

# *Negotiated Document*

~~TOWNSHIP OF FRANKLIN~~ Township

**BOARD OF EDUCATION**

(*Chambers County*)

~~TOWNSHIP OF FRANKLIN~~ Township

**EDUCATION ASSOCIATION**

X September 1, 1988 — June 30, 1991



**AGREEMENT**

**BETWEEN THE**

**TOWNSHIP OF FRANKLIN  
BOARD OF EDUCATION**

**AND THE**

**TOWNSHIP OF FRANKLIN  
EDUCATION ASSOCIATION**

**THE COUNTY OF GLOUCESTER, NEW JERSEY**

**FOR**

**September 1, 1988 — June 30, 1991**

**TFEA — NJEA — NEA**

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**TOWNSHIP OF FRANKLIN  
BOARD OF EDUCATION**

PASQUALE MUNGIOLE ..... PRESIDENT  
HELEN STOCKTON ..... VICE-PRESIDENT

**NEGOTIATING TEAM**

ROBERT FOSTER ..... CHAIRPERSON  
HELEN STOCKTON ..... MARTIN MASTRO  
PASQUALE MUNGIOLE

**TOWNSHIP OF FRANKLIN  
EDUCATION ASSOCIATION**

DONNA FIXLER ..... PRESIDENT  
RICHARD DANTINNE ..... VICE-PRESIDENT  
DONNA TARASKA ..... SECRETARY  
DIANE WATSON ..... TREASURER

**NEGOTIATING TEAM**

BEN NOTARO ..... CHAIRPERSON  
ELAINE LOVELACE ..... DONNA FIXLER  
JEANNE WHALEN

**SCHOOL BUSINESS ADMINISTRATOR/  
BOARD SECRETARY**

JAMES J. DAIKER

**SUPERINTENDENT**

BERNARD WEISSER

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**PREAMBLE**

This Agreement entered into this day, September 1, 1988 by and between the Board of Education of the Township of Franklin, New Jersey, hereinafter called the "Board", and the Township of Franklin Education Association, hereinafter called the "Association".

**WITNESSETH:**

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I  
RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full time certified professional personnel whether under contract, on leave, or employed by the Board, including:

1. Classroom teachers
2. Special teachers
3. Librarians
4. Nurses

5. Child Study Team Members
  6. Head Teachers
  7. Basic Skills Teachers
- B. But excluding principals, superintendent, school business administrator/board secretary, migrant education, tutors, substitutes, evening school personnel, teaching teacher aides, and all non-certified employees.

**ARTICLE II  
NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with (Chapter 123 Public Laws 1974) in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection specific records and data of the Township of Franklin School District as requested by the Association. As soon as compiled each year, the Board shall provide the Association with a complete tentative budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to

make proposals, and counter proposals in the course of negotiations.

- D. 1. Representatives of the Board and the Association's negotiating committee may meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- F. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. Definitions**

##### **1. Grievance**

A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation

of this agreement, policies, or administrative decisions affecting the terms and conditions of a teacher or a group of teachers.

**2. Aggrieved person**

An "aggrieved person" is the person or persons, or the Association, making the claim.

**3. Party in interest**

A "party in interest" is the person or persons, or the Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**4. Definition of Days**

Days as referred in this agreement shall mean school attendance days, except as specifically referenced as calendar days.

**B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. Procedure**

**1A Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

**1B** A grievance to be considered must be initiated by the person, persons or the Association within fifteen (15) days from the alleged grievance.

**2. Year end Grievances**

In the event a grievance is filed at such time that it

cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

**3. Level one—Principal or Immediate Superior**

A teacher with a grievance shall submit claim in writing on the approved form to his/her principal. The date of grievance filing shall be the date received by the principal.

**4. Level two—Superintendent**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may refer it to the Superintendent of Schools.

**5. Level three—Board of Education**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent or ten (10) school days after the grievance was delivered to the superintendent, whichever is sooner, refer the grievance to the Board.

**6. Level four—Arbitration**

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-seven

(37) calendar days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or forty-two (42) calendar days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the com-

mission of an act provided by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

7. The term grievance shall not apply to the following:

- a. Any matter for which a review is prescribed by law.
- b. Any rule or regulation of the state commissioner of education
- c. Any matter which according to law is beyond the scope of board authority.
- d. A complaint by any non-tenure teacher who is not being re-employed.
- e. A complaint by any certified personnel occasioned by appointment or lack of appointment to retention in office for which tenure is either not possible or not required.

#### **D. Rights of Teachers to Representation**

##### **1. Teacher and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**2. Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

**1. Written Decisions**

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing and a copy given to the aggrieved. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C. Paragraph (6c) of this ARTICLE.

**2. Forms**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.

**3. Meetings and hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

**ARTICLE IV  
TEACHERS RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations

and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, a collective negotiations with the Board, of his institution of and grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Nothing in this Article is intended to impair counseling that normally takes place between teacher and his school principal or superintendent. However, whenever principal or superintendent requires a meeting with a teacher concerning that teacher's dismissal, salary, or transfer: (1) The teacher shall be given at least two days notice of the meeting; and the reason for holding the meeting; and (2) The teacher shall be entitled to have a TFEA representative present at the meeting. Should the TFEA representative be present, the meeting shall take place during the teacher's duty free time period.

**ARTICLE V  
TEACHER ASSIGNMENT**

- A. 1. All teachers shall be given written notice of their tentative

class and/or subject assignments, and building assignments for the forthcoming year not later than April 30th of the current school year.

2. In the event that changes in such schedules, class and/or subject assignments or building assignments are proposed after June 30, any teacher affected shall be notified by the Superintendent in writing.
- B. Definitions shall be as follows:
1. Assignment is defined as a grade level or specific subject area.
  2. Transfer is defined as a change from one building to another with a possible change in assignment.
  3. Vacancy is defined as an unoccupied present position which exists after present staff transfers and/or reassignments have been made.
  4. New Position is defined as one which increases the current number of teaching positions in the district or which requires additional certification beyond a standard teacher's certificate.
- C. Teachers desiring a change of assignment for the following school year should submit a written request for consideration to the superintendent prior to March 30. Such requests shall be considered prior to the transfer and/or reassignment of any staff member. A request for a change of assignment or transfer shall be considered only for the year immediately following the school year in which it is requested.
- D. In the event a present position becomes vacant or a new position is established, such vacancy or new position will be posted in each school building and copies of the same shall be mailed to the Association President.
- E. An involuntary transfer or reassignment shall be made only after a complete discussion between the teacher involved and

the superintendent and/or principal at which time the teacher shall be notified of reason. In the event that a teacher objects to the transfer or reassignment, he shall, upon request, be given the opportunity to meet with the Superintendent and the Board Personnel Committee. The teacher may have an association representative at such meeting. The decision of the Board Personnel Committee shall be final.

- F. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes to their schedules as soon as practicable.
2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty-two and one-half (22.5) cents per mile.
- G. Special teachers schedules should be set by September 1.

#### **ARTICLE VI TEACHER EVALUATION**

- A. 1. The Board and the Association agree inasmuch as supervision and evaluation of teachers is a process in which those concerned are equally involved, that the responsibility lies upon the principal to see that it is done fairly (as per Board Policy Na. 4116.1 & 4116.2).
2. The teacher shall have the right, upon request, to review the content of his/her personnel file. The personnel file must be reviewed with the building principal. If the principal is unavailable the superintendent may designate an alternate.
3. Whenever a file is reviewed, all parties present must sign and date it. Such signatures indicate that the parties have examined the contents of the file.

4. Within ten (10) working days of notification, a teacher shall have the right to submit a written response to any information placed in his/her personnel file. Such response shall be filed in the personnel file.
  5. All information in the file, reviews and reports to the superintendent, shall be kept in utmost confidence.
  6. Any written reprimand in a teacher's personnel file, upon written request by the teacher to the Superintendent, shall be removed from the file after five (5) years from the date of reprimand only if there has been no recurrence of this type of conduct or any additional reprimand.
- B. 1. Teachers shall be given a duplicate copy of an evaluation report. No such report shall be submitted to the central office or placed in a teacher's file without prior conference. (At such time, the teacher shall sign the evaluation and at his or her option, submit a written response). Should a teacher fail to keep an evaluation conference appointment or refuse to sign such report, the report shall be filed.
2. Where a rating endangers increment or contract status, the teacher shall be notified of his/her status on or about April 30.
- C. Any written complaint regarding a teacher made to the administration by a parent/guardian or student shall be handled pursuant to Board Regulation 5145.6, Student Grievance Procedure. The teacher will be present at each step of the Grievance Procedure and shall be entitled to have the TFEA building representative present, as an observer, at the meeting.

**ARTICLE VII  
ASSOCIATION RIGHTS**

**A. Use of School Buildings**

The Association shall have the right to use school buildings at all reasonable hours for meetings. Prior approval from the

principal and/or board secretary shall be obtained. Application requests shall be made on an approved form.

**B. Bulletin Boards**

The Association shall have, in each school building, use of a bulletin board in each faculty lounge.

**C. Mail Facilities**

The Association shall have the right to use the inter-school mail facilities.

**ARTICLE VIII**

**BOARD'S RIGHTS**

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, and Chapter 123, Public Laws of 1974:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district for just cause, and to suspend, demote, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district's operations entrusted to them;
- E. To determine the methods, means, and personnel by which such operations are to be conducted; and
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE IX**

**TEACHING HOURS AND TEACHING LOAD**

- A. The specific hours of the teacher workday shall be determined by the Board. The workday shall be defined as a maximum

of seven (7) hours, inclusive of lunch. (Whenever a principal's staff meeting is necessary, the workday shall be extended beyond this time.)

- B.
  - 1. Teachers shall have a duty-free lunch period comparable to students' lunch period.
  - 2. Teachers may leave their building for legitimate reasons only during their duty free lunch period. Upon leaving they must sign out in the principal's office and sign in upon returning. Teachers shall return to the building prior to the end of their duty free lunch period.
  - 3. Effective November 14, 1988, each teacher of grades one through six will receive four preparation periods per five (5) day instructional cycle.
- C. Effective September 1, 1989, the day immediately preceding Thanksgiving, Christmas Eve, and Good Friday will be one session days for teachers. Should Christmas Eve be on a Sunday or Monday, school will be in full session on the previous Friday. The last two (2) days of the school year will be one session days for students. Teachers, however, are required to be present during their regular school hours.
- D. Teachers are to attend PTA meetings and other educational functions.

#### **ARTICLE X SICK LEAVE**

##### **Definition**

Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or exclusion due to contagious disease or quarantine.

##### **A. Accumulative**

All employees (teachers) shall be entitled to ten (10) sick leave days each school year as of the first official day of said

school year except part-time employees or employees hired after September 1 whose sick days shall be prorated. Unused sick days shall be accumulated from year to year with no maximum limit.

**B. Additional Sick Leave**

In addition to sick leave granted in Article X-A, additional nonaccumulative sick leave will be granted after all accumulated sick leave is exhausted as follows:

1. Two (2) days per year after five (5) consecutive years of service.
  2. Five days per year after ten (10) consecutive years of service.
- C. A deduction of 1/20th of the monthly salary shall be made for each day's absence after all sick leave days have been exhausted.
- D. No charge against the employee's accumulative leave shall be made for any absence where a deduction is made in his/her salary.
- E. After four (4) consecutive school days of absence due to personal illness, the superintendent shall require a doctor's certificate which will be presented to the building principal or head teacher upon the day of returning to work.
- F. All absence due to sickness shall be reported to the superintendent's office at least one hour prior to the opening of school.
- G. A written notice of every sick leave absence must be sent to the main office upon the day of returning to work so proper records of absence may be maintained.

**ARTICLE XI**

**TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

- A. The Board of Education shall grant a maximum of eight (8) days leave per school year (not to be accumulated) to any full time employee as indicated below: Part time employees and those who begin employment after the start of the school year shall be granted days on a prorated basis as determined by the Superintendent.

**Personal Leave**—Four (4) days maximum for religious, legal, household, family illness, (mother, father, spouse, child) or family matters which cannot be conducted outside the normal work day. Application to the building principal shall be made at least forty-eight (48) hours before the commencement of the requested leave except for family illness or an emergency approved by the Superintendent. Requests for leave shall include the reason for such request—religious, legal, household, family illness, or family matter. Requests for family illness will identify the name and relationship of the family member on whose behalf the request is made. No personal days will be granted on a day immediately prior to or after a holiday or vacation period, except as approved by the Superintendent prior to the use of the personal day. A maximum of two personal leave days may be taken on consecutive workdays.

**Death**—Three (3) days maximum may be used for death of a member of the employee's family including—mother-in-law, father-in-law, brother, sister, grandparent, grandchild, or any relative who has lived within the same household as the employee during the last two years or more. Five (5) days maximum may be used for death of a member of the employee's immediate family to include mother, father, spouse, child.

- B. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend.
- C. Up to two (2) days per school year may be granted for educational visitations upon prior approval by the superintendent.

- D. The Board may at times request a teacher to visit and observe educational programs in other schools or institutions. In such a case the Board would incur all expenses.
- E. Other leaves of absence with pay may be granted by the Board as provided by law.
- F. Any day taken before or after a holiday and is not an excused day will be deducted.
- G. All absence due to temporary leaves of absence (this article) shall be reported to the superintendent's office at least one (1) hour prior to the opening of school, unless otherwise stated in this article.
- H. A written notice of every absence under temporary leave must be sent to the main office upon the day of returning to work so proper records of absence may be maintained.

**ARTICLE XII  
EXTENDED LEAVES OF ABSENCE**

All extended leaves of absence shall be without pay.

- A. A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps., VISTA, National Teacher Corps., or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

(Applications for "A" and "B" above shall be made in writing to the superintendent no later than March 1 of the preceding school year in which said leave is desired. Any teacher on such leave shall notify the superintendent in writing no later than March 1 as to their intent to return the following school year.

C. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.

**D. Childbirth**

The Board shall grant maternity leave without pay to any teacher upon request, subject to the following stipulations and limitations.

1. A non-tenure teacher shall be granted a leave during the duration of her contract.
2. Maternity leave shall commence on the date requested by the teacher.
3. No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
4. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching. If the decision of her doctor is not acceptable by the Board she will be required to be examined by the school physician.
5. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq. The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

E. A teacher may apply for a leave of absence, without pay, for one (1) year for any reason. The leave will be granted at the sole discretion of the Board.

**ARTICLE XIII**

**MEDICAL BENEFITS AND INSURANCE PROTECTION**

**A. Hospital and Medical**

The Board agrees to enroll each teacher in the Blue Cross and Blue Shield of Greater Philadelphia and agrees to pay

100% individual coverage for Blue Cross, Blue Shield, Rider J, and Major Medical, and 100% family coverage of same, where applicable. The employee may choose to enroll in Washington National Insurance program as an option.

**B. Prescription Plan**

The Board agrees to enroll each teacher in a full prescription program to include family coverage where applicable. The program shall provide for two (2) dollars co-pay. The Board shall select the carrier.

**C. Dental Plan**

The Board agrees to pay the premium for a family dental plan for the recognized positions within this agreement. This premium shall not exceed twenty-four thousand dollars (\$24,000) each year of this agreement.

- D.** The medical benefits and insurance protection afforded under this article are limited to one coverage per family. In instances where an employee and spouse are both employed by the Board only one person will be enrolled in each respective plan at Board expense.

**ARTICLE XIV**

**SUBSTITUTES**

- A.** Special teachers will only be placed to substitute in a classroom if an emergency situation arises, i.e. Teachers leaving school during session due to illness or family emergency.
- B.** When a special teacher is assigned to a class, the regular classroom teacher will use such time for preparation but will remain at least 5 minutes with the class and return at least 5 minutes before the end of the class such that the continuity of the schedule is maintained.

**ARTICLE XV**

**PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

- A.** The Board agrees to pay two hundred fifty dollars (\$250) maximum per year toward tuition and other expenses exclud-

ing travel, incurred in connection with graduate or undergraduate course work taken at a recognized college or university with prior approval by the superintendent. An approved course is a course in the teacher's field and can include courses in the teacher's specialty area such as educational methods and humanities.

- B. A teacher must obtain a "C" or better in the course to receive reimbursement. Reimbursement will be paid after the next regular board meeting upon submission of grade and payment voucher.

#### **ARTICLE XVI**

##### **SCHOOL CALENDAR — TEACHERS WORK YEAR**

- A. The Superintendent will meet with the Township of Franklin Education Association in regard to the school calendar.
- B. The date for said meeting shall be scheduled by the Association President and Superintendent in writing.
- C. The teacher work year shall not exceed one hundred eighty-four (184) days. The New Jersey Education Convention days shall not be work days.

#### **ARTICLE XVII**

##### **SALARIES**

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule A, B, C which are attached hereto and made a part hereof.

Salary increases proposed under this agreement shall be based upon the 1987-1988 salary base of \$2,337,606:

<b>1988-1989</b>	<b>1989-1990</b>	<b>1990-1991</b>
8.5%	8.30%	8.0%

- 2. The Board is granted the right to designate student instructional and noninstructional time at its sole discretion within the parameter of the defined workday for teachers.

However, such designation of time shall not infringe upon negotiated teacher preparation time or duty free lunch time. The number of student instructional minutes shall not exceed 1400 minutes per teacher for each five (5) day instructional cycle.

- B. 1. Teachers may individually elect to have ten (10) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on July 15 and August 15.
  2. All teachers will be paid according to Schedule "A" and Schedule "B", or Schedule "C" respectively.
  3. Paydays will be on the 15th and 30th day of every month —if payday falls on Saturday, Sunday, or holiday during a school recess, checks will be distributed on last working day before.
- C. Due to the differences in teaching techniques, there are certain materials a teacher may need to develop lessons to their fullest. Teachers desiring such materials should submit their requests in duplicate to the Superintendent through their immediate superior.
- D. The Board shall credit a full year teaching experience to teachers initially hired after June 30, 1988 who are employed for ninety-three (93) or more consecutive workdays of a school year. Unpaid leave of absence days shall not qualify as consecutive workdays.
- E. Head Teachers shall be paid a stipend of four hundred fifty dollars (\$450) in addition to their salary for each year of this agreement.
- F. Teacher participation in bedside instruction shall be compensated at the rate of \$10 per instructional hour. Volunteers shall be solicited prior to making an assignment. Travel reimbursement shall not be paid for expenses incurred in providing bedside instruction.

**ARTICLE XVIII  
RETIREMENT PLAN**

Upon terminating employment from the Township of Franklin School System after twenty (20) or more years continuous service within the system, the teacher shall be paid \$17.50 per diem, at the time of severance from the system. Pay shall be determined by the total accumulated sick leave of the teacher at the time of severance.

The teacher, in order to be eligible for this benefit, must notify the Board prior to October 1 of the preceding school year at when he/she plans to retire. An individual shall collect this benefit only once.

The maximum amount of payment by the Board to a terminated employee shall be \$2,500.00.

**ARTICLE XIX  
REPRESENTATION FEE**

"If an employee does not become a member of the Association during any membership year commencing with the first day of September of any calendar year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as the majority representative. Monies received from this fee can only be utilized to offset these services and not for any other purpose. The Association will notify the Board of Education, in writing, of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount. Upon receipt of the list of non-members from the Association the Board will commence deductions from the salaries of such employees in

accordance with the agreed 85% fee as noted above. The Board will deduct the representation fee in equal installments, as nearly as possible, as determined by the School Business Administrator/ Board Secretary from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck received following a 30 day calendar period after receipt of the list from the Association.

On the day an employee terminates his/her employment the employee's responsibility to pay a representation fee/agency shop fee shall terminate. The Association agrees to indemnify, and save and hold harmless the Board of Education against any and all liabilities or actions which may arise by reason of any action taken by the Board in compliance with the provisions of this article or in reliance upon or interpretation of the provisions of this article by the Board of Education. The Board of Education agrees to give the Association notice in writing of any claim, demand, suit, or other form of action or liability that may arise and said notice shall be sent to the Association President by registered mail, return receipt requested. If the Association fails to hold the Board harmless, save the Board and indemnify the Board from any such actions, the Association shall automatically forfeit its agency shop dues deduction privilege."

**ARTICLE XX  
DURATION OF AGREEMENT**

**A. Duration Period**

This agreement shall be effective for the period September 1, 1988 through June 30, 1991. The Association's right to negotiate a successor agreement is recognized and negotiations shall commence no later than October 1, 1990 under procedures as defined in Article II. This agreement shall not

be extended orally and it is expressly understood that it shall expire on the date above stated.

**B. Status of Incorporation**

In witness whereof the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and Negotiations Chairpersons, and their corporate seals to be placed hereon, and to be in affect on the day and year in paragraph A above.

TOWNSHIP OF FRANKLIN BOARD OF EDUCATION

By President *Prof. B. Myer* Date 9/21/88  
By Secretary *James P. ...* Date 9/21/88  
By Negotiations Chairperson *Robert ...* Date 9/21/88

TOWNSHIP OF FRANKLIN EDUCATION ASSOCIATION

By President *Donna Fidler* Date 9/20/88  
By Secretary *Donna Taraska* Date 9/20/88  
By Negotiations Chairperson *Benjamin Fato* Date 9/20/88

**TOWNSHIP OF FRANKLIN PUBLIC SCHOOLS**  
**1988-1989 Salary Guide**

Step	Schedule A				
	BA	BA+	MA	MA+30	Doctorate
A	21,000	21,600	22,500	23,100	23,700
B	21,500	22,100	23,000	23,600	24,200
C	22,420	23,020	23,920	24,520	25,120
D	23,420	24,020	24,920	25,520	26,120
E	24,620	25,220	26,120	26,720	27,320
F	26,000	26,600	27,500	28,100	28,700
G	27,320	27,920	28,820	29,420	30,020
H	28,620	29,220	30,120	30,720	31,320
I	30,000	30,600	31,500	32,100	32,700
J	31,660	32,260	33,160	33,760	34,360
K1	32,060*	32,660*	33,560*	34,160*	34,760*
	34,000**	34,600**	35,500**	36,100**	36,700**
K2	34,000	34,600	35,500	36,100	36,700

\*Salary to be paid September-January

\*\*Salary to be paid February-June

**TOWNSHIP OF FRANKLIN PUBLIC SCHOOLS**  
**1989-1990 Salary Guide**

**Schedule B**

Step	BA	BA+	MA	MA+30	Doctorate
A	22,200	22,800	23,700	24,300	24,900
B	22,740	23,340	24,240	24,840	25,440
C	23,280	23,880	24,780	25,380	25,980
D	24,280	24,880	25,780	26,380	26,980
E	25,360	25,960	26,860	27,460	28,060
F	26,660	27,260	28,160	28,760	29,360
G	28,160	28,760	29,660	30,260	30,860
H	29,480	30,080	30,980	31,580	32,180
I	31,000	31,600	32,500	33,100	33,700
J	32,480	33,080	33,980	34,580	35,180
K1	33,920*	34,520*	35,420*	36,020*	36,620*
	36,180**	36,780**	37,680**	38,280**	38,880**
K2	36,180	36,780	37,680	38,280	38,880

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\*Salary to be paid September-January

\*\*Salary to be paid February-June

**TOWNSHIP OF FRANKLIN PUBLIC SCHOOLS**  
**1990-1991 Salary Guide**

Schedule C					
Step	BA	BA+	MA	MA+30	Doctorate
A	23,500	24,100	25,000	25,600	26,200
B	24,040	24,640	25,540	26,140	26,740
C	24,620	25,220	26,120	26,720	27,320
D	25,220	25,820	26,720	27,320	27,920
E	26,300	26,900	27,800	28,400	29,000
F	27,460	28,060	28,960	29,560	30,160
G	28,880	29,480	30,380	30,980	31,580
H	30,500	31,100	32,000	32,600	33,200
I	31,900	32,500	33,400	34,000	34,600
J	33,880	34,480	35,380	35,980	36,580
K1	35,240*	35,840*	36,740*	37,340*	37,940*
	38,000**	38,600**	39,500**	40,100**	40,700**
K2	38,000	38,600	39,500	40,100	40,700

\*Salary to be paid September-January  
 \*\*Salary to be paid February-June