

In compliance with Chapter 303, laws of 1968, and amended Chapter 123 of 1974 the State of New Jersey, the Frankford Township Board of Education and the Frankford Township Education Association enter into this written agreement.

LIBRARY  
Institute of Management and  
Labor Relations  
JUL 1 1980  
RUTGERS UNIVERSITY

July 1, 1980 - June 30, 1982

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Absence, Leaves of	
Extended . . . . .	21
Temporary . . . . .	20
Other . . . . .	22
Advisory Council	
Professional . . . . .	23-24
Agreement	
Duration of . . . . .	36
Association Rights and Privileges. . . . .	6
Board Rights. . . . .	30
Calendar	
School. . . . .	7
Class Size. . . . .	9
Conference Report . . . . .	32a
Evaluation	
Philosophy of . . . . .	33
Teacher . . . . .	31-32
Graduate Credit Reimbursement . . . . .	34
Grievance Procedure . . . . .	2-4
Insurance Protection. . . . .	25
Miscellaneous Provisions. . . . .	23-29
Outdoor Education . . . . .	35
Professional Advisory Council . . . . .	23-24
Provisions	
Miscellaneous. . . . .	28-29
Recognition . . . . .	1
Sabbatical Leaves . . . . .	26-27
Salaries . . . . .	12-14
Salary Guide . . . . .	15-16
Sick Leave . . . . .	19
Specialists. . . . .	10
Teacher Assignment . . . . .	17
Teacher Certification. . . . .	11
Teacher Employment . . . . .	11
Teacher Facilities . . . . .	18
Teacher Rights . . . . .	5
Teaching Load . . . . .	8

LIBRARY  
 Institute of Management and  
 Leadership  
 RUTGERS UNIVERSITY

## ARTICLE I

RECOGNITION

- A. The Frankford Township Board of Education hereby recognizes the Frankford Township Education Association for purposes of professional negotiation as the representative of those employees of the Public Schools of Frankford Township, certified by the State Department of Education, in the following unit including all persons with an annual contract, these persons to possess either permanent, provisional, or emergency certificates; but excluding: the superintendent, substitutes, permanent substitutes, kitchen help, office help, custodial help, and all others possessing neither the type of certificates indicated above nor the annual type contract.
- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all full-time professional employees represented by the Association.

## ARTICLE II.

GRIEVANCE PROCEDURE

- A. Purpose - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from violations of articles or sections of this agreement. It is agreed that these proceedings will be kept informal and confidential as may be appropriate to any level of the procedure.

Nothing in this article shall be interpreted as limiting the right of any member of the professional staff having a grievance to discuss the matter informally with any member of the administration. However, any formal adjustment of a written grievance shall be conducted with the full knowledge of the Frankford Township Education Association, if the aggrieved person so desires.

- B. Definitions:
1. A "grievance" shall be construed to be the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
  2. An "aggrieved person" is the person or persons making the claim.
  3. A "party of interest" is the person or persons 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.
- C. Procedures:
- a. Since it is desirable to all parties that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be changed by mutual agreement.

Level One

- a. Any teacher who has a grievance shall discuss it first with the superintendent in an attempt to resolve the matter informally at that level.
- b. If the aggrieved is not satisfied with the disposition of the grievance at level one (a) he shall file his grievance in writing with the superintendent. The response to the written grievance shall be in writing and be given no later than five days after receiving the grievance.

### Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he may appeal his grievance, in writing, within ten (10) days, to the Board of Education specifying his reasons for his complaints. Within fifteen (15) days of the receipt of the appeal of the grievance, the Board of Education will conduct a hearing to provide the aggrieved an opportunity to present his grievance. Within ten (10) days after the hearing, the Board shall render a decision and notify the aggrieved person (s) in writing. Copies of this decision will be forwarded by the Board to the Association and the Superintendent of Schools.

### Level Three

- a. If a grievance is not resolved to the teachers' satisfaction within thirty (30) days, it may be submitted for advisory arbitration to a third party. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association. Neither the Board nor the Association is bound by the arbitrator's recommendations. Any costs involved for the arbitrator shall be borne equally by both the Association and the Board of Education.

### Miscellaneous

- a. If the Frankford Township Education Association decides that a grievance affects a group or class of teachers, it may submit such grievance in writing to the superintendent directly.
- b. All decisions rendered beyond Level Two which are unsatisfactory to the aggrieved party, shall be presented in writing setting forth the decisions and reasons for these decisions. These written decisions shall be transmitted promptly to all parties in interest as well as the president of the Association.
- c. All documents, communications, records and other data pertinent to the processing of a grievance shall be kept in a file other than the personnel file of the participants involved in the procedure.
- d. All forms for the filing of grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and made available to any person or persons wishing to make use of the grievance machinery.

- e. In order to prevent the aggrieved person from resolving the grievance by the nature of his actions, administrative directives and or Board Policy shall continue in practice until such time as the grievance is formally resolved.
- f. There shall be no reprisals of any kind against any party in interest, member of the Association, or any participant in the grievance procedure, because of involvement in the grievance presented to the administrator or Board of Education.
- g. "The aggrieved may be represented by someone of his own choosing at any step of the grievance procedure providing he has given prior notice of his intent to the Board of Education".

## ARTICLE III

TEACHER RIGHTS

- A. The teacher has the right and responsibility to determine grades within the grading system of the Frankford Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. A grade, promotion, or retention may be changed by the Superintendent after a review of all the facts and consultation with all parties who are directly involved.
- B. No teacher shall be disciplined without just cause. Whenever a teacher is required to appear before any superior for disciplinary action, he shall have the right to a forty-eight hour prior written notification of the reason for said meeting and shall have the right to have a representative of the Association present.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, Sussex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations, and subject to the approval of the Superintendent.
- B. Any representative of the Association or any teacher who participates during working hours in negotiations, grievance proceedings, conferences, or meetings initiated by the Board of Education or its representatives, shall suffer no loss in pay.
- C. The Association may use school facilities and equipment at reasonable times within the school building, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have in the school building the use of a bulletin board in the faculty lounge. The Association may use the board in the Central Office for posting notices.



## ARTICLE V

SCHOOL CALENDAR

- A. The school year shall be designated by the Board of Education. The Association shall be consulted prior to the Board's formal adoption of the calendar and any revisions of the adopted calendar. After adoption of the calendar a copy will be distributed to each teacher.

## ARTICLE VI

TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "Clock in" or "Clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of a faculty "sign in" roster.
- B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day except on those days when professional and/or faculty meetings are called or at the discretion of the Superintendent, as the need or occasion arises.
- C. Teacher load shall be allowed to rise above the desired maximum in emergency situations as determined by the Superintendent.
- D. Whenever possible and feasible a preparation period shall be scheduled for each teacher each day.
- E. A desirable weekly teaching load shall be determined by the Superintendent after consultation with the association.
- F. Meetings - Faculty and/or staff meetings shall normally be conducted once each month for a period of approximately forty-five (45) minutes. However, additional meetings may be scheduled at the discretion of the Superintendent as the need or occasion arises.
- G. Teachers are to work 182 days per year. Teachers shall be consulted referable to input of the one additional day.

## ARTICLE VII

CLASS SIZE

It is recognized by the Board of Education that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the best interests of the students and district, facilities available and the financial condition of the District.

A desired range for the minimum number of students, and an upper limit for the maximum number of students, which teachers shall have in their regular classes shall be established by the superintendent after consultation with representatives of the Association.

The superintendent's recommendations for limits on teacher load shall consist of the best professional knowledge as to desirable teacher load, tempered by the willingness of district residents to provide sufficient staff for such loads. In assessing the attitudes of the community, the superintendent shall consider both local traditions and the current status of public opinion.

ARTICLE VIIISPECIALISTS

The Association may bring to the attention of the Superintendent the desirability of additional specialists. After consultation with the Association, the Superintendent may make recommendations to the Board of Education.

## ARTICLE IX

TEACHER EMPLOYMENT AND CERTIFICATION

- A. Each teacher shall be placed on his proper step of the salary schedule, as determined by the Board of Education.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.
- C. All positions available at Frankford Township Consolidated School shall be publicized by the Superintendent. In filling such vacancies, consideration shall be given to qualified teachers already employed by the district.

## ARTICLE X

SALARIES

- A. The salaries of all teachers are set forth in Schedule "A" attached hereto and made a part hereof, but subject to the other terms and provisions of this agreement.
- B. 1. All Teachers shall be paid on a semi-monthly basis in twenty (20) equal payments on the 16th and last day of the month.
2. Teachers may individually elect to have a percentage of the monthly salary deducted from their pay and placed in an interest - bearing account by the Board Secretary.
3. Except in cases of emergency, when a pay day falls on or during a holiday, vacation or weekend, teachers may receive their pay checks on the last previous working day.
4. Teachers may receive their final checks on the last working day in June, or upon the completion of duties related to the end of the school year.
- C. One increment shall be allowed for each year of military service up to a maximum of four years.
- D. The 20th step on the salary guide is designed to provide an additional increment for those teachers who meet the following criteria:
1. have completed 20 years service as a teacher with the last three years in the Frankford Township District.

ARTICLE X

## SALARIES (continued)

## D. (continued)

2. are determined to be performing their functions in an acceptable manner in accordance with the provisions of the evaluation procedure to be established by the Board of Education after considering the recommendations of the Professional Advisory Council and to be applied to all teachers.
3. continue to be evaluated as performing their functions in an acceptable manner in each subsequent year of employment.

## E. To qualify for a Master's degree the graduate courses beyond the Bachelor's degree must be pursued under an approved college program.

Credit for graduate courses related to the BA+10, BA+20, MA+10, MA+20, MA+30, and MA+50 salary guides need not necessarily be limited to an approved college program leading to the next higher degree. Such courses however shall be related to the teacher's area of work or for the general improvement of the quality of education in the school.

All graduate courses must have the prior approval of the Superintendent and Board of Education.

Evaluation of and approval of courses will be considered by the Board in September and January and any changes in salary resulting from the Board's consideration shall be effective in September and/or February following successful completion of the courses by the teacher.

ARTICLE X

F. The Board, in accordance with Title 18A:29-14, reserves the right to withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.



ARTICLE X  
SCHEDULE A1980 - 1981 SALARY GUIDE

STEP	BA		MA		+10		+20		+30		+60
	583.00	+10 598.00	613.00	+20 631.00	646.00	+10 661.00	+20 678.00	726.00			
1	11,661.00	11,961.00	12,261.00	12,611.00	12,911.00	13,211.00	13,561.00	14,511.00			
2	12,244.00	12,559.00	12,874.00	13,242.00	13,557.00	13,872.00	14,239.00	15,237.00			
3	12,827.00	13,157.00	13,487.00	13,873.00	14,203.00	14,533.00	14,917.00	15,963.00			
4	13,410.00	13,755.00	14,100.00	14,504.00	14,849.00	15,194.00	15,595.00	16,689.00			
5	13,993.00	14,353.00	14,713.00	15,135.00	15,495.00	15,855.00	16,273.00	17,415.00			
6	14,576.00	14,951.00	15,326.00	15,766.00	16,141.00	16,516.00	16,951.00	18,141.00			
7	15,159.00	15,549.00	15,939.00	16,397.00	16,787.00	17,177.00	17,629.00	18,867.00			
8	15,742.00	16,147.00	16,552.00	17,028.00	17,433.00	17,838.00	18,307.00	19,593.00			
9	16,325.00	16,745.00	17,165.00	17,659.00	18,079.00	18,499.00	18,985.00	20,319.00			
10	16,908.00	17,343.00	17,778.00	18,230.00	18,725.00	19,160.00	19,663.00	21,045.00			
11	17,491.00	17,941.00	18,391.00	18,921.00	19,371.00	19,821.00	20,341.00	21,771.00			
12	18,074.00	18,539.00	19,004.00	19,552.00	20,017.00	20,482.00	21,019.00	22,497.00			
13	18,657.00	19,137.00	19,617.00	20,133.00	20,653.00	21,143.00	21,697.00	23,223.00			
L	0	N	G	E	V	I	T	Y			
17	18,948.50	19,436.00	19,923.50	20,498.50	20,936.00	21,473.50	22,036.00	23,586.00			
20	19,531.50	20,034.00	20,536.50	21,129.50	21,632.00	22,134.50	22,714.00	24,312.00			
23	19,823.00	20,333.00	20,843.00	21,445.00	21,955.00	22,465.00	23,053.00	24,675.00			

15-b  
ARTICLE X  
SCHEDULE B

1981 - 1982 SALARY GUIDE

STEP	BA	+10	+20	MA	+13	+20	+30	+60
1	12,471.00	12,771.00	13,071.00	13,421.00	13,721.00	14,021.00	14,371.00	15,321.00
2	13,095.00	13,410.00	13,725.00	14,092.00	14,407.00	14,722.00	15,090.00	16,087.00
3	13,719.00	14,049.00	14,379.00	14,763.00	15,093.00	15,423.00	15,809.00	16,853.00
4	14,343.00	14,688.00	15,033.00	15,434.00	15,779.00	16,124.00	16,528.00	17,619.00
5	14,967.00	15,327.00	15,687.00	16,105.00	16,465.00	16,825.00	17,247.00	18,385.00
6	15,591.00	15,966.00	16,341.00	16,776.00	17,151.00	17,526.00	17,966.00	19,151.00
7	16,215.00	16,605.00	16,995.00	17,447.00	17,837.00	18,227.00	18,685.00	19,917.00
8	16,839.00	17,244.00	17,649.00	18,118.00	18,523.00	18,928.00	19,404.00	20,693.00
9	17,463.00	17,883.00	18,303.00	18,789.00	19,209.00	19,629.00	20,123.00	21,449.00
10	18,087.00	18,522.00	18,957.00	19,460.00	19,995.00	20,330.00	20,842.00	22,215.00
11	18,711.00	19,161.00	19,611.00	20,131.00	20,581.00	21,031.00	21,561.00	22,981.00
12	19,335.00	19,800.00	20,265.00	20,802.00	21,267.00	21,732.00	22,260.00	23,747.00
13	19,959.00	20,439.00	20,919.00	21,473.00	21,953.00	22,433.00	22,999.00	24,513.00
L	0	N	G	E	V	I	T	Y
17	20,271.00	20,758.50	21,246.00	21,808.50	22,296.00	22,783.50	23,358.50	24,896.00
20	20,895.00	21,397.50	21,900.00	22,479.50	22,982.00	23,464.50	24,077.50	25,662.00
23	21,207.00	21,717.00	22,227.00	22,815.00	23,325.00	23,835.00	24,437.00	26,045.00

## ARTICLE X

## SCHEDULE B - EXTRA CURRICULUM

1. Extra-curricular positions as established by the Board of Education shall be compensated at the rate of \$275.00.
2. Available Extra-curricular positions shall be posted to enable interested staff members to apply for these positions.
3. No teacher shall be asked or be required to perform any duties related to extra-curricular positions unless officially appointed by the Board of Education.
4. Skiing and Bowling will be paid at one-half the rate of other activities. (\$137.50).

ARTICLE XI

## TEACHER ASSIGNMENT

- A.
1. All teachers shall be given written notice whenever possible of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year by the end of the school year.
  2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after June closing, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at his option a representative of the Association.
- B. The Superintendent shall attempt to assign teachers, within their areas of competence, providing these teachers are properly certified.

ARTICLE XII

## TEACHER FACILITIES

A. The Board recognizes the following physical facilities as desirable and will seek to provide them.

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A serviceable desk, chair, and filing accommodations for the exclusive use of each teacher;
3. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
5. Adequate chalkboard space in every classroom;
6. Adequate books, paper, pencils, pens, chalk erasers and other such material, required in daily teaching responsibility.
7. An appropriately furnished room which shall be reserved for the use of the staff as a lounge. Although the staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff. In case of emergency, the lounge may be used for instructional purposes.

ARTICLE XIII

## SICK LEAVE

- A. All teachers employed on a full time basis by the Board of Education shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

## ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

- A. Each year the Board of Education will grant three (3) days for compelling personal reasons with full pay pending approval of the Superintendent upon application thereof. Necessary personal day is construed to mean that such business is essential and will require the presence of the employee on a day school is in session. Since the application requires approval by the Superintendent it is incumbent upon the requestor to make known sufficient details of the need for the "necessary personal day" except in those rare circumstances where the nature of the details is such that privacy must be maintained. In the latter case a written statement that the business is personal and is of "emergency" nature in the context of this policy should be submitted to the Superintendent. Should the request be denied approval by the Superintendent, a written reason will be returned to the requestor.
- B. Death in the immediate family five (5) days. (Immediate family to include: mother, father, husband, wife, sister, brother, son, or daughter, or the same in-laws.) Other deaths may receive the same consideration at the discretion of the Superintendent.
- C. Such other days for visitations, conferences, meetings, etc., at the discretion of the Superintendent.
- D. A monthly report shall be submitted to the President of the Frankford Education Association of the number and types of requests for personal days.

ARTICLE XV

## EXTENDED LEAVES OF ABSENCE

A. Maternity:

When a teacher is aware that she is pregnant, she shall notify the principal or superintendent so that plans for her replacement, when necessary, may be made. A teacher who becomes pregnant may remain in her position so long as her condition does not interfere with the efficient and thorough performance of her duties. The Board of Education shall not remove any teacher from her duties on the ground that her condition prevents her from performing her responsibilities in an efficient and thorough manner unless the teacher cannot produce, at the request of the Board, a written certification from her physician that she is physically capable of performing her responsibilities in an efficient and thorough manner.

A teacher may request a maternity leave of absence due to pregnancy at any time of her choosing.

The period while on maternity leave does not count towards the acquisition of tenure. However, the periods of employment before and after such leave shall be tacked on or added together in computing the period of employment for tenure and salary purposes.

Non-tenured employees are entitled to a maternity leave within the contractual school year in which the leave is obtained. However, the Board may grant leaves for longer periods at its discretion.

A teacher on maternity leave may return to her position in the school district when mutually agreeable.

The period of absence for maternity leave shall not constitute equivalent experience for salary purposes. The teacher returning from



maternity leave shall be placed on the appropriate step on the salary guide in accordance with her experience and degree level.

B. Other Leaves of Absence:

And such other extended leaves as deemed necessary by the Frankford Township Board of Education upon written request.

## ARTICLE XVI

PROFESSIONAL ADVISORY COUNCILA. Establishment

1. The purpose of the Council shall be to advise the Board through recommendations, based on research and evaluation, regarding matters of mutual interest relative to the educational program. These recommendations may include methods of implementation. The Council may consider, but not limited to: advising the Board on such matters as curriculum improvement, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other matters of mutual interest regarding the effective operation of the Frankford Township School.

B. MEMBERSHIP

1. The Council shall consist of three (3) representatives appointed from the Board of Education and three (3) representatives selected from the association.
2. The Council shall establish its own rules and procedures.

C. MEETINGS

1. Regular meetings of the Council shall be conducted monthly unless otherwise determined by the Council.
2. Special meetings may be called by the chairman of either party. At least one week's notice shall be required before each meeting.
3. Agendas shall be initiated by the party calling the meeting

## ARTICLE XVI

## Advisory Council

and shall be available to Council members at least two days prior to the meeting date.

## D.

1. The Board shall consider and study all written recommendations submitted to it by the Council for possible action. If the Board does not accept such recommendations, it shall state the specific reasons for such actions in writing to the Council.
2. Reports of the Council shall include minority as well as majority views.
3. Nothing in the article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators or professional advisors, as the original members herein designated shall determine are desirable and appropriate for said purpose.

## ARTICLE XVII

INSURANCE PROTECTION

- A. The School Board shall continue to provide the Health Care Insurance Protection. The Board shall pay the full premium for each teacher (and his family if applicable).

The insurance protection shall be the New Jersey State Health Benefits Plan for the 1980-81 and the 1981-82 school year.

- B. The Board shall provide individual dental care benefits for all employees under Connecticut General. The benefits shall be as follows:

Deductible amount - none

Class I - Preventive services - 100%

Class II - Basic services - 85% (15% copayment)

Class III - Major services - 65% (35% copayment)

Class IV - Orthodontia services - 50% (50% copayment)

Calendar year maximum amount for Class I, II, III - \$1,000.00

Lifetime maximum amount for Class IV - \$ 750.00

## ARTICLE XVIII

SABBATICAL LEAVES

A teacher who has taught at Frankford Township School for at least four full years may apply for a leave of absence to pursue program towards an advanced degree, or to pursue some specific program to bring improvement to his teaching knowledge and technique: Such program must be outlined in some detail, and, an approval of the request will depend upon an evaluation of the probable benefit to the school of the program as outlined.

Requests for Sabbatical Leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December first and action must be taken on all such requests by February 1st, of the school year preceding the school year for which the Sabbatical Leave is requested.

After a period of service of seven or more years at Frankford Township School a teacher whose program has been approved shall receive either the full salary to which he would normally be entitled for five months, or one-half of his salary for ten months. If less than seven years of service has been completed a proportional amount of the above shall be paid, depending on the years actually served, e.g. for five years service, 5/7 of full salary for five months or 5/14 of full salary for ten months.

The recipient of such a grant shall sign an agreement to return to Frankford Township School for at least two years after the leave of absence. The agreement shall also specify that if the recipient does not return to Frankford Township School the full amount of the grant will be repaid to the school within two years of the end of the leave. If only one year is served after the leave, one half of the grant shall be repaid within the following year.

Not more than one member of the faculty shall be granted leaves in

## ARTICLE XVIII

## SABBATICAL LEAVES (continued)

anyone year. If there are more applicants than available grants, the probable benefit to the school of the programs proposed will be the basis of selection.

A teacher may be considered for an additional leave of absence at the Board's discretion.

The time that the teacher is on leave shall not be counted towards years of service for salary purposes.

## ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. Any and all matters regarding school policy not covered specifically in this Agreement shall be the prerogative of the Board of Education.
- B. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be reproduced at Board expense after the Agreement is signed, and shall be presented to all teachers employed by the Board.
- E. Representatives of the Board and the Association's negotiating committee shall, if requested by either party, meet at least once each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Such meetings shall not replace grievance procedures.

## ARTICLE XIX

## MISCELLANEOUS PROVISIONS

- F. Each party shall submit to the other at least seven (7) days prior to the meeting an agenda covering matters they wish to discuss.
- G. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing and submitted for adoption to the Board and the Association.



ARTICLE XX

## RIGHTS OF THE BOARD

- A. Except as otherwise provided in the Agreement and under the provision of Chapter 303, Public Laws 1968, and Chapter 123 (1974) the Association recognizes that the Board has the responsibility to manage and direct, in behalf of the public, all the operations and activities of the Frankford School District to the extent authorized by law.

## ARTICLE XXI

TEACHER EVALUATION

1. All evaluation of teachers shall be done openly, with full knowledge of the teacher being evaluated. No eavesdropping, "bugging," or other hidden surveillance shall be used.
2. The teacher is entitled to know that the evaluator, himself, has been an experienced and successful classroom teacher, specifically the Superintendent or Vice-Principal.
3. Evaluation must take note of special circumstances. The teacher of special education, for example, does not use the same teaching techniques as the teacher in the regular classroom.
4. The teacher shall be given a copy of the evaluation report within one day of the evaluation to allow sufficient time before a conference to study it thoroughly, except in emergencies.
5. The conference shall occur at a mutually agreeable time within five (5) school days of the evaluation. In the event of a legitimate delay the party requiring the delay shall so inform the other party.
6. No evaluation reports shall be submitted to the central office or otherwise acted upon before the conference between teacher and evaluator.
7. The evaluation report shall include an assessment of (1) the strengths of the teacher; (2) progress the teacher has made since the previous evaluation; (3) remaining difficulties; and (4) specific suggestions on measures the teacher can take to improve his performance in areas where difficulties have been indicated.
8. No teacher should be asked to sign a blank or incomplete evaluation form.
9. No material derogatory to a teacher's conduct, service, character, personality, or reputation shall be placed in the teacher's personnel file - including an evaluation report - unless the teacher has first been shown the material and had an opportunity to review it.
10. To any material prepared for his personnel file, the teacher shall have the right to submit a written answer which, after being reviewed by the superintendent or his designee, is attached to the file copy.
11. The teacher shall have the right, upon request, to review the contents of his personnel file and to receive, at board expense a copy of any documents contained therein.

## ARTICLE XXI

TEACHER EVALUATION (continued)

12. The teacher shall have the right to indicate those documents in his personnel file which he believes are obsolete or otherwise inappropriate to retain. After a review by the superintendent or his designee, such materials shall be destroyed. Disputes over the retention of such documents shall be considered grievances, with action beginning at the superintendent's level.
13. At least two evaluators - not just one - shall observe the work of every educator before he is granted tenure. The granting or denial of tenure shall be the decision of the Board of Education.
14. Any evaluation form or its contents shall be treated as confidential information by all persons handling it.
15. Any evaluation form or its contents shall only be transferred with the written consent of the person evaluated.

GUIDE #27  
(Continued)

CONFERENCE REPORT

DATE \_\_\_\_\_ TIME \_\_\_\_\_ TO \_\_\_\_\_

STRENGTHS:

NEED FOR IMPROVEMENT:

SUGGESTIONS OFFERED:

TEACHER \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

SCHOOL \_\_\_\_\_

## Philosophy of Evaluation

The purpose of evaluation is to improve the quality of the educational program. Evaluation techniques, therefore should emphasize a program and procedure to offer assistance to teachers to aid in the upgrading of educational experiences available to students. Evaluation should be constructive and positive and designed to contribute to successful teaching. Valid and objective measures should be utilized to assess professional staff behavior and should include concern for academic competence, communicative skills, classroom management techniques, desirable interpersonal relationships, and in general professional attitude. The evaluation program and criteria should be built around the established educational goals and objectives developed or accepted by the professional staff. These educational goals should be in writing and clearly understood by all concerned. Evaluation should be continuous and the techniques employed for it should be reviewed periodically and revised when necessary to improve its quality.

## ARTICLE XXII

GRADUATE CREDIT REIMBURSEMENT

Graduate credits shall be reimbursed at the rate of \$45.00 per credit up to a maximum of nine (9) credits per year. Prior approval must be received from the superintendent.

ARTICLE XXIIIOUTDOOR EDUCATION

Teachers who participate in the Outdoor Education Program on an overnight basis with the prior approval of the Superintendent shall receive \$20.00 per night.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1980, and shall continue in effect through June 30, 1982.

In Witness Whereof the Association has caused this agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board this \_\_\_\_\_ day of \_\_\_\_\_ 1980.

This agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate original copy being permanently bound.

FRANKFORD TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
Rhea C. Fountain, III, President

ATTEST:

FRANKFORD TOWNSHIP EDUCATION ASSOCIATION

\_\_\_\_\_  
Annabel Fitzpatrick  
Secretary

By \_\_\_\_\_  
George M. Flynn, President

ATTEST:

\_\_\_\_\_  
Secretary



