

AGREEMENT

Regarding the Terms and
Conditions of Employment

Between

The BOARD OF EDUCATION

of the

FRELINGHUYSEN TOWNSHIP^{*}
SCHOOL DISTRICT

and the

FRELINGHUYSEN EDUCATION ASSOCIATION

Effective July 1, 1995
Through June 30, 1998

THIS AGREEMENT made the 17th day of May, 1995 BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF FRELINGHUYSEN, a municipality of Warren County and the State of New Jersey

AND THE FRELINGHUYSEN EDUCATION ASSOCIATION, an association located in the Township of Frelinghuysen in the County of Warren and the State of New Jersey. This contract shall be in effect from July 1, 1995 through June 30, 1998.

In consideration of the mutual benefits accruing to each of the aforesaid parties by virtue of this agreement, they do respectively agree as follows:

- I. Definitions: WHEN used in this agreement the terms hereinafter set forth, should have the following meanings:
 - A. "Academic Year" shall mean the period between the opening day of school in the school district after the general summer vacation and the next succeeding summer vacation.
 - B. "Association" shall mean the Frelinghuysen Education Association.
 - C. "Board" shall mean the Board of Education of the Township of Frelinghuysen.
 - D. "Chief School Administrator" shall mean the administrative head of the school district as designated by the Board.
 - E. "Contract Year" shall mean the period covered by the definition of academic year plus four (4) days.
 - F. "Part-Time Teacher" shall mean a publicly employed teacher who holds all necessary certifications as required by N.J.R.S. Title 18A, but is employed by the Board for less than five full days per week.
 - G. "Retirement" shall mean the withdrawing of an individual from the teaching profession with no intent to procure similar employment on a full-time basis.

- H. "Salary Schedule" shall mean a schedule of minimum salaries as hereinafter set forth fixed in accordance with years of employment and college or university degree or the equivalent as defined by N.J.R.S. 18:29-6.
 - I. "School District" shall mean the corporate limits of the Township of Frelinghuysen and the public schools situated therein.
 - J. "School Year" shall mean the period between July 1st and continuing through the following June 30th.
 - K. "Statute" shall mean the statutory law of the State of New Jersey as set forth in the New Jersey Revised Statutes which shall hereinafter be referred to as "N.J.R.S."
 - L. "Teacher" shall mean a full-time publicly employed teacher who holds all necessary certifications as required by N.J.R.S.
- II. REPRESENTATION AND PURPOSES: The Association is the representative agency designated and selected by the majority of the teachers within the school district. The Association represents that it has been so designated and selected by the aforementioned teachers voting in an election conducted pursuant to the provisions of N.J.R.S. 34:13A-5.3 and that it is the exclusive representative for the collective negotiations concerning the terms and conditions of employment of the teachers within said school district. The Board of Education and the Association represent that this agreement has been signed by the authorized representatives of the Board and Association.
- III. SCOPE OF AGREEMENT: This agreement shall be binding upon the Board and the Association including all of the Teachers within the school district. This agreement shall be subject to all mandatory statutes of the State of New Jersey and any question of policy not

defined in the aforementioned statutes or this agreement shall remain within the exclusive province of the Board. This agreement shall take effect upon execution hereof for the coming year to commence July 1, 1989 shall expire June 30, 1991 and shall automatically be extended from year to year unless a supplemental or new agreement shall be executed by the Board and Association.

IV. NEGOTIATIONS: The Association or its duly empowered officers shall prepare in written form any proposals or amendments to this agreement for a subsequent school year. Said proposals shall be presented to the Board on or before 120 days prior to the Board's budget hearing. Thereafter, negotiations shall be conducted between the Board and Association on a regular basis with the aim being a settlement prior to the school election.

V. TEACHER EMPLOYMENT: All teachers employed by the Board shall receive annual remuneration pursuant to the salary schedule hereinafter set forth taking into consideration the individual teacher's years of employment and college or university degree obtained or its equivalent. All part-time teachers employed by the Board shall receive remuneration pursuant to said salary schedule on a pro-rated basis. As for example, if a teacher is employed two days a week, he or she shall receive two fifths of the full time salary as hereinafter provided. All teachers with military service shall be given credit for the same after the first year of employment by the Board to a maximum of four years as defined by N.J.R.S. 18A: 29-11. Prior experience by a teacher in public, private or parochial schools may constitute credit toward years of employment on an individual basis in the case of a particular teacher and at the discretion of the Board.

The salary schedule hereinafter set forth shall not apply to any person whose employment is based on an emergency certificate and such persons shall receive remuneration on an individual basis as may from time to time be determined by the Board.

The provisions of this agreement shall not apply to any person employed as a substitute teacher on a day to day basis.

To insure equal employment opportunity for all persons and to prohibit discrimination in employment because of sex, race, color, creed, religion, national origin and to have equal access to all categories of employment in the public education system of Frelinghuysen Township School District and that an intensive Affirmative Action Employment not limited to but including upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation including fringe benefits; employment selection or selection for training and apprenticeship; promotion or tenure.

- VI. SALARY SCHEDULE: The following schedule is hereby adopted as the minimum salary for teachers having the requisite experience and degree or equivalent, as hereinafter set forth for the years 1959-96, 1996-97 and 1997-98 as shown on Tables A, B and C respectively.

FRELINGHUYSEN ELEMENTARY SCHOOL
TEACHERS' 1995-1996 GUIDE

YEARS	RATIO	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1.0000	27805	.0309	.0618	.0933	.1244	.1555
2	1.0250	28500	28664	29523	30398	31263	32127
3	1.0548	29329	29359	30218	31093	31958	32822
4	1.0828	30107	30188	31047	31922	32787	33651
5	1.1278	31358	30966	31826	32701	33566	34430
6	1.1708	32554	32218	33077	33952	34816	35681
7	1.2148	33778	33413	34272	35147	36012	36876
8	1.2468	34667	34637	35496	36371	37236	38100
9	1.2668	34667	35526	36388	37261	38126	38990
10	1.2668	35223	36083	36942	37817	38681	39546
11	1.2923	35932	36792	37651	38526	39390	40255
12	1.3183	36655	37515	38374	39249	40113	40978
13	1.3622	37876	38735	39594	40469	41334	42198
14	1.4085	39163	40023	40882	41757	42621	43486
15	1.4465	40220	41079	41938	42813	43678	44542
16	1.4915	41471	42330	43190	44065	44929	45793
LONGEVITY							
16	1.5305	42556	43415	44274	45149	46013	46878
17	1.5695	43640	44499	45358	46233	47098	47962
18	1.6085	44724	45584	46443	47318	48182	49047
19	1.6475	45809	46668	47527	48402	49267	50131
20	1.6765	46615	47474	48333	49208	50073	50937
21	1.7065	47449	48308	49168	50043	50907	51772
22	1.7365	48283	49143	50002	50877	51741	52606
23	1.7705	49229	50088	50947	51822	52687	53551
24	1.7745	49340	50199	51058	51933	52798	53662
25	1.7793	49473	50332	51192	52067	52931	53795
26	1.7936	49872	50731	51590	52465	53329	54194
27	1.8079	50270	51129	51988	52863	53728	54592
28	1.8223	50668	51528	52387	53262	54126	54991
29	1.8366	51067	51926	52785	53660	54525	55389
30	1.8504	51450	52309	53169	54044	54908	55773
31	1.8642	51834	52693	53552	54427	55292	56156
32	1.8780	52217	53076	53935	54810	55675	56539
33	1.8918	52601	53460	54319	55194	56058	56923
34	1.9056	52984	53843	54702	55577	56442	57306
35	1.9193	53367	54227	55086	55961	56825	57690
36	1.9331	53751	54610	55469	56344	57209	58073
37	1.9469	54134	54993	55853	56728	57592	58457
38	1.9607	54518	55377	56236	57111	57976	58840
39	1.9745	54901	55760	56619	57496	58359	59223
40	1.9883	55285	56144	57003	57878	58742	59607
41	2.0021	55668	56527	57386	58261	59126	59990
42	2.0159	56051	56911	57770	58645	59509	60374
43	2.0297	56435	57294	58153	59028	59893	60757
44	2.0435	56818	57677	58537	59412	60276	61141

This guide consists of 15 steps with annual longevities beginning at step 16. Any teacher employed by the Frelinghuysen Board of Education prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

FRELINGHUYSEN ELEMENTARY SCHOOL
TEACHERS' 1996-1997 GUIDE

YEARS	RATIO	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1.0000	28425	.0300	.0600	.0951	.1268	.1585
2	1.0250	29136	29278	30131	31128	32029	32930
3	1.0548	29983	29988	30841	31839	32740	33641
4	1.0832	30790	30835	31688	32686	33587	34488
5	1.1112	31586	31643	32495	33493	34394	35295
6	1.1572	32893	32439	33291	34289	35190	36091
7	1.2012	34144	33746	34599	35597	36498	37399
8	1.2462	35423	34997	35850	36847	37748	38649
9	1.2662	35992	36276	37129	38126	39028	39929
10	1.2662	35992	36844	37697	38695	39596	40497
11	1.2992	36930	37783	38636	39633	40534	41435
12	1.3242	37640	38493	39346	40344	41245	42146
13	1.3501	38377	39229	40082	41080	41981	42882
14	1.3951	39656	40508	41361	42359	43260	44161
15	1.4426	41006	41858	42711	43709	44610	45511
16	1.4806	42086	42939	43791	44789	45690	46591
LONGEVITY							
16	1.5221	43265	44118	44971	45969	46870	47771
17	1.5636	44445	45298	46151	47148	48049	48950
18	1.6051	45625	46477	47330	48328	49229	50130
19	1.6466	46804	47657	48510	49508	50409	51310
20	1.6836	47856	48709	49562	50559	51460	52361
21	1.7156	48766	49618	50471	51469	52370	53271
22	1.7476	49675	50528	51381	52378	53280	54181
23	1.7826	50670	51523	52376	53373	54274	55175
24	1.8046	51295	52148	53001	53999	54900	55801
25	1.8071	51367	52219	53072	54070	54971	55872
26	1.8116	51494	52347	53200	54198	55099	56000
27	1.8161	51622	52475	53328	54326	55227	56128
28	1.8403	52312	53164	54017	55015	55916	56817
29	1.8646	53001	53853	54706	55704	56605	57506
30	1.8784	53393	54245	55098	56096	56997	57898
31	1.8922	53785	54637	55490	56488	57389	58290
32	1.9060	54177	55029	55882	56880	57781	58682
33	1.9197	54569	55421	56274	57272	58173	59074
34	1.9335	54961	55813	56666	57664	58565	59466
35	1.9473	55353	56205	57058	58056	58957	59858
36	1.9611	55745	56597	57450	58448	59349	60250
37	1.9749	56137	56989	57842	58840	59741	60642
38	1.9887	56529	57381	58234	59232	60133	61034
39	2.0025	56920	57773	58626	59624	60525	61426
40	2.0163	57312	58165	59018	60016	60917	61818
41	2.0301	57704	58557	59410	60408	61309	62210
42	2.0439	58096	58949	59802	60800	61701	62602
43	2.0576	58488	59341	60194	61192	62093	62994
44	2.0714	58880	59733	60586	61584	62485	63386

This guide consists of 15 steps with annual longevities beginning at step 16. Any teacher employed by the Frelinghuysen Board of Education prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

FRELINGHUYSEN ELEMENTARY SCHOOL
TEACHERS' 1997-1998 GUIDE

YEARS	RATIO	BA	BA+15	BA+30	MA	MA+15	MA+30
			.0305	.0610	.0954	.1272	.1590
1	1.0000	29200	30091	30981	31988	32914	33843
2	1.0250	29930	30821	31711	32716	33644	34573
3	1.0510	30689	31580	32470	33475	34403	35332
4	1.0790	31507	32397	33288	34292	35221	36150
5	1.1070	32324	33215	34106	35110	36039	36967
6	1.1350	33142	34033	34923	35928	36856	37785
7	1.1800	34456	35347	36237	37242	38170	39099
8	1.2255	35785	36675	37566	38570	39499	40427
9	1.2711	37116	38007	38897	39902	40830	41759
10	1.2981	37905	38795	39686	40690	41619	42547
11	1.3251	38693	39584	40474	41479	42407	43336
12	1.3510	39449	40340	41230	42235	43163	44092
13	1.3770	40208	41099	41990	42994	43923	44851
14	1.4221	41525	42416	43307	44311	45240	46168
15	1.4703	42933	43823	44714	45718	46647	47576
LONGEVITY							
16	1.5052	43952	44842	45733	46738	47666	48595
17	1.5401	44971	45862	46752	47757	48685	49614
18	1.5881	46373	47263	48154	49158	50087	51015
19	1.6361	47774	48665	49555	50560	51488	52417
20	1.6731	48855	49745	50636	51640	52569	53497
21	1.7051	49789	50680	51570	52575	53503	54432
22	1.7371	50723	51614	52505	53509	54438	55366
23	1.7721	51745	52636	53527	54531	55460	56388
24	1.8021	52621	53512	54403	55407	56336	57264
25	1.8311	53468	54359	55249	56254	57182	58111
26	1.8338	53547	54438	55328	56333	57261	58190
27	1.8365	53626	54516	55407	56411	57340	58269
28	1.8509	54046	54936	55827	56831	57760	58688
29	1.8653	54466	55356	56247	57251	58180	59108
30	1.8791	54868	55759	56649	57654	58583	59511
31	1.8928	55271	56162	57052	58057	58985	59914
32	1.9066	55674	56564	57455	58459	59388	60316
33	1.9204	56076	56967	57857	58862	59791	60719
34	1.9342	56479	57370	58260	59265	60193	61122
35	1.9480	56882	57772	58663	59667	60596	61524
36	1.9618	57284	58175	59065	60070	60999	61927
37	1.9756	57687	58578	59468	60473	61401	62330
38	1.9894	58090	58980	59871	60875	61804	62732
39	2.0032	58492	59383	60273	61278	62207	63135
40	2.0170	58895	59786	60676	61681	62609	63538
41	2.0307	59298	60188	61079	62083	63012	63940
42	2.0445	59700	60591	61481	62486	63415	64343
43	2.0583	60103	60994	61884	62889	63817	64746
44	2.0721	60506	61396	62287	63291	64220	65148

This guide consists of 15 steps with annual longevities beginning at Step 16. Any teacher employed by the Frelinghuysen Board of Education prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

- VII. PAYMENT OF SALARY: Teachers' salaries shall be paid over the academic year and on a ten month basis in twenty equal semi-monthly installments. Payments shall be by check bearing current date and issued on the 15th and 30th of each month from September through June. If such date falls on a holiday, weekend or during vacation when the school is not in session, payment shall be by check bearing current date and issued on the last working day prior to said date. The salary of any teacher may be withheld for the failure to perform the required duties of his or her position in accordance with the provisions of N.J.R.S. Title 18.
- VIII. STIPEND FOR PUPIL CONTACT: A fixed amount of \$100 per teacher having required pupil responsibility for overnight events. A fixed amount of \$50 for each teacher having required pupil supervision for the holiday and/or spring concerts.
- IX. LEAVES OF ABSENCE: Each teacher shall be allowed sick leave with pay on the basis of 15 school days for each year. The unused portion of the first 10 days shall be cumulative to be used for additional sick leave as needed in subsequent years. In the event of the death in the immediate family of a teacher, that teacher will be allowed an excused absence with pay as follows: five days for the death of a father, mother, brother, sister, wife, husband or child; three days for the death of grandparents, mother-in-law, or father-in-law, and; one day for the death of any other relative. In addition thereto, each teacher shall be allowed three days for the transaction of personal business that cannot be conducted outside regular school time. The request for such leave shall be made in writing to the CSA at least one day in advance. Any personal days not used will be added to accumulated sick leave at the end of each year.
- X. MATERNITY/ADOPTIVE/CHILD CARE LEAVE: Such leaves will be provided for the staff as outlined in Board Policy #4151.10.

- XI. HOSPITALIZATION AND DENTAL INSURANCE: The Board will provide and pay 100% for hospitalization for all full time teachers under full family coverage. The coverage will be under the New Jersey State Health Benefits Plan. The option of utilizing an alternate plan (HMO) will be at the employee's discretion, but any additional costs above the traditional N.J. State Health Benefits Plan will be the responsibility of the employee.

The Board will provide and pay 100% for dental insurance for all full time teachers under full family coverage. The coverage will be under Plan II-A of the Delta Dental Plan of New Jersey. Beginning in the 1993-1994 school year, this plan will include a \$50 deductible requirement for each teacher and their family members.

The Board shall furnish each teacher with a description of such insurance coverage at the commencement of each academic year. The aforementioned insurance coverage shall be subject to all terms and conditions set forth in the group policy obtained by the Board.

XII. PAYMENT FOR UNUSED SICK LEAVE:

- A. Upon termination of employment a stipend of \$10.00 for each day of accumulated sick leave shall be paid to the employee. There shall be no limit on the number of days counted.
- B. Upon retirement a stipend of \$15.00 for each day of accumulated sick leave shall be paid to the employee. There shall be no limit on the number of days counted.
- C. Such payment shall be made only if the person has had at least 10 years in our District.
- D. The Board reserves the right to pay this attendance bonus the year of termination or in the next budget year, whichever fits best the financial position of the Board. To insure an orderly transition, six months notice of said proposed retirement is requested.

- E. The stipend for unused sick days would be given to the estate of the employee in the event of his or her death.
- XIII. TUITION REIMBURSEMENT: Tuition Reimbursement will be provided for the staff as outlined in Board Policy 4131.1.
- XIV. CONVENTION EXPENSES: Teacher attending the annual NJEA Convention are entitled to a \$25 reimbursement for expenses. Additionally, teachers are entitled to a reimbursement of up to a maximum of \$25 for the purchase of "classroom teaching supplies" obtained at the convention. Reimbursement for supplies is contingent on the submission of receipts and approval of the CSA.
- XV. CURRICULUM DEVELOPMENT: Board Policy 4143, "Extra Pay for Extra Work" outlines the manner in which curriculum development work will be accomplished.
- XVI. GRIEVANCE PROCEDURE: A teacher with a grievance shall first discuss the grievance with the CSA and attempt to resolve the matter.

If the aggrieved person is not satisfied with the disposition of this grievance, or if no decision has been rendered within five days, the teacher may submit his grievance to the Board of Education in writing. The Board shall confer with the teacher within seven days and give an answer within another seven.

If the aggrieved person is not satisfied with the disposition of this grievance at the second level or if no decision has been reached, the aggrieved person may request that the Professional Right and Responsibilities Committee of the Association submit the grievance to advisory mediation, if upon review, it finds that the grievance has merit. The Board and the P.R. & R. Committee shall attempt to agree upon a mutually acceptable mediator and shall obtain from the Mediator a commitment to serve.

The Mediator selected shall confer with the representatives of the Board and the P.R. & R. Committee and hold a hearing promptly. He shall issue his decision not longer than twenty days from the date of the closed hearings or, if oral hearings have been waived, from the date the final statements and proof of the issues are submitted to him. The decision of the Mediator shall be submitted to the Board and the Association. The costs for services of the Mediator shall be borne equally by the Board and the Association.

The aggrieved person shall have the right to representation of all stages of the grievance procedure.

The definition for "grievance" shall be understood to be a real or imagined wrong; reason for being angry or annoyed; cause for complaint.

- XVII. INDIVIDUAL TEACHER CONTRACT AND/OR LETTERS OF INTENT: On or before May 15, or otherwise prescribed by statute (Title 18A;27-10) and/or State Department of Education directive, the Board shall submit contracts to all teachers without tenure which it desires to re-employ for the following school year.

The Board shall also issue a letter of intent to all teachers under tenure within the school district by the same May 15th deadline. Said contracts and letters of intent shall set forth the annual salary to which said teacher is entitled pursuant to the salary schedule herein before set forth and shall also indicate the tentative grade assignment of the teacher for the forthcoming school year. If such contracts are accepted by the individual teachers, they shall also execute the same and return a signed copy to the Secretary of the Board within ten days thereafter. If the Board does not receive accepted contracts on or before June 1st preceding the next school year, it shall be conclusively presumed that the individual teachers do not intend to teach within the school district for the forthcoming school year and the Board shall, thereafter, be at liberty to negotiate for the employment

of replacement teachers. The final grade assignment for the forthcoming school year shall, of necessity, be at the discretion of the Chief School Administrator with the approval of the Board and may be changed prior to or during the subsequent academic year if a change becomes necessary.

XVIII. MISCELLANEOUS PROVISIONS: Neither the Board nor the Association shall discriminate against any teacher because of membership or non-membership in the aforementioned Association. The Board will furnish a copy of the agreement to each of the teachers within the school district within 15 days after the agreement is executed and shall file the same with the proper authorities as set forth in the statutes in such case made and provided.

IN WITNESS WHEREOF the parties have hereunto executed these premises the day and year first above written.

ATTEST:

BOARD OF EDUCATION
TOWNSHIP OF FRELINGHUYSEN

Secretary

BY _____
Vice-President

ATTEST:

FRELINGHUYSEN EDUCATION
ASSOCIATION

Secretary

BY _____
President

DATE: _____