

NOT CIRCULATE
7/1/77 - 6/30/78
21-06

THIS AGREEMENT made the 1st day of March 1977, BETWEEN the BOARD OF EDUCATION OF THE TOWNSHIP OF FRELINGHUYSEN, a municipal corporation located in the Township of Frelinghuysen, in the County of Warren and the State of New Jersey.

AND the FRELINGHUYSEN TEACHERS ASSOCIATION, an incorporated association located in the Township of Frelinghuysen, in the County of Warren and the State of New Jersey.

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 herein after set forth, should have the following meanings:

1. "Board" shall mean the Board of Education of the Township of Frelinghuysen.
2. "Association" shall mean the Frelinghuysen Teachers Association.
3. "School District" shall mean the corporate limits of the Township of Frelinghuysen and the public schools situated therein.
4. "Statue" 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."
5. "Teacher" shall mean a full time publicly employed teacher who holds all necessary certifications as required by N.J.R.S.
6. "Part-Time teacher" shall mean a publicly employed teacher who holds all necessary certifications as required by N.J.R.S. Title 18, but is employed by the Board for less than five full days per week.
7. "Principal" shall mean the administrative head of the school district as designated by the Board.
8. "School year" shall mean the period between July 1st and continuing through the following June 30th.
9. "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 and 10 days before and after said period.

10. "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. 18A:29-6

II. REPRESENTATIONS AND PURPOSES: The Association is the representative agency designated and selected by a 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 and the Association represent that this agreement has been signed by the authorized representatives of the Board and Association.

II. 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 requirements of N.J.R.S. Title 18 and subject to other 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 school year to commence July 1, 1977 and shall expire June 30, 1978, and shall be automatically extended from year to year unless 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 required budget submission date at the County Superintendent's Office.

Thereafter, negotiations shall be conducted between the Board and Association during the next 30 days, the aim being that all negotiations shall be concluded by 90 days prior to the board's required budget submission date or the mediation

process under PERC shall be evoked. If mediation does not result in agreement by 30 days before budget submission the fact finding process shall take effect.

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 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 private or parochical schools may constitute credit toward years of employment on a 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 a 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.

STEP	B.S.	B.S. + 30	M.S.	M.S. + 30
1	9,850	10,150	10,450	10,750
2	10,176	10,476	10,776	11,076
3	10,562	10,862	11,162	11,462
4	10,963	11,263	11,563	11,863
5	11,378	11,678	11,978	12,278
6	11,809	12,109	12,409	12,709
7	12,258	12,558	12,858	13,158
8	12,723	13,023	13,323	13,623
9	13,207	13,507	13,807	14,107
10	13,708	14,008	14,308	14,608
11	14,228	14,528	14,828	15,128
12	14,769	15,069	15,369	15,669
13	15,330	15,630	15,930	16,230

- 1) ADD \$300 for each 3 years teaching experience above last step on present guide.
- 2) NON-Degree personnel to be hired at \$1,000 below appropriate step on B.S Guide.
- 3) Teachers with an earned Doctorate Degree to be hired \$600 above salary scale for M.S. + 30.

VII. PAYMENT OF SALARY: Teacher's salaries shall be paid over the academic year and on a ten month basis in twenty equal semi-monthly installments, or if chosen by the individual on a 12 month basis in 24 equal semi-monthly installments. Payments shall be by check bearing current date and issued on the 15th and 30th day 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. 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 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 at least one day in advance.

IX. HOSPITALIZATION INSURANCE: The Board will provide and pay 100% premium for all teachers under full family coverage. (To include the State Plan Blue Cross, Blue Shield, Rider J, Major Medical) 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.

X. GRIEVANCE PROCEDURE: A teacher with a grievance shall first discuss the grievance with the principal 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 days.

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 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 representatives of the Board and the P.R.&R. Committee and hold a hearing promptly. He shall issue his decision not later than twenty days from the date of the close hearings or, if oral hearings have been waived, from the date the final statements and proofs 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.

XI. INDIVIDUAL TEACHER CONTRACTS AND LETTERS OF INTENT:

On or before March 15th preceding the school year, 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. 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 April 1 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 principal with the approval of the Board and

may be changed prior to or during the subsequent academic year if a change becomes necessary.

XII. MISCELLANIOUS PROVISIONS: Neither the Board of the Association shall discriminate against any teacher because of membership or non-membership in the ^{or} 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

_____ by _____
Secretary President

ATTEST:

FRELINGHUYSEN TEACHERS
ASSOCIATION

_____ by _____
Secretary President

DATE: _____

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