

4-0416

19-06

AGREEMENT BETWEEN THE BOARD OF EDUCATION

OF THE BOROUGH OF FRANKLIN

Borough Board

AND

of Education

THE FRANKLIN EDUCATION ASSOCIATION

X JULY 1, 1978 THROUGH JUNE 30, 1979

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THIS AGREEMENT, entered into this seventeenth day of July, 1978, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN, hereinafter called the "Board", and the FRANKLIN EDUCATION ASSOCIATION, an unincorporated association, hereinafter called the "Association".

WITNESSETH, That WHEREAS, a majority of the teaching staff of the Franklin Public School system have designated the Franklin Education Association as their representative for the purpose of collective negotiation in accordance with and pursuant to the provisions of N.J.S.A. 34:13 A-513, and

WHEREAS, the Association and the Board have reached certain understandings which they desire to confirm in this agreement pursuant to Chapter 303 Public Laws of 1968:

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The parties hereto agree that the Grievance Procedure set forth in the schedule annexed hereto and marked "Schedule A" shall be utilized as the Grievance Procedure for the settlement of disputes respecting terms and conditions of employment under this contract until the parties hereto shall have agreed upon a different Grievance Procedure through further negotiations.

2. The salary of all teachers covered by this agreement is set forth in the Salary Guide annexed hereto and made a part hereof as "Schedule B", in addition to the compensation paid to the employees under the Salary Guide as aforementioned, the Board shall provide and pay for family plan Blue Cross and Blue Shield hospitalization and medical coverage with Rider J attachment for all employees except as otherwise provided by this agreement.

3. The coaches and non-coaches' Extra-curricular Salary Guide shall be as set forth in the Schedule annexed hereto and marked "Schedule C" upon agreement between the parties hereto.

Affixed hereto and made a part hereof is "Schedule D" containing those provisions which have been mutually agreed upon between the parties since the initial contract agreement dated May 6, 1969 which shall constitute a portion of this agreement according to paragraph 4 hereof.

4. This agreement shall continue in effect until June 30, 1979, except that the parties hereto expressly agree and covenant that they shall continue to negotiate with respect to any and all terms and conditions of employment affecting the rights of the employees of the Board of Education and all such provisions mutually agreed upon hereafter shall automatically be reduced to writing and incorporated in said agreement to become effective as soon as the same have been mutually agreed upon. All such additional provisions so mutually agreed upon and evidence in writing shall be annexed to this agreement as additions thereto until the parties hereto are satisfied that they have completed the formulation of all the terms and provisions of a final agreement, after which such final agreement shall be reduced to a

a final written document to be executed by and on behalf of the parties hereto.

1. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than / 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.

IN WITNESS WHEREOF, the Association has cause this agreement to be signed by its representative and the Board has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

#### RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof do ratify, acknowledge and agree that this contract agreement dated July 17, 1978 shall constitute the agreement between the Association and Board pursuant to Chapter 303 Public Laws of 1968 until further modified in accordance with the provisions thereof.

DATED:

FRANKLIN EDUCATION ASSOCIATION

BY Conrad J. MacTee  
President

ATTEST:

BOARD OF EDUCATION OF THE  
BOROUGH OF FRANKLIN

Louis A. ...  
Secretary

BY Donald ...  
President

## SCHEDULE "A"

### GRIEVANCE PROCEDURE

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding grievances and disputes by employees of the school system so as to facilitate and assure the smooth and efficient operation of the local school system and to recognize and guarantee the rights of the employees thereof to an orderly and complete process for hearing and deciding all controversies within the said school system.

1. Grievance procedures shall be conducted on the following levels:

Level 1: In the event that any person, while in the employ of the Board of Education of the Borough of Franklin shall for any reason be aggrieved by the application, interpretation or alleged violation of any rule, regulation, policy or decision of his immediate supervisor, the administration or the Board of Education, said employee shall present this immediate superior for consideration in verbal or written form.

A. "Immediate Supervisor" is that person directly superior to the complainant who is charged with the responsibility of deciding, carrying out, formulating or implementing the subject matter of the dispute.

Level 2: In the event that the complainant is dissatisfied with the decision of his immediate superior or in the event that the controversy cannot be settled at Level 1, then, in that case, the complainant shall have the right to refer the said controversy to the person next in administrative responsibility who shall be the principal of the respective school wherein the controversy exists. Upon referral of a complaint to the principal, the complainant and the immediate superior may submit a written report together with supporting data or information setting forth the reason or reasons for the controversy and his or her recommended disposition by said school principal. Thereupon, the respective school principal may review the matter informally, if both parties agree, or if not, he shall set a time and a place for a hearing and review of the complaint in the presence of the complainant and his respective superior not more than five school days thereafter and the principal shall render his decision within five days after the close of the hearing or review unless both parties shall consent to an extension of said times.

Level 3: In the event that the controversy cannot be settled by the respective school principal, or, if the decision reached after hearing is not acceptable to the employee, the employee shall, within five days after the decision of the principal, have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

A. Upon referral of a complaint to the Superintendent of Schools the respective principal to whom the appeal was first made may prepare a written report of his findings and decision which said report shall be submitted to the Superintendent and the complainant. The Superintendent of Schools may review the matter informally, if both parties agree, or if not, he shall thereupon schedule a hearing date not more than ten days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his decision within five days after the close of said hearing or review, unless both parties shall consent to an extension of said times.

Level 4: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent the complainant within ten days thereafter, notify the Superintendent of his intention to exercise his right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies of which shall be delivered to the complainant's immediate supervisor, the respective school principal and the Superintendent of Schools, whereupon the school board at its next regularly convened monthly meeting or at a special meeting called by the Board for the purpose of hearing the controversy shall afford all parties an opportunity to be heard.

A. Upon application for review by the Board of Education the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings, for the Board of Education, which said report shall be submitted to the complainant for his or her review at least five days prior to the scheduled hearing of the case by the Board.

Level 5: The aggrieved person may, after a hearing by the Board as per Level 4, if not wholly satisfied by their judgement, appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the administration and one representative of the FEA which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and school system in event of acceptance or rejection of the relief sought and further confer with the principal parties involved or their representatives as to the factual allegations and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten days after the decision of the committee, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty days after said conferences. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decisions shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

11. In all informal grievance proceedings both parties shall endeavor to dispose of the same by direct conferences and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the other, upon three days notice, advise the other party of his, her or its desire to have a representative appear with or for him, her, or them, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his own choice present at his discretion upon three days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the fourth level, this may be done, if it is mutually agreeable to both parties.

A. When a member of the Franklin Education Association is involved in such a grievance procedure, he may be represented pursuant to the preceding paragraph by a representative of the Association without further evidence of its authority to act in his behalf. Representatives of other organizations shall present satisfactory written evidence of their authority to act, including the names of the individual employees actually represented thereby.

B. Any individual employee, groups of employees and representatives of minority groups shall within the framework of this policy have the right to be heard as herein provided.

C. All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the chief administrator of the school system to all employees affected by the said decision.

#### SCHEDULE "D"

##### I. ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association upon request,

information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purposes of mailing, informing and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purposes of proposal calculation only.

- B. Whenever any member--representative of the FEA or any teacher is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. Representatives of the FEA shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations as set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto (except in cases of an Association declared emergency) whereupon the permission for said use shall not be unreasonably withheld.
- D. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request in such locations and at such times as set by the Administration but in no event during school hours.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board of Education at the price paid by the Board provided that these supplies are on hand in sufficient quantities to meet the education needs of the school.
- F. The Association shall share with the Administration a bulletin board for official business in each faculty lounge.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes with the provision that this does not interfere with regular school business as determined by the School Principal.

#### II. SCHOOL CALENDAR

The school calendar now under the county-wide application shall be the guiding instrument for school operation. The Association shall be afforded an opportunity to convey its thinking and sentiments relative to the ensuing calendar's construction.

#### III. NON-TEACHING DUTIES

Unless a personal objection is lodged with the School Principal prior

to the execution of the teachers' extra-curricular agreement for the ensuing year, teachers may be required to drive students to activities of which that teacher is a sponsor, which take place away from the school building. In an emergency, any teacher who is a sponsor of an activity, may be required to drive students to that activity.

#### IV. TEACHER EMPLOYMENT

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1974-1975 school year in accordance with the following paragraph:

Full credit shall be given for previous teaching experience, rounded off to the nearest full year, upon initial employment in accordance with the provisions of "Schedule A". Additional credit for active military experience without limit shall also be granted. As of the beginning of the 1970-71 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

#### V. SICK LEAVE ACCUMULATION

As of September 1, 1973, whenever the Board of Education thereafter employs a teacher who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant full credit for these days. Accumulation of these sick leave days from another school district shall be credited after certification from the prior employing school district. The responsibility for obtaining this certification shall be that of the teacher wishing the credit.

#### VI. SALARIES

A. The salaries of all teachers covered by this agreement are set forth in Schedule "B" which is attached hereto and made a part hereof.

The entire teaching staff may elect to be paid on a ten month basis or in twenty equal semi-monthly installments which said election shall be prior to and remain for any subsequent school year.

B. Teachers may individually elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June or monthly in July and August according to law.

C. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.



D. Teachers shall receive their final checks on the last working day in June after completion of their duties. Teachers shall receive the pay schedule for the school year on the first working day in September or the day of the Manual issue, but in either case, prior to September 15th.

## VI. TEACHER FACILITIES

A. By the beginning of the 1969-70 school year, the Board shall provide the following facilities:

1. Space in each classroom in which teachers may store instructional material and supplies.

2. A furnished room which shall be reserved for the use of the faculty except in emergency situations. Although the faculty 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.

3. A serviceable desk and chair for the exclusive use of each teacher.

4. Well-lighted and clean faculty rest rooms, separate from the student rest rooms except in emergency situations.

5. A separate private dining area for the exclusive use of the faculty when feasible.

6. Free and adequate off-street parking facilities.

7. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.

8. Adequate chalkboard space in every classroom where physically possible.

9. A complete and unabridged dictionary in every classroom where necessary as determined by the Administration.

10. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities.

B. Upon the request of the Association, vending machines may be installed in the faculty lounge and faculty lunchroom areas. The profits from all such machines shall be placed in the Franklin Education Association Scholarship Fund.

## VII. ABSENCE POLICY

### A. Absence

1. Any teacher or employee who may have cause to be absent from school must give notice to the principals or superintendent on the night before such absence, or not later than 8:00 A.M. on the day such absence is known to the teacher or employee. Failure to comply with the above may cause forfeit of payment of one full day's salary.

### B. Absence for personal illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

2. Absence for personal disability shall be allowed and shall include full pay not to exceed twelve days.

3. If fewer than ten school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be accumulative without limit. Days accumulated prior to 1954-55 are not to be lost but will be the starting figure for the new program. This is retroactive to September 1, 1954. Effective July 1, 1977, the above number of days shall be increased to twelve.

4. Absences on sick leave shall be charged first to the days allowed for the current school year until it is fully utilized and thereafter to the cumulative credit to the extent such credit is available.

5. In cases of illness extending beyond the teacher's or employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.

6. In all absences on sick leave exceeding three consecutive school days, the teacher or employee may be required to file a physician's certificate with the superintendent.

### C. Absence due to a death in the teacher's or employee's immediate family or household.

1. Absence due to a death in the teacher's or employee's immediate family or household shall be allowed with pay for the required period not to exceed five school days.

2. The term "immediate family", shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister brother.

- D. Absences due to death of non-immediate members of the family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. Teacher's or employee's pay less the substitute's pay shall be allowed for the additional two days if needed.
- E. Absence due to illness of a member of the teacher's or employee's immediate family, rendering the presence of the teacher at home critical, shall be allowed for a period of two days with pay. Teacher's or employee's pay less the substitute's pay shall be allowed for any additional days.
- F. Four days leave will be granted less a substitute's pay and two day's leave will be granted without loss of pay for school, legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the principal one week prior to the days requested and the applicant shall not be required to state reason for the absence provided the notice procedure is followed. No more than two teachers in each school shall be granted leave at any one time under this section without the permission of the Board of Education after application. Any fraction of a day shall be considered as a whole day's absence and the days are not cumulative except as stated below:

In case that the two days without loss of pay is not utilized in a given year, it will accrue to the employee's sick leave. For the 1977-78 school year, the "leave without loss of pay" in the above two paragraphs shall be increased to three days.

G. Professional business

1. Absences to attend conferences, workshops, critiques, visitations to other schools, conventions, shall be allowed with full pay upon approval by the superintendent.

a. Any such leave shall be limited to three days either staggered or consecutive, during any one school year.

b. No more than two teachers shall be permitted to exercise the privilege as herein provided at any one time.

c. Expenses for attendance at special convention or meeting shall be allowed a teacher by the Board of Education upon recommendation of the superintendent. In addition to the usual expenses to be approved by the superintendent, there shall be allowed travel expenses of fifteen (.15¢) per mile.

d. Any teacher desiring to attend a professional convention or meeting shall apply to the superintendent for approval not later than ten days in advance of the convention or meeting date or place.

V111. The Board of Education agrees to supply \$5500. for professional business for each year of the contract.

H. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with teacher's or employee's pay less substitute's pay upon the approval of the superintendent.

I. Court Order

I. Absence from school by reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the superintendent. If a teacher is a party to a suit, absence from school in that connection shall be without pay, unless the Board at its discretion shall determine otherwise.

J. All sabbatical leaves, extended absences and other absences not otherwise specifically covered herein, shall be considered only after application therefore to the Board of Education. In granting any leave upon such special application, the Board of Education reserves the right to impose such conditions and terms with regard to the time period; point on the salary guide when the teacher returns, position upon return and other matters as it deems appropriate.

K. In the event no substitute is available during a teacher's or employee's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.

IX. Payment for Credits

The Board of Education agrees to reimburse any staff member at the actual cost of a graduate credit which is taken while his contract is in effect at the Franklin School District up to a total of fifteen credits in any one year including the summer months between the effective dates of his contract. Twelve credits must be in the subject matter field in which he is employed or certified and three credits may be out of that field and must be taken after his Bachelor's Degree has been received. The effective date of this policy will be September 1, 1974.

Payment will be made in the month of September of the following term provided the teacher has furnished a transcript of this course to the office of the superintendent. If a transcript has not been furnished at that time payment will be made the month following the receipt of the transcript.

In the event that a teacher has left the system for any reason prior to payment, no payment will be made under this policy.

- X. Non-tenure teachers shall be evaluated by their superiors at least two times each school year to be followed in each instance by an evaluation report and a conference between the teacher and his superior for the purpose of identifying deficiencies, extending assistance for their correction, and improving instruction. Each teacher must sign the evaluation that will become a part of his permanent record. This will signify only that the evaluation has been read by the teacher. Written reports of evaluations are to be given to the evaluated teacher.
- XI. The FEA and the Board agree in matters of reduction in force that the proper channels as outlined in Title 18A be followed.
- XII. The daily teaching load in the high school shall be five teaching periods and one planning period. The teaching of any classes in addition to the five teaching periods may be required when the administration determines the necessity thereof due to emergency situations and the Board of Education expressly authorizes same. Any such additional teaching period shall be accepted by the individual teacher by separate voluntary written agreement. A copy of the signed and approved agreement will be filed with the FEA.

"SCHEDULE B"

1. Payment of substitutes will be at the rate of \$32.00 per day.
2. Staff members shall be paid at the rate of \$7.00 per fifty minute period for substituting.
3. Home instruction shall be paid at the rate of \$10.00 per hour.
4. The nursing staff will be compensated for summer work on a substitute hourly rate.
5. The Board of Education and the Franklin Education Association agree to a 7% increase in salaries for the 1978-1979 school year less the cost of a dental plan. The Board agrees to institute a dental plan for the 1978-1979 school year.
6. The Board of Education and the Franklin Education Association agree to a \$4000. increase in the extracurricular salaries for the 1978-1979 school year. Should it be necessary to drop personnel in the extracurricular field, reduction in the \$4000. will be made at the rate of increase which that position received.
7. Coordinators salaries will be increased by 7% for the 1978-1979 school year. Coordinators who lose teachers from their department shall be bound by the existing contract provisions. These salaries shall be reflected in Salary Guide "C" as approved by the FEA and the Board of Education.

FRANKLIN PUBLIC SCHOOLS  
FRANKLIN, N.J.

COORDINATORS SALARY SCHEDULE

1978-1979

Elementary Reading	Mrs. Van Fleet	649.00
Teacher-in-Charge-at Church	Mrs. Floridio	123.00
Social Studies	Mrs. Sekelsky	744.77
Math	Mrs. Fernandez	772.77
English	Mr. Dudzinski	849.00
Business	Mrs. Sencevicky	699.22
Physical Education	Mr. Myers	812.37
Language	Mr. Dolci	662.51
Science	Mr. Cichon	946.11
Coop. Office Education	Miss Zapoticzny	
C.I.E.	Mr. Alexander	

SALARY GUIDE  
SCHEDULE B 1978-1979

STEP	ND	BA	BA+30	MA BA+45	MA+30	MA+60
1	9515	10615	11325	12045	12765	13485
2	9925	11025	11735	12455	13175	13895
3	10335	11435	12145	12865	13585	14305
4	10745	11845	12555	13275	13995	14715
5	11155	12255	12965	13685	14405	15125
6	11565	12665	13375	14095	14815	15535
7	11975	13075	13785	14505	15225	15945
8	12365	13485	14195	14915	15635	16355
9	12795	13895	14605	15325	16045	16765
10	13205	14305	15015	15735	16455	17175
11	13615	14715	15425	16145	16865	17585
12	14025	15125	15835	16555	17275	17995
13	14435	15535	16245	16965	17685	18405
14	14845	15945	16655	17375	18095	18815
15	17645	18745	19455	20175	20695	21615



EXTRA-CURRICULAR SALARY GUIDE  
1978-1979

Debating	\$ 708
Drama	724
Drama Assistant	472
Music Director Play	372
AVA	751
Yearbook	940
Spotlight	656
Acorn	656
Student Council-High School	725
Student Council--Jr. High School	683
Student Council--Elementary	683
Class Advisor--Class of 1980	651
Class Advisor--Class of 1979	651
Band	1176
Drill Team	558
Cheerleading Advisor--Varsity	898
Cheerleading Advisor--Jr. Varsity	558
Cheerleading Advisor--Elementary	242
Athletic Director	800
Head Football Coach	1902
Football Assistant	1142
Football Assistant	1142
Head Freshman Football Coach	1201
Freshman Football Assistant	1142
Head Soccer Coach	1707
Soccer Assistant	1142
Elementary Soccer Coach	573
Cross Country Coach	951
Head Field Hockey Coach	1707
Head Girls Tennis Coach	1142
Head Boys Basketball Coach	1707
J.V. Boys Basketball Coach	1142
Freshman Boys Basketball Coach	1142
Jr. High Boys Basketball Coach	827
Head Girls Basketball Coach	1707
Assistant Girls Basketball Coach	1142
Jr. High Girls Basketball Coach	827
Head Wrestling Coach	1707
J.V. Wrestling Coach	1142
Elementary Wrestling Coach	826
Elementary Assistant Wrestling Coach	367
Dowling Coach	558
Ski Team Coach	558
Head Baseball Coach	1707
J.V. Baseball Coach	1142
Head Softball Coach	1707
Head Boys Track Coach	1214
Assistant Boys Track Coach	891
Head Girls Track Coach	1289
Assistant Girls Track Coach	946
Elementary Track Coach	410
Golf Coach	1142
Boys Tennis Coach	1142
Girls Intramurals	352