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THIS BOOK DOES  
**NOT** CIRCULATE

AGREEMENT  
BETWEEN THE FRANKLIN TOWNSHIP  
ASSOCIATION OF EDUCATIONAL  
SECRETARIES AND THE FRANKLIN  
TOWNSHIP BOARD OF EDUCATION

1970-1971

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ARTICLE I RECOGNITION

- A. Pursuant to Chapter 303, Public Laws of 1968 of the State of New Jersey, the Franklin Township Board of Education hereby recognizes the Franklin Township Association of Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:
  - (a) Secretarial, Clerical and Accounting Personnel, but excluding probationary employees.
  
- B. Unless otherwise specified in this agreement the personnel included in this unit described above shall be referred to as clerical personnel.

ARTICLE II NEGOTIATION PROCEDURE

- A. In accordance with the provisions of Chapter 303, Public Laws 1968 of New Jersey, the parties agree to commence negotiations for a successor Agreement not later than October 10, 1970.
- B. Upon the request by the Association President, the Board agrees to make known to the Association President when and where information is available that the Board is required to release by law.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, pending ratification by the Association and approval and adoption by the Board.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

## ARTICLE III GRIEVANCE PROCEDURE

### A. Definitions:

1. Grievance procedures are means by which employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
2. A grievant is the person or persons making the claim.
3. A "grievance" is defined to mean a claim by an employee that there has been to him or her a misapplication, violation or misinterpretation of policies, agreements or administrative decisions.

### B. Purpose:

1. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level.

### C. Procedure:

1. Any employee shall have the right to appeal the application of policies, the agreement, and administrative decisions affecting him through the grievance procedure within thirty (30) calendar days of the event, or thirty (30) calendar days from the time the employee should have known of the event.
2. The parties agree that in presenting his grievance, the grievant shall be assured freedom from coercion.
3. The individual has the right to either represent himself in the grievance procedure or in the alternative, use a representative selected or approved by the Association or a representative selected and approved by himself. Whenever an employee is not represented by the Association, the Association shall have the right to be present commencing with Step 2, and all subsequent steps, and present its position in writing.
- 3a. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE III GRIEVANCE PROCEDURE (continued)

4. STEP 1. If a grievant has a problem, he should first discuss the problem informally with his immediate supervisor, (see attached copy of Listing of Supervisors) who will attempt to resolve it. The superior will be allowed seven (7) calendar days to study the problem before giving the grievant his determination.
5. STEP 2. If the grievance is not resolved by the respective superior to the satisfaction of the grievant in Step 1, the grievant has seven (7) calendar days in which to put his grievance in a formal fashion; it shall be in writing indicating the nature of his complaint, and the specific facts that he is concerned about. This would be sent to the superior's decision must be rendered in writing within seven (7) calendar days of the receipt of the formal complaint.
6. STEP 3. If dissatisfied with the action taken at the 1st and 2nd steps, the grievant may within seven (7) calendar days appeal the complaint to the Superintendent of Schools. A written report from the person or persons to whom the appeal has been previously made shall be submitted with the appeal of the employee. The Superintendent of Schools or his designated representative shall have fourteen (14) calendar days for the purpose of reviewing the formal complaint and rendering a decision in writing.
7. STEP 4. If the individual is dissatisfied at this Step, the grievant may, within seven (7) calendar days appeal in writing directly to the Board of Education through the Board Secretary. A copy shall be concurrently sent to the Superintendent. The Board of Education shall hold a hearing with the grievant and shall render a decision within thirty (30) calendar days after receipt of the complaint.
8. STEP 5. Within 10 days thereafter, if the grievant is not satisfied with the disposition of this grievance at level 4, an arbitrator shall be selected according to the rules of the American Arbitration Association. The decision of the arbitrator shall be advisory and presented in writing to all parties of interest.
9. The Board and the Association agrees that each will give serious consideration to the recommendations of the Arbitrator. The intent of the Arbitrator's decision will be considered in resolution of the grievance.
10. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the Arbitrator shall be shared by each party paying one half.

ARTICLE III GRIEVANCE PROCEDURE (continued)

D. Miscellaneous Section:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. The immediate superiors for all clerical personnel shall be as set forth in Appendix A hereto annexed.
4. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
5. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.

ARTICLE IV EMPLOYEE RIGHTS

- A. No clerical employee shall be disciplined without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure with the exception of the case involving the discharge of a non-tenure clerical employee.
- B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.



ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association or its representatives will have the right to use school buildings at all reasonable hours for official purposes, provided such usage has been cleared by the appropriate administrator, which shall not be unreasonably denied. The current Board Policy on Use of School Buildings shall apply. (P-701, 702, 703, 704, and 705)
- B. The Association shall have the right to use the inter-school mail facilities with the approval of the appropriate administrator, which shall not be unreasonably denied.
- C. Whenever any representative of the Association or any employee is scheduled by the Board or any of its representatives to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

ARTICLE VI HOLIDAYS

- A. Secretarial and Clerical employees shall work the contract year except nineteen (19) days as designated by the Superintendent of Schools based on the school calendar for 12 month employees; and eighteen (18) days as designated by the Superintendent of Schools based on the school calendar for 10 month employees.
- B. The Franklin Township Association of Educational Secretaries through the Secretarial Coordinating Council will submit a recommended list of holidays to the Superintendent for review. The Board and the Superintendent will make all reasonable efforts to follow the recommended list of practical when formulating the school calendar.
- C. Clerical personnel shall be eligible to receive two (2) days personal leave to be deducted from the total number of days stated in Section A above. Application should be made to the principal in advance when possible and approved by the Superintendent. No personal leave days will be granted on in-service training days or immediately before or after holidays. An application received more than a week after the absence will not be approved as personal leave. Two (2) days personal leave shall be for the contract year and shall not be cumulative.
- D. Part-time secretarial and clerical staff members shall be eligible to receive one-half day personal leave. Application should be made to the principal in advance when possible and approved by the Superintendent. No personal leave days will be granted on in-service training days or immediately before or after holidays. An application received more than a week after the absence will not be approved as personal leave. The one-half day personal leave is for the contract year and shall not be cumulative.
- E. Clerical personnel shall have legal holidays scheduled in conjunction with the school calendar.
- F. Holidays not heretofore mentioned shall be scheduled with the recommendation of the Secretarial Coordinating Council and approval of the Superintendent.
- G. Clerical personnel are expected to work either during Christmas or Easter Recess when the offices are open.

ARTICLE VII MISCELLANEOUS PROVISIONS

- A. Employees shall be notified of their employment status under a new Agreement by April 1st of the year in which the Agreement will go into effect or 30 days after ratification of the Agreement by the Association and the Board. In no case should a notification be required before April 1st.
- B. If any provisions 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 provisions or application shall not be deemed valid and subsisting, except to the extent permitted by Law, all other provisions or applications shall consitute in full force and effect.
- C. Copies of the Agreement shall be prepared at the expense of the Board within thirty (30) days after the Agreement is signed and shall be made available to all clerical-secretarial staff members.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall submit in writing and have acknowledged a letter sent to:
  - 1. If by Association, to the Board at 761 Hamilton Street, Somerset, New Jersey 08873.
  - 2. If by the Board, to Association at Sampson G. Smith Intermediate School, Amwell Road, Somerset, New Jersey 08873.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE VIII POSTING OF POSITION VACANCIES

Vacancies in new and existing positions in the unit shall be posted in all offices not later than two weeks before the final date for application for the position. All applicants must apply in writing and all applicants shall be given the opportunity for an interview.

ARTICLE IX HOURS OF WORK

- A. Full time secretarial and clerical employees will work thirty-five (35) hours per week.

Part time secretarial and clerical employees will work seventeen and one half ( $17\frac{1}{2}$ ) hours per week.

- B. Building hours are to be studied by the Administration with the aid of the Secretarial Coordinating Council.

ARTICLE X REST PERIOD

All employees shall be entitled to a 10 minute break in the morning and all employees shall also be entitled to a 10 minute break in the afternoon.

ARTICLE XI OVERTIME PAY

- A. Overtime performed on weekdays, Saturdays, Sundays, and holidays, shall be compensated at  $1\frac{1}{2}$  times the hourly rate. Overtime is defined to mean hours worked over the first  $37\frac{1}{2}$  work hours per week.
- B. The regular contract hourly rate is computed at  $1/7$  of  $1/200$  of a 10 month worker's contract and  $1/7$  of  $1/240$  of a 12 month worker's contract.
- C. The rate of pay between 35 and  $37\frac{1}{2}$  hours shall be at the regular contract hourly rate.

ARTICLE XII WORK BEYOND THE CONTRACT YEAR

- A. A contract will be issued to any 10 month employee employed beyond his normal contract period by mutual agreement.
- B. Any work performed beyond the 10 month period for 10 month employees shall be compensated for at the rate of 1/200 of their contract.



ARTICLE XIII REIMBURSEMENT FOR ATTENDANCE AT WORKSHOPS

Clerical employees who are required by the Board of Education to attend meetings, workshops or conferences shall be reimbursed for reasonable authorized expenses.

ARTICLE XIV OFFICE PERSONNEL - VACATIONS

A. Vacation for clerical employees will be as follows:

5 days granted after 6 months of service prior to July 1 of any year and add one additional day's vacation for each month of service in addition to the six months, but the total vacation shall not exceed 10 days in all. This policy applies to twelve month personnel only.

10 days granted after 1 year of service prior to July 1 of any year.

15 days granted after 5 years of service prior to July 1 of any year.

20 days granted after 10 years of service prior to July 1 of any year.

B. Experience credit shall be given to a ten-month clerical employee toward vacation as a twelve-month employee when the employee changes to a twelve-month position, on the basis of  $83\frac{1}{3}\%$  of the total time in service.

C. Vacation schedules must be approved in advance by the immediate supervisor, appropriate administrator, and the Assistant Superintendent for General Administration. Such approval shall not be unreasonably withheld.

ARTICLE XV INSURANCE PROTECTION

The Board of Education will pay the following percentage of costs for insurance protection:

	<u>Hospitalization and Medical Insurance</u>	<u>Major Medical</u>
Single	100%	100%
Family	85%	85%

The above percentages apply to the present insurance carrier's premiums.

ARTICLE XVI SECRETARIAL AND CLERICAL COORDINATING COUNCIL

- A. The parties agree to continue the Secretarial and Clerical Coordinating Council to consist of three members designated by the Franklin Township Association of Educational Secretaries and three members appointed by the Superintendent of Schools to study matters of concern to the Secretarial and Clerical staff.
- B. This Council shall meet at least once each calendar month and at such other times as may be mutually agreed by representatives of the Association and the Board. Regular meetings shall be scheduled during normal building hours. Association representatives attending such meetings shall be paid at their regular equivalent hourly rate for time spent at Council meetings during work hours up to a maximum of two hours per month.
- C. The Council shall establish its own rules of procedures.
- D. The function of the Council is to recommend, through the Superintendent, to the Board of Education, items for consideration concerning policies and practices, subject to fiscal and legal limitations.

ARTICLE XVII SICK LEAVE, DEATH IN FAMILY, MATERNITY LEAVE

Sick Leave - Persons covered by this Agreement and employed on a twelve months basis shall be allowed a maximum of twelve days sick leave per year, effective the first day of employment.

Persons employed for a work year of less than twelve months shall have said sick leave prorated, e.g. persons employed on a ten months basis shall be allowed a maximum of ten days sick leave per year, effective the first day of employment.

If any such person requires, in any school year, less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be cumulative to be used for additional sick leave in subsequent years. Sick leave is defined to mean absence of secretarial and clerical personnel because of personal disability due to illness or injury, or because of exclusion from work on account of contagious disease. When absence because of illness exceeds the annual leave and the accumulated leave, a day's salary (1/200 of the annual salary on a ten months basis or 1/240 of the annual salary on a twelve months basis) shall be deducted for each day of such absences.

A physician's certificate may be required for a sickness of three consecutive days or more.

Death in Family - Death in the immediate Family: Five days with pay: Includes Spouse, Father, Mother, Sister, Brother, Son, Daughter, Mother-in-law, Father-in-law, or any member of the immediate household of the employee.

Death in the family - not immediate: One day's leave with pay: Includes Aunt, Uncle, Grandparent, Niece, Nephew, Grandchild, Grandparents of spouse, first cousin, Brother-in-law, Sister-in-law.

These days are not deducted from the sick leave.

Absence Not Covered by Rules - The payment of salary in cases not covered by rules will be determined by individual consideration by the Board of Education.

ARTICLE XVII SICK LEAVE, DEATH IN FAMILY, MATERNITY LEAVE  
(continued)

Maternity Leave of Absence -

1. Leave of absence for maternity applies to tenure personnel only.
2. Application for leave by tenure clerical and secretarial personnel or resignation by tenure clerical and secretarial personnel shall be made six months prior to expected birth.
3. Beginning of leave or termination of employment shall be determined by the Superintendent, normally to start at the end of five months of gestation.
4. Return will be permitted only at the beginning of a school year. Exceptions may be made if an urgent need arises during the year. A statement from a physician stating that the person was in good health will be required.
5. No maternity leave shall exceed two years.
6. No credit for experience will be given during the employee's leave of absence.
7. Salary increases and adjustments granted to other clerical and secretarial personnel will be granted to persons who have been on leave and no salary will be paid during maternity leave of absence.
8. Clerical and secretarial personnel granted a maternity leave, shall upon resuming her regular duties, be eligible for the same salary she would have received had she completed the school year in which the leave was granted, assuming the leave was granted after January 31.
9. No leave will be granted for non-tenure clerical and secretarial personnel, but principles of the above policy shall apply otherwise.

ARTICLE XVIII EMPLOYMENT AND TERMINATION POLICY

- A. Secretarial and clerical personnel may have their contract terminated either by two weeks notice given by the employee, or two weeks notice given by the employer.
- B. All appointments of secretarial and clerical personnel will be subject to this policy of the Board of Education.

ARTICLE XIX VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than five (5) working days following the known availability of any unit position, all members of the unit shall be circularized regarding the opening.
- 2. Employees who desire a change in rank and/or assignment or who desire to transfer to another building may file a written statement of such desire at any time, with the superintendent. Such statement shall include the rank, position, and the school or schools to which he desires to be transferred, in order of preference.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system and no such request shall be denied arbitrarily or capriciously.



ARTICLE XX INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.
- B. When an involuntary transfer or reassignment is necessary, an employee's area of competence, length of service in the Franklin Township School District, length of service in the particular school building, and other relevant factors, shall be considered in determining which employee is to be transferred or reassigned.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the superintendent or his agent, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the superintendent shall meet with him. The employee may, at his option, have an Association representative present at such meeting, and the final decision on reassignment shall be subject to the Grievance Procedure.

ARTICLE XXI REDUCTION IN RANK OR JOB CLASSIFICATION AND  
JOB DESCRIPTION

Clerical personnel will not be reduced in rank or job classification except after review by the Secretarial Coordinating Council in consultation with employee. The decision of the Superintendent of Schools on any such reduction shall be final. If the decision of the Superintendent is considered by the employee to be arbitrary or capricious the Grievance Procedure in Article III may be invoked.

It is the exclusive responsibility of the Board of Education and its administrative staff to determine the job content and the applicable requirements for job performance, such as education, experience and skill. If, during the term of this agreement, it becomes necessary to change the job content of any position substantially enough to warrant a change in an employee's classification such change deposition will be slotted in the appropriate classification and the Association will be promptly furnished with a revised job description. Any dispute as to the propriety of the change in the employee's classification shall be subject to the Grievance Procedure specified in Article III.

ARTICLE XXII SALARIES

<u>Grade</u>	<u>Minimum*</u>	<u>Maximum*</u>
3	4,003.00	5,203.00
4	4,403.00	5,723.00
5	4,843.00	6,296.00
6	5,327.00	6,926.00
7	5,860.00	7,619.00
8	6,446.00	8,381.00

<u>Position</u>	<u>Grade</u>
Clerk Typist, Telephone Operator-Receptionist	3
Clerk-Stenographer	4
Secretary I, Accounting Clerk I	5
Secretary II, Accounting Clerk II	6
Secretary III, Accounting Supervisor	7
Secretary IV	8

ARTICLE XXII SALARIES (continued)

1. All clerical employees within grade are to receive a 6.5% salary increase, based upon their present contract salary, upon the recommendation of their immediately supervisor, after proper consultation with the employee. This is effective July 1, 1970 for the school year 1970-1971.
2. All clerical employees, above grade, are to receive a 4.0% salary increase based upon their present contract salary, upon the recommendation of their immediate supervisor, after proper consultation with the employee. This is effective July 1, 1970 for the school year 1970-1971.
3. A new employee may be granted 4% a year experience credit not to exceed the mid-point of the grade range.
4. For reclassification, current employees will be granted 4% per year experience credit in Franklin Township up to the mid-point of the range to which they are being reclassified.
5. Promotion of employees:
  - a. For a one grade promotion, the difference between the two ranges would be given (10%). The increase would be at least 10%. In no case should the employee fall below the minimum for the grade.
  - b. If the employee is above the old range, she will receive an increase if the salary falls in the new range. The employee can receive an increase to the maximum, or 10% whichever is less.
  - c. If an employee goes from one grade to another, and is already above the maximum of the new grade, the employee received a maximum increase of 2%.
  - d. If the promotion is more than one grade, the employee received the minimum of the new grade level, or 10%, whichever is higher.

ARTICLE XXIII DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970, and shall continue in effect until June 30, 1971, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary 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.

Franklin Township Association  
of Educational Secretaries

Franklin Township Board  
of Education

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

APPENDIX A LISTING OF SUPERVISORS

- A. The immediate supervisors for all clerical and secretarial personnel are listed as follows:

Superintendent's Office Personnel	Superintendent of Schools
Nurse's Office Personnel	Principal
Main Office, Intermediate School	Principal
Main Office, High School	Principal
Guidance Office, Intermediate School	Principal
Guidance Office, High School	Principal
Library Personnel, Intermediate School	Principal
Library Personnel, High School	Principal
Department Chairman's Secretary	Principal
Special Services Secretary	Asst. Superintendent-Instr.
Business Office Personnel	Board Secy. & Sch. Bus. Adm.
Assistant Superintendent's Secretaries	Asst. Superintendent-Instr.
	Asst. Super.-Gen. Adm.
Payroll Supervisor	School Business Adm.
Instructional Division Personnel	Asst. Superintendent-Instr.
Secretarial Pool Personnel	Asst. Superintendent-Instr.
Elementary School Secretaries	Principals
Clerk-Media Center	Coordinator of Media Center

(The above is subject to change as personnel and organization may change).

- B. In any individual case where the immediate supervisor may not be clearly defined, clarification should be obtained from the Superintendent of Schools or his designated representative.

Franklin Township Public Schools  
 761 Hamilton Street  
 Somerset, New Jersey 08873

MEMO TO: All Secretarial and Clerical Employees  
 FROM: Robert S. Shaffner, Superintendent of Schools  
 DATE: June 29, 1970  
 SUBJECT: Schedule of Approved Holidays and Recess Periods for  
 1970-71

In accordance with the terms of the signed contract between the Board of Education and the Franklin Township Association of Educational Secretaries, the following schedule of holidays and recess periods for the school year 1970-71 has been approved. It provides sufficient flexibility for the employee and employer.

<u>Paid Holidays 10 Month Employees</u>		<u>Paid Holidays 12 Month Employees</u>
-	Fourth of July	July 3
September 7	Labor Day	September 7
October 1	Rosh Hashanah	October 1
November 26, 27	Thanksgiving Recess	November 26, 27
December 24, 25	Christmas Recess	December 24, 25
January 1	New Year's Day	January 1
February 15	Washington's Birthday	February 15
April 9	Good Friday	April 9
April 12	Easter Monday	April 12
May 31	Memorial Day	May 31
11 holidays		12 holidays
+5 days*	*Alternate Christmas & Easter	+5 days*
<u>16 days</u>	Recess Periods	<u>17 days</u>
	Per Signed Agreement	

Franklin Township Public Schools  
District Administrative Offices  
761 Hamilton Street  
Somerset, New Jersey 08873

CENTRAL OFFICE SCHEDULE OF DAYS CLOSED 1970-1971 SCHOOL YEAR

Fourth of July	July 3, 1970
Labor Day	September 7, 1970
Rosh Hashanah	October 1, 1970
Thanksgiving Recess	November 26-27, 1970
Christmas Recess	December 24, 25, 1970
New Year's Day	January 1, 1971
Washington's Birthday	February 15, 1971
Good Friday	April 9, 1971
Easter Monday	April 12, 1971
Memorial Day	May 31, 1971

Total Days = 12

Robert S. Shaffner  
Superintendent of Schools