
AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
THE BOROUGH OF FRANKLIN

AND

THE FRANKLIN EDUCATION ASSOCIATION

July 1, 1985 through June 30, 1987

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
200 PASSAIC AVENUE
MUTLEY, NEW JERSEY
07110-1231

SCHEDULE C

ATHLETIC AND EXTRA-CURRICULAR SALARY GUIDE

<u>ATHLETIC POSITION</u>	<u>1985-86</u>	<u>1986-87</u>
1. Head Soccer	\$ 845	\$ 895
2. Assistant Soccer	735	785
3. Head Boys' Basketball	1206	1256
4. Assistant Boys' Basketball	783	833
5. Head Girls' Basketball	1206	1256
6. Assistant Girls' Basketball	783	833
7. Head Wrestling	1580	1630
8. Assistant Wrestling	1094	1144
9. Cheerleading Advisor	1011	1061
 <u>STUDENT ACTIVITY POSITION</u>		
1. Music Director	1075	1125
2. Elementary Student Council	1035	1085
3. Newspaper	1075	1125
4. Yearbook	1075	1125

ARTICLE XVII DURATION

This agreement shall be effective July 1, 1985 and shall continue in effect until June 30, 1987.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal 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 Agreement dated December 3, 1985 shall constitute the agreement between the Association and the Board pursuant to Chapter 123, Public Laws of 1974 as amended, until further modified in accordance with the provisions thereof.

DATED: December 3, 1985

FRANKLIN EDUCATION ASSOCIATION

By: Henry C. Kunkel
HENRY C. KUNKEL, President

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN

Doris A. Gancarcik
DORIS A. GANCARCIK, Secretary

By: Roger Ziegler
ROGER ZIEGLER, President

CONTRACT CHANGES
in the
AGREEMENT
between
THE BOARD OF EDUCATION OF THE
BOROUGH OF FRANKLIN
and
THE FRANKLIN EDUCATION ASSOCIATION

=====

COVER PAGE:

Change dates to July 1, 1985 through June 30, 1987.

AGREEMENT CLAUSE:

Change dates as appropriate.

WITNESSETH CLAUSE:

Change statutory reference in fourth line to read "N.J.S.A. 34:13
A5.3."

ARTICLE III - SCHOOL CALENDAR:

Delete as written and replace with the following language:

- A. "The school calendar now under the county-wide application, consisting of one hundred eighty-one (181) instructional days plus one (1) day before and one (1) day after, 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.

- B. The teaching staff will have input as to when snow days will be made up, if they are extended beyond those in the calendar; however it is expressly understood that the Board retains the sole right to schedule such days in its discretion.
- C. Teachers shall be permitted to leave with the students on Fridays and on days preceding a holiday or a vacation period, except in cases of emergency as determined by the Superintendent.
- D. There shall be a four (4) hour session for students on the day preceding winter recess.

ARTICLE V - TEACHER EMPLOYMENT:

Change the dates as appropriate.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD:

A. Change the dates as appropriate.

Add a new paragraph "F", as follows:

- "F.1 Teachers who teach five (5) or more periods per day shall be considered full time.
- F.2 Teachers who teach less than five (5) periods per day shall be paid based upon the number of teaching periods per day divided by six (6).

- F.3 Part-time teachers shall teach their teaching periods consecutively.
- F.4 The entire paragraph 'F' of this Article shall not apply to kindergarten teachers.
- F.5 The entire paragraph 'F' of this Article shall be effective until the end of this contract only. It is specifically understood that this clause shall expire on June 30, 1987."

ARTICLE IX - LEAVES OF ABSENCE:

- B.7 Change "eleven dollars (\$11.00) per day" to "fifteen dollars (\$15.00) per day during 1985/86 or twenty-two dollars (\$22.00) per day during 1986/87."
- F. In the ninth line, delete the words, "in each school;" and in the tenth and eleventh lines, replace "Board of Education" with "Superintendent."
- G.1 (a) Change the period to a comma and add:
"unless in the Superintendent's discretion, more time is granted."
- G.1 (c) Change "twenty cents (\$.20) per mile" to "twenty-one cents (\$.21) cents per mile."

G.1 (e) Change "\$5,500.00" for the 1983-84 school year to "\$4,000.00" for the 1985-86 school year; and change "\$2,750.00" for the "1984-85" school year to "\$5,000.00" for the "1986-87" school year.

ARTICLE X - EXTENDED LEAVE OF ABSENCE:

A. Fifth Paragraph:

Change the word "maternity" to "childrearing" and add, at the end of this paragraph, the following:

"In no event shall less than four (4) months notice of the appropriate delivery and intended dates of the leave be given to the Board. In addition, all child-rearing leave is to be taken contiguous to the birth of the teacher's child."

Paragraphs Sixth and Seventh:

Change "maternity" to "childrearing."

Eighth Paragraph:

Change "three" to "four" months in the third line.

Add a new ninth paragraph, as follows:

"In the event of a husband and wife working in the District, only one (1) shall be permitted childrearing leave at any one time. Any leave granted herein is for the sole purpose of childrearing. No teacher shall be employed in a full-time job while on said leave."

ARTICLE XI - PAYMENT FOR CREDITS

Add a new paragraph "E", as follows:

"E. In the discretion of the Superintendent, teachers may be granted one (1) credit towards salary guide placement upon completion of a twelve (12) hour course and/or workshop that has been completed during the school year. Any such credit will be applied only to those courses and/or workshops that the Superintendent has approved in advance, based upon his sole judgment as to whether the course is one which is related to the curriculum being taught at the school, necessary, advisable, and would tend to benefit the district."

ARTICLE XIV - SALARIES

Delete the underlined portion of paragraph "A." Change "Schedule A" to "Schedule A and Schedule B."

- G. Change "\$10.50" to "\$11.00."
- H. Change "\$12.50" to "\$14.00."
- I. Change "\$10.00" to "\$14.00."
- J. Change "Schedule B" to "Schedule C" and delete the underlined portion and replace with the following:

"The extra-curricular salaries shall be increased during 1985-86 by twenty-five (\$25.00) dollars per position. They shall be increased by an additional fifty (\$50.00) dollars per position during 1986-87."

ARTICLE XV - INSURANCE:

- B. Delete the first sentence and replace with the following:
"The Board shall continue to pay the premiums covering full family dental insurance at the rate currently in existence."

The rest of the paragraph remains the same.

ARTICLE XVI - MISCELLANEOUS:

Add a new paragraph "E", as follows:

- "E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties."

SCHEDULE A

Replace with new salary schedule for 1985-86.

SCHEDULE B

Replace with new salary schedule for 1986-87.

Add a new "SCHEUDULE C" which will contain the athletic and extra-curricular salary guide.

ARTICLE XVII - DURATION:

Change dates as appropriate throughout.

This AGREEMENT, entered into this _____ day of _____, 1985, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN, hereinafter called the "Board" and the FRANKLIN EDUCATION ASSOCIATION, an incorporated association, hereinafter called the "Association," or "FEA;"

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 negotiations in accordance with and pursuant to the provisions of N.J.S.A. 34:13 A5.3, and the Board acknowledged the FEA as the majority representative for the teaching staff, nursing staff, part-time and full-time teachers, excluding BSIP, Chapter I and Compensatory Education staff members, and,

WHEREAS, the Association and the Board have reached certain understandings which they desire to confirm in this Agreement pursuant to Chapter 123, Public Laws of 1974, as amended:

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of his/her employment. The Association may process such a grievance if the grievant does not wish to do so.

To be considered under this procedure, a grievance must be initiated by the grievant within twenty (20) school days of the time the grievant knew or should have known of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

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. 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.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Level One - Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve this matter informally at that level.

5. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the principal of his/her school within five (5) school days specifying:

- (a) the nature of the grievance and the provision or provisions of the Agreement alleged to be violated;
- (b) the nature and extent of the loss, injury or detriment;
- (c) the results of previous discussions; and,
- (d) his/her dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

The principal shall communicate his/her decision to the employee in writing within ten (10) school days of receipt of the written grievance.

6. Level Three - The employee, no later than five (5) school days after receipt of the decision in Level Two, may appeal the decision to the Superintendent of Schools who shall communicate his/her decision in writing to the employee within ten (10) school days.

7. Level Four - If the grievance is not resolved, the employee may, within five (5) school days, appeal his/her grievance in writing to the Board of Education through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) school days of receipt of the written grievance.
8. If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by a third party, it shall so notify the Board in writing within ten (10) school days of receipt of the Board's decision. Grievances concerning (a) a complaint of an employee which arises by reason of his/her not being re-employed; (b) a complaint by an employee occasioned by the withholding of a salary increase or increment; (c) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; and (d) any matter for which a method of review is prescribed by law or any rule or regulation of the

State Commissioner of Education such as, but not limited to, questions of increment denial, or suspension, shall not be subject to arbitration.

9. Within ten (10) school days after receipt of the request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. The parties shall then be bound by the rules or procedures of the American Arbitration Association in the selection of an arbitrator.
10. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory only. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

D. Miscellaneous

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association. (See N.J.S.A 18A:25-7).
2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

ARTICLE II

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, information 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/she 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 prior thereto

not less than one (1) week nor more than three (3) weeks (except in cases of an Association declared emergency) whereupon the permission for said use shall not be unreasonably withheld. FEA meetings shall not commence prior to 2:50 P.M. except in case of an emergency.

- D. The Association shall have the privilege of reasonable use of office equipment, such as typewriters, mimeographing machines and calculating machines, upon request, in such locations and at such times as set by the Administration provided the Association pays for any damages it is responsible for.
- 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 the Association pays for supplies in advance and that supplies are on hand in sufficient quantities to meet the educational 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.
- H. Association representatives may speak at all faculty meetings upon the request of the representative after conclusion of the regular meeting.

ARTICLE III
SCHOOL CALENDAR

- A. The school calendar now under the county-wide application consisting of one hundred eighty-one (181) instructional days plus one (1) day before and one (1) day after, 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.
- B. The teaching staff will have input as to when snow days will be made up, if they are extended beyond those in the calendar; however, it is expressly understood that the Board retains the sole right to schedule such days in its discretion.
- C. Teachers shall be permitted to leave with the students on Fridays and on days preceding a holiday or a vacation period, except in cases of emergency as determined by the Superintendent.
- D. There shall be a four (4) hour session for students and teachers on the day preceding winter recess.

ARTICLE IV

NON TEACHING DUTIES

- A. Teachers shall not be required to transport students to extracurricular activities which take place away from the school; however, teachers sponsoring such activities shall be responsible for arranging with parents or the Administration for transportation of students where bus transport is not available.

- B. Standardized tests will be machine scored if deemed practicable by the Administration.

ARTICLE V

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the 1985-86 and 1986-87 school years in accordance with the following paragraph:
- B. Five (5) years 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." Credit for teaching experience in excess of five (5) years will be negotiated directly between the employee and the Board. 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.
- C. The FEA and the Board agree in matters of reduction in force that the proper channels as outlined in Title 18A be followed.

ARTICLE VI

SICK LEAVE ACCUMULATION

- A. As of September 1, 1975 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.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. Each elementary teacher shall, during the 1985-86 and 1986-87 school years receive a minimum of 205 minutes of preparation time each week, with no preparation period being less than forty-one (41) minutes duration and, where practicable, scheduled one per day. The preparation time reduction from 210 minutes per week (1982-83 contract) is to allow for schedule adjustments and to equalize periods. The students will continue to be released at 2:30 P.M. The Board has the right to adjust the teaching schedule in order to allow for emergency/bus schedule change that may be necessary. This schedule change would not alter teacher contact time and would be made in conjunction with a teacher advisory board.
- B. Present practices with respect to securing substitutes for emergency coverage will be continued. The administration will secure substitutes, whenever practicable, if at least seventy-two (72) hours advance notice of a teacher's absence has been received.
- C. An emergency shall be declared after a bona fide effort to secure a substitute. Bona fide effort shall consist of the teaching staff member notifying the county service and the county service being unable to supply a substitute.

Documentation of the county service's inability to supply a substitute will be supplied to the FEA by the Board of Education upon written request of the FEA. Commencing September, 1983 the administration, on a trial basis, will survey the teaching staff members in order to determine which staff members desire to substitute. i.e., (a) whenever possible, (b) sometimes, or (c) never. The administration will attempt to utilize staff pursuant to their preference but the Board or the administration do not waive their right to direct any teaching staff member to substitute as needed.

- D. Efforts will be made, whenever feasible, to give at least twenty-four (24) hours advance notice and an agenda, if indicated, for after-school meetings except in case of emergency.
- E. All teachers shall be required to return to school and participate in two (2) evening meetings annually at times designated by the Superintendent of Schools.
- F.
 - 1. Teachers who teach five (5) or more periods per day shall be considered full time.
 - 2. Teachers who teach less than five (5) periods per day shall be paid based upon the number of teaching periods per day divided by six (6).

3. Part-time teachers shall teach their teaching periods consecutively.
4. The entire paragraph "F" of this Article shall not apply to kindergarten teachers.
5. The entire paragraph "F" of this Article shall be effective until the end of this contract only. It is specifically understood that this clause shall expire on June 30, 1987.

ARON, SALSBERG
& ROSEN
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584 PASSAIC AVENUE
MUTLEY, NEW JERSEY
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ARTICLE VIII
TEACHER FACILITIES

- A. 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 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/she is to teach.
 8. A complete and unabridged dictionary in every classroom where necessary as determined by the Administration.

9. Adequate books, papers, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibilities.
10. Adequate chalkboard space in every classroom where physically possible.

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ARTICLE IX
LEAVES OF ABSENCE

A. Absence

1. Any teacher or employee who may have cause to be absent from school must give notice to the appropriate personnel on the night before such absence or not later than 7:30 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. In case of bona-fide emergency, the Superintendent may waive the forfeit.

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 (12) days.
3. If fewer than twelve (12) school days of allowed sick leave are taken in any school year, then the number of days not utilized shall be accumulative without limit.

4. Absences on sick leaves 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 illnesses 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 case of illness incurred during the school day which results in the teacher leaving school before 11:00 A.M.; a full sick day will be charged, leaving after 11:00 A.M., a half-day will be charged.
7. Upon retirement, the teacher shall be paid the sum of fifteen dollars (\$15.00) per day during 1985/56 or twenty-two dollars (\$22.00) per day during 1986/87 for each unused sick leave day accumulated to the time of retirement . Retirement shall mean a teacher having filed the necessary papers to effect same with the New Jersey State Teachers Retirement System or the Teachers' Pension and Annuity Fund.

- C. 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. Two (2) days with full pay shall be allowed in event of the death of a grandparent and one(1) day with pay shall be allowed in the event of the death of other non-immediate members of the family.
- E. Absence due to the serious illness of a member of the teacher's or employee's immediate family, rendering the presence of the teacher or employee at home necessary, shall be allowed for a period of two (2) days with pay. Teacher's or employee's pay less the substitute pay shall be allowed for up to five (5) additional days.
- F. Two (2) days leave will be granted less a substitute's pay and three (3) 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. In case of bona fide emergency, upon application to the Superintendent, the latter may waive the one (1) week notice requirement. No more than two (2) teachers shall be granted leave at any one time under this section without permission of the Superintendent 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 three (3) days without loss of pay is not utilized in a given year, it will accrue to the employee's sick leave.

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, unless in the Superintendent's discretion, more time is granted.

- (b) No more than two (2) 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 twenty-one cents (\$.21) per mile, within New Jersey or out of New Jersey.
- (d) Any teacher desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten (10) days in advance of the convention or meeting date or place.
- (e) The Board of Education agrees to supply \$4,000.00 for professional business for the 1985-86 school year, and \$5,000.00 for the 1986-87 school year.

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 approval of the Superintendent.

I. Court Order

1. 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 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. Staff members requesting a sabbatical leave must have seven (7) years experience in the district, sabbatical leave shall be limited to September 1 to June 30th. No more than one (1) staff member shall be entitled to such a leave at any time and application must be made in writing to the Board on or before April 15th. Sabbatical leave may not be added to any other leave.

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.

ARTICLE X

EXTENDED LEAVE OF ABSENCE

A. Childrearing Leave

1. A teacher requesting leave for disability due to pregnancy must notify the Superintendent as soon as possible after medical confirmation of such pregnancy. The beginning date of such leave shall be determined by the employee and her physician but the Board may remove the employee from her duties if she is unable or unwilling to perform all of her teaching responsibilities. Disputes as to physical incapability shall be decided by the employee's physician and the Board's physician or, in the event of disagreement, by a third physician jointly selected by the Board and the employee.

2. The teacher shall return to work, unless an unpaid extended leave for childrearing has been granted, as soon as she is physically able to perform her duties. The Board may require a certification from the employee's physician as to her medical and physical fitness. The employee shall notify the Superintendent as promptly as possible for the date of her anticipated return to work.

3. A teacher may use sixty (60) of her accumulated sick leave for disability due to pregnancy, thirty (30) days before due date and thirty (30) days after delivery. Said limitation may be waived by presentation by the staff member of a doctor's certification as to medical complication. The Board has the right to require proof of such disability.
4. Leaves of absence for disability due to pregnancy shall not extend beyond the end of the contract school year in which the leave is obtained in the case of non-tenured teachers.
5. A tenured teacher may apply for a twelve (12) month childrearing leave, which period shall include the balance of the current school year plus such additional time as may be required to have the leave terminate by September 1. Teachers granted such leave must notify the Board no later than April 15th of their intent to return in September barring any unforeseen circumstances. In no event shall less than four (4) months notice of the appropriate delivery and intended dates of the leave be given to the Board. In addition, all childrearing leave is to be taken contiguous to the birth of the teacher's child.

6. A tenured teacher may apply in writing to the Board for an additional childrearing leave of twelve (12) months. Said request shall be made on or before April 15th and shall be subject to Board approval and shall be subject to Board approval and shall terminate on September 1 of the following year.
7. Failure to return to work promptly upon recovery from disability due to pregnancy or to give the required notice of intent to return from childrearing leave shall be deemed a resignation from employment.
8. Any teacher adopting an infant child may receive similar leave on the terms set forth above except the application for such leave shall be made at least four (4) months prior to the anticipated custody date. Leave will commence with the pay period immediately preceding the teacher's receiving de facto custody of the child or earlier if necessary to fulfill the requirements for adoption.
9. In the event of a husband and wife working in the District, only one (1) shall be permitted childrearing leave at any one time. Any leave granted herein is for the sole purpose of childrearing. No teacher shall be employed in a full-time job while on said leave.

B. A leave of absence of up to one year, without pay, may be granted for the purpose of caring for a sick member of the teacher's immediate family provided the teacher returns at the beginning of the school year, unless the Board otherwise agrees.

1. A teacher shall not receive increment credit for time spent on leave granted pursuant to this Article, nor shall such time count toward fulfillment of the time requirement for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned either to the same position which he/she held at the time said leave commenced, if available, or to a substantially equivalent position.

ARTICLE XI
PAYMENT FOR CREDITS

- A. The Board of Education agrees to reimburse any staff member at the actual cost of a graduate credit which is taken while his/her contract is in effect at the Franklin School District up to a total of fifteen (15) credits in any one year including the summer months between the effective dates of his/her contract. Three (3) credits will be reimbursed at 100% of the tuition rate per credit at the private college or university; twelve (12) credits will be reimbursed at the going tuition rate per credit at New Jersey State Colleges. Employees presently enrolled in a degree program will be "grandfathered" under the present reimbursement system. Twelve (12) credits must be in the subject field in which he/she is employed or certified and three (3) credits may be out of his/her field.
- B. Payment will be made within forty (40) days of submission of the transcript of the course to the office of the Superintendent.
- C. In the event that the teacher has left the system for any reason, prior to payment, no payment will be made under this policy.
- D. Credits must be taken at an accredited college.

E. In the discretion of the Superintendent, teachers may be granted one (1) credit towards salary guide placement upon completion of a twelve (12) hour course and/or workshop that has been completed during the school year. Any such credit will be applied only to those courses and/or workshops that the Superintendent has approved in advance, based upon his sole judgment as to whether the course is one which is related to the curriculum being taught at the school, necessary, advisable, and would tend to benefit the district.

ARTICLE XII
TEACHER EVALUATION

- A. Non-tenure teachers shall be evaluated by their superiors at least three (3) times each school year to be followed in each instance by an evaluation report and a conference between the teacher and his/her superior for the purpose of identifying deficiencies, extending assistance for their correction, and improving instruction. Each teacher must sign the evaluation that will become part of his/her permanent record. This will signify that the evaluation has been read by the teacher. Any rebuttal by the teacher will be permanently attached to the original evaluation.

ARTICLE XIII

TEACHER RIGHTS

- A. Teachers shall be permitted to leave their school during their lunch periods after notifying the Principal or his/her designee.
- B. Contract for extra-curricular assignment should accompany the teaching contract whenever possible.

ARTICLE XIV

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" and Schedule "B": which is attached hereto and made a part hereof.
- B. The entire teaching staff may elect to be paid on a ten (10) month basis or in twenty(20) equal semi-monthly installments which said election shall be prior to and remain for any subsequent school year.
- C. Teachers may individually elect to have ten (10%) 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. Interest on this money shall accrue to the teacher and be paid with the checks in the summer subject to bank regulations.
- D. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

- E. 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 of September or the day of the Manual issue, but in either case, prior to September 15th.
- F. Substitute payments deleted from negotiations.
- G. Staff members shall be paid at the rate of \$11.00 per period for substituting.
- H. Home instruction shall be paid at the rate of \$14.00 per hour.
- I. The nurse and teaching staff will be compensated for summer work at the rate of \$14.00 per hour.
- J. Extra-curricular salaries are set forth in Schedule "C", which is attached hereto and made a part hereof. The extra-curricular salaries shall be increased during 1985-86 by twenty-five (\$25.00) dollars per position. They shall be increased by an additional fifty (\$50.00) dollars per position during 1986-87.

ARTICLE XV

INSURANCE

- A. Present health care benefits shall be continued during the term of this Agreement, i.e. Blue Cross/Blue Shield/Major Medical per State Health Plan.
- B. The Board shall continue to pay the premiums covering full family dental insurance at the rate currently in existence. The Board's contribution per teacher and family shall remain at the present premium cost for the duration of this Agreement. Any premium increases of five percent (5%) or less will be borne by the Board. Any premium increase over five percent (5%) will be borne by the individual staff member.

ARTICLE XVI

MISCELLANEOUS

- A. Any individual contract between the Board and the individual teacher shall be subject to, and consistent with, the terms and conditions of this Agreement.
- B. Any available position which can be filled by a member of the bargaining unit shall be posted in the public schools with a copy to the Association.
- C. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. 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.
- D. Any Board policy that effects the FEA members shall be furnished to the FEA.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARON. SALSBERG
& ROSEN
COUNSELLORS AT LAW
584 PASSAIC AVENUE
NUTLEY, NEW JERSEY
07110-1231

SCHEDULE "A"

FRANKLIN PUBLIC SCHOOL

SALARY GUIDE
1985-1986

<u>1984- 1985</u>	<u>1985- 1986</u>			<u>BA+45</u>			<u>NON</u>
<u>STEP</u>	<u>LEVEL</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>DEGREE</u>
1-3	1.A	18,500	19,600	20,800	22,300	24,050	
4-5	1.B	18,600	19,700	20,900	22,400	24,150	
6	3.C	18,995	20,148	21,405	22,977	24,811	
7	4.D	19,571	20,724	21,982	23,554	25,388	
8	5.E	20,200	21,353	22,611	24,183	26,017	
9	6.F	20,829	21,982	23,239	24,811	26,645	
10	7.G	21,563	22,715	23,973	25,545	27,379	
11	8.H	22,401	23,554	24,811	26,383	28,217	
12	9.I	23,239	24,392	25,650	27,222	29,056	
13	10.J	24,183	25,335	26,593	28,165	29,999	
14	11.K	25,231	26,383	27,641	29,213	31,047	
15	12.L	26,383	27,536	28,794	30,785	32,619	
16-17	13.M	29,540	30,745	32,081	33,653	35,487	28,177

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
884 PASSAIC AVENUE
NUTLEY, NEW JERSEY
07110-1231

SCHEDULE "B"

FRANKLIN PUBLIC SCHOOL

SALARY GUIDE
1986-1987

<u>STEP</u>	<u>LEVEL</u>	<u>BA</u>	<u>BA+30</u>	<u>BA+45</u> <u>MA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>NON</u> <u>DEGREE</u>
1	A	19,715	20,815	22,015	23,515	25,265	
2	B	19,915	21,015	22,215	23,715	25,465	
3	C	20,502	21,722	23,051	24,713	26,653	
4	D	21,062	22,279	23,606	25,264	27,199	
5	E	21,726	22,942	24,270	25,928	27,863	
6	F	22,306	23,518	24,839	26,491	28,419	
7	G	23,078	24,288	25,611	27,263	29,190	
8	H	23,958	25,170	26,491	28,144	30,071	
9	I	24,839	26,051	27,373	29,025	30,953	
10	J	25,831	27,042	28,364	30,016	31,944	
11	K	27,160	28,381	29,714	31,381	33,325	
12	L	29,172	30,429	31,800	33,971	35,970	
13	M	31,200	32,497	33,934	35,626	37,599	29,733

* **LONGEVITY** - As part of the annual salary, any person with 15 years of creditable service and reaching Level M shall receive an additional \$1,000.00. This service must be served in the district and a teacher must complete 15 years before receiving the additional longevity benefit.

** **STATE FUNDING** - For the 1986-87 school year, any additional state money received above the anticipated \$18,725 shall be distributed equally to all teaching staff.

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
254 PASSAIC AVENUE
MUTLEY, NEW JERSEY
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SCHEDULE "C"

ATHLETIC AND EXTRA-CURRICULAR SALARY GUIDE

<u>ATHLETIC POSITION</u>	<u>1985-86</u>	<u>1986-87</u>
1. Head Soccer	\$ 845	\$ 895
2. Assistant Soccer	735	785
3. Head Boys' Basketball	1206	1256
4. Assistant Boys' Basketball	783	833
5. Head Girls' Basketball	1206	1256
6. Assistant Girls' Basketball	783	833
7. Head Wrestling	1580	1630
8. Assistant Wrestling	1094	1144
9. Cheerleading Advisor	1011	1061

STUDENT ACTIVITY POSITION

1. Music Director	1075	1125
2. Elementary Student Council	1035	1085
3. Newspaper	1075	1125
4. Yearbook	1075	1125

ARTICLE XVII DURATION

This agreement shall be effective July 1, 1985 and shall continue in effect until June 30, 1987.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal 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 Agreement dated December 3, 1985 shall constitute the agreement between the Association and the Board pursuant to Chapter 123, Public Laws of 1974 as amended, until further modified in accordance with the provisions thereof.

DATED: December 3, 1985

FRANKLIN EDUCATION ASSOCIATION

By: Henry C. Kunkel
HENRY C. KUNKEL, President

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN

Doris A. Gancarcik
DORIS A. GANCARCIK, Secretary

By: Roger Ziegler
ROGER ZIEGLER, President