

AGREEMENT
REGARDING THE TERMS AND
CONDITIONS OF EMPLOYMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE
FRELINGHUYSEN TOWNSHIP
SCHOOL DISTRICT
AND THE
FRELINGHUYSEN EDUCATION ASSOCIATION

Effective July 1, 2004
Through June 30, 2007

THIS AGREEMENT made the 22nd day of September 2004 BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF FRELINGHUYSEN, a municipality of Warren County and the State of New Jersey

AND THE FRELINGHUYSEN EDUCATION ASSOCIATION, an association located in the Township of Frelinghuysen in the County of Warren and State of New Jersey. This contract shall be in effect from July 1, 2004 through June 30, 2007.

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

- I. Definitions: WHEN used in this agreement the terms hereinafter set forth, should have the following meanings:
 - A. "Academic Year" shall mean the period between the opening day of school in the school district after the general summer vacation and the next succeeding summer vacation.
 - B. "Association" shall mean the Frelinghuysen Education Association.
 - C. "Board" shall mean the Board of Education of the Township of Frelinghuysen.
 - D. "Chief School Administrator" shall mean the administrative head of the school district as designated by the Board.
 - E. "Contract Year" shall mean the period covered by the definition of academic year plus four (4) days.
 - F. "Part-Time Teacher" shall mean a publicly employed teacher who holds all necessary certifications as required by the N.J.R.S. Title 18A, but is employed by the Board for less than five full days per week.
 - G. "Retirement" shall mean the withdrawing of an individual from the teaching profession with no intent to procure similar employment on a full-time basis.
 - H. "Salary Schedule" shall mean a schedule of minimum salaries as hereinafter set forth fixed in accordance with years of employment and college or university degree or the equivalent as defined by N.J.R.S. 18:29-6.
 - I. "School District" shall mean the corporate limits of the Township of Frelinghuysen and the public schools situated therein.

- J. "School day" shall mean the hours of 8:15 AM to 3:15 PM.
 - K. "School Year" shall mean the period between July 1st and continuing through the following June 30th.
 - L. "Statute" shall mean the statutory law of the State of New Jersey as set forth in the New Jersey Revised Statutes which shall hereinafter be referred to as "N.J.R.S."
 - M. "Teacher" shall mean a full-time publicly employed teacher who holds all necessary certifications as required by N.J.R.S.
 - N. "Grievance" shall mean a claim by an employee or the Association based upon the interpretation, application or violation of the Agreement, policies or administrative decisions which effect the terms and conditions of employment.
 - O. "Aggrieved Person" shall mean the person or persons or the Association making the claim and any person including the Association or the Board whom might be required to take action or against whom action might be taken in order to resolve the claim.
 - P. "Time Limits" shall mean the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the the process. The time limits specified may, however, be extended by mutual agreement.
 - Q. "Year End Grievance" shall mean 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 school year could result in irreparable harm to the parties in interest, the time limits set forth here 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 practical.
- II. REPRESENTATION AND PURPOSES: The Association is the representative agency designated and selected by the majority of the teachers within the school district. The Association represents that it has been so designated and selected by the aforementioned teachers voting in an election conducted pursuant to the provisions of N.J.R.S. 34:13A-5.3 and that it is the exclusive representative for the collective negotiations concerning the terms and conditions of employment of the teachers within said school district. The Board of Education and the Association represent that this agreement has been signed by the authorized representatives of the Board and Association.

- A. Teacher and Association: Any aggrieved person may be represented at all stages of the grievance procedure by themselves or at their option by representatives of their own choosing. The Association shall have the right to be present during all stages of the grievance procedures.
 - B. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until the grievance is concluded.
 - C. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly and be mutually agreeable by the Chief School Administrator and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.
 - D. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private session and shall include only such parties in interest and their designated or selected representatives.
- III. SCOPE OF AGREEMENT: This agreement shall be binding upon the Board and the Association including all of the teachers within the school district. This agreement shall be subject to all mandatory statutes of the State of New Jersey and any question of policy not defined in the aforementioned statutes or this agreement shall remain within the exclusive province of the Board. This agreement shall take effect upon execution hereof for the coming year to commence July 1, 2004 shall expire June 30, 2007 and shall automatically be extended from year to year unless a supplemental or new agreement shall be executed by the Board and Association.
- IV. NEGOTIATIONS: The Association or its duly empowered officers shall prepare in written form any proposals or amendments to this agreement for a subsequent school year. Said proposals shall be presented to the Board on or before 120 days prior to the Board's budget hearing. Thereafter, negotiations shall be conducted between the Board and Association on a regular basis with the aim being a settlement prior to the school election.
- V. TEACHER EMPLOYMENT: All teachers employed by the Board shall receive annual remuneration pursuant to the salary schedule hereinafter set forth taking into consideration the individual teacher's years of employment and college or university degree obtained or its equivalent. All part-time teachers employed by the Board shall receive remuneration pursuant to said salary schedule on a pro-rated basis. As for example, if a teacher is employed two days a week, he or she shall receive two fifths of the full time salary as hereinafter provided. All teachers with military service shall be given credit for the same after the first year of employment by the Board to a maximum of

four years as defined by N.J.R.S. 18A:29-11. Prior experience by a teacher in public, private or parochial schools may constitute credit toward years of employment on an individual basis in the case of a particular teacher at the discretion of the Board.

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

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

- VI. SALARY SCHEDULE: The following schedule is hereby adopted as the minimum salary for teachers having the requisite experience and degree or equivalent, as hereinafter set forth for the years 2004-05, 2005-06 and 2006-07 as shown on Table A – page 10, Table B page 11, and Table C – page 12 respectively. These salary schedules will reflect an aggregate increase of 4.25% in year 1, 4.00% in year 2, and 4.00% in year 3.
- VII. PAYMENT OF SALARY: Teachers' salaries shall be paid over the academic year and on a ten month basis in twenty equal semi-monthly installments. Payments shall be by check bearing current date and issued on the 15th and 30th of each month from September through June. If such date falls on a holiday, weekend or during vacation when the school is not in session, payment shall be by check bearing current date and issued on the last working day prior to said date. The salary of any teacher may be withheld for the failure to perform the required duties of his or her position in accordance with the provisions of N.J.R.S. Title 18.
- VIII. STIPEND FOR PUPIL CONTACT: A fixed amount of \$100 per teacher having required pupil responsibility for overnight events. A fixed amount of \$50 for each teacher having required pupil supervision for the holiday and/or Spring concerts, D.A.R.E. graduation program and Battle of the Minds. In the event of a full day teacher absence every effort will be made to obtain a substitute. If a teacher covers a class/activity during their prep period the coverage is \$22.00 per period. Teachers will be guaranteed a minimum of six (6) prep periods a week, one per day. Teachers will be permitted to change this prep period, after a

discussion with the Chief School Administrator, if it is agreeable to both parties. Teachers, once they have submitted their voucher to the Board Secretary, will receive payment of accrued coverage pay within two pay periods.

- IX. LEAVES OF ABSENCE: Each teacher shall be allowed sick leave with pay on the basis of 15 school days for each year. The unused portion of the first 12 personal sick days shall be cumulative to be used for additional sick leave as needed in subsequent years. The 3 non-accumulative days are used for family sick leave. In the event of the death in the immediate family of a teacher, that teacher will be allowed an excused absence with pay as follows: five days for the death of a father, mother, brother, sister, wife, husband or child; three days for the death of grandparents, mother-in-law, or father-in-law, and one day for the death of any other relative. In addition thereto, each teacher shall be allowed three days for the transaction of personal business that cannot be conducted outside regular school time. The request for such leave shall be made in writing to the CSA at least one day in advance. Any personal days not used will be added to accumulated sick leave at the end of each year.
- IX. MATERNITY/ADOPTIVE/CHILD CARE LEAVE: Leave for disabilities caused by pregnancy shall be administered as any other sick leave. Extended maternity leave without pay may be granted subject to the following:
- A. The dates of the leave shall not disrupt the educational process;
 - B. A non-tenured teacher may be granted leave to the expiration of her current contract;
 - C. A tenured teacher may be granted child care leave for the balance of the academic year and the whole of the next academic year, if requested;
 - D. The leave of absence for a teacher under tenure may extend, at a maximum, for the remaining portion of the school year in which the maternity leave commenced, plus one (1) additional full school year. If the tenured teacher elects to take the maximum allowable leave, a return to employment at the beginning of the next school year following the expiration of the approved leave shall be required unless an extension is granted by the Board.
 - E. Accumulated sick leave may only be used during periods of actual disability. All other periods during which a member is away from work as a result of child bearing or child rearing shall be deemed unpaid maternity leave. A member is entitled to a presumption of disability thirty days before and thirty days after the birth of her child.
 - F. Application for returning to work shall be made to the Chief School Administrator in writing by February 1st if they are applying for an extension of the leave for an additional academic year or if they plan to return to service for the upcoming academic year.
 - G. Upon return, the member's placement shall be determined, as of the date commenced, on the appropriate step as set forth by this schedule. If the member has worked two marking periods before leaving, the member will be placed on the next step of the guide when they return.

- H. In the case of adoption, the child care leave would begin with receipt of the child, and would either terminate with the expiration of a non-tenured teacher's current contract, or at the end of the year for a tenured teacher, unless the tenured teacher applied for an extension of a additional academic year.
 - I. Return from child rearing leave would take place at the beginning of the school year. Such leaves will be provided for the staff as outlined in Board Policy 4151.10.
- X. HOSPITALIZATION AND DENTAL INSURANCE: The Board will provide and pay 100% for hospitalization for all full time teachers under full family coverage. The coverage will be under the New Jersey State Health Benefits Plan. The option of utilizing an alternate plan (HMO) will be at the employee's discretion, but any additional costs above the traditional N.J. State Health Benefits Plan will be the responsibility of the employee.

The Board will provide and pay 100% for dental insurance for all full time tenured teachers under full family coverage. The coverage will be under the Delta Dental Plan of New Jersey.

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

XI. PAYMENT FOR UNUSED SICK LEAVE:

- A. Upon termination of employment a stipend of \$10.00 for each day of accumulated sick leave shall be paid to the employee. There shall be no limit on the number of days counted.
- B. Upon retirement a stipend of \$18.00 for each day of accumulated sick leave shall be paid to the employee. There shall be no limit on the number of days counted.
- C. Such payment shall be made only if the person has had at least 10 years in our District.
- D. The Board reserves the right to pay this attendance bonus the year of termination or in the next budget year, whichever fits best the financial position of the Board. To insure an orderly transition, six months notice of said proposed retirement is requested.
- E. The stipend for unused sick days would be given to the estate of the employee in the event of his or her death.

- XIII. TUITION REIMBURSEMENT: Tuition Reimbursement will be provided to the staff as outlined in Board Policy 4131.3.
- XII. CONVENTION EXPENSES: Teachers attending professional conventions such as speech, Special Education, early childhood, music, curriculum, supervisory, etc. are entitled to a \$25 reimbursement for expenses. Additionally, teachers are entitled to a reimbursement of up to a maximum of \$25 for the purchase of “classroom teaching supplies” obtained at the any professional convention. Reimbursement for supplies is contingent on the submission of receipts and approval of the CSA.
- XV. CURRICULUM DEVELOPMENT: Board Policy 4143, “Extra Pay for Extra Work” outlines the manner in which curriculum development work will be accomplished.
- XVI. GRIEVANCE PROCEDURE: A teacher with a grievance shall first discuss the grievance with the Chief School Administrator within twenty (20) days of occurrence.

If the aggrieved person is not satisfied with the disposition of this grievance, or if no decision has been rendered within five days, the teacher shall submit the following in writing to the Chief School Administrator: their grievance, what provision in the contract is violated and the remedy that they are seeking. If the aggrieved person is not satisfied with the disposition of this formal grievance, or if no decision has been rendered within five (5) days, the teacher may submit her/his formal grievance to the Board of Education in writing. A board-designated representative shall confer with the teacher within seven (7) days and give an answer within twenty-one (21) days. If the aggrieved person is not satisfied with the disposition of this grievance at the second formal level or if no decision has been reached, the aggrieved person may request that the Professional Right and Responsibilities Committee of the Association submit the grievance to advisory mediation. If upon review it finds that the grievance has merit, the Board and the P. R. & R. Committee shall attempt to agree upon a mutually acceptable mediator and shall obtain from the Mediator a commitment to serve. The Mediator selected shall confer with the representatives of the Board and the P. R. & R. Committee and hold a hearing promptly. The Mediator shall issue their decision not longer than twenty (20) days from the date of the closed hearings or if oral hearing have been waived, from the date the final statements and proof of the issues are submitted to them. The decision of the Mediator shall be submitted to the Board and the Association. The costs of services of the Mediator shall be borne equally by the Board and the Association. The aggrieved person shall have the right to representation at all stages of the grievance procedure.

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

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

XVIII. JOB POSTINGS: Notification of all stipend positions in the Frelinghuysen Township Public School shall be posted annually, no less than three weeks from the end of the school year. The posted notice shall set forth the qualifications for the position, the requirements of the positions, and the salary the Board expects to pay. Individuals interested in applying for the position shall do so in writing, within ten (10) days of the date of the notice. The Chief School Administrator must give final approval.

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

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

ATTEST:

BOARD OF EDUCATION
TOWNSHIP OF FRELINGHUYSEN

Secretary

BY _____
President

ATTEST:

FRELINGHUYSEN EDUCATION
ASSOCIATION

Secretary

BY _____
President

DATE: _____

FREINGHUYSEN TOWNSHIP ELEMENTARY SCHOOL
780 ROUTE 94, P.O. BOX 421, JOHNSONBURG, NJ 07846
908-362-6319

Salary Guide - BASE YEAR 1 - 2004-2005

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	37,500	38,450	39,410	40,480	41,470	42,470
2	38,292	39,242	40,202	41,272	42,262	43,262
3	39,084	40,034	40,994	42,064	43,054	44,054
4	39,875	40,825	41,785	42,855	43,845	44,845
5	41,215	42,165	43,125	44,195	45,185	46,185
6	42,655	43,605	44,565	45,635	46,625	47,625
7	44,195	45,145	46,105	47,175	48,165	49,165
8	45,840	46,790	47,750	48,820	49,810	50,810
9	47,590	48,540	49,500	50,570	51,560	52,560
10	49,440	50,390	51,350	52,420	53,410	54,410
11	51,370	52,320	53,280	54,350	55,340	56,340
12	53,350	54,300	55,260	56,330	57,320	58,320
13	55,380	56,330	57,290	58,360	59,350	60,350
14	57,640	58,410	59,370	60,440	61,430	62,430
15	59,750	60,700	61,660	62,730	63,720	64,720
16	62,150	63,100	64,060	65,130	66,120	67,120
17	64,932	65,882	66,842	67,912	68,902	69,902

Salary Guide - BASE YEAR 2 - 2005 - 2006

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	38,895	39,845	40,805	41,875	42,865	43,865
2	39,544	40,494	41,454	42,524	43,514	44,514
3	40,193	41,143	42,103	43,173	44,163	45,163
4	40,848	41,798	42,758	43,828	44,818	45,818
5	41,790	42,740	43,700	44,770	45,760	46,760
6	42,975	43,925	44,885	45,955	46,945	47,945
7	44,360	45,310	46,270	47,340	48,330	49,330
8	44,945	46,895	47,855	48,925	49,915	50,915
9	47,730	48,680	49,640	50,710	51,700	52,700
10	49,620	50,570	51,530	52,600	53,590	54,590
11	51,610	52,560	53,520	54,590	55,580	56,580
12	53,700	54,650	55,610	56,680	57,670	58,670
13	55,890	56,840	57,800	58,870	59,860	60,860
14	58,180	59,130	60,090	61,160	62,150	63,150
15	60,570	61,520	62,480	63,550	64,540	65,540
16	63,060	64,010	64,970	66,040	67,030	68,030
17	65,849	66,799	67,759	68,829	69,819	70,819

Salary Guide - BASE YEAR 3 - 2006-2007

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	40,290	41,240	42,200	43,270	44,260	45,260
2	40,797	41,747	42,707	43,777	44,767	45,767
3	41,304	42,254	43,214	44,284	45,274	46,274
4	41,810	42,760	43,720	44,790	45,780	46,780
5	42,310	43,260	44,220	45,290	46,280	47,280
6	42,810	43,760	44,720	45,790	46,780	47,780
7	44,390	45,340	46,300	47,370	48,360	49,360
8	46,200	47,150	48,110	49,180	50,170	51,170
9	48,170	49,120	50,080	51,150	52,140	53,140
10	50,190	51,140	52,100	53,170	54,160	55,160
11	52,260	53,210	54,170	55,240	56,230	57,230
12	54,380	55,330	56,290	57,360	58,350	59,350
13	56,550	57,500	58,460	59,530	60,520	61,520
14	58,925	59,875	60,835	61,905	62,895	63,895
15	6,140	62,350	53,310	64,380	65,370	66,370
16	63,975	64,925	65,885	66,955	67,945	68,945
17	66,650	67,600	68,560	69,630	70,620	71,620