
**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
THE BOROUGH OF FRANKLIN
AND
THE FRANKLIN EDUCATION ASSOCIATION
July 1, 2005 through June 30, 2006**

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This AGREEMENT, entered into this 26th day of June, 2006, 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. 34:13A-5.3, and the Board acknowledged the FEA as the majority representative for the teaching staff, nursing staff, part-time and full-time teachers, excluding the Child Study Team, 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 him/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 the 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 Commission 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, calculating machines, computers, copy machines and facsimile 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 as well as long distance phone charges it incurs.
- 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 at 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 12:30 p.m. dismissal for students and teachers on the day preceding winter recess and Thanksgiving recess.

ARTICLE IV

NON-TEACHING DUTIES

- A. Teachers shall not be required to transport students to extra-curricular 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 each school year in accordance with the following paragraph. A teacher must actually work forty-five (45) days in the school year to be placed on his/her proper step on the salary schedule as of the beginning of each school year.
- B.** Placement on the guide for new hires will be negotiated between the new member and the Board. Credit for military leave shall be provided in accordance with N.J.S.A. 18A:29-11.
- 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

TEACHING HOURS AND TEACHING LOAD

- A.** Each teacher shall have at least four (4) teaching periods and two (2) administrative assignments to be entitled to a preparation period during each school year of this Agreement. Additionally, each teacher shall 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 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. All teachers shall be required to be in the school building at least ten (10) minutes before student arrival time, and shall be in their respective classrooms or at their assigned stations prior to the time students are scheduled to report to their classroom for the start of their day.
- 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) sometime, 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.** FEA members shall not be required to attend more than four (4) after school meetings per month (e.g. faculty meetings, committee meetings).

- F.** All teachers shall be required to return to school and participate in three (3) evening meetings annually at times designated by the Superintendent of Schools.
- G.**
- 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 seven (7).
 - 3.** Part-time teachers shall teach their teaching periods consecutively.
 - 4.** The entire paragraph "G" of this Article shall not apply to kindergarten teachers.
 - 5.** Part-time teachers are not entitled to lunch or preparation time. Part-time teachers who work less than twenty (20) hours per week are not entitled to medical benefits.
 - 6.** Part-time teachers who teach full days but less than five (5) days per week will be paid prorated based upon the number of days per week taught (i.e., a teacher working two (2) days per week would receive 0.4 or forty (40%) percent pay. Such a teacher would be entitled to a lunch and preparation period).
- H.** The grievance settlement dated January 18, 1982, calling for "three weekly assignments" of patrol duty is hereby adjusted to call for four such assignments, effective September 1, 1993.

ARTICLE VII

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. As chalkboards are replaced they shall be replaced with whiteboards.

ARTICLE VIII

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 seventy-one dollars and four cents (\$71.04) per day for the 2005-2006 school year 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.

- 8.** The Board shall permit all retiring members to utilize a 403B Plan for sick time payment in accordance with applicable laws and regulations.
 - 9.** In the event of the death of a member who has completed 10 years of service in Franklin who is an active employee, his/her outstanding sick leave benefits in accordance with item number 7 above will be paid to the beneficiary listed on his or her pension plan.
- 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 which shall be taken within fourteen (14) calendar days of the death.
 - 2.** The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother, and grandchildren.
- 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) days 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 three (3) 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 conventions or meetings 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 at the current IRS rate for each school year of this Agreement, 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 \$8,318.00 for the 2005-2006 school year for professional business.

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 IX

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 absences 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 terminated 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 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 purposes 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 X

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 a 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.
- F.** Notwithstanding paragraph A of this Article, the Board shall not be required to expend more than the maximum cap of \$28,415 for the entire bargaining unit during 2005-2006.
- G.** Notwithstanding paragraph A of this Article, any staff member beginning employment in Franklin on or after July 1, 1996 will be entitled to seventy-five (75%) percent tuition reimbursement only. Employees who were employed prior to July 1, 1996 shall continue to receive tuition reimbursement in accordance with paragraphs A-F of this Article.

ARTICLE XI

TEACHER EVALUATION

- A.** Non-tenure teachers shall be evaluated by their supervisors 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 supervisor 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 XII

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 XIII

SALARIES

- A.** The salaries of all teachers covered by this Agreement are set forth in Schedules "A," 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 15.
- F.** Staff members shall be paid at the rate of \$29.52 per period for substituting for the 2005-2006 school year.
- G.** Home instruction shall be paid at the rate of \$36.84 per hour for the 2005-2006 school year.
- H.** The nurse and teaching staff shall be compensated for summer work at the rate of \$36.84 per hour for the 2005-2006 school year.
- I.** FEA members shall be paid the rate of \$36.84 per hour for the 2005-2006 school year for time spent teaching posted adult courses before or after the hours of the regular school day.
- J.** Extra-curricular salaries shall be as set forth in Schedule "B."
- K.** There shall be a stipend of a minimum of \$550 per year paid by the Board for each mentor involved in the mentoring program, which shall be run according to State code.

ARTICLE XIV

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 pay the premiums covering full family dental insurance.

ARTICLE XV

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.
- F. Representation fee will be as follows:
 - 1. The Franklin Board of Education shall deduct from the pay of all nonmember employees in the unit a representation fee, in lieu of dues, for services rendered by the Franklin Education Association in accordance with C.34:13A-5.5.
 - 2. The representation fee to be paid by nonmembers/fee payers will be determined by an impartial arbitrator in accordance with the law.
 - 3. On or about the first of November of each year, the Board will submit to the association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
 - 4. The Board will deduct from the salaries of the fee paying unit members the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

5. The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board received said notice.

6. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

G. The Sidebar Memorandum of Understanding regarding lunch period will remain in effect through the 2005-2006 school year and will be revisited by the parties hereto after the conclusion of the 2005-2006 school year in accordance with the terms contained therein.

ARTICLE XVI

DISCIPLINE

- A. No disciplinary action will be taken by the Board for arbitrary or capricious reasons. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

ARTICLE XVII

DURATION

This Agreement shall be effective July 1, 2005 and shall continue in effect until June 30, 2006.

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 thereon, 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 June 26, 2006 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:

FRANKLIN EDUCATION ASSOCIATION

By: _____
Maria Garrera, Co-President

By: _____
Susan Ottogalli, Co-President

ATTEST:

**BOARD OF EDUCATION OF THE BOROUGH
OF FRANKLIN**

William J. Sabo, Secretary

By: _____
Mary Alonso, President

SCHEDULE "A"
FRANKLIN ELEMENTARY SCHOOL
SALARY GUIDE
2005-2006

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA/BA+45</u>	<u>MA+30</u>	<u>MA+60</u>
0	40,170	42,210	44,150	46,540	49,320
1	40,270	42,310	44,250	46,640	49,420
2	40,370	42,410	44,350	46,740	49,520
3	40,500	42,540	44,480	46,870	49,650
4	40,720	42,760	44,700	47,090	49,870
5	41,025	43,065	45,005	47,395	50,175
6	41,960	44,000	45,940	48,330	51,110
7	44,495	46,535	48,475	50,865	53,645
8	47,170	49,210	51,150	53,540	56,320
9	50,010	52,050	53,990	56,380	59,160
10	53,030	55,070	57,010	59,400	62,180
11	56,330	58,370	60,310	62,700	65,480
12	59,720	61,760	63,700	66,090	68,870
13	63,320	65,360	67,300	69,690	72,470
14	68,920	70,960	72,900	75,290	78,070

LONGEVITY^A - As a part of the annual salary, any person with 15 years of creditable service shall receive an additional \$1,500. This service must be served in the district, and a teacher must complete 15 years before receiving the additional longevity benefit.

LONGEVITY^B - As a part of the annual salary, any person with 25 years of creditable service shall receive a total of \$2,000 (\$1,500 + \$500). This service must be served in the district, and a teacher must complete 25 years before receiving the additional longevity benefit.

SCHEDULE "B"	
ATHLETIC AND EXTRA-CURRICULAR SALARY GUIDE	
ATHLETIC POSITION	2005-06 3.75%
Head Soccer	\$2,819
Assistant Soccer	\$2,136
Head Boys' Basketball	\$2,894
Assistant Boys' Basketball	\$2,136
Head Girls' Basketball	\$2,894
Assistant Girls' Basketball	\$2,136
Head Field Hockey	\$2,819
Assistant Field Hockey	\$2,136
Cheerleading	\$2,819
Intramural Basketball Head Coach	\$2,679
Intramural Basketball Assistant Coach	\$2,100
STUDENT ACTIVITY POSITION	
Music Director	\$2,924
Student Council	\$2,924
Newspaper Advisor	\$2,924
Yearbook Advisor	\$2,924
School Play Director	\$2,075
OTHER	
I & RS / PAC Chairperson	\$2,075