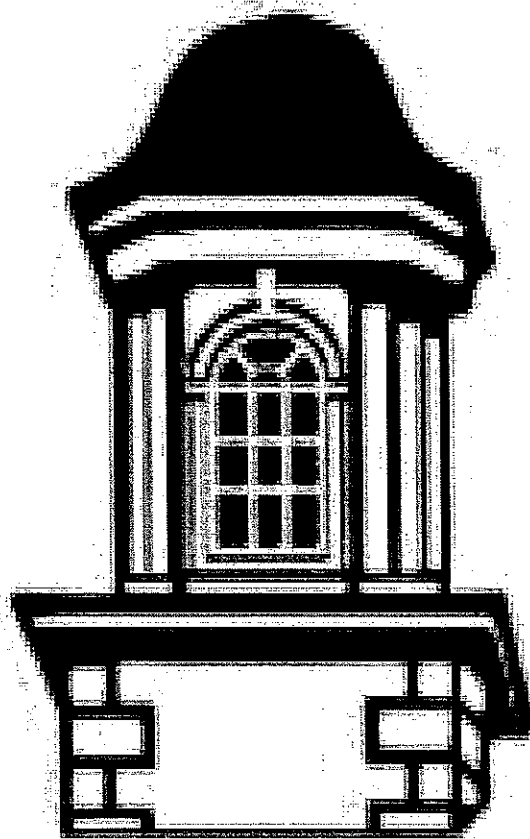


**AGREEMENT BETWEEN**  
**FREEHOLD TOWNSHIP BOARD OF EDUCATION**  
**FREEHOLD, NEW JERSEY**  
**AND**  
**FREEHOLD TOWNSHIP EDUCATION ASSOCIATION**  
**JULY 1, 2019 THROUGH JUNE 30, 2022**



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## THE PREAMBLE

This Agreement is entered into this 1st day of July, 2019, by and between the Freehold Township Board of Education, hereinafter called the "Board", and the Freehold Township Education Association, hereinafter called the "Association."

## ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all employees not engaged as supervisory employees and who comprise the unit hereunder as follows:
1. Teachers
  2. Certified School Nurses
  3. Guidance Counselors
  4. Media Specialists
  5. Social Workers
  6. Learning Disabilities/Teacher Consultants
  7. Psychologists
  8. Secretaries
  9. Office Assistants
  10. Teacher Assistants
  11. Occupational Therapists
  12. Certified Occupational Therapist Assistants (COTA)
  13. Program Coordinators
  14. Speech Language Specialists
  15. Physical Therapists
  16. Educational Interpreter for the Deaf
  17. Board Certified Behavior Analyst (BCBA)

- B. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall apply to all employees represented by the Association in the negotiations unit as defined above.
- C. The term "supervisory employee" is defined as meaning an employee having the power to hire, evaluate, discharge, discipline or effectively recommend the same.
- D. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.
- E. It is agreed that the following individuals employed by the Board are excluded from this unit: Administrative assistants, secretaries, clerks and other support personnel who work in the offices of the Superintendent, Assistant Superintendent, Business Administrator or Human Resources.

## ARTICLE II NEGOTIATION PROCEDURES

A.

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-5.1, et. seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. The Board may request proof of such authorization. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board, shall be signed by the Board and the Association. The signature of the Association on the contract shall be pursuant to authorization received from the membership. The Association shall advise the Board in writing that the membership has approved the tentative Agreement reached between the parties and that the Association is prepared to execute an Agreement. Thereafter, the Board shall advise the Association in writing that the Board has approved the tentative Agreement and is prepared to execute an Agreement.
2. The Association shall submit its interest based contract proposals in writing to the Superintendent of Schools and the Board by December 1st of the calendar year

preceding the calendar year in which this Agreement expires, and such submission of the interest based proposals shall constitute the opening of formal negotiations. In the event such a proposal is not received by the Superintendent of Schools and Board of Education by December 1st, the then current Agreement shall continue in full force and effect for the ensuing school year. No later than sixty (60) days from the time the Association's proposal is received by the Board, the first negotiation meeting will be held. This may be changed by mutual consent of the two parties.

3. The Board reserves the right to present an interest based proposal of its own as well as counter proposals to those presented by the Association. Such proposals shall be presented to the Association in writing no later than January 15th.
  4. All meetings between the parties for the purpose of negotiations shall be scheduled to take place when the members of the bargaining team are free from assigned duties.
  5. The Association and the Board may be represented by persons of their own choosing. However, the size of each bargaining team shall not exceed nine (9) at any meeting. To ensure continuity and a speedy resolution to negotiations, both parties agree to endeavor to keep the same members of the bargaining team throughout negotiations.
- B. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the Freehold Township Schools which the Association may require in connection with negotiations. Nothing contained herein shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III ASSOCIATION RIGHTS

- A. No person covered under this Agreement shall engage in official Association activities during the time that he/she is assigned to duty. Representatives of the

Association shall be permitted to transact official Association business on school property at reasonable times outside of normal school hours, provided that this shall not interfere with or interrupt normal school operations or teaching responsibilities, and further, provided that permission is first obtained from the Superintendent of Schools or his/her designee.

- B. The Association and its representatives shall have the right to use the school buildings at reasonable times during non-school hours for membership meetings with no denial of reasonable requests. The Association will file a facility use request with the Board Office should they wish to use the school buildings for any Association meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of the building by the Association or its representatives.
- C. The Association shall have the right, with the permission of the School Superintendent or his/her designee, to use school equipment on the site; including typewriters, computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not in use. The Association shall provide all materials and supplies incidental to such use. Permission will be granted for the use of all equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.
- D. Except for the Board and Administration, the Association shall have the exclusive right in each building for the use of a bulletin board in faculty lounges, plus the use of inter-office mail and mailboxes. Copies of all Association materials to be posted on such bulletin boards shall be signed and dated by the person who posts the material.
- E. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for advising its members of any violation of the provisions of this Agreement when recognized during the life of this Agreement.
- F. It is the responsibility of the Association, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article VI, if it is felt that any such directive or policy is in conflict with the express terms of this Agreement. Neither the

Association nor its representatives shall assume Board, administrative or supervisory authority.

- G. The Association shall have the right to speak to the membership at the conclusion of the in-service program conducted in each building prior to the opening of school. Non-members may be excused following the session conducted by the Principal.
- H. The Association may appoint one teaching staff member from the middle school staff to serve as a liaison between the Administration and the Association. One forty-four (44) minute period every other day shall be scheduled by the principal for the Association designate. The designate shall be free from homeroom duties and shall be excused from team planning period on an as needed basis. The Association shall designate this individual by June 1 of the preceding school year.
- I. The F.T.E.A. President shall be assigned office or classroom space to be used to conduct association business.
  - 1. Every attempt shall be made to enable the FTEA President to use his/her assigned classroom as office space and to not assign other teachers and activities to this classroom. If necessary and the classroom is not available, consistent, designated office space shall be established for the FTEA President to conduct business within the building.
- J. The Board shall provide to the Freehold Township Education Association access to all members and potential members of the negotiations unit.
- K. Access to Freehold Township Education Association Members and potential members (negotiations unit members) shall include, but not be limited to the following:
  - 1. The Freehold Township Education Association shall have the right to meet with individual employees on the premises of the school during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
  - 2. The Freehold Township Education Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association,



and internal union matters involving the governance or business of the exclusive representative employee organization.

3. The Freehold Township Education Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time is up to 60 minutes, in no cases less than 30 minutes, with final duration of time needed to be determined by the Association.

4. Within ten (10) calendar days from the date of hire of any employee, the board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.

5. The board shall provide the Association on a yearly basis, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all negotiation unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the board.

6. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.) The board shall not disclose employee information, except as outlined in section B (4) and (5) above.

7. The Association shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

L. No Reprisals or Interference with unit members

1. The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates, either verbally or in writing.
2. The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.

M. Dues deduction authorizations or withdrawals

1. The Association shall provide the Board with copies of written authorization forms signed by any and all unit employees who have indicated their desire to be a member of the Association and have a payroll deduction implemented for the payment of dues in an amount stated on the form submitted. The Board shall not require any such employee to sign any additional forms or documents related to their desire to join, or decline to join, the Association or have their dues deducted from their salary.
2. The Board agrees to deduct from the salaries of its employees' dues for the Association and any affiliate organizations designated on the dues authorization form. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e). Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.
3. The Association named above shall certify to the Board, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues it shall give the Board written notice prior to the effective date of such change.

ARTICLE IV  
EMPLOYEE RIGHTS

- A. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause in conformance with Board policy and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent herein set forth.
- B. Whenever any employee is required to appear before the Superintendent, Board or any committee concerning termination of employment or salary, then he/she shall be given prior written notice of the reasons for such meeting or interview. The employee shall, at his/her option, be entitled to have a representative of the Association present to advise him/her and to represent him/her at all meetings including instances when the employee is required to appear before the Board.
- C. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during normal school hours.
- D. The teacher shall have the responsibility of determining grades and other evaluations of students within the guidelines of grading policies of the Freehold Township School District. No grade or evaluation shall be changed without consultation with the teacher.
- E. Any criticism by a supervisor, administrator, or Board member of an employee shall be made in confidence to the individual and not in the presence of others. Any criticism by an employee of a fellow employee, supervisor, administrator, or Board member shall be made in confidence to the individual and not in the presence of others.
- F. Employee-employer dialogue shall be conducted in a professional manner at all times by both parties.
- G. When a complaint regarding a staff member is received, these procedures will be followed:
  - 1. If the administrator feels the complaint may have substance, the staff member must receive a copy of the complaint. If an investigation determines that the

complaint is warranted, both the complaint and the administrator's report shall be placed in the employee's file. The employee shall receive a copy of the report and shall be entitled to attach a response.

2. If the administrator does not feel the complaint warrants investigation, but chooses to place a copy of the complaint in the administrator's correspondence file, the employee shall be notified and given the option of reading the complaint. No record of the complaint shall be placed in the employee's file.
- H. When copies of any materials are to be placed in an employee's personnel file, the employee shall receive a copy.
- I. An employee summoned to an administrator's office must be informed in advance of the reason for the meeting. Whenever an employee asks to meet with a supervisor/administrator and chooses to be represented, the supervisor/administrator shall be informed in advance of the nature of the meeting.
- J. It is the intent of the Board to provide an air-conditioned lounge in all school buildings whenever practicable.

## ARTICLE V BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Freehold, Monmouth County, New Jersey, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to the signing of this Agreement, by the laws and the Constitution of this State of New Jersey, and of the United States.
- B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the Constitution and laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18:A, School Laws of New Jersey, or

any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE VI GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, a group of individuals, the Association at the request of, or on behalf of, an individual or group of individuals, or the Board.
2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
  - a. The failure or refusal of the Board to renew a contract of a non-tenured employee
  - b. In matters where a method of review is prescribed by law, or any rule, regulation or bylaw of the State Commissioner of Education or the State Board of Education.
  - c. In matters involving the sole and unlimited discretion of the Board
3. The term "employee" shall mean any regularly employed individual covered in Article I, "Recognition".
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them.
5. The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

6. The term "party" means an aggrieved employee, his/her immediate supervisor, the school Principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

## B. PURPOSE

1. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.
2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting terms and conditions of employment under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the Administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

## C. PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereto within thirty (30) days of the occurrence complained of or within thirty (30) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute abandonment of the grievance.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative or representatives to appear with him/her at any level in the process. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative or representatives to participate at any stage of the grievance procedure.
5. Level one: The grievant shall first discuss his/her grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter. At this meeting the grievant must inform the principal or supervisor in writing that this conference may be the first step of the grievance procedure. Where the immediate supervisor is below the position of principal, the principal shall be notified and shall have the right to be present in said hearing. The immediate supervisor or principal shall render a decision to the grievance verbally or in writing within ten (10) days.
6. Level two: If the grievance is not resolved to the grievant's satisfaction, or if no decision has been rendered within ten (10) days of the level one conference, and the grievant wishes to pursue the matter further, the grievance shall be reduced to writing and presented to the Superintendent of Schools. Within twenty (20) days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties of interest shall have the right to be heard. Within fifteen (15) days of said hearing the Superintendent shall in writing advise the employee and his/her representative, if there be one, and the Association, of his/her determination and shall forward a copy of a said determination to the school principal and to the immediate supervisor of the aggrieved employee.
7. Level Three: If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered fifteen (15) days after the discussion with the Superintendent, the grievance and the Superintendent's written decision will be submitted for appeal to the Board.
8. Where an appeal is taken to the Board, there shall be submitted by the appellant the following:
  - a. A further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and the adverse party.
9. The Board shall consider the appeal on the written record submitted to it, and the Board shall conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board,

copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto.

10. The Board shall make a determination within twenty-five (25) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, the Superintendent and Association of its determination. This time period may be extended by mutual agreement of the parties.
11. In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within twenty-five (25) days of the issuance of said order, ruling, or directive by filing with the Secretary of the Board a statement setting forth:
  - a. The order, ruling or determination which is the basis of the complaint
  - b. The basis of the complaint
  - c. A request for a hearing if a hearing is desired
  - d. A copy of the statement set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.
12. Upon receipt of a grievance filed under the provisions of paragraph 11, the procedure shall be as set forth in paragraphs 9 and 10.
13. If the grievant is not satisfied with the disposition of the grievance at the Board level and the grievance involves an alleged violation of this Agreement only and the employee wishes to pursue the matter further, he/she shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employees Relations Commission. A request for arbitration shall be made not later than twenty-five (25) days following the determination by the Board.
14. The arbitrator shall proceed with a hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted in writing to the Board and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without



power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

15. The costs for the services of the arbitrator shall be borne by the losing party to the arbitration. Any other expenses incurred shall be paid by the party incurring the same.

#### D. MISCELLANEOUS

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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. It is understood that employees 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.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All days referred to in this procedure shall be calendar days.
4. 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, or if it is filed after the end of the school year or work year, then the time limits shall be established by counting thirty (30) calendar days from the first day of the next school year.

#### ARTICLE VII NO-STRIKE PLEDGE

The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from her/his position, or stoppage of work or abstinence in whole or in part, from the

full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement, and the Association shall be in position to make a recognizable attempt to direct its members to return to their assignments.

## ARTICLE VIII EMPLOYEE EMPLOYMENT

### PROFESSIONAL STAFF

- A. The Board agrees to hire only certificated professionals according to law. For the purpose of this ARTICLE, the term "professional" shall be defined as all certificated individuals not excluded under the Recognition clause of this Agreement.
- B. Non-tenured professionals continuously employed since the previous September 30, shall be notified of their contract status for the ensuing year on or before May 15. This date shall be extended in the event the law permits a later notification date. Should this occur, the President of the F.T.E.A. will be notified in writing.
- C. Newly employed persons shall be placed on a step of the appropriate salary guide which is mutually acceptable at the time. The Board agrees to provide the new employee with a copy of the salary guide and an explanation of hiring and placement practices prior to employment. Previous work experience may be considered for placement on the salary guide. The employee will sign a statement that he/she has been given a copy of the salary guide; that placement has been explained to him/her; and that the benefit package has been explained to him/her. Each professional shall be placed on a step on the salary guide which is mutually agreed to at the time of employment.
- D. Professionals shall present official documentation to the Superintendent for any change in salary due to a change in certification or degree on or before September 1 or February 1. Failure to comply with this provision will delay the effective date of salary adjustment until the following September 1 or February 1. Should extenuating circumstances prevent a professional from presenting acceptable documentation to the Superintendent, a seven (7) calendar day extension will be granted. The

Superintendent of his/her designee shall determine whether or not the situations that exist warrant an extension.

#### SUPPORT STAFF

- E. Non-tenured employees, continuously employed since the previous September 30, will be notified of their contract status for the ensuing school year on or before May 15. This date shall be extended in the event the law permits a later notification date. Should this occur, the President of the F.T.E.A. will be notified in writing.
- F. The Board of Education shall provide teacher assistants at least sixty days notice in the event the unit is to be outsourced to another employer.
- G.
  - 1. Newly employed persons shall be placed on a step of the appropriate salary guide which is mutually acceptable at the time. The Board agrees to provide the new employee with a copy of the salary guide and an explanation of hiring and placement practices prior to employment. Previous work experience may be considered for placement of the salary guide. The employee shall sign a statement that he/she has been given a copy of the salary guide; that placement has been explained to him/her; and that the benefit package has been explained to him/her. Anyone employed in a 12-month position between July 1 and December 31 of any contract year shall be given full credit for one year of service at the next increment step for movement for the following year. Anyone employed in a 12-month position between January 1 and June 30 shall remain on the same salary step and not move for the following year. Anyone employed in a 10-month position between September 1 and January 31 of any contract year shall be given full credit for one year of service at the next increment step for the following year. Anyone employed in a 10-month position between February 1 and June 30 shall remain on the same salary step for the following year.
  - 2. Employees promoted to a position that pays a higher salary will be placed on a step of the appropriate salary guide that creates a minimum increase in salary of one thousand dollars (\$1,000.00).

3. When an employee is involuntarily transferred to a position which pays a lower hourly wage, the employee will be placed on the salary step of the appropriate guide which will result in no loss of hourly pay.
- H. The Board may, at its discretion, conduct initial performance testing for all new employees prior to their hire.
- I.
1. In the event of a reduction in force, all support staff employees shall be reduced in order of last hired, first fired per category. Employees who are rified shall be placed on a three-year preferred eligibility recalled on the basis of seniority as positions become available,
  2. Any employee who qualifies for a new or vacant position will be guaranteed an interview.

#### ARTICLE IX ASSIGNMENT

- A. Before the closing day of school, the Superintendent or the principal of the individual school will notify the employees in his/her school of the anticipated assignment and the school to which the employee will be assigned in the next school year.
- B. Assignments shall be made at the discretion of the Administration and within the area of teacher competency, teaching certificate or their major or minor field of study, except temporarily and/or for a good cause.
- C. In the event that changes in assignment, schedules, class and/or subject assignments are to be made, any employee affected shall be notified in writing; and upon the request of the employee, the changes shall be reviewed between the Superintendent or his/her representative and the employee affected. However, it is specifically understood and agreed that the Superintendent or his/her representative reserves the right to modify or change any assignment, classes, schedules or schools, wherever and whenever he/she may deem it necessary and advisable for the best interest of the Freehold Township School System, and that such changes or modifications shall not be subject to grievance procedure.

D.

1. Upon request, a meeting between the Administration and the Association will be held prior to November 1 of each school year. The meeting will be held to discuss but not be limited to: (1) present enrollment, (2) projected enrollment for the coming school year, (3) school district plans, and (4) facility analysis.
2. In the event the Association differs with the Administration's proposal, it may, within ten (10) days after the meeting with the Administration, request the opportunity to discuss its position with an appropriate committee of the Board.
3. Following the meeting with the Association, the committee of the Board will make a recommendation to the full Board of Education, who shall make the final decision.

E. All audio or video recording of students shall be conducted openly and with at least 48 hours prior notification to staff member, before commencement of recording can begin. The notification should be in writing if time permits, but a verbal notification can suffice and qualify if the situation is more immediate. Verbal or written notification shall both be accepted by the staff member.

## ARTICLE X VACANCIES, PROMOTIONS AND TRANSFERS

- A. An employee may apply for any position at any time. Such application should be on the form designated by the Superintendent or his/her designee and addressed to the Superintendent. Applications will be considered should such a vacancy occur, either during the school year or during the summer. The application must be renewed annually.
- B. In the event a vacancy or a new position shall occur, vacancies will be posted on the district's web site and sent to all staff members via the district email system. Employees will have five (5) working days from such notification to indicate an interest in the position. All qualified Freehold Township employees submitting an application will be guaranteed an interview. For Extended School Year employment, Freehold Township employees submitting an application will be screened through a digital interview. Candidates moving on from the digital interview will be guaranteed an in person interview. Should the five (5) day posting period be a problem, the

Administration will contact by telephone, the Association President or his/her designees. Upon mutual agreement between the Administration and the Association, the posting period will be shortened.

- C. In filling a vacancy within the bargaining unit, the Board agrees to consider the following: the performance evaluations of the individuals; the effectiveness of the individual in their present position, the contribution the individuals will make to the students in the new position, the professional background and attainment of all applicants, and other relevant matters such as attitude, stability, dependability, loyalty, and the length of time each has been in the school system. The decision of the Board as to the filling of such vacancies shall, however, be final.
- D. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board; and the decision of the Board with respect to such matters shall be final.
- E. The parties recognize that changes in assignments and transfers between schools will be necessary. While the right of determination to assign or transfer an employee is vested in the Board, the Board will not in any case assign or transfer an employee without prior discussion with said employee. The employee will be notified of pending transfer by his or her immediate supervisor. Such transfers in changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual employee will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. The employee may appeal the decision of the involuntary transfer to the Superintendent within five business days. No involuntary transfer shall take place until the employee has had the opportunity to appeal to the Superintendent at a face to face meeting. The Superintendent's decision shall be final.
- F. Any professional employee whose assignment is involuntarily transferred shall be provided assistance in the following manner:

1. If the reassignment is to take place during the school year, the employee shall be provided a maximum of three days free of assignments to prepare for the new position;
  2. If the reassignment is to take effect at the beginning of the school year, the employee shall be entitled to make preparations for the new assignment a maximum of any three days during the summer vacation period, and shall be paid at the substitute teacher per diem rate.
  3. If an in building room change is to occur, and notification to the staff member occurs later than ten (10) days prior to the last day of school or during the summer, the employee shall be entitled to make preparations a maximum of three days during the summer vacation period, and shall be paid at the substitute teacher per diem rate.
- G. A teacher who receives a satisfactory evaluation in his/her regular school assignment shall be eligible to apply for a summer school or curriculum committee position for which he/she is experienced and qualified. All openings for summer employment will be posted in accordance with Section B. of this ARTICLE.

## ARTICLE XI EVALUATION

- A. All formal observations of the employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited. Employees will be notified of the observation instrument being used. Individuals certified to supervise, as designated by the Superintendent, will conduct the observations. Non-tenured teachers will be observed at least three (3) times during each year, and tenured teachers will be observed at least once during each year. Any modification to the New Jersey Administrative Code mandating additional evaluations shall be followed. Support staff will be observed at least once during the school year. Following the observation, a conference will be scheduled within fifteen (15) days. The employee shall receive a written report within ten (10) days of the observation, excluding Saturdays and Sundays, and a conference shall be scheduled at a private location. The conference shall be scheduled at least one (1) day, but no longer than (5) days,

after receipt of the written observation, The conference may be held electronically by mutual agreement between the supervisor and employee. The observation process, written report, and conference shall be concluded within fifteen (15) working days. The employee and the supervisor shall sign the completed report. The employee's signature merely indicates knowledge of the report and does not necessarily indicate agreement with the content. An employee may add comments to the report. A copy of the report shall be given to the employee and the report shall be placed in the employee's personnel file. An end-of-year evaluation shall be completed in writing for all employees.

- B. The Board shall protect the confidentiality of personal references, academic credentials, evaluations and other similar documents.

## ARTICLE XII SCHOOL CALENDAR

- A. A school calendar shall be presented to the Association by the Superintendent no later than April of the year preceding the school year which the calendar controls. Upon request, a committee of the Association shall have the opportunity within twenty (20) days of receipt of the calendar to meet with the Superintendent to review and discuss the calendar proposal.
- B. In the event the Association differs with the school calendar recommended by the Superintendent, it may within ten (10) days after the meeting with the Superintendent, request the opportunity to discuss its position with an appropriate committee of the Board.
- C. The Superintendent shall then make a recommendation of the school calendar to the Board, and the Board shall make the final decision as to the entire school calendar.
- D. The calendar shall include a maximum of one hundred eighty-three (183) days. Teachers new to the district will also attend the New Teacher Academy prior to the start of the school year. The calendar shall also provide for shortened days consisting of four-hour student days. Six (6) days shall be used for early dismissal of students and teachers and shall be applied to the day before Thanksgiving, the day before the winter recess, the day before spring recess and the last three (3)



days of the school year, Any modifications to this section must be agreed to by both parties.

- E. An early dismissal shall be provided to those teaching staff members who have completed three (3) or more hours of District approved after school professional development by May 15 of each year. Certificates of attendance must be presented to building administrators no later than May 15 of each year. All other certificated staff members in the bargaining unit shall work their regular workday on the early dismissal day. The early dismissal day shall be designated in the school calendar each year.

#### SUPPORT STAFF

- F. The work year for all full-time employees shall be in accordance with the attached schedule. Part-time employees shall be determined to be those employees who are steadily employed for less than twenty (20) hours per week. Any employee hired after July 1, 2016 shall be considered part time if he/she is steadily employed for less than thirty (30) hours per week.
- G. The length of the working day for employees shall be in accordance with the attached schedule. These hours will be adjusted for the designated representative for the support staff to attend Association meetings. Any time lost from regular hours will be made up prior to the Association meeting. This time adjustment will be scheduled by the immediate supervisor, after consulting with the employee.
- H. The specific hours of assignment shall be made by the immediate supervisor and may consist of flexible hours mutually agreed upon by the individual employee and immediate supervisor.
- I. Twelve month employees will follow the school calendar which will also include the Labor Day and Fourth of July holidays which will reflect a minimum of twenty (20) non-work days.
  - 1. Days requested for the observance of religious holidays not covered in the school calendar shall be charged as personal days.
- J. Employees who engage in authorized extra work shall be compensated as follows:
  - 1. Work time in excess of the adopted schedule shall be considered overtime, and the individual or individuals involved shall be entitled overtime payment. Overtime payment shall be based on one and one-half (1½) times the hourly rate

of the individual involved. All overtime must be approved by the Superintendent or appropriate administrator prior to the work being started. Overtime payment for Saturday shall be one and one-half (1½) times the individual's hourly rate and on Sundays and holidays, shall be twice the individual's hourly rate.

2. All overtime payment shall be submitted to the Board at the regular monthly meeting for approval.

K. Twelve (12) month employees shall be entitled to vacation leave with pay as follows:

Years 1 through 4	5 days
Years 5 through 10	10 days
Years 11 through 14	13 days
Years 15+	15 days

1. Vacations are to be taken at a time during the year when the employee's responsibilities have been met to the satisfaction of the immediate supervisor.
2. Notifications shall be given by the employee to the immediate supervisor at least two (2) weeks prior to the taking of the vacation. Approval will be granted based on compliance with other sections of this ARTICLE.
3. When two (2) or more employees perform related tasks in a department, at least one (1) must be on duty during normal work days to ensure the effective operation of the department.
4. All vacation time shall be taken during the year of accrual. First year employees shall accrue half (½) a day per month for the first ten (10) months. Employees hired before July 1, 2007 shall continue taking vacation time the year following accrual. Vacation days may not be accumulated without the approval of the immediate supervisor and the knowledge of the Superintendent. Except that, employees may carry over up to five (5) vacation days each year. These shall be non-cumulative and expire if not used in the carry-over year. Each employee wishing to carry over up to five (5) days shall inform his/her supervisor in writing by June 30 prior to the year into which the days are to be carried over. Upon separation of service, reimbursement for unused vacation days will be as follows:

Staff hired after July 1, 2007 will be compensated for any unused days accrued to them in the year of separation plus any unused days carried over from the previous year.

Staff hired *before* July 1, 2007 will be compensated for any unused days accrued and credited to their balance from the previous year and any unused days accrued during the year of separation plus any unused days carried over from a previous year.

5. A maximum of fifteen (15) vacation days may be taken during the summer period, with the balance to be used during the school year with the knowledge and approval of the immediate supervisor and the Superintendent.
  6. Employees whose contracts are for less than twelve (12) months shall not be entitled to the provisions of this policy.
- L. All secretaries and office assistants shall have a duty-free lunch period daily of forty-five (45) minutes. Secretaries and office assistants may leave the building during their scheduled duty-free lunch periods provided that they sign out and back in at the Principal's Office.
- M. The administrator and employees shall arrive at some mutually agreeable way to provide breaks for support staff: ten (10) minutes for secretaries and office assistants. This time may be taken at a location away from their work station if they wish. This time is not accruable.
- N. The administration shall provide 45 minutes of uninterrupted non pupil contact time for teacher assistants, which will include lunch and break. Teacher Assistants may leave the building during this time provided that they sign out and back in at the Principal's Office. Teacher Assistants end of the day will be after students' departure. On a shortened day schedule, teacher assistants shall have a fifteen (15) minute break. This time may be taken at a location away from their workstation if they wish. This time is not accruable.
- O. Contracted non-certified personnel may attend workshops or other specialized training. District procedures must be adhered to for approval and/or reimbursement of workshops.
- P. All support staff shall work the school calendar during the school year. Secretaries and office assistants shall work a 7½ hour work day. On a shortened day work schedule, secretaries and office assistants shall work a 4½ hour day. Teacher Assistants end of the day will be after students' departure.

Q. An early dismissal shall be provided to those office staff members who have completed three (3) or more hours of District approved after school professional development by May 15 of each year. Certificates of attendance must be presented to building administrators no later than May 15 of each year. All other office staff members in the bargaining unit shall work their regular workday on the early dismissal day. The early dismissal day shall be designated in the school calendar each year.

R. Office Staff may be called to attend monthly meetings after the contractual day and will be compensated at the district meeting rate.

NOTES:

1. When schools are closed and/or hazardous conditions exist, the employees covered by this Agreement will not be required to report to work.
2. Office Assistants shall work five (5) days after the last staff day of the school year and ten (10) days after August 15 and before the first staff day in September. The scheduling of these days shall be mutually agreed upon by the Superintendent and the F.T.E.A.
3. When the Board approves a modified summer work schedule, twelve month employees shall begin the summer schedule the Monday after the last day of school in June and end the Friday before the last full work week in August. The modified summer work schedule shall be a four (4) day work week 8:00 AM until 4:00 PM with a thirty (30) minute lunch break.
4. Should the Board not approve a modified summer work schedule, twelve month employees, during the months of July and August, work a seven (7) hour day.
5. Any Teacher Assistant hired during or prior to the 1997/1998 school year will not be required to have 60 college credits to maintain his/her employment.
6. Support staff shall have shortened days the day before Thanksgiving, before Winter Recess and before Spring Recess.

7. Any Teacher Assistant, when required to renew his/her substitute certificate (once every three years), may submit a voucher for reimbursement of the cost of renewal. A copy of the renewed certificate must be provided to the personnel office upon receipt.

### ARTICLE XIII LENGTH OF SCHOOL DAY

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. The length of the teaching day shall, therefore, be of a time necessary for teachers to meet their responsibilities as professional employees. The length of the student day in the elementary buildings will be comparable. Students attending a middle school will have the same length of day as students in other middle school building(s) in Freehold Township. Upon entering the building in the morning teachers shall sign in and upon leaving the building in the afternoon teachers shall sign out. This may be done electronically.
- B. Teachers shall be on duty at least ten (10) minutes before the instructional day begins and remain at least ten (10) minutes after the dismissal of their classes to discharge their professional responsibilities as referred to in paragraph "A" and provided that adequate professional supervision is maintained for the departure of bus-transported pupils. The foregoing, however, shall not apply to school nurses. Nurses, because of their responsibilities, shall be on duty ten (10) minutes before school and shall remain on duty until the departure of the last regular bus or ten (10) minutes after the dismissal of classes, whichever is later.
- C. Members of the professional staff may leave the building during their scheduled duty-free lunch periods provided that they sign out and sign in at the principal's office or electronically.
- D. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings and conferences. These meetings and conferences may be held twice per month. Meetings do not have a minimum time requirement and the administration will make every effort for the meeting not to exceed one hour. Meetings will have specific agendas and when the agenda has been met, the staff will be dismissed. A third meeting could be scheduled as a district meeting or as

needed in the building but will not exceed five per year. Teachers may suggest items for the agenda of faculty or other professional meetings. Except for emergencies, meetings and conferences will not be scheduled on Fridays or on days preceding holiday closings. By mutual agreement between the administration and staff, the faculty meetings may be held before the regular work day. Teacher Assistants are not expected to attend monthly faculty meetings, but the administration may request their attendance at no more than two faculty meetings per year without compensation. Such a request must be made at least one week before the meeting. If teacher assistants are asked to attend any faculty meetings beyond the two, they will be compensated at the district meeting rate. All staff Faculty meetings held for emergency situations are not eligible for compensation.

- E. The Board shall continue and improve current practices with respect to teaching load, preparation time and duty-free lunch consistent with good scheduling on behalf of the students and teachers. All teachers shall be scheduled by the Board for a minimum of (80) minutes per instructional day for the purposes of uninterrupted individual preparation time and duty-free lunch. The eighty (80) minutes per instructional day shall not be in more than two intervals, with neither interval being less than thirty-five (35) minutes, except on those days when the regular student day is shortened. On scheduled shortened days, a teacher's schedule will include a minimum of twenty-five (25) minutes of non-pupil contact time. Middle school teachers shall be scheduled for a minimum of one class period of team preparation at least every other day which includes team planning, inclusion planning, department planning and/or PLC meetings. Middle school teachers shall be scheduled for a minimum of one class period of duty every other day which shall include class coverage, academic support for students, hall duty and lunch duty. Maximum instructional time for middle school teachers shall not exceed 264 minutes per day.

Both the Freehold Township Board of Education and the F.T.E.A. recognize the difficulty of scheduling Related Arts and Spanish teachers for team meetings. Related Arts and Spanish teachers will have a duty period scheduled daily by their respective administrators, but upon request of the teacher, may be released from duty to attend a scheduled team meeting. This release from scheduled duties may be granted up to three times in one cycle providing there is adequate coverage of required assignments.

- F. The Administration may offer teachers the opportunity to provide class coverage in lieu of the teacher's preparation period in cases of an emergency when no substitute is available. Teachers accepting such assignment shall be compensated at the curriculum rate.
- G. School nurses working through their contractual lunch period and working past their contractual day to care for students shall be compensated at the curriculum rate.
- G. The Board and the Association agree that extra curricular activities are educationally worthwhile. Teacher participation in extracurricular activities which extend beyond the regularly scheduled school day shall be voluntary and shall be compensated in accordance with the attached schedule of honorariums.
- H. Field trips are considered an integral part of the curriculum and shall be approved and scheduled by the principals within the normal work day, whenever possible and practicable after taking into consideration the recommendations of the teachers involved.
- I. Teachers shall be required to attend the following evening assignments or meetings:
  - 1. One evening for staff introduction to parents. During the evening:
    - a. Middle school teachers will meet and follow an abbreviated student day schedule
    - b. Elementary school teachers will meet individually or as a team at their option
    - c. Teachers will introduce themselves, display instructional materials and aids, describe classroom offerings, suggest ways for parents to help and other items suggested by the Administration or the Association and mutually agreed to.
    - d. This procedure will be followed on a system-wide basis and any proposal for a significant change from the previous year will be reviewed with the Association prior to its implementation.
  - 2. Beginning in the 2020 - 2021 year, middle school teachers shall return for a maximum of two (2) evenings in November for parent conferences and two afternoons over the course of three consecutive days. Beginning in the 2020 - 2021 year, elementary school teachers shall return for a maximum of two (2)

evenings and one afternoon in November for parent conferences over the course of three consecutive days.

- a. There shall be an early dismissal for students when parent conferences are held
- b. Teachers who do not have a scheduled evening conference on a particular evening shall choose either of the following options, but must notify the building principal in writing, and before the fact, of their choice:
  1. Remain at school until the normal, full day dismissal time for students
  2. Return in the evening and remain for a length of time equivalent to the time they would have stayed for the normal school day.
  3. For the middle school teacher, when both afternoon and evening conferences are scheduled, teachers will remain after the contractual school day for two (2) and one half ( $\frac{1}{2}$ ) hours if not returning for evening conferences.
- c. Teachers having conferences in the evening shall be required to return and remain for a minimum of time as in "(2)" above.
- d. In the event that there are insufficient time slots available to accommodate the number of face to face conferences, coverage will be provided for additional conferences on an as needed basis.
- e. Teachers shall be present for evening conferences a total of five (5) hours per year.

#### ARTICLE XIV SICK LEAVE

- A. Sick Leave is defined under New Jersey Statutes Annotated (R.S.) 18A:30-1 et. seq. as follows: Sick Leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authority on



account of a contagious disease or being quarantined for such a disease in his/her immediate household.

- B. In case of personal illness for full-time employees, an allowance of full pay will be made for: eleven (11) days for ten month employees; twelve (12) days for eleven month employees, and thirteen (13) days for twelve month employees in any school year. If any such person requires in a school year less than the specified number of days, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years. If, due to extended illness, an employee who is covered by this Agreement exceeds the number of allocated sick days, then the Board may continue to pay that person each day's salary less the pay of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. An employee requesting consideration under this provision will submit requested documentation to the Administration who will review each individual case. This information will be reviewed by the Personnel Committee of the Board of Education. Extended illness in this case is defined as any hospital stay plus doctor-ordered recuperative time. Maternity cases would be excluded.
- C. All employees will be provided with an accounting of the beginning balance of all absences for the school year on September 15th.
- D. All full-time employees shall be entitled to use up to three (3) sick days as family sick days per year, for members of the immediate family, each school year.

#### PROFESSIONAL STAFF

E.

- 1. Any employee in T.P.A.F. retiring/resigning from the Freehold Township School District with a minimum of ten (10) years of service in the district, will be paid for unused accumulated sick leave according to the following schedule:

1-60 days                      \$75.00 per day

61+ days                        \$100.00 per day

The maximum payment is \$15,000.00

- 2. An employee must notify the Board of Education of his/her pending retirement/resignation by December 31<sup>st</sup>, prior to the calendar year of the

retirement/resignation.\* Payment will be made the later of July 15<sup>th</sup> or separation date of the calendar year following the calendar year in which the employee notifies the Board of Education of an impending retirement or resignation.

\*The Board may waive this requirement in the case of extenuating circumstances.

## SUPPORT STAFF

### F.

1. Any employee retiring/resigning from the Freehold Township School District with a minimum of ten (10) years service in the district, will be paid for unused accumulated sick leave according to the following schedule:

\$50.00 per day to a maximum of \$6,000.00

2. An employee must notify the Board of Education of his/her pending retirement/resignation by December 31st, prior to the calendar year of the retirement/resignation.\* Payment will be made the later of July 15<sup>th</sup> or separation date of the calendar year following the calendar year in which the employee notifies the Board of Education of an impending retirement or resignation.

\*The Board may waive this requirement in the case of extenuating circumstances.

In the case of the death of an employee prior to retirement or resignation, who otherwise meets the criteria to collect payment for unused sick leave, the Board of Education will pay the entitlement to the employee's beneficiary.

- G. Employees aged 55 and over shall contribute amounts received for unused accumulated sick time to their respective Tax Sheltered Annuity Program (403(b)) as permitted by law. The Board shall make the sick day payout to qualified retiring members July 15<sup>th</sup> as long as the employee satisfies any and all written or other requirements to do so.

## ARTICLE XV DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

## A. GENERAL POLICY

1. The presence in the classroom of the professional is considered essential to the continuity and success of the educational program for the children. Under no circumstances shall any employee be absent from school without the knowledge of the Superintendent or his/her designee.
2. When an employee is absent for any reason, the Superintendent or his/her designee shall be notified in sufficient time to procure a substitute. This notification should take place prior to the opening of the school day.

## B. LEAVE FOR BEREAVEMENT

1. Maximum leave will be allowed without loss of pay of five (5) days including the day of the funeral, to be taken within a reasonable time agreeable to the Superintendent for spouse, father, mother, father-in-law, mother-in-law, step-father, step-mother, step-son, step-daughter, domestic partner, son-in-law, daughter-in-law, son or daughter; and three (3) consecutive calendar days including the day of the funeral for sister, brother, sister-in-law, brother-in-law; and two (2) consecutive calendar days including the day of the funeral for a grandfather, grandmother, or grandchild of the employee or employee's spouse and such person or persons residing within the employee's immediate household. In the case of the death of an aunt, uncle, niece, or nephew of the employee or the employee's spouse, the employee shall suffer no loss of pay for the absence of the day of the funeral.
2. In the case of the death of a colleague employed by the Freehold Township School District within the same building, the employee shall suffer no loss of pay for the absence of the day of the funeral. In the event the colleague does not work in the same building, leave to attend the funeral may be granted at the discretion of the Superintendent.

## C. LEAVE FOR LEGAL PROCEEDINGS

1. A leave of absence with pay will be granted for time necessary for appearance in any legal proceedings arising out of the scope of the individual's employment if employee is required by law to attend. The provisions of this section shall not apply to matters arising in connection with ARTICLE VII of this Agreement.

2. Additional leave for legal proceedings will be considered as a personal leave day. In the event an employee has used all his/her personal leave days and must have additional leave to attend a legal proceeding, such leave may be granted, with pay, by the Superintendent with no denial of reasonable requests.

#### D. LEAVE FOR PERSONAL REASONS

1. Three (3) days a year of leave may be used for personal leave. 11-month employees shall receive 4 personal days per contract year. Personal days shall be accumulated to a maximum of six (6) days.
  2. A personal leave/day shall not be granted for a day preceding or following holidays or vacations and the first and last student days of the school year. Both parties recognize that emergencies occur and/or obligations are scheduled on the day immediately prior to or following a holiday or vacation. The Superintendent may grant a personal leave/day to an employee who presents documentation indicating that the obligation must be attended to on that day and that the employee must attend. The decision of the Superintendent shall be final and not subject to the grievance procedure.
  3. To assist with the scheduling of substitutes, employees are asked to provide the Board with five (5) days notice, whenever possible, prior to using personal leave.
- E. Deduction for any absence beyond leave allowances shall be calculated by dividing the contracted salary by the contracted days.
- F. The Board may grant, at its discretion, with or without pay, a leave of absence not to exceed one school year to any employee. Any dispute involving this section of the Agreement shall not be subject to the grievance procedure.

### ARTICLE XVI EXTENDED LEAVES OF ABSENCE

#### A. MATERNITY LEAVE

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:
  - a. An employee shall notify the Superintendent of her pregnancy by the end of the first trimester.
  - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - c. Exact dates of the leave will be arranged to coincide with changes in semester. Where medically contradicted, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.
  - d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
2. The disability period as certified jointly by the employee and the Board's physician may be treated as compensable sick leave time at the option of the employee. In the event the employee's physician and the school physician of the Board of Education do not agree, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to perform work duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Monmouth County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
3. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy related disability. For the purpose of child care, an eligible employee may extend her unpaid leave through the Family Leave Act, N.J.S.A. 34:11B-1, et. seq. The employee will be expected to request extended leave a minimum of two months prior to the end of the current leave, except when medical considerations occurring during the last two necessitate extending the leave. In any event, the employee will be expected to return no later than one (1) year from the date of the delivery of the child, including the balance of the semester in which the child is born.

4. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
5. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the employee desires to return from said maternity leave, the employee shall indicate to the Board in writing that she intends to return to work the following September. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.
6. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
7. No employee shall be removed from her position during pregnancy except upon one of the following:
  - a. The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Her physical and/or emotional condition or capacity is such that her health would be impaired if she were to continue working, and which physical capacity shall be deemed to exist if:
    1. The pregnant employee fails to produce a certification when requested by the Administration from her physician that she is medically able to continue working, or
    2. The Board's physician and the employee's physician agree that she cannot continue working, or
    3. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by the impartial third physician under this paragraph shall be shared equally by the employee and the Board.

8. No sooner than five (5) calendar months from the date of birth of the child, teachers shall be required to attend one day of professional development for each semester on leave as directed by the Superintendent. The teacher shall be paid the .0005 training rate.
9. Teachers returning from Maternity Leave in September shall be required to attend one day of professional development (i.e. New Teacher Academy) for any required workshops they missed during their leaves. They shall be paid the .0005 training rate.

#### B. CHILD CARE/ADOPTION

1. The Board of Education will grant a leave of absence without pay for child care/adoption purposes to any employee who presents such a request for leave in writing to the Superintendent.
2. Child care/adoption shall commence upon the birth of an infant and the request will be filed thirty (30) days prior to the commencement date.
3. In the case of an adoption, the leave shall commence upon the employee acquiring custody of a child, or sooner if required by the adoption agency. The employee shall file the request as approval is obtained from the adoption agency.
4. An employee's return date to employment shall be extended for a reasonable period of time for reasons associated with the child care/adoption. In any event the employee will be expected to return no later than one (1) year from the date of birth or the acquisition of custody, including the balance of the semester in which the child is born.
5. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.
6. The time spent on child care/adoption shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
7. No sooner than five (5) calendar months from the date of adoption of the child, teachers shall be required to attend one day of professional development for each semester on leave as directed by the Superintendent. The teacher shall be paid the .0005 training rate.

8. Teachers returning from Maternity Leave in September shall be required to attend one day of professional development (i.e. New Teacher Academy) for any required workshops they missed during their leaves. They shall be paid the .0005 training rate.

#### C. THE FAMILY LEAVE ACT

1. Eligible employees may choose to apply for unpaid family leave as provided by the Family Leave Act, N.J.S.A.34:11B-1, et. seq.

#### D. SABBATICAL

1. The Board may grant a maximum of two sabbatical leaves per school year for the purpose of permitting members of the professional staff the opportunity to pursue graduate level work or certification. The Board will not pay for undergraduate courses.
2. To be eligible for a sabbatical leave, an employee shall have served the Freehold Township Schools for a minimum of seven (7) continuous years and each sabbatical leave shall be:
  - a. Established based on district-wide seniority.
  - b. Where the seniority of two or more professionals is equal, selections for sabbatical eligibility shall be determined by the drawing of lots.
3. No more than one (1) such leave will be granted to the same individual within a seven (7) year period.
4. The leave may be for a full year or for one-half of a year.
5. To be considered for a sabbatical leave, an individual must submit an application to the Superintendent no later than April 30 of the preceding school year. Applications will be approved on a first come, first served basis. Applications for any remaining sabbatical leave must be submitted by October 1 for the spring semester.
6. During the year or portion of the year that the individual is on leave, the Board will continue to pay the existing medical and dental premiums.



7. On completion of the leave and upon the professional's return to the system, credit will be given on the salary guide in effect at the time for the time of the sabbatical leave,
8. The professional will be eligible for course reimbursement at the rate established by the Board for that school year, Course reimbursement will be granted for the number of courses required to be a full-time student, working for certification or a graduate degree. Applications for course reimbursement shall follow the procedure established for this purpose.

#### ARTICLE XVII REDUCTION IN FORCE

- A. Board of Education and the Freehold Township Education Association agree to abide by all state laws concerning a reduction in force of all employees.
- B. The Board and the Association also agree to the items listed below:
  1. By February 1 of each school year the Board will publish a seniority list indicating the seniority status of all the employees represented by the Association. The list will be distributed to the Association President and the building representatives. The list will be reviewed annually.
  2. In the event of a proposed RIF, the Board will notify the Association as soon as practicable but no later than April 30.

#### ARTICLE XVIII HEALTH INSURANCE

The Board agrees to offer the Horizon Direct 15 health insurance plan as the base medical plan to all current teachers, secretaries, office assistants and COTAs. Teacher Assistants shall receive the EPO plan as their base medical plan. Teacher Assistants shall have the right to purchase higher levels of medical coverage at 100% of the cost difference between the selected plan and the EPO plan. Newly hired teachers, secretaries, office assistants, and COTAs shall receive the EPO plan as their base plan until they attain tenure or complete

four years of service. Upon attaining tenure or completing four years of service, the base medical plan offered shall be the Direct 15 plan. Plan selection may only be made at the September 1 open enrollment date. The employee's plan selection shall remain in effect for successive one year periods unless the employee timely provides the Board notice of intent to change plans. Any employee desiring to change plans shall inform the Board in writing not less than 30 days before the open enrollment date of their new plan selection.

The Board agrees to pay the full premium for each employee and the family plan, where appropriate, for health and dental insurance. All staff will contribute 19% of their total health care costs. Teacher Assistants will contribute 9% of their total health care costs. If teacher assistants purchase higher levels of medical coverage, they will contribute 9% of the cost of the EPO plan in addition to 100% of the cost difference between the selected plan and the EPO plan. Members electing to take a lower Benefit Plan shall receive a reduced contribution percentage using the following schedule:

- a. **Direct 15 to 20/40 18%**
- b. **Direct 15 to EPO 16%**
- c. **Direct 15 to Omnia 14%**
- d. **TA's EPO to Omnia 8%**

1. The Board reserves the right to change medical carriers. If the Board exercises this right, the coverage with the new carrier shall be equal to or better than the current coverage. If any such change is contemplated, the Association will be given notification ninety days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.
2. The Board reserves the right to change dental carriers. If the Board exercises this right, the coverage with the new carrier shall be equal to or better than the current coverage. If such change is contemplated, the Association will be given notification ninety days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.

3. The dental insurance cap will be \$2,500.00, and orthodontic coverage will be \$1,000.00.
4. Health copay shall be \$15.00 for the Horizon Direct 15 Plan. Emergency room copay shall be \$100 for the Horizon Direct 15 Plan. The out of network deductible is \$500 with an out of pocket maximum of \$3,000.00 for the Horizon Direct 15 Plan.
5. Prescription co-pay structure will be \$15 generic, \$50 preferred brand, \$75 non-preferred brand.
6. Employees may opt-out and be reimbursed 25% of the premium or \$5,000, whichever is less. Future employees (July 1, 2011) shall not be eligible for dual coverage nor will they be reimbursed as described above.

An employee retiring and who has served the district for a minimum of ten years, or an employee who must retire due to total disability, is entitled to continue receiving medical coverage under the Board's group medical insurance plans offered during the term of the agreement in effect. The Board of Education will bill the retired employee monthly. It shall be the retired employee's responsibility to remit payment to the COBRA provider. Failure to remit the full payment on time, shall cause the employee to be dropped from the group(s).

Those employees on approved Board leaves of absences who desire medical coverage under the Board's group medical insurance plans will be billed on a monthly payment plan. It shall be the responsibility of the employee on the leave of absence to remit the first month's payment to the Board of Education or COBRA provider by the first of each month. Failure to remit the full payment on time, shall cause the employee to be dropped from the group(s).

- C. Members of the Freehold Township Education Association may purchase the district Vista Vision II coverage at full cost to the member.

ARTICLE XIX  
DEDUCTIONS FROM SALARY

- A. Payroll deductions for Tax Sheltered Annuity Programs (403(b) and 457) shall be provided for those members expressing an interest in participating in such programs. No more than one (1) change may be made in this selection per school year. This deduction is in addition to the deduction permissible for participation in the Supplemental Annuity Plan of the T.P.A.F.
  
- B. The Board agrees to deduct from the salaries of its employees dues for the Freehold Township Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1957, N.J.S.A. (R.S.) 52-14-15.9c and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to N.J.E.A. by the 7th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be in writing in the form set forth below:

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AUTHORIZATION  
TO DEDUCT ASSOCIATION  
MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Office  
Freehold Township Board of Education

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organization, such amounts to be paid to such person as may from time to time be designated by the local Association. This authorization may be terminated only by prior written notice from

me effective January 1 or July 1 of any year. Upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefor. I designate the Freehold Township Education Association to receive dues and distribute according to the organization(s) indicated:

- Freehold Township Education Association .....
  - Monmouth County Education Association .....
  - New Jersey Educational Association .....
  - National Education Association .....
- 

- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deduction to make further individual deductions authorized by the members.
- D. The Association will provide the necessary "check-off authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent.
- E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board of Education or require the Board of Education to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Association shall indemnify, defend and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon fair share information and/or information regarding dues deduction furnished by the Association or its representatives. The Association agrees that it will establish a procedure by which a non-member employee(s) in the unit can challenge the assessment, as set out in N.J.S.A. 34:13A-5.6. In the event that the challenge is

filed, the deduction of fair share fees and/or regular membership dues shall be held in escrow by the Board of Education pending final resolution of the challenge.

## ARTICLE XX SALARY GUIDES

During the school years 2019-2022, the Board covenants and agrees to pay to the staff the salaries in accordance with the salary guides annexed hereto and made a part hereof as Schedules A-J.

### A. TEACHING SALARIES

- B.A. + 30 - This shall mean a Baccalaureate degree, plus thirty (30) graduate credits.
- M.A. + 30 - This shall mean an earned Master's degree, plus thirty (30) graduate credits.

### B. COURSE REIMBURSEMENT

1. Course reimbursement allocations for the following years will be:

2019-2022    \$80,000

2. Requests for course approvals must be submitted on the district course approval form with the bill attached by June 15 for the summer session, September 1 for the fall semester, and January 2 for the spring semester.
3. All courses and required paperwork must be successfully completed within the contractual year (July 1 - June 30) in which the course is taken to be eligible to apply for course reimbursement the following year. If an approved course is cancelled or dropped before completion, the Superintendent or his/her designee must be notified.
4. The formula for reimbursement will be as follows:
  - a. The total cost of all approved courses for the summer session and the following fall and spring semesters will be determined by adding the actual cost of credits for all courses at or below the maximum tuition rate for State

undergraduate and graduate courses. Courses costing more than the maximum State rate will be included at the State rate.

- b. If the total cost of all approved courses (as determined in #1 above) is greater than the allocated amount, then the allocated amount will be divided by the total cost to determine the percentage of reimbursement to be paid, up to the maximum State rate.

Reimbursement for courses taken during the summer, when requests are submitted as per paragraph 5 (below) prior to the December Board meeting, will be paid at the rate of 50% of the lessor of the actual cost of tuition or the maximum State tuition rate. Any additional compensation to which the employee may be entitled will be paid after the final rate is calculated in January.

5. Reimbursement shall be provided for:
  - a. Pre-matriculation courses required by the university, with a maximum of two (2) courses to be financed.
  - b. Courses required to matriculate for a graduate degree taken in the field of their professional assignment to a maximum of twelve (12) credits per fiscal year. Reimbursement will be paid as follows: none the first year of employment; a maximum of six (6) credits the second year; a maximum of nine (9) credits the third year; and twelve (12) credits per year thereafter.
  - c. Courses taken to improve a teacher's skill within the area of his/her assignment with prior approval granted by the Superintendent or his/her designee.
6. Application must be submitted on the appropriate form to the Superintendent or the Superintendent's designee within the school year (July 1 - June 30) in which the course was taken.
7. Upon the satisfactory completion of the course or courses, the teacher shall submit to the Superintendent or his/her designee an official copy of his/her academic record from an accredited college or university.
8. Payment will be authorized by the Board at the meeting following the submission of the academic record.

9. Requests for reimbursement will be honored only at the times noted.
10. Employees seeking tuition reimbursement shall be required to continue employment with the Freehold Township Board of Education for a minimum of one year following the date of reimbursement. Failure to abide by this provision will result in the professional reimbursing the Board of Education for the tuition payment.

#### C. BEDSIDE INSTRUCTION

Bedside instruction shall be \$50.00 per hour.

#### D. SUMMER SCHOOL/CURRICULUM RATE

The Summer School/Curriculum Rate will be the hourly rate paid on the first step of the teacher's guide. The rate will be established using the following formula: One-tenth of one percent (.001) of the first step of the BA salary guide. The Teacher Assistants summer school rate will be the hourly rate paid on the first step of the Teacher Assistants guide. The rate will be established using the following formula: One-tenth of one percent (.001) of the first step of the TA salary guide.

#### E. TRAINING/MEETING/MONITORING RATE

The training/meeting/monitoring rate shall be established using the following formula: Five-hundredths of one percent (.0005) of the first step of the BA salary guide. This rate shall be used for after school committee, monitoring, and meetings not otherwise mandated in this contract.

In an effort to support the professional development of the staff, the district shall offer paid summer professional development opportunities. The schedule of summer professional development will be posted by June 15th and will be for pay, for hours towards the early release day in May, or a combination of both pay and hours at the employees' discretion. After that posting, other opportunities for summer professional development may be posted and at the Administration's discretion will either be designated as a choice of pay, early release time, or a combination of both pay and early release time. Out of district professional development will not be compensated at an hourly rate of pay.

#### SUMMER SECRETARIAL and CLERICAL WORK



The employee will receive the same rate of pay he/she is currently earning.

#### G. TRAVEL ALLOWANCE

State established rate.

- H. Child Study Team members, Middle School Counselors, and Program Coordinators who work during the summer will be paid 14% above their ten month salary (shown as 11 months on the Professional Salary Guide). They will be required to work twenty-six (26) additional days. The schedule for these additional days will be established by the Administration.
- I. When BSI is scheduled before and/or after the contractual school day, the teacher will be compensated either on a time for time basis or will be paid at the hourly rate of pay based on the first step of the teacher's guide. See formula (ARTICLE XX, Section E). The means of compensation will be determined by the Superintendent. When scheduled before and/or after the contractual school day, BSI/Supplementary Instruction shall consist of a 15 minute preparation period and 45 minutes of instructional time. These assignments shall be voluntary. Monies paid under this provision shall be part of the employee's base salary and pensionable.

The Freehold Township Board of Education (the Board) and the Freehold Township Education Association (FTEA) agree that, although teachers will be provided additional compensation as part of their pensionable salary to appear before and/or after the contractual workday when BSI is scheduled, teachers' pay will be reduced proportionately in the event teachers do not appear for the additional BSI and Supplementary Instruction work. Therefore, the compensation provided to teachers, pursuant to ARTICLE XX, Section I. of the Collective Agreement shall be deducted from the teacher's base salary in the event of absences at these times. Teachers shall not be permitted to utilize contractual leave days or times to receive compensation for days missed for the BSI time. This agreement shall in no way affect the teacher's ability to utilize leave days, pursuant to the Collective Bargaining Agreement, during their contractual workday.

- J. Teachers asked to attend CST IEP meetings outside of regular school hours and during the summer shall be paid at the .0005 meeting rate per hour.
- K. Mentors for teachers in the mentoring categories defined and mandated by the State shall be compensated at the rate established by the State of New Jersey, and shall

be paid by the teachers being mentored unless the cost of mentoring is underwritten by the State.

- L. Elementary School Nurses shall work 40 hours each summer, Middle School Nurses shall work 60 hours each summer, and Media Specialists shall work 15 hours each summer in order to close down operations for the prior school year and to prepare for the opening of the new school year. In the case that the school nurse or media specialist operates more than one office or media center, he/she shall work the stated number of hours per location each summer. They shall be paid per hour one-tenth of one percent (.001) of the first step of the BA salary guide.
- M. The Board and the FTEA recognize that the assignments of certain teacher assistants requires specialized training and experience. Due to these requirements, teacher assistants placed in these assignments will receive a stipend of \$800 which will be paid in two (2) installments; 50% on February 15 and 50% on June 30. Stipends will be prorated if the duration of an assignment is reduced due to circumstances beyond the control of the teacher assistant. The parties agree the specialized assignments are:
  - 1. Students with issues that require the teacher assistant to be trained in health related procedures for medically involved or medically fragile student in need of intensified supervision, monitoring and care.
  - 2. Students with behavioral challenges, that require the teacher assistant to be trained in behaviorally related procedures to assist students with skill acquisition and behavior-reduction plans through Applied Behavioral Analysis best practices and placed with a behaviorally challenged student, in a behavioral or autism program, or in a physically challenging placement that requires the use of protective gear.

The Board will provide training in the specific areas required to perform the duties for the above stipends. Teacher assistants that are already trained in the area of their placement are not required to attend training in order to receive the stipend; however, this does not preclude them from attending additional training when required.

The earning of the stipend is contingent upon the placement of the teacher assistant to an assignment that requires specific training. This assignment must be for at least 51% or more of their workday. Acquiring the training in and of itself does not warrant a stipend. Assignments shall be made at the discretion of administration.

The FTEA has the right to grieve the denial of a stipend if there is a disagreement with the requirements of the placement.

3. Teacher assistants eligible for placement on the Teacher Assistant guide with Registered Behavior Technician (RBT) certification (a \$1000 horizontal increase on the salary guide) must possess an RBT certification. The district will reimburse the individual for the fees associated with the acquisition of the RBT. The individual will be responsible for the fees to maintain the certification. RBT's must maintain employment in the district for 2 years following full certification. If the Teacher Assistant voluntarily separates from the district prior to the two years, reimbursement for coursework and any application/certification fees paid by the District must be reimbursed to the District.
- N. The NJDOE certified Speech Language Specialist Staff, holding a current New Jersey State License for Speech Language Pathology and/or American Speech Language Hearing Association (ASHA) Certificate of Clinical Competence, shall be approved for a minimum of five (5) hours of ASHA approved continuing education units (CEU) per year upon administrative permission. Each request will be considered individually based upon cost, student population/needs, and work responsibilities before approval, Registration shall be paid for by the Freehold Township Board of Education, in consideration for the use of their licenses for SEMI reimbursement.
- O. Teachers piloting a new program shall be compensated with curriculum rate. Hours to be determined on a case by case basis.
- P. The final payroll in June for all staff shall be June 30th.

#### ARTICLE XXI MISCELLANEOUS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of each party shall clearly exemplify that there is no discrimination in the treatment of employees or pupils in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, or sex.
- B. Copies of this Agreement shall be reproduced and the expense shall be equally shared between the parties. The Agreement shall be reproduced no later than sixty

(60) days after it has been signed, and copies shall be made available to all individuals now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified or registered mail at the following address:

1. If by the Association to the Board:

Freehold Township Board of Education  
384 West Main Street  
Freehold, New Jersey 07728

2. If by the Board to the Association:

President  
Freehold Township Education Association  
(at the school to which he/she is assigned)

D. The Association shall notify the Board within ten (10) calendar days after any election or appointment of the names of all of its officers, executive committee and members of the negotiations committee.

## ARTICLE XXII SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXIII FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

FREEHOLD TOWNSHIP EDUCATION ASSOCIATION  
PROFESSIONAL SALARY GUIDES

<b>YEAR 1</b>							
<b>2019-20 Salary Guide</b>							
<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>BA 11M</b>	<b>MA 11 M</b>	<b>MA+30 11M</b>
1	53,717	55,217	56,717	58,217	61,232	64,652	66,362
2	54,217	55,717	57,217	58,717	61,802	65,222	66,932
3	55,217	56,717	58,217	59,717	62,942	66,362	68,071
4	56,717	58,217	59,717	61,217	64,652	68,071	69,781
5	58,717	60,217	61,717	63,217	66,932	70,351	72,061
6	60,717	62,217	63,717	65,217	69,211	72,631	74,341
7	62,717	64,217	65,717	67,217	71,491	74,911	76,621
8	64,917	66,417	67,917	69,417	73,999	77,419	79,128
9	67,317	68,817	70,317	71,817	76,735	80,154	81,864
10	69,717	71,217	72,717	74,217	79,470	82,890	84,600
11	72,157	73,657	75,157	76,657	82,252	85,671	87,381
12	74,607	76,107	77,607	79,107	85,045	88,464	90,174
13	77,057	78,557	80,057	81,557	87,837	91,257	92,967
14	79,557	81,057	82,557	84,057	90,687	94,107	95,817
15	82,357	83,857	85,357	86,857	93,879	97,298	99,008
16	85,447	86,947	88,447	89,947	97,401	100,821	102,531
17	89,847	91,347	92,847	94,347	102,417	105,836	107,546

<b>YEAR 2</b>							
<b>2020-21 Salary Guide</b>							
<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>BA 11M</b>	<b>MA 11 M</b>	<b>MA+30 11M</b>
1	54,297	55,797	57,297	58,797	61,893	65,313	67,023
2	54,797	56,297	57,797	59,297	62,463	65,883	67,593
3	55,297	56,797	58,297	59,797	63,033	66,453	68,163
4	56,797	58,297	59,797	61,297	64,743	68,163	69,872
5	58,797	60,297	61,797	63,297	67,023	70,442	72,152
6	60,797	62,297	63,797	65,297	69,303	72,722	74,432
7	62,797	64,297	65,797	67,297	71,582	75,002	76,712
8	64,997	66,497	67,997	69,497	74,090	77,510	79,220
9	67,397	68,897	70,397	71,897	76,826	80,246	81,955
10	69,797	71,297	72,797	74,297	79,562	82,981	84,691
11	72,237	73,737	75,237	76,737	82,343	85,763	87,473
12	74,687	76,187	77,687	79,187	85,136	88,555	90,265
13	77,137	78,637	80,137	81,637	87,928	91,348	93,058
14	79,637	81,137	82,637	84,137	90,778	94,198	95,908
15	82,437	83,937	85,437	86,937	93,970	97,390	99,099
16	86,347	87,847	89,347	90,847	98,427	101,847	103,556
17	91,347	92,847	94,347	95,847	104,126	107,546	109,256

<b>YEAR 3</b>							
<b>2021-22</b> <b>Freehold Township Teachers</b>							
<b>Salary Guide</b>							
<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>BA 11M</b>	<b>MA 11 M</b>	<b>MA+30 11M</b>
1	54,957	56,457	57,957	59,457	62,645	66,065	67,775
2	55,457	56,957	58,457	59,957	63,215	66,635	68,345
3	55,957	57,457	58,957	60,457	63,785	67,205	68,915
4	56,857	58,357	59,857	61,357	64,811	68,231	69,941
5	58,857	60,357	61,857	63,357	67,091	70,511	72,221
6	60,857	62,357	63,857	65,357	69,371	72,791	74,500
7	62,857	64,357	65,857	67,357	71,651	75,070	76,780
8	65,057	66,557	68,057	69,557	74,158	77,578	79,288
9	67,457	68,957	70,457	71,957	76,894	80,314	82,024
10	69,857	71,357	72,857	74,357	79,630	83,050	84,760
11	72,297	73,797	75,297	76,797	82,411	85,831	87,541
12	74,747	76,247	77,747	79,247	85,204	88,624	90,334
13	77,197	78,697	80,197	81,697	87,997	91,417	93,126
14	79,947	81,447	82,947	84,447	91,132	94,551	96,261
15	82,947	84,447	85,947	87,447	94,551	97,971	99,681
16	87,147	88,647	90,147	91,647	99,339	102,759	104,468
17	92,347	93,847	95,347	96,847	105,266	108,686	110,396



TEACHER ASSISTANT

<b>YEAR 1</b>	2019-2020	
<b>Step</b>	<b>Teacher Assistant</b>	<b>TA W/RBT</b>
<b>1</b>	28,272	29,272
<b>2</b>	29,072	30,072
<b>3</b>	29,872	30,872
<b>4</b>	30,672	31,672
<b>5</b>	31,472	32,472
<b>6</b>	32,272	33,272
<b>7</b>	33,072	34,072
<b>8</b>	33,872	34,872

<b>YEAR 2</b>	2020-2021	
<b>Step</b>	<b>Teacher Assistant</b>	<b>TA W/RBT</b>
<b>1</b>	29,052	30,052
<b>2</b>	29,852	30,852
<b>3</b>	30,652	31,652
<b>4</b>	31,452	32,452
<b>5</b>	32,252	33,252
<b>6</b>	33,052	34,052
<b>7</b>	33,852	34,852
<b>8</b>	34,652	35,652

<b>YEAR 3</b>	<b>2021-2022</b>	
<b>Step</b>	<b>Teacher Assistant</b>	<b>TA W/RBT</b>
<b>1</b>	29,877	30,877
<b>2</b>	30,677	31,677
<b>3</b>	31,477	32,477
<b>4</b>	32,277	33,277
<b>5</b>	33,077	34,077
<b>6</b>	33,877	34,877
<b>7</b>	34,677	35,677
<b>8</b>	35,477	36,477

SECRETARIES

<b>YEAR 1</b>	<b>2019-2020</b>
<b>Step</b>	<b>Secretaries</b>
1	47,497
2	48,997
3	50,792
4	52,587
5	54,382
6	56,177
7	57,972
8	59,767

<b>YEAR 2</b>	<b>2020-2021</b>
<b>Step</b>	<b>Secretaries</b>
1	48,877
2	50,377
3	51,877
4	53,672
5	55,467
6	57,262
7	59,057
8	60,852

<b>YEAR 3</b>	<b>2021-2022</b>
<b>Step</b>	<b>Secretaries</b>
1	50,307
2	51,807
3	53,307
4	54,807
5	56,602
6	58,397
7	60,192
8	61,987

OFFICE ASSISTANT  
10 MONTH

<b>YEAR 1</b>	<b>2019-2020</b>
<b>Step</b>	<b>Office Assistants</b>
1	28,507
2	29,407
3	30,407
4	31,407
5	32,407
6	33,407
7	34,407
8	35,407
9	36,407
10	37,412

<b>YEAR 2</b>	<b>2020-2021</b>
<b>Step</b>	<b>Office Assistants</b>
<b>1</b>	29,212
<b>2</b>	30,012
<b>3</b>	30,912
<b>4</b>	31,912
<b>5</b>	32,912
<b>6</b>	33,912
<b>7</b>	34,912
<b>8</b>	35,912
<b>9</b>	36,912
<b>10</b>	37,912

<b>YEAR 3</b>	<b>2021-2022</b>
<b>Step</b>	<b>Office Assistants</b>
<b>1</b>	30,192
<b>2</b>	30,992
<b>3</b>	31,792
<b>4</b>	32,592
<b>5</b>	33,592
<b>6</b>	34,592
<b>7</b>	35,592
<b>8</b>	36,592
<b>9</b>	37,592
<b>10</b>	38,592

Support staff employed in a 12-month position between July 1 and December 31 of any contract year shall be given full credit for the purposes of longevity in their 6th year, 10th year and 15th year, as of July 1 of the respective year. Anyone employed in a 12-month position between January 1 and June 30 shall receive full credit for longevity as of July 1 of the year following their 6th year, 10th year or 15th year respectively. Anyone employed in a 10-month position between September 1 and January 31 of any contract year shall be given full credit for the purposes of longevity in their 6th year, 10th year and 15th year, as of September 1 of the respective year. Anyone employed in a 10-month position between February 1 and June 30 shall receive full credit for longevity as of September 1 of the year following their 6th year, 10th year or 15th year respectively. Longevity for all support staff will end with newly hired employees as of July 1, 2019. The longevity rates are as follows:

6+ Years	\$550
10+ Years	\$650
15+ Years	\$1000

## HONORARIA SCHEDULE

HONORARIA SCHEDULE			
	19-20	20-21	21-22
Academic Team	\$3,093	\$3,189	\$3,288
Academic Support	\$2,062	\$2,126	\$2,192
Computer Club	\$2,062	\$2,126	\$2,192
Math Team	\$3,093	\$3,189	\$3,288
Student Council	\$4,124	\$4,252	\$4,384
Newspaper Club	\$3,093	\$3,189	\$3,288
Band	\$3,093	\$3,189	\$3,288
Drama	\$5,155	\$5,315	\$5,480
Assistant Drama	\$3,436	\$3,543	\$3,653
Yearbook	\$4,124	\$4,252	\$4,384
Field Hockey	\$3,093	\$3,189	\$3,288
Soccer Boys	\$3,093	\$3,189	\$3,288
Soccer Girls	\$3,093	\$3,189	\$3,288
Cross Country	\$3,093	\$3,189	\$3,288
Cross Country Asst	\$2,062	\$2,126	\$2,192
Basketball Boys	\$5,155	\$5,315	\$5,480
Basketball Girls	\$5,155	\$5,315	\$5,480
Wrestling	\$5,155	\$5,315	\$5,480
Wrestling Asst	\$3,436	\$3,543	\$3,653
Cheering	\$5,155	\$5,315	\$5,480
Baseball	\$4,124	\$4,252	\$4,384
Softball	\$4,124	\$4,252	\$4,384
Track Boys	\$4,124	\$4,252	\$4,384
Track Girls	\$4,124	\$4,252	\$4,384



Track Asst	\$2,750	\$2,835	\$2,923
Coordinator	\$10,681	\$11,012	\$11,354
Intramurals	\$1,000	\$1,000	\$1,000
E Safety Patrol	\$1,031	\$1,063	\$1,096
Gardening Club	\$2,062	\$2,126	\$2,192
Student Store	\$2,062	\$2,126	\$2,192
E Performing Arts	\$1,031	\$1,063	\$1,096
E Study Skills	\$1,031	\$1,063	\$1,096
Webmaster	\$1,074	\$1,108	\$1,142
E Computer Club	\$1,031	\$1,063	\$1,096
E Social Skills	\$1,031	\$1,063	\$1,096
Peer Mediation	\$2,062	\$2,126	\$2,192
Peer Leadership	\$2,062	\$2,126	\$2,192
Chorus	\$3,093	\$3,189	\$3,288
SAC	\$5,155	\$5,315	\$5,480
Middle School National Junior Honor Society	\$1,031	\$1,063	\$1,096
Elementary School Freehold Township Student Cares Club	\$1,031	\$1,063	\$1,096
New Honoraria	\$1,000	1000	1000

ARTICLE XXIV  
DURATION OF AGREEMENT

This agreement shall be in force and effect as of July 1, 2019, and shall remain in full force and effect through June 30, 2022.

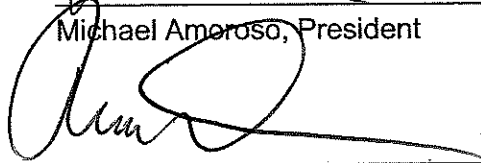
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective secretaries, and their respective corporate seals affixed hereto, at Freehold, New Jersey, this day of November 14, 2019.

FREEHOLD TOWNSHIP BOARD OF EDUCATION

By:



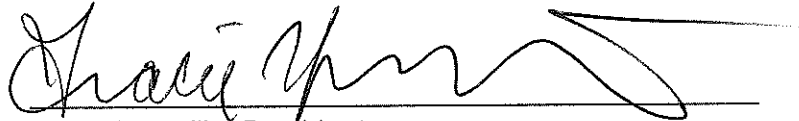
Michael Amoroso, President



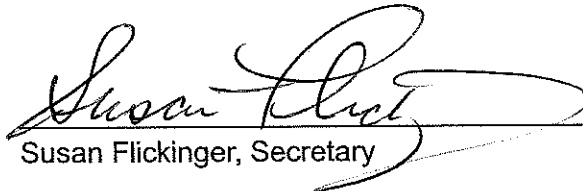
Robert De Vita, Secretary/Business Administrator

FREEHOLD TOWNSHIP EDUCATION ASSOCIATION

By:



Tracie Yostpille, President



Susan Flickinger, Secretary

Subscribed and sworn to be before

 11/14/19

Notary Public of New Jersey

ILENE TEPPER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/27/2020