

NEGOTIATED AGREEMENT
between

**TOWNSHIP OF FRANKLIN
BOARD OF EDUCATION**



**TOWNSHIP OF FRANKLIN
EDUCATION ASSOCIATION
(TFEA)**

in the county of
GLOUCESTER

JULY 1, 2018 – JUNE 30, 2022

TOWNSHIP OF FRANKLIN BOARD OF EDUCATION

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DAWN GELSI-COLLINS , VICE-PRESIDENT

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PREAMBLE

This Agreement entered into this day, July 1, 2018, by and between the Board of Education of the Township of Franklin, New Jersey, hereinafter called the "Board" and the Township of Franklin Education Association, hereinafter called the "Association."

ARTICLE 1 RECOGNITION

- A. The "Board" hereby recognizes the "Association" as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all full time certified professional personnel who qualify for the Teachers' Pension and Annuity Fund, whether under contract or an approved leave, but excluding all other staff and all other employees excluded by law. In addition, all certified positions which require any of the following certificates are excluded from "Association" representation:
- 1 School Administrator
 - 2 School Business Administrator
 - 3 Principal
 - 4 Supervisor
- B. All employees represented by the "Association" in accordance with Article 1. A. shall hereinafter be referred to as "teachers."

ARTICLE 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with (Chapter 123 Public Laws 1974) in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Negotiations shall not begin prior to January 1 of the calendar year in which this Agreement expires. The negotiating team of the Board and Association have authority to reach a tentative agreement subject to full ratification by each respective party. Any Agreement so ratified shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection specific records and data of the Township of Franklin School District as requested by the Association. As soon as compiled each year, the "Board" shall provide the "Association" with a complete tentative budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and counter proposals in the course of negotiations.

- D. 1. Representatives of the Board and the Association's negotiating committee may meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- E. During the term of Agreement neither party shall 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 executed this Agreement.
- F. 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 3 GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this negotiated agreement, board policies or administrative decisions affecting the terms and conditions of employment.

2. Aggrieved Person

Aggrieved person is defined as the teacher and/or Association making the claim.

3. Definition of Days

Days as referred in this agreement shall mean school attendance days, except as specifically referenced as calendar days.

4. Immediate Supervisor

The administrator who is assigned by the Superintendent as the person primarily responsible for the evaluation of the employee during the current school year.

B. Purpose

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

C. Procedure

1. a. Time Limits

Since it is important that a grievance 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. The time limits specified may, however, be extended by mutual agreement.

b. A grievance to be considered must be initiated by the aggrieved person within fifteen (15) days from the alleged grievance.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Supervisor

The aggrieved person shall submit claim in writing on the approved form to his/her principal or immediate supervisor. The date of grievance filing shall be the date received by the principal or immediate supervisor. Should the grievance seek such relief that the principal or immediate supervisor does not have the authority to grant, as determined at the discretion of the Superintendent, the grievance procedure shall begin at Level Two.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) days after the grievance was delivered to the superintendent, he may within five (5) days after a decision by the superintendent or ten (10) days after the grievance was delivered to the superintendent, whichever is sooner, present the grievance to the Board for a hearing.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-seven (37) calendar days after his grievance was delivered to the Board of Education, he may, within five (5) days after a decision by the Board of Education, or forty-two (42) calendar days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, only the Association may submit the grievance to arbitration within fifteen (15) days after receipt of a request of the aggrieved person. The only grievances which may be arbitrated are those alleging that there has been a violation of the express written terms of this agreement.
- b. Grievances over statutory and regulatory terms and conditions of employment may be appealed to the appropriate agency.
- c. Grievances alleging a violation of board policies or administrative decisions affecting terms and conditions of employment shall terminate upon the rendering of the Board decision at Level Three.
- d. Grievances alleging a violation of the express written terms of this negotiated agreement may be submitted to binding arbitration.
- e. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of board policies or administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.
- f. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- g. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- h. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

7. The term grievance shall not apply to the following:

- a. Any matter for which a review is prescribed by law.
- b. Any rule or regulation of the State Commissioner of Education.
- c. Any matter which according to law is beyond the scope of board authority.
- d. A complaint by any non-tenure teacher who is not being re-employed.
- e. A complaint by any certified personnel occasioned by appointment or lack of appointment to retention in office for which tenure is either not possible or not required.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing and a copy given to the aggrieved. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C. Paragraph (6) of this ARTICLE.

2. Forms

Forms of filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 4 TEACHERS' RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every member of the negotiation unit employed by the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, a collective negotiations with the Board, of his institution of and grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Nothing in this Article is intended to impair counseling that normally takes place between a teacher and his school principal or superintendent. However, whenever the principal or Superintendent requires a meeting with a teacher concerning that teacher's dismissal, salary, or transfer: (1) except in cases of immediate suspension or disciplinary termination, the teacher shall be given at least two days notice of the meeting and the reason for holding the meeting; and (2) The teacher shall be entitled to have a TFEA representative present at the meeting. Should the TFEA representative be present, the meeting shall take place during the teacher's duty free time period.

ARTICLE 5 TEACHER ASSIGNMENT

- A.
 - 1. All teachers shall be given written notice of their tentative class and/or subject assignments, and building assignments for the forthcoming year not later than May 15th of the current school year.
 - 2. In the event that changes in such schedules, class and/or subject assignments or building assignments are proposed after June 30, any teacher affected shall be notified by the Superintendent or designee in writing.

- B. Definitions shall be as follows:
 - 1. Assignment is defined as a grade level or specific subject area.
 - 2. Transfer is defined as a change from one building to another with a possible change in assignment.
 - 3. Vacancy is defined as an unoccupied present position which exists after present staff transfers and/or reassignments have been made.
 - 4. New position is defined as one which increases the current number of teaching positions in the district or which requires additional certification beyond a standard teacher's certificate.

- C. Teachers desiring a change of assignment for the following school year should submit a written request for consideration to the Superintendent prior to March 1. Such requests shall be considered prior to the transfer and/or reassignment of any staff member. A request for a change of assignment or transfer shall be considered only for the year immediately following the school year in which it is requested.

- D. In the event a present position becomes vacant or a new position is established, such vacancy or new position will be posted in each school building and copies of the same shall be delivered to the Association President.

- E. All transfers or reassignments shall be at the discretion of the Board based on the recommendation by the Superintendent. In the event that a teacher objects to a transfer or reassignment, he shall, upon written request, within fifteen (15) calendar days of notification, be afforded the opportunity to meet with the Personnel Committee of the Board. The teacher may have an Association representative present at such meeting.

- F. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with the law.

- G. Special Education teachers schedules should be set by September 1.

ARTICLE 6 TEACHER EVALUATION

- A.
 - 1. The Board and the Association agree inasmuch as supervision and evaluation of teachers is a process in which those concerned are equally involved, that the responsibility lies upon the evaluator to see that it is done fairly (as per Board Policy No. 3221 and 3222).
 - 2. The teacher shall have the right, upon request, to review the content of his/her personnel file. The personnel file must be reviewed with the building principal. If the principal is unavailable, the Superintendent may designate an alternate.
 - 3. Whenever a file is reviewed, all parties present must sign and date it. Such signatures indicate that the parties have examined the contents of the file.
 - 4. Within ten (10) working days of notification, a teacher shall have the right to submit a written response to any information placed in his/her personnel file. Such response shall be filed in the personnel file.
 - 5. All information in the file, reviews and reports to the superintendent, shall be kept in utmost confidence.
- B. Teachers shall be given a duplicate copy of an evaluation report. No such report shall be submitted to the central office or placed in a teacher's file without prior conference. (At such time, the teacher shall sign the evaluation and at his or her option, submit a written response.) Should a teacher fail to keep an evaluation conference appointment or refuse to sign such report, the report shall be filed.
- C. Any written complaint regarding a teacher made to the administration by a parent/guardian or student shall be handled pursuant to Board Regulation 9130, Complaint Grievance Procedure. The teacher will be present at each step of the Grievance Procedure and shall be entitled to have the TFEA building representative present, as an observer, at the meeting.

ARTICLE 7 ASSOCIATION RIGHTS

- A. Use of School Buildings

The Association shall have the right to use school buildings at all reasonable hours for meetings. Prior approval from the principal and/or board secretary shall be obtained. Application requests shall be made on an approved form.
- B. Bulletin Boards

The Association shall have, in each school building, use of a bulletin board in each faculty lounge.
- C. Mail Facilities

The Association shall have the right to use the inter-school mail facilities.

ARTICLE 8 BOARD'S RIGHTS

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, and Chapter 123, Public Laws of 1974:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district for just cause, and to suspend, demote, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district's operations entrusted to them;
- E. To determine the methods, means, and personnel by which such operations are to be conducted; and
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 9 TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. The specific hours of the teacher workday shall be determined by the Board. The workday shall be defined as a maximum of seven (7) hours, inclusive of lunch. Whenever a principal's staff meeting is necessary, the workday shall be extended beyond this time. The district has the right to require employees to attend one (1) faculty meeting per month before or after the regular employee work day up to one (1) hour per faculty meeting.
 - 2. The Board is granted the right to designate student instructional and non-instructional time at its sole discretion within the parameter of the defined workday for teachers. However, such designation of time shall not infringe upon the negotiated teacher preparation time or duty-free lunch time. The number of student instructional minutes shall not exceed 1450 minutes per teacher for each five (5) day instructional cycle.
- B.
 - 1. Teachers shall have a duty-free lunch period comparable to students' lunch period.
 - 2. Teachers may leave their building for legitimate reasons only during their duty free lunch period. Upon leaving they must sign out in the principal's office and sign in upon returning. Teachers shall return to the building prior to the end of their duty free lunch period.
 - 3. Each teacher who is assigned full time responsibilities shall receive 225 minutes of preparation time per five (5) day instructional cycle. Prep time used shall include but not be

limited to the following activities: (1) correcting papers, (2) preparing lesson plans, (3) preparing bulletin boards and other displays, (4) previewing audio visual aids, (5) professional reading, (6) preparation of report cards, (7) preparation of reports, (8) conference with parents, administrators, and other personnel, and (9) duplicating or securing materials for class use, (10) PLC meetings and (11) coach professional development. Preparation time for prescheduled single session days or delayed openings will be 30 minutes, and, will, therefore, reduce the maximum allotted preparation time for a five (5) day instructional cycle accordingly.

4. Preparation period is not guaranteed on days for staff members on the day the staff member participates in a field trip. A preparation period is also not guaranteed in the event there is an emergency school closing. Whenever a teacher does not receive a preparation period or their preparation period is shortened based on the foregoing, the maximum allotted preparation time for the corresponding five (5) day instructional cycle will be reduced accordingly.
- C. Effective September 1, 1989, the day immediately preceding Thanksgiving, Christmas Eve, and Good Friday will be one session days for teachers. Should Christmas Eve be on a Sunday or Monday, school will be in full session on the previous Friday. The last two (2) days of the school year will be one session days for students. Teachers, however, are required to be present during their regular school hours.
- D. The parties recognize that some of the duties of professional employees may extend beyond the defined school day, however, these duties shall not be subject to extra compensation. They may include attendance at the business portion of PTA meetings and service on curriculum and other district committees.
- E. Extra-curricular activities shall be compensated at the rates set forth in Schedule "B" of this agreement.

Notification of the availability of the Schedule "B" positions shall be posted in each school building.

Professional Development Preparation

Staff members shall be compensated for preparation time needed to develop in-district professional development workshops/trainings. All preparation time needed to develop in-district workshops/trainings shall be done outside of the normal work hours. The district will not provide preparation time for workshops/trainings during normal work hours.

When two or more teachers present a workshop/training together, the compensation shall be divided evenly. The preparation for a repeat of the same workshop/training shall be compensated at a flat rate of \$50.00.

*Instructional "Coaches" are not entitled to preparation compensation for workshops/trainings presented during the course of the school year.

Professional Development Presentations on in-service or regularly scheduled work days:

<i>Preparation Compensation</i>	<i>Minimum Presentation Length</i>
\$75	1 hour
\$100	2 hours
\$150	3+ hours

Professional Development Presentations that occur outside normal work hours or during the summer months when school is not in session:

Preparation Compensation	Minimum Presentation Length	Additional Presentation Time
\$75	1 hour	\$25 per hour after the first hour of presentation

Professional Development Attendees that participate in an in-district workshop or training that occurs outside normal work hours during the school year shall be paid \$14 per hour.

Professional Development Attendees that participate in a workshop or training that occurs during the summer months when school is not in session shall be paid \$18 per hour. Payment for summer professional development will be made no later than October 15th each year.

- F. Teachers who chaperone the annual sixth grade trip to Washington, D.C. (excluding those who chaperone as a parent) shall be granted one comp day. This is in consideration of a prescheduled trip format which creates an expanded day of at least twelve hours but typically not more than sixteen hours in duration. It is understood that the actual hours of the Washington, D.C. sixth grade trip may vary according to conditions on that given day, therefore, the hours may extend beyond sixteen, but the additional comp day is based on the anticipated schedule, not the actual time. Teachers must use this comp day no later than winter break of the following school year. The same limitations that apply to the use of personal leave under Article 11, A. 1. shall apply to the use of comp days under this section. The foregoing sentence does not apply to any teacher who has chaperoned the Washington, D.C. trip and who has filed the paperwork for a retirement date in the same year as the chaperoned trip.

ARTICLE 10 SICK LEAVE

Definition: Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or exclusion due to contagious disease or quarantine.

- A. **Accumulative**

Teachers shall be entitled to ten (10) sick leave days each school year as of the first day actually worked of said school year. Teachers that are hired for less than a full school year shall be entitled to sick days on a prorated basis. Unused sick days shall be accumulated year to year with no maximum limit.

- B. A deduction of 1/20th of the monthly salary shall be made for each day's absence after all sick leave days have been exhausted.
- C. No charge against the employee's accumulative leave shall be made for any absence where a deduction is made in his/her salary.
- D. Upon three (3) or more consecutive school days of absence due to personal illness, the employee shall submit a doctor's certificate regarding the absence which will be presented to the employee's immediate supervisor upon the day of returning to work.
- E. All absence due to sickness shall be reported according to District reporting procedures.
- F. The Superintendent or his/her designee may request verification of illness in accordance with the District's sick leave verification policy.

ARTICLE 11 TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each year.

- A. The Board of Education shall grant a temporary leave of absence to any full time employee as indicated below. Teachers that are hired for less than a full school year shall be granted days on a prorated basis as determined by the Superintendent. Personal leave days will accrue on the first day actually worked by the employee in a school year.
 - 1. **Personal Leave** -Three (3) days maximum for religious, legal, household, family illness, (mother, father, spouse, child) or family matters which cannot be conducted outside the normal work day. Application to the immediate supervisor shall be made at least three (3) school days before the commencement of the requested leave except for family illness or an emergency approved by the Superintendent. Personal days will not be granted on the first ten or last ten days of school, or on days immediately preceding or following a holiday or scheduled school recess except as approved by the Superintendent prior to the use of the personal day. A maximum of two (2) personal leave days may be taken on consecutive work days. Unused personal leave days shall be converted to sick days and be added to the employees accumulated sick leave total.
 - 2. **Bereavement** - Immediate Family – Five (5) days maximum per occurrence may be used for death of a member of the employee's immediate family to include mother, father, spouse, domestic partner, stepmother or stepfather, child, and step child. For each occurrence, these days shall be used within ten (10) calendar days following the first bereavement day unless approved by the Superintendent or designee due to extenuating circumstances. Unused bereavement days shall not accumulate.
 - 3. **Bereavement** - Family
 - Three (3) days maximum per occurrence may be used for death of a member of the employee's family including: mother in law, father in law, brother, sister, step-brother or step-sister, grandparent, grandchild, or any relative of the employee who has lived within the

same household as the employee during the last two years or more.

- One (1) day maximum per occurrence may be used for death of a member's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

For each occurrence, these days shall be used within ten (10) calendar days, following the first bereavement day. Unused bereavement days shall not accumulate.

- B. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend, unless such proceeding was initiated by or on behalf of the employee against the Board or an agent of the Board.
- C. Professional development days may be granted at the discretion of the Superintendent.
- D. The Board may, at times, request a teacher to visit and observe educational programs in other schools or institutions. In such a case, the Board would incur all expenses.
- E. Other leaves of absence with pay may be granted by the Board as provided by law.
- F. All absence due to temporary leaves of absence (this article) shall be reported according to district reporting procedures, unless otherwise stated in this article.

ARTICLE 12 EXTENDED LEAVES OF ABSENCE

All extended leaves of absence shall be without pay.

- A. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.
- B. Disability Leaves

The Board shall grant a disability leave without pay in accordance with the law and proper documentation to any teacher upon written request, subject to the following:

1. A teacher who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.
2. Maternity
 - a. In the case of pregnancy, the teacher shall submit a doctor's certificate indicating the anticipated delivery date to the Superintendent.

b. No later than ninety (90) days prior to the anticipated delivery date, the teacher may request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.

3. The Board shall continue the teacher's coverage in the district's group health plans during the unpaid leave at the written request and expense of the employee.

C. Child Care Leaves

Child care leave is available to eligible teachers either through applicable Family Leave Laws and/or through the provisions of this article subject to board approval.

1. Child care leave shall begin upon either: a) the termination of the employee's disability, or b) pursuant to a time mutually agreed upon by the Superintendent or his/her designee and the employee.
2. Child care leave shall not be permitted to be taken intermittently unless approved by the Board. Extensions to the duration of the permissible leave shall be at the full discretion of the Board of Education.

D. A teacher may request an unpaid leave of absence for a maximum length of one (1) school year. The reason for the requested leave shall be at the discretion of the teacher. Such request for an unpaid leave shall be submitted in writing to the Superintendent at least sixty (60) calendar days prior to the requested effective date of the leave, except in an emergency as approved by the Board. The request shall be approved at the sole discretion of the Board.

ARTICLE 13 MEDICAL BENEFITS AND INSURANCE PROTECTION

The Association agrees that employees will remain at the Tier 4 contributions rates for the 2018-2019 school year spelled in P.L. 2011 c. 78. Effective July 1, 2019, employees will pay at the Tier 3.5 chart rate attached to this Agreement as Schedule "C" for medical and prescription coverage.

The Board shall provide the employee and their eligible dependents with health benefits as follows:

A. Hospital and Medical Plan

All employees shall be enrolled in the "Base Plan" (as of November 1, 2019 the SHIF option AmeriHealth PPO \$25 or Aetna Choice POS II \$25 plan designs) or equivalent at Board expense. Should an employee wish to enroll in, continue with, or change to the "Buy-Up" (as of November 1, 2019 the SHIF option AmeriHealth PPO \$10 or Aetna Choice POS II \$10 plan), plan, they will be responsible for the difference in premium of the "Buy Up" plan and the base plan through payroll deduction each pay period. The Board shall select the carrier.

Effective November 1, 2019, emergency room copays shall increase from \$25.00 to \$100.00.

Effective November 1, 2019, primary care, urgent care, and specialist copays shall increase from \$20.00 to \$25.00.

B. Prescription Plan

The program shall provide for twenty (20) dollar co-pay for brand drugs and ten (10) dollar co-pay for generic drugs. The mail order co-pay shall also be twenty (20) dollars for brand drugs and ten (10) dollars for generic drugs. The Board shall select the carrier.

C. Dental Plan

The group premium shall not exceed fifty thousand dollars (\$50,000) each year of this agreement. The Board shall select the carrier. If the dental cap is exceeded, the employees participating in the plan shall share the excess cost amount on a percentage basis of the premium over the cap and reimburse the Board through payroll deductions.

D. The medical benefits and insurance protection afforded under this article are limited to one coverage per family. In instances where an employee and spouse are both employed by the Board only one person will be enrolled in each respective plan at Board expense.

E. For all new negotiation unit employees hired at Step 4 or below, the Board will pay its share of contributions for individual coverage as set forth in this Agreement for the Medical Benefits and Insurance set forth in Sections A of this Article. The employee will have the ability to select parent-child, spouse, or family coverage, but the additional premium cost will be at the sole expense of the employee. However, upon accruing tenure or being hired above Step 4, the employee will be eligible for the premium contribution rates rate set forth in this Agreement for the level of coverage offered up to family coverage as set forth in Sections A of this Article.

G. Hospital and Medical Benefit Buy Back

An employee may elect to waive the Hospital and Medical Plan benefit coverage and in return, shall receive extra compensation according to the following schedule:

<u>Coverage Status</u>	<u>Amount</u>
Single	\$ 750.00
Parent/Child(ren)	\$1,625.00
Husband/Wife	\$1,900.00
Family	\$2,100.00

1. This provision does not apply to dental and prescription insurance coverage.
2. The cash waiver payment is treated as taxable income. Payment for hospital and medical benefit buy back will be disbursed on June 30th.
3. The waiver of medical benefits must be for a year (July 1 through June 30) unless benefits available from other sources are discontinued for some reason (loss of job, loss of benefits, divorce, etc.). Employees who lose benefits would be reenrolled in the district's plan.

Enrollment can only become effective as of the first day of a month. It is the employee's responsibility to notify the School Business Administrator/Board Secretary, in writing, of any benefits discontinuation.

4. Employees choosing the waiver program must sign a release indicating that they and their dependents are covered under another health benefit program. If applicable, employees must provide proof of qualification status (i.e., proof of student status).
5. Employees who are not employed during the full year (July 1 – June 30) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after July 1 and any employment termination that is effective prior to June 30. Employees who chose the waiver and are on an unpaid leave of absence without medical benefits shall have their payments prorated as well.
6. If an employee's coverage status changes during the waiver period, it is the employee's responsibility to notify the School Business Administrator/Board Secretary in writing. Payments would be adjusted and/or prorated accordingly.

ARTICLE 14 SUBSTITUTES

A. **Prep Period Coverage Compensation**

On such occasions when a substitute is not available for each absent teacher, the respective classroom teacher shall provide substitute coverage during their respective preparation period. These teachers shall be paid for the loss of their preparation period at the rate of \$36.00 per hour.

ARTICLE 15 PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. The Board agrees to pay \$1,800 per year toward tuition for graduate or undergraduate course work taken at a accredited college or university with prior approval by the Superintendent. An approved course is a course in the teacher's field and can include courses in the teacher's specialty area such as educational methods and humanities.
- B. A teacher must obtain a grade of "B" or better in the course to receive reimbursement. Reimbursement will be paid after the next regular board meeting upon submission of grade and payment voucher.
- C. Any Association member who receives tuition reimbursement under this Article must remain employed with the District for a period of two (2) years after completion of the course work for which they received tuition reimbursement except in verifiable emergent circumstances. If an employee terminates their employment with the District prior to two (2) years from completion of the aforementioned course work, the employee will be responsible to fully indemnify the Board for the full amount paid by the Board for the course(s).

- D. Teaching staff may be eligible for tuition reimbursement after completing four (4) years of employment for the district. All employees hired before July 1, 2015 will remain eligible for tuition reimbursement.

 - E. Teaching staff must submit requests for approval of a course to the Superintendent of Schools. The deadline for submission of requests for course approval is as follows:
 - For fall courses – July 15
 - For spring courses – December 1
 - For summer courses – May 30

 - F. Teaching staff must submit requests to the Superintendent of Schools for tuition reimbursement for courses that have been completed. Requests for tuition reimbursement must be accompanied by proof of payment of tuition and fees and an official transcript showing satisfactory completion of the course requirements. No payment will be made if the employee fails to meet the reimbursement deadline. The deadline for submission of proof of completion is forty-five (45) days from the date of course completion or fifteen (15) days after receipt of the grades, whichever is later.

 - G. Approval of courses for tuition and fees reimbursement is subject to the sole approval of the Superintendent.

 - H. The Board of Education, upon the recommendation of the Superintendent, will grant release time to participate in such activities as:
 - Visitation to other schools
 - Conference and conventions
 - Training workshops
- Each request will be considered individually, including time involved and expenses requested. A maximum of \$300.00 per each request (including all costs) will be used; however, the Board may exceed this if attendance is deemed to be in the best interest of the district.
- I. Any teacher seeking reimbursement for a passing Praxis test score must receive prior written approval from the Superintendent or his/her designee that the district is seeking that the teacher be designated as “highly qualified.”

ARTICLE 16 SCHOOL CALENDAR - TEACHERS WORK YEAR

- A. The Superintendent will meet with the Township of Franklin Education Association in regard to the school calendar, but the school calendar shall remain the sole discretion of the district.

- B. The date for said meeting shall be scheduled by the Association President and Superintendent in writing.

- C. The teacher work year shall not exceed one hundred eighty-six (186) days. The additional day (from 185 to 186) is for in-service/professional development. The New Jersey Education Association Convention days shall not be considered work days.

ARTICLE 17 SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedules A, B, C which are attached hereto and made a part hereof.
- B. 1. All teachers will be paid according to Schedule A, Schedule B, or Schedule C, respectively.
2. Paydays will be on the 15th and 30th day of each month (September-June). If the payday falls on a Saturday, Sunday or during a school recess, checks will be distributed on the last working day prior to the 15th or 30th day of the month.
- C. The Board shall credit a full year teaching experience for salary guide purposes to teachers who work for ninety-three (93) or more school days of a school year. Unpaid leave of absence days and unexcused absence days shall not qualify as work days.
- D. Teacher participation in bedside instruction shall be compensated at the rate set forth in Schedule "B". Volunteers shall be solicited prior to making an assignment. Travel shall be reimbursed at the current OMB rate (per mile).
- E. Adjustment on the salary guide for obtaining advanced degree status (B.A.+30, M.A.+30, M.A. +60) shall be credited only for graduate credits earned after the respective B.A. or M.A. degree. However, undergraduate credits earned after the respective B.A. or M.A. degree but prior to September 1, 2003 will be credited for advance degree status. The salary guide adjustment will be effective the first February 1 or September 1 following the submission of a written request for salary guide adjustment and an official college transcript documenting the advanced degree status.

ARTICLE 18 SEPARATION FROM EMPLOYMENT

- A. All employees must provide a minimum of sixty (60) days' notice of resignation of their employment from the Township of Franklin School District in order to be considered to have resigned.
- B. Upon terminating employment from the Township of Franklin School District after twenty (20) years or more continuous service within the system, and having accrued at least one-hundred (100) accumulated sick leave days, the teacher shall be paid \$25.00 per diem, at the time of severance from the system for each accrued sick leave day up to a maximum of \$5,000.00.

The teacher, in order to be eligible for this benefit, must notify the Board and must submit a letter of resignation or make a retirement application with the State of New Jersey, Department of Treasury, Division of Pension and Benefits, Teachers Pension and Annuity Fund. An individual shall collect this benefit only once. Payment of the benefit will be made to eligible employees on July

15th if the employee makes an application for retirement or submits a letter of resignation six (6) months prior to January 1st or January 15th of the following school year if they make their retirement application or submit a letter of resignation after January 1st.

ARTICLE 19 REPRESENTATION FEE

If an employee does not become a member of the Association during any membership year commencing with the first day of September of any calendar year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative. Monies received from this fee can only be utilized to offset these services and not for any other purpose. The Association will notify the Board of Education, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers shall not exceed 85% of that amount. Upon receipt of the list of non-members from the Association, the Board will commence deductions from the salaries of such employees in accordance with the fee as noted above. The Board will deduct the representation fee in equal installments, as nearly as possible, as determined by the School Business Administrator/Board Secretary from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck received following a thirty (30) day calendar period after receipt of the list from the Association.

On the day an employee terminates his/her employment, the employee's responsibility to pay a representation fee/agency shop fee shall terminate. The Association agrees to indemnify, and save and hold harmless the Board of Education against any and all liabilities or actions which may arise by reason of any action taken by the Board in compliance with the provisions of this article or in reliance upon or interpretation of the provisions of this article by the Board of Education. The Board of Education agrees to give the Association notice in writing of any claim, demand, suit, or other form of action or liability that may arise and said notice shall be sent to the Association President by registered mail, return receipt requested. If the Association fails to hold the Board harmless, save the Board and indemnify the Board from any such actions, the Association shall automatically forfeit its agency shop dues deduction privilege.

ARTICLE 20 DURATION OF AGREEMENT

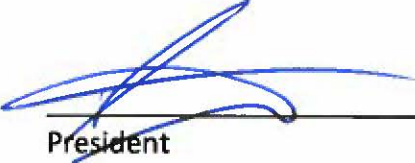
A. Duration of Period

This agreement shall be effective for the period July 1, 2018, through June 30, 2022. The Association's right to negotiate a successor agreement is recognized and negotiations shall commence on or after January 1, 2022, under procedures as defined in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date above stated.

In witness whereof the parties have caused this Agreement to be signed by their respective

Presidents, attested by their respective Secretaries and Negotiations Chairpersons, and to be in effect on the day and year in paragraph A. above.

Township of Franklin Board of Education:



President



Board Secretary

Date: 12.4.19, 2019

Township of Franklin Education Association:



President



Vice President

Date: Nov. 20, 2019

SCHEDULE "A" 2018-2019
SALARY GUIDE

STEP	BA	BA+30	MA	MA+30	MA+60
1	47,571	48,571	49,571	50,571	51,571
2	47,871	48,871	49,871	50,871	51,871
3	48,371	49,371	50,371	51,371	52,371
4	48,971	49,971	50,971	51,971	52,971
5	49,571	50,571	51,571	52,571	53,571
6	50,271	51,271	52,271	53,271	54,271
7	50,971	51,971	52,971	53,971	54,971
8	51,671	52,671	53,671	54,671	55,671
9	52,621	53,621	54,621	55,621	56,621
10	53,621	54,621	55,621	56,621	57,621
11	54,621	55,621	56,621	57,621	58,621
12	56,121	57,121	58,121	59,121	60,121
13	57,898	58,898	59,898	60,898	61,898
14	59,913	60,913	61,913	62,913	63,913
15	62,313	63,313	64,313	65,313	66,313
16	65,213	66,213	67,213	68,213	69,213
17	70,513	71,513	72,513	73,513	74,513
17A	75,863	76,863	77,863	78,863	79,863
18	80,503	81,503	82,503	83,503	84,503

SCHEDULE "A" 2019-2020
SALARY GUIDE

STEP	BA	BA+30	MA	MA+30	MA+60
1-2	49,158	50,158	51,158	52,158	53,158
3	49,458	50,458	51,458	52,458	53,458
4	49,758	50,758	51,758	52,758	53,758
5	50,258	51,258	52,258	53,258	54,258
6	50,758	51,758	52,758	53,758	54,758
7	51,358	52,358	53,358	54,358	55,358
8	51,958	52,958	53,958	54,958	55,958
9	52,858	53,858	54,858	55,858	56,858
10	53,858	54,858	55,858	56,858	57,858
11	54,858	55,858	56,858	57,858	58,858
12	56,258	57,258	58,258	59,258	60,258
13	58,038	59,038	60,038	61,038	62,038
14	60,053	61,053	62,053	63,053	64,053
15	62,453	63,453	64,453	65,453	66,453
16	65,353	66,353	67,353	68,353	69,353
17	70,653	71,653	72,653	73,653	74,653
17A	76,003	77,003	78,003	79,003	80,003
18	80,903	81,903	82,903	83,903	84,903

SCHEDULE "A" 2020-2021
SALARY GUIDE

STEP	BA	BA+30	MA	MA+30	MA+60
1	50,023	51,023	52,023	53,023	54,023
2-3	50,273	51,273	52,273	53,273	54,273
4	50,523	51,523	52,523	53,523	54,523
5	50,823	51,823	52,823	53,823	54,823
6	51,223	52,223	53,223	54,223	55,223
7	51,623	52,623	53,623	54,623	55,623
8	52,223	53,223	54,223	55,223	56,223
9	52,923	53,923	54,923	55,923	56,923
10	53,923	54,923	55,923	56,923	57,923
11	54,923	55,923	56,923	57,923	58,923
12	56,323	57,323	58,323	59,323	60,323
13	58,073	59,073	60,073	61,073	62,073
14	60,123	61,123	62,123	63,123	64,123
15	62,523	63,523	64,523	65,523	66,523
16	65,423	66,423	67,423	68,423	69,423
17	70,773	71,773	72,773	73,773	74,773
17A	76,178	77,178	78,178	79,178	80,178
18	81,603	82,603	83,603	84,603	85,603

SCHEDULE "A" 2021-2022**SALARY GUIDE**

STEP	BA	BA+30	MA	MA+30	MA+60
1	50,405	51,405	52,405	53,405	54,405
2	50,705	51,705	52,705	53,705	54,705
3-4	51,005	52,005	53,005	54,005	55,005
5	51,305	52,305	53,305	54,305	55,305
6	51,705	52,705	53,705	54,705	55,705
7	52,105	53,105	54,105	55,105	56,105
8	52,705	53,705	54,705	55,705	56,705
9	53,405	54,405	55,405	56,405	57,405
10	54,405	55,405	56,405	57,405	58,405
11	55,405	56,405	57,405	58,405	59,405
12	56,762	57,762	58,762	59,762	60,762
13	58,120	59,120	60,120	61,120	62,120
14	60,220	61,220	62,220	63,220	64,220
15	62,620	63,620	64,620	65,620	66,620
16	65,603	66,603	67,603	68,603	69,603
17	71,103	72,103	73,103	74,103	75,103
17A	76,603	77,603	78,603	79,603	80,603
18	82,103	83,103	84,103	85,103	86,103

STIPEND SCHEDULE "B"
EXTRA-CURRICULAR ACTIVITIES

<u>Class I-Student Centered Clubs</u>	
Criteria: Clubs meet after school for a minimum of (10) ten times annually. The number of clubs offered will be determined annually through the budget process.	2018-2020
Club Advisors (minimum of 10 meetings)	\$300
<u>Class II-Performing Arts</u>	
Criteria: Advisors for the performing arts groups. The groups meet after school for the minimum amount of times listed annually.	2018-2020
Main Road-Chorus Director (minimum 30 meetings annually; includes 2 evening performances)	\$1,300
C.L. Reutter-Band/Chorus Director (minimum 45 meetings annually; includes 2 evening performances)	\$1,750
<u>Class III-Student Service Organizations/Performances</u>	
Criteria: Organizations that require administrator approved staff coordination and planning of activities over the course of the school year and/or coordination of an evening student performance or event.	2018-2020
Safety Patrol Advisor	\$400
Student Council Advisor	\$400
Coordinator-Evening Events (maximum 2 per coordinator per school year)	\$200
<u>Class IV-Hourly Rates</u>	
Criteria: Various administrator approved positions paid at an hourly rate for service outside of the defined workday/work year as described in this agreement.	2018-2020
Summer School Teacher	\$34
Curriculum Writing	\$30
Kindergarten Testing	\$30
School Nurse (summer hours only)	\$30
School Nurse (extracurricular activity coverage)	\$36
Speech Services (summer hours only)	\$50
OT Services (summer hours only)	\$50
Media Center (summer hours only)	\$30
Home Instruction	\$36
After School Detention Monitor	\$26
Summer Kindergarten Orientation/Additional "Back to School Night"	\$28
Administrative required attendance at a(n) IEP, 504, discipline hearing, HIB, I&RS, or other student specific meeting/activity that occurs outside of defined workday/work year.	\$30

Class V-Administrative Activity	
Criteria: Administrator approved activities that have a functional or administrative purpose.	
Teacher-in-Charge	\$1,000
Team Leader	\$1,000
District Website Manager	\$1,200
Software Support Technician (formally computer technician; includes summer hours if needed)	\$1,500
Summer IEP Evaluations	\$250 per evaluation per team member

SCHEDULE "B" Payment

1. Payment will be made upon the successful completion of the activity and evaluation by the respective supervisor. Incomplete or partial completion of activity/responsibility will result in proration of stipend.
2. Extra pay for extra work set forth in Schedule "B" will not be included in the employee's contractual teaching salary and is not pensionable. The Board of Education reserves the right to fill or not fill the Schedule "B" positions.

SCHEDULE "C"
PREMIUM CONTRIBUTION CHART

Family Plan Coverage

Under	\$25,000	2.63%
\$25,000	\$29,999	3.50%
\$30,000	\$34,999	4.38%
\$35,000	\$39,999	5.25%
\$40,000	\$44,999	6.13%
\$45,000	\$49,999	7.88%
\$50,000	\$54,999	10.50%
\$55,000	\$59,999	12.25%
\$60,000	\$64,999	14.88%
\$65,000	\$69,999	16.63%
\$70,000	\$74,999	19.25%
\$75,000	\$79,999	20.13%
\$80,000	\$84,999	21.00%
\$85,000	\$89,999	22.75%
\$90,000	\$94,999	24.50%
\$95,000	\$99,999	25.38%
\$100,000	\$104,999	28.00%
\$105,000	\$109,999	28.00%
\$110,000	Over	30.63%

Member/Spouse OR Parent/Child

Under	\$25,000	3.07%
\$25,000	\$29,999	3.94%
\$30,000	\$34,999	5.25%
\$35,000	\$39,999	6.13%
\$40,000	\$44,999	7.00%
\$45,000	\$49,999	8.75%
\$50,000	\$54,999	13.13%
\$55,000	\$59,999	14.88%
\$60,000	\$64,999	18.38%
\$65,000	\$69,999	20.13%
\$70,000	\$74,999	22.75%
\$75,000	\$79,999	23.63%
\$80,000	\$84,999	24.50%
\$85,000	\$89,999	26.25%
\$90,000	\$94,999	26.25%
\$95,000	\$99,999	26.25%
\$100,000	Over	30.63%

Single Coverage

Under	\$20,000	3.94%
\$20,000	\$24,999	4.82%
\$25,000	\$29,999	6.57%
\$30,000	\$34,999	8.75%
\$35,000	\$39,999	9.63%
\$40,000	\$44,999	10.50%
\$45,000	\$49,999	12.25%
\$50,000	\$54,999	17.50%
\$55,000	\$59,999	20.13%
\$60,000	\$64,999	23.63%
\$65,000	\$69,999	25.38%
\$70,000	\$74,999	28.00%
\$75,000	\$79,999	28.88%
\$80,000	\$84,999	29.75%
\$85,000	\$89,999	29.75%
\$90,000	\$94,999	29.75%
\$95,000	Over	30.63%