

Collective Bargaining Agreement
For the 2020-2021 School Year
Between
The Franklin Township Board of Education
And
The Franklin Township Education Association

**Agreement between the Franklin Township Board of Education and the Franklin Township
Education Association for the Academic year 2020-2021.**

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ARTICLE I - RECOGNITION

A. UNIT

The Franklin Township Board of Education recognizes the Franklin Township Education Association of Warren County as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified teachers, school nurse, paraprofessionals, technology service technicians, childcare coordinators, and childcare assistants, whether under contract, on leave, employed or to be employed. All others are excluded.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term employee, when used in this agreement, shall refer to all employees represented by the association in the negotiating unit as defined.

C. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teacher" when used in this agreement, shall refer to all those employees who are required to hold appropriate certificates issued by the state board of examiners. Rights, privileges, benefits included in this agreement are structured for full-time teachers. Part-time teachers are to receive part-time benefits in proportion to their employment. For example a half-time teacher receives half-time benefits; this is exclusive of health coverage (see Article IV Employee Benefits).

D. DEFINITION OF PARAPROFESSIONAL

Unless otherwise indicated the term paraprofessional when used in this agreement, shall refer to all those employees who work under the direction of a certificated teacher or administrator. Rights, privileges, benefits included in this agreement are structured for full-time paraprofessionals. Part-time paraprofessionals are to receive part-time benefits in proportion to their employment. For example a half-time paraprofessional receives half-time benefits; this is exclusive of health coverage (see Article IV Employee Benefits).

E. DEFINITION OF CHILDCARE COORDINATOR

Unless otherwise indicated, the term childcare coordinator (CC), when used in this agreement, shall refer to all those employees whose primary function is to oversee and coordinate the operation of the district's childcare program. Rights, privileges, benefits included in this agreement are structured for full-time CCs. Part-time CCs are to receive part-time benefits in proportion to their employment. For example a half-time CC receives half-time benefits; this is exclusive of health coverage (see Article IV Employee Benefits). This position will not be responsible for childcare billing.

F. DEFINITION OF CHILDCARE ASSISTANT

Unless otherwise indicated, the term childcare assistant (CA), when used in this agreement, shall refer to all those employees whose primary function is to assist with the operation of the district's child care program. Rights, privileges, benefits included in this agreement are structured for full-time CAs. Part-time CAs are to receive part-time benefits in proportion to their employment. For example a half-time CA receives half-time benefits; this is exclusive of health coverage (see Article IV Employee Benefits).

G. DEFINITION OF FRANKLIN TOWNSHIP BOARD OF EDUCATION

Unless otherwise indicated, the term "board" when used hereinafter in this agreement, shall refer to the Franklin Township School Board of Education of the Franklin Township School District, Warren County.

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H. DEFINITION OF FRANKLIN TOWNSHIP EDUCATION ASSOCIATION

Unless otherwise indicated, the term "association" when used hereinafter in this agreement, shall refer to the Franklin Township Education Association, affiliated with the New Jersey Education Association.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than the mandate set forth by the Public Employee Relations Commission in the calendar year proceeding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, signed by the respective negotiating committees and be subject to ratification by the Board and Association members.

B. MODIFICATION

This agreement shall not be modified in whole or in part by the board or the association except by an instrument in writing duly executed by the board and the association.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievance - A "Grievance" is a claim by an employee or the association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

2. Aggrieved Person - An "aggrieved person" is the person or persons or the association making the claim.

3. Party In Interest - A "party in interest" is the person or persons making the claim and any person including the association or the board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to resolve differences at the lowest possible level, concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract. 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. Time Limits

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- a. To be timely and effective, the aggrieved employee must institute action under the provisions of this Grievance Procedure within fourteen (14) school days after the event giving rise to the grievance. If a grievance has not been initiated within the foregoing time limit, the grievance shall be deemed to have been waived and abandoned.
 - b. The number of days indicated at each level is 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.
2. **Grievances: Year-End**
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 a party in interest, 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**
Communication with Immediate Superior: An employee with a grievance shall first discuss it with his or her CSA/Principal or immediate superior, either directly or through the association's designated representative, with the objective of resolving the matter informally.
4. **Level Two**
If, as a result of such discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, he shall set forth his complaint in writing to the CSA/Principal. The CSA/Principal shall communicate his decision to the employee in writing within seven (7) calendar days of the receipt of the written complaint.
5. **Level Three**
The employee, no later than seven (7) calendar days after receipt of the CSA/Principal's decision, may appeal the CSA/Principal's decision to the board of education. The appeal to the board must be made in writing, reciting the matter submitted to the CSA/Principal as specified above and his dissatisfaction with decisions previously rendered. The board shall attempt to resolve the matter as quickly as possible but within a period not to exceed thirty (30) calendar days after receipt of written appeal. The board shall communicate its decision in writing with reasons to the employee and the CSA/Principal. No claim by an employee shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to:
- a. any matter for which a detailed method of review is prescribed by law;
 - b. any rules or regulations of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation;
 - c. any by-law of the board of education pertaining to its internal operation;
 - d. any matter which, according to law, is beyond the scope of the board's jurisdiction; and
 - e. disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this agreement either expressly or by operation of law, shall not be processed beyond Level Three of this grievance procedure.

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6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the board, he may, within seven (7) calendar days after a decision by the board or thirty-one (31) calendar days after the grievance was delivered to the board, whichever is sooner, request in writing that the association submit his grievance to arbitration. If the association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-one (21) days after receipt of a request by the aggrieved person.
- b. Within fourteen (14) calendar days after such written notice or submission to arbitration, the board and the association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a 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 Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with representatives of the board and the association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be submitted to the board and the association and shall be advisory and not binding on the parties.
- d. 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 the same.

ARTICLE IV: EMPLOYEE BENEFITS

Benefits included in Article IV are structured for full-time employees. An employee originally hired before July 1, 2011 is considered full-time if they are employed in excess of twenty-one (21) hours per week. An employee originally hired on or after July 1, 2011 is considered full-time if they are employed in excess of thirty (30) hours per week. No prorated health care benefits are extended to less than full-time employees, although other benefits, including sick time and personal days are awarded to part-time employees in proportion to their employment. The enrollment period for hospitalization and dental benefits will be during the first sixty (60) days of employment. An employee on a voluntary, unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The board shall, however, continue the employee's coverage in the district's group health plans for a period of eight (8) weeks, after which the employee may continue coverage at his own expense, in accordance with the rules of the insurance carrier.

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A. HEALTH PLANS

1. All employees will be eligible to enroll in one of three health plans offered by the Board. Participation in an alternative plan to the standard plan of the prior contract is at the discretion of the individual employee, but must be coordinated with the open enrollment provisions established by the insurance carrier.
2. Full-time employees shall receive single-only coverage or parent-child coverage for the first three years of employment. Those employees may purchase additional coverage (e.g., 2 adults or family coverage), at their own expense. Beginning in the fourth year of employment, full-time employees will receive up to family tier of health insurance coverage, commensurate with their family situation.
3. Employees hired on or before June 30, 2005 will have the option of waiving their right to elect health insurance coverage in return for a cash incentive equal to 50% of the premium that would otherwise be paid by the board of education, up to a maximum amount of \$6,000.

Employees hired on or after July 1, 2005 will receive a cash incentive as per the following schedule:

- a. reimbursed 50% of the Board's premium savings up to \$2,250 for single-only coverage;
- b. reimbursed 50% of the Board's premium savings up to \$3,250 for 2-adult coverage; and
- c. reimbursed 50% of the Board's premium savings up to \$4,500 for family coverage.

Payment of that incentive will be made at the close of the fiscal year in which coverage was waived. Employees who choose any health benefit will not be eligible for the cash incentive payment. Employees may re-enroll immediately, if they submit proof of a life-status change (e.g., unemployment, death, disability of a spouse; divorce or legal separation; activation to full-time military status, etc.) to the CSA/Principal. Proof of alternate coverage must be provided for the incentive to be paid.

4. Anyone hired on or after 7/1/17 will be enrolled in the EPO Plan. (Copy of EPO Plan is attached to this contract.) Any new members brought into the bargaining unit who are already enrolled in the EPO will remain in that plan. Members who are enrolled in the EPO plan may choose to "buy-up" to the more expensive plan by paying the difference in premium rates between the two plans (in addition to their Chapter 78 contributions).

Upon sunset of Chapter 78, employees shall continue to contribute toward health/dental insurance premiums at the rates set forth in Year Four of P.L. 2001 Chapter 78, included as Addendum A to this contract, or as required by law, whichever is greater. The contributions will continue until a different formula is negotiated between the parties.

B. SECTION 125

1. The board shall administer a Section 125 Plan which has been approved by the Internal Revenue Service as described in Section 125 of the Internal Revenue Code. The Section 125 Plan permits participating employees to select particular fringe benefits desired from a package of employer-provided benefits.
2. The administration costs of the Section 125 plan shall be borne by the board.

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C. DENTAL

The Board of Education will provide the appropriate employee-selected level of dental coverage, with benefits equal to or better than those provided under the current Horizon Blue Cross Blue Shield plan 98085-001, providing enough employees in the unit participate to warrant group enrollment. Eligibility will be determined in the same manner as those for the district's health insurance plans; individual employee contribution percentages to the premiums of this plan will be determined as per current State statute.

ARTICLE V - ABSENCES AND LEAVES

Benefits included in Article V (Absences and Leaves) are structured for full-time employees, as defined above in Article IV. These benefits are awarded to part-time employees in proportion to their employment. The board of education reserves the right to regulate the commencement and termination dates of extended leaves for teachers in order to preserve educational continuity. No request will be disapproved arbitrarily, discriminatorily, or capriciously. Teacher's return from a leave shall coincide with the beginning of a school year, or a time mutually agreed upon by the teacher and the board. Upon return from an extended leave, a teacher shall be assigned to a commensurate position as per certification.

A. PERSONAL ILLNESS

1. Ten (10) days per year shall be granted cumulatively for personal illness beginning on the first work day in each school year for ten-month employees. Twelve (12) days per year shall be granted cumulatively for personal illness beginning on the first work day in each school year for twelve-month employees.
2. The CSA/Principal or the board of education may require a doctor's certificate at any time.
3. Absence due to illness in excess of the ten (10) day annual allowance, plus any accumulated sick days, shall be subject to a salary deduction equal to 1/200 of the annual salary for each day of such absence for ten-month employees. Absence due to illness in excess of the twelve (12) day annual allowance, plus any accumulated sick days, shall be subject to a salary deduction equal to 1/260 of the annual salary for each day of such absence for twelve-month employees. At the discretion of the board, such deductions may be waived.
4. Upon retirement, pay for accumulated sick days is to be \$60.00 per day, up to 150 days for the duration of this contract. In addition, the Board of Education will add a \$1000.00 supplement to this total payout amount. This supplement will be reduced by \$100 for each sick day taken by the employee, during the last 12 months of employment, up to a maximum of ten days. All references to the supplement are pro-rated for part-time employees.

An employee must have ten (10) years of service to the Franklin Township BOE and retire under the provisions of the Pension and Annuity Fund to receive this benefit. The employee shall notify the board of his/her intention to retire by January 1st to be eligible for the benefit to be paid by July 15th of the same year. If the employee notifies the board after January 1st, it will result in payment of the benefit in the following year on July 15th.

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B. PERSONAL LEAVE

This shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. Provisions for leave at full pay stated below shall be for one school year, and, unless otherwise indicated, no unused days shall be accumulative for use in another year:

1. Bereavement

- a. Death in the Immediate Family - An allowance of up to five- (5) day's leave shall be granted per occurrence. Immediate family shall be considered to be: spouse, domestic partner, children, mother, father, brother, sister, or step parent.
- b. Death in the Family - An allowance of up to three (3) days leave shall be granted per occurrence. Family shall be considered to be: grandparents, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, or any other member of the immediate household.
- c. Death of Other Relative or Close Friend - An allowance of one (1) day leave shall be granted on first occurrence. Subsequent requests will be at the discretion of the CSA/Principal.
- d. When a student, staff member or an integral member of the school community passes away, wide attendance of school personnel at the memorial services may be sufficient to impact our ability to fulfill our educational programs. In that event, the administration reserves the right to either select a delegation to represent the school or, with agreement from the Board President, may close the school, so that all who wish to attend may do so.

- 2. Family Illness - Three (3) days leave per year may be granted. Immediate family shall be considered to be: spouse, domestic partner, child, parent, brother, sister or any other member of the immediate family household. Proof of family illness may be required.**

3. Personal Days:

- a. Employees are provided allowance of up to three (3) days leave per year without stating the reason. Personal days are not to be taken without prior approval of the CSA/Principal. Personal days are for personal business only where the absence during school hours cannot be avoided without substantial hardship; and
- b. Application for personal business leave must be submitted in writing to the CSA/Principal at least seven (7) calendar days in advance. In cases of emergency, the CSA/Principal may waive above restrictions. Any unused personal days are automatically converted to sick days at the end of each school year.

- 4. Absence in excess of approved Personal Leaves shall be subjected to a salary deduction equal to 1/200 of the regular annual salary for each day in excess for ten-month employees. Absence in excess of approved Personal Leaves shall be subjected to a salary deduction equal to 1/260 of the regular annual salary for each day in excess for twelve-month employees. Exceptions may be made at the discretion of the CSA/Principal or the board of education.**

C. DISABILITY LEAVES

- 1. An employee who anticipates disability leave shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee becomes aware of the necessity for said leave.**

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- a. In the case of a pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
 - b. No later than ninety (90) days prior to the anticipated delivery date, the employee shall request a leave of absence to the period of the disability. During the period of pregnancy disability, accumulated sick leave may be utilized.
2. The board of education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity.
- a. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier.
 - b. Time spent on an unpaid leave shall not be counted for accrual of any benefits.

D. CHILD-CARE LEAVES

1. All childcare leaves will be handled as per State and Federal statutes.
2. An employee desiring an unpaid leave shall apply no less than ninety (90) calendar days before the anticipated delivery date. In the case of an adoption, notice shall be given to the employee's supervisor when application for adoption is made. Further, in the case of an adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date. In either case, the employee may choose to request:
 - a. A disability leave which, unless otherwise approved, shall entitle the employee to utilize accumulated sick leave for the four weeks prior to and the four weeks following the actual delivery; and/or
 - b. Employees are entitled to an unpaid child care leave for a period not in excess of one (1) year.
3. Employees' child-care leave shall commence upon the expiration of the disability period.
4. If the pregnancy is terminated before full term and birth of the child:
 - a. The employee may apply for termination of the leave. The request must be accompanied by a certificate of physical fitness from the employee's personal physician.
 - b. The employee may remain on sick leave beyond the period granted in paragraph 2 above, and is eligible to receive the sick leave pay to which she is entitled or, if she has exhausted her entitlement, that which the board in its discretion may grant her in accordance with statute, so long as she continues to present medical certification of her disability.
5. To be eligible for a new child care leave, an employee must have been actively employed in the district for the full academic year prior to the requested leave.
6. Teacher's return from a child-care leave shall coincide with the beginning of a school year, or a time mutually agreed upon by the teacher and the board.

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E. STUDY LEAVE

A leave may be granted to a teacher by the board for study in the field of education or study in a field related to the subject being taught or for reasons approved by the board of education.

1. Study leaves may be granted subject to the following conditions:
 - a. Maximum of one (1) full-time teacher at any one time. If more than one (1) full-time teacher applies for a study leave in any one year, requests will be honored on the basis of seniority.
 - b. No more than one (1) full-year's study leave shall be granted during any given budget year.
 - c. Requests for study leave must be received by the CSA/Principal in writing, no later than November 1st, and action will be taken not later than February 1st, of the school year preceding the school year for which the Study Leave is requested.
 - d. The teacher requesting the study leave must have completed at least seven (7) full years of full-time service in the Franklin Township School District.
 - e. The teacher may continue group medical coverage at the teacher's expense.
2. Upon return from a study leave, a teacher shall be assigned to a commensurate position as per certification. The teacher shall return to the district for a time equal to the length of the Study Leave.

ARTICLE VI - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. College/University tuition reimbursement will be granted to teachers and paraprofessionals, under the guidelines detailed in Article VI of this contract.
- B. Graduate credits must be related to the employee's current or future job responsibilities in the District. The CSA/Principal shall determine and approve if the graduate credits are related to the employee's current or future job responsibilities. Paraprofessionals may take undergraduate credits related to their current or future job responsibilities. This may be subject to grievance procedures if a dispute arises.
- C. No courses will be accepted which are taken to satisfy deficiency lists for Teacher certification.
- D. The board shall pay the tuition rate based on the actual per credit rate up to the graduate and undergraduate per credit rate as established by Rutgers University with a maximum of 12 (twelve) credits per year for full-time teachers and full-time paraprofessionals. The number of allowable credits for part-time employees will be in direct proportion to their employment. (Example: Half-time employees would receive reimbursement for up to 6 credits).
- E. The total amount distributed to teachers and paraprofessionals shall not exceed:
 1. A total of \$20,000 for teachers; 1/5 of which may be for paraprofessionals, for each year in this contract.
 2. Any portion not used in any given year by the paraprofessionals will be available for use by the teachers during that year.
- F. To receive tuition reimbursement for acquiring additional academic credits or additional academic degrees, the following conditions must be met:

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1. The institution at which the employee takes the coursework must be a "duly authorized institution of higher education" as defined by N.J.S.A. 18A:3-15.3;
 2. Proper application forms shall be submitted and filed in the CSA/Principal's office as an initial step three (3) weeks prior to the beginning of the semester. Exceptions may be made at the discretion of the CSA/Principal or the board of education. In the event that the CSA/Principal denies the approval, the employee may appeal the denial to the Board of Education; and
 3. The tuition reimbursement shall be provided only for a course or degree related to the employee's current or future job responsibilities in the District.
- G. Before reimbursement is considered, the employee shall submit a copy of a transcript of the course indicating the attainment of a sufficient grade for course credit and evidence of payment from the college or university.
- H. 100% tuition reimbursement will be provided for grades of "B" or better and/or "Pass," subject to the provisions of Paragraph H.
- I. In the event that the aggregate of claims for tuition reimbursement exceeds the annual contract limit, individual reimbursements will be reduced on a proportionate basis. Under these circumstances, individual payments will be calculated by dividing the individual request by the aggregate of all claims and then multiplying the annual contract limit by that factor. Equitable distribution of funds will be achieved by releasing properly documented reimbursement requests for the summer and fall sessions in January and by requiring advance notice of all anticipated spring session reimbursements by the preceding December 15th of that school year.
- J. Employees leaving the District voluntarily shall be required to reimburse the Board for any tuition reimbursement received during the two (2) years prior to departure. [This does not pertain to Reduction in Force or non-renewal.]

ARTICLE VII - SALARIES

A. SALARY

The applicable Association Salary Guide covered by this Agreement is attached hereto and made a part hereof.

B. PAYMENT SCHEDULE

1. Ten-month employees shall be paid in twenty (20) semi-monthly installments, on the fifteenth and final day of each month. Ten-month employees who desire the set-aside of income for summer needs will self-administer this savings through payroll deductions directed to be deposited into the employee's account in the district credit union or via direct deposit into an employee-established bank account. The district will no longer oversee a 24 pay program. Twelve-month employees shall be paid in twenty-four (24) semi-monthly installments, on the fifteenth and final day of each month.
2. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last working day preceding such regularly scheduled pay day.

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3. Ten-month employees who chose the 20 installments shall receive their final checks on the Tuesday after the second Monday in June, or the last day of school, whichever is later, provided they have fulfilled all professional responsibilities, on or prior to such date.
4. Payroll direct deposit is available to all employees. Guidelines and parameters are at the discretion of the Business Administrator.

C. AUTHORIZED SALARY DEDUCTIONS

All employees covered by this agreement may, by signed authorization, individually elect to have not more than the authorized amount of their gross salary deducted from their pay and deposited with the designated credit union, the designated carrier (TSA) and/or NJEA membership dues. The individual employee may change the amount deducted for Credit Union and/or TSA deposits by so notifying the Business Administrator in writing. There shall be only one (1) designated credit union, and up to five (5) Tax Sheltered Annuity carriers. Carriers will be identified on a first come, first serve, basis on the written notification to the Business Administrator. Deposits made to the credit union will be made by the Business Administrator on each pay day.

- D. To be eligible for a salary increment or annual contracted percentage salary increase, ~~an~~ a ten month employee must work at least ninety (90) days in the school year that the leave commences or terminates. Upon completion of the 90 days, the teacher will be compensated retroactively with their salary increment. Twelve-month employees must work one hundred thirty (130) days to receive said treatment.
- E. An employee on a voluntary, unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The board shall, however, continue the employee's coverage in the district's group health plans for a period of eight (8) weeks, after which the employee may continue coverage at his own expense, in accordance with the rules of the insurance carrier.
- F. To be eligible for a new child care leave, an employee must have been actively employed in the district for the full academic year prior to the requested leave.

ARTICLE VIII: EMPLOYEE WORK DAY/YEAR

A. WORK YEAR/DAY

1. The in-school work year for full-time teachers employed on a ten- (10) month basis shall not exceed one hundred eighty-five (185) days. The work year for paraprofessionals, CCs, and CAs is one hundred eighty-four (184) days.
2. Early dismissal for teachers, paraprofessionals, CCs, and CAs will take place on the school day prior to the Thanksgiving, winter and spring holiday breaks.
3. Participation by teachers in after-hours school related activities as defined and agreed to by the CSA/Principal and the FTEA President, and as itemized in the staff handbook, may be substituted for one of the current five (5) in-service days.

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4. The teachers' school day is seven (7) hours and twenty (20) minutes long, and includes thirty (30) minutes of continuous preparation time and a duty-free lunch of the same duration as that given to the students.
5. The full-time paraprofessionals' school day is seven (7) hours and twenty (20) minutes long, and includes two fifteen (15) minute breaks and a duty-free lunch of the same duration as that given to students. Paraprofessionals are dismissed at the end of the student day as compensation for their attendance at staff meetings that are 50 minutes in length.
6. The full-time CCs' day is eight (8) hours long, and includes a thirty (30) minute lunch break and two fifteen (15) minute breaks.
7. The full-time CAs' day is eight (8) hours long, and includes a thirty (30) minute lunch break and two fifteen (15) minute breaks.
8. The district will provide two early dismissal days per school year for teachers and paraprofessionals for in house collaboration and articulation. The first will be scheduled during the first marking period and the second will be scheduled during the fourth marking period.
9. Paraprofessionals shall be given at least two weeks' notice of any schedule changes (start and stop times), with the exception of emergency closings and delayed openings.

B. DOUBLE/LATE BUS COVERAGE

When required for double or late-bus coverage, the CSA/Principal can adjust the work hours of the required number of employees to support coverage.

ARTICLE IX - MISCELLANEOUS

A. MILEAGE REIMBURSEMENT

Employees engaged in school-related activities which involve the use of the employee's car shall be reimbursed at the state rate, per accountability regulations, providing the activities have had the prior approval by the administration and/or the board of education and are a part of board policies. Mileage reimbursement will be based on the amount of mileage over the normal mileage to and from work.

B. HOMEBOUND INSTRUCTION

1. Teachers will be selected to participate in homebound instruction based on the following criteria:
 - a. All teachers will be notified whenever homebound instruction of a district student becomes necessary.
 - b. Selection of the teacher will be made by the CSA/Principal.
 - i. The student's teacher will be given the first opportunity to provide homebound instruction. A teacher of the same grade level will have the second opportunity.
 - ii. If the student's teacher and same grade-level teacher are not interested and/or available, other interested teachers will be offered the opportunity.

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- b. Selection of the teacher will be made by the CSA/Principal.
 - i. The student's teacher will be given the first opportunity to provide homebound instruction. A teacher of the same grade level will have the second opportunity.
 - ii. If the student's teacher and same grade-level teacher are not interested and/or available, other interested teachers will be offered the opportunity.
 - c. If homebound instruction is required during the school day, per doctor or child study team request, then a part-time or substitute teacher will be used.
2. Homebound instruction will be reimbursed at the rate of \$50.00 per hour for instruction time. One hour of preparation time will be paid at a rate of \$50.00 per hour for each five hours of homebound instruction if the teacher is providing the instruction to a student who is outside either the teacher's currently assigned grade level or area of concentration. Mileage reimbursement will be at the rate previously discussed under Mileage Reimbursement.

C. PAY FOR CURRICULUM DEVELOPMENT WORK

Teachers participating in curriculum work beyond the normal workday or work year shall receive a stipend of \$50.00 per hour. The CSA/Principal will determine in advance the maximum number of hours that will be paid for completion of the work. Curriculum development work is done on a voluntary basis.

D. PAY FOR OVERNIGHT CHAPERONES

Employees who are participating in board of education-approved overnight activities will be paid a stipend of \$100.00 per night. The CSA/Principal will determine the number of employees required for the overnight assignment.

E. MENTORING

1. Mentoring teachers' schedules may be adjusted by the CSA/Principal to provide sufficient time for mentors to meet their responsibilities of visiting novice teachers' classrooms.
2. Mentor and novice teachers' meetings that do not require the presence of students shall be scheduled to take place once a week in the morning for thirty (30) minutes before students arrive, a period designated as teacher-mentor meeting period.
3. Mentors' stipend for State-required and State-funded program shall be 90% of the State's per teacher funding of the mentoring program. In the absence of State funding, payment to the mentor will be conducted according to past practices.
4. Mentor vacancies must be posted as soon as possible and must include qualifications for the positions. The qualifications are developed by the CSA/Principal.

ARTICLE X: EMPLOYEE RIGHTS

- A. Disciplinary matters shall be dealt with on a case by case basis.
- B. In the event disciplinary action is contemplated, written notice will be given to the employee in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a date when the employee may be heard, and the administrator who will hear the matter.

**Agreement between the Franklin Township Board of Education and the Franklin Township
Education Association for the Academic year 2020-2021.**

- C. Teachers shall be evaluated consistent with applicable state statute and regulation.

ARTICLE XI - REDUCTION IN FORCE: PARAPROFESSIONALS, CCs, and CAs

- A. Should it become necessary to reduce the number of employees in the district, the laws or regulations of the state shall be the controlling guides. If in the case of such reduction, candidates for termination are paraprofessionals, CCs, and/or CAs only, the primary basis for selection for termination or reduction shall be the needs of the districts educational program and the individual's contribution towards the achievement of that program.
- B. The Board agrees that no paraprofessional, CCs, and/or CAs will be laid off as Reduction in Force on less than 60 days notice, or pay in lieu thereof.

ARTICLE XII – REPRESENTATION FEE

Purpose of fee- If an employee does not become a member of the Association during any membership year (i.e., September 1-August 31st) which is covered in whole or in part by this agreement.

- A. 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 majority representative.
- B. Amount of Fee/Notification- At the onset of each membership year, the Association will notify the board in writing of the amount of 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 the nonmembers/fee payers will be determined by an impartial arbitrator in accordance with the law.
- C. Deduction and Transmission of Fee
1. Notification- On or about September 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with names of those employees who are required to pay the representation fee.
 2. Payroll Deduction Schedule- The Board will deduct from the salaries of the employees referred to in section I the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 3. Mechanics- Except as otherwise provided in this article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
 4. Changes- The Association will notify the Board in writing of any changes in the list provided for the above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 15 days after Board received said notice.
 5. New Employee- On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names Social Security numbers, job titles, dates of employment,

Agreement between the Franklin Township Board of Education and the Franklin Township Education Association for the Academic year 2020-2021.

and places of assignment for all such employees. The Board will also notify the Association of any change in status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

6. The Association will indemnify and hold the employer harmless against claims that may arise out of, or by reason of any action taken by the Board in conformance with this provision; provided that all requirements of the law and this agreement have been met.

ARTICLE XIII - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2021. The parties recognize that no increments will be made unless and until a successor agreement is negotiated and signed.

In witness whereof, the Franklin Township Education Association has caused this agreement to be signed by its President and Secretary and the Franklin Township School Board of Education has caused this agreement to be signed by its President, attested by its Secretary and its seal to be placed thereon.

THE BOARD OF EDUCATION OF THE FRANKLIN TOWNSHIP SCHOOL DISTRICT, WARREN COUNTY

BY Jean Hansen, PRESIDENT

BY [Signature], SECRETARY

DATE 9/11/20

THE FRANKLIN TOWNSHIP EDUCATION ASSOCIATION

BY Julie J. Shalloway, PRESIDENT

BY Julia Cassano, SECRETARY

DATE 9-10-2020

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YEAR 1-Teachers Salary Guide

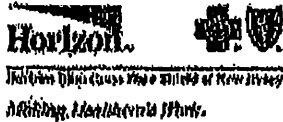
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	50845	52595	54345	56095	57845	59595
2	51945	53695	55445	57195	58945	60695
3	53045	54795	56545	58295	60045	61795
4	54145	55895	57645	59395	61145	62895
5	55245	56995	58745	60495	62245	63995
6	56345	58095	59845	61595	63345	65095
7	57445	59195	60945	62695	64445	66195
8	58545	60295	62045	63795	65545	67295
9	59645	61395	63145	64895	66645	68395
10'14	60745	62495	64245	65995	67745	69495
15-16	61845	63595	65345	67095	68845	70595
17	62945	64695	66445	68195	69945	71695
18	64045	65795	67545	69295	71045	72795
OG15	65045	66595	68345	70095	71845	73595
OG14			69405	71155		
OG13	66650			71900		
OG12	67770			73020		
OG11		70715		74215	75965	77715
OG8	76750					
OG7	79190					

Year 1 - Childcare Coordinator Salary Guide

Step	Salary
1	25746
2	26259
3	26784
4	27318
5	27864
6	28421
7	28999
8	29569
9	30161

YEAR 1-Paraprofessionals Salary Guide (hourly rate)

Step	NonCert	HQ+30	SubCert	TchrCert
1	14.87	15.20	15.37	15.53
2	15.14	15.47	15.64	15.80
3	15.42	15.75	15.92	16.08
4	15.70	16.03	16.20	16.36
5	15.99	16.32	16.49	16.65
6	16.29	16.62	16.79	16.95
7	16.59	16.92	17.09	17.25
8	16.90	17.23	17.40	17.56
OG5	17.20	17.53	17.70	17.86
OG4	17.59	17.92	18.09	18.25
OG3	18.03	18.36	18.53	18.69
OG2	18.97	19.30	19.47	19.63
OG1	19.43	19.76	19.93	20.09



Advantage EPO DESIGN 1 Franklin BOE

AP

Benefit	In-Network Benefits Only (Includes Bluecard network)
Benefit Period	Calendar year
Deductible	
Individual	None
Family	None
Coinurance	100%
Maximum Out of Pocket	
Individual	\$2,500
Family	\$5,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited
Lifetime Maximum	Unlimited
Primary Care Physician Selection	Not Required
Doctor's Office Visits	
Primary Care Office Visit	100% after \$20 copay <i>A primary care physician is a general or family practitioner, internist or pediatrician</i>
Specialist Office Visit	100% after \$40 copay <i>A referral is not required to visit a specialist.</i>
Maternity Visits	100% after \$40 copay <i>Copay applies to 1st visit only Dependent children are ineligible for Maternity/Obstetrical Benefits.</i>
Allergy Testing and Treatment	100% <i>Note: A copay will only apply when an office visit is billed.</i>
Preventive Care	
Routine Adult Physicals; GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
Diagnostic Procedures	
Laboratory	100% in office setting or Labcorp 100% in outpatient facility
Outpatient X-ray/Radiology Services	100% in office setting 100% in outpatient facility
<p><i>CT/CTA Scans, PET Scans, MRIs/MRA's, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.</i></p> <p><i>Note: Advantage Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i></p>	
Hospital Care	
Inpatient Admission (including out-of-state)	100% after \$250 copay per day (up to 3 days)
Room and Board	100%
Pre-admission Testing	100%
Surgery in Hospital	100%
Inpatient Physician Services	100%
Outpatient Dept. Services	100%
Emergency Care	
Emergency Room	100% after \$100 facility copay
Ambulance	100%



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

Advantage EPO DESIGN 1 Franklin BOE

KA

Outpatient Surgery	
Hospital Outpatient Surgery	100% after \$200 copay
Surgery in an Ambulatory SurgiCenter	100% after \$100 copay
Mental Health Services	
Inpatient	100% after \$250 copay per day (up to 5 days)
Outpatient department	100%
Office setting	100% after \$40 copay
Substance Abuse Services	
Inpatient	100% after \$250 copay per day (up to 5 days)
Outpatient department	100%
Office setting	100% after \$40 copay
Alcohol Abuse Services	
Inpatient	100% after \$250 copay per day (up to 5 days)
Outpatient department	100%
Office setting	100% after \$40 copay
	Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.
Other Services	
Acupuncture	Not covered
Bariatric Surgery	100%
Diabetic Education	100% after office copayment
Diabetic Supplies	100%
Durable Medical Equipment	100%
Orthotics and Prosthetics (Per NJ mandate)	100% after \$20 copay
Home Health Care	100%
Hospice Care	100%
	100% after copayment in office setting 100% in outpatient facility Limited to 4 egg retrievals per lifetime
Infertility (including in-vitro fertilization)	
Physical Rehabilitation Facility Inpatient Services	100% Limited to 60 days per benefit period
	100%
Private Duty Nursing	Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after \$20 copay 30 visit maximum per therapy, per benefit period
Skilled Nursing Facility/Extended Care Center	100% Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after \$20 copay 25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after \$40 copay
Vision Hardware	\$50 every two years
Prescription Drugs	Covered under this Medical Plan 80% Retail and Mail Order MMRx
Eligibility	Dependent children, including full-time students, are covered until the end of the month in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	Not applicable

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Advantage EPO DESIGN 1 Franklin BOE

Not for Blue Cross Blue Shield of New Jersey

Adding HealthPlan BOE

The Advantage EPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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Three Penn Plaza East, Newark, New Jersey 07105

Addendum A:

**Health/Dental Benefits Contribution
Year 4 Chapter 78 Contribution Rates
(Percentage of Premium)**

For Single Coverage

Salary Range	Year 4
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

For Family Coverage

Salary Range	Year 4
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

For Two-Adult or Parent Child Coverage

Salary Range	Year 4
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%

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