

# **NEGOTIATED DOCUMENT**

**TOWNSHIP OF FRANKLIN  
BOARD OF EDUCATION**

**TOWNSHIP OF FRANKLIN  
EDUCATION ASSOCIATION**

**September 1, 2009- August 31, 2012**

# **AGREEMENT**

BETWEEN THE

**TOWNSHIP OF FRANKLIN  
BOARD OF EDUCATION**

AND THE

**TOWNSHIP OF FRANKLIN  
EDUCATION ASSOCIATION**

IN THE

**THE COUNTY OF GLOUCESTER  
NEW JERSEY**

FOR

**September 1, 2009- August 31, 2012**

## **TOWNSHIP OF FRANKLIN BOARD OF EDUCATION**

NICHOLAS CHRISTIAN, JR., PRESIDENT  
KIMBERLY KELLY, VICE-PRESIDENT  
DR. MICHAEL G. KOZAK, SUPERINTENDENT  
ELIZABETH DIPIETRO, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

### **NEGOTIATING TEAM**

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## **TOWNSHIP OF FRANKLIN EDUCATION ASSOCIATION**

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IRENE KLEPAC, VICE-PRESIDENT  
DONNA HARRISON, SECRETARY  
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### **NEGOTIATING TEAM**

IRENE KLEPAC, CHAIRPERSON  
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CAROL LYON  
FRAN NICHOLSON  
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## **PREAMBLE**

This Agreement entered into this day, September 1, 2009, 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."

## **WITNESSETH**

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve education standards, and

WHEREAS, the "Board" has an obligation pursuant to Chapter 123, Public Laws 1974, to negotiate with the "Association" as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I 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. However, 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 II 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. Such negotiations shall begin not later than December 1 of the calendar year preceding 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 III 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, it 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 IV  
TEACHERS RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of 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) 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 V  
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 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 mailed to the Association President.
- E. All transfers or reassignments shall be at the discretion of the Board. 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 at the rate (per mile) established and used by the Federal Government for business mileage deduction at the time travel occurs (IRS rate) or any rate mandated by the State of New Jersey.
- G. Special teachers schedules should be set by September 1.

**ARTICLE VI  
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.
6. Any written reprimand in a teacher's personnel file, upon written request by the teacher to the Superintendent, shall be removed from the file after five (5) years from the date of reprimand only if there has been no recurrence of this type of conduct or any additional reprimand.
- 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 VII  
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 VIII  
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 IX  
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.
  - 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 instructional responsibilities shall receive 180 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.
- 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 as identified below shall be compensated at the respective rate of pay:

Safety Patrol Advisor .....	\$375/year
Summer School Teacher .....	\$28/hr
Curriculum Writing .....	\$24/hr
Kindergarten Testing .....	\$24/hr
Project Think (Summer) .....	\$24/hr
School Nurse (Summer).....	\$24/hr
Media Center (Summer).....	\$24/hr
*Pupil Assist. Team Member .....	\$24/hr
**Computer Technician .....	\$24/hr
**ADA/504 Compliance Plan Meeting .....	\$24/hr
Coordinator-Evening Musicals .....	\$175 (\$350)
After School Enrichment Program	
Advisor (Voluntary).....	\$24/hr (\$432)

\* Designated core group member - only for hours required outside the regular workday or during contractually specified duty free time.

\*\* Only for hours required outside of the regular workday or during contractually specified duty free time.

( ) Not to exceed annually per position; September 1 - August 31

Notification of the availability of the above positions shall be posted in each school building.

Teachers who present turn-key professional development workshops shall be compensated at the rate of \$75 for the first hour of the actual presentation which includes all preparation time. Each additional hour of presentation or the repeat of the same presentation shall be compensated at the rate of \$25/hr. When two or more teachers make a combined presentation, the compensation shall be divided respectively.

Participants in turn-key presentations conducted outside the workday shall be compensated at the rate of \$14.00 per hour.

- 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 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 and the additional comp day is based on the schedule, not the actual time. Teachers must use this comp day no later than winter break of the following school year.
- G. All teachers shall participate in 450 minutes of professional development activities per school year in addition to the professional development activities that existed as of August 31, 2006. No more than ninety (90) minutes of professional development activities shall occur in any given month as part of this total. These professional development activities shall be determined by the administration and occur outside the normal working hours and inservice days. The requirement for teachers to participate in 450 minutes of professional development activities per school year shall be deleted from this agreement as of August 31, 2011.

## **ARTICLE X 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 official day 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 to the superintendent's office at least one hour prior to the opening of school.
- F. A written notice of every sick leave absence must be sent to the main office upon the day of returning to work so proper records of absence may be maintained.

**ARTICLE XI  
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.
  - 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. Requests for leave shall include the reason for such request - religious, legal, household, family illness, or family matter. Requests for family illness will identify the name and relationship of the family member on whose behalf the request is made. 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 - 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, 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. For each occurrence, these days shall be used within ten (10) calendar days following the first bereavement day. Unused bereavement days shall not accumulate.
  - 3. 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, child. 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 to the superintendent's office at least one (1) hour prior to the opening of school, unless otherwise stated in this article.
- G. A written notice of every absence under temporary leave must be sent to the main office upon the day of returning to work so proper records of absence may be maintained.

## **ARTICLE XII 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 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

1. Child care leave is available to eligible teachers either through the Family Leave Act and/or through the provisions of this article.

2. At the discretion of the teacher, child care leave shall begin immediately upon either:  
a) the termination of the disability leave defined above, or b) on the first day of any respective marking period.
  3. Child care leave shall terminate at the end of any marking period during the school year in which it was initiated. Extensions to the duration of the 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 XIII MEDICAL BENEFITS AND INSURANCE PROTECTION**

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

A. Hospital and Medical Plan

The Board will pay one hundred percent (100%) of the premium as follows:

1. All employees shall be enrolled in the Ameri-Health PC-20 plan or equivalent at Board expense. Should an employee wish to enroll in, continue with, or change to the CMM plan, they will be responsible for the difference in premium of the CMM plan and the Ameri-Health PC-20 plan or equivalent through payroll deduction each pay period. The Board shall select the carrier.

B. Prescription Plan

The Board will pay one hundred percent (100%) of the premium as follows:

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 Board will pay one hundred percent (100%) of the premium as follows:

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. New employees hired for the 1996-1997 school year and thereafter shall receive the Medical Benefits and Insurance Protection as provided above in Article XIII-A, B, C, D at Board expense for the employee only until such time as they accrue tenure in their position. An employee may enroll their eligible dependents in any of the plans at their own expense provided that the Board is reimbursed through payroll deduction. Upon accruing tenure the employee and their eligible dependents will be provided with the Medical Benefits and Insurance Protection at Board expense.
- F. 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 payment is treated as taxable income. Payments will be distributed in equal semi-monthly installments in the employee's paycheck.
3. The waiver of medical benefits must be for a year (September 1 through August 31) 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 planning to retire during or at the end of a year and receive their lifetime benefits through pension should not enroll in the buy back. One of the stipulations of the retirement health coverage is that the employee be actively enrolled in the district's plan at the time of retirement.
6. Employees who are not employed during the full year (September 1 - August 31) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after September 1 and any employment termination that is effective prior to August 31. Employees who chose the waiver and are on an unpaid leave of absence without medical benefits shall have their payments prorated as well.

7. If an employees' 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 XIV 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 XV 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 recognized 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.

#### **ARTICLE XVI SCHOOL CALENDAR - TEACHERS WORK YEAR**

- A. The Superintendent will meet with the Township of Franklin Education Association in regard to the school calendar.
- 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 inservice/professional development. The New Jersey Education Association Convention days shall not be considered work days.

#### **ARTICLE XVII SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, B, C which are attached hereto and made a part hereof.

- B. 1. Teachers may individually elect to have ten (10) percent of their monthly salary

deducted from their pay. These funds shall be paid to the teacher on July 15 and August 15.

2. All teachers will be paid according to Schedule "A", Schedule "B", or Schedule "C" respectively.
  3. 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. In June' the final payday(s) shall be the last working day for teachers. Checks shall be distributed and payable on that date.
- C. Due to the differences in teaching techniques, there are certain materials a teacher may need to develop lessons to their fullest. Teachers desiring such materials should submit their requests in duplicate to the Superintendent through their immediate supervisor.
- D. 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.
- E. Teacher participation in bedside instruction shall be compensated at the rate of \$36.00 per instructional hour. Volunteers shall be solicited prior to making an assignment.
- Travel shall be reimbursed at the rate (per mile) established and used by the Federal Government for business mileage deduction at the time travel occurs (IRS rate) or any rate mandated by the State of New Jersey.
- F. Effective September 1, 2003, 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 XVIII SICK LEAVE SEVERANCE PLAN**

Upon terminating employment from the Township of Franklin School District after twenty (20) years or more continuous service within the system, and 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.

The teacher, in order to be eligible for this benefit, must notify the Board prior to October 1 of the preceding school year of when he/she plans to terminate employment. An individual shall collect this benefit only once.

The maximum amount of payment by the Board to a terminated employee shall be \$5,000.00.

## **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 XX DURATION OF AGREEMENT**

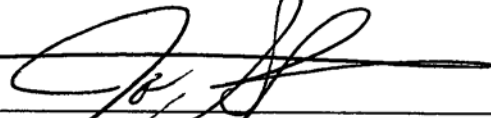
### **A. Duration of Period**

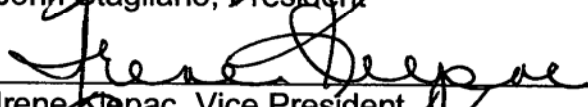
This agreement shall be effective for the period September 1, 2009 through August 31, 2012. The Association's right to negotiate a successor agreement is recognized and negotiations shall commence no later than December 1, 2011 under procedures as defined in Article II. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date above stated.

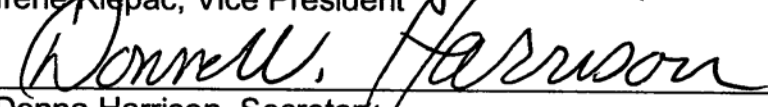
### **B. Status of Incorporation**

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 their corporate seals to be placed hereon, and to be in effect on the day and year in paragraph A above.


**TOWNSHIP OF FRANKLIN EDUCATION ASSOCIATION**


  
\_\_\_\_\_  
John Stagliano, President

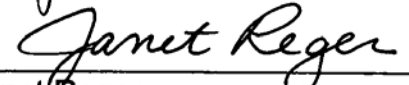
  
\_\_\_\_\_  
Irene Krapac, Vice President


  
\_\_\_\_\_  
Donna Harrison, Secretary


**TOWNSHIP OF FRANKLIN BOARD OF EDUCATION**

  
\_\_\_\_\_  
Nicholas Christian, President

  
\_\_\_\_\_  
Elizabeth A. DiPietro, School Business Administrator/Board Secretary

  
\_\_\_\_\_  
Janet Reger

  
\_\_\_\_\_  
Stephen Ranson

  
\_\_\_\_\_  
John Winner

## 2009-2010 SALARY GUIDE

### SCHEDULE A

<b>Step</b>	<b>B.A.</b>	<b>B.A.+ 30</b>	<b>M.A.</b>	<b>M.A.+ 30</b>	<b>M.A.+ 60</b>
1	44,005	45,005	46,005	47,005	48,005
2	44,505	45,505	46,505	47,505	48,505
3	45,005	46,005	47,005	48,005	49,005
4	45,605	46,605	47,605	48,605	49,605
5	46,205	47,205	48,205	49,205	50,205
6	46,905	47,905	48,905	49,905	50,905
7	47,905	48,905	49,905	50,905	51,905
8	48,605	49,605	50,605	51,605	52,605
9	49,305	50,305	51,305	52,305	53,305
10	50,105	51,105	52,105	53,105	54,105
11	50,905	51,905	52,905	53,905	54,905
12	52,405	53,405	54,405	55,405	56,405
13	54,205	55,205	56,205	57,205	58,205
14	56,205	57,205	58,205	59,205	60,205
15	58,605	59,605	60,605	61,605	62,605
16	61,505	62,505	63,505	64,505	65,505
17	68,005	69,005	70,005	71,005	72,005
18	74,505	75,505	76,505	77,505	78,505



## 2010-2011 SALARY GUIDE

### SCHEDULE B

<b>Step</b>	<b>B.A.</b>	<b>B.A.+ 30</b>	<b>M.A.</b>	<b>M.A.+ 30</b>	<b>M.A.+ 60</b>
1	44,950	45,950	46,950	47,950	48,950
2	45,450	46,450	47,450	48,450	49,450
3	45,950	46,950	47,950	48,950	49,950
4	46,550	47,550	48,550	49,550	50,550
5	47,150	48,150	49,150	50,150	51,150
6	47,850	48,850	49,850	50,850	51,850
7	48,850	49,850	50,850	51,850	52,850
8	49,550	50,550	51,550	52,550	53,550
9	50,250	51,250	52,250	53,250	54,250
10	51,050	52,050	53,050	54,050	55,050
11	51,850	52,850	53,850	54,850	55,850
12	53,350	54,350	55,350	56,350	57,350
13	55,150	56,150	57,150	58,150	59,150
14	57,150	58,150	59,150	60,150	61,150
15	59,550	60,550	61,550	62,550	63,550
16	62,450	63,450	64,450	65,450	66,450
17	68,950	69,950	70,950	71,950	72,950
18	75,450	76,450	77,450	78,450	79,450

Note: No one shall advance a step on the guide for year two (2010-2011)

## 2011-2012 SALARY GUIDE

### SCHEDULE C

<b>Step</b>	<b>B.A.</b>	<b>B.A.+ 30</b>	<b>M.A.</b>	<b>M.A.+ 30</b>	<b>M.A.+ 60</b>
1	45,215	46,215	47,215	48,215	49,215
2	45,715	46,715	47,715	48,715	49,715
3	46,215	47,215	48,215	49,215	50,215
4	46,815	47,815	48,815	49,815	50,815
5	47,415	48,415	49,415	50,415	51,415
6	48,115	49,115	50,115	51,115	52,115
7	49,115	50,115	51,115	52,115	53,115
8	49,815	50,815	51,815	52,815	53,815
9	50,515	51,515	52,515	53,515	54,515
10	51,315	52,315	53,315	54,315	55,315
11	52,115	53,115	54,115	55,115	56,115
12	53,615	54,615	55,615	56,615	57,615
13	55,415	56,415	57,415	58,415	59,415
14	57,415	58,415	59,415	60,415	61,415
15	59,815	60,815	61,815	62,815	63,815
16	62,715	63,715	64,715	65,715	66,715
17	69,215	70,215	71,215	72,215	73,215
18	75,715	76,715	77,715	78,715	79,715