

AGREEMENT
BETWEEN THE
QUAKERTOWN EDUCATION ASSOCIATION
OF
FRANKLIN TOWNSHIP, HUNTERDON COUNTY
AND THE
FRANKLIN TOWNSHIP BOARD OF EDUCATION
COUNTY OF HUNTERDON

2006-2009

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II NEGOTIATION PROCEDURE	1
ARTICLE III GRIEVANCE PROCEDURE	1
ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES	4
ARTICLE V WORK YEAR	4
ARTICLE VI WORK DAY	6
ARTICLE VII NON-TEACHING DUTIES	7
ARTICLE VIII EMPLOYMENT	7
ARTICLE IX ASSIGNMENTS	9
ARTICLE X SALARIES	10
ARTICLE XI SICK LEAVE	10
ARTICLE XII TEMPORARY LEAVES OF ABSENCE	11
ARTICLE XIII EXTENDED LEAVES OF ABSENCE	12
ARTICLE XIV PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY	15
ARTICLE XV INSURANCE PROTECTION	16
ARTICLE XVI MISCELLANEOUS PROVISIONS	17
ARTICLE XVII DURATION OF AGREEMENT	19
SCHEDULE A TEACHERS' SALARY SCHEDULE - 2006-2007	
SCHEDULE B TEACHERS' SALARY SCHEDULE - 2007-2008	
SCHEDULE C TEACHER'S SALARY SCHEDULE - 2008-2009	
SCHEDULE D EXTRACURRICULAR SALARIES	
SCHEDULE E CURRENT SECRETARIAL SALARIES	

PREAMBLE

This agreement is entered into this ____ day of _____, by and between the Quakertown Education Association, hereinafter referred to as the "Association," and the Franklin Township Board of Education, hereinafter referred to as the "Board."

WITNESSETH, for and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I : RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel represented by the Association in the negotiating unit as follows: Teacher(s), Media Specialist(s), Nurse(s), Speech Therapists(s), Child Study Team, and Secretarial Staff.

The following positions are excluded from the negotiating unit: Chief School Administrator, Business Administrator, Director of Special Services, Secretary to the Chief School Administrator, Secretary to the Business Administrator, School Supervisor, Classroom Aide, and all other positions not expressly included in the list of inclusions in the paragraph above.

When used hereinafter in this Agreement, the term "employee" shall refer to all employees in the bargaining unit defined above; the term "teacher" shall refer to all certificated personnel in the bargaining unit; and the term "secretary" shall refer to all secretaries in the bargaining unit.

ARTICLE II: NEGOTIATION PROCEDURE

A representative of the Board of Education and a committee of the Quakertown Education Association of Franklin Township, Hunterdon County shall meet in the beginning of October of the last year of this Agreement to discuss the negotiation schedule for the ensuing contract year.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definition

1. 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 an employee or a group of employees.
2. An "aggrieved person" is the person or persons making the claim.

3. All references to days in this Article shall exclude designated school holidays and weekends.

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 the application of any of the provisions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Procedural Time Lines

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. 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 next 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.

D. Procedure

Step One

Any individual employee or group of employees represented by the Association have the right to discuss with the Superintendent the application of policies affecting them. The results of this meeting shall be submitted in writing to the aggrieved person within three (3) days after the meeting.

Step Two

In the event that the problem cannot be resolved by the Superintendent to the satisfaction of the aggrieved person(s) involved, the aggrieved person(s) involved may request in writing within ten (10) days a meeting with the full Board. The request shall include the name of the aggrieved person, the date of the request, and a statement of the nature of the grievance. The meeting with the Board shall be held within ten (10) days of the submitted written request. At this meeting the Board shall discuss the grievance with the aggrieved person(s) concerned and within five (5) days after this meeting the Board shall submit its decision in written form to the aggrieved person(s) concerned.

Step Three

- a. In the event that the grievance has not been resolved by the Board to the satisfaction of the aggrieved person, he/she shall submit a request in writing, within fifteen (15) days to the Board for arbitration.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board and the aggrieved person(s) 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 ten (10) days, the parties shall then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person (s) and hold hearings promptly and shall issue his/her recommendations not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall be in writing and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The recommendations of the arbitrator shall be submitted to the Board and the aggrieved person(s) in writing. The Board shall have the right to accept or reject the recommendation of the arbitrator.
- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and 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.

E. Miscellaneous

1. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties concerned and their designated or selected representatives, heretofore referred to in this Agreement.
2. The aggrieved person(s) and the Association may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected by the aggrieved person(s).

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Facilities

The Association and its representatives shall have the right to use the school building and its facilities with the approval of the Superintendent.

B. Use of Materials

The Association shall pay for all materials and supplies incident to such use. Only persons qualified to use such equipment shall be given permission by the Superintendent.

ARTICLE V: WORK YEAR

A. School Calendar

The Superintendent shall submit a draft of the proposed school calendar to the Association for review and comment. Within two weeks, the Association shall return any comments. The final determination of the calendar shall be made by the Board.

B. Work Year for Instructional Staff

1. There shall be 185 teacher days per school year.
2. The Board may adjust the calendar for the purpose of school closings due to:
 - a. Emergencies
 - b. Workshops
 - c. Conferences
 - d. Other such reasons deemed necessary with the approval of the Board.
3. Any days necessary for the adjustment of the calendar shall not be construed to be in addition to the number of teacher days specified in 1. above. Any of the adjusted days used may be reallocated at the discretion of the Board.
4. On one of the number of teacher days specified in 1. above parent-teacher conferences shall be held (see Article VI, 8.). This day shall include evening conferences.
5. When a change of calendar is necessary, the teachers shall be notified as soon as possible.

C. Work Year for Secretarial Staff

1. Types of Positions

- a. School Secretary (full-time, 12 months)
- b. Child Study Team Secretary (part-time, 10 months)

2. Holidays

The secretaries will be entitled to the following eight (8) holidays:

New Years Day
Good Friday
Memorial Day
July 4
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

In addition, all secretaries will be entitled to three (3) common holidays which will be agreed upon by the Board and the Association and included in the school calendar. The Board will have final discretion.

Part-time non-certified secretaries shall be monetarily compensated for holidays proportionately in accordance to their scheduled work time.

3. Vacation

a. Following completion of two (2) months' employment, vacation days will accrue at the rate of one day per month for ten months out of every twelve month period. A twelve-month part-time employee would qualify for pro-rated vacation days following the same format.

b. Employment for one year or more will result in ten days vacation. Following completion of five years employment, vacation days will be increased to three weeks (fifteen days) and after ten years employment to four weeks (twenty days).

c. Granting of vacation time to employees with less than one year completed service will be at the discretion of the Superintendent.

d. Eligible employees must apply for vacation to the Superintendent. Vacations must be taken within one year of the time earned. Payment in lieu of vacation is prohibited.

e. An employee who anticipates termination in this district may take accrued vacation prior to the termination date with proper approval as noted, ante. Accrued vacation may be paid to the estate of a deceased employee or to a retiring employee.

ARTICLE VI: WORK DAY

A. Instructional Staff

1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in/sign-out roster.
2. Effective July 1, 2005 the teacher workday shall be 7 hours and 15 minutes. When teachers have late duty, teachers may leave when said duty has been completed. A teacher may depart early for school-related activities with the special permission of the Superintendent. The Board will try to give adequate notice for individual teachers starting time.
 - a. The Board, on recommendation from the administration, will determine when curricula require major revision. "Major curriculum revisions" are hereby defined as curriculum revisions which encompass four grades or more. Major curriculum revision assignments, for completion during the summer or after-school hours, will be advertised. The Board reserves the discretion to retain the candidate it determines is best qualified for any such assignment, including outside consultants, where appropriate.
 - b. If upon advertising a major curriculum revision assignment, the Board is unable, after good faith and diligent efforts, to retain a qualified individual either from within or outside the district to revise curricula during after-school hours, major curriculum revision assignments may be made during the time prior to the arrival of students.
 - c. It is expressly understood that this section is not intended to alter existing contractual agreements or past practice relative to team meetings and faculty meetings.
3. Nothing contained herein prohibits or limits the right of the Board and/or the Superintendent from assigning teachers the additional professional obligations normally associated with school activities.
4. Each teacher shall provide the students with extra-curricular activities to include but not be limited to clubs, intramurals, tutoring and enrichment activities. All programs and activities under this clause shall be jointly approved by the teacher and the Superintendent.

5. Teachers shall have a duty-free lunch period of at least thirty (30) minutes. Teachers may leave the building with notification to the Superintendent during their scheduled duty-free lunch period.
6. Notice of any meeting called by the Superintendent shall be given at least three (3) days prior to the meeting, except in an emergency. Faculty meetings scheduled after contracted hours shall be no more than three (3) meetings per month, excluding Fridays, except in emergencies.
7. The Board will make an effort to provide teachers, in addition to their lunch period, a duty-free preparation period.
8. Parent-teacher conferences will take place during the month of November. The conference schedule will include 1 1/2 days in the calendar. One of the teacher work days shall be from 11:50 A.M. to 5:00 P.M. (break 2:20 P.M. - 3:00 P.M.) and from 6:00 P.M. to 8:20 P.M. for parent-teacher conferences. On the 1/2 day, the teacher work day shall be from 8:10 A.M. to 1:15 P.M. and from 6:00 P.M. to 8:20 P.M. for parent-teacher conferences.

B. Secretaries

Eight (8) hour day which includes one-half (1/2) hour for lunch.

ARTICLE VII: NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end.
- B. Teachers who volunteer to transport children with the permission of the Superintendent will be reimbursed for said transportation at the currently approved Internal Revenue Service rate.
- C. Teachers will not be required to keep attendance registers. A central register will be kept.
- D. Teachers will have two (2) common half days (non-student contact) to be determined by the administration for room set-up or closure.

ARTICLE VIII: EMPLOYMENT

A. Teacher Placement on Guide

1. Each returning teacher shall be placed on his/her proper year/level of the current salary schedule.
2. All newly hired teaching staff will be placed on the appropriate step of the guide based on their previous years of experience. Additional credit may be given to individuals at the discretion of the Board.

B. Secretaries Salaries

Initial salaries for newly hired secretaries shall be negotiated by the Board and such employees.

C. Military Service

The Board will comply with Title 18A:29-11 of the New Jersey Statutes.

D. Continuing Education

Teaching Staff:

1. **Course Reimbursement.** The Board agrees to pay for up to three undergraduate and graduate courses taken per year per teacher on a sliding scale basis with a maximum for each year. Successful completion of each course with a grade of **B** or better is required for reimbursement. In no case will the district-wide reimbursement be greater than ten thousand dollars (\$10,000) per year. All courses must be approved by the Superintendent and Board prior to enrollment.

Annual Percent Reimbursement		Annual Maximum Reimbursement for 3 courses
<hr/>		
2006-2007		
<i>First course</i>	100%	
<i>Second course</i>	75%	\$3,000.00
<i>Third course</i>	50%	
2007-2009		
<i>First course</i>	80%	
<i>Second course</i>	60%	\$2,000.00
<i>Third course</i>	40%	

2. Payment for courses taken in the spring or summer sessions by non-tenured teachers shall be made the following September on or about September 15, providing said teacher is under contract to the Board.

Secretary:

The Board agrees to pay seventy-five percent (75%) of all undergraduate and graduate courses taken, to a maximum of eight hundred dollars (\$800.00) per year per secretary, upon satisfactory completion of course and prior approval of the Board.

ARTICLE IX: ASSIGNMENTS

A. Postings

1. No later than May 15 of each year, the Board shall list an intent to rehire secretaries.
2. No later than May 20 of each school year, when known, the Superintendent shall deliver to the Association and post on the bulletin board, a list of the known vacancies which shall be occurring during the following year.

B. Voluntary Reassignment

1. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than May 25. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
2. As soon as practicable, and no later than June 15, the Superintendent shall post in the school and deliver to the Association a list showing the names of all teachers' tentative class and/or subject assignments for the forthcoming year. In determining assignments, the Superintendent shall honor a request for voluntary reassignment if it coincides with the instructional system and best interests of the school system, as determined by the Superintendent.

C. Involuntary Reassignment

1. Qualified volunteers will be given primary consideration, but final assignment will be based on the judgment of the Superintendent. All possible consideration will be given to choosing the most competent individual for the assignment based on the educational welfare of the children.
2. Notice of involuntary reassignment shall be given to teachers as soon as practicable, and except in emergencies no later than June 15.
3. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Franklin Township School District, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be reassigned.
4. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her again. The teacher may, at his/her option, have an Association representative present at such meeting.

ARTICLE X : SALARIES

A. Payment schedule

1. Teachers and secretaries employed on a ten (10) month basis may choose to be paid in twenty (20) or twenty-four (24) semi-monthly installments starting in September 2006.
2. Employees will be paid on the fifth (5th) and the twentieth (20th) of the month.
3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final check for June on the last working day in June.

B. Salary Guide

1. The teachers' salary guide for the **2006-2007** school year is attached as labeled **Schedule A**. The teachers' salary guide for the **2007-2008** school year is attached as labeled **Schedule B**. The teachers' salary guide for the **2008-2009** school year is attached as labeled **Schedule C**.
2. Extracurricular salary guides are attached as **Schedule D**.
3. Current secretarial salaries for **2006-2007, 2007-2008 and 2008-2009** are attached as **Schedule E**.

C. Overtime

Secretaries shall receive overtime pay in accordance with the New Jersey State law which currently states time and a half (1 - 1/2) after forty (40) hours a week. Secretaries shall be compensated for holiday overtime, for hours worked at the regular rate, plus the holiday pay.

ARTICLE XI: SICK LEAVE

- A.** The Board will adhere to the New Jersey Statutes [18A:30-1 through 30-7] concerning sick leave.
- B.** Effective July 1, 2005, after an employee has exhausted all their sick leave time (accumulated and yearly) they may request additional sick leave days from the Board. The Board shall consider each request on a case-by-case basis. Any additional sick leave days granted by the Board shall be a full per diem pay and shall not be cumulative.

- C. Upon retirement an employee with ten (10) years of service to this district shall be paid one-half the substitute teacher rate per day to a maximum of 100 days for accumulated sick leave days.

ARTICLE XII: TEMPORARY LEAVES OF ABSENCE

The following leaves of absence shall be effective for the current school year and shall be non-cumulative and in addition to any sick leave to which the employee is entitled.

A. Personal Leaves

1. Three (3) days' leave of absence for personal matters requiring absence during school hours. Personal matters shall include, but not be limited to, legal, business, household, family matters, or bereavement days not covered under the bereavement clause of this Agreement, which necessitate the employee's absence on a school day. Such personal leave shall, however, not be used for entertainment, recreation, other employment or for matters which can be scheduled outside of school hours nor shall it be used to extend holidays or vacations. Notification to the Superintendent for personal leave shall be made at least two (2) days before taking such leave, except in case of an emergency, and the employee shall not be required to state the reason for taking such leave. Personal leave shall not be taken during the last three weeks of the school year except when school is extended beyond the original calendar and there is a conflict with the beginning of college courses, or in the event of an emergency at the discretion of the superintendent.

2. Any unused personal days may be converted to sick leave at the end of each school year and added to a teacher's accumulated sick leave. Any employee who utilizes any such leave pursuant to Article XI, paragraph B, will have the quantity of personal days eligible for conversion reduced proportionately.

B. Bereavement Leave

1. Up to five (5) days at any one time in the event of death in the immediate family. Immediate family is to include spouse, father, mother, children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and persons living in the family household.

2. One (1) day leave for each occurrence shall be allowed in the event of the death of an aunt, uncle, cousin, niece, or nephew.

3. A total of one (1) day per year may be taken in the event of the death of a close friend.

C. Professional Leave

The Superintendent may grant to teachers additional temporary leaves for the purpose of visiting other schools or attending meetings and conferences of an educational nature. All fees and traveling expenses shall be paid by the Board. The Board shall also pay fees and traveling expenses for weekend meetings, workshops or conferences that have been approved by the Superintendent.

D. Civic Duty Leaves, Jury Duty, Court Appearance

Leaves of this nature shall be granted in accordance with Administrative Code and/or New Jersey Statutes.

E. Excess Leaves / Salary Reduction

Leaves taken by employees in excess of those stated in this Article and not considered sick leave shall be subject to a reduction in salary of one two-hundredths (1/200) of the teacher's contract salary for the current school year, one two-hundred twentieths (1/220) of the eleven (11) month employee's salary for the current school year and one two-hundred fortieths (1/240) of the 12 month employee's current salary for the current school year.

ARTICLE XIII: EXTENDED LEAVES OF ABSENCE

A. Leaves for Volunteer Service / Scholarships

A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher, overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Return from Leave

Upon return from leave pursuant to paragraph A that part which refers to overseas and exchange teachers, and paragraph B of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent. The time spent on leave in paragraph B of this Article shall not count toward fulfillment of time requirements for acquiring tenure.

D. Leaves Associated with Pregnancy and/or Adoption

1. Child-bearing Leave (Disability Leave)

Upon sixty days' notice prior to the commencement of a child-bearing leave, any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for a leave which shall commence four (4) weeks prior to the time of the estimated date of birth and terminate four (4) weeks subsequent to the actual date of birth. The Board may require a physician's certificate from the doctor of the employee stating the estimated date of birth. Said employee is entitled to all benefits to which employees involved in other types of sick or disability leaves would be entitled. Accumulated sick-leave time may be utilized during the period of the four (4) weeks before the anticipated delivery and the four (4) weeks after the date of birth.

2. Child-rearing Leave (Family Leave Acts)

Per the Family Leave Acts, upon request, any employee who has worked no less than 1250 hours during the preceding 12 months will be granted a voluntary unpaid leave of absence for up to 12 weeks for the purpose of child rearing; (a) which period of time shall immediately follow the child-bearing leave or, (b) in the case of adoption notice shall be given to the Board when an official approval of the application for adoption is received. In cases of adoption, application shall be made for a specific leave period as soon as the teacher is informed of the custody date and said leave will be granted.

3. Length of Leave

- a. If an approved child-bearing leave commences on or before January 15 of any year, then the combined leave under Section 1. and 2. will terminate on September 1 of that calendar year. Upon the mutual consent of such employee and the Board, the employee may choose to commence working prior to September 1.
- b. If an approved child-bearing leave commences after January 15 of any year, then the combined leave under Section 1. and 2. will terminate one year from September 1 of that calendar year. Upon the mutual consent of such employee and the Board, the employee may commence working prior to that date.

4. Limitations of Benefits

No credit on the salary guide or for the purpose of accruing tenure shall be based upon time taken by a teacher or secretary during a child-rearing leave.

5. Leaves under Section D.2. shall run concurrently with leaves under the statutory Federal Family Medical Leave Act and the New Jersey Family Leave Act.

E. Health / Medical Leaves

1. A leave of absence of up to twelve (12) weeks without pay shall be granted to an employee who has worked no less than 1250 hours during the preceding twelve (12) months in the event of a serious personal illness or for the purpose of caring for a sick member of such employee's immediate family. The Board will adhere to statutes regarding terms and conditions of the leave.

2. Leaves under section E. shall run concurrently with leaves under the statutory New Jersey Family Leave Act and the Federal Family Medical Leave Act.

F. Increment Credit

A teacher or secretary shall not receive increment credit for time spent on leave pursuant to paragraph D, E1 and E2 of this Article nor shall such time count toward fulfillment of time requirements for acquiring tenure. Tenured teachers shall be placed on the current salary guide at the next step to that at which they left, providing the teacher has taught for a total of one-half the school year during the year the leave occurs.

G. Benefits

Benefits to which an employee was entitled at the time of his/her leave shall be restored to him/her upon his/her return. These benefits include the following:

1. Horizon Blue Cross Blue Shield New Jersey Health Benefits Program, Disability Coverage, and Dental Insurance.
2. Tenure position.
3. Pension rights.
4. Accumulated sick days.

H. Leave Notification

1. All applications, extensions or renewals of leaves shall:
 - a. be made in writing in advance
 - b. indicate the reason for such leave
 - c. indicate the approximate length of leave
 - d. comply with the proper authorization as requested by the Board, such as a doctor's certificate.
 - e. all approved leaves shall be granted in writing by the Board.
2. The time of leave granted shall be from one month to a year, with an extension at the discretion of the Board.
3. Any employee requesting an extension of a previously granted leave of absence, or not returning from a previously granted leave of absence, must notify the Superintendent in writing, by April 1st of the leave year.

I. Sabbatical Leave

A sabbatical leave may be granted by the Board to a tenured teacher. This leave shall be without pay or benefits and no credit on the salary guide shall be given for the time of the leave. Medical benefits may be granted at the discretion of the Board.

J. Other Leaves

Other leaves of absence without pay or benefits may be granted for good reason at the sole discretion of the Board.

ARTICLE XIV: PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

A. Hazardous Working Conditions

Teachers and secretaries shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. Harassment / Discrimination

The Board of Education will adhere to the New Jersey Statutes as they apply to this Article.

C. Assault

Teachers shall immediately report to the Superintendent any cases of assault. Notification of said assault will be forwarded immediately to the Board of Education for action. Any information pertinent to the case would be released by the Board to individuals having legal access to such information.

ARTICLE XV: INSURANCE COVERAGE

A. Health Care

1. Eligibility

The Board shall provide health care insurance for full time employees. Part time employees hired after July 1, 2005 must work at least 25 hours per week to be eligible for health insurance. Part time employees hired prior to July 1, 2005 who receive health benefits shall be grandfathered.

2. The Board shall provide the following health care insurance: Horizon Blue Cross Blue Shield New Jersey Health Benefits Program. A joint committee of the Board and the Association may meet in 2007 and 2008 to review the annual insurance rate. If the premium increase is greater than fifteen percent (15%) over the premium of the previous year, the committee may recommend re-opening negotiations on this issue.

- a. The Board will provide full coverage for employees hired prior to July 1, 2006 and for their eligible dependents.
- b. Employees hired on or after July 1, 2006 will pay 5% of their medical premium cost for the Horizon Direct Access Plan. If the employee chooses to enroll in a plan with a higher cost than the Direct Access Plan, they will pay 5% of the cost of the Direct Access Plan plus the incremental cost differential between the plan they have chosen and the Direct Access Plan.

3. Employees will be offered the opportunity to waive coverage if they certify they have other insurance coverage. Based on the coverage category they are participating in on the date they decide to waive coverage they will receive annual payment amounts as follows:

Single	\$1,200	2 Adults	\$2,300
Parent/Child	\$2,000	Family	\$2,700

Reentry provisions apply for certain hardship/change of life circumstances. Terms and conditions of payment and reentry provisions will be outlined on the waiver form the employee executes to accept the waiver.

4. The Board will set up a Section 125 plan to provide employees with the option to pay their premium contributions on a tax-favored basis.

B. Insurance Coverage Description

The Board, if possible, shall provide to each employee a description of all insurance coverages provided under this Article, no later than the beginning of the school year covered by this contract, which shall include a clear description of conditions and limits of coverage.

C. Disability Insurance

The Board shall provide disability insurance to one hundred eighty dollars (\$180.00) maximum per eligible unit member. The insurance shall provide two third (2/3) salary to the insured to age sixty-five (65) and shall commence on the 91st day of disability.

D. Dental Insurance

The Board will provide dental insurance to employees and their families. To be eligible, employees must certify that they are not eligible for comparable coverage, employer paid, through a spouse. The insurance shall provide for:

- 100% Preventive / Diagnostic Services
- 80% Basic Services
- 50% Major Services
- No Orthodontia

Deductibles and other specifics shall be decided mutually by the parties. The Board agrees to pay 70% of the premiums during the 2006-2009 contract.

Payroll deductions shall be made from employees in each category to make up the difference in the rates for that category. The deductions shall be spread out over the entire payroll year affecting the employee.

ARTICLE XVI : MISCELLANEOUS PROVISIONS

A. This agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C.** Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XVII

DURATION OF AGREEMENT

The Agreement shall be effective as of **July 1, 2006**, and shall continue in effect until **June 30, 2009**. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this attested by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Quakertown Education Association
of Franklin Township

Franklin Township
Board of Education

By _____
QEA Council

By _____
President

By _____
QEA Council

By _____
Secretary

By _____
QEA Council

By _____
QEA Council

Schedule E

SECRETARIAL SALARIES

	2006-2007	2007-2008	2008-2009
School Secretary	\$18.46	\$19.30	\$20.16
CST Secretary	\$19.76	\$20.65	\$21.58

Schedule D

EXTRACURRICULAR SALARIES

	2006-2007	2007-2008	2008-2009
Boys Baseball	\$1504	\$1572	\$1643
Soccer	\$1504	\$1572	\$1643
Boys Basketball	\$1934	\$2021	\$2111
Cheerleading	\$1504	\$1572	\$1643
Girls Basketball	\$1934	\$2021	\$2111
Girls Softball	\$1504	\$1572	\$1643
Volleyball	\$1504	\$1572	\$1643
Student Council Advisor	\$1934	\$2021	\$2111
Athletic Director	\$1934	\$2021	\$2111
Safety Patrol	\$ 270	\$ 282	\$ 295