

NEGOTIATED AGREEMENT

Between

BOARD OF EDUCATION OF THE BOROUGH OF FREEHOLD

and

FREEHOLD BOROUGH EDUCATION ASSOCIATION

July 1, 2023 - June 30, 2028

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Preamble

This agreement entered into this 1st day of July, 2023 by and between the Board of Education of Freehold Borough, New Jersey, hereinafter called the "Board," and the Freehold Borough Education Association, hereinafter called the "Association."

Article I

Recognition

The Board hereby recognizes the Freehold Borough Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for personnel in the following categories:

Classroom teachers and Replacement Teachers receiving full benefits

Guidance Counselors

Librarians

Learning Disability Teacher Consultants

Psychologists

Social Workers

Nurses

Special Teachers:

Art

Basic Skills

Music

Spanish

Technology

Physical Education

Speech

Special Education

Interventionists

Support Staff:

Custodian

Secretaries, 12-Month

Secretaries, 10-Month

Teacher Assistants

Grounds Person

Maintenance

Excluding substitute and confidential employees.

Whenever the word "employee" is used in the Agreement, it means a member of the bargaining unit as described herein, unless the context indicates otherwise.

Article II

Negotiation Procedure

- A. Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein and as specified by N.J.S.A. 34:13A in good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any

Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties. The parties further agree that October 30th during the last school year of the agreement shall be the date when salary scattergram data is collected by the Board, unless an earlier start of negotiations is agreed to, at which point the parties shall establish a mutually agreed date. The Board shall furnish this salary scattergram data to the Association upon request from the Association.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by the Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. 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

A "grievance" shall mean a complaint by an employee or representative of employees that there has been a misinterpretation, violation or misapplication of Board policy, this Agreement or an administrative decision affecting employees.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days from the time when the employee knew or should have known of its occurrence. In computing time limits for processing grievances (for ten (10) month employees) pursuant to this Article, no days shall be counted after the last day of school for teachers on the calendar and before the first day of school for teachers of the following school year. For (12) twelve month employees, the grievance procedure will continue through June, July and August. The foregoing may be altered by mutual agreement of the parties.

A grievance filed under Article IV; Employee Rights, E.; however, will initiate at the Superintendent's level.

B. Procedure

1.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any employee who has a grievance shall discuss it first with his/her principal or immediate superior, if applicable, in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within thirty (30) calendar days, his or her representative shall set forth and sign the grievance to the Principal specifying:
 - a. The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy or administrative decision involved;
 - b. The nature and extent of the injury or loss;
 - c. The results of previous discussions;
 - d. His/her dissatisfaction with decisions previously rendered;
 - e. The remedy sought.

The Principal shall communicate his/her decision to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) working days after receipt of the Principal's or immediate Supervisor's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal or immediate Supervisor as specified

above, and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his/her decision in writing to the employee and the Principal or immediate Supervisor

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent, within ten (10) working days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:
 - a. Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter according to law is either beyond the scope of Board authority or limited to action by the Board alone.
 - b. A complaint of a non-tenured employee which arises by reason of his/her not being re-employed.
 - c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.
8.
 - a. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
 1. A request will be made to the Public Employee Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employee Relations Commission (PERC) to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employee Relations Commission (PERC) may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to issues involving solely the interpretation and application of this Agreement. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be advisory upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

C. Rights of Employees to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Principal's or immediate supervisor's written decision made in response to a written grievance shall be given to the Association immediately.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance(s).
4. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

Article IV

Employee Rights

- A. Pursuant to Chapter 303, Public Laws 1968, as amended by 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 for their mutual aid and protection.

- B. No employee shall be prevented from wearing standard identification pins indicating membership in the Association or its affiliates.
- C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his/her office, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. 1. Before any material is placed in an employee's personnel file in the office of the Superintendent or in the office of the Building Principal, the employee shall be so notified in writing and shall be given a copy of the material. An employee shall have a right to place a written rebuttal in the employee's personnel file. Within five (5) working days of receipt of the material, the employee shall notify the Office of the Superintendent of Schools that a rebuttal will be filed and that the rebuttal shall be delivered to the Office of the Superintendent within fifteen (15) working days of receipt of the material. Failure to so rebut shall cause a forfeiture of the right to rebut. In no event shall there be any rebuttal after fifteen (15) days from the end of the school year.
2. Any employee may request that a letter received from the school's administrative staff be included in that employee's personnel file and such a request shall be honored.
3. Employees shall have the right to examine their personnel files in the office of the Superintendent or in the office of the Building Principal by making an advance request for an appointment to do so. Letters of reference shall be excluded from this right of examination and may be kept in a separate sealed envelope. The employee shall be permitted to have one representative present at the time of examination. All articles examined shall be initialed by the examining employee. All persons present, including the Board staff representative, shall sign and date a log verifying the examination.
- E. It is agreed by the Board and the Association that no criticism of employees shall take place in the presence of other employees, parents, students or at a public gathering unless official Board action is required by law. All such discussions should be conducted in a calm and respectful manner. The Board shall assure the employee freedom from interference, coercion, discrimination, or reprisal when reporting such incidents.
- F. Whenever an employee is required to attend a meeting initiated by the Superintendent, which may be investigative in nature and may result in disciplinary action against that employee, that employee shall be given advance verbal notice of the meeting and of its possible disciplinary

nature and advised of his/her right to association representation at this meeting. The association will have the option of bringing in a number of association representatives equal to the number of administrators present. The Superintendent has the right to have another person present to take minutes in a non-administrative capacity.

Article V

Association Rights and Privileges

- A.** The Board agrees to furnish to the Association, in response to reasonable requests and upon sufficient notice, data which is in the public domain and which the Association requires to carry on intelligent and informed bargaining.
- B.** The Association shall have, in each faculty lounge, the exclusive use of a bulletin board.
- C.** The Association shall have the right to use the interschool mail facilities, district email system, and school mailboxes as it deems necessary.
- D.** Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that the permission of the Building Principal has been secured.
- E.** The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The approval of the Principal of the building in question shall be secured in advance of the time and place of all such meetings.
- F.** On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- G. School Calendar - Teachers**
 - 1.** The calendar for teachers employed for one (1) year on a ten (10) month basis shall not exceed 187 days (not including two (2) days for New Jersey Education Association's Convention).
 - 2.** The calendar for new teachers and those teachers hired after January 1 of the preceding school year, who are employed on a ten month basis, shall not exceed 189 days (not including two (2) days for New Jersey Education Association's Convention).
 - 3.** Employees will not be required to make up those days on which school has been closed due to inclement weather, provided the

number of student school days does not fall below the 180 days required by the Commissioner of Education.

4. The last scheduled day of school prior to the commencement of the winter recess shall be a half day for students and staff in accordance with each school's four (4) hour instructional day schedule.
5. The last scheduled day of school prior to summer recess will be a half day for staff and a half day for students in accordance with each school's four (4) hour instructional day schedule.
6. In addition to the foregoing, the Board may schedule up to ten (10) additional half days when students are released early in order to accommodate parent/teacher conferences, staff conferences, in-service days, or any other educational needs the administration decides are needed. These half-day sessions are to be held during the school day commencing thirty-five (35) minutes after each school's student dismissal. Notwithstanding the foregoing, in no event shall the length of day exceed the time specified in Article VI (A)(2)(a) of the Collective Bargaining Agreement.
7. In the school calendar, the Board may schedule up to four (4) days designated as six (6) hour in-service days for certified staff with a one (1) hour lunch. At its option, the Board may convert one of the required days to six (6) hours of floating PD time. Staff who do not fulfill their six (6) hour floating requirement will be required to complete a designated six (6) hours on a specified designated day during the work week.
8. The lunch period on independent professional development days or curriculum writing days shall be determined by each group and shall be consistent for all members of the group. The group will notify the administration of the planned lunch period at the start of the work day and shall immediately notify the administration of any changes to the planned lunch time.
9. Any full day Professional Development day will be inclusive of a one-hour lunch/prep.

H. School Calendar – 12- Month Secretaries

1. Secretaries shall not be required to work when schools are closed for emergencies such as snow closings.

2. Secretaries shall have a work year as follows:

a. Holidays

Secretaries shall be granted these sixteen (16) annual holidays listed below when school is closed for the students:

July 4 th	Labor Day
Rosh Hashanah	(when it falls on a weekday)
Yom Kippur	(when it falls on a weekday)
Veteran's Day	Thanksgiving Thursday and Friday
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Martin Luther King's Birthday	President's Day (2 days)
Good Friday	Memorial Day

b. Vacation

All twelve (12) month, full-time secretaries shall receive vacation in accordance with the following schedule:

1 – 5 years	Ten (10) days
6 – 10 years	Fifteen (15) days
11 years or more	Twenty (20) days

Vacations must be approved in advance by the Superintendent of Schools and must be taken during the fiscal year, July 1 – June 30. Vacations cannot be carried over from one year to the next without the approval of the Superintendent of Schools.

I. **School Calendar – Teacher Assistants**

1. Assistants will commence work one (1) day before the official opening date of school for the students (not necessarily the immediate day prior to school opening) and terminate on the last day teachers are present.
2. Assistants shall receive the holidays that are designated on the student's calendar. This does not include holidays that are designated staff development days.

3. Assistants may leave at the end of the student day after students leave campus on early dismissal days for back-to-school nights and parent/teacher conference days.
4. Assistants shall not be required to work when schools are closed for emergencies such as snow closings. The assistants will not have to make up snow days unless the students are required to make up these days.

J. School Calendar – Custodian/Maintenance

1. Employees shall be required to a work year as follows:

a. Holidays

July 4 th	Labor Day
Veteran's Day	Thanksgiving Thursday and Friday
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Martin Luther King's Birthday	President's Day (2 days)
Good Friday	Memorial Day

2. Holidays that fall on a weekend shall be scheduled for the last work day(s) before or the first work day(s) after the holiday, at the discretion of the Superintendent of Schools.

a. Vacation

1 – 4 years	10 days
5 – 10 years	15 days
11 plus years	20 days

Vacations must be approved in advance by the Superintendent of Schools and must be taken during the fiscal year, July 1 – June 30. Vacations cannot be carried over from one year to the next without the approval of the Superintendent of Schools.

- K.** The Association shall have the right to speak to the membership at the conclusion of convocation or in service, where all members are in attendance, prior to the start of the student school year. Nonmembers may be excused following the session conducted by the District administrator.

Article VI

Employee Hours and Employee Load

A. Employee Day

1. **Check-In procedure** – As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. Employees shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in/sign-out roster.
2. **Length of Day**
 - a. The six (6) hours and fifty-five (55) minutes work day for teachers includes a requirement that teachers report no later than ten (10) minutes before the students and leave no earlier than ten (10) minutes after the students.
 - b. Part-time employees are entitled to a salary in proportion to the percent of time he/she is hired (i.e. 30% time is 30% of his/her step on the salary guide). There are no medical benefits for part-time employees who work 182 minutes or below. All part-time employees will receive the same personal, sick and death in family days as well as the same longevity as full-time employees. All part-time employees shall attend any meetings and staff development sessions as required of full-time staff on a prorated basis.
 - c. Preparation periods for part-time employees shall be prorated. If this preparation period moves the total minutes above 182 minutes, the teacher shall be compensated at his/her individual rate of pay. If instruction time moves the total minutes above 182 minutes, the teacher's percentage will be increased and he/she will become eligible for health benefits.
 - d. Child Study Team Members (including Speech Therapists) may be required to work ten (10) days during the months of July and/or August mutually agreed upon between staff and administration. Choice of days will be determined based on seniority and will comply with summer work day (5) five hour day with (1) one hour lunch. All efforts will be made to notify staff by June 1st.
 - e.
 1. Secretaries will work 8 hours inclusive of a 1 hour lunch during the school year. School secretaries will report for work 30 minutes prior to the start of the school day for students in their building. Secretaries will work 6 hours inclusive of a 1 hour lunch during the summer months, unless modified summer hours are adopted by the Board that compresses work

time into fewer days with longer hours. Summer work hours for secretaries will normally be 9am-3pm, unless adjusted earlier to align with student summer programs or modified summer hours approved by the Board.

2. The ten-month secretaries' position shall work eight (8) hours per day, inclusive of a one (1) hour lunch, during the academic year from September 1 through June 30. School secretaries shall report for work thirty (30) minutes prior to the start of the school day for students in their building. Leave and other terms and condition of employment shall remain the same as other similarly situated ten-month employees.
- f. Teacher Assistants will work seven (7) hours. Starting and ending times will change accordingly if student starting and ending times change.
- g. Custodian/Maintenance personnel who are full time shall work an eight and a half (8.5) hour shift.
- h. Teachers holding appropriate supervisory/principal certifications that are asked to cover a building in an administrator's absence shall be compensated an additional \$40 per hour.

B. Duty Assignments

1. Non-Homeroom Certificated Staff at the Elementary Schools are subject to duty assignments of ten (10) minutes prior to the start of the student day and leave no earlier than ten (10) minutes after the end of the student day.
2. Teachers at the Intermediate School may be subject to duty assignment of ten (10) minutes prior to the start of the student day or ten (10) minutes after the end of the student day, not to exceed fifteen (15) days of duty per month.
3. Assignment of duty as outlined above shall be as follows:
 - a. Assignments will rotate monthly.
 - b. These assignments shall be evenly distributed for each teacher between an indoor assignment and an outdoor assignment, if such assignments exist.
4. All certificated staff at the Elementary Schools shall work an additional four (4) hours of coverage per year, not to exceed fifteen (15) minutes before and/or five (5) minutes after normal

work hours. The assignment is to be mutually agreed upon between the principal and staff.

5. The hourly rate for any and all curricular work, instructional time, home instruction and preparation, district committees that meet outside of school hours shall be as follows:

		Aid Instructional Time	
2023-24	\$40	2023-24	\$25
2024-25	\$45	2024-25	\$30
2025-26	\$50	2025-28	\$35
2026-27	\$55		
2027-28	\$60		

These rates are excluded from the 21st Century Program.

C. Preparation Period

1. The Board guarantees to each teacher a minimum of two hundred (200) minutes preparation time each five (5) student day week, or a pro-rated number of minutes for each week with less than five (5) student days. No preparation period will be less than thirty (30) minutes in length. No Unassigned time of less than thirty (30) consecutive minutes shall be considered as preparation time.
2. Teachers will be guaranteed an uninterrupted preparation period for four (4) out of five (5) days per week, excluding pre and post- observation conferences.
3. The practice of using a regular employee as a substitute is undesirable and shall be discouraged. In the event the administration is not able to secure a substitute, teachers on a preparation period may be assigned to cover the period required.
4. Teachers shall, be compensated for any loss of the preparation period by payment of \$40.00 per period.
5. The Superintendent will undertake to have his/her staff make consistent efforts to secure substitute teachers to the end that regular classroom teachers will not be required to substitute.
6. District shall not pay for 1 missed Prep/Lunch due to 1 annual field trip per grade level. Field trip must take place during school hours.

D. Before Care and Breakfast Duty

1. Teachers and teacher assistants who work the Before Care Program shall be compensated at a rate of \$18.00 per session.
2. Teachers and teacher assistants assigned duty to monitor students prior to the start of school shall be compensated at a rate of \$18.00 per session.

E. After School Duty

Teachers and assistants who work after school duty beyond the contract hours shall be compensated at a rate of \$18.00 per session.

F. Lunch Period

1. Teachers and teacher assistants in Grades K – 8 shall have a daily duty-free lunch period of no less than thirty (30) minutes on full days. During the lunch period, these employees may leave the building without requesting permission, provided they so notify the Building Principal/Secretary and sign in and out.
2. The Administration shall have the right to assign teachers or teacher assistants to lunch duty. Before making any such assignment, however, the Administration shall make a request for volunteers. In the event there are a sufficient number of volunteers, the assignment shall be made from the list of volunteers. In the event there are insufficient volunteers, then the shortage shall be filled by assignment. The assignment shall be made from a district-wide seniority list as it applies to the building in which the assignment is to be made. Assignments shall be made on a seniority basis in inverse order of seniority, with the least senior teacher being assigned first. If a teacher is involuntarily assigned to a lunch duty, said teacher will be guaranteed a minimum thirty (30) minute preparation period on such day. First-year teachers shall be excluded from performing cafeteria or lunch room duty. Whether the teacher or teacher assistant is a volunteer or is assigned, payment shall be made on the basis of \$25 per session.
3. Secretaries shall have a daily duty - free lunch period of sixty (60) minutes.
4. Custodian/Maintenance personnel shall have a thirty (30) minute duty free lunch and two fifteen (15) minute duty-free breaks.

G. Extra-Curricular Activities

1. STIPENDS FOR EXTRA-CURRICULAR POSITIONS

Extra-Curricular	2022-23	2023-24 through 2027-28
Elem. Student Council (2)	2,399	2,500
Elem. Yearbook Advisor (2)	2,399	2,500
Elem. Choral (2)	2,671	2,775
Elem. Website Master (2)	1,730	1,830
I. S. VAPA – Art	2,671	2,775
I. S. VAPA – Band	2,671	2,775
I. S. VAPA – Choral	2,671	2,775
I. S. VAPA – Dance	2,671	2,775
I. S. VAPA – Drama	2,399	2,775
I. S. Yearbook Advisor	2,399	2,500
I. S. Student Council	2,399	2,500
I.S. W.E.B. Coach (3)*	1,187	1,300
I.S. Website Master	1,730	1,830
I.S. National Junior Honor Society	1,730	1,830

* to be funded by district funds.

Athletics

Boys Soccer	3,436	3,580
Girls Soccer	3,436	3,580
Boys Basketball	3,436	3,580
Girls Basketball	3,436	3,580
Boys Track	3,436	3,580
Girls Track	3,436	3,580
Boys Baseball	3,436	3,580
Girls Softball	3,436	3,580
Girls Field Hockey	3,436	3,580
Wrestling	3,436	3,580
Girls Cross-Country	3,436	3,580
Boys Cross-Country	3,436	3,580

Second Wrestling Coach	3,436	3,580
Cheerleading	3,436	3,580

2. A flat stipend of \$2,500 per year will be paid to the Intermediate School Intramural Sports Program facilitator for scheduling buses, game referees, etc.

H. Home Instruction

The rate of pay for teachers who volunteer for home instruction shall be as follows:

2023-24	\$40
2024-25	\$45
2025-26	\$50
2026-27	\$55
2027-28	\$60

I. Extended School Year Special Education Summer School

The rate of pay for teachers who are hired for the Special Education Extended School Year shall be as follows:

2023-24	\$40
2024-25	\$45
2025-26	\$50
2026-27	\$55
2027-28	\$60

J. Custodian/Maintenance Stipends/Differentials/Overtime

1. Employees holding the boiler licenses shall be paid the sum of \$600. Boiler licenses and license renewal fees for all licensed employees will be paid for by the Board of Education upon presentation of properly executed vouchers. The Board reserves the right to determine the number of active boiler licenses it will require.
2. Time and one-half shall be paid for all non-scheduled emergency "call-ins" and non-school functions when school is closed for the day, on the weekend or on a holiday. There shall be a two-hour guaranteed minimum payment.
3. The night differential shall be paid at the rate of \$1,000.00 yearly for the length of the contract.
4. The Board shall provide a clothing allowance of \$800 per year to be inclusive of pants, shirts, jackets, boots, footwear, socks, etc.

5. Employees designated as head custodians will receive a stipend of \$1,500.
6. Custodians who are licensed electricians shall receive an annual stipend of \$5,000. The Board of Education reserves the right to determine the number of custodians eligible for this electrician stipend.
7. Overtime work properly assigned by authorized supervisory and administrative staff shall be compensated at the rate of time and one – half for all hours worked in excess of forty (40) in a work week.

K. Secretarial Overtime

1. Overtime pay for secretaries will be at the regular hourly rate for weekly hours between thirty – five (35) and forty (40) and one and one – half (1 ½) times the regular rate for all hours over forty (40) per week. Overtime work requires the prior approval of the administrator and must be done at the office. Overtime work will not exceed \$2,000 per year. This compensation can be taken as compensatory time of not more than two days; money, or a combination of the two. Compensation will be mutually agreed upon.

L. Faculty Meetings

1. Teachers may be required to remain one (1) day a month after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. Teachers shall receive a forty-eight (48) hours advance notice of the meeting and its agenda (except in the event of an emergency). Teachers shall have the right to suggest topics for subsequent meetings.
2. Certified staff may be required to remain two (2) days per school year after the end of the regular work day without additional compensation for the purpose of attending district meetings. These meetings shall run for no more than sixty (60) minutes and shall begin ten (10) minutes after the teacher's work day in order to allow for travel time.
3. All certified staff are required to attend an additional 2 ½ hours of in-service and/or meetings per year; time to be mutually agreed upon between administration and staff.
4. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

Persons taking courses on file in the Superintendent's office will be excused from attendance at meetings if a conflict arises.

5. During the month of December, and the months in which the spring and the (if the calendar calls for) mid-winter recess occur, meetings shall be limited to one (1). No more than two (2) meetings shall be held during any one month.

M. In – Service/Training for Teacher Assistants

1. Prior to the opening day of the new school year, teacher assistants will be informed as to the dates and time of their required professional development.
2. In the case where training or in-service for teacher assistants is required for continuation in a job, compensatory time will be given where such training is offered outside of the school calendar.

N. Curriculum Development Committee

1. The district will post its needs for persons to serve on a curriculum development committee.
2. The Superintendent of Schools, at his/her sole discretion, shall determine whether persons so volunteering to serve, are qualified and possess the desired experience.
3. If there are such qualified and experienced teacher volunteers, they will be utilized before any involuntary assignments are made.
4. If there are no volunteers, or an insufficient number of volunteers deemed to be qualified and possessing the desired experience, the Superintendent may assign teachers to so serve.
5. Any involuntary assignments shall be limited to one (1) such assignment during the school year.
6. The hourly stipend for such services completed during other-than-school times is as follows:

2023-24	\$40
2024-25	\$45
2025-26	\$50
2026-27	\$55
2027-28	\$60

7. The function of the Curriculum Committee shall be to review literature and current research, write philosophy, goals, objectives, activities and curriculum evaluation procedures, in accordance with the district strategic plan.

8. Any curricular work, as defined above, will be limited to the days indicated in the contract as professional development sessions on either a half day or a whole day. The amount of time allotted to curriculum writing on these days shall not exceed fifteen (15) hours per school year per person. If it does exceed fifteen (15) hours during the school year, the hourly compensation rate will be as follows:

2023-24	\$40
2024-25	\$45
2025-26	\$50
2026-27	\$55
2027-28	\$60

O. Mentors

1. Teachers may elect to be trained as Mentor Teachers provided the teacher(s) participates in the district mentoring training program and follows the district mentoring plan. Any teacher who mentors will be paid by the teacher directly.

P. Certain Teachers Moving, Packing and Unpacking Classrooms

In recognition of the work of packing and unpacking instructional materials to accommodate classroom moves:

1. A teaching staff member that has to pack their room anytime during the school year will be paid thirty-five dollars (\$35) per hour for four (4) hours of time to be submitted for payment on a provided payroll form. Hours worked on this task need not be consecutive; however, it will be for services performed up to and including the last day of school. Hours worked to obtain this payment must be outside of the regular work day.
2. A staff member that has to unpack their room in September as a result of the June packing will be paid thirty-five dollars (\$35) per hour for four (4) hours of time to be submitted for payment on a provided payroll form. Hours worked on this task need not be consecutive, however it will be for services performed from the time the administration authorizes staff to re-enter the buildings to the end of the last full week of the start of school. Hours worked to obtain this payment must be outside of the regular work day.

Article VII

Employment

- A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every teacher assignment.

- B.
1. Whenever possible, tenured employees shall be notified of their contract and salary status for the ensuing year no later than April 1st of the contract year.
 2. The Board agrees to notify a non-tenured employee of his/her contract and salary status by April 30th of the contract year. In the event no decision has been reached for a non-tenured employee by that date, he/she will be so notified.
 3. Credit up to the final step of any salary level on any employee's salary schedule may be given for previous outside employee experience in a duly accredited school upon employment in accordance with the attached salary guides. Additional credit for military experience, shall be granted for up to four (4) years.
- C. Employees will be required to give sixty (60) days' notice of intent to leave employment.

Article VIII

Salaries

- A. Salary Guide shall be mutually developed. Salary increases shall be inclusive of increment and shall be:

2023-24	4.5%
2024-25	4.5%
2025-26	3.5%
2026-27	3.5%
2027-28	3.5%

The salaries of all employees covered by this Agreement are set forth in the attached salary guides, which are attached hereto and made a part hereof.

1. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their checks on the last working day, whenever possible.
2. Employees who are employed for ten months shall receive their final checks on the last working day in June, whenever possible. Employees hired after February 1st will not be entitled to a step increment the following school year. If the next school year does not involve an increment, the employee will be eligible for whatever raise is given.

Article IX

Employee Assignment

- A. Whenever possible, teachers shall not be assigned outside the scope of their certificate and/or major and minor fields of study.

- B. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the prevailing rate per mile for all driving done after arrival at the first location at the beginning of their workday.

Article X

Transfers, Reassignments and Promotions

- A.
1. Throughout the calendar year, the Superintendent shall post at the sign-in/sign-out locations, in all faculty rooms and on the district website a list of any employee positions which shall occur.
 2. Employees who wish to be considered for these openings shall, within one (1) week after a vacancy has been posted, make their interest known to the Superintendent in writing.
 3. The Superintendent shall notify all applicants of the action taken on their applications as soon as reasonably possible after a decision has been reached.
- B.
1. Except in cases of emergency and/or in cases where a vacancy must be filled immediately, the Superintendent shall post at sign-in/sign-out locations, in all faculty rooms, and on the district website, vacancies as they occur which must be filled. Applications for these positions shall be submitted in accordance with the procedure established in Paragraph "A" above. Applicants shall be notified of the action taken on their applications as soon as reasonably possible after a decision has been reached.
 2. Any employee who wishes to be transferred or otherwise reassigned to a position for which no vacancy notice has been posted may file a written statement of such desire with the Superintendent. Said statement may be filed at any time during the school year and the request shall remain under consideration for the balance of that school year. Statements of request for transfers or reassignments should include the grade and/or subject to which the employee desires to be assigned, and the school or schools to which he/she desires to be transferred, in order of preference.
 3. The Board agrees to give due consideration to the professional background and attainments of all applicants under this Article.

C. **Custodian/Maintenance**

1. **Probationary** – Custodian/Maintenance employees shall, at the time of their initial hire by the Board of Education, serve a ninety (90) day probationary period, during which time they shall not have access to the contractual grievance procedure and their

employment, upon notice, may be terminated by the Board for any reason whatsoever.

2. **Transfers** – The Board has the right to transfer Custodian/Maintenance employees from shift to shift and building to building as the need arises. Whenever possible, an employee shall be given at least two (2) weeks' notice of transfer and/or reassignment except in cases of emergency.

D. Evaluations - Teachers

1. Each non-tenure teacher shall be observed and evaluated in accordance with the provisions of N.J.S.A. 18A:27-3.1 (L. 1975, c. 132) and its implementing administrative regulations as they may be amended from time to time.
2. The classroom observations shall be performed by persons certified as supervisors, directors, vice principals, or principal by the State of New Jersey Department of Education and their names shall be given to employees at the beginning of the school year.
3. The result of each classroom observation shall be in writing and a copy of same given to the teacher involved within at least ten (10) work days of the observation and at least one (1) day before the required conference to discuss it.
4. The teacher involved shall have the right to make a written rebuttal of any such report provided the rebuttal is submitted within fifteen (15) work days of receipt by the teacher of the report.
5. The teacher involved shall sign the report. The signature shall indicate only an awareness of the report and does not indicate agreement with its content.
6. The observation report shall not be submitted to the Central Office or be placed in the teacher's file until after a conference has been scheduled and held with the teacher to discuss it, provided that if a conference is postponed by the teacher on more than one occasion without good cause, the observation report may nonetheless be placed in the teacher's personnel file.
7. The final evaluation of a teaching staff member shall be concluded before severance and no document or materials of any evaluative nature shall be placed in the teacher's personnel file after severance of the employment relationship.

E. Evaluations – Secretary, Teacher Assistant, Custodian/Maintenance

1. Evaluation of all secretaries, teacher assistants and custodian/maintenance employees will be conducted at least once a

year. A written copy of any evaluation will be given to the employee being evaluated.

2. Any employee who receives a written evaluation shall be entitled to receive a copy of that evaluation and shall be required to sign the evaluation. An employee's signature on an evaluation shall not be construed as acceptance of the evaluation or agreement to its terms but only an indicator of receipt. An employee shall be provided the opportunity to attach his/her written comments to any evaluation report before it is placed in the employee's personnel file.
- F. Teacher Assistants' evaluations shall be conducted at least once a year and the annual performance review will be completed by May 15th.

Article XI

Employee Facilities

- A. The following facilities shall be provided:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. A serviceable desk and chair for the use of each teacher.
 3. Adequate and free off-street parking facilities will be supplied where possible.
 4. A dictionary in each classroom.
- B. Where possible, and to the extent that facilities and other relevant conditions permit, the Board agrees to provide the following facilities:
1. A faculty lounge and work area. This room shall be appropriately furnished in a manner consistent with its dual purpose, and shall be reserved, during school hours, for the exclusive use of employees.
 2. Copies exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- C. The Board agrees that the Association shall have the right to arrange for the installation of vending machines, with the approval of the building principal, in each faculty lounge, provided the Association assumes complete financial and management responsibilities. Responsibility for such facilities, should they be installed, shall rest solely with the Freehold Borough Education Association.

Article XII

Educational Council

- A.** A joint educational council, consisting of two (2) representatives of the Association and two (2) representatives appointed or approved by the Board of Education shall be established. The Council shall meet upon request of either party to review and discuss current school concerns, programs and practices, as well as other items of mutual concern.
- B.** The primary function of the Educational Council shall be to recommend for Board consideration, the establishment of policies and practices pertinent to the items suggested in Paragraph "A" above. In preparing their recommendations for Board consideration, the Council shall provide for majority and minority reports, if any, pertaining to its recommendations.
- C.** Nothing in this Article shall be interpreted to prevent the Educational Council from consulting or adding to its number such employees, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

Article XIII

Sick Leave

- A.** All 10 month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. All 12 month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Article XIV

Temporary Leaves of Absence

- A.** Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

 - 1.** Three (3) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the applicant's Principal or other immediate superior for personal leave shall be made at least ten (10) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. On each work day the Superintendent shall approve on a first come first serve basis no more than 3 personal days for certificated staff and no more than

3 personal days for non-certificated staff. Emergency days require documentation.

- a. Personal leave under this policy may not be taken before or after a holiday except in an emergency or in extenuating circumstances. The Superintendent shall have sole discretion to grant a personal day before or after holidays for reasons of emergencies or extenuating circumstances.
 - b. Personal leave under this policy may not be taken on consecutive days without the employee's stating in writing the reason for same and securing approval from the Principal and the Superintendent.
 - c. Unused personal days shall convert to sick days for certificated staff. Secretaries and teacher's assistants, at their discretion, may convert unused personal days to sick days or be paid at the daily rate for each unused day. Custodians shall be paid at their daily rate of pay for each unused personal day. Payment will be made in July for the previous year.
2. Up to five (5) consecutive work days, including the day of interment or cremation, at any one time in the event of death of applicant's spouse, domestic partner, child, stillbirth, miscarriage, step-child, foster-child, parent, step-parent, foster parent, brother, sister, step-sibling, grandparent, grandchild, or any other member of the immediate household; three (3) consecutive work days in the event of death of an applicant's brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law; and two (2) consecutive work days in the event of death of an applicant's aunt or uncle, niece or nephew.
 3. Other leaves of absence, with pay, may be granted by the Board for good reason.
 4. Leaves taken pursuant to Section "A" above shall be in addition to any sick leave to which the applicant is entitled.

Article XV

Extended Leaves of Absence

A. 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 as provided by law. Upon return from military leave, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have

achieved if he/she had not been absent. Time spent on military leave shall not, however, count toward the fulfillment of the time requirements for acquiring tenure in any position.

B. Maternity Leave

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities as set forth in the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).
2. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work (typically thirty (30) calendar days before and thirty (30) calendar days after the employee's due date). Within each thirty (30)-day period, the employee is entitled to use twenty (20) paid sick leave days provided that many days are accumulated. The employee may be entitled to use more paid sick leave days for a longer period of time if a physician certifies that the employee is disabled from working for a longer period of time. The employee may choose to work closer to the due date or return to work sooner if the employee is medically able and wishes to do so.
3. The child care phase is defined as that period of time selected by the employee that follows the disability phase. This phase begins when the employee is no longer medically disabled but wishes to remain out of work to care for and bond with the new child.

a. Disability Phase:

Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth must apply to the Board. At the time of application, which shall be made with sixty (60) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board.

b. Child Care Phase:

Where the requested leave dates are beyond the period of disability associated with pregnancy and are for child

care purposes as defined above, the employee shall be granted, at his or her discretion, a leave for (a) the balance of the school year in which the birth occurred (unless the period of NJFLA is the only child care leave requested, in which case the leave will be granted for that time allowed by NJFLA regardless of when it ends during the year), or (b) the balance of the school year in which the birth occurred and the entire following school year. The intent to return to employment must be presented in writing to the Superintendent by February 1st of the calendar year of the intended return. Any further extensions of child care leave shall be discretionary with the Board. The Board need not grant or extend the leave of absence of any non-tenured applicant beyond the end of the contract school year in which leave is obtained. (c) After termination of either the FMLA or NJFLA, health benefits are no longer paid by the Board. The employee has the option to purchase the insurance at the Board's group rate under COBRA. (d) It is the employee's responsibility to apply to the State of New Jersey for benefits under the New Jersey Family Leave Insurance Law (also known as paid family leave) enacted July 1, 2009. To apply for these payments, the employee must give the Board thirty (30) days advance notice and must apply to the State of New Jersey writing thirty (30) days after the family leave begins.

4. Any person returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure, or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any employee, after the birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties. Employees are permitted to return to work from an extended leave of absence at any time other than two weeks prior to Winter or Spring Recess or after June 1st, unless exercising the allowed benefits under FMLA of NJFLA.

C. Sabbatical Leave

1. Sabbatical leave without pay shall be granted to any tenured teaching employee of the Board for study, including study in another educational area of specialization, for travel that would improve the employee's skills, or for other reasons of value to the school system.
2. Sabbatical leave will be granted to no more than four (4) tenured employees during one school year.

Article XVI

Maintenance of Classroom Control and Discipline

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Principal and presented to each employee at the start of each school year.

B. Protection of Employees

The Board agrees that the right to protection as guaranteed by law shall be honored.

Article XVII

Insurance Protection

- A. The Board shall provide all full-time employees and their eligible dependents with health benefits coverage including a prescription drug program. In addition to any co-pays required in the current coverage plans, and to the extent the employee participates in the Board's health insurance plan, the employee shall contribute, through payroll deductions, an amount pursuant to Ch. 78, P.L. 2011 for the costs of health insurance. Employees shall contribute toward their insurance premiums at either the Tier 4 contribution rate as currently set forth in Chapter 78, P.L. 2011 or at the contribution rates required by Chapter 44 P.L. 2020, as appropriate, depending on the plan applicable to the employee.

1. The Employee shall pay \$21.64 per month for ten (10) months per school year, for employee only dental coverage for the duration of this contract. The Board shall contribute the remainder of the dental premium. The plan will have an annual maximum reimbursement of \$1,500. Employees have the option of Family Dental Coverage, for which employees shall contribute \$28.44 per pay period.
2. Effective July 1, 2018, the Association agrees that the base healthcare plan provided by the Board shall change to the

Horizon Direct Access Design 7 – Education 15 Plan, from the current Horizon Direct Access Design 10 Plan.

3. Effective July 1, 2018, the healthcare premium employee contribution shall be in accordance with the following charts:

Single		Family	
\$0-24,999	5.50%	\$0-29,999.99	4.00%
24,999-29,999.99	7.50%	30,000-39,999.99	5.00%
30,000-39,999.99	10.00%	40,000-49,999.99	7.00%
40,000-49,999.99	12.00%	50,000-59,999.99	12.00%
50,000-59,999.99	20.00%	60,000-69,999.99	17.00%
60,000-69,999.99	27.00%	70,000-79,999.99	20.00%
70,000-79,999.99	30.00%	80,000-89,999.99	22.00%
80,000-94,999.99	32.00%	90,000-99,999.99	28.00%
95,000 and over	35.00%	100,000-109,999.99	32.00%
		110,000 and over	35.00%

Two Member	
0-29,999.99	4.50%
30,000-39,999.99	6.00%
40,000-49,999.99	8.00%
50,000-59,999.99	15.00%
60,000-69,999.99	21.00%
70,000-79,999.99	24.00%
80,000-89,999.99	26.00%
90,000-99,999.99	30.00%
100,000 and over	35.00%

- B. The Board may select a carrier of its choice, however, under no circumstances shall benefits be less than those presently in effect.
- C. The Board agrees to request the carrier to provide each covered employee with a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage.
- D. The Board of Education will provide a long-term disability insurance plan for all full-time employees.

E. SECTION 125 PLAN

1. Pursuant to and in accordance with Federal Tax Ruling 213 of the Internal Revenue Code, Regulation 1.105 and N.J.S.A. 54A:6-24, the Freehold Borough Board of Education agrees to herein implement a "Section 125 Plan" benefit protection subject to legal implementation and without any additional cost to the Board. Said plan will be an addendum to the collective bargaining agreement between the parties. The employee may under this plan, elect a cash option to the district health benefits provided the employee certifies in writing to the Board that the

employee is receiving substantially similar benefits from another source.

2. Subject to prevailing law, and district policy, employees may elect to receive a cash payment in lieu of the foregoing health benefits in an amount equal to the lesser of 25% of the annual premium or \$5,000.

The employee must notify the District Board Secretary, in writing, by **September 1st** of the contract year if they are electing this option. Payment shall take place by December 15th and June 15th of the subsequent school year. All payments authorized pursuant to this subparagraph shall be subject to ordinary and regular deductions.

- F. The District shall provide family dental coverage plan through Delta Dental. The employee who elects family dental shall pay half the premium amount and the Board shall pay the other half.
- G. Certified staff who obtain health benefits through the District shall receive the following annual Chapter 78 relief, dependent on the coverage received: (i) Family Plan - \$1,000; (ii) P/C or H/W - \$750; or (iii) single - \$500. Relief shall be provided by check in an aforementioned amount paid on or about June 30th. Payment shall be prorated for any partial school year of employment.

Article XVIII

Payment for Unused Sick Leave at Retirement

- A. Upon retirement, all employees shall be entitled to receive retirement pay based upon accumulated sick leave unused at time of retirement. The amount of pay shall be computed at the rate of the retiring person's pay in the year of retirement. Payment shall be made for one (1) day of every four (4) days for unused and accumulated sick leave.
- B. In the case of an eligible employee's death as designated by the TPAF, their estate shall receive full payment of this benefit as accrued by the employee.
- C. The cap on any amount payable under this article, for the remainder of this contract, shall be the following:

Teachers	\$10,000
Secretaries	\$10,000
Teacher Assistants	\$5,000
Custodian/Maintenance	\$5,000

Article XIX

Tuition Reimbursement

Teachers shall be eligible for tuition reimbursement for graduate courses taken at approved schools. Reimbursement shall be made under the following conditions:

- A.** Application and approval of the courses to be taken must be obtained from the Superintendent of Schools prior to starting the course.
- B.** Courses will not be approved unless they are a part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position.
- C.** All courses eligible for tuition reimbursement must be successfully completed with a grade of "B" or better. All grades must be submitted to the Superintendent by September of the new school year so that reimbursement may be made in a timely fashion. It is understood that no tuition shall be reimbursed by the Board if the applicant is being reimbursed by any other source or agency. Tuition reimbursement will not be higher than the lowest New Jersey State College rate.
- D.** Course programs approved by the Superintendent from July 1, through June 30, will be eligible for reimbursement in September provided the teacher has not resigned their employment in the district. The appropriate state and federal taxes will be withheld as per state and federal regulations. Teachers completing all program requirements will advance in September to the appropriate advanced degree column of the guide upon receipt of the appropriate documentation.
- E.** Tuition reimbursement money will be capped at \$24,141 for the length of this contract. To assure the equitable distribution of funding, this money shall be divided into equal amounts per credit hour for those teachers who successfully fulfill the requirements (grade of "B" or better). It should be noted that this method may result in reimbursement that is not equal to the New Jersey State College rates. Any monies not expended will be added to the tuition reimbursement cap for the next year.
- F.** The tuition reimbursement shall be limited to a maximum of twelve (12) credits for tenured teachers and six (6) credits for non-tenured teachers per year. Grades for course work must be submitted to the Superintendent's office prior to any reimbursement.

Article XX

Reduction in Force

It is understood that in any reduction in force, the Board is bound by the provisions of Title 18A. It is understood that if any reduction in force occurs among teacher assistants, seniority and job performance would be the basis for determining job status.

Article XXI

Fair Dismissal

- A. It is understood that the Board, in making dismissals, is bound by Title 18A and the decisions there under.
- B. The Board shall not discharge, suspend or discipline a permanent custodian/maintenance, or teacher assistant/paraprofessional employee without just cause.

Article XXII

Back to School Night

- A. Teachers agree to attend one (1) Back-to-School Night annually which shall have a duration of no more than two (2) hours, and end no later than 9:00PM. There shall be a district-wide one half (1/2) day schedule on all back-to-school evenings. Teaching Staff and Paraprofessionals may leave at the end of the student day. At its discretion, the Board may designate one school to attend Back-to-School Night from 6:00PM to 8:00PM. This notification will occur through board action prior to the start of the school year.
- B. The night is to be scheduled at the convenience of the Board after consultation with the Association and the date shall be placed in the school calendar.

Article XXIII

Parent/Teacher Conferences

- A. All teachers attend four (4) evenings annually (two during each semester) for parent/teacher conferences. Evening conferences shall be scheduled between the hours of 6:00 PM and 8:30 PM on days designated on the school calendar as parent/teacher conference days.
- B. Two afternoon conferences shall be scheduled annually for two hours each and will be scheduled to start 30 minutes after the end of the shortened student instructional day in each building.

- C. No teacher will be required to remain on site after the last regularly scheduled conference has been completed.
- D. On scheduled conference days, teachers who have evening conferences shall be dismissed 10 minutes after the end of the shortened instructional day. If all the parents of any individual teacher prefer daytime conferences, so that no evening conferences are to be scheduled by administration, then the teacher will remain at school during the day to fulfill that teacher's parent/teacher obligation instead of returning to attend conferences during the evening.
- E. During conference weeks, teacher assistants may leave after students leave campus.

Article XXIV

Representation Fee

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
 - 1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.5.
 - 2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6.
 - 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
 - 4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
 - 5. Any custodian/maintenance employee (due to the probationary period) after his/her first year of Board employment, who does not become a member of the Association, will then be required to pay a representation fee.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees, in accordance with paragraph "D" below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, 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 paychecks:

1. in November, or
2. thirty (30) days after the employee begins his/her employment in a bargaining unit position unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

- D. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency, with regard to or arising from the deduction from the salaries of any employee, of any sum of money as a representation fee under the provisions of this Article.

Article XXV

Management Rights Clause

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
2. to hire all employees, and subject to the provisions of law to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedure in the above areas, the Board will follow said procedures.

3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 5. to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto.
 6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article XXVI

Miscellaneous Provisions

- A. If any provisions 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.
- B. 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.
- C. All costs incurred in the printing of the contract will be paid in full by the Board within thirty (30) days after the Agreement is signed and presented to all employees employed for the coming year.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so at the following addresses:

1. If by Association, to Board at 280 Park Avenue
2. If by Board, to Association at 280 Park Avenue

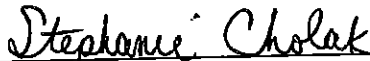
Article XXVII

Duration of Agreement

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2028, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its Negotiations Chairperson and President, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first written above and in the Preamble.

Attest:



President

FREEHOLD BOROUGH EDUCATION ASSOCIATION



Negotiations Chair

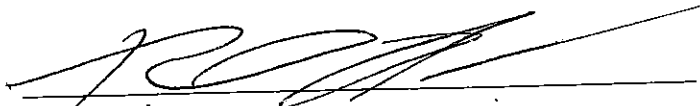
FREEHOLD BOROUGH EDUCATION ASSOCIATION

Attest:



Board Secretary

FREEHOLD BOROUGH BOARD OF EDUCATION



President

FREEHOLD BOROUGH BOARD OF EDUCATION

SALARY GUIDE

BASE YEAR

2022-23 *Freehold Boro Teachers*

Salary Guide			
Step	BA	MA	MA+30
1	53,972	56,388	58,804
2	54,372	56,788	59,204
3	54,872	57,288	59,704
4	55,372	57,788	60,204
5	56,197	58,613	61,029
6	57,872	60,288	62,704
7	59,922	62,338	64,754
8	62,672	65,088	67,504
9	65,947	68,363	70,779
10	69,722	72,138	74,554
11	74,097	76,513	78,929
12	79,747	82,163	84,579
13	87,447	89,863	92,279
\$500 after 15 years; \$500 after 20 years			

YEAR 1

2023-24 *Freehold Boro Teachers*

Salary Guide			
Step	BA	MA	MA+30
1	54,957	57,373	59,789
2	55,357	57,773	60,189
3	55,857	58,273	60,689
4	56,357	58,773	61,189
5	57,182	59,598	62,014
6	58,857	61,273	63,689

7	60,907	63,323	65,739
8	63,657	66,073	68,489
9	66,932	69,348	71,764
10	70,707	73,123	75,539
11	75,082	77,498	79,914
12	80,747	83,163	85,579
13	88,447	90,863	93,279

\$500 after 15 years; \$500 after 20 years

YEAR 2

2024-25

Freehold Boro Teachers

**Salary
Guide**

Step	BA	MA	MA+30
1	56,322	58,738	61,154
2	56,722	59,138	61,554
3	57,222	59,638	62,054
4	57,722	60,138	62,554
5	58,522	60,938	63,354
6	60,197	62,613	65,029
7	62,197	64,613	67,029
8	64,922	67,338	69,754
9	68,197	70,613	73,029
10	71,972	74,388	76,804
11	76,347	78,763	81,179
12	81,997	84,413	86,829
13	89,697	92,113	94,529

\$500 after 15 years; \$500 after 20 years

YEAR 3**2025-26****Freehold Boro Teachers****Salary Guide****Step****BA****MA****MA+30**

1	56,947	59,363	61,779
2	57,347	59,763	62,179
3	57,847	60,263	62,679
4	58,347	60,763	63,179
5	59,147	61,563	63,979
6	60,822	63,238	65,654
7	62,822	65,238	67,654
8	65,547	67,963	70,379
9	68,847	71,263	73,679
10	72,622	75,038	77,454
11	76,997	79,413	81,829
12	82,697	85,113	87,529
13	90,397	92,813	95,229

\$500 after 15 years; \$500 after 20 years**Year 4****2026-27****Freehold Boro Teachers****Salary Guide****Step****BA****MA****MA+30**

1	58,197	60,613	63,029
2	58,597	61,013	63,429
3	59,097	61,513	63,929
4	59,597	62,013	64,429
5	60,097	62,513	64,929
6	61,772	64,188	66,604
7	63,772	66,188	68,604
8	66,497	68,913	71,329

9	69,797	72,213	74,629
10	73,572	75,988	78,404
11	77,947	80,363	82,779
12	83,672	86,088	88,504
13	91,397	93,813	96,229
\$500 after 15 years; \$500 after 20 years			

Year 5

2027-28

Freehold Boro Teachers

**Salary Guide
Step**

BA

MA

MA+30

1	60,222	62,638	65,054
2	60,622	63,038	65,454
3	61,122	63,538	65,954
4	61,622	64,038	66,454
5	62,122	64,538	66,954
6	63,122	65,538	67,954
7	65,122	67,538	69,954
8	67,822	70,238	72,654
9	71,122	73,538	75,954
10	74,822	77,238	79,654
11	79,197	81,613	84,029
12	84,922	87,338	89,754
13	92,622	95,038	97,454

\$500 after 15 years; \$500 after 20 years

BASE YEAR**2022-23*****Freehold Boro Teacher Assistants*****Salary Guide**

Step	ND	BA	MA
1	22,395	23,395	23,895
2	22,695	23,695	24,195
3	22,995	23,995	24,495
4	23,295	24,295	24,795
5	23,795	24,795	25,295
6	24,295	25,295	25,795
7	24,795	25,795	26,295
8	25,695	26,695	27,195
9	26,495	27,495	27,995
10	27,345	28,345	28,845
11	28,245	29,245	29,745
12	29,195	30,195	30,695
13	30,445	31,445	31,945
14	31,730	32,730	33,230

\$300 after 7 years; \$300 after 13 years**YEAR 1****2023-24*****Freehold Boro Teacher Assistants*****Salary Guide**

Step	ND	BA	MA
1	23,630	24,630	25,130
2	23,930	24,930	25,430
3	24,230	25,230	25,730
4	24,530	25,530	26,030
5	25,030	26,030	26,530
6	25,530	26,530	27,030
7	26,030	27,030	27,530
8	26,630	27,630	28,130
9	27,430	28,430	28,930
10	28,280	29,280	29,780
11	29,280	30,280	30,780
12	30,330	31,330	31,830
13	31,580	32,580	33,080
14	32,830	33,830	34,330

\$300 after 7 years; \$300 after 13 years**YEAR 2****2024-25*****Freehold Boro Teacher Assistants*****Salary Guide**

Step	ND	BA	MA
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1	25,170	26,170	26,670
2	25,470	26,470	26,970
3	25,770	26,770	27,270
4	26,070	27,070	27,570
5	26,570	27,570	28,070
6	27,070	28,070	28,570
7	27,570	28,570	29,070
8	28,170	29,170	29,670
9	28,770	29,770	30,270
10	29,620	30,620	31,120
11	30,620	31,620	32,120
12	31,620	32,620	33,120
13	32,830	33,830	34,330
14	34,080	35,080	35,580

\$300 after 7 years; \$300 after 13 years

YEAR 3

2025-26

Freehold Boro Teacher Assistants

Salary Guide Step

	ND	BA	MA
1	26,755	27,755	28,255
2	27,055	28,055	28,555
3	27,355	28,355	28,855
4	27,655	28,655	29,155
5	28,155	29,155	29,655
6	28,655	29,655	30,155
7	29,155	30,155	30,655
8	29,655	30,655	31,155
9	30,255	31,255	31,755
10	30,855	31,855	32,355
11	31,855	32,855	33,355
12	32,855	33,855	34,355
13	34,055	35,055	35,555
14	35,305	36,305	36,805

\$300 after 7 years; \$300 after 13 years

Year 4

2026-27

Freehold Boro Teacher Assistants

Salary Guide Step

	ND	BA	MA
1	28,320	29,320	29,820
2	28,620	29,620	30,120
3	28,920	29,920	30,420
4	29,220	30,220	30,720
5	29,720	30,720	31,220
6	30,220	31,220	31,720
7	30,720	31,720	32,220
8	31,220	32,220	32,720

9	31,820	32,820	33,320
10	32,420	33,420	33,920
11	33,220	34,220	34,720
12	34,220	35,220	35,720
13	35,420	36,420	36,920
14	36,645	37,645	38,145

\$300 after 7 years; \$300 after 13 years

Year 5

2027-28

Freehold Boro Teacher Assistants

Salary Guide

Step	ND	BA	MA
1	29,990	30,990	31,490
2	30,290	31,290	31,790
3	30,590	31,590	32,090
4	30,890	31,890	32,390
5	31,390	32,390	32,890
6	31,890	32,890	33,390
7	32,390	33,390	33,890
8	32,890	33,890	34,390
9	33,490	34,490	34,990
10	34,090	35,090	35,590
11	34,890	35,890	36,390
12	35,690	36,690	37,190
13	36,890	37,890	38,390
14	38,115	39,115	39,615

\$300 after 7 years; \$300 after 13 years

BASE YEAR**2022-23****Freehold Boro
Secretaries****Salary Guide**

Step	10 Mth	12 Mth
1	45,154	54,185
2	45,238	54,285
3	45,321	54,385
4	45,404	54,485
5	45,488	54,585
6	45,571	54,685
7	45,654	54,785
8	45,738	54,885
9	45,821	54,985
10	45,904	55,085
11	46,238	55,485
12	46,613	55,935
13	47,029	56,435
14	47,446	56,935
15	47,863	57,435

\$300 after 7 years; \$300 after 13 years**YEAR 1****2023-24****Freehold Boro
Secretaries****Salary Guide**

Step	10 Mth	12 Mth
1	47,183	56,620
2	47,267	56,720
3	47,350	56,820
4	47,433	56,920
5	47,517	57,020
6	47,600	57,120
7	47,683	57,220
8	47,767	57,320
9	47,850	57,420
10	47,933	57,520
11	48,267	57,920
12	48,633	58,360
13	49,050	58,860
14	49,467	59,360
15	49,883	59,860

\$300 after 7 years; \$300 after 13 years

YEAR 2**2024-25*****Freehold Boro
Secretaries*****Salary Guide**

Step	10 Mth	12 Mth
1	49,300	59,160
2	49,383	59,260
3	49,467	59,360
4	49,550	59,460
5	49,633	59,560
6	49,717	59,660
7	49,800	59,760
8	49,883	59,860
9	49,967	59,960
10	50,050	60,060
11	50,383	60,460
12	50,750	60,900
13	51,167	61,400
14	51,583	61,900
15	52,000	62,400

\$300 after 7 years; \$300 after 13 years**YEAR 3****2025-26*****Freehold Boro
Secretaries*****Salary Guide**

Step	10 Mth	12 Mth
1	51,008	61,210
2	51,092	61,310
3	51,175	61,410
4	51,258	61,510
5	51,342	61,610
6	51,425	61,710
7	51,508	61,810
8	51,592	61,910
9	51,675	62,010
10	51,758	62,110
11	52,092	62,510
12	52,458	62,950
13	52,875	63,450
14	53,292	63,950
15	53,708	64,450

\$300 after 7 years; \$300 after 13 years

Year 4**2026-27****Freehold Boro
Secretaries****Salary Guide**

Step	10 Mth	12 Mth
1	52,796	63,355
2	52,879	63,455
3	52,963	63,555
4	53,046	63,655
5	53,129	63,755
6	53,213	63,855
7	53,296	63,955
8	53,379	64,055
9	53,463	64,155
10	53,546	64,255
11	53,879	64,655
12	54,213	65,055
13	54,625	65,550
14	55,042	66,050
15	55,458	66,550

\$300 after 7 years; \$300 after 13 years**Year 5****2027-28****Freehold Boro
Secretaries****Salary Guide**

Step	10 Mth	12 Mth
1	54,667	65,600
2	54,750	65,700
3	54,833	65,800
4	54,917	65,900
5	55,000	66,000
6	55,083	66,100
7	55,167	66,200
8	55,250	66,300
9	55,333	66,400
10	55,417	66,500
11	55,750	66,900
12	56,083	67,300
13	56,500	67,800
14	56,917	68,300
15	57,333	68,800

\$300 after 7 years; \$300 after 13 years

BASE YEAR**2022-23***Freehold Boro
Maintenance***Salary Guide****Step****Maint**

1	44,725
2	44,825
3	44,925
4	45,025
5	45,125
6	45,425
7	45,925
8	46,425
9	46,925
10	47,425
11	47,925

\$450 after 7 years; \$450 after 13 years**YEAR 1****2023-24***Freehold Boro
Maintenance***Salary Guide****Step****Maint**

1	46,360
2	46,460
3	46,560
4	46,660
5	46,760
6	47,060
7	47,560
8	48,060
9	48,560
10	49,060
11	49,560

\$450 after 7 years; \$450 after 13 years**YEAR 2****2024-25***Freehold Boro Maintenance***Salary Guide****Step****Maint**

1	48,590
2	48,690
3	48,790
4	48,890

5	48,990
6	49,290
7	49,790
8	50,290
9	50,790
10	51,290
11	51,790

\$450 after 7 years; \$450 after 13 years

YEAR 3

2025-26 Freehold Boro Maintenance

Salary Guide Step	Maint
1	50,405
2	50,505
3	50,605
4	50,705
5	50,805
6	51,105
7	51,605
8	52,105
9	52,605
10	53,105
11	53,605

\$450 after 7 years; \$450 after 13 years

Year 4

2026-27 Freehold Boro Maintenance

Salary Guide Step	Maint
1	52,280
2	52,380
3	52,480
4	52,580
5	52,680
6	52,980
7	53,480
8	53,980
9	54,480
10	54,980
11	55,480

\$450 after 7 years; \$450 after 13 years

Year 5**2027-28****Freehold Boro Maintenance****Salary Guide****Step****Maint**

1	54,220
2	54,320
3	54,420
4	54,520
5	54,620
6	54,920
7	55,420
8	55,920
9	56,420
10	56,920
11	57,420

\$450 after 7 years; \$450 after 13 years

BASE YEAR**2022-23****Freehold Boro Custodians****Salary Guide****Step****Cust**

1	28,905
2	29,005
3	29,105
4	29,605
5	30,605
6	31,755
7	33,005
8	34,355
9	35,805
10	37,305
11	39,105
12	41,020
13	42,970
14	44,995
15	47,445

\$450 after 7 years; \$450 after 13 years**YEAR 1****2023-24****Freehold Boro Custodians****Salary Guide****Step****Cust**

1	30,305
2	30,405
3	30,505
4	31,005
5	32,005
6	33,155
7	34,405
8	35,755
9	37,205
10	38,705
11	40,505
12	42,405
13	44,355
14	46,395
15	48,845

\$450 after 7 years; \$450 after 13 years

YEAR 2**2024-25****Freehold Boro Custodians****Salary Guide****Step****Cust**

1	31,890
2	31,990
3	32,090
4	32,590
5	33,590
6	34,740
7	35,990
8	37,340
9	38,790
10	40,320
11	42,120
12	44,020
13	45,970
14	48,020
15	50,370

\$450 after 7 years; \$450 after 13 years**YEAR 3****2025-26****Freehold Boro Custodians****Salary Guide****Step****Cust**

1	33,730
2	33,830
3	33,930
4	34,430
5	34,930
6	36,080
7	37,330
8	38,680
9	40,130
10	41,645
11	43,445
12	45,345
13	47,295
14	49,345
15	51,695

\$450 after 7 years; \$450 after 13 years

Year 4**2026-27****Freehold Boro Custodians****Salary Guide****Step****Cust**

1	35,670
2	35,770
3	35,870
4	36,370
5	36,870
6	37,370
7	38,620
8	39,970
9	41,420
10	42,970
11	44,770
12	46,670
13	48,620
14	50,670
15	52,995

\$450 after 7 years; \$450 after 13 years**Year 5****2027-28****Freehold Boro Custodians****Salary Guide****Step****Cust**

1	37,720
2	37,820
3	37,920
4	38,420
5	38,920
6	39,420
7	39,920
8	41,270
9	42,720
10	44,270
11	46,070
12	47,970
13	49,920
14	51,970
15	54,295

\$450 after 7 years; \$450 after 13 years

x. Approve the following sidebar agreement with the Freehold Borough Education Association:

WHEREAS, the Freehold Borough Board of Education (the Board) and the Freehold Borough Education Association (the Association) have previously entered into a Collective Bargaining Agreement covering the period of July 1, 2023 through June 30, 2028 (the CBA); and

WHEREAS, at its meeting on August 21, 2023 the Board, upon the recommendation of the Interim Superintendent (the Administration), appointed individuals to cover extra duties, including lunch, before care, and breakfast duty, for all three schools in the district for the 2023-2024 school year; and

WHEREAS, on September 12, 2023 the Association leadership challenged the use of individuals from the Association's secretarial unit to fill these positions citing Article VI D and F, noting that before care, breakfast duty and lunch duty were designated only for Teachers and Teachers Assistants, and that secretarial personnel could not be used for these positions; and

WHEREAS, in response, Administration countered that Secretarial personnel have been used as substitutes for these duties without Association objection going back to January 18, 2022 and that for the 2023-2024 school year, after proper posting for the positions, and when insufficient number of Teachers and Teachers Assistants applied for these positions, then Secretarial personnel were appointed, consistent with their past use as substitutes, in order that the district could fulfill the district's obligation to provide the necessary coverage of students; and

WHEREAS, in subsequent discussion between the Association leadership and Administration the Association contended that the use of Secretarial personnel to cover lunch duty was mute as the district already had the authority to mandate non-volunteer Teachers to cover lunch, as outlined in Article VI F, and that for before care and breakfast duty, where the district cannot compel non-voluntary assignments, that the Association was willing to engage in new agreed procedures to address this particular situation; and

WHEREAS, it is the mutual desire of the Association, Administration, and the Board to resolve this dispute amicably without risking further delay, grievances, and any expenses of arbitration; and

WHEREAS, the Association leadership and Administration have come to a conceptual compromise of the competing points that meets the needs of all parties; now

THEREFORE BE IT RESOLVED, that the Board and the Association do enter into a sidebar agreement effective with the signing of this agreement, that includes three additional language insertions into the CBA, including:

- 1) Article VI D Before Care and Breakfast Duty: An additional sentence will be added as item 3. *"The district will establish a pool of substitutes for this duty from available district personnel; however, when assigning substitutes, those who are Teachers or Teacher Aides will be asked to fill open positions before any other substitutes from the district. If sufficient Teachers and Teacher Aides are not available for initial appointment to the permanent position, then any individual from the wider substitute list can be used."*
- 2) Article VI E After School Duty: Insert a second sentence that reads: *"The district will establish a pool of substitutes for this duty from available district personnel; however, when assigning*

BOE Approved 9/26/23

substitutes, those who are Teachers or Teacher Aides will be asked to fill open positions before any other substitutes from the district. If sufficient Teachers and Teacher Aides are not available for initial appointment to the permanent position, then any individual from the wider substitute list can be used."

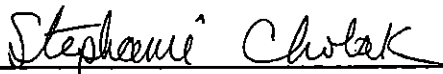
- 3) Article VI F Lunch Duty: Insert a new sentence at the beginning of paragraph Article VI F (2) that reads: *"The Administration will only use substitutes for this duty that are Teachers and Teacher Aides."*

BE IT FURTHER RESOLVED, that this sidebar agreement will be incorporated into the successor CBA with no other provisions of the CBA being impacted; and

BE IT FURTHER RESOLVED, that to amicably resolve the status of the three secretarial personnel who have been assigned to these permanent duties prompting the current disagreement, these three individuals will be allowed to continue in their duties for the 2023-2024 school year but will not be able to continue in subsequent school years, consistent with the provisions of the CBA and this sidebar agreement. If their positions become vacant in 2023-2024, the positions will be filled as outlined in the CBA and this sidebar agreement; and

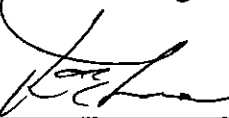
BE IT FURTHER RESOLVED, upon the ratification of the sidebar agreement, all issues growing from this issued will be considered resolved.

Attest:



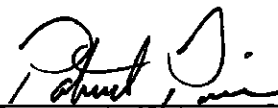
President

Freehold Borough Education Association



Negotiations Chair

Freehold Borough Education Association



Board Secretary

Freehold Borough Board of Education



President

Freehold Borough Board of Education

1. Approve the following updated sidebar agreement with the Freehold Borough Education Association:

WHEREAS, the Freehold Borough Board of Education (the Board) and the Freehold Borough Education Association (the Association) have previously entered into a Collective Bargaining Agreement covering the period of July 1, 2023 through June 30, 2028 (the CBA); and

WHEREAS, the Board and the Association have previously entered into a sidebar agreement to update the CBA (Board Agenda 9/26/23, Administration, Item #1) as relates to the assignment of extra duties including before care, breakfast duties, lunch duties and after school duties; and

WHEREAS, upon further consideration, it is deemed mutually beneficial by the Board and the Association to further modify the sidebar agreement to make it yet more specific in the assignment of said duties; now

THEREFORE, BE IT RESOLVED, that the Board and the Association do restate and reaffirm the sidebar agreement of 9/26/23 and the provisions listed below, but do also insert additional verbiage (highlighted in bold), which shall become effective with the signing of this agreement.

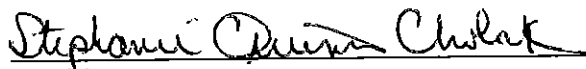
- 1) Article VI D Before Care and Breakfast Duty: An additional sentence will be added as item 3. "The district will establish a pool of substitutes for this duty from available district personnel; however, when assigning substitutes, those who are Teachers or Teacher Aides **recognized in the CBA and not subject to performance concerns** will be asked to fill open positions before any other substitutes from the district. If sufficient Teachers and Teacher Aides are not available for initial appointment to the permanent position, then any individual from the wider substitute list can be used."
- 2) Article VI E After School Duty: Insert a second sentence that reads: "The district will establish a pool of substitutes for this duty from available district personnel; however, when assigning substitutes, those who are Teachers or Teacher Aides **recognized in the CBA and not subject to performance concerns** will be asked to fill open positions before any other substitutes from the district. If sufficient Teachers and Teacher Aides are not available for initial appointment to the permanent position, then any individual from the wider substitute list can be used."
- 3) Article VI F Lunch Duty: Insert a new sentence at the beginning of paragraph Article VI F (2) that reads: "*The Administration will only use substitutes for this duty that are Teachers and Teacher Aides **recognized in the CBA.***"

BE IT FURTHER RESOLVED, that this updated sidebar agreement will be incorporated into the successor CBA with no other provisions of the CBA being impacted; and

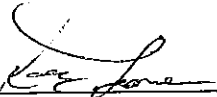
BE IT FURTHER RESOLVED, upon the ratification of the sidebar agreement, all issues growing from this issue will be considered resolved.

BOE Approved 11/20/23

Attest:



President
Freehold Borough Education Association



Negotiations Chair
Freehold Borough Education Association



Board Secretary
Freehold Borough Board of Education



President
Freehold Borough Board of Education

