

SETTLEMENT AGREEMENT

This Settlement Agreement by and between the

FRANKLIN LAKES BOARD OF EDUCATION,
(hereinafter referred to as the "Board")

AND

the FRANKLIN LAKES EDUCATION ASSOCIATION,
(hereinafter referred to as the
"Association")

WITNESSETH

WHEREAS, it is recognized that the Association is the sole bargaining representative for teachers, instructional aides and secretaries employed by the Board; and

WHEREAS, the Board and the Association are parties to a Collective Negotiations Agreement for school years 2017-2018 through 2020-2021(hereinafter referred to as the "CNA"); and

WHEREAS, on or about November 19, 2019, the Association filed a grievance alleging that the Administration's decision to charge Employee No. 826169564 sick days rather than administrative leave days for the period from October 10 through October 24, 2019, violates Article XVII(A) and (D) of the CNA (hereinafter referred to as Grievance No. 1); and

WHEREAS, on or about November 25, 2019 the Interim Superintendent denied Grievance No. 1 on the basis that the

teacher did not meet the requirements of Board policy to return to her teaching responsibilities; and

WHEREAS, the Association has filed an appeal of the Interim Superintendent's decision in Grievance No. 1 to the Board; and

WHEREAS, on or about December 4, 2019, the Association filed a grievance alleging that the Administration violated the CNA when it denied advancement for two (2) teachers to the next step on the 2019-2020 salary guide because the teachers did not complete five (5) months of service in the prior school year (hereinafter referred to as "Grievance No. 2"); and

WHEREAS, on or about December 4, 2019 the Interim Superintendent denied Grievance No. 2 on the basis that ten (10) month employees must complete at least five (5) months of service in the prior school year to be eligible for step movement on the salary guide in the next subsequent school year; and

WHEREAS, the Board and the Association have reached a voluntary settlement of Grievances Nos. 1 and 2, the terms of which have been memorialized in this Settlement Agreement.

NOW THEREFORE, in consideration of the aforementioned mutual premises and promises and in exchange for the consideration more particularly set forth below, the parties hereby agree as follows:

1. Regarding Grievance No. 1, the Board shall restore eleven (11) sick days to Employee No. 82616954 for the period from October 10, 2019 through October 24, 2019. Restoration of sick

days constitutes a settlement of the disputed claims and shall not be used by the Association or any person covered by the parties' CNA in connection with a future dispute or litigation between the parties. The decision to restore sick days shall not be used as a precedent or constitute a basis upon which a past practice is alleged to exist.

2. Regarding Grievance No. 2, it is hereby acknowledged and agreed by the parties that ten (10) month employees must complete a minimum of five (5) months of service in the previous school year to be eligible for step movement in the next subsequent school year.

3. The Association shall withdraw Grievance Nos. 1 and 2 with prejudice.

4. This Settlement Agreement is the compromise of disputed claims and shall never be treated as an admission of liability by either party for any purpose.

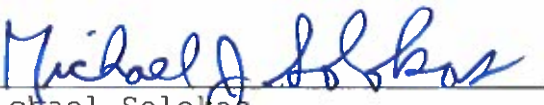
5. The undersigned representatives of the Board hereby acknowledge that they have been duly authorized by the Board to sign this Settlement Agreement and bind the Board to its terms.

6. All terms of this Settlement Agreement are deemed material. This document may not be altered, amended, modified or revoked, except by an instrument executed in writing by the parties.

7. This Settlement Agreement shall be subject to the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year set forth below.

WITNESS:


Michael Solokas
Business Administrator/
Board Secretary

DATED: 2/27/2020

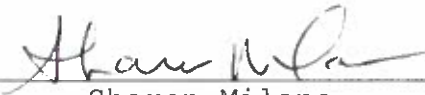
FRANKLIN LAKES BOARD
OF EDUCATION

BY: 
Joseph L. Rosano
Board President

DATED: 2/27/2020

WITNESS:

FRANKLIN LAKES EDUCATION
ASSOCIATION


Sharon Milano
Association President

Dated: _____

Dated: 2/27/2020