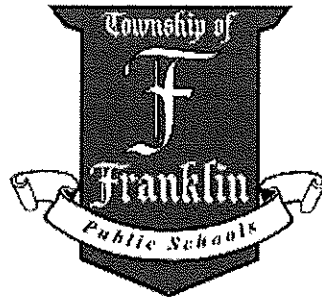


NEGOTIATED AGREEMENT
between

**TOWNSHIP OF FRANKLIN
BOARD OF EDUCATION**



**TOWNSHIP OF FRANKLIN
PRINCIPALS AND SUPERVISORS ASSOCIATION
(TFPSA)**

JULY 1, 2020 – JUNE 30, 2023

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PREAMBLE

This Agreement entered into this day, June 22, 2020 by and between the Board of Education of the Township of Franklin, New Jersey, hereinafter called the Board, and the Township of Franklin Principals' and Supervisors' Association, hereinafter called the Association."

WITNESSETH

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

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

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

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

ARTICLE 1 - RECOGNITION

- A. The "Board" hereby recognizes the "Association" as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all full time certified professional personnel who qualify for the Teachers' Pension and Annuity Fund, whether under contract or an approved leave. However, all certified positions which require any of the following certificates comprise "Association" representation:
- 1 Principal
 - 2 Director
 - 3 Supervisor
- B. All employees represented by the "Association" in accordance with Article 1. A. shall hereinafter be referred to as "administrators"

ARTICLE 2 - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with (Chapter 123 Public Laws 1974) in a good-faith effort to reach agreement on all matters concerning the terms and conditions of administrator's employment. Such negotiations shall not begin prior to October 15th of the calendar year preceding the calendar year in which this Agreement expires. The negotiating team of the Board and Association have authority to reach a tentative agreement subject to full ratification by each respective party. Any Agreement so ratified shall apply to all administrators, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection specific records and data of the Township of Franklin School District as requested by the Association. As soon as compiled each year, the "Board" shall provide the "Association" with a complete tentative budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and counter proposals in the course of negotiations.
- D.
 - 1. Representatives of the Board and the Association's negotiating committee may meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the administrators involved are free from professional responsibilities, unless otherwise agreed.
- E. During the term of Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 -GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an administrator or the Association based upon the interpretation, application, or violation of this negotiated agreement, board policies or administrative decisions affecting the terms and conditions of employment.

2. Aggrieved Person

Aggrieved person is defined as the administrator and/or Association making the claim.

3. Definition of Days

Days as referred in this agreement shall mean school attendance days, except as specifically referenced as calendar days.

4. Immediate Supervisor

The Superintendent as he/she is the person primarily responsible for the evaluation of the employee during the current school year with the exception of the instructional supervisor (Curriculum and Instruction Supervisor).

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. a. Time Limits

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

b. A grievance to be considered must be initiated by the aggrieved person within fifteen (15) workdays from the alleged grievance.

2. Year End Grievances

Specific for 10 – month administrators, in the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Immediate Supervisor

The aggrieved person shall submit claim in writing on the approved form to his/her immediate supervisor. The date of grievance filing shall be the date received by the immediate supervisor. Should the grievance seek such relief that the immediate supervisor does not have the authority to grant, as determined at the discretion of the Superintendent, the grievance procedure shall begin at Level Two.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the superintendent, he may within five (5) days after a decision by the superintendent or ten (10) days after the grievance was delivered to the superintendent, whichever is sooner, present the grievance to the Board for a hearing.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-seven (37) calendar days after his grievance was delivered to the Board of Education, he may, within five (5) days after a decision by the Board of Education, or forty-two (42) calendar days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request of the aggrieved person. The only grievances which may be arbitrated are those alleging that there has been a violation of the express written terms of this agreement.
- b. Grievances over statutory and regulatory terms and conditions of employment may be appealed to the appropriate agency.
- c. Grievances alleging a violation of board policies or administrative decisions affecting terms and conditions of employment shall terminate upon the rendering of the Board decision at Level Three.
- d. Grievances alleging a violation of the express written terms of this negotiated agreement may be submitted to binding arbitration.
- e. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of board policies or administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.
- f. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- g. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and

shall be submitted to the Board and the Association and shall be final and binding on the parties.

- h. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

7. The term grievance shall not apply to the following:

- a. Any matter for which a review is prescribed by law.
- b. Any rule or regulation of the State Commissioner of Education.
- c. Any matter which according to law is beyond the scope of board authority.
- d. A complaint by any non-tenure administrator who is not being re-employed.
- e. A complaint by any certified personnel occasioned by appointment or lack of appointment to retention in office for which tenure is either not possible or not required.

D. Rights of Administrators to Representation

1. Administrator and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by the Superintendent against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing and a copy given to the aggrieved. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C. Paragraph (6) of this ARTICLE.

2. Forms

Forms of filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 4 -ADMINISTRATORS' RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, a collective negotiations with the Board, of his institution of and grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School Laws.
- C. No administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Nothing in this Article is intended to impair counseling that normally takes place between an administrator and the Superintendent. However, whenever the Supervisor or Superintendent requires a meeting with an administrator concerning that administrator's dismissal, salary, or transfer: (1) The administrator shall be given at least two days' notice of the meeting and the reason for holding the meeting; and (2) The administrator shall be entitled to have a TFPSA representative present at the meeting. Should the TFPSA representative be present, the meeting shall take place at a mutually convenient time. The Supervisor or Superintendent is entitled to notify the administrator of the meeting topic at the time of initial meeting notification.

ARTICLE 5 -ADMINISTRATOR ASSIGNMENT

- A.
 - 1. All administrators shall be given written notice of their tentative assignments by June 30.
 - 2. In the event that changes in such assignments or building assignments are proposed after June 30, any administrator affected shall be notified by the Superintendent in writing.
- B. Definitions shall be as follows:
 - 1. Assignment is defined as location and student group to be served.
 - 2. Transfer is defined as a change from one building to another with a possible change in assignment.
 - 3. Vacancy is defined as an unoccupied present position which exists after present staff transfers and/or reassignments have been made.
 - 4. New position is defined as one which increases the current number of administrative positions in the district or which requires additional certification beyond a standard Principal and /or Supervisor certificate.
- C. Administrators desiring a change of assignment for the following school year should submit a written request for consideration to the Superintendent prior to March 1. Such requests shall be considered prior to the transfer and/or reassignment of any administrator. A request for a change of assignment or transfer shall be considered only for the year immediately following the school year in which it is requested.
- D. In the event a present position becomes vacant or a new position is established, such vacancy or new position will be posted in each school building and copies of the same shall be emailed to the Association President.
- E. All transfers or reassignments shall be at the discretion of the Board. In the event that an administrator objects to a transfer or reassignment, he shall, upon written request, within fifteen (15) calendar days of notification, be afforded the opportunity to meet with the Superintendent. The administrator may have an Association representative present at such meeting.
- F. Administrators who may be required to use their own automobiles in the performance of their duties and administrators who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate (per mile) mandated by the State of New Jersey.

ARTICLE 6 -ADMINISTRATOR EVALUATION

- A.
1. The Board and the Association agree in as much as supervision and evaluation of administrators is a process in which those concerned are equally involved, that the responsibility lies upon the evaluator to see that it is done fairly (as per Board Policy No. 3223 and 3224). Evaluations will be conducted in accordance with the law.
 2. The administrator shall have the right, upon request, to review the content of his/her personnel file. The personnel file must be reviewed with the Superintendent or a Superintendent appointed alternate.
 3. Whenever a file is reviewed, all parties present must sign and date it. Such signatures indicate that the parties have examined the contents of the file.
 4. Within ten (10) working days of notification, an administrator shall have the right to submit a written response to any information placed in his/her personnel file. Such response shall be filed in the personnel file.
 5. All information in the file, reviews and reports to the superintendent, shall be kept in utmost confidence.
- B. Administrators shall be given a duplicate copy (paper or electronic copy) of an evaluation report. No such report shall be submitted to the central office or placed in an administrator's file without prior conference. (At such time, the administrator shall sign the evaluation and at his or her option, submit a written response.) Should an administrator fail to keep an evaluation conference appointment or refuse to sign such report, the report shall be filed.
- C. Any written complaint regarding an administrator made to the Superintendent by a parent/guardian or student shall be handled pursuant to Board Regulation 9130, Complaint Grievance Procedure. The administrator will be present at each step of the Grievance Procedure and shall be entitled to have a TFPSA representative present, as an observer, at the meeting.

ARTICLE 7-ASSOCIATION RIGHTS

A. Use of School Buildings

The Association shall have the right to use school buildings at all reasonable hours for meetings. Prior approval from the Board Secretary and/or Superintendent shall be obtained.

B. Communications

The Association shall have the right to use the inter-school mail facilities, telecommunications, and electronic devices.

ARTICLE 8-BOARD'S RIGHTS

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, and Chapter 123, Public Laws of 1974:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district for just cause, and to suspend, demote, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district's operations entrusted to them;
- E. To determine the methods, means, and personnel by which such operations are to be conducted; and
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 9 -WORK YEAR / WORK HOURS

A. Calendar

1. Association members shall adhere to the Board of Education approved 12-month employee calendar (12 month employees), unless otherwise specified in the administrator's specific job description (10 month employees).
2. If dictated by the teaching staff/student calendar, the administrators shall work a one session day on the days immediately preceding Thanksgiving, Christmas Eve, and Good Friday.

B. Work Hours

1. While it is understood that defined work day hours for administrators during the regular school year are impractical, it is recognized that work days shall occur Monday through Friday. When attendance at a meeting and/or event is required by the superintendent on either Saturday or Sunday or scheduled non-work day, compensation time will be awarded at an equal rate. Usage of compensation time requires Superintendent approval.
2. Summer Hours
If a four-day summer schedule is approved by the superintendent, full-time (12) twelve month employees' work days shall be (9) Hours per day. An approved leave of absence during a time where a four-day summer schedule is in effect shall be charged at a rate of one and a quarter (1.25) days.

ARTICLE 10-SICK LEAVE

Definition: Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or exclusion due to contagious disease or quarantine.

A. **Accumulative**

12 month administrators shall be entitled to twelve (12) sick leave days each school year as of the first official day actually worked of said school year. 10 month administrators shall be entitled to ten (10) sick leave days each school year as of first official day actually worked of said school year. Administrators that are hired for less than a full school year shall be entitled to sick days on a prorated basis, calculated at one (1) day earned per month. Unused sick days shall be accumulated year to year with no maximum limit.

- B. A per diem rate deduction shall be made for each day's absence after all sick leave days have been exhausted.
- C. No charge against the employee's accumulative leave shall be made for any absence where a deduction is made in his/her salary.
- D. Upon three (3) or more consecutive school days of absence due to personal illness, the employee shall submit a doctor's certificate regarding the absence which will be presented to the employee's immediate supervisor upon the day of returning to work. In accordance with policy 3432, the board, at its discretion may require a doctor's note for an employee's absence.
- E. All absence due to sickness shall be reported using procedures set forth by the Superintendent.

ARTICLE 11-TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each year.

- A. The Board of Education shall grant a temporary leave of absence to any full time employee as indicated below. Administrators that are hired for less than a full school year shall be granted days on a prorated basis as determined by the Superintendent.
1. **Personal Leave-** Three (3) days maximum for religious, legal, household, family illness, (mother, father, spouse, child) or family matters which cannot be conducted outside the normal work day. Application to the immediate supervisor shall be made at least three (3) school days in advance and receive Superintendent approval before the commencement of the requested leave except for family illness or an emergency approved by the Superintendent. Personal days will not be granted on the first ten or last ten days of school, or on days immediately preceding or following a holiday or scheduled school recess except as approved by the Superintendent prior to the use of the personal day. A maximum of two (2) personal leave days may be taken on consecutive work days. Unused personal

leave days shall be converted to sick days and be added to the employees accumulated sick leave total.

2. **Vacation Leave** –Twelve-month administrators shall be entitled to Twenty-four (24) vacation days per school year with a maximum of “banked” vacation days not to exceed forty-eight (48). Ten-month administrators shall be entitled to fifteen (15) vacation days per school year, with a maximum “banked” vacation days not to exceed thirty (30). Vacation days will automatically roll – over to the following school year. On July 1 following the employee’s initial employment date, vacation days earned will be prorated to reflect July 1 as the anniversary date for vacation accrual. All subsequent vacation accrual shall become available on the respective July 1. Annual vacation shall be earned at the rate of 24 days per year (12-month employees), exclusive of holiday and professional development breaks congruent with the teacher’s work calendar. Administrators hired after July 1st will earn pro-rated vacation time to be used after July 1st of the following year. Vacation days shall be earned at a rate of 2 days per month for 12 month employees and 1.5 days per month for 10-month employees. Upon Superintendent’s approval, a first year administrator shall be permitted to use up to five vacation days during the first year of service. Days used will be deducted from the vacation day total earned at the completion of the first full year. The Superintendent’s decision is final and is not subject to the grievance procedure. Upon terminating employment from the Township of Franklin School District, the administrator shall be paid per diem at the time of severance from the system for unused vacation days up to a maximum forty-eight (48) days for 12 month employees and thirty (30) for 10 month employees. Members who die before their contract period is complete shall have payment for their unused vacation days earned payable to their estate based on the year of accrual.
3. **Bereavement Family** - Three (3) days maximum per occurrence may be used for death of a member of the employee's family including: mother-in-law, father-in-law, grandparent, grandchild, step-relative, or any relative of the employee who has lived within the same household as the employee during the last two years or more. For each occurrence, these days shall be used within ten (10) calendar days following the first bereavement day. Unused bereavement days shall not accumulate.
4. **Bereavement Immediate Family** - Five (5) days maximum per occurrence may be used for death of a member of the employee's immediate family to include mother, father, step-father, step-mother, spouse, (step) child, brother or sister. For each occurrence, these days shall be used within ten (10) calendar days following the first bereavement day. Unused bereavement days shall not accumulate.
5. **Bereavement Close Relatives** – One (1) day may be granted in case of death of other close relatives (uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and children-in-law), but can be extended up to three (3) days with the approval of the Superintendent.

- B. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend, unless such proceeding was initiated by or on behalf of the employee against the Board or an agent of the Board.

- C. Professional development days may be granted at the discretion of the Superintendent.
- D. The Board may, at times, request an administrator to visit and observe educational programs in other schools or institutions. In such a case, the Board would incur all expenses.
- E. Other leaves of absence with pay may be granted by the Board as provided by law.
- F. All absence due to temporary leaves of absence (this article) shall be reported to the Superintendent's office at least one (1) hour prior to the opening of school, unless otherwise stated in this article.

ARTICLE 12 -EXTENDED LEAVES OF ABSENCE

All extended leaves of absence shall be without pay, unless otherwise described by law. All extended leaves of absence are subject to provisions set forth within NJFLA and/or FMLA.

- A. Military leave without pay shall be granted to any administrator who is inducted in any branch of the armed forces of the United States for the period of said induction.
- B. Disability Leaves

The Board may grant a disability leave without pay to any administrator upon written request, subject to the following:

1. An administrator who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it. The employee shall provide the district with documentation that supports the disability leave request.

2. Maternity

- a. In the case of pregnancy, the administrator shall submit a doctor's certificate indicating the anticipated delivery date to the Superintendent.
- b. No later than ninety (90) days prior to the anticipated delivery date, the administrator may request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.

3. Upon the expiration of any family leave, the Board shall continue the administrator's coverage in the district's group health plans during the unpaid leave at the written request and expense of the employee. All disability leaves will run currently with applicable family leave laws.

- C. Child Care Leaves

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

2. Child care leave shall begin immediately upon the termination of the disability leave defined above.

3. Child care leave shall terminate at any point during the year. Extensions to the duration of the leave shall be at the full discretion of the Board of Education.

ARTICLE 13 -MEDICAL BENEFITS AND INSURANCE PROTECTION

The Board shall provide the employee and their eligible dependents with health benefits as follows in accordance with Chapter 78 P.L. 2011:

A. Hospital and Medical Plan

1. All administrators shall be enrolled in the Cigna medical plan or equivalent at Board expense, minus employee contribution as defined in Schedule C. Employees will contribute towards their hospital and medical plan, prescription plan, and dental plan premiums, (as appropriate) consistent with the Schedule C of this Agreement for the appropriate level of coverage up to family coverage. See attached hereto as Schedule "C" the premium contribution rate guide. The Board of Education shall have the right to change insurance carriers provided the benefits provided will be equivalent to the current benefit levels. Before the Board of Education can exercise this right, the proposed new insurance program shall be submitted to the Association. If the Association rejects the proposed change on the grounds that the new insurance program results in diminished benefits, then the matter shall be submitted directly to binding arbitration in accordance with the grievance procedure of this contract.

B. Prescription Plan

All administrators shall be enrolled in the AmeriHealth prescription plan or equivalent at Board expense, minus employee contribution as defined in Schedule C.

C. Dental Plan

All administrators shall be enrolled in the Delta Dental Premier plan or equivalent at Board expense, minus employee contribution as defined in Schedule C.

- D. The medical benefits and insurance protection afforded under this article are limited to one coverage per family. In instances where an employee and spouse are both employed by the Board only one person will be enrolled in a respective plan at the Board's expense without benefits buy back option.

- E. Upon employment, each administrator and their eligible dependents will be provided with the option of Medical Benefits and Insurance Protection at Board expense.

F. Income Protection

Each administrator will be provided up to a maximum of \$1,100.00 for enrollment in a disability insurance program. Administrators must show proof of disability coverage to receive district contribution.

G. Hospital and Medical Benefit Buy Back

1. Administrators who provide certification that health benefits (medical, dental and prescription included) coverage is provided by spouse's policy may waive health benefits coverage in accordance with the law/ regulations for a waiver as per section 39 of P. L. 2011, c.78. Any administrator that waives health benefits coverage will be reimbursed as described in the chart below.

| Coverage Status | Waiver Amount |
|-------------------|---------------|
| Single | \$2,550 |
| Parent/Child(ren) | \$3,750 |
| Husband/Wife | \$3,850 |
| Family | \$3,950 |

2. The cash payment is treated as taxable income and is not pensionable. Payment for health benefits buy back will be distributed with the June 30 pay.
3. The waiver of medical benefits must be for a year (July 1 through June 30) unless benefits available from other sources are discontinued for some reason (loss of job, loss of benefits, divorce, etc.). Employees who lose benefits would be reenrolled in the district's plan. Enrollment can only become effective as of the first day of a month. It is the employee's responsibility to notify the School Business Administrator/Board Secretary, in writing, of any benefits discontinuation or changes occur during the waiver period. Payments will be adjusted and/or prorated accordingly.
4. Employees choosing the waiver program must sign a release indicating that they and their dependents are covered under another health benefit program. If applicable, employees must provide proof of qualification status (i.e., proof of student status).
5. Employees planning to retire during or at the end of a year and receive their lifetime benefits through pension should not enroll in the buy back. One of the stipulations of the retirement health coverage is that the employee be actively enrolled in the district's plan at the time of retirement.
6. Employees who are not employed during the full year (July 1-June 30) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after July 1

and any employment termination that is effective prior to June 30. Employees who chose the waiver and are on an unpaid leave of absence without medical benefits shall have their payments prorated as well.

ARTICLE 14 - PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. The Board of Education, in order to implement its philosophy of encouraging educational improvement, shall reimburse the administrator for completion of graduate level courses taken at an approved college or university, subject to the following conditions:
1. The Board of Education shall budget \$4,800 per administrator, per fiscal year for tuition reimbursement.
 2. The course(s) must receive prior written approval by the Superintendent of Schools. Courses must be of such a nature that are a benefit to the District and as a part of an advanced degree program. Matriculation into an advanced program is not required.
 3. The Board shall reimburse the total costs of tuition, registration, books, and related fees at the Rowan University rate. Such reimbursement shall be made after the course(s) have been completed upon presentation of receipted bills and transcripts of credit. An employee must receive a grade of B or better, or P for pass in order to qualify for reimbursement.
 4. Reimbursement will be paid after the next regular board meeting upon submission of grade and payment voucher.
 5. The cost of tuition for a course(s) not completed shall be borne by the individual employee.
 6. If an administrator voluntarily leaves the employment of the district, the total amount of tuition reimbursement completed within 12 months of the initial date of separation of service shall be returned to the district. Exception exists if the administrator applies for and does not receive a degree related advanced position within the district at which reimbursement would not be required.
 7. The salary guide adjustment will be effective the first February 1 or September 1 following the submission of a written request for salary guide adjustment and official college transcript documenting the advanced degree status.
- B. The sum of \$1,800.00 per administrator shall be budgeted each year for the purpose of paying fees and costs incurred through attendance at conventions, seminars, workshops and other similar activities for professional growth and improvement. The Superintendent must approve attendance at all such activities. Newly employed administrators shall use professional development funds to cover expenses for the required New Jersey Leaders to Leaders mentoring program.
- C. The Board of Education recognizes the value of professional organizations and agrees to pay the dues up to \$1,200.00 per administrator, who join the state and national professional organizations appropriate to their position as follows: NAESP, NJPSA, ASCD, and GCMEA.

ARTICLE 15-SCHOOL CALENDAR

- A. The Superintendent will meet with the Township of Franklin Principals and Supervisors Association in regard to the school calendar.

ARTICLE 16-SALARIES

- A. The salary schedule of all administrators covered by this Agreement are set forth in the Salary Schedules A, A-1 and A-2 which are attached hereto and made a part hereof.
 - 1. Paydays will be on the 15th and 30th day of each month. If the payday falls on a Saturday, Sunday or during a school recess, checks will be distributed on the last working day prior to the 15th or 30th day of the month.
 - 2. The Board will provide a \$750 annual contribution into the administrator's tax sheltered annuity.
 - 3. The Board shall credit a full year administrative experience for salary schedule purposes to 10-month administrators who work for one hundred (100) or more days of a school year and 12-month administrators who work one hundred and thirty (130) or more days of the year. The count of these days shall be based on a beginning date of July 1. An administrator's unpaid leave of absence days and unexcused absence days shall not qualify as work days.
 - 4. Summer Hours-Ten (10) month administrators that are required to work during the months of July and August shall be compensated at a per diem rate of 1/200 of current salary.

ARTICLE 17 -SICK LEAVE SEVERANCE PLAN

- A. Upon terminating employment from the Township of Franklin School District after ten (10) years or more continuous service within the system as an administrator, the administrator shall be paid \$100 per diem at the time of severance from the system with a maximum amount of payment by the Board being capped at \$15,000. In order to be eligible for this benefit, the administrator must notify the board and make a retirement application with the NJ Division of Pensions and Benefits, six (6) months prior to the date of retirement. This benefit will only be awarded to an administrator that retires under the provisions of the TPAF. This benefit will be disbursed to eligible administrators on or before September 1st of the year of retirement. The board reserves the right to disburse this benefits in multiple payments not exceed the above said deadline.
- B. Upon the death of an employee, the reimbursement for accumulated sick days will be payable to his/her appointed beneficiary or estate.

ARTICLE 18-MISCELLANEOUS

- A. The withholding of a total employment increment and/or adjusting increment shall be in accordance with Title 18A:29-14 of the New Jersey Statutes Annotated – Education Laws.
- B. The dismissal or reduction in compensation of a tenured personnel shall be in accordance with Title 18A: 6-10 to 6-17 of the New Jersey Statutes Annotated – Education Laws.
- C. Should this Agreement conclude prior to the completion of negotiations for a succeeding agreement, the parties may, with mutual written consent, continue in effect the terms of this Agreement until the negotiations of a successor agreement.
- D. Nothing herein shall be changed, altered, or deleted without the mutual written consent of the Board and Association.

ARTICLE 19 -DURATION OF AGREEMENT/TERMINATION OF CONTRACT

A. Duration of Period

This agreement shall be effective for the period July 1, 2020, through June 30, 2023. The Association's right to negotiate a successor agreement is recognized and negotiations shall commence no later than December 1, 2022, under procedures as defined in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date above stated.

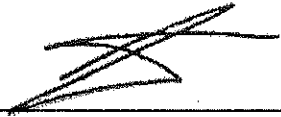
B. Status of Representation

In witness whereof the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and Negotiations Chairpersons, and to be in effect on the day and year listed on page 1.


C. Termination of Contract

Administrators voluntarily submitting their resignation of employment will provide the board with sixty (60) calendar days notice before leaving their position.

Township of Franklin Board of Education:



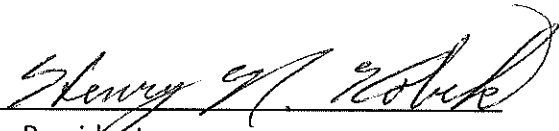
President



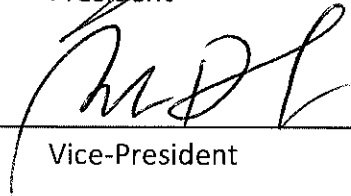
Board Secretary

Date: June 22, 2020

Township of Franklin Principals' and Supervisors'
Association:



President



Vice-President

Date: July 7, 2020

Schedule A

12 Month Principals

July 1, 2020 through June 30, 2021 Salary Schedule

| Step | Level | | | | |
|------|--------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 90500 | 91500 | 92000 | 92500 | 93000 |
| 2 | 92582 | 93582 | 94082 | 94582 | 95082 |
| 3 | 94711 | 95711 | 96211 | 96711 | 97211 |
| 4 | 97162 | 98162 | 98662 | 99162 | 99662 |
| 5 | 99829 | 100829 | 101329 | 101829 | 102329 |
| 6 | 102573 | 103573 | 104073 | 104573 | 105073 |
| 7 | 105434 | 106434 | 106934 | 107434 | 107934 |
| 8 | 108292 | 109292 | 109792 | 110292 | 110792 |
| 9 | 109933 | 110933 | 111433 | 111933 | 112433 |
| 10 | 112992 | 113992 | 114492 | 114992 | 115492 |
| 11 | 116099 | 117099 | 117599 | 118099 | 118599 |
| 12 | 119322 | 120322 | 120822 | 121322 | 121822 |

July 1, 2021 through June 30, 2022 Salary Schedule

| Step | Level | | | | |
|------|--------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 90500 | 91500 | 92000 | 92500 | 93000 |
| 2 | 92582 | 93582 | 94082 | 94582 | 95082 |
| 3 | 94711 | 95711 | 96211 | 96711 | 97211 |
| 4 | 97162 | 98162 | 98662 | 99162 | 99662 |
| 5 | 99829 | 100829 | 101329 | 101829 | 102329 |
| 6 | 102573 | 103573 | 104073 | 104573 | 105073 |
| 7 | 105434 | 106434 | 106934 | 107434 | 107934 |
| 8 | 108334 | 109334 | 109834 | 110334 | 110834 |
| 9 | 109333 | 110333 | 110833 | 111333 | 111833 |
| 10 | 112992 | 113992 | 114492 | 114992 | 115492 |
| 11 | 116099 | 117099 | 117599 | 118099 | 118599 |
| 12 | 119322 | 120322 | 120822 | 121322 | 121822 |
| 13 | 122644 | 123644 | 124144 | 124644 | 125144 |

July 1, 2022 through June 30, 2023 Salary Schedule

| Step | Level | | | | |
|------|--------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 90500 | 91500 | 92000 | 92500 | 93000 |
| 2 | 92582 | 93582 | 94082 | 94582 | 95082 |
| 3 | 94711 | 95711 | 96211 | 96711 | 97211 |
| 4 | 97162 | 98162 | 98662 | 99162 | 99662 |
| 5 | 99829 | 100829 | 101329 | 101829 | 102329 |
| 6 | 102573 | 103573 | 104073 | 104573 | 105073 |
| 7 | 105434 | 106434 | 106934 | 107434 | 107934 |
| 8 | 108334 | 109334 | 109834 | 110334 | 110834 |
| 9 | 111353 | 112353 | 112853 | 113353 | 113853 |
| 10 | 115008 | 116008 | 116508 | 117008 | 117508 |
| 11 | 118663 | 119663 | 120163 | 120663 | 121163 |
| 12 | 122318 | 123318 | 123818 | 124318 | 124818 |
| 13 | 126016 | 127016 | 127516 | 128016 | 128516 |

Schedule A-1

12 Month Supervisors

July 1, 2020 through June 30, 2021 Salary Schedule

| Step | Level | | | | |
|------|--------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 90500 | 91500 | 92000 | 92500 | 93000 |
| 2 | 92582 | 93582 | 94082 | 94582 | 95082 |
| 3 | 94711 | 95711 | 96211 | 96711 | 97211 |
| 4 | 97162 | 98162 | 98662 | 99162 | 99662 |
| 5 | 99829 | 100829 | 101329 | 101829 | 102329 |
| 6 | 102573 | 103573 | 104073 | 104573 | 105073 |
| 7 | 105434 | 106434 | 106934 | 107434 | 107934 |
| 8 | 108292 | 109292 | 109792 | 110292 | 110792 |
| 9 | 109933 | 110933 | 111433 | 111933 | 112433 |
| 10 | 112992 | 113992 | 114492 | 114992 | 115492 |
| 11 | 116099 | 117099 | 117599 | 118099 | 118599 |
| 12 | 119322 | 120322 | 120822 | 121322 | 121822 |

July 1, 2021 through June 30, 2022 Salary Schedule

| Step | Level | | | | |
|------|--------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 90500 | 91500 | 92000 | 92500 | 93000 |
| 2 | 92582 | 93582 | 94082 | 94582 | 95082 |
| 3 | 94711 | 95711 | 96211 | 96711 | 97211 |
| 4 | 97162 | 98162 | 98662 | 99162 | 99662 |
| 5 | 99829 | 100829 | 101329 | 101829 | 102329 |
| 6 | 102573 | 103573 | 104073 | 104573 | 105073 |
| 7 | 105434 | 106434 | 106934 | 107434 | 107934 |
| 8 | 108334 | 109334 | 109834 | 110334 | 110834 |
| 9 | 109333 | 110333 | 110833 | 111333 | 111833 |
| 10 | 112992 | 113992 | 114492 | 114992 | 115492 |
| 11 | 116099 | 117099 | 117599 | 118099 | 118599 |
| 12 | 119322 | 120322 | 120822 | 121322 | 121822 |
| 13 | 122644 | 123644 | 124144 | 124644 | 125144 |

July 1, 2022 through June 30, 2023 Salary Schedule

| Step | Level | | | | |
|------|--------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 90500 | 91500 | 92000 | 92500 | 93000 |
| 2 | 92582 | 93582 | 94082 | 94582 | 95082 |
| 3 | 94711 | 95711 | 96211 | 96711 | 97211 |
| 4 | 97162 | 98162 | 98662 | 99162 | 99662 |
| 5 | 99829 | 100829 | 101329 | 101829 | 102329 |
| 6 | 102573 | 103573 | 104073 | 104573 | 105073 |
| 7 | 105434 | 106434 | 106934 | 107434 | 107934 |
| 8 | 108334 | 109334 | 109834 | 110334 | 110834 |
| 9 | 111353 | 112353 | 112853 | 113353 | 113853 |
| 10 | 115008 | 116008 | 116508 | 117008 | 117508 |
| 11 | 118663 | 119663 | 120163 | 120663 | 121163 |
| 12 | 122318 | 123318 | 123818 | 124318 | 124818 |
| 13 | 126016 | 127016 | 127516 | 128016 | 128516 |

Schedule A-2

10 Month Administrators

July 1, 2020 through June 30, 2021 Salary Schedule

| Step | Level | | | | |
|------|-------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 70000 | 71000 | 71500 | 72000 | 72500 |
| 2 | 71862 | 72862 | 73362 | 73862 | 74362 |
| 3 | 73723 | 74723 | 75223 | 75723 | 76223 |
| 4 | 75590 | 76590 | 77090 | 77590 | 78090 |
| 5 | 77696 | 78696 | 79196 | 79696 | 80196 |
| 6 | 79873 | 80873 | 81373 | 81873 | 82373 |
| 7 | 82180 | 83180 | 83680 | 84180 | 84680 |

July 1, 2021 through June 30, 2022 Salary Schedule

| Step | Level | | | | |
|------|-------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 70000 | 71000 | 71500 | 72000 | 72500 |
| 2 | 71862 | 72862 | 73362 | 73862 | 74362 |
| 3 | 73723 | 74723 | 75223 | 75723 | 76223 |
| 4 | 75590 | 76590 | 77090 | 77590 | 78090 |
| 5 | 77696 | 78696 | 79196 | 79696 | 80196 |
| 6 | 79873 | 80873 | 81373 | 81873 | 82373 |
| 7 | 82180 | 83180 | 83680 | 84180 | 84680 |
| 8 | 84509 | 85509 | 86009 | 86509 | 87009 |

July 1, 2022 through June 30, 2023 Salary Schedule

| Step | Level | | | | |
|------|-------|----------|----------|----------|---------------|
| | M.A. | M.A. +15 | M.A. +30 | M.A. +45 | Ed. Doctorate |
| 1 | 70000 | 71000 | 71500 | 72000 | 72500 |
| 2 | 71862 | 72862 | 73362 | 73862 | 74362 |
| 3 | 73723 | 74723 | 75223 | 75723 | 76223 |
| 4 | 75590 | 76590 | 77090 | 77590 | 78090 |
| 5 | 77696 | 78696 | 79196 | 79696 | 80196 |
| 6 | 79873 | 80873 | 81373 | 81873 | 82373 |
| 7 | 82180 | 83180 | 83680 | 84180 | 84680 |
| 8 | 84509 | 85509 | 86009 | 86509 | 87009 |
| 9 | 86948 | 87948 | 88448 | 88948 | 89448 |

Schedule C
Benefits Contributions
 (Aligned with Chapter 78, P.L. 2011 Year 4)

| Employee Benefits Contributions | | | | | |
|--|--------------------|--------------------------|--------------------|-----------------------|--------------------|
| SINGLE COVERAGE | | MEMBER & CHILD OR SPOUSE | | FAMILY COVERAGE | |
| Base Salary | Percent of Premium | Base Salary | Percent of Premium | Base Salary | Percent of Premium |
| < \$20,000 | 4.5% | < \$25,000 | 3.5% | < \$25,000 | 3% |
| \$20,000 - \$24,999 | 5.5% | \$25,000 - \$29,999 | 4.5% | \$25,000 - \$29,999 | 4% |
| \$25,000 - \$29,999 | 7.5% | \$30,000 - \$34,999 | 6% | \$30,000 - \$34,999 | 5% |
| \$30,000 - \$34,999 | 10% | \$35,000 - \$39,999 | 7% | \$35,000 - \$39,999 | 6% |
| \$35,000 - \$39,999 | 11% | \$40,000 - \$44,999 | 8% | \$40,000 - \$44,999 | 7% |
| \$40,000 - \$44,999 | 12% | \$45,000 - \$49,999 | 10% | \$45,000 - \$49,999 | 9% |
| \$45,000 - \$49,999 | 14% | \$50,000 - \$54,999 | 15% | \$50,000 - \$54,999 | 12% |
| \$50,000 - \$54,999 | 20% | \$55,000 - \$59,999 | 17% | \$55,000 - \$59,999 | 14% |
| \$55,000 - \$59,999 | 23% | \$60,000 - \$64,999 | 21% | \$60,000 - \$64,999 | 17% |
| \$60,000 - \$64,999 | 27% | \$65,000 - \$69,999 | 23% | \$65,000 - \$69,999 | 19% |
| \$65,000 - \$69,999 | 29% | \$70,000 - \$74,999 | 26% | \$70,000 - \$74,999 | 22% |
| \$70,000 - \$74,999 | 32% | \$75,000 - \$79,999 | 27% | \$75,000 - \$79,999 | 23% |
| \$75,000 - \$79,999 | 33% | \$80,000 - \$84,999 | 28% | \$80,000 - \$84,999 | 24% |
| \$80,000 - \$94,999 | 34% | \$85,000 - \$99,999 | 30% | \$85,000 - \$89,999 | 26% |
| > \$95,000 | 35% | > \$100,000 | 35% | \$90,000 - \$94,999 | 28% |
| | | | | \$95,000 - \$99,999 | 29% |
| | | | | \$100,000 - \$109,999 | 32% |
| | | | | > \$110,000 | 35% |