

A G R E E M E N T

BETWEEN THE

FRANKLIN TOWNSHIP BOARD OF EDUCATION

and the

FRANKLIN TOWNSHIP SCHOOL ADMINISTRATORS' ASSOCIATION

July 1, 2004 - June 30, 2007

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ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the F.T.S.A.A. as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certificated administrative personnel under contract, on leave, now employed, or employed any time during the contract year by the Board including, but not limited to:

Principals
Assistant/Vice-Principals
Directors
Assistant Directors
Supervisors
Assistant Supervisors

and others whose terms of employment and/or assigned duties include responsibilities of staff evaluation.

- B. Notwithstanding any provisions of paragraph (A) above, the F.T.S.A.A. shall not represent the following positions:

Director of Pupil Personnel Services
Director of Student Advocacy

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended, in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin in accordance with law. Any agreement so negotiated shall be reduced to writing, be signed by representatives of the Board and the F.T.S.A.A., and shall apply to all Association employees.
- B. During negotiations, the Board and the F.T.S.A.A. shall present relevant data, exchange points of view and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. It is understood that any agreement reached by the bargaining teams must be ratified by their respective principals.
- D. Within a reasonable time prior to the meeting, each party shall submit to the other an agenda covering matters they wish to discuss.

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matters 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.

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.

Upon written request by the Association President, the Board agrees to make known to the President when and where the information is available that the Board is required by law to release.

ARTICLE 3

GRIEVANCE PROCEDURE

- A.
 - 1. A "grievance" is a claim by an Administrator, group of Administrators, or the Association, based upon the interpretation, application or violation of policy, agreements or administrative decisions affecting them. In no event shall a grievance, as defined aforesaid, be subject to Level Five of the Grievance Procedure set forth herein.
 - 2. A grievance, which is subject to all five levels of the Grievance Procedure as set forth herein, shall be a claim by an Administrator, group of Administrators or the Association, confined to and based upon an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement.
 - 3. All references in this Article to "days" shall be "working days."
 - 4. For purposes of this Article, "working days" shall be Monday through Friday, except holidays.
- B. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level. Both parties to this agreement agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Rights of Administrators to Representation
 - 1. Any Administrator 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. Even when an Administrator is not represented by the Association in the processing of the grievance, the Association shall, at the time of the submission of the grievance, at Level Two, be notified that the grievance is in process and have the right and responsibility to be present and present its position in writing and shall receive a copy of all decisions rendered.
- D. Procedure - Grievance Steps
 - 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.
3. Time limits may be extended at any step in the proceeding by mutual written consent.
4. In the event a grievance is filed at such time 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 year, could result in irreparable harm to an employee, the time limits set forth herein shall be adjusted by mutual written consent so that the Grievance Procedure may be completed as soon after the school year as is practicable.
5. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his/her Superintendent and supervisors, to perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.
6. The number of days indicated at each level should be considered as the maximum, and every effort should be made to expedite the process.

E. Levels of the Grievance Procedure

1. Level One:

Any Administrator who has a grievance shall file written notice with the immediate supervisor, within fifteen (15) days from the day after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Upon receipt of the aforesaid written notice, the immediate supervisor shall meet with the grievant as soon as is practical in an attempt to resolve the matter informally at that level.

2. If, as the result of the informal discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days, he/she shall set forth his/her grievance in writing, on the form jointly developed and provided by the Board, to his/her immediate supervisor.

The immediate supervisor of the grievant shall meet with the grievant in an attempt to resolve the matter as quickly as is practical.

The immediate supervisor of the grievance shall communicate his/her written decision to the grievant and the Association within five (5) days of the receipt of the grievance.

3. Level Three:

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she shall appeal the grievance in writing to the Superintendent within five (5) days after the decision at Level Two, or ten (10) days after the grievance was presented, whichever is sooner.

The Superintendent shall meet with the grievant in an attempt to resolve the matter as quickly as is possible but within a period not to exceed ten (10) days. The Superintendent shall communicate his or her decision in writing to the Administrator, the Association and the immediate supervisor within fifteen (15) days of the grievance or five (5) days after meeting with the grievant.

4. Level Four:

If the Administrator is not satisfied with the disposition of his/her grievance at Level Three, he or she shall file his/her grievance, in writing, with the Board of Education, except that a grievance involving the following shall not proceed to Level Four or Five of the Grievance Procedure set forth herein:

- a. Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations, or by-laws of the State Commissioner of Education or State Board of Education such as but not limited to questions of tenure, and suspension.
- b. Any matter which, according to law, is beyond the power of the Board of Education.
- c. A Claim of non-employment by a non-tenured Administrator.

The grievance must be filed within five (5) days after receipt of the decision at Level Three or twenty (20) days after submitting the grievance to the Superintendent whichever is sooner.

The grievance shall be submitted in writing to the Board through the Superintendent who shall attach all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually reasonable time.

Such hearing shall be held within twenty (20) days of receipt of the grievance. The decision of the Board or Board Committee shall give a decision forwarded by the Superintendent or a named designee to the grievant and to the Association, within twenty-five (25) days of receipt of the grievance by the Board. The Board reserves the right to refuse to hold a grievance hearing in the event the Board is in agreement with the action taken by the Superintendent at the previous step.

In the event the Board decided not to hold a grievance hearing, it shall communicate its decision to the aggrieved person within twenty (20) days of receipt of the grievance.

5. Level Five:

If the Administrator is not satisfied with the disposition of his/her grievance at Level Four, and the grievance is a claim confined to and based upon an alleged violation, misinterpretation or misapplication of the expressed provisions of this agreement, he/she may, unless otherwise precluded by the express provisions of this agreement, within five (5) days after a decision by the Board, request the Association in writing to submit the grievance to arbitration. Should the Association decide to submit the grievance to arbitration, it shall submit the same within fifteen (15) days after receipt of the request by the Administrator. The Association shall notify the Board through the Superintendent of its request for arbitration. The Association shall submit the grievance to the PERC and the parties agree to be bound by the rules and regulation of the PERC. The following procedure will be used to secure the services of an arbitrator.

- a. A request shall be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as arbitrator in the dispute in question.
- b. In the event a mutually acceptable arbitrator cannot be selected, then the parties agree to be bound by the rules and procedure of the Public Employment Relations Commission (PERC) for the selection of an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him and shall consider nothing else. The arbitrator shall have full and exclusive power to hear the issues submitted and make a final determination. Unless otherwise set forth in the within contract, the arbitrator's determination shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner whatsoever.

F. The Costs of Arbitration

1. Each party shall bear the total costs incurred by its members.
2. The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.
3. Time lost by an Administrator due to the arbitration proceedings shall be with pay.
4. The filing fee will be borne by the moving party.

G. Miscellaneous

1. The Board and the Association shall insure the individual's freedom from restraint, interference, coercion, discrimination and reprisal in presenting his/her appeal, with respect to his or her personal grievance.
2. Commencing with Level Three and all subsequent levels, the decision by the administration and/or the Board shall include a statement of the reasons for the position taken at that level.
3. If, in the judgment of the Association, a grievance affects a group or class of Administrators, the Association may submit such grievance in writing to the Superintendent. The processing of such grievance shall commence at Level Three.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 4**ADMINISTRATORS RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Chapter 12, P.L. 1974, as amended, the parties hereby agree that every employee in the bargaining unit shall have the right freely to organize, join and support the F.T.S.A.A. and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection, or to refrain from same.
- B. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, P.L. 1974, as amended, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the F.T.S.A.A. and its affiliates, his/her participation in any lawful activities of the F.T.S.A.A. and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- C. Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- D. No Administrator shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedures herein set forth in ARTICLE 2 (up to Level 4 only).
- E. Whenever any Administrator is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his/her employment, he/she shall be given 48 hours prior, written notice if feasible of the reasons for such a meeting or interview and may have (a) representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be in compliance with the pertinent statutes.

The F.T.S.A.A. shall have the right to be present to protect the interests not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

- F. The Board and the Association agree that as a matter of practice, negative criticism by a Board of Education member and/or immediate supervisor, of an Administrator, shall be offered in a private, confidential setting to the Administrator.

- G. It shall be the responsibility of each Administrator to carry out those duties and responsibilities required of them by the Superintendent of Schools, as executor of the policies of the Board of Education.
- H. The Administrators' Negotiations Team shall be provided with opportunities to discuss contract proposals relevant to the F.T.S.A.A.'s contract under consideration by the Board's Negotiations Committee; and to offer recommendations and advice concerning their implementation and their effect on the educational program.
- I. Understanding that the reconfiguration of the District, anticipated for September 2005, may have significant impacts on the work load and/or other terms and conditions of employment for some or all FTSAAs members, the parties agree that they will meet again during the agreement term to negotiate when the details are known.

ARTICLE 5**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association or its representatives shall have the right to enter and to use school buildings in conformity with the policies and procedures of the Board of Education. There shall be no capricious or arbitrary restrictions placed upon such use. Under extenuating circumstances, provision for the granting of requests for building use on the basis of a notice less than the time period specified by the policy is acknowledged.
- B. The Association shall have the right to the use of the school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, by the Superintendent, which approval shall not be withheld arbitrarily.
- C. The Board shall supply the Association annually with an up-to-date copy of the Board Policy Book.
- D. The Board shall supply each Administrator with an up-to-date copy of the most recent F.T.E.A. Agreement.
- E. The President of the Association may absent himself from his duties one full day per month, with pay, to perform Association business.
- F. The Association agrees to encourage its members to comply with policies, rules and procedures of the Board of Education, providing such policies, rules and procedures are not contrary to the provisions of this Agreement.
- G. The Board of Education shall seek and provide opportunities for F.T.S.A.A. input into the development of the annual school calendar.
- H. The Association shall designate members to act as representatives on a committee appointed by the Superintendent to select, devise, and implement a program to develop in-District administrative talent. The program is expected to begin in the 2002-2003 school year.

ARTICLE 6

BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement and under the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., the Board reserves the responsibility and exclusive authority to manage and direct, on behalf of the public, all the operations and activities of the Franklin Township School District to the full extent authorized by law.

ARTICLE 7

ADMINISTRATORS' WORK YEAR

A. The contractual year for twelve (12) month Administrators shall consist of:

219	Working days
22	Vacation days (Paid)
18	Holidays (Paid) as follows:

The holidays shall be those listed in the calendar adopted by the Board for Administrators. If the calendar designates less than 18 holidays, the remaining number of holidays shall be considered "floating holidays."

Floating holidays may be scheduled during the Christmas or Spring Recess, or at another time with prior approval of the Superintendent. While Administrators and Principals are generally expected to be at work while school is in session, vacation may be granted during this time under special circumstances. Floating holidays may be used when school is in session with two weeks notice and the approval of the Superintendent.

Administrators may carry over up to ten (10) unused vacation days per year, however, no Administrator shall accumulate more than thirty (30) unused days from previous years. In the event an Administrator who has already accumulated 30 unused days is unable to schedule all current vacation days in a particular school year, due to the demands of his/her position, the Superintendent may authorize payment of up to five (5) days of unused vacation from the current year. Payment will be at the Administrator's daily rate (annual rate divided by 240). The Superintendent must certify that the Administrator was unable to schedule the days (for which compensation is being made) due to the demands of his/her position. Administrators must submit requests to use vacation days and floating holidays to their immediate supervisors for approval in writing, using the appropriate District form, at least one (1) week in advance, except in cases of emergency. When the written request cannot be submitted at least one (1) week in advance, Administrators will speak directly to their immediate supervisors, in advance of or at the time the need for absence arises, and obtain verbal approval of their vacation or floating holiday usage. Such approval shall not be unreasonably withheld.

B. Paid Holidays shall be granted in accordance with the Board adopted calendar, but not less than and not more than 18 days annually.

C. Twelve (12) month Administrators with ten (10) or more years of service in the District shall receive one (1) additional paid vacation day.

- D. The Contractual Year for ten and one-half (10 1/2) month Administrators shall consist of:
 - 197 Working Days - Specific days
subject to administrative approval.
- E. Paid Holidays shall be in accordance with the Board adopted calendar.
- F. Administrators assigned to a ten and one-half (10 1/2) month Contractual Work Year may be assigned additional work during the summer by the Board. Such additional work shall be paid at a per diem rate based on the annual salary.
- G. If the Board plans to make such additional assignments, affected Administrators shall be notified of the assignment not later than April 30 so as to permit planning of summer schedules.

ARTICLE 8

ADMINISTRATOR EMPLOYMENT

- A. Administrators hired with a letter of eligibility issued by the New Jersey Department of Education will be reimbursed by the Board for one-half (1/2) of the costs required for completion of state certification as an Administrator, provided the Administrator continues to be employed as an Administrator in the District for three (3) years.
- B. Reimbursement will be made in (3) three equal, annual installments in July of each year, beginning with the first July following a full year of employment as an Administrator.
- C. In order to be eligible for reimbursement, the Administrator must be employed in the District as an Administrator on the date the payroll is made. Separation from employment terminates all rights to reimbursement.

ARTICLE 9
COMPENSATION

- A. 1. The purpose of the Administrators' compensation performance management process is to provide educational excellence by encouraging result-oriented activities with resultant awards for the attainment of goals.
2. All provisions in this Article 9 (Compensation) dealing with “performance compensation” or “performance pay” shall be suspended for 2004-2007 term of this Agreement.
- B. In order to maximize Total Compensation including Base and Performance, an Administrator must receive an overall satisfactory annual performance review and each specific goal needs to be achieved annually. Base Compensation is defined as the contractual amount approved by the Board of Education at the beginning of the contractual year (contract effective dates). Performance Compensation is defined as the eligible amount above the contractual base that is added to the contractual base (and is pensionable) and is determined by the results of predetermined goals. An administrator shall only be eligible for a merit increase to his/her salary effective July 1st if, in the Superintendent’s judgment, s/he satisfactorily completes his/her goals for the previous school year and s/he continues to be actively employed in the District in his/her same administrative capacity on July 1st as during the previous school year.
- C. In collaboration with the Superintendent or an Assistant Superintendent, each Administrator will establish at least three specific measurable goals per academic year prior to July 1 of that year, as listed in paragraph F. Each goal will be assigned a percentage with all goal percentages equaling 100%. The assigned percentages will be mutually agreed upon at the establishment of the goals. Administrators will be provided with a mid-year review of goals.
- D. 1. Each goal must be fully achieved in order to attain the assigned percentage for that goal.
2. To be eligible for Performance Compensation, the sum of the assigned percentages of all achieved goals must equal at least 50%.
3. The maximum Performance Compensation is defined in Paragraph J(2) below.
4. An individual's actual Performance Compensation is equal to the maximum Performance Compensation, times the sum of the assigned percentages of all goals achieved.

- E. At the Superintendent's recommendation, the Board of Education has the right to waive the need to attain the necessary 50% as indicated in D(2) above, if they feel extenuating circumstances caused a failure to attain the desired results.
- F. Goals for each job classification will fall into, but are not limited to, the following target areas:
1. Instructional Leadership
 2. Student Performance
 3. School Climate
 4. Program Coordination/Implementation
 5. Curriculum
 6. Facilities Management
 7. Community Relations
 8. Staff Performance
 9. School Finance Management
 10. Other as identified
- G. All goals will be collaboratively established by the Superintendent or an Assistant Superintendent and the Administrator. Annually the Board of Education will receive a copy of the Administrators' goals for the upcoming school year.
- H. All goals and measurements shall be mutually agreed upon when the goals are established. The Superintendent will determine if a goal has been successfully achieved after the Administrator has had a chance to present the results to the Superintendent.
- I. An appeal of the decision of the Superintendent can be made to the Board of Education if the Administrator disagrees with the decision. It is agreed that performance pay decisions and measurements are not subject to the grievance or arbitration procedures. The process is grievable and arbitrable.
- J.
1. Base Salary: In 2004-2005 the salary of each Administrator shall be increased by 3.30% from its 2003-2004 amount, effective 7/1/04; in 2005-2006 it shall be increased by 3.35% from its 2004-2005 amount, effective 7/1/05; and in 2006-2007 it shall be increased by 3.40% from its 2005-2006 amount, effective 7/1/06.
 2. Performance Pay: The following "performance pay" percentages are the maximum additional salary increases payable to individual employees who meet the criteria set forth above, and are applied to the salary of the individual in effect on June 30 of the preceding school year: 7/1/01 - 3.0%; 7/1/02 - 3.0%; and 7/1/03 - 3.0%.

- K. When a payday falls on or during a school holiday, vacation, or weekend, Administrators shall receive their paychecks on the last prior workday, in accordance with present practice.
- L. The schedule of payment shall be consistent with the District teaching staff.
- M. Administrators may individually elect to have a portion of their salary deducted as part of a savings plan. The Secretary of the Board of Education is authorized to deposit the funds in such institution as the several employees' Associations and the Board may agree upon.

ARTICLE 10

ADMINISTRATOR ASSIGNMENT

- A. All Administrators shall receive a written notice of their tentative assignments, salary and building assignment for the following school year by May 15, subject to administrative change in the event of material change in circumstances or emergencies.
- B. Upon the instance of a known vacancy due to retirement of an Administrator or for other reasons which would leave an administrative post vacated for any specified amount of time, the Superintendent of Schools shall post and attempt to fill the position on or about the departure of the individual Administrator.
- C. Supervisors will not teach more than the following number of classes per day:
 - 1. Supervisors with ten (10) or less teachers in their subject area/department shall teach three (3) classes.
 - 2. Supervisors with twenty (20) or less teachers in their subject area/department shall teach two (2) classes.
 - 3. Supervisors with twenty-five (25) or less teachers in their subject area/department shall teach one (1) class.
 - 4. Supervisors with more than twenty-five (25) teachers shall not teach classes.

ARTICLE 11**TRANSFER**

- A. An Administrator who desires a change in assignment shall file a written request with the Superintendent by April 15. Such written request shall be acknowledged in writing by the Superintendent. The request shall be renewed each year should the Administrator continue to desire a transfer.
- B. In case of proposed INVOLUNTARY TRANSFER, the same shall be discussed with the administrator prior to such transfers.
- C. No reprisals shall be taken against an Administrator as a result of a request for transfer.
- D. Notice of INVOLUNTARY TRANSFER or REASSIGNMENT shall be given to administrators as soon as is practicable and except in cases of emergency, not later than May 15th if the transfer is effective on July 1. The determination of emergency shall be within the discretion of the Superintendent. An INVOLUNTARY TRANSFER shall not be subject to the grievance procedure.
- E. Before an Administrator is involuntarily transferred or reassigned, the Board will consider the Administrator's stated preference, if any.

ARTICLE 12**POSTING OF VACANCIES**

- A. The Superintendent of Schools will post at the district office, and in each school during the school year, lists of all known vacancies in administrative positions. A copy of such lists will be sent to the Association.
- B. Where special qualifications are required for the vacant position, such qualifications, to include the Job Description for the posted position, shall be listed/attached to the notice of vacancy.
- C. Administrators who desire to apply for a vacant position which may be filled during the summer when school is not in session, shall be informed by regular mail sent to their summer residence. The Superintendent shall notify all Administrators of any vacancy in a position for which they may desire to apply. Such notification shall be given no less than ten (10) business days before the final date of applications. In addition, the Superintendent shall post all announcements of vacancies to be filled during the summer period at the Administration offices. A copy of said announcements shall be sent to the Association President.
- D. Administrators who desire to apply for such vacancies shall submit their applications to the Superintendent, in writing, within the time limit specified in the notice.
- E. Applicants who are not to be interviewed for said vacancies shall be notified as soon as is practicable.
- F. All Administrators shall be provided the opportunity to make application for posted vacancies. Provided all other factors are equal, preference shall be given to qualified Administrators already employed by the Board in filling such vacancies.

ARTICLE 13**ADMINISTRATOR EVALUATIONS**

- A. All Administrators shall be evaluated in accordance with the following procedures:
1. Non-tenured Administrators shall be evaluated at least three times per year by the Superintendent or his designee.
 2. Tenured Administrators shall be evaluated at least once per year by the Superintendent or his designee.
- B. An appropriate evaluation form in accordance with the Administrative Code shall be utilized for evaluation of tenured and non-tenured personnel.
- C. All such evaluations shall be made, in writing, followed by a conference with the administrator and an opportunity to disagree or concur with its content verbally and in writing. All such correspondence shall become part of the Administrator's personnel file.
- D. Administrators shall be required to either sign or initial evaluations reports. In the event the Administrator refuses to sign or initial the report, the Evaluator will so note this on his/her report and enter it into his/her file. Signing or initialing of evaluation reports by the Administrator does not necessarily indicate agreement with the report, only that he/she has been made aware of its contents and has received a copy of said report.
- E. Administrators shall be provided the opportunity to attach their written comments to evaluation reports thereby making them a part of that report and file. Contents of the evaluation shall not be subject to the grievance procedure except where provided by law.
- F. The final evaluation of the school year of all Administrators is to be completed no later than July 15 of the school year in which the Administrator's performance is being evaluated.
- G. All Administrators represented by the Association shall be permitted reasonable perusal of their personnel file excluding confidential materials from college placement offices, prior employers or personnel references that were obtained at the time of his/her employment. The Administrator shall review his/her file in the presence of the Administrator responsible for the maintenance of personnel files and will be informed of the inclusion of any memoranda in his or her personnel file and be allowed an opportunity to place written communications in such file in response to material placed in the file. Nothing shall be placed in such personnel file without the immediate knowledge of the Administrator.

ARTICLE 14**SICK LEAVE**

- A. Administrators on a ten (10) month contract shall be allowed ten (10) days sick leave per year.

Administrators on a twelve (12) month contract shall be allowed twelve (12) days sick leave per year.

Administrators whose contracts are extended during the summer for continuation of the regular duties shall be allowed eleven (11) sick days per year.

Administrators must notify their immediate supervisors of their use of sick days in writing, using the appropriate District form, in advance except in cases of emergency. When the written request cannot be submitted in advance, Administrators will verbally notify their immediate supervisors of their absence, in advance of or at the time the need for absence arises.

- B. If any Administrator requires, in any school year, less than the specified number of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.

Sick leave is defined to mean absence of the administrator because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease, or to care for an ill family member.

- C. 1. There shall be established a reserve of sick leave days for restricted use, by employees covered by this Agreement, who choose to join the sick bank, in cases of emergency or exceptional need. Said "sick leave bank" shall be established in the following manner:
- a. Upon open enrollment, employees who wish to join the sick leave bank must sign an Agreement to Join. The form of the Agreement to Join will be mutually developed by the FTSA and the Board.
 - b. Each employee who joins the sick leave bank shall contribute one sick day from his/her accumulated sick leave. Once contributed the sick day shall not be returned.
 - c. The Board will match the contribution of each employee who joins.

2. Once established, new employees may join within 60 days of commencement of service. Employees who have previously decided not to join the sick leave bank may join only pursuant to paragraph 3.
 3. When the number of days in the sick leave bank falls below 15, each employee who wishes to remain in the sick leave bank must contribute one more day, to be matched by a Board contribution of one day. Employees not in the sick leave bank may join at this time.
 4. The use of days from the "sick leave bank" shall be closely regulated and use granted only after approval by a committee composed of three (3) members of the FTSAA and three (3) Administrators who are not in the bargaining unit.
 5. The exact composition of such committee and procedure for administering this "bank" shall be mutually agreed upon by the Superintendent and the Association.
 6. The sick days to be awarded from this "bank" will apply only in cases where all of the individual's accumulated sick leave and partially compensated leave has been used. Employees who receive days from the sick bank shall be compensated at their regular daily rate of pay.
- D. Administrators shall be given a written statement of all sick leave days each school year.

ARTICLE 15**TEMPORARY LEAVES OF ABSENCE**

Leaves of absence with pay, or without pay where so indicated, may be granted for the following reasons upon the approval of and in the discretion of the Superintendent of Schools.

- A. A death in the family entitles an Administrator to the following leave days:
1. Death in immediate family: Five (5) consecutive weekdays with pay, one of which shall be the day of death or the day of funeral. Relationships in this category include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, or any member of the family living in the household of the employee.
 2. Death in the family - not immediate: One (1) day's leave with pay, which shall be within three (3) days of the date of death or the day of funeral, includes aunt, uncle, grandparent, niece, nephew, grandchild, grandparents of spouse, first cousin, brother-in-law, sister-in-law.
 3. The Superintendent can make exceptions to paragraph 1 and 2 in appropriate circumstances, however, the maximum number of days available cannot be changed.
- B. Administrators shall be eligible to receive three (3) days personal leave per year. Notification should be made to the superintendent in advance when possible. Administrators must submit requests to use personal days to their immediate supervisors for approval in writing, using the appropriate District form, at least one (1) week in advance, except in cases of emergency. When the written request cannot be submitted at least one (1) week in advance, Administrators will speak directly to their immediate supervisors, in advance of or at the time the need for absence arises, and obtain verbal approval of their personal day usage. Such approval shall not be unreasonably withheld.
- C. Unused days of personal leave shall be accumulated as sick leave.
- D. Personal leave shall be used only to conduct necessary business which cannot be scheduled outside of regular working hours and shall in no case be used for vacation or other leisure time purpose.

ARTICLE 16**EXTENDED LEAVES OF ABSENCE**

Pursuant to this section and following any leave of absence, the Administrators shall be assigned to the same position he or she held at the time the leave commenced, if feasible.

A. Child care shall be granted subject to the following:

1. Any Administrator shall, upon request, be granted a leave of absence without pay for child care purposes following the birth or adoption of a child for a period of not more than two (2) years.
2. In the absence of such a leave, any pregnant Administrator shall be entitled to continue working as long as she is physically able to do so, to be absent without pay as may be required by her for maternity purposes and to return to her duties when physically able to do so.

An employee who is disabled due to pregnancy will be eligible to use accumulated sick leave as would any other disabled employee. If sick leave is exhausted, the disability leave will be without pay, subject to the employee's right to request additional sick leave.

3. An Administrator granted child care leave, shall upon resuming his/her regular duties, be eligible for the same salary he/she would have received had he/she completed the school year in which the leave was granted, assuming the leave was granted after January 31.
 4. Both parties agree to comply with Title VII, U.S. Code of the Civil Rights Act of 1964, as may be amended, and the policies of this Agreement.
- B. Any Administrator seeking child care leave shall apply, in writing, to the Board at least thirty (30) days prior to the beginning of such leave unless an emergency prevents such notice. At the time of the application, the employee shall specify in writing the date on which he/she wishes to return to work after birth. The application of the employee must be accompanied by a physician's certification verifying pregnancy, and supporting the requested child care leave duties.

C. Exchange or FOREIGN ADMINISTRATIVE LEAVE provisions shall include:

1. A one (1) year leave of absence shall be granted for exchange or Foreign Administrative duties.
 - a. The Administrator shall have been an employee of the Board and obtained tenure and shall agree to return to this system for at least one (1) full year following the leave of absence.
2. Salary and payments to the Pension and Annuity Fund shall be determined necessarily by the conditions of the exchange agreement.
3. Experience credit on the salary guide shall be granted for exchange or Foreign Administrative duties. Upon return, the Administrator's salary shall be adjusted in accordance with any changes made in the guide during his or her leave of absence.

D. Extended leave for STUDY, TRAVEL, REST, RECUPERATION or other reasons will be provided under the following conditions.

1. Extended leave of absence for reasons other than illness may be granted without pay to Administrators for study, travel, rest, recuperation, and other reasons.
 - a. The Administrator shall be certificated and be tenured.
 - b. The length of leave shall be for either one (1) semester or for one (1) year, to be specified in the request.
 - c. The Administrator shall re-enter the school system at the beginning of the school year. Re-entry at other time may be made only at the convenience of the Franklin Township School District.
 - d. The Administrator shall agree to work in the Franklin Township School District for at least one (1) year after the leave of absence has been completed. This requirement may be waived by the Board when requested leave is for rest or recuperation.
 - e. No experience credit shall be granted on the salary guide for the duration of the leave of absence except for exchange for foreign Administrative duties, and up to four (4) years for military leave.
2. The Administrator's new salary shall be adjusted in accordance with any change in the guide made during his or her leave.

3. If the Administrator's degree status has changed during his or her leave, his or her salary shall be adjusted upon returning to the system.
- E. On application to the Board, via the Superintendent, a leave of absence, without pay, may be granted a tenured Administrator for up to one (1) year, who joins the PEACE CORPS, NATIONAL TEACHERS CORPS, VISTA, or serves as an exchange administrator or overseas administrator, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- F. Military Leave without pay shall be provided for enlistment in the Armed Forces of the United States. Such Administrator shall be reinstated to a position in the system with full credit including annual increments provided; however, that he/she makes application for reinstatement within three (3) months after discharge from the Armed Forces.
- G. A leave of absence without pay up to one (1) year shall be granted for the purpose of caring for a sick member of the Administrator's immediate family. No increment shall be earned during this period.
- H. Other Leaves of Absences may be granted by the Board for good reason.
- I. Pursuant to this section and following any leave of absence, the Administrator shall be assigned to the same position he or she held at the time the leave commenced, if feasible, and he/she shall be entitled to all benefits as of the time the leave commenced.
- J. The Board shall not be responsible for any payments to the Pension and Annuity Fund during the Administrator's leave of absence without pay.
- K. When deemed necessary, the Superintendent may require the Administrator taking leave and the person assuming the responsibilities of the position to spend sufficient time together in order that a smooth transition may be realized.
- L. The payment of salary in cases not covered by rules shall be determined by individual consideration by the Board.
- M. All extensions or renewals of leaves shall be applied for in writing, and the Board shall respond in writing in a timely manner.

ARTICLE 17

TERMINAL LEAVE

A. Any Administrator who retires from the School District with the number of years of service in the Franklin Township School District listed below shall be eligible for terminal leave pay to be computed at the appropriate rate listed below for each day of accumulated unused sick leave remaining on the Administrator’s retirement date:

	<u>15 (+) Years</u>	<u>20 (+) Years</u>
2004-2007	\$72.00	\$77.00

1. Notice of intention to retire shall be submitted to the Superintendent of Schools at least two (2) months before the final budget involving the year of retirement; and
2. Payment shall be calculated on the number of unused accumulated sick leave credited to the Administrator on the effective date of retirement.
3. The Board shall, in a timely manner, comply with all Federal and State requirements for submissions relative to retirement of Association members.
4. Retirement is defined as eligible to receive retirement benefits under TPAF.
5. One half of the benefit in this article is payable to the estate of an Administrator who dies while in active service, provided the Administrator would otherwise have been qualified for the benefit.

B. Any Administrator with ten (10) years or more of service in the Franklin Township School District who opts to terminate his/her District employment by June 30, 2002 shall be eligible for payment as outlined below:

1. A total payment of \$45,000.00 shall be made in two (2) annual installments.
2. The first installment shall be payable by January 1, 2003. The second installment shall be payable by January 1, 2004.
3. Written notice of termination of District employment, including the specific date of termination on or before June 30, 2002, must be delivered to the Superintendent by the Administrator no later than January 1, 2002.
4. This payment is in lieu of the terminal leave pay described in Article 17(A) above.

ARTICLE 18**AGENCY FEE**

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each Administrator who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.
- C. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the association by automatic payroll deduction.
- D. The representation fee shall be in an amount not to exceed 85% of the regular Association membership dues, fees, and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.
- E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c), et seq., and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- G. 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, salary and dates of employment for all such employees.

ARTICLE 19**PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT****A. Tuition Reimbursement – Graduate Studies (General)**

1. Administrators working on a contractual basis of no less than half time on or before February 1st shall be eligible to receive reimbursement annually (as set forth below) to defray the costs of approved college course credits, providing that such course credits are related to the Administrator's area of certification, unless otherwise approved by the Superintendent, and further, in order to be eligible for reimbursement the course grade must be either a "C" or higher or "pass" in a pass/fail system. Proof of successful completion of the course shall be submitted to the personnel office before payment can be made.
2. Administrators shall be eligible for reimbursement for up to 9 graduate credits per school year at the Rutgers University graduate rate.

B. Tuition Reimbursement – Doctoral Studies

1. Administrators working on a contractual basis of no less than half time on or before February 1st shall be eligible to receive reimbursement (as set forth below) of tuition and fees incurred for doctoral studies at an accredited college or university.
2. Each Administrator enrolled in a doctoral program at an accredited college of university will have a "pool" of reimbursement money available each year. The amount of this pool shall equal the maximum graduate credit tuition reimbursement available pursuant to Article 19(A) above ["Pool" = 9 x R.U. graduate credit tuition].
3. An Administrator enrolled in a doctoral program as described above shall be reimbursed each year for doctoral tuition and fees up to the amount of the pool regardless of how many credits taken that year. Annual reimbursement of doctoral expenses shall follow the same timeline and documentation requirements as used for general graduate tuition reimbursement.
4. Once an Administrator who begins his/her doctoral work while employed in the District receives his/her doctorate, and works for an additional three (3) years in the District, the Board shall, upon the Administrator's request and submission of appropriate supporting documentation, reimburse the Administrator for all previously unreimbursed tuition and fees s/he incurred in order to obtain the doctorate.

5. The Administrator shall be responsible for keeping adequate, accurate records to support his/her application for “balance reimbursement” of his/her unreimbursed doctoral tuition and fees.
 - a. The “balance reimbursement” application shall consist of : i) documentation from the college/university clearly identifying all tuition and fees charged in pursuit of the Administrator’s doctorate (books, supplies, and other costs are not eligible for reimbursement); ii) documentation showing actual payment of the tuition and fees made by or on behalf of the Administrator (proof of actual loan repayment and/or outstanding loan repayment obligation must be included if applicable); and iii) proof of all tuition/fee reimbursement(s) made by the Board to the Administrator from the date of enrollment in the doctoral program to the date of degree conferral (the full 9 credit annual amount shall be presumed to have been paid for any and all school years or portions thereof for which reimbursement documentation is not provided).
 - b. The Administrator must submit his/her “balance reimbursement” application to the Personnel Office no later than October 1st of the school year in which s/he completes his/her third year of post-doctoral District employment.
 - c. The Board shall reimburse the Administrator by July 31st of the school year following the Administrator’s timely “balance reimbursement” application.

C. Conventions & Memberships

1. Administrators working on a contractual basis of no less than half time on or before February 1st shall be eligible to receive reimbursement of up to the \$300.00 per year for costs incurred from their attendance at the annual convention of the N.J.P.S.A., the A.S.C.D., or such other organization as may be approved by the Superintendent in advance.
2. Administrators working on a contractual basis of no less than half time shall be reimbursed \$500 per year for membership(s) in one or more professional associations that encourage and provide resources and opportunities for professional development.
3. This is “single-use” money, and shall not be disbursed to any Administrator for any purpose other than the purpose described in this Article 19(C).
4. No Administrator’s unused convention attendance reimbursement funds or professional association reimbursement shall be carried over from one year to the next.

D. Achievement Incentive

The Board believes that competition for recognition of our schools from outside the District can serve as a catalyst for the improvement of our schools and for the growth of our administrative, teaching, and support staff as well. Consequently, the Board wishes to encourage District Administrators and their schools to engage in the pursuit of outside recognition.

1. If a school competes for a Blue Ribbon award (or its equivalent according to the USDOE) or a Star School award, the Board will provide extra secretarial help to complete the application(s). The amounts and uses of this extra secretarial help will be defined and approved in advance by the Superintendent in each case.
2. When a building receives a Blue Ribbon award (or equivalent) or a Star School award the Board will pay:
 - a. a one-time stipend to the administrator of the building (\$500.00 for Blue Ribbon award (or equivalent) ; \$300.00 for Star School award); and
 - b. a one-time building grant for the school (\$1,000.00 for Blue Ribbon award (or equivalent); \$500.00 for Star School award), the expenditure of which shall be approved by the Superintendent in advance.

ARTICLE 20

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an Administrator is not an appropriate concern or attention of the Board except as it may directly prevent the Administrator from performing properly
- B. Administrators shall be entitled to full rights of citizenship, and no religious or political activities of any Administrator or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Administrator providing said activities do not violate any local, State or Federal law.

ARTICLE 21

REDUCTION IN FORCE

- A. The Board shall carry out reductions in force in accordance with New Jersey Statutes and rules and regulations of New Jersey Department of Education, and the same shall be subject to the first four levels of the Grievance procedure only, and in no event subject to Arbitration (Level 5).
- B. There shall be no reduction in administrative staff during the life of this Agreement without prior notification to the Association.

ARTICLE 22**INSURANCE PROTECTION**

- A. 1. For employees who have begun employment prior to July 1, 1996:
- a. The Board will pay 100% of the cost of premiums (subject to the required employee contribution described below) for coverage (including family coverage) in the CIGNA indemnity plan (or equivalent) with the following features:
- (1) Hospital precertification.
 - (2) Mandatory second surgical opinion.
 - (3) Comprehensive (first dollar) major medical, with all benefits subject to the deductible and coinsurance provisions.
 - (4) Coinsurance of 80%/20% of the first \$2,000.
- b. The Board will pay 100% of the cost of premiums (without employee contribution) for coverage (including family coverage) in the HIP plan.
- c. Effective 7/1/99, any increase in premium above the rates in effect on 6/30/99 for the Horizon PPO plan will be split 50/50 by the Board and the employee who selects such coverage. All other plans offered shall not require an employee contribution. The employee contribution shall be made through payroll deduction and, regardless of the increase in premium, shall not exceed the following amounts:
- | | |
|------------------|-----------------|
| Single - | \$10 per month |
| P/C - | \$20 per month |
| H/W and family - | \$30 per month. |
2. For employees who begin employment on or after July 1, 1996, the Board will pay 100% of the cost of premiums for coverage (including family coverage) for all plans offered except the Horizon PPO. Employees who select the Horizon PPO will pay the additional premium difference between the next most expensive plan and the Horizon PPO through payroll deduction.
3. References to "CIGNA" and to "HIP" are used because those plans are the ones in effect during negotiations. If there is a change in carrier(s), the replacement plan(s) will be considered part of this agreement.

4. Effective August 9, 1999, the “CIGNA” plan is replaced by Horizon PPO and the “HIP” plan is replaced by Horizon HMO with a \$5.00 co-payment for the prescription plan.
- B. The maximum Board contribution toward the dental premium for each level of coverage shall be capped at the rate, in effect on June 30, 1996. Any increase in rates will be paid by individual employees through payroll deduction.
 - C. Any employee who voluntarily waives medical insurance as provided under this Agreement, shall receive a stipend of \$1,000 per annum from the Board for a waiver of full family medical coverage, or \$500 per annum from the Board for a waiver of employee-only coverage. Waivers must be effective for one (1) full year, but employees shall have the option to reconsider enrollment each year.

ARTICLE 23**TRANSPORTATION**

- A. Generally an Administrator shall not be required to transport children in his or her own vehicle. If an Administrator is so required, the Board will pay a portion of the premium on liability coverage for said Administrator's vehicle as herein set forth:

Any Administrator whose assignment requires the transportation of students in his vehicle must file a Certificate of Insurance with the Secretary of the Board of Education, providing \$100,000.00/300,000.00 liability insurance and proper classification for this purpose. Upon approval by the Superintendent of Schools, the Administrator will receive up to \$100 reimbursement to bring his or her present insurance coverage up to the Board's requirements.

- B. All Administrators using their privately owned vehicle for transportation to activities directly related to their assignment shall be compensated at the current I.R.S. rate per mile of distance traveled.

ARTICLE 24

LIAISON COMMITTEE

The Liaison Committee of the Association will be established to meet with the Superintendent for the purpose of communication. Meetings of the Committee may be called by the Superintendent or by members of the Committee. The party requesting the meeting shall submit an agenda at the time of the request. Barring matters of urgency, meetings shall not be requested more frequently than once per month.

ARTICLE 25

MISCELLANEOUS PROVISION

- A. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or handicap.
- B. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed and presented to all employees now employed hereafter employed, or applicants offered employment by the Board. The full cost of reproducing and distributing the copies of this agreement shall be borne by the Board.
- C. During inclement weather conditions, when teaching staff members and other employees are not required to be present, administrators remain responsible to ensure that their assigned buildings are prepared to receive students when schools are reopened. However, Administrators will not be required to be present in the buildings until such time as roads are clear and may be safely traversed.
- D. Notices under this Agreement shall be given by either party to the other by telegram or certified letter as follows:

To the Board: 1755 Amwell Road
 Somerset, New Jersey 08873

To the Association: President of the F.T.S.A.A.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and/or Vice Presidents, and their corporate seals to be placed hereon, all as of the day and year first above written.

FRANKLIN TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

FRANKLIN TOWNSHIP
BOARD OF EDUCATION

By _____

By _____

By _____

By _____

Date: _____

Date: _____

Appendix A

Minimum Salaries

2004-2007

A.	Director; Principal	\$86,000
B.	Vice Principal; Supervisor	\$78,500
C.	Assistant Supervisor; Assistant Director	\$71,000