

AGREEMENT

Between

THE BOARD OF EDUCATION

And

DENVILLE ADMINISTRATORS' ASSOCIATION

DENVILLE TOWNSHIP  
MORRIS COUNTY, NEW JERSEY

For

School Years:

2005 – 2006

2006 - 2007

ARTICLE 1

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 and such amendments to said laws as may be enacted.

ARTICLE 2

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated administrative and supervisory personnel regularly employed by the district including: Principals, Assistant (Vice) Principals, Directors, Supervisors.

Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE 3

MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority, except as limited by the terms and conditions of this agreement; (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take disciplinary action against employees for just cause; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to efficiently direct school and district operations; (e) to direct the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to accomplish the mission of the school district.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

The Association shall be permitted the use of school mail facilities and mailboxes for Association business, at appropriate times, with the knowledge of the building administrator.

The Association shall be permitted the use of school facilities at appropriate times, upon notification and approval of the building administrator.

## ARTICLE 5

### GRIEVANCE PROCEDURE

A Denville Administrators' Association member of the certified administrative staff shall have the right to appeal the application of terms and conditions of employment which are in violation of the contract and administrative decisions involving the terms and conditions of employment. With respect to his/her personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his own appeal or designate a representative of the Denville Administrators' Association or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal.

- A. Any employee who has a grievance shall discuss it first with his/her immediate supervisor, then if necessary, with the Superintendent of Schools in an attempt to resolve the matter informally at that level. Such discussions must take place within thirty (30) school days of alleged occurrence.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her complaint in writing to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall confer with the concerned parties and, upon request, with employees or administrators separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing, along with the supporting reasons, to the administrators.
- C. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) school days.
- D.
  - i) If the aggrieved person is not satisfied with the disposition of his/her grievance by the Board of Education or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, he/she may, within five (5) school days after a decision by the Board or thirty-one (31) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to the Public

Employee Relations Commission (P.E.R.C.). If the Association determines that the grievance is meritorious, it may submit the grievance to P.E.R.C. within thirty (30) school days after receipt of a request by the aggrieved person.

- ii) Within ten (10) school days after such written notice of submission to P.E.R.C., the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C.
- iii) The arbitrator's decision shall be in writing and shall be submitted to the Board and Association and shall be final and binding on the parties.
- iv) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest either with the arbitrator regarding matters of procedural arbitrability or the courts regarding matters of substantive arbitrability.
- v) 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.
- vi) 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.

E. If any period specified above in the terms of school days should occur at the end of the school year, the period will extend into the following school year for any unexpired school days in that step of the grievance procedure.

ARTICLE 6

WORK YEAR

The work year for all administrative staff shall be based upon a twelve month calendar (July 1 to June 30).

If school is closed due to hazardous road conditions, an administrator may work at home. This does not apply to early dismissals or delayed openings.

ARTICLE 7

VACATION

A. Eligibility

- i) Any person appointed to an administrative position on or prior to August 1 and who holds this position until June 30 of the following year shall be eligible for up to twenty (20) vacation days with full pay during the following contract year. Any person appointed after August 1 and who holds this position until June 30 shall be eligible for vacation on a prorated basis at the rate of two (2) days per month worked in a given year, not to exceed twenty (20) days.
- ii) In addition to the vacation entitlement described in the preceding paragraph, any Administrator who is employed on or before December 26 shall be entitled to vacation when schools are closed during the December/January vacation and the Spring Break.

B. Vacation periods - Vacation days may not be taken during the two week period immediately preceding the first day of the school year. Vacation days may be used during school recess periods. Holidays for 12 month personnel established annually by the Board of Education shall not be considered vacation days.

C. Approval - All vacation days require the prior approval of the Superintendent or his/her designee. Prior to May 1, each administrator shall submit a written request for summer vacation to the Superintendent for approval.

D. Accumulated vacation days must be used by the end of August of the following school year. However, up to seven (7) vacation days which have not been used by the last day of August may be redeemed at the administrator's per diem rate of pay (1/240th of the annual salary) of the year during which the vacation was earned.

- E. Termination - Should employment terminate during the school year, the prorated portion of earned vacation days may be included in the sixty (60) days notice period. In such cases where an administrator leaves the Denville Township Public School System as of June 30, appropriate vacation salary will be paid by extending the termination date to cover the accrued vacation time.

## ARTICLE 8

### ADMINISTRATOR EVALUATION PROCEDURES

- A.
  - i) Observations and evaluation shall be uniformly applied among the three (3) schools to tenured and non-tenured administrators in accordance with state statutes, regulations and board policy.
  - ii) Administrators shall be informed of the identity of their observers/evaluators.
  - iii) Observations shall take place at reasonable intervals prior to the preparation of an evaluation.
  - iv) Administrators shall have the right to respond in writing to observation/evaluation reports presented at the observation/evaluation conference.
  - v) Observation/evaluation reports shall be maintained in an administrator's central office personnel file.
- B.
  - i) The official evaluation form shall be completed by the Superintendent of Schools.
  - ii) The annual summary conference shall occur at a mutually convenient time for administrators and evaluator provided that it occurs within ten (10) school days after the evaluation. If such conference does not occur within this ten (10) day period, the conference shall be scheduled by the evaluator.
  - iii) Within ten (10) school days of an observation/evaluation, a copy of same shall be given to the administrator and a conference held with the evaluator.
  - iv) A copy of the signed official evaluation and the administrator's additional comments, if any, shall be placed in the administrator's Central Office Personnel file.

- C.
  - i) Professional improvement/development plans shall be based on individual's job description and evaluation and shall serve as a guide to assist each administrator and the Denville Schools, as a whole, to foster the highest levels of professional excellence.
  - ii) A professional improvement plan will be developed jointly between the evaluator and the administrator at the time of the year end summary conference. It shall include a written statement of actions mutually agreed upon by evaluator and administrator. This statement shall include the following:
    - a) Performance objectives, including clearly stated criteria and expected outcomes.
    - b) Timeliness for implementation of action items.
    - c) A clear understanding of the responsibilities of the administrator, supervisor and district regarding time, space, materials, and activities connected to the implementation of the plan.

Nothing contained in this provision shall be construed to limit the performance objectives and/or criteria which may be included in the professional improvement plan by the Board as required by N.J.A.C. 6:3-1.19 and 6:3-1.21.
- D. Derogatory notations should be part of the administrator's file only if he/she is aware of them and has an opportunity to write his/her reactions.
- E. Where deficiencies are noted in an observation or evaluation, appropriate time and assistance for remediation shall be given prior to re-evaluation of those deficiencies.

## ARTICLE 9

### VOLUNTARY DEDUCTIONS FROM SALARY

- A. Administrators may individually elect to have any percent (%) of their monthly salary deducted from their pay. These funds shall be paid to the administrator on the final day in June or deposited monthly into an account of the credit union TRICO, or any bank, as established by the Association. The Board shall provide an authorization form to be completed by each participating administrator. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the school year.

- B.
  - i) The Board agrees to deduct from the salaries of its administrators, dues for any associations as such administrators individually and voluntarily authorize the Board to deduct, other than those associations whose dues are paid for by the Board pursuant to Article 19 of this Agreement. Such deduction shall be made in compliance with State Law and the Rules and Regulations of the State Department of Education.
  - ii) Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Board agrees to deduct from the salaries of its administrators voluntary contributions, not to exceed the amount permitted by federal law, to Board approved tax shelter programs.
- D. The Association shall hold the Board harmless from any claims, fines, and expenses, including the reimbursement of reasonable attorney fees and costs of litigation resulting from the failure of such associations/agencies to properly transmit these funds and the transmittal of funds to the entities set forth in this Article.

## ARTICLE 10

### PAY SCHEDULE

The annual salary for twelve (12) month administrative staff shall be paid bi-monthly in twenty-four (24) equal installments, on the fifteenth (15th) and thirtieth (30th) of each month. When a pay day falls on or during a school holiday, vacation or weekend, administrators shall receive their pay checks on the last previous working day.

## ARTICLE 11

### SICK LEAVE

Sick leave for administrators is twelve (12) days per school year; all days are accumulative year to year. If an administrator commences employment after July 1, he/she shall be granted one (1) sick day per month for each month that he/she is employed during the school year in question. Such leave is accumulative until after which requests for additional sick leave will be considered on an individual case by case basis in accordance with N.L.S.A. 18A:30-6.

ARTICLE 12

PERSONAL LEAVES OF ABSENCE

- A. Administrators shall be granted up to FOUR (4) personal days per year with pay when requested in writing. Said days shall be granted without the requirement of stating a reason for the use of such days.
- B. The Board of Education may, at its discretion, authorize leaves in excess of these days for good cause.
- C. Personal days shall not be given to any employee before or after a holiday except for just cause.
- D. Any personal leave days not used within the year shall be converted to sick leave days and accumulated as such in accordance with the terms of Articles 11 and 14.

ARTICLE 13

BEREAVEMENT LEAVE

In the case of death in the immediate family during the school session, board employees shall be allowed five (5) consecutive calendar days leave of absence without deduction of pay. This leave is exclusive of sick leave. (Immediate family refers to husband, wife, mother, father, child, sister, brother, grandparents or mother/father-in-law). In the case of death of a relative of second degree, a leave of absence of one (1) day will be allowed without deduction of pay. (Relative of second degree refers to uncle, aunt, niece, nephew, cousin or other in-law).

ARTICLE 14

SEVERANCE BENEFITS

- A. Legal retirement (excluding vesting or early retirement) shall be determined by pension eligibility as recognized by T.P.A.F.
- B. Those administrators in the employ of the Board of Education prior to 1965 who accumulated sick days will be paid for those days at the per diem rate current upon retirement.
- C. From 1965 until the 1971-72 school years, no sick days were accumulated for purposes of payment upon retirement as described in this Article.

- D. Upon legal retirement, administrators shall be compensated on a per diem basis for any unused sick leave accumulated while in the employ of the Denville Township Board of Education since July 1, 1972 at the rate of \$70.00 per day.
- E. Payment for unused accumulated sick leave shall be limited to 150 days; provided, however, that the cap on payment for accumulated sick leave for any administrator who has accumulated more than 150 sick days as of July 1, 1988 shall be the number of sick days accumulated as of that date.

ARTICLE 15

INSURANCE PROTECTION

The Employee Health Insurance Benefit shall be as follows:

- A. Hospitalization, Medical, Surgical, and Major Medical Insurance, as agreed upon, will be served by Blue Cross, Blue Shield of New Jersey under the Blue Choice plan or equivalent. Should an employee opt out of the insurance plan the following will apply:
  - a. Employee will receive 50% of the value of his/her premium as established by the Board (2002-2003 rate) in the form of a stipend. The stipend will be paid in twelve (12) equal monthly payments.
  - b. Should an employee have a "qualifying" event (divorce, death, loss of spouse's insurance), that employee may re-enter the insurance program without penalty. The stipend will end upon re-entry.
- B. The Board shall fund all employees' major medical deductions to a maximum of \$200.00 annually per employee.
- C. i) The Board shall provide a three party dental insurance plan equal to or better than the New Jersey Dental Service Program I-A providing the following benefits:

Co-Payment

Preventive and Diagnostic	100%
Remaining Basic Benefits	80%
Crowns, Inlays, and gold Restorations	50%
Prosthodontic Benefits	50%

The maximum amount payable by the carrier for the above dental services provided an eligible patient in any calendar year is \$1,500.00

Orthodontic Coverage 50%  
Orthodontic Benefits are subject to a \$1,000.00 maximum per case which is separate from the \$1,500.00 maximum mentioned applicable to Basic and Prosthodontic Benefits.

- ii) \$25.00 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Service.
- iii) The maximum amount that the Board shall be required to contribute toward the premiums of the dental insurance program shall be \$3,000.00; any premium in excess of that amount shall be borne by the employee participating in the dental insurance program through appropriate payroll deductions.

D. Carrier Changes - In the event the Board anticipates a change of insurance carrier(s), the Association shall be provided with at least sixty (60) days advance notification or a period of time mutually agreeable to the Board and the Association (from date of reception of insurance contracts) to enable it to analyze both plans to determine whether the new plans are substantially equivalent to the current plan. The Board shall provide the Association with all necessary information, including but not limited to, complete copies of both insurance contracts.

E. The Board agrees to set up a flexible spending account which will reimburse participating administrators for qualified medical and dependent care expenses not covered by the New Jersey State Health Benefits Plan. The flexible spending account will be funded by deductions from participating administrators' pay before payroll taxes.

## ARTICLE 16

### TUITION REIMBURSEMENT

To provide additional growth in a major field of study and thereby benefit the school district, the Board of Education will reimburse all full time administrators for tuition costs of courses taken subject to the following conditions:

- A. The course is:
  - i) a graduate level course within the area of educational administration or curriculum;  
or
  - ii) in pursuit of an advanced degree in the area of education administration or curriculum.
- B. Approval of the Superintendent shall be required prior to course registration.
- C. Tuition reimbursement shall be authorized upon presentation of the receipt for payment of a course to the Superintendent and proof that a grade of "B" or better is earned or a "pass" is received in a course evaluated on a pass/fail basis.
- D.
  - i) Maximum of nine (9) credit hours at the prevailing State College Rate (Rutgers University).
  - ii) Mandatory fees charged in addition to tuition shall be reimbursable pursuant to this Article at the election of the administrator.
  - iii) The total amount available each year as a pool for tuition reimbursement of all administrators pursuant to this Article shall be \$8,000.00.
  - iv) In no event shall the annual reimbursement for any single administrator exceed the amount of \$3,500.00.
- E. If on April first, the Superintendent determines that funds remain in the tuition budget, he/she shall advise all personnel of the availability and may authorize the waiver of Article 16(D) (ii) (c) until the budget line is exhausted.
- F. Administrators will remain in the employ of the Board for at least one (1) school year after completing the course, if he/she is otherwise recommended for reemployment. If the administrator terminates his/her employment prior to fulfilling his/her one (1) year obligation, he/she shall reimburse the Board for the tuition payment that he/she received. In the event the Board institutes a civil action to enforce this Article, the administrator shall also reimburse the Board for reasonable attorney fees incurred and the cost of its litigation.

- G. Application for course approval shall be presented to the Superintendent not later than one (1) month prior to the start of the semester in which the course(s) are taken.
- H. To be eligible for tuition reimbursement, administrators must be employed by the Board for two (2) full school years.

## ARTICLE 17

### TRAVEL EXPENSES

The validity of payments for job related expenses shall be determined by the Superintendent. The use of a personal vehicle shall be considered a legitimate job expense if travel is among schools and to meetings within assigned areas of responsibility. Use of a personal vehicle for approved school purposes is reimbursable to the employee at the rate established by the Internal Revenue Service.

## ARTICLE 18

### PROFESSIONAL GROWTH

- A. Any administrator of the Denville School District may be permitted by the Superintendent to attend conferences and make visitations which in the opinion of the Superintendent may ultimately benefit the educational program and school system and which are generally authorized by the budget.
- B. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an Administrator volunteers or is requested to attend by the Superintendent of Schools. Approval to attend any of the above is subject to the absolute discretion of the Superintendent of Schools.
- C. All requests for attendance at professional meetings or conferences must be submitted on a form provided by the Superintendent in advance of the meeting or conference, and must include the estimated costs of attendance. The Superintendent is authorized to approve any such request for attendance of not more than one (1) day's duration. Any request for attendance at a professional conference exceeding one (1) day requiring overnight lodging or costs must be recommended by the Superintendent and approved by the Board in advance of the conference. Approval granted in accordance with the policy shall be without loss of pay, sick leave, or personal leave.

- D. The Board shall make available funds for each full-time administrator each year to cover the costs(s) of attendance at one or more extended professional conferences, as approved pursuant to Article 18(C), per year. The phrase, "cost(s) of attendance", as used herein shall refer to costs of registration, fees for attendance, and reasonable room and board charges and transportation charges actually incurred by an administrator.
- E. No reimbursement shall be made for attendance at professional conferences without submission to the Business Office of a copy of the approved request and documentary evidence of expenses incurred. The staff member who attends an overnight conference shall submit a written report of the conference, as determined in consultation with the Superintendent, within one (1) week of the conclusion of the conference.

## ARTICLE 19

### PROFESSIONAL ASSOCIATIONS

The Board agrees to pay the full costs of the administrator's annual membership in the Morris County Administrators Association and the New Jersey Principals and Supervisors Association. Each administrator may also join, at the expense of the Board, the National Association of Elementary School Principals or the National Association of Secondary School Principals, and the American Association of Curriculum Development.

## ARTICLE 20

### PERSONNEL RECORDS

- A. Records maintained in the personnel files of this district are not public records and are not open to inspection except as provided for in this Agreement. Personnel records may be inspected by the Board of Education and by school administrators to the extent that such inspection is required in the performance of the inspector's duties. An administrator may inspect his/her personnel file provided that the administrator reviews the record in the presence of the administrator designated to maintain the file; and makes no alteration or addition to the file nor removes any material from it.
- B. Effective with the date of this Agreement, no material shall be entered into an administrator's personnel file without the administrator's knowledge of its inclusion.

## ARTICLE 21

JURY DUTY

- A. Any administrator serving on a jury of the United States shall be paid by the Board of education at his/her daily rate of pay, less the amount of the per diem juror fee, for every day the administrator is required to be away from the job for the reason of serving on said jury.
- B. Any administrator summoned to serve on a jury of the State of New Jersey shall be required to exercise his/her statutory exemption from such duty under N.J.S.A. 2A:69-2(f). Any administrator who does not elect to exercise his/her statutory right to exemption from jury duty shall not be paid by the Board for such days the administrator is away from the job by reason of serving on said jury.
- C. The Superintendent of Schools shall prepare and forward a letter to each administrator summoned to serve on a jury of the State of New Jersey verifying such administrator's statutory exemption from jury service under N.J.S.A. 2A:69-2(f). This letter may be transmitted by the administrator to the appropriate county court clerk's office.

ARTICLE 22

COMPENSATION

- A. Each Administrator shall receive a salary increase during each year of this Agreement based upon an increase in the total amount of the Administrators' salaries of the previous year. The increase above the base shall be:

2005-2006	4%
2006-2007	4%

Any Administrator who holds an earned Ed.D. or PhD shall be paid an additional \$1,000 per year.

- B. Any new administrative position added to the district shall cause the base to be increased by the administrators' salary when calculating the new base.
- C. Administrators employed by the Denville Township District as of July 1, 2005 will receive a \$3,000 increase in salary in the year in which they are granted tenure. Part-time Administrators will receive a pro-rated increase.
- D. Administrators, with more than 15 years of service in the Denville Township Schools, will receive a \$3,000 increase in salary in the year they retire providing they give notice of retirement in January for a June or following January retirement.

SALARY GUIDE

Elimination of the salary guide. Employees governed by this contract will no longer advance along an established salary guide. They will negotiate a salary when they enter the school system and will receive increases based on the percentage increase negotiated in this contract.

ARTICLE 23

DISTRIBUTION OF THE AGREEMENT

When signed and copies are completed, all administrators shall receive a copy of the Agreement.

ARTICLE 24

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

For the Board:

\_\_\_\_\_  
FRED MARTENS  
Board Secretary/School  
Business Administrator

\_\_\_\_\_  
MICHAEL BERTRAM  
President

For the Association:

\_\_\_\_\_  
GEORGE DEAMER  
President