

**Agreement Between the
Kinnelon Administrators Association
and the
Kinnelon Board of Education
Morris County
July 1, 2009 – June 30, 2011**

Preamble

This agreement, made this 24th day of June, 2010, by and between the Board of Education of the Borough of Kinnelon, hereinafter referred to as the “Board” and the Kinnelon Administrators Association, hereinafter referred to as the “Association”.

Article I Unit Definition

A. Unit

Pursuant to Chapter 123, Public Laws, 1974, the Board of Education of Kinnelon, New Jersey, recognizes the Kinnelon Administrators Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment of the administrative personnel which includes the full time positions described below:

Principals
Assistant Principals
Director of Special Services
Supervisor of Guidance
Curriculum Supervisors

B. Definition of KAA Members

1. The term “administrator” shall mean everyone listed in Article IA of this proposal.

Article II Negotiating Procedure

A. Deadline Date

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 matters concerning the terms and conditions of the Association members’ employment. The parties agree to either exchange written negotiation proposals or indicate that they have no proposals not later than December 15 of the school year in which this Agreement expires. The first negotiating session shall occur on or about February 1st immediately following the exchange of proposals unless the parties mutually agree otherwise. Any agreement, so negotiated shall apply to all Association members, be reduced to writing, be adopted by the Association and be acted upon by the Board not later than thirty (30) days after Association adoption and signing.

B. Modification of Agreement

This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

C. Printing of Agreement

Copies of this agreement shall be duplicated at the expense of the Board after agreement with the Association on format within reasonable time after the agreement is signed.

ARTICLE III Grievance Procedures

- A. In the event that a member of the Association feels that he/she has a grievance, he/she must present his/her case to the officers of the Association within thirty (30) school days. They will accept or reject his/her complaint. If accepted, the Association shall make a written presentation to the Superintendent of Schools within fifteen (15) school days of receipt of the grievance. If, after fifteen (15) days, no answer is received, or the Association disagrees with the Superintendent's decision, it may present the case in writing to the members of the Board. Steps to resolve the questions shall be taken at the next nonpublic meeting of the Board, unless one is not scheduled for three (3) weeks. In the event the Board shall contact the Association to arrange a special meeting.
- B. If the aggrieved person is not satisfied with the disposition of the grievance or if no decision has been rendered within fourteen (14) days of the Board review, the aggrieved person may request arbitration, and shall so notify the Superintendent, in writing, within five (5) days of receipt of the Board's decision, but in no case longer than sixty (60) days after submitting the grievance to the Board for review.
- C. The parties shall be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall have no authority or power to add to, delete, disregard or modify any provisions of the agreement.
- D. The decision of the arbitrator shall be final and binding on both parties.
- E. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, if any, shall be borne equally by the Board and the Association. Any other expenses incurred, shall be paid by the party incurring same.

ARTICLE IV Administrator Rights

A. Matters Not Covered

The parties agree that by mutual consent they will consult and negotiate and mutually agree on matters not covered by this Agreement, which are proper subjects for collective bargaining.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE V Sick Leave

- A. All *12 month* Administrators employed by the Kinnelon Board of Education for a full school year shall be entitled to fifteen (15) sick days. Any Administrator employed less than 12 months by the Kinnelon Board of Education for a full school year shall be entitled to twelve and one-half (12.5) sick days. Such sick leave includes the first scheduled workday of said school year (July 1 - June 30) whether or not the administrator reports for duty on that day.
- B. Newly employed administrators and supervisors working for less than a full school year shall receive one (1) day of sick leave for each month of employment during that initial school year. Unused sick leave days shall be accumulated from year to year with no maximum limit; however, the Board reserves the right to request a doctor's certificate after three (3) consecutive days of absence.
- C. Additional sick leave benefits shall be allowed to individual administrators on request at the discretion of the Board.

ARTICLE VI *Temporary Leaves of Absence*

All 10 and 12 month administrators will be entitled to the following specified leaves of absence:

- A. Three (3) personal business days, one (1) without advance notice to the Superintendent and two (2) with advance notice to the Superintendent. Unused personal days will accumulate as sick days for possible use as sick leave days in the future years or as possible conversion at retirement.
- B. Ten (10) additional days for family illness or death in the family. Administrators who do not utilize any days under this subsection during any school year will be credited with one (1) additional accumulated sick day. If an administrator needs more days from this category, accumulated sick days may be used.

ARTICLE VII *Vacations and Holidays*

- A. Vacations
 - 1. All administrators employed for twelve (12) months shall receive the following number of work days for summer vacation after:

one year of service	-	10 work days
two years of service	-	15 work days
the completion of the tenure year	-	20 work days

The last week in August will not be available for vacation unless approved by the Superintendent.

- 2. If an administrator is unable to use his/her vacation days due to his/her job responsibilities and after approval of the Superintendent, up to five (5) days may be carried forward for use in the next school year. Upon retirement, the association member will be entitled to be paid for accrued vacation days and five (5) carry-over days.
- B. All administrators shall follow the normal school year calendar as approved by the Board for the members of the Kinnelon Education Association. In emergency situations, the Superintendent may

ARTICLE VIII *Sabbatical Leave*

- A. An administrator may apply for a full year's leave of absence for institutional study at a seventy five percent (75%) of the salary for the year in which the grant is applied for and fifty percent (50%) for other studies, and will not accept gainful employment without prior approval of the Board.
- B. Administrators who have rendered seven (7) years of service to the district prior to the time of the requested leave of absence shall be eligible for the sabbatical leave consideration.
- C. The applicant will use the sabbatical period for education as outlined in detail.
- D. All requests for sabbatical leaves should be submitted to the Superintendent who will consider the requests and present the successful candidate to the Board by December 1st of the year preceding the requested leave to allow for budgetary provisions for replacement of personnel. The Board will give approval or disapproval in writing to the applicant by February 28th of the said preceding year.
- E. While the administrator is on sabbatical, the Board will grant and retain coverage in salary adjustments, cost of living and experience, hospitalization program, pension funds and other welfare programs accrued by the administrator during the leave period.
- F. The grantee will sign a legally binding commitment to return to the school district for a two (2) year period of service at the completion of the sabbatical leave. The legally binding commitment is to be secured by a promissory note which shall be obtained by the individual requesting the sabbatical leave for the amount of money to be advanced, unless mutually released from such an agreement. The Board releases agreement, and reimbursement for the sabbatical salary.
- G. Upon the return from sabbatical leave, the administrator, will be expected within ninety (90) days to file a complete report of the year's activities and how his experience is to be utilized to benefit the Kinnelon Public School System.

ARTICLE IX *Administrator Evaluations*

Procedures

- A. Each Association member shall receive at least one written evaluation from the Superintendent which shall indicate his performance factor and which shall be reviewed with him, in conference. This evaluation shall be made by April 1st and acted upon by the Board by April 30th.
- B. The individual administrator and the Superintendent shall sign all evaluations.

ARTICLE X *Salaries and Benefits*

HEALTH INSURANCE

1. The Board shall provide the current “Direct Access Plan” or an equal or better plan. All existing copays, deductibles and maximum out-of-pockets contributions for healthcare will be maintained. The board will not make any other changes to the health benefits of KAA members before July 1, 2011, unless mutually agreed by both the KAA and the Board.

A. Beginning July 1, 2010, the Board will offer a voluntary high deductible health plan that conforms with federal tax guidelines as an additional health plan choice. The start of HSA will be subject to health plan carrier criteria such as minimum number of participants. The K.A.A. will voluntarily use in-network providers whenever medically possible. The K.A.A. will voluntarily use generic medicines whenever medically appropriate. In accordance with Chapter 2, PL 2010, effective June 1, 2010, all KAA members must contribute 1.5% of their gross salary each pay period towards their health benefit costs.

B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of the procedures for obtaining coverage and conditions and limits of coverage listed above.

C. The Board shall provide an incentive program for employees opting not to receive health benefits. The following schedule shall apply to employees opting not to participate:

COVERAGE	INCENTIVE
Single	\$1,000
Married employee	\$2,500
Married employee opting single coverage	\$1,000
Eligible for family coverage waiving all coverage	\$3,000
Eligible for family coverage taking single coverage	\$1,000
Parent/child eligible waiving all coverage	\$1,000
Parent/child taking single coverage	\$500

Employees can opt to enter the incentive program or leave the program during the open enrollment period, unless a qualifying event occurs which necessitates that the employee be permitted to enter the program, i.e. death of a spouse, loss of coverage from a spouse, divorce.

Payment for those employees opting to participate in the incentive program shall be made in December and June on a pro rata basis for those periods of time an employee is entitled to health benefits.

D. The Board shall establish a Section 125 Plan.

E. In addition to the basic dental service plan, the Board agrees to pay for non-deductible coverage for each K.A.A. member.

2. Tuition Reimbursement - All semester hours of credit approved prior to enrollment by the Superintendent will be reimbursed by the Board. Effective in the 2006-2007 school year, reimbursement per

In the event that a college approved program has received prior approval, all parts of the program shall be approved by the Superintendent. In order to be approved, a course must be recognized by the New Jersey Department of Education.

Reimbursement shall be granted only when the applicant has completed the course in accordance with the requirements of the college or institution giving the course, and shall have attained at least a “B” grade or equivalent with full credit for said course. In courses in which a pass/fail grading system is used, “pass” will be considered as a “B” for reimbursement purposes.

An official reimbursement form is to be submitted to the Superintendent with either grade slips or an official transcript for proof of the successful completion of the approved course work. Late submission, because of extenuating circumstances, must be approved by the Superintendent. Tuition reimbursement checks will be issued during the months of October, February, and June for all courses completed and documented prior to these months. The Administrator must be actively employed in September, January, and May in order to receive tuition reimbursement for courses previously completed.

Personnel on an unpaid leave of absence will not be eligible for tuition reimbursement.

3. The Board will contribute up to a total of \$8000 each year towards travel, lodging and meals for workshops, seminars, conventions and conferences which have received prior approval from the Superintendent. The pool of funds will be shared by all K.A.A. members until the pool of money is expended in any fiscal year. During the 2010-11 school year, the reimbursement for district travel will be frozen and no reimbursement granted.
4. The board will pay professional dues for State and National Associations, which have been approved by the Superintendent.
5. The base salaries for all K.A.A. members will be increased by 3% annually for the 2009-10 school year and 1.5% for the 2010-11 school year. A one time addition of \$34 per person will be added to their base salary for 2010-11.
6. Association members earning a doctoral degree after July 1, 2006 will receive an additional \$2,000 per year at the beginning of the school year.
7. Any individual employed in the Kinnelon Schools as an administrator will receive longevity in the amount of:
 - \$3,000 for 7 years
 - \$5,000 for 10 yearsAnniversary dates will be determined by the first day of the anniversary year.
8. In the event of a district decision to alter a job title, a K.A.A. member, after gaining the approval of the K.A.A. bargaining unit, will then have the opportunity to negotiate a salary adjustment.

ARTICLE XI Post-Retirement Benefits

- A. K.A.A. members who retire or expire and qualify for pension benefits in accordance with the requirements of the New Jersey Teacher's Pension and Annuity Fund will be eligible to receive a post-retirement payment from the Board measured by the number of accumulated sick leave days.
- B. The K.A.A. member must have completed a minimum of fifteen (15) years in the district.
- C. The K.A.A. member must give the board ninety days (90) day's notice of intent to retire. Every effort will be made to provide six (6) months advanced notice of intent to retire whenever possible. Notice requirements will be waived in emergency retirements. In the event that a six (6) month notice of intent to retire is not provided, the payment shall be made in the following year. The payment of any amount that exceeds \$15,000 will be distributed pro-rated over the next three budget years.
- D. Payment for unused sick leave will be determined by multiplying the number of accumulated sick days by 2.5 times the substitute teacher pay rate. Payment for unused sick days shall be capped at \$15,000 for all administrators. Any Administrator who has accrued accumulated sick days with a value of \$15,000 or more shall be capped at the amount accumulated as of June 30, 2010.
- E. Payment will be made on or about July 1st following retirement for those KAA members giving the Board six (6) months' notification as described in section C above.
- F. The balance of the Payment, if any, will be distributed to the KAA member's estate in the event the KAA member dies prior to the payment of the last installment pursuant to above.
- G. Sick Day Bank - New Administrators to the District may be credited with up to 90 calculated sick days from prior employment which will be treated as if accrued in Kinnelon. However, for every sick day earned in Kinnelon, the Board will reduce its recognition of the prior sick days on a one-for-one basis.

Article XII Board-Administrative Relations

- A. Mutual Recognition of Ethical Relationships

The Association and the Board agree that a positive and sound relationship is needed to develop an approach to team management and that the Board's chief function is the development of policy and that the chief function of the members of the Association is to administer to schools as prescribed in the Board's policy,

- B. Communication - Board, Superintendent, Administrators, Faculty

It is agreed by both the Association and the Board that there will be two meetings per year if requested by either group. The meetings shall consist of less than a majority of the members of the Board and a majority of members of the Association to discuss problems of mutual concern which have previously been discussed with the Superintendent. The dates of such meetings, will be agreed upon by both

parties. Additional meetings may be called during the school year by mutual agreement. The Superintendent and the Board Secretary may be present at the agreed-upon meetings.

Article XII Duration of the Agreement

A. Duration Period

This agreement shall be effective as of June 24, 2010 and shall continue until June 30, 2011, subject to the Association's right to negotiate over a successor agreement as provided herein and as specified in Article II, Section A. The agreement shall not be extended orally, and it is expressly understood that it shall expire on that date indicated unless it is extended in writing.

B. Failure to Reach Agreement

Should the Association and the Board fail to reach an agreement by June 30th of any given year, any subsequent agreement will be retroactive to July 1 of the new contract year.

C. Status of the Agreement

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first written above.

Kinnelon Administrators Association

Kinnelon Board of Education

President

President

Secretary

Secretary