

Revision #1
5/5/05

AGREEMENT

Between

VERNON TOWNSHIP BOARD OF EDUCATION

And

VERNON TOWNSHIP ADMINISTRATORS ASSOCIATION

JULY 1, 2005 THRU JUNE 30, 2008

Preamble

This agreement is made and entered into on the day of May, 2005 by and between the Vernon Township Board of Education (hereinafter referred to as the "Board"), and the Vernon Township Administrators Association (hereinafter referred to as the "Association").

This agreement has been negotiated in keeping with state laws, state codes, court rulings, and PERC regulations. This agreement as written incorporates the full, entire and inclusive understanding of both parties regarding any and all matters which were or might have been negotiated. Any matters not so specified in this agreement is not to be modified in part or in whole by either party except by mutual agreement concluded by a mutually accepted and signed, written instrument.

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Recognition	1
II	Grievance Procedure	3
III	Responsibilities and Procedures	6
IV	Evaluations	8
V	Leaves	10
VI	Professional Development	15
VII	Salary Regulations	17
VIII	Other Benefits	18
IX	Salary Agreement-Salary Guides	21
X	Miscellaneous Provisions	22

ARTICLE I

RECOGNITION

The Vernon Township Board of Education, hereinafter referred to as the “Board” recognizes the Vernon Township Administrators Association, hereinafter referred to as the “Association”, as the authorized representative for collective negotiations concerning terms and conditions of employment for **VTAA employees** as specified:

- A. This agreement, as stipulated, includes all matters subject to such negotiations and is all inclusive, all other matters are excluded from such negotiations.
- B. Persons represented by the Association are to be only full time, contracted, certified persons holding building administrative positions, or administrative status as defined by positions listed as follows: Principals, Assistant Principals, District Directors, Supervisors **and VTHS Academic Chairpersons.**
- C. The Board and the Association agree to engage in good faith negotiations in accordance with Chapter 123 of the Public Laws of 1974, and its antecedent Public Law 303 of the Laws of 1968, and the regulations and rules established by the Public Employees Relations Commission. In preparation for negotiations, the Board shall make available relevant data requested by the Association, and permit inspection of all relevant public records.
- D. It is fully understood and accepted that all **VTAA employees** have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations. As a duly elected governmental agency, under the authority of law in the State of New Jersey, the Board agrees that these rights of collective negotiations as conferred by the previously mentioned State Statutes, and the Federal and State Constitution, are fully conferred upon the Association, and matters relative to terms and conditions of employment shall not be applied in a discriminatory fashion against any **VTAA employee** because of participation in lawful activities of the Association including collective negotiations or filing of a grievance, or other factor having to do specifically with Association matters specifically described within this Agreement and within the process of collective negotiations. Further, nothing construed within this Agreement is intended to modify, deny, restrict, expand, interpret, or violate rights for **VTAA employees**, the Board, or the Association, as described in the existing laws and statutes of Federal government and state of New Jersey, including such constitutions, rulings of the State Commissioner of Education, and rulings of the court.
- E. The Board and Association agree to respect the powers, responsibilities, authority of each as defined by Federal and State constitutions, Federal and State statutes, including Title 18A and Administrative Code VI, Federal regulations and State Board regulations, Executive orders, court rulings, rulings of the State Commissioner, rulings of PERC, policies of the Vernon Township Board of Education, and direction as established by the Superintendent of Schools, as chief administrative officer of the school district.

- F. In the event that any part of this Agreement is later ruled invalid by a court or any legislative act, then only that section so ruled shall become invalid, and the rest of this agreement shall remain in force.
- G. In keeping with the Federal Constitution and its amendments, the Association and its individual **VTAA employees** have the right to give public expressions of agreement or dissent regarding district policies or procedures. Such expression is not to be construed as license to disrupt, or to be construed as an expression of disloyalty or to manifest or incite insubordination. Further, such public expressions are not with any understanding that the **VTAA employees** or Association will at any point fail to comply or conform with such policies, procedures, or assigned duties as established by the Board and its executive officers (Board President and/or Superintendent).
- H. In all matters of this agreement and school operations, **VTAA employees** shall comply with the “chain of command”.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim based upon an event or condition which allegedly violates the provisions of this agreement between the Board of Education and an aggrieved **VTAA employee**.
2. An “aggrieved” **VTAA employee(s)** is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any one person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The counting of days for time limits shall commence at midnight of the day the grievance is received.
5. The term “grievance”, however, shall not apply to any matter as follows:
 - a. for which a method of review is presently prescribed by law or State Board rule having the force and effect of a law; a matter affecting an employee as arisen by the reason of the application of any rule or regulation of the State Commissioner of Education, or
 - b. which is a complaint of a non-tenure certified **VTAA employee** arising by reason of his/her not being re-employed, provided the **VTAA employee** has been informed previously at a conference with the administration of the fact that he/she will not be recommended for re-employment.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare of, or terms and conditions of employment of **VTAA employees**.
2. Nothing herein contained shall be construed as limiting the right of any **VTAA employee** having a grievance to discuss the matter informally with the immediate supervisor of the administrator.

C. Procedure

1. Time Limits – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by a mutual written agreement.
2. Informal – A **VTAA employee** with a grievance shall first discuss it with his/**her** immediate supervisor with the objective of resolving the matter informally.
3. Formal – If the **VTAA employee** is not satisfied with the disposition of his grievance through informal procedure, he/**she** shall file the grievance in writing with the Superintendent. The Superintendent will render a written decision within ten (10) school days after the receipt of the written presentation of the grievance.
4. Board of Education – If the aggrieved **VTAA employee** is not satisfied with the disposition of his/**her** grievance by the Superintendent, or if no written decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/**she** may request in writing that the Association submit his/**her** grievance to the Board. If the Association determines that the grievance is meritorious it may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved **VTAA employee**.
5. Appeal
 - a. If the aggrieved **VTAA employee** is not satisfied with the disposition of his/**her** grievance by the Board or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board of Education, he/**she** may within five (5) school days after a decision by the Board of Education or twenty (20) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association appeal. If the Association determines that the grievance is meritorious, it may appeal the grievance within fifteen (15) school days.
 - b. Within twenty (20) school days after such written notice of appeal, the Board and Association shall attempt to agree upon a mutually acceptable hearing agency to serve. If the parties are unable to agree upon a hearing agency or to obtain such a commitment within the specified period, a request for a commitment within the specified period, a request for a list of hearing officials may be made to PERC by either party. The parties shall follow the rules and procedures of PERC in the selection of a hearing officer.

- c. The hearing officer so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/**her** findings not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The hearing officer's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The hearing officer shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- d. The costs for the services of the hearing officer, 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 party making the claim. Any other expenses incurred shall be paid by the party incurring same.

6. Rights of Administrators to Representation

- a. Any aggrieved **VTAA employee** 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.
- b. No reprisals of any kind shall be taken by the Board of any **VTAA employee** against any party in interest, any representative, any **VTAA employee**, or any other participant in the grievance procedure by reason or such participation.

7. Miscellaneous

- a. Separate Grievance File – 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.
- b. Forms – Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. This shall be accomplished within twenty (20) school days after the agreement is signed. (Forms currently in force to remain in force).
- c. Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE III

RESPONSIBILITIES AND PROCEDURES

- A. The Board and the Association recognize the professional attainment and function of the **VTAA employees** stipulated within this agreement. The Board will maintain current management practices as defined by existing Board policies and existing practices, and agrees not to submit to negotiations with any other collective organization, any management prerogatives currently in force, as assigned and delegated and contracted as a function of such administrators, and as established by existing, written procedures. Such functions to include matters relative to faculty and staff assignments and evaluation as appropriate to each building, matters of student supervision, student activities, student assignment, as appropriate to each building; matters of curricular and co-curricular activities and such development as appropriate to each building; matters of budget development, requisitioning, and purchasing appropriate to each building; matters of security, maintenance, and operations regarding buildings and grounds equipment as appropriate to each building, and as presently defined by written Board policies and written procedures. It is further understood and agreed that the aforementioned listing is not totally inclusive, but rather, typifies management and administrative functions as established by practice and written procedures. The aforementioned matter is based upon the fact that only duly contracted, certified, administrative personnel exclusively can be, and are responsible and accountable for educational activities as established by the Board under unit control.
- B. It is further agreed that the Board retains the prerogative to involve appropriate **VTAA employees** during the negotiations process with faculty or non-faculty employee units if and when appropriate. Such presence is to monitor and insure the maintenance and management and administrative functions and prerogative, and so that appropriate **VTAA employees** may serve as assigned in an advisory capacity concerning such collective negotiations, to the superintendent and the Board to insure the primary mission of providing quality education and instruction to the students enrolled in school buildings under the direction of said **VTAA employees** in the Vernon Township Schools.
- C. In keeping with State law, if any **VTAA employee** is directed and required to appear before the Board, or any committee or member or agent thereof, concerning a matter which may directly bear upon and adversely affect the continued employment of said **VTAA employee** in his/her office position or recommendations regarding granting salary increments pertaining thereto, said **VTAA employee** is to be of given prior written notification (of at least 24 hours) of such a meeting and the causes and reason for this meeting or conference, and is entitled to have a representative of his choice present during said meeting or conference.
- D. **VTAA Employee Duties and Responsibilities** – **VTAA Employees** covered by this contract shall be responsible for all duties and responsibilities in accordance with the policies and bylaws of the Board of Education related to job descriptions for appropriate positions, NJ state statute, NJ administrative code, superintendent's directives, and past practices dealing with administrative duties, responsibilities, and expectations in the Vernon Township School District.

ARTICLE IV

EVALUATIONS

- A. Building **VTAA employees** are to be observed and evaluated by contracted, certified administrators so designated by the school board, provided the superior – subordinate function is maintained. Such observations and evaluations are to be in compliance with statute and code. This article applies to employees who are both non-tenured and those who are tenured. Such observations/evaluations to meet requirements of NJSA 18A and NJAC Title 6; (appropriate statutes, codes, and rulings). Further, annually all **VTAA employees** shall have a composite evaluation including performance appraisal and performance improvement.
- B. In keeping with NJSA 18A:29-14, Administrative Code Title 6, and Commissioner’s rulings, the Board retains its right to withhold increments. Further, the Board retains its right to terminate employment of non-tenured **VTAA employee** within the confines of a 60-day termination clause at any time provided legal requirements are met and the **VTAA employee** concerned is so notified.
- C. Specifically concerning non-tenured **VTAA employees**; such **VTAA employees** to receive three observations in writing. The written observations to be reviewed by the employee concerned and these three observations completed in a timely manner prior to March 30th annually. Additional observations may be made as appropriate. Regarding such observations, the non-tenured **VTAA** employee observed has the right to request a conference concerning the observation and to file a personal statement responding to the observation and attached to the observation itself in the personnel file kept by the superintendent’s office. Request for a conference and the filing of any such written response must take place within ten (10) school days after receiving the written observation. Should the **VTAA** employee fail to respond within ten (10) days after receiving the written observation, then a copy of the unsigned observation shall be placed in the individual’s file with her or his failure to sign the observation so noted.
- D. Non-tenured **VTAA employees** will be notified not later than April 20th annually in writing of the superintendent’s intention to recommend contract renewal or not. The Board’s disposition regarding the superintendent’s recommendation shall be made known by April 30th.
- E. Non-tenured **VTAA employees** who have received a notice of termination may request written reasons for the termination and subsequent to receiving these, may request a non-adversarial hearing before the Board as specified by code.
- F. Concerning tenured **VTAA employees**, each shall receive at least one written observation annually as specified by statute and code. This response to this observation shall be in similar fashion to observations of non-tenured **VTAA employees** with the right for a conference, written **VTAA** employee response, all within a ten (10) day time limit, with the filing of the unsigned notated observation should the individual concerned fail to respond.

- G. Upon written request, and a scheduled appointment, a **VTAA employee** shall be permitted to examine his/**her** personnel file in the presence of the superintendent/designee, not removing said file from the central office. Any materials in such files may be reproduced by the **VTAA employee** concerned, at his request, except for official university/college transcripts, (if copied, will be marked as unofficial copies). After said review of files, if an item is inaccurate or obsolete, and if this claim is sustained by the superintendent, then by mutual agreement such items will be removed from the personnel file. Should the **VTAA employee** request not be sustained by the superintendent, then the concerned **VTAA employee** may file a written appeal to the Board personnel committee for consideration of removal of such material. In filing this appeal, or at an affiliated hearing, the concerned **VTAA employee** is entitled to representation at his/**her** option.

ARTICLE V

LEAVES

A. Annual Leave

VTAA employees under a 12-month contract shall be eligible for 27 days of annual leave; such leave to be scheduled each spring under written procedures already in practice, and to be filed for approval with the Superintendent. In the event that a **12-month VTAA employee** is not able to take all annual leave during the summer months (this is the first preference in such scheduling) then unscheduled or unused annual leave is to be accurately recorded and can be taken at a time subject to approval by the Superintendent, during the regular school year. If a mutually agreeable time for taking such leave cannot be implemented by the end of a contract year (June 30th), then the **VTAA employee** may have his annual leave accrued; such accrual not to exceed ten (10) days annually. If annual leave days are not accrued and are not taken, the **VTAA employee** must file a written accrual notification by May 15th to the Superintendent stating her or his/**her** intent to accrue leave. Only ten (10) days may be accrued. Any other annual leave days from that specific year other than ten (10), if not taken, are lost. The grand total of any accrual shall not exceed forty seven (47) days. Concerning extenuating circumstances, the **VTAA employee** concerned may appeal to the Board as provided for in Policy 3433. Accrued leave may only be taken with a written request filed with the Superintendent's office and approved by his office. Such requests for any lengthy leaves will generally not be granted during the academic school year. At the time of termination, retirement or resignation, then any **VTAA employee** having such accrued annual leave is to be paid for each day on a per diem rate based upon his/**her** salary for the year when separation from employment occurs.

In the event that a **12-month VTAA employee** leaves employment before working the full year (through June 30th), then it may be that the **12-month VTAA employee** will have taken annual leave in advance of earning it and therefore will be reduced in pay on a pro-rated basis, per past district practice.

B. Additional Annual Leave for Years of Service

VTAA employees employed in the Vernon Township Public School District will have additional annual leave based upon years of service in the school district in a teaching, supervisory, or administrative capacity. These additional annual leave days will be in accordance with annual leave days as outlined in Section A of this article.

- After 5 years service in Vernon Township – 1 additional day
- After 10 years service in Vernon Township – 1 additional day
- After 15 years service in Vernon Township – 1 additional day
- After 20 years service in Vernon Township – 2 additional days

A maximum of 32 days total annual leave in any given year.

C. Sick Leave

VTAA employees shall be entitled to twelve (12) days of sick leave annually, with said leave to be accumulated in the event that it is not required for use. The Board may require a physician's certificate in case of sick leave claimed as provided by statute.

D. Short Term or Temporary Leave

Personal Business Leave – Annually each **VTAA employee** shall be eligible for three (3) non-accruable personal business days to attend to such items as court or legal proceedings, personal business that cannot be handled outside of school hours, serious injury or illness in the immediate family, or another matter of emergency or personal business not specified. Notification of such intent to take such personal business leave is to be filed in writing with the superintendent prior to taking such leave, except for emergencies. In all cases, such taking of leave must be reported to the superintendent in writing. Unused personal business days during any year are to be converted to accumulated sick leave.

Other short term or specialized leave of absence without pay may be granted by the Board with just cause and good reason.

E. Extended Leaves

1. Association Business – A **VTAA employee** designated by the Association, may, after filing a written request so explaining and stipulating, be granted a leave of absence without pay, for a period of not more than one (1) year for the purpose of engaging in activities of the Association or its affiliates.
2. Professional Activities – A **VTAA employee** may be granted a leave of absence without pay for a period of up to one (1) year to engage in professional activities including research, study, writing, teaching in an accredited college or university, or engaging in other specialized activities within the professional scope of education such as federal or state duties.
3. Extended Leave Attributable to Illness in Immediate Family – A leave of absence without pay for up to one (1) year may be granted upon written request, so stipulating and explaining, for the purpose of caring for an ill member of the **VTAA employee's** immediate family.
4. Other Leaves – Other leaves of absence without pay may be granted by the Board for good reason.

F. Sabbatical Leave

A sabbatical leave, for the purpose of study (full time student only) or academic travel, may be granted to a **VTAA employee** subject to the following conditions:

1. Eligibility for leave is only after completion of seven (7) consecutive, full years of service in the Vernon Township School District.
2. Requests for sabbatical leaves must be written not later than October 21st of the preceding school year unless a date is mutually agreed upon for a revision by the Board and the **VTAA employee** for a good cause. A decision will be rendered by the Board of Education on all requests not later than March 15th of the preceding school year. Such decisions to be final and non-grievable.
3. Sabbatical leaves may be granted to a maximum of two **VTAA employees** per year.
4. In the event that the maximum number of leave requests is exceeded, consideration will be given in accordance to the request date in order of receipt.
 - a) A written application must be dated, signed, and describe in full the leave, including length of leave, purposes, and value to the school district.
 - b) The Board or Superintendent may require the applicant to appear in person for an interview regarding the request for such a leave.
5. In the event a **VTAA employee** is selected to receive a study grant or as an alternate to a grant, then such notification comes after the cutoff date of leave request, then the leave request date will be extended until April 1st unless a revision is mutually agreed upon by the Board and the **VTAA employee**.
6. A **VTAA employee** on sabbatical leave for a full school year shall receive one half (50%) of his salary for that full year period. A **VTAA employee** on sabbatical leave for a semester or half year, shall be paid at the rate of full pay of his contract year he would have received while on active assignment.
7. Sabbatical leave is not cumulative.
8. A condition stipulated prior to the granting of a sabbatical leave is a written agreement on the part of the applicant to return to the Vernon Township Schools for a length of two years of service after the sabbatical leave is completed.
9. Sabbatical leave shall not be granted for the purpose of engaging in a gainful occupation or to study for another profession or occupation. During the period of the leave the **VTAA employee** on leave will be required to file written reports planned in consultation with the Superintendent and will file official transcripts if the leave has been granted for formal college study.

10. A final sabbatical leave report shall be filed within 90 days following return from the sabbatical leave, containing an account of leave activities, a progress statement relative to the leave application, a proposal statement relative to continued study and application of knowledge gained during the leave.
11. If either the Board or its agents or the association learns of an allegation that the **VTAA employee** on leave is not fulfilling the purposes of such leave, then this shall be reported in writing to the Board and the Association and the Chief Administrative Officer of the district. After a hearing to determine the accuracy of such allegations, the Board may, if allegations are true, terminate the sabbatical leave as of the date of such hearing and the **VTAA employee** concerned and Board may arrive at a mutual agreement which could include resignation and refunding of any sabbatical leave payment accepted by the **VTAA employee** concerned.
12. Return from Leave – Upon returning from an approved sabbatical leave the **VTAA employee** concerned shall be placed upon the salary schedule he/she would have achieved at his/her next full time contract year, provided he has met recommendations for such increment. Also, whatever benefits to which the **VTAA employee** was entitled at the time of his leave commencement – including accumulated sick leave, annual leave time; shall be restored to him/her upon such return since these benefits would have been retained on an inactive basis, and such **VTAA employee** shall be assigned to the same position held when such leave commenced, if available, or if not, to a substantially equivalent position. Any time spent on such leave does not fulfill any time requirements for acquiring tenure.

G. Retirement Exit Leave

Retirement exit leave is only for the purpose of NJ TPAF retirement.

1. Eligibility
 - a) Eligible only after 15 years of consecutive administrative service in Vernon Township Schools or 20 years total service in Vernon Township Schools.
 - b) **VTAA employees** eligible only for the purpose of retirement from employment in the public school district of Vernon Township as a member of NJ TPAF. (Leaving employment in the Vernon Township Public Schools prior to retirement or for other NJ public school educational employment eliminates eligibility.)
 - c) Any **VTAA employee** on any extended leave (does not include sick leave) for 3 consecutive months during the retirement year (year immediately preceding retirement) is not eligible.
 - d) **VTAA employee** concerned becomes eligible only upon notifying the superintendent in writing at least six months before the retirement date and thereupon with the recommendation of the superintendent and Board approval.

2. Leave Determination and Operation

- a) After 15 years, an additional 27 days
 - b) After 20 years, an additional 18 days
 - c) Maximum retirement exit leave – 45 days. For all new **VTAA employees** hired after 7/1/99, the maximum retirement leave – 45 days, NOT TO EXCEED **\$12,500**.
 - d) Such exit leave will be paid on a normal payroll schedule at a salary reflecting the current salary at the time of employment; i.e. retiring **VTAA employees** will be paid out the number of days of exit leave on a regular payroll program after the last day physically present for work. (That is, if the retirement date is June 30th, the exit leave for which the **VTAA employee** was eligible would begin in July, paid out in a regular payroll schedule.)
3. Rationale – Retirement exit leave is representative of Board recognition for loyal and true service including administrative presence and responsibility required in an extended work day (pre-school morning, post-school afternoon, evening, emergency callbacks, etc., plus extended work week including presence at various activities weekends and holidays and an extended work year.)
 4. This addendum/article is separate from and has no correlation to an accrued leave which a **VTAA employee** might have had to which the administrator is entitled, either to take as leave or for payment as provided in the Board/VTAA agreement.
 5. Under no circumstances will any **VTAA employee** be eligible for retirement exit leave as described above if that **VTAA employee** leaves under circumstances other than a fully honorable resignation for the purpose of retirement. Any departure because of disciplinary matters, including formal notice of the likelihood of an increment being withheld or the possibility of facing tenure dismissal charges, shall render this retirement exit leave benefit null and void and further, such a denial because of this purpose shall not be grievable and shall not be appealable.

H. Death in Immediate Family or Household

Absence due to a death in the immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days. The term “immediate family” shall include parents, grandparents, sister, brother, husband, wife, father-in-law, mother-in-law, children, or any other relative.

I. Death of a Close Friend

Up to three (3) days absence may be granted in the case of the death of a close friend.

J. Separation from Service

1. A **VTAA employee** who dies before his/**her** contract period is completed shall have cash payment for any annual leave earned during the year of death plus any and all accrued annual leave, all accrued sick leave benefits, and his/**her** exit leave, if applicable, paid to his/**her** estate.
2. A **VTAA employee** who resigns or retires during the contract year shall receive cash payment for any annual leave earned during the year of separation plus any and all accrued annual leave, all earned sick leave benefits, and his/**her** exit leave, if applicable.

K. Other leaves of absence, without pay, may be granted at the Board's discretion for just and good cause.

ARTICLE VI

PROFESSIONAL DEVELOPMENT

Annually, as defined by written procedures based upon the need for **VTAA employees** to maintain contact with current educational practices and to become conversant with new and upcoming educational practices and matters, **VTAA employees** will be eligible to engage in a program of professional development as defined herein:

- A. Memberships (3) in professional associations appropriate to the individual **VTAA employee** and his assigned duties; (NJPSA, NASSP, NAESP, LEC, ASCD) **and Sussex County Administrators Association (SCAA).**
- B. Attendance at appropriate professional workshops, seminars, and conferences.
 - 1. The board encourages the continuing professional growth of **VTAA employees** through their participation in workshops, seminars, institutes and state, regional, and national conferences. **VTAA employees** covered by this contract may request to attend such professional development programs at the discretion and approval of the superintendent.

In its encouragement to attend professional development programs, at the discretion and approval of the superintendent, **VTAA employees** will be reimbursed for a grand total of **\$2,500** per year, for all such professional programs. Reimbursable costs to include program registration, lodging, travel, and food. Once the total annual reimbursable expense amount of **\$2,500** is expended, individual **VTAA employees** will be responsible for any and all costs over and above the **\$2,500** for that school year.

The grand total amount of **\$2,500** per **VTAA employee** per year of reimbursable expenses, does not include reimbursable expenses incurred while **VTAA employees** are attending local, county or state one day meetings.

- C. To improve **VTAA employee** performance tuition assistance is developed as follows:
 - 1. Eligibility requires full-time, contracted status, fully certified. Either fully matriculated in a graduate degree program or in a Board approved graduate improvement program, but not for any additional or revised certification – all courses must be taken at the graduate level.
 - 2. Twenty one (21) credits for a fiscal year at 80% of tuition costs exclusively is established as the maximum credits and the maximum reimbursement. Credits may be taken summer, fall, or spring. Under no circumstances can any leave other than annual leave be used for graduate school attendance, and scheduling for such graduate school attendance can only be approved provided there is no conflict with the performance of **VTAA employee** duties and assignments in general, or as uniquely assigned to a **VTAA employee**.

3. Application for such course work to be made in writing in a standardized format including the **VTAA employee's** name, assignment, university, course title and description, and a statement as to how the course will affect and improve **VTAA employee** performance.

Approval must be granted through the chain of command up to the superintendent prior to course registration and such judgment is not subject to grievance. Reimbursement will be made only after completion of course work and upon submitting a purchase order along with appropriate documents – course approval form, copy of tuition payment, and an official transcript indicating accomplishment of a grade of “B” or higher, or a “P” in a pass/fail course.

ARTICLE VII

SALARY REGULATIONS

- A. Salaries are set forward in Article IX – Salary Agreement, Salary Guides.
- B. In keeping with 18A:29-9, initial salary placement shall be at such point as agreed upon by the employed **VTAA employee** and Board.
- C. **VTAA employees** covered by this agreement, employed on a full-time contract, who are hired on or before January 1st of any school year, shall be given credit for a full year in salary step on the established scheduled.
- D. **VTAA employees** will be notified of contract status as specified by law, not later than April 30th. Salary notification depends upon completion of such negotiations prior to that date. Should such negotiations not be complete, administrators will be notified of their individual salary status subject to completed negotiations and PERC regulations.
- E. **VTAA employees** are paid July 1st thru June 30th of the following calendar year in twenty four (24) equal, semi-monthly payments. **VTAA Academic Chairpersons who are 10-month employees may elect to have their paychecks distributed over 12 months (24 payments) instead of 10 months (20 payments).** Final checks are released on the last working day of the fiscal year in June, provided all legal and procedural responsibilities of the administrator are fully complied with and met.
- F. **VTAA employees** may elect to join a tax sheltered annuity program in operation in the Vernon Township School District on an individual basis and may also elect to have 10% of their salary deducted, saved and paid on the fiscal pay date in June either upon resignation, termination, or retirement. The responsibility to be so involved in such plans rests exclusively with the administrator and such requests are to be made in writing and in compliance with existing procedures.
- G. Credit Union Contributions

The board will arrange, for administrators who choose to do so, to have credit union contributions in any amount deducted from their pay checks.

ARTICLE VIII

OTHER BENEFITS

A. Health Insurance

1. Health care benefits are to continue as in force.
2. 100% coverage (payment of premiums) for single and/or dependent hospitalization insurance (family plan) shall be provided.
3. Each **VTAA** employee shall be provided, upon written request, with a description of the health care benefits insurance program provided herein. This shall be a description as provided by the health care benefit carrier.
4. Annually, newly hired persons will be provided with this health care description.

B. Dental Insurance

100% payment of premiums by the board for Class I dental coverage. Effective July 1, 1996, for Class II and Class III dental coverages, employees will pay a deductible of \$25 for individual coverage and \$50 for family coverage for each of the two classes: **Class II and Class III dental coverage**

C. Prescription Plan

- 1) **A prescription plan will be provided by the Board for coverage of the VTAA employee and dependents (family plan).**
- 2) **The VTAA employee co-payment for prescription drugs shall be \$10.00 for each “name brand” prescription drug purchased and \$5.00 for each “generic” prescription drug purchased.**

D. Optical Insurance

An eye examination and eye glass prescription plan will be provided by the board for coverage of the **VTAA** employee and dependents (family plan).

E. Physical Examinations

1. Eligibility
 - a) All **VTAA employees** of the Association are eligible for a physical examination paid for by the Board once every two years effective 7/1/93.

- b) The order of the physical examinations shall be determined by the Association with not more than 25% of the group receiving an examination in each half of each contract year.

2. Coverage and Costs

- a) The physical examination shall consist of, but not be limited to, the following: urinalysis, EKG, chest X-ray, CBC stress test, and multi-phasic blood screening (thirty test factors and thyroid). Female **VTAA employees** shall also have included a complete gynecological examination, including mammography exam. A sigmoidoscopy shall also be provided upon request by the employee.
- b) The cost for this physical examination shall be borne by the Board up to \$400 for each examination.

C. Procedure

- a) Arrangements for a physical examination shall be made through a medical group designated by the Superintendent and/or the Board; or through a physician of the **VTAA** employee's choice.
- b) In either arrangement above, the **VTAA** employee shall first submit all medical charges and related expenses through the district's hospital/medical carrier. All additional charges as a balance due shall be submitted for reimbursement by the **VTAA employee**. The **VTAA employee** is responsible for preparing a purchase order for the amounts of reimbursement in accordance with 2b above.
- c) After completion of the physical examination, a copy of the results will be forwarded to the Superintendent's office for placement in the **VTAA** employee's personnel file and will remain confidential.

G. **VTAA Employee Attendance Award**

VTAA employees covered by the agreement who have 100% attendance are eligible for and will receive a \$200 cash award with their last check at the end of the school year reflecting 100% attendance for that school year. A **VTAA employee** who is absent for one day will receive an award in the amount of \$150 provided in similar fashion as noted above. Perfect attendance is defined as no days absent, either full, half, or partial, for reasons of sick or personal leave. One day's attendance is defined as one day's absence, either full, half, or partial, for reasons of sick or personal leave.

H. Payment for Accumulated Sick Leave

1. a) After 15 years of dedicated and loyal service and upon leaving the district honorably, **VTAA** employees will be entitled to receive \$50 per day for accumulated sick leave up to a maximum of 50% of the total days accumulated. Any **VTAA employees** hired after July 1, 1999 will be entitled to receive \$50.00 per day for accumulated sick leave to a maximum of **40%** of the total days accumulated.
b) To be paid with the final payroll check or at a mutually agreed time arranged by the **VTAA employee** and the school district after June 30th.
2. a) After 20 years of dedicated and loyal service and upon leaving the district honorably, **VTAA** employees will be entitled to receive \$50 per day for accumulated sick leave up to a maximum of 75% of the total days accumulated. Any **VTAA employee** hired after July 1, 1999 will be entitled to receive \$50.00 per day, maximum of 50% of the total days accumulated.
b) To be paid with the final payroll check or at a mutually agreeable time arranged by the administrator and the school district after June 30th.
3. a) After at least 20 years of dedicated and loyal service and upon retirement from the Vernon Township Public Schools in accordance with the N.J. and Annuity Fund requirements, and administrator will receive \$75 for each day of accumulated sick leave accrued as of the date of retirement.
b) To be paid with the June 30th check at the time of retirement or at a mutually agreed time arranged by the **VTAA employee** and the school district after June 30th. Any **VTAA employee** hired after July 1, 1999 will not be entitled to this sick leave benefit of 3a) and b).

I. VTAA Employee Doctoral Award

Upon conferral of an earned doctoral degree, the **VTAA employee** is to receive an administrative degree award of \$1,000 on a one time basis as a stipend, not to be part of salary.

ARTICLE IX
SALARY AGREEMENT

Total salary expenditures shall be increased by the following percentages and shall be distributed on salary guides approved by the Board of Education and attached to this contract.

7/1/05 – 6/30/06	4.0%
7/1/06 – 6/30/07	4.0%
7/1/07 – 6/30/08	4.0%

VTAA Employee Longevity

Indicated below are the monetary entitlements that VTAA employees will be entitled to dependent upon their years of service to the district. The longevity entitlement will be added to the annual base salary of a VTAA employee as indicated as the yearly salary guide.

10 Years of Service to the District	\$500
15 Years of Service to the District	\$750
20 Years of Service to the District	\$1,000
25 Years of Service to the District	\$1,500

Annual Leave Cash-In

An opportunity for 12-month VTAA employees to either cash in at a per diem rate with appropriate tax deductions, four (4) of their earned annual leave days per year or have it placed in a tax shelter annuity. Notification of 12-month VTAA employees intent to cash in four (4) days must be forwarded to the Superintendent in writing no later than January 1st of each contractual year.

Over Night Excursions

All VTAA employees are to receive \$75 per night for school-student related overnight excursions.

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. The Board of Education will not make changes unilaterally in terms and conditions of employment as specified in this agreement; changes may be mutually agreed to. Any individual contract between the Board and an individual **VTAA employee** in this unit heretofore and hereafter executed except for initial employment, shall be subject to and consistent with the terms and conditions of this Agreement. If a **VTAA employee** contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination in hiring, training, assignment, promotion, transfer or discipline of **VTAA employee** or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any **VTAA employee** employment benefit existing prior to its effective date.
- D. Copies of this Agreement shall be printed by the Board within thirty (30) days after the Agreement is signed and they will be presented to all administrators now employed or hereafter employed by the Board.
- E. Use of Automobile
 - 1. **VTAA employees** who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current I.R.S. reimbursement rate as specified in Board policy. Reimbursement made only upon submission of appropriate documentation including authorization for approval of such travel, destination, date and time, distance, and appropriate reports if applicable.
 - 2. The Board will maintain appropriate liability insurance as specified by statute and insurance regulations of the state of New Jersey. Such insurance may become available in the event of accident or injury within the statutory provisions and regulations of the state of New Jersey, Department of Insurance.
- F. Whenever any notice is required to be given by either party of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:

1. If by the Association, to Board: Superintendent of Schools or Designee, P.O. Box 99, Vernon, New Jersey 07462.
2. If by Board to duly elected president of the Vernon Township School Administrators' Association (home address).

G. Duration of Agreement

1. This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008. After this date this agreement is to continue and shall remain in force and effect until such time as a renegotiated agreement is ratified by both parties.
2. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

Vernon Township Board of Education

Vernon Township Administrators Association

 President Date

 President Date

 Chairperson, Negotiations Date

 Vice-President Date

 Superintendent Date

