

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE BOROUGH OF GLEN ROCK
AND
THE GLEN ROCK SCHOOL
ADMINISTRATORS AND
SUPERVISORS ASSOCIATION
JULY 1, 2004
THROUGH
JUNE 30, 2007

PREAMBLE

THIS AGREEMENT is made and entered into by and between the GLEN ROCK BOARD OF EDUCATION (hereinafter referred to as the "Board") and the GLEN ROCK SCHOOL ADMINISTRATORS AND SUPERVISORS ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1.0 PRINCIPLES

While in effect, this Agreement establishes the terms and conditions of employment of those Employees of the Glen Rock School District set forth in Article 2.0.

ARTICLE 2.0 RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective negotiation on terms and conditions of employment for those Employees covered by this Agreement.

- Principals
- District Director of Special Services
- District Director of Curriculum and Instruction
- Senior and Middle School Director of Student Personnel Services (Guidance)
- Assistant Principal
- Supervisor
- Director of the Community School

All positions included in the recognition clause are hereinafter referred to collectively in this Agreement as "Administrators" or "Employee".

ARTICLE 3.0 TERMS AND CONDITIONS OF EMPLOYMENT

Section 3.1 Medical Insurance

3.1.1. The Board of Education shall provide medical insurance to the Employee and his/her dependents at the level and contribution rate set forth in the agreement between the Glen Rock Board of Education and the Glen Rock Education Association, as may be revised by the parties thereto.

3.1.2. The Board of Education shall continue to provide dental insurance to the Employee and his/her dependents as defined by the agreement with the Glen Rock Education Association.

Section 3.2 Tuition Reimbursement

3.2.1 An Employee is entitled to a reimbursement of 75% of tuition costs up to a maximum of two thousand dollars (\$2,000) per annum for approved courses taken while under contract in Glen Rock. Courses must be at the graduate level and relate to the person's assignment in the district and must have prior approval of the Superintendent. This reimbursement will be non-accumulative.

3.2.2. Tuition reimbursement shall be paid with respect to those courses in which a grade of "B" or better is attained, or a "P" in a pass/fail course. If the course is either graded or pass/fail, the Employee must take the grade option.

Section 3.3 Comments of Commendations and Complaints

3.3.1 Commendations

3.3.1.1 All commendations received shall be placed in the Employee's file.

3.3.1.2 The Employee shall be notified of such commendations.

3.3.2 Complaint Procedure

3.3.2.1 In the event specific charges are to be brought against an Employee, the specifics of said charges shall be communicated to the Employee in writing by the Superintendent. Should a hearing be held with respect to such charges, the Employee involved shall be afforded the opportunity to present evidence and to provide such other defenses as may be appropriate. Copies of records of any such hearings are to be placed in the Employee's file and shall be provided to the Employee as well.

3.3.2.2 Any complaint which is to be used in an evaluation or a hearing shall be shared with the Employee within 30 school days or will not be used. The Employee shall have the right to know the identity of the complainant if such complaint will be used in an evaluation or hearing. Nothing contained herein shall apply to charges filed pursuant to the provisions of the Tenure Employees Hearing Law.

Section 3.4 Sick Leave

Administrators shall be granted a minimum of ten sick leave days per school year (ten months) and one additional sick leave day for each month of the contract beyond ten months. If an Employee has been hired after the school year has commenced or has notified the Board that he/she was either resigning during the school year or taking a leave of absence for a part of the school year, and the Employee had not otherwise utilized his/her annual allotment of sick days prior thereto, then the Employee shall be credited with one sick day for each month of employment during the year in question.

Section 3.5 Vacations

3.5.1 Each Employee hired on or after July 1, 2001 will receive vacation days according to the following schedule:

Less than three years of service - 10 days

More than three years of service - 22 days

3.5.2 Each Employee hired before June 30, 2001 will utilize a 0.092 (0.092 x 240 days = 22 days) vacation days for every day of earned employment, excluding sabbaticals or leaves of absences with or without pay, during July and August or at such other time as may be approved by the Superintendent.

3.5.3 Each Employee will utilize eleven days or less of uninterrupted vacation time during any period of the contract, and may receive the balance of his/her vacation time provided such vacation period is NOT consecutive with the previous vacation period. Under special circumstances, such as an extended overseas trip, the Superintendent may grant permission for the Employee to take more than eleven consecutive days of vacation.

3.5.4 Each Employee will submit a vacation request to the Superintendent for approval at least 20 days prior to taking any vacation days.

3.5.5 During the months of July and August, an Employee may be assigned by the Superintendent to such duties as are necessary for district needs, in addition to the Employee's assigned duties.

3.5.6 Earned vacation time shall normally be used no later than five working days prior to the first school day for the teachers of the year immediately following the year in which the vacation was earned. If circumstances prevent the Employee from using the vacation time prior to the above stated date, the vacation will be taken at a time mutually agreeable to the Employee and the Superintendent.

Vacation days accrued beyond 10 days on a yearly basis may be used in case of illness or family leave as approved by the Superintendent.

3.5.7 In addition to the vacations specified in Sections 3.5.1 and 3.5.2, established holidays as indicated in the adopted school calendar for each pertinent year, shall continue to be granted. Employees may be required to work, upon request of the Superintendent or building administrator, if any emergency situation arises.

Section 3.6 Personal Days

3.6.1 Personal Days may be granted by the Superintendent for the following reasons:

- Serious illness in the immediate family
- Marriage
- Legal Responsibility
- Appearance in Court
- Religious Holiday
- Personal Business
- Immediate Family Wedding
- Immediate Family Graduation
- Paternity

ARTICLE 4.0 SEPARATION PAY

Section 4.0 Requirements

4.0.1 Upon voluntary termination of employment in the Glen Rock School District, any Employee covered by this Agreement shall be eligible for separation pay if the Employee resigns or retires and meets the following requirements:

4.0.2 Effective July 1, 1982 certificated employment in Glen Rock for at least 10 years.

4.0.3 Separation pay shall be based on accumulated, unused sick leave.

Section 4.1 Rate of Pay

4.1.1 Unused Sick Days - Retiree - The rate of pay for a Retiring Employee shall be:

- \$125 per day for the duration of the contract to a maximum of \$17,500.

4.1.2 Unused Sick Days- Resigning Employee - The rate of pay for a resigning employee shall be \$60.00 for each day of accumulated, unused sick leave to a maximum of \$9,000.

4.1.3 Unused Vacation Days-Retiree/Resigning-If an administrator is asked or directed by the Superintendent to give up scheduled vacation days; or must give up his/her vacation days due to the workload of the job; and this results in the accumulation of more than 10 days which are carried over to the time of separation, the Superintendent may choose to grant the vacation days prior to retirement or resignation. Earned vacation time shall normally be used no later than five working days prior to the first school day for the teachers of the year immediately following the year in which the vacation was earned. No more than ten vacation days may be accrued from year to year. No financial reimbursement will be made for unused vacation days accrued at the election of the administrator. If circumstances prevent the Employee from using the vacation time prior to the above stated date, the vacation will be taken at the time mutually agreeable to the Employee and the Superintendent.

If the Superintendent directs the administrator to forfeit vacation days not taken and accrued beyond ten (10) days to a maximum of fifteen (15) days on a yearly basis, the vacation days may be taken at a time mutually agreeable to the Employee and the Superintendent. If circumstances prevent the employee from using the vacation days prior to the above state date, the Superintendent may agree to reimburse the employee at the contract rate of the year the days were accrued.

Section 4.2 Procedure for Payment

4.2.1 Notice of application for separation pay must be given to the Superintendent no later than December 15 or six months prior to the time of separation.

4.2.2 Separation pay shall be paid in the July following separation or may be paid in partial payments over the following two years, based on the payment choice of the retiring employee.

4.2.3 For purposes of calculating separation pay when a contract year is not completed, the Employee shall receive credit for one day of unused sick leave for each month of the uncompleted year prior to separation.

4.2.4 If an Employee applies for separation pay, but dies before it is paid, payment shall be made to the Employee's estate.

ARTICLE 5.0 SALARIES

Section 5.1 The Salaries for all Employees covered by this Agreement are set forth in Appendix A.

Section 5.2 The Board will determine the placement of new Employees on the Guide within the Group. Provided an Employee's performance is satisfactory, the Employee will progress up the Guide one step a year within the Group until the top of the Guide is reached. Consideration will be given to the initial placement on the Guide commensurate with years of experience in another district in the same or similar position.

ARTICLE 6.0 GRIEVANCE PROCEDURE

Section 6.1 General Provisions

6.1.1 The Grievance Procedure's purpose is to provide for an orderly settlement of differences between the parties of the Agreement in a fair and equitable manner.

6.1.2 The Employee has the right to present a Grievance in accordance with these procedures, within thirty (30) days of the alleged grievable action, free from coercion, interference, restraint, discrimination or reprisal. "Grievance" shall mean a claim by an Employee or group of Employees that there has been an interpretation or application of this Agreement or Board of Education policies which involves a negotiable term and condition of employment of the person(s) making the claim.

6.1.3 The Employee has the right to have a Representative at any step of these procedures.

6.1.4 All hearings shall be confidential.

6.1.5 If the Grievance is not resolved within the prescribed time, the Employee has the right to move directly to the next step as described below in this Article unless time limits are extended by mutual agreement. If the Employee fails to meet time limits prescribed for filing or moving a grievance to its next step, that grievance shall be considered forfeited.

6.1.6 Each party has access to all official statements and records pertaining to the Grievance.

6.1.7 All records pertaining to the Grievance shall be filed separately and shall not be kept in the personnel file of an Employee.

Section 6.2 Informal Presentation of the Grievance

6.2.1 Any Employee who has a Grievance shall present the Grievance to his/her immediate superior in an attempt to resolve the Grievance informally.

6.2.2 If within ten (10) school days the differences are not resolved satisfactorily after a conference or conferences with the Immediate Superior, the Employee may present the Grievance to the Superintendent.

6.2.3 Within ten (10) school days, the Superintendent shall have at least:
one private conference with the Employee
one with the Immediate Superior, and
one joint conference with both parties.

6.2.4 If within the ten (10) school days and after at least one joint conference the differences are not resolved satisfactorily, the Employee shall notify the Superintendent and Immediate Superior that he/she is going to proceed to the formal presentation of the Grievance.

6.2.5 If the Immediate Superior is the Superintendent,

6.2.5.1 then 6.2.2 and 6.2.3 above do not apply;

6.2.5.2 then the number of school days in 6.2.4 changes to twenty (20).

6.2.5.3 then Section 6.3, paragraph 6.3.1.2 below does not apply.

6.2.6 If the immediate supervisor is an employee included in Article 2.0, "Recognition"

6.2.6.1 then the immediate supervisor shall be deemed the Superintendent and paragraph 6.2.5 shall apply.

Section 6.3 Formal Presentation and Hearing of the Grievance

6.3.1 Within five (5) school days after the Employee has notified the Superintendent of his/her intention to proceed to the formal presentation,

6.3.1.1 The Employee shall present to the Superintendent a copy of the written Grievance which states the nature, the recourse sought, the results of the informal conferences, and the reason for the Employee's dissatisfaction with the decision or decisions previously rendered on a form provided by the school district.

6.3.1.2 The Immediate Superior shall present to the Superintendent a written copy of the decision and the reasons for it.

6.3.2 A hearing shall be held no later than ten (10) school days after the Employee has informed the Superintendent of his/her intention to proceed to formal presentation. All parties involved shall be notified by the Superintendent of the date, time and place of this hearing. Oral and written statements may be presented by all parties and questions may be asked by the Superintendent to clarify issues, elicit facts and contentions.

6.3.3 At least three (3) school days prior to the hearing each party shall notify the other parties in writing of the name and affiliation of the Representatives who will be present.

6.3.4 After all evidence, oral and written, has been presented, the Superintendent shall render a determination within ten (10) school days during which the Superintendent is present. The determination shall be in writing, and copies shall be forwarded to all involved parties.

6.3.5 If the differences are not resolved satisfactorily through the hearing above, the Employee may appeal to the Board.

Section 6.4 Appeal to the Board

6.4.1 Within five (5) school days of the presentation of the Superintendent's written determination to the Employee, the Employee may appeal in writing to the Board for a hearing to review the Superintendent's determination.

6.4.2 Within fifteen (15) school days of the receipt of the Employee's appeal by the board, a hearing shall be held.

6.4.3 The Superintendent shall submit all official records pertaining to the Grievance to the Board.

6.4.4 The Employee, the Immediate Superior, the Superintendent, and their Representatives shall have the right to be present at the hearing and to present testimony.

6.4.5 Within fifteen (15) school days after the conclusion of the hearing, the Board shall deliver its decision in writing to the Employee.

6.4.6 If the Employee and the Association are not satisfied with the decision of the Board, and the Grievance alleges a violation of the specific and express written terms of this Agreement, the Association may process to Arbitration.

Section 6.5 Arbitration

6.5.1 Within ten (10) school days after receipt of the Board's decision, the Association shall notify the Board in writing that it wants the Employee's grievance submitted to arbitration.

6.5.2 Within ten (10) school days after receipt of the Association's notification by the Board, the Board and the Association shall:

6.5.2.1 Jointly agree upon an acceptable Arbitrator;

6.5.2.2 Obtain a commitment from the Arbitrator to serve;

6.5.2.3 Request, if agreement on either 6.5.2.1 or 6.5.2.2 is not reached, of P.E.R.C. a list of Arbitrators. This action binds the parties by the rules and procedures of P.E.R.C.

6.5.3 The Arbitrator, within twenty (20) school days after

- * conferring with the Board and the Employee or their representatives, or

- * receiving final statements and proofs from the parties if the conferences are waived,

- * shall deliver a written decision to the Board and the Association.

6.5.4 The Arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning and conclusion on the issue submitted. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator shall be without power or authority to make any decision which violates, adds to, subtracts from or modifies in any way the specific and express terms of this agreement. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented involving the specific grievance.

6.5.5 The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding only if the grievance alleges a violation of this Agreement, Board Policy or Administrative decisions.

6.5.6 The costs for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will for the first two arbitrations be borne equally by the Board and the Association. In any additional arbitrations, all such costs will be borne by the Association if the arbitrator upholds the Board's decision and by the Board if the Association's grievance is sustained.

ARTICLE 7 FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

ARTICLE 8 MODIFICATION OF AGREEMENT

Section 8.1 This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties. The failures of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

Section 8.2 As prescribed by law, 120 days prior to election, the Board agrees to enter into negotiations with the Association over a successor Agreement.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 The Board reserves to itself sole jurisdiction and authority to:

- 9.1.1 direct Employees of the school district;
- 9.1.2 hire, promote, transfer, assign and retain Employees in positions in the school district and to suspend, demote, discharge or take disciplinary action against Employees.
- 9.1.3 relieve Employees from duty because of other legitimate reasons;
- 9.1.4 efficiently direct school and district operations;

9.1.5 direct methods, means and personnel by which such operations are to be conducted; and

9.1.6 take whatever actions may be necessary to accomplish the mission of the school district.

Section 9.2 The Board recognizes and acknowledges the professional management status of the members of the Glen Rock School Administrators and Supervisors Association. Such recognition and acknowledgment shall be thoroughly evidenced through all factors related to the establishment of salaries, other compensations, participation in the budge-making process, hiring procedures, staff evaluations, and other managerial prerogatives provided by Title 18:A or mutually agreed upon between the Board of Education and the Administrators Association.

Section 9.3 If any provisions of this Agreement or any application of this Agreement to any member or members of the Association is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.

ARTICLE 10 DURATION

Section 10.1 The provisions of this Agreement shall become effective as of July 1, 2004 and shall remain in full force and effect until June 30, 2007.

Section 10.2 Both parties agree not to propose other changes for negotiations until the opening of negotiations for the 2007 - 08 contract year.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT.

By: President

Date: _____

GLEN ROCK SCHOOL ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

By: President

Date: _____

GLEN ROCK BOARD OF EDUCATION

Appendix A

**ADMINISTRATORS SALARY GUIDE
2004 - 2005**

	Guide 1	Guide 2	Guide 3	Guide 4
Step				
1	\$101,084	\$97,016	\$95,070	\$86,934
2	104,525	100,412	98,443	90,217
3	107,965	103,809	101,815	93,503
4	111,406	107,205	105,186	96,784
5	114,846	110,602	108,560	100,072
6	118,286	113,998	111,933	103,357
7	121,726	117,394	115,305	106,639
8	125,166	120,794	118,677	109,923
9	128,606	124,194	122,049	113,207

**ADMINISTRATORS SALARY GUIDE
2005 - 2006**

	Guide 1	Guide 2	Guide 3	Guide 4
Step				
1	\$102,600	\$98,471	\$96,496	\$88,238
2	106,093	101,918	99,920	91,570
3	109,584	105,366	103,342	94,906
4	113,077	108,813	106,764	98,236
5	116,569	112,261	110,188	101,573
6	120,060	115,708	113,612	104,907
7	123,552	119,155	117,035	108,239
8	127,043	122,606	120,457	111,572
9	130,535	126,057	123,880	114,905

Appendix A (cont.)

ADMINISTRATORS SALARY GUIDE

2006 - 2007

	Guide 1	Guide 2	Guide 3	Guide 4
Step 1	\$104,139	\$99,948	\$97,943	\$89,562
2	107,684	103,447	101,418	92,944
3	111,228	106,947	104,892	96,329
4	114,773	110,445	108,365	99,709
5	118,317	113,945	111,841	103,097
6	121,861	117,444	115,316	106,481
7	125,405	120,942	118,790	109,862
8	128,949	124,445	122,264	113,245
9	132,493	127,948	125,738	116,629

A \$1,700 differential shall be added to the above base salaries for a Doctorate Degree.

ADMINISTRATIVE SALARY GUIDE

- Group 1 High School Principal
- Group 2 District Directors, Middle School Principal
- Group 3 Elementary Principals,
Director of Student Personnel Services
- Group 4 Assistant Principals, Supervisors,
Director of the Community School