

#116

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE BOROUGH OF GLEN ROCK
AND
THE GLEN ROCK SCHOOL
ADMINISTRATORS ASSOCIATION
JULY 1, 1995
THROUGH
JUNE 30, 1998

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 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.

ARTICLE 4.0 SEPARATION PAY

Section 4.1 Requirements

4.1.1 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:

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

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

Section 4.2 Rate of Pay

4.2.1 Unused Sick Days -Retiree- The rate of pay for a Retiring Employee shall be \$90.00 per day for each day of accumulated, unused sick leave to a maximum as delineated in the chart below:

First Year 1995-96	\$13,000.
Second Year 1996-97	13,500.
Third Year 1997-98	14,000.

4.2.2 Unused Sick Days-Resigning- 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.

4.2.3 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 state date, the vacation will be taken at the time mutually agreeable to the Employee and the Superintendent.

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.

6.3.4 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;

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 Association. Such recognition and acknowledgment shall be thoroughly evidenced through all factors related to the establishment of salaries, other compensations, participation in the budget-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.

Appendix A

THE FOLLOWING POLICY, PROCEDURE, STATEMENT, ETC., ARE NOT PART OF THE NEGOTIATED AGREEMENT AND ARE PRINTED HERE SOLELY FOR THE CONVENIENCE OF THE STAFF. REFERENCE IDENTIFICATION MAY CHANGE.

Short Term Leaves

GBRIA
GBRHB

1. PERSONAL DAYS

1.1 Personal Days may be granted by the Superintendent for the following reasons on a per instance basis:

Serious illness in the immediate family	up to 3 days
Marriage	up to 3 days
Legal Responsibility	up to 3 days
Appearance in Court	up to 3 days
Religious Holiday	up to 2 days
Personal Business	up to 2 days
Immediate Family Wedding	up to 1 day
Immediate Family Graduation	up to 1 day
Paternity	up to 1 day

1.2 In exercising his/her discretion in granting personal leave days, the Superintendent shall follow the guide listed above in 1.1.1 in determining what number of days shall be reasonable annually for the specific reasons set forth. The aggregate number of personal leave days used for all reasons is an important factor and shall also be considered.

1.3 If any administrator is absent and a personal leave day is not granted, a deduction of 1/240 of his/her annual salary shall be made for each day of such absence. On appeal, the deduction may be set aside only by specific action of the Board of Education on the recommendation of the Superintendent of Schools.

2. BEREAVEMENT

A short term leave of absence will be granted in cases of bereavement for persons in the immediate family. For other relatives and close friends bereavement leave will be restricted to the day of the funeral.

3. CONFERENCES AND MEETINGS

Staff members may be granted time to attend conferences and meetings dealing directly with their responsibilities. These conferences must have a definite professional value for both the individual and the school.

Appendix B

A. ADMINISTRATORS SALARY GUIDE

1995-96

<u>STEP</u>	<u>GUIDE 1</u>	<u>GUIDE 2</u>	<u>GUIDE 3</u>	<u>GUIDE 4</u>
1	78439	73778	70848	64462
2	81053	76345	73378	67041
3	83668	78910	75909	69619
4	86283	81477	78438	72197
5	88897	84043	80969	74775
6	91512	86610	83499	77354
7	94125	89175	86030	79933
8	96740	91741	88560	82511

B. ADMINISTRATORS SALARY GUIDE

1996-97

<u>STEP</u>	<u>Guide 1</u>	<u>GUIDE 2</u>	<u>GUIDE 3</u>	<u>GUIDE 4</u>
1	81733	76877	73823	67169
2	84458	79551	76460	69857
3	87182	82224	79097	72543
4	89906	84899	81732	75229
5	92631	87573	84369	77916
6	95355	90247	87006	80603
7	98079	92920	89643	83290
8	100803	95594	92279	85977

Appendix B (continued)

D.1 Administrators in Professional Recognition Program.

D.1.1 The Professional Recognition Program for Administrators provides a vehicle for acknowledging Employees who have reached the top Step on their Guide at intervals of five (5) years to Recognition Steps above the top step on their guide. An increase of \$1,000. in the basic salary shall be awarded for each Recognition Step.

D.1.2 Eligibility. Employees who have served five (5) years at the top Step of their salary guide as of July 1, 1995, or on a Recognition Step, will be eligible for recognition or additional recognition, upon the completion of the following requirements:

D. 1.2.1 Satisfactory completion of six graduate school semester hours with prior approval by the Superintendent, or two of the following, with prior approval of the Superintendent:

D. 1.2.1.1 Three graduate school semester hours from an approved, accredited college or university. Any education courses taken, must be from a college or university which holds accreditation from the National Council for Accreditation of Teacher Education (NCATE).

D.1.2.1.2 Outstanding service to the administrative profession, such as:

Research Work

Publication of books or articles pertaining to education in a refereed journal

Holding executive office in an educational organization(s) beyond the Glen Rock level

D.1.2.1.3 Outstanding Community Service in a leadership position which results in a pro-active approach to addressing local, state or national educational issues; and provides an opportunity for the staff member to make connections as it relates to the Glen Rock School District, such service shall be for a nominal fee.

D.1.3 If the approval of the Superintendent is denied, an appeal to the Board may be made. The appeal must be filed within ten (10) school days of such denial and the hearing before the Board shall take place at the next regularly scheduled Board meeting after the filing of such appeal. The Employee shall receive a written determination from the Board after such a hearing.