

Contract # 116

AGREEMENT  
 BETWEEN  
THE BOARD OF EDUCATION OF THE BOROUGH OF GLEN ROCK  
 AND  
THE GLEN ROCK SCHOOL ADMINISTRATORS ASSOCIATION

July 1, 1990 Through June 30, 1991

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## 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 ASSOCIATION (hereinafter referred to as the "Association").

## ARTICLE 1

### 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.

## ARTICLE 2

### 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  
Director of Special Services  
Director of Curriculum & Instruction/Gifted & Talented Programs  
Director of Student Personnel Services (Guidance)  
Assistant Principals  
Community School Principal

## Article 3

### TERMS AND CONDITIONS OF EMPLOYMENT

#### Section 1. Medical Insurance

1.1 The Board of Education shall continue to provide medical insurance to the Employee and his/her dependents as defined by N.J.S.A. 18A:16-12(a) during the life of this Agreement.

1.2 As of this contract, the Board shall provide full dental and orthodontic coverage for each Employee and family.

#### Section 2. Tuition Reimbursement

An Employee is entitled to a reimbursement of 75% of tuition costs up to a maximum of one thousand dollars (\$1,000) per annum for approved courses taken while under contract in Glen Rock. This reimbursement will be non-accumulative.

#### Section 3. Comments of Commendations and Complaints

##### 3.1 Commendations

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

3.12 The Employee shall be notified of such commendations.

### 3.2 Complaint Procedure

3.21 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 personnel file and shall be provided to the Employee as well.

3.22 Any complaint which is to be used in an evaluation or a hearing will be shared with the Employee within 30 class 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 a hearing.

### Section 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.

### Section 5. Vacations

5.1 Each Employee will receive a 0.092 (0.092 x 240 days = 22 days) vacation day 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.

5.2 Each Employee will receive 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.

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

5.4 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.

5.5 Earned vacation time shall normally be used no later than five full working days prior to the first school day for 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. No more than 10 vacation days may be accrued from year to year. No financial reimbursement will be made for unused vacation days. For terminating Employees who have not used their vacation days, the Superintendent, at his/her discretion, may agree to grant the vacation days or reimburse the Employee at the contract rate for these days.

5.6 In addition to the vacations specified in Section 5.1, there shall be continued to be granted the established holidays as indicated in the adopted school calendar for each pertinent year, provided however, each Employee may be required to work, upon request, if an emergency situation arises.

## ARTICLE 4

### SEPARATION PAY

#### Section 1. Requirements

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:

1.11 Effective July 1, 1982 certificated employment in Glen Rock for at least 10 years.  
1.12 Separation is effective no later than June 30, 1991.

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

Section 2. Rate of Pay

2.1 The Employee shall receive \$60.00 per day for each day of accumulated, unused sick leave.

2.2 The maximum payment upon termination of employment shall not exceed \$8,000 regardless of the number of sick days accumulated.

2.3 A retiring Employee shall receive \$85 per day for each day of accumulated, unused sick leave up to a maximum of \$11,000.

Section 3. Procedures for Payment

3.1 Notice of application for separation pay must be given in writing to the Superintendent at least 60 days in advance of the termination date.

3.2 Separation pay shall be paid in the current year or following year as stipulated by the Employee provided a minimum of 61 days has passed since the last day of employment.

3.3 For purposes of calculating separation pay when a contract year is not completed, the Employee shall receive credit for 1 day of unused sick leave for each month of the uncompleted year prior to separation.

ARTICLE 5

SALARIES

Section 1. The Salaries for all Employees covered by this Agreement are set forth in Appendix "A."

Section 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.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. General Provisions

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.

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.

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

1.4 All hearings shall be confidential.

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.

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

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 2. Informal Presentation of the Grievance

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.

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.

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.

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.

2.5 If the Immediate Superior is the Superintendent,

2.51 2.2 and 2.3 above do not apply;

2.52 the number of school days in 2.4 changes to twenty (20)

2.53 Section 3, paragraph 3.12 below does not apply.

## Section 3. Formal Presentation and Hearing of the Grievance

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

3.11 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.

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

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.

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.

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.

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

#### Section 4. Appeal to the Board

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.

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

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

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.

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

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 the case to Arbitration.

#### Section 5. Arbitration

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.

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

5.21 Jointly agree upon an acceptable arbitrator;

5.22 Obtain a commitment from the Arbitrator to serve;

5.23 Request, if agreement on either 5.21 or 5.22 is not reached, of P.E.R.C. a list of arbitrators. This action binds the parties by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

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.

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 requires the commission of an act prohibited by law or 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.

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.

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

### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

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

## ARTICLE 8

### DURATION

Section 1. The provisions of this Agreement shall become effective as of July 1, 1990 and shall remain in full force and effect until June 30, 1991.

Section 2. Both parties agree not to propose other changes for negotiations until the opening of negotiations for the 1991-92 contract year.

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

GLEN ROCK BOARD OF EDUCATION

By: David W. Christat  
President

GLEN ROCK SCHOOL ADMINISTRATORS  
ASSOCIATION

By: Howard S. Krapp Jr.  
President

Date: DEC. 4, 1990

## ADMINISTRATORS SALARY GUIDE

1990-91

<u>STEP</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>	<u>Group 4</u>
1	60,000	57,500	56,000	50,000
2	62,000	59,500	58,000	52,000
3	64,000	61,500	60,000	54,000
4	66,000	63,500	62,000	56,000
5	68,000	65,500	64,000	58,000
6	70,000	67,500	66,000	60,000
7	72,000	69,500	68,000	62,000
8	74,000	71,500	70,000	64,000

Group 1 High School Principal

Group 2 District Directors

Group 3 Junior High/Elementary/Community School Principals; Guidance

Group 4 Assistant Principal

A \$1,100 differential shall be added to the above base salaries for a Doctorate degree