AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF GLEN ROCK

AND

THE GLEN ROCK SCHOOL ADMINISTRATORS

ASSOCIATION

JULY 1, 2013

THROUGH

JUNE 30, 2016

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 1.0 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
Director of Student Personnel Services (Guidance)
Assistant Principals
Director of Athletics

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

ARTICLE 3.0 TERMS AND CONDITIONS OF EMPLOYMENT

Section 3.1 Medical Insurance

- 3.1.1. The Board shall provide the Association members a medical insurance program through the New Jersey School Employee's Health Benefits Program, subject to the right of the Board to change carriers, with individual or family coverage which is fully paid by the Board, subject to contributions by the Association members via payroll deduction. The Association members will make contributions toward the premium for health coverage pursuant to P.L. 2001, <u>ch</u>. 78. The insurance contributions shall be deducted from the Association members' salaries and paid, in equal installments, in accordance with the payroll schedule for all other professional staff.
- 3.1.2. The Board shall provide the Association members with individual or family dental and orthodontic coverage under Delta Program 1B with a maximum benefit of two thousand and 00/100 dollars (\$2,000) per school year.
- 3.1.3. The Board will reimburse Association members up to \$300.00 per contract year for costs not covered by the employee's medical insurance for a yearly physical at a physician of the employee's choice.

Section 3.2 Tuition Reimbursement and Professional Organizations

- 3.2.1. An employee is entitled to a reimbursement of 75% of tuition costs up to a maximum of three thousand dollars (\$3,000) 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.
- 3.2.3. Employees are entitled to up to three professional organization memberships per employee per contract year at Board expense; not to exceed one thousand dollars (\$1,000) per year.

Section 3.3 Comments of Commendations and Complaints

3.3.1. Commendations

3.3.11 All commendations received shall be place in the Employee's file.

3.3.1. 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 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 complaint 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 one sick day for each month reflected in the term of the employee's individual employment contract. 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 receive vacation days according to the following schedule:

Less than four years of service- 15 days More than four years of service- 22 days

- 3.5.2 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.
- 3.5.3 Each Employee will submit a vacation request to the Superintendent for approval at least 20 days prior to taking any vacation days.
- 3.5.4 During the months of July and August, an Employee may be assigned by the Superintendent to such duties as <u>are necessary</u> for district needs, in addition to the Employee's <u>assigned duties</u>.
- 3.5.5 Earned vacation time shall normally be used no later than five working days prior to the first school day for the teacher of the school year immediately following the school 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.

3.5.6 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 for the purposes of retirement and meets the following requirements:
 - 4.0.2 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 \$150 per unused day to a maximum payable amount of \$15,000 for the duration of the contract to the extent permitted by New Jersey law.
- 4.1.2 Unused Vacation Days-Retiree/Resigning- If an Administrator is asked or directed by the Superintendent to give up scheduled vacation days; or must give 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 school year immediately following the school 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 stated 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 June or 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 on the Guide across their designated level annually for the duration of the contract period. 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.
- Section 5.3 The differential pay for a Doctorate Degree shall be \$2,500.00 per year for all three contract years. This will not be considered as part of the percent increase used in developing the guides.
- Section 5.4 The differential pay for the Athletic Director will be 3% of the annual salary reflected in the applicable step of Guide 4. This will not be considered as part of the percent increases used in developing the guides.
- Section 5.5 Members appointed to cover an additional administrative position on an interim basis, by Board resolution, shall be paid when the assignment goes beyond 30 consecutive working days @\$2,200 per month, retroactively to the first day of the appointment. The payment shall be commensurate with the district's regular bimonthly pay schedule on the 15th and 30th of the month.

Section 5.6 A stipend for district-wide responsibilities that exceed the job description of an Administrator shall be paid to the Administrator with the designated assignment. This will not be considered as part of the percent increases used in developing the guides based on approved job description with negotiated stipend.

ARTICLE 6.0 ANNUAL EVALUATIONS

The District will adopt the new state evaluation program, which is designed to recognize those who excel, identify those who need additional support, and provide meaningful feedback and professional development to help every educational professional grow in their position.

ARTICLE 7.0

GRIEVANCE PROCEDURE

Section 7.1 General Provisions

- 7.1.1 The Grievance Procedures purpose is to provide for an orderly settlement of differences between the parties of the Agreement in a fair and equitable manner.
- 7.1.2 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.
- 7.1.3 The Employee has the right to have a representative at any step of these procedures.
 - 7.1.4 All hearings shall be confidential.
- 7.1.5 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 the time limits prescribed for filing or moving a grievance to its next step, that grievance shall be considered forfeited.
- 7.1.6 Each party has access to all official statements and records pertaining to the Grievance.
- 7.1.7 All records pertaining to the Grievance shall be filed separately and shall not be kept in the personnel file of the Employee.

Section 7.2 Informal Presentation of the Grievance

- 7.2.1 Any employee who has a Grievance shall present the Grievance to his/her immediate supervisor in an attempt to resolve the Grievance informally.
- 7.2.2 If within ten (10) school days the differences are not resolved satisfactorily after a conference or conferences with the Immediate Supervisor, the Employee may present the Grievance to the Superintendent.
- 7.2.3 Within ten (10) school days after at least one joint conference the differences are not resolved satisfactorily; the Employee shall notify the Superintendent and Immediate Supervisor that he/she is going to proceed to the formal presentation of the Grievance.
- 7.2.4 In the event that the immediate supervisor is the Chief School Administrator, the Employee will meet informally with the C.S.A. and another member of the Association. If no resolution, a formal grievance may be filed with the Board.
 - 7.2.5.1 then 7.2.2 and 7.2.3 do not apply;
 - 7.2.5.2 then the number of school days in 7.2.4 changes to twenty (20)
 - 7.2.5.3 then Section 7.3, paragraph 7.3.1.2 below does not apply.
- 7.2.6 If the immediate supervisor is an employee included in Article 2.0, "Recognition,"
- 7.2.6.1 then the immediate supervisor shall be deemed the Superintendent and paragraph 7.2.5 shall apply.

Section 7.3 Formal Presentation and Hearing of the Grievance

- 7.3.1 Within five (5) school days after the Employee has notified the Superintendent of his/her intention to proceed to the formal presentation,
- 7.3.1.1 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.
- 7.3.1.2 The Immediate Superior shall present to the Superintendent a written copy of the decision and the reasons for it.

- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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.
- 7.3.5 If the differences are not resolved satisfactorily through the hearing above, the Employee may appeal to the Board.

Section 7.4 Appeal to the Board

- 7.4.1 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.
- 7.4.2 Within fifteen (15) school days of the receipt of the Employee's appeal by the Board, a hearing shall be held.
- 7.4.3 The Superintendent shall submit all official records pertaining to the Grievance to the Board.
- 7.4.4 The Employee, the Immediate Supervisor, the Superintendent, and their Representatives shall have the right to be present at the hearing and to present testimony.
- 7.4.5 Within fifteen (15) school days after the conclusion of the hearing, the Board shall deliver its decision in writing to the Employee.
- 7.4.6 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 proceed to Arbitration.

Section 7.5 Arbitration

- 7.5.1 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.
- 7.5.2 Within ten (10) school days after receipt of the Association's notification by the Board, the Board and the Association shall:
 - 7.5.2.1 Jointly agree upon an acceptable Arbitrator:
 - 7.5.2.2 Obtain a commitment from the Arbitrator to serve:
- 7.5.2.3 Request, if agreement on either 7.5.2.1 or 7.5.2.2 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.
 - 7.5.3 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.
- 7.5.4 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.
- 7.5.5 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.

ARTICLE 8 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 9 MODIFICATION OF AGREEMENT

Section 9.1 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.

<u>Section 9.2</u> As prescribed by law, 120 days prior to election, the Board agrees to enter into negotiations with the Association over a successor Agreement.

ARTICLE 10 MANAGEMENT RIGHTS

- Section 10.1 The Board reserves to itself sole jurisdiction and authority to:
- 10.1.1 direct Employees of the school district;
- 10.1.2 hire, promote, transfer, assign and retain Employees in positions in the school district and to suspend, demote, discharge or take disciplinary action against Employees.
 - 10.1.3 relieve Employees from duty because of other legitimate reasons;
 - 10.1.4 efficiently direct school and district operations;
- 10.1.5 direct methods, means and personnel by which such operations are to be conducted; and
- 10.1.6 take whatever actions may be necessary to accomplish the mission of the school district.
- Section 10.2 The Board recognizes and acknowledges the professional management status of the members of the Glen Rock School Administrators and Supervisors Association. Such recognition and acknowledgement 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.
- <u>Section 10.3</u> 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

Guide 1- High School Principal

Designated Level	2012-2013	2013-2014	2014-2015	2015-2016
1	\$126,457	\$130,500	\$134,000	\$137,500
2	127,913	134,817	137,723	141,225
3	131,635	137,874	141,446	144,950
4	135,195	141,561	145,169	148,675
5	137,375	145,248	148,892	152,400
-6	141,480	148,935	152,615	156,125
7	146,385	152,622	156,357	159,850
8	152,127	156,309	160,080	163,575
9	155,945	160,006	163,788	167,300

Guide 2- Directors/Middle School Principal

Designated	2012-2013	2013-2014	2014-2015	2015-2016
Level				
1	\$121,475	\$125,536	\$129,381	\$132,830
2	122,913	129,200	132,982	136,494
3	126,635	132,864	136,646	140,158
4	130,195	136,528	140,310	143,822
5.	132,375	140,192	143,310	143,822
6	136,480	143,856	147,638	151,150
7	141,385	147,520	151,302	154,814
8	147,127	152,540	156,323	159,835
9	150,945	155,006	158,788	162,300

Guide 3- Elementary Principals

Designated Level	2012/2013	2013/2014	2014/2015	2015/2016
1	\$116,484.00	\$119,500.00	\$123,848.00	\$127,424.00
2	\$117,922.00	\$123,336.00	\$127,118.00	\$130,630.00
3	\$121,644.00	\$125,374.00	\$129,156.00	\$132,668.00
4	\$125,204.00	\$128,765.00	\$132,547.00	\$136,059.00
5	\$127,384.00	\$132,156.00	\$135,938.00	S139,450.00
6	\$131,489.00	\$136,903.00	\$140,685.00	\$144,197.00
7	\$136,394.00	\$140,365.00	\$144,147.00	\$147,659.00
8	\$142,136.00	\$145,180.00	\$148,962.00	\$152,474.00
9	\$145,934.00	\$149,995.00	\$153,777.00	\$157,289.00

Guide 4- Assistant Principals

Designated	2012-2013	2013-2014	2014-2015	2015-2016
Level		Action 1		
1	\$106,484	\$110,545	\$114,605	\$118,117
2	107,922	113,000	117,046	120,558
3	111,644	115,705	119,487	122,999
4	115,204	119,728	123,510	127,022
5	117,384	123,751	127,533	131,045
6	121,489	127,774	131,556	135,068
7	126,394	131,797	135,579	139,091
8	132,136	135,820	139,602	143,114
9	135,784	139,845	143,627	147,139

ARTICLE 11 DURATION

Date:

Section 11.1 The provisions of this Agreement shall become effective as of July 1, 2013 and shall remain in full force and effect until June 30, 2016.

<u>Section 11.2</u> Both parties agree not to propose other changes for negotiations until the opening of negotiations for the 2016-2017 contract year.

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

By: President

GLEN ROCK SCHOOL

ADMINISTRATORS' ASSOCIATION

By: President

GLEN ROCK BOARD OF EDUCATION