

Contract no. 1402

AGREEMENT

Between

**POMPTON LAKES BOARD OF
EDUCATION**

AND

**POMPTON LAKES
ADMINISTRATORS/SUPERVISORS
ASSOCIATION**

JULY 1, 1991 - JUNE 30, 1993

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PREAMBLE

The Board of Education of the Borough of Pompton Lakes, County of Passaic, Pompton Lakes, New Jersey (hereinafter called the "Board") and the Pompton Lakes Administrators and Supervisors Association (hereinafter called the "Association") have negotiated the following agreement pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey. The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement it in the same spirit.

ARTICLE I

Recognition

A. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment and grievances for all Principals, Vice Principals and Directors employed or to be employed by the Board, but excluding the Superintendent, Assistant Superintendent, Board Secretary, Department Chairpersons and all non-supervisory positions.

B. Definition of Unit Member

Unless otherwise indicated the term "unit member(s)" when used hereinafter in this Agreement shall refer to those professional employees represented by the Association as above defined.

ARTICLE II

Negotiation Procedure

A. Negotiation of Successor Agreements

The parties agree to enter into collective negotiations over a successor agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission.

B. Negotiating Team Selection and Authority

Neither party hereto shall have any control over the selection of the negotiating representatives of the other party.

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. The preceding sentence shall not, however, be construed to mean that the Negotiating Teams have the power or authority to make a final and binding commitment on behalf of their respective parties.

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- D. The Association recognizes the right of the Board to change terms and conditions of employment not contained in the Agreement. The Board, through its designated representative(s), agrees to negotiate any changes regarding terms and conditions of employment not contained in the Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- F. Nothing contained within the Agreement shall be construed to deny or restrict any employee of such terms and conditions of employment as may be guaranteed under New Jersey School Laws and Regulations.

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ARTICLE III

Grievance Procedure

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Association that there has been to the employee or it a violation or inequitable application of any of the provisions of this Agreement or of any policies or administrative decisions involving terms and conditions of employment. However, only alleged violations or inequitable applications of the provisions of this Agreement may be taken to arbitration. All other grievances terminate at the Superintendent's level.
2. An "aggrieved person" is the person, persons or the Association making the claim.
3. A "party in interest" is the person or persons making the complaint and any person who would be required to take action or against whom action would be taken in order to resolve the complaint.
4. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded. All grievances must be filed within twenty (20) days of

their occurrence. Occurrence shall mean an event, action or implementation of a decision or lack thereof.

5. The term "employee" shall mean a member of the bargaining unit covered by this Agreement.

B. General Procedure

1. In the event a grievance is filed so that the sufficient time as stipulated under all the levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under the succeeding Agreement.
2. At all levels of a grievance commencing at Level II, at least one representative of the Association shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
3. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted

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without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

C. Initiation and Processing

1. Level One - Initiation of Grievance

An employee shall first discuss the grievance with his/her immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.

2. Level Two - Immediate Supervisor

(a) Any employee or the Association may present a grievance in writing within twenty (20) days following the act or condition which is the basis of the complaint to the appropriate supervisor against whom the grievance exists.

(b) A hearing on the grievance shall be held by said supervisor within seven (7) days of receipt of such written communication. Within five (5) days after the hearing, the supervisor shall render a decision in writing to the aggrieved with information copies provided to the Superintendent and Association.

(c) Within five (5) days of receipt of the decision from the supervisor, the aggrieved may appeal the decision in writing to the Superintendent. All pertinent communications shall be attached to the appeal.

3. Level Three - Superintendent

(a) Appeals to the Superintendent shall be heard within fifteen (15) days of receipt of the appeal.

(b) Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the aggrieved employee and all other parties officially present at the grievance hearings his/her written decision which shall include supporting reasons.

(c) A copy of the Superintendent's decision shall be sent to the president of the Association.

4. Level four - Arbitration

(a) A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure herein may be submitted by the Association as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement.

- (b) A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Association filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.
- (c) The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or, where no decision has been issued in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

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- (d) The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Board nor the Association nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.
- (e) The arbitrator shall not have the authority to add to or to subtract from the Agreement and shall limit the decision strictly to the application and interpretation of this Agreement and it shall be binding upon all parties involved.
- (f) The costs for the services of the arbitrator will be borne equally by the Board and the Association. Each party shall pay all the expenses of preparing and submitting its case.

D. General Provisions as to Grievances and Arbitration

1. No reprisals of any kind will be taken by the Board, the Association or by any of their representatives against any party in interest, any school

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representative, any member of the Association or any other participant in the grievance procedure by reason of such participation or lack of participation.

2. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of.
3. Failure at any step of this procedure except Level I to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance.

The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and president of the Association.

4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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5. Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

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ARTICLE IV

Rights of the Parties

- A. The Board agrees, upon written request of the Association, to release to said Association information available to the Board concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, nonprivileged information as will assist the Association to develop accurate and informed proposals concerning salary, working conditions and all other terms and conditions of professional employment for all employees in the negotiating unit. It is further agreed that the Board will have a reasonable time to respond to such Association requests, and that the Board may, at its option, fulfill such requests either by written response to the Association or by making pertinent records available to an Association representative in Board offices. In case the Board exercises the latter option, the Association representative may not remove any Board records from the Board offices without the written consent of the Board. It is further agreed that the Board shall not be required to prepare or to conduct any analyses, surveys, research or studies in response to Association requests.

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- B. Whenever any employee is required by the administration to participate during working hours in negotiations, grievance proceedings, conference or meetings, the employee shall suffer no loss in pay.
- C. The Association shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff and provided also that such use does not interfere with or impair the educational program in any way. Except in emergency, the principal of the building involved must be notified at least five (5) days in advance of the time and place of such meeting. If the use of said school building or buildings by the Association results in any expense to the Board, the Association shall reimburse the Board for such expense.
- D. The Association agrees that during the term of this Agreement neither it nor its officers will engage in, support, sanction or approve any strikes, sanctions, work stoppages, slowdowns, mass resignations or other actions which would interfere with school operations.
- E. The Board agrees to forward to the President of the Association official minutes of every public meeting.

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1550 AVENUE
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F. There is reserved exclusively to the Board all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of New Jersey and of the United States, and by the Charter of the Borough of Pompton Lakes, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of unit members and their working conditions which are not inconsistent with this Agreement.

G. In addition to the rights otherwise described herein the Board specifically reserves, but is not limited to the following rights and authorities:

1. The right to supervise the employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
3. To relieve employees of duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the school district operations entrusted to them.

5. To determine the methods, means and personnel by which operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

H. Protection Against Infringement Upon Contract

The Board of Education shall not enter into any negotiated agreement with any other bargaining unit in the district which shall infringe upon the ability of the principal to manage her/his school. In order to prevent such infringement, the Board will submit all contract provisions proposed to other bargaining units to the Association for evaluation prior to finalizing such agreements. The input received from the Association shall be utilized in determining final language or negotiability of the subject.

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ARTICLE V

Work Year

The work year for unit members shall be either twelve (12) months or ten (10) months with the Board of Education retaining the right to reduce existing twelve (12) month positions to ten (10) month positions. Should the Board of Education decide to reduce a position from twelve (12) months to ten (10) months, the following procedure must be followed:

1. The salary for the twelve (12) month position must be reduced by one-eleventh (1/11th).
2. The ten (10) month work year shall be from September 1st through June 30th, rather than the shorter teacher work year.
3. The Board of Education shall provide notice by May 15th in any year if it intends to reduce the length of work year for a particular position.
4. If in the first year, the new year's salary is less than the prior year's salary, the employee shall work that summer to earn the difference at his/her new daily rate.

ARTICLE VI

Vacations, School Holidays and School Recess

A. Vacations

1. All twelve (12) month unit members shall be entitled to one (1) month's vacation per year. Said vacation shall consist of no more than twenty-three (23) work days and must be taken when school is not in session. However, vacation may not be taken until one (1) week after the last teacher work day in June nor during the two (2) weeks prior to the first day when all teachers report the following September.
2. Should an administrator be required to forego all or part of his/her scheduled vacation time, he/she shall reschedule that vacation with the Superintendent of Schools for another time within that same school year or the following summer.

B. School Recesses and Holidays

Generally unit members shall exercise their own discretion to determine the extent to which it may be necessary to work during school recesses as per present practice. However, the Superintendent of Schools retains the right to require the presence of an individual unit member or members during a school recess or school holiday should the need arise.

ARTICLE VII

Work Schedule

The duties and responsibilities of each unit member necessitate varying work schedules. As part of the management team of the Pompton Lakes Board of Education, each unit member shall spend the time necessary to properly fulfill his/her duties and responsibilities in accordance with present practice.

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ARTICLE VIII

Leaves of Absence

A. Sick Leave

1. Twelve (12) month unit members shall be entitled to twelve (12) sick leave days per year and ten (10) month unit members shall be entitled to ten (10) month sick leave days per year. These days shall accumulate without limit as specified in Title 18A.
2. Unit members shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
3. A doctor's certificate may be required for any unit member for an illness following the third day, or any time the Superintendent is not satisfied with the attendance of a unit member.

B. Maternity Leave

1. The Board of Education may remove any pregnant unit member from her duties on any one of the following basis:
 - (a) Performance. Her performance has substantially declined from the time immediately prior to her pregnancy.

(b) Physical Incapacity. Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:

(i) the pregnant unit member fails to produce a certification from her physician that she is medically able to continue working, or

(ii) the Board of Education's physician and the unit member's physician agree that she cannot continue working, or

(iii) following any difference of medical opinion between the Board's physician and the unit member's physician, the Board request expert consultation in which case the Passaic County Medical Society, 39 East 39th Street, Paterson, New Jersey, 07514, (201) 279-1900, shall appoint an impartial third physician who shall examine the unit member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial

third physician under this paragraph shall be shared equally by the unit member and the Board.

(c) Just Cause. Any other "just cause" as defined in N.J.S.A. Title 18A.

2. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant unit members on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board, except as otherwise provided herein.

(a) Upon reasonable notice, any tenured or nontenured unit member seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the unit member shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any unit member to produce a certificate from a physician in support of the requested leave dates

provided that if the Board's physician is in disagreement the conflict of medical opinion shall be resolved as set out in paragraph 1.b. (iii) of this Section. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated. Following the grant of such leave to any unit member, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the unit member to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contraindicated. The Board may require any unit member to produce a certificate from the physician in support of the

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extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph 1.b. (iii).

- (b) The Board need not grant or extend the leave of absence of any nontenured unit member beyond the end of the contract school year in which the leave is obtained. A unit member returning from pregnancy leave of absence shall be entitled to all benefits to which unit members returning from other types of sick or disability leave would be entitled.
- (c) No tenured or nontenured unit members shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided in this policy. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any unit member after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that

conflict of medical opinion shall be resolved in the same manner as is set out in paragraph 1.b. (iii).

C. Military Leave

Any unit member who is drafted into the defense forces of the United States shall receive leave without pay. State and Federal laws shall be applied concerning reinstatement and accrued benefits of a unit member in his position. This Article applies also to reservists called to active duty.

D. Leaves - Emergencies of Personal Nature

1. An allowance of up to four (4) days leave without loss of pay to be granted with prior approval by the Superintendent of Schools for reasons such as the following:

- (a) Recognition of a religious holiday;
- (b) Court subpoena;
- (c) Marriage of employee or marriage in the immediate family;
- (d) Personal business which cannot be handled outside of school hours;
- (e) Any emergency or urgent reason not include in (a.) to (d.) above shall be granted with subsequent retroactive approval by the Superintendent of Schools.

2. Personal days may be granted before or after a vacation only if the request states specifically the reason for the request.
3. Whether or not permission is granted will be determined by the Superintendent of Schools.

E. Illness in the Family

Leave for illness in the immediate family will be granted for three (3) days without loss of pay. The immediate family is defined as husband, wife, father, father-in-law, mother-in-law, brother, mother, sister, children, or any member of the immediate household.

Special circumstances will be dealt with by the Superintendent.

F. Sabbatical Leaves

1. A sabbatical leave may be granted to a unit member by the Board upon recommendation of the Superintendent for study or for reasons deemed to be of value to the school system by the Superintendent.
2. Sabbatical leaves shall be granted for one (1) year, subject to the following conditions:
 - (a) Sabbatical leaves may be granted to one (1) unit member at any one time.

- (b) Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1st, and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested.
- (c) Unit members must have completed at least seven (7) full continuous school years of service in the Pompton Lakes School District to be eligible for sabbatical leave.
- (d) A unit member on sabbatical leave shall be paid by the Board at one-half (1/2) his/her regular salary.
- (e) Applications for sabbatical leave must set forth the program of studies and related data justifying the sabbatical as an educational investment by the Board.
- (f) Upon return from sabbatical leave, a unit member shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.
- (g) Every individual who is granted sabbatical leave must sign and fulfill a contract to return to service as an employee of the Board for at least

twice the duration of the sabbatical leave, or reimburse the Board for the amount of salary granted during the leave. Any unit member going on sabbatical leave must accept the reimbursement obligation in writing prior to action on the leave by the Superintendent. Any payments made to unit members on sabbatical leave shall be contingent upon adherence to the plan approved as a basis for sabbatical leave, and the Board shall be fully reimbursed for any payments made to a unit member on sabbatical leave not adhering to the approved plan.

G. Personal Leave

Upon receipt of a notification to serve on a jury, a staff member shall provide immediate notice of said receipt to the Superintendent of Schools. The Superintendent shall provide a letter to the court requesting that the employee's jury service occur during a school vacation or summer vacation period rather than during the school year. If said request is denied and the employee is required to serve during the school year, the employee's service shall be with full pay and with no loss of benefits.

ARTICLE IX

RETIREMENT BENEFITS

Employees or his/her estate shall be entitled to reimbursement for all unused sick days (for the purpose of this article only, beginning July 1, 1985, all unused personal days and unused family illness days will be accumulated as sick days) based on the requirements listed below at the following rates:

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1. Ten (10) years of service in the district
2. Accumulated at least sixty (60%) percent of the grand total of the following:
 - (a) accumulated sick days from either the date of hire or July 1, 1981, whichever the employee chose by November 30, 1981.
 - (b) possible personal days commencing July 1, 1981.
 - (c) possible illness in the family days commencing July 1, 1981.

At the option of the retired administrators the reimbursement payment for unused sick days may be deferred until the next calendar year.

ARTICLE X

Evaluation of Administrative and Supervisory Personnel

A. Overview

1. The form of evaluation used in the Pompton Lakes Public School System is based on the assumption that there are broad areas of responsibility which apply to all administrators and supervisors, e.g., organizational and management skill, public relations competence, professional and technical knowledge, effectiveness in decision making, etc. Each evaluatee, in consultation with his/her evaluator(s), determines his/her specific performance targets which become the goals toward which he/she strives during the evaluation period. The evaluator judges the evaluatee's effectiveness in terms of how well the performance targets were achieved. Assessment may also be made of overall performance, but evaluation is focused primarily on the performance goals or targets.
2. Self-evaluation is encouraged; an evaluation conference is an important part of the process. The evaluator regards his/her job as more of a "coach" than an "umpire".

3. In addition to the evaluation of specific job targets, each administrator shall submit an additional self-appraisal form which covers three basic areas:
 - (a) Highlights of job performance.
 - (b) Factors inhibiting the attainment of objectives.
 - (c) Listings of duty and responsibilities to which more concerted attention is necessary.
 - (d) All administrators, principals, vice principals and directors are evaluated by the superintendent.

B. Procedures

1. All unit members are to be evaluated annually.
2. The principal will evaluate his/her vice principal.
3. All principals will assist in the evaluation of directors with whom they work closely, upon request of the Superintendent of Schools.
4. On the evaluation form, the evaluatee identifies specific job targets (performance objectives). He/She submits them to his/her evaluator for reactions on or before September 30. The evaluator will review these job targets within the two (2) weeks of receipt of same. If both agree on the target, efforts are made to achieve the targets during the year, and the results of these efforts become one of the bases for the final

evaluation. By March 30: the evaluatee completes the self-appraisal and job target forms which he/she sends to the evaluator. The evaluator then schedules an appraisal conference with the evaluatee at which time the self-appraisal form and the job target form are discussed.

5. In addition to the evaluator-evaluatee appraisal conference described above, the evaluatee signs the evaluation form to indicate completion of the process, not necessarily concensus. He/She also receives a copy of the evaluation prior to its submission to the Board of Education.
6. The evaluatee may dissent in whole or in part with the evaluator's appraisal judgment and may request a follow-up conference with the evaluator. The evaluatee may attach a statement of dissent to the written evaluation which is submitted to the Board.

ARTICLE XI

Professional Development and Educational Improvement

- A. The parties recognize that they share the responsibility for the upgrading and updating of unit member performance and attitudes. To help in carrying this out, the Board agrees to pay the cost of registration and other reasonable expenses (including fees, meals, lodging, and/or transportation) incurred in connection with courses, workshops, seminars, conferences, in-service training sessions or any other such session which a unit member requests or is required to attend, in writing by the Superintendent with Board approval.

The parties agree to cooperate in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

- B. Non-tenure employees will be reimbursed in full for the cost per credit and required fees, based on current State College costs for a maximum of six (6) credits per year.
- C. Tenure employees will be fully reimbursed for the cost per credit and required fees, based on current State College costs for a maximum of twelve (12) credits per year.

- D. The Board of Education will pay dues for professional organizations most appropriate to the unit member's responsibility. The number and type of memberships must be approved by the Board and the Superintendent of Schools and the Board may limit such memberships due to budgetary considerations.

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ARTICLE XII

INSURANCE PROTECTION

A. The Board shall pay the full premium for each employee under the New Jersey State Health Benefits Program including family plan coverage for those eligible under aforesaid program. Such health care insurance protection shall include Blue Cross, Blue Shield, Extended Coverage and Major Medical under said program.

B. The Board shall pay the full premium for all employees for a Drug Prescription Program. The program shall cover employees and dependents with a five (\$5.00) dollar co-pay for each name brand purchase and a two (\$2.00) dollar co-pay for each generic purchase.

C. The Board shall pay the full premium for all employees for a Dental Program. The program shall cover employee and dependents. The deductible shall be fifty (\$50.00) dollars per family member, with an aggregate deductible of one hundred fifty (\$150) dollars per family, for school year 1991-92 and one hundred (\$100.00) per family member, with an aggregate deductible of three hundred (\$300.00) dollars per family, for the school year 1992-93.

The dental program shall provide for the following benefits:

	<u>Plan Payment</u>	<u>Co-Payment</u>
Preventive & Diagnostic	100%	0%
Remaining Basic Benefits	85%	15%
Crowns, Inlays & Gold Restorations	85%	15%
Prosthodontic Benefits	50%	50%

The maximum amount payable by the Plan for the above dental services provided an eligible patient in any calendar year is one thousand (\$1,000.00) dollars.

The one hundred (\$100.00) dollars per patient per calendar year and the three hundred (\$300.00) dollars Family maximum aggregate deductible per calendar year are not applicable to Preventive and Diagnostic Benefits.

D. After consultation with the Association, the Board maintains the right to change insurance plans provided the coverage is equal to or better than that currently provided.

ARTICLE XII (continued) Insurance Protection

- E. At least ten (10) months prior to retirement from the system, members of the administrative or supervisory staff eligible for full retirement benefits under the New Jersey Pension System may submit a proposal to the Superintendent of Schools for a special project. Projects may be of an administrative, curricular, or research nature and related to the goals of the system. Projects must be approved by the Superintendent and the Board of Education before any project begins.

Projects meeting the standards approved by the Superintendent and the Board will be financially supported through the payment of medical insurance premiums or other forms of security insurance to be negotiated by the retired member and the board. Payments for said insurance coverage will be limited to \$10,000.00 over the total years of coverage provided.

- Retired staff have the option of leaving and re-entering the New Jersey State Health Benefits Program under the provision of this paragraph (E) up to age 65. Beyond age 65, staff members will be billed for the full amount of medical premiums at the existing group rates.

- F. The Board of Education shall provide an annual physical examination at no cost to the members. The fee for the examination shall not exceed the normal fee of the school physician.

G. Waiver from Participation

Employees who are eligible for, but who do not participate in, the health insurance plan, or dental and prescription, shall be provided with a cash payment as follows:

1. Employees who voluntarily elect to waive coverage shall be entitled to receive 36% of the premium cost of the waived insurance. This payment shall be proportionate to actual waiver time.
2. Payment of the monies in "1" above shall be made by separate check on the last work of the school year
3. Employees must waive such insurance for a full year (July 1 through June 30 for dental and prescription) to be eligible for payment. Notification of waiver must be made by January 1, in order to waive for the applicable upcoming year.
4. It is the intent of both the Association and the Board that all employees covered by the Agreement should, either through this coverage or alternate available coverage, have comprehensive insurance protection.
5. An employee who waives coverage may re-enroll for the next year during the open enrollment period.

H. USE OF AUTOMOBILE

1. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate. The member's auto insurance will provide the primary insurance coverage to a member who uses his/her automobile in performance of his/her duties. The Board of Education's liability insurance will provide secondary coverage up to the limits of the Board's policy, if the claim exceeds the member's insurance coverage.
2. The Board of Education's liability insurance will cover any additional protection needed, if the claim exceeded the driver's insurance coverage.

ARTICLE XIII

Personal and Academic Freedom

- A. Unit members will be entitled to full rights of citizenship and no religious or political activities of any unit member will be grounds for discipline or discrimination with respect to the professional employment of such unit member, provided that said activities do not violate any local, state or federal law, or affect the unit member's responsibilities as an employee of the Pompton Lakes Board of Education.

ARTICLE XIV

Dues Deduction

The Board agrees to deduct from the salaries of its employees in a negotiating unit dues for the Pompton Lakes Administrators and Supervisors Association as each employee may individually and voluntarily authorize the Board to deduct, and transmit the monies so deducted to the Association.

ARON
SALSBERG
ATTORNEY AT LAW
PASSAIC AVENUE
NEW JERSEY 07102

ARTICLE XV

Representation Fee

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal

in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 above, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the Board; or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, due to annual dues increase, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

5. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

D. Demand and Return System

Prior to the implementation of this Article, the Association shall provide to the Board a copy of its Demand and Return System. A similar copy shall also be provided to all new employees who do not become members of the Association.

E. Save Harmless Provision

The Association agrees to save the Board of Education harmless from any and all claims raised against it by employees who have money deducted from their paychecks pursuant to the requirements of this Article.

ARTICLE XVI

Promotions

A. All vacancies in promotional positions shall be filled pursuant to the following procedure:

1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible, but in no event less than ten (10) days. Nothing herein is to be construed to mean that the Superintendent shall not be free to publicize and otherwise seek qualified personnel from outside of the school system to fill such vacancies.
2. Said notice of vacancy shall clearly set forth the qualifications for the position.
3. Applicants for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.

B. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory level, including, but not limited to, positions such as superintendent, assistant superintendent, principal, vice principal, director.

- C. Vacancies which arise during July and August shall be posted in the Board Office and notice thereof mailed to the President of the Association.
- D. Promoted unit members shall negotiate their new salary individually with the Board of Education. In no event shall the individual promoted receive less than he/she would have received had the promotion not been attained.

ARON
SALSBERG
ATTORNEYS AT LAW
PASSAIC AVENUE
NEW JERSEY 07102

ARTICLE XVII

School Calendar

The Board shall consult with the Association in establishing the calendar for each school year during the term of this Agreement.

ARON
SALSBERG
ATTORNEYS AT LAW
788AIC AVENUE
NEW JERSEY 07118

ARTICLE XVIII

Miscellaneous Provisions

- A. Despite references herein to the Board, the Superintendent and the Association, as such, each reserves the right to act hereunder by committee, or designated representatives except where this Agreement specifically limits this right.

- B. 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.

- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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, but all other provisions or applications shall continue in full force and effect.

- D. Any provisions in individual contracts for the period of this Agreement which are inconsistent or in conflict with the terms of this Agreement shall be controlled by the terms of this Agreement.

ARON
SALSBERG
ATTORNEYS AT LAW
100 PASSAIC AVENUE
NEW JERSEY 07102

- E. The Board agrees to provide the children and/or dependents of PLASA members with attendance provisions in the Pompton Lakes Schools as follows:

Children and/or dependents may attend the Pompton Lakes Schools, tuition free, provided that the Board shall not be required by its policies, or otherwise be required, to hire additional personnel to accommodate these students.

- F. Copies of this Agreement shall be printed at the expense of the Board after consultation with the Association on format and presented to all employees in the negotiating unit.

ARON
SALSBERG
ATTORNEY AT LAW
PASSAIC AVENUE
NEW JERSEY 07110

ARTICLE XIX

Duration of Agreement

This agreement will be effective as of July 1, 1991, and shall continue in effect until June 30, 1993.

POMPTON LAKES BOARD OF EDUCATION

ADMINISTRATORS' SALARIES

	<u>1991-92</u>	
High School Principal	\$74,550	
Lakeside School Principal	83,801	
Lenox Elementary Principal	77,973	
Linclon Elementary Principal	77,973	
Director of Special Services	74,584	
Director of Guidance	73,646	
Director of Health, Phys.Ed. & Safety	52,051	
High School Vice Principal	56,178	
	2,000	stipend

April 1, 1992

POMPTON LAKES BOARD OF EDUCATION

ADMINISTRATORS' SALARIES

	<u>1992-93</u>
High School Principal	\$77,532
Lakeside School Principal	87,153
Lenox Elementary Principal	81,092
Linclon Elementary Principal	81,092
Director of Special Services	78,313
Director of Guidance	76,592
Director of Health, Phys.Ed. & Safety	56,736
High School Vice Principal	63,500

April 1, 1992

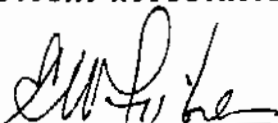
REPRESENTATIONS

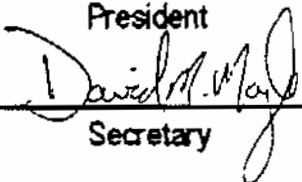
The Board represents that the making and execution of this agreement between the Pompton Lakes Board of Education and the Pompton Lakes Administrators and Supervisors Association, dated July 1, 1991 to June 30, 1993, has been authorized by the Board at a meeting of the Board held on the 1st day of April, 1992.

The Association represents that the making and the execution of this agreement was authorized by its membership at a meeting of the Association held on the 23rd day of March, 1992.

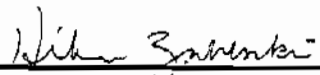
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

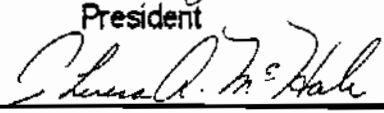
**POMPTON LAKES
ADMINISTRATORS AND
SUPERVISORS ASSOCIATION**

By: 
President

By: 
Secretary

**POMPTON LAKES
BOARD OF EDUCATION**

By: 
President

By: 
Secretary