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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

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
High and Middle School Director of Student Personnel
Services (Guidance)
Assistant Principal

ARTICLE 3.0 TERMS AND CONDITIONS OF EMPLOYMENT

Section 3.1 Medical Insurance

3.1.1. 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.

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

Section 3.2 Tuition Reimbursement

3.2.1. An Employee is entitled to a reimbursement of 75% of tuition costs up to a maximum of one thousand three hundred dollars and twenty-five (\$1,325.) per annum for approved courses taken while under contract in Glen Rock. This reimbursement will be non-accumulative.

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

Section 3.3 Comments of Commendations and Complaints

3.3.1 Commendations

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

3.3.1.2 The Employee shall be notified of such commendations.

3.3.2 Complaint Procedure

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

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

Section 3.4 Sick Leave

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

Section 3.5 Vacations

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

3.5.2 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 are necessary for district needs, in addition to the Employee's assigned duties.

3.5.5 Earned vacation time shall normally be used no later than five working days prior to the first school day for the teachers of the year immediately following the year in which the vacation was earned. No more than ten vacation days may be accrued from year to year. No financial reimbursement will be made for unused vacation days accrued at the election of the administrator. If circumstances prevent the Employee from using the vacation time prior to the above stated date, the vacation will be taken at a 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.

3.5.6 In addition to the vacations specified in Section 3.5.1, 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.

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.

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

Section 4.3 Procedure for Payment

4.3.1 Notice of application for separation pay must be given to the Superintendent no later than December 15.

4.3.2 Separation pay shall be paid in the July following separation. If notice of separation is not provided by December 15th, then payment shall not be tendered until the July of the second fiscal year. (Effective January 1, 1992) This separation pay may be paid in two lump sum payments over the following two years, based on the payment choice of the retiring employee.

4.3.3 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.

4.3.4 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 and Professional Recognition Program for all Employees covered by this Agreement are set forth in Appendix A and Appendix B respectively.

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

ARTICLE 6.0 GRIEVANCE PROCEDURE**Section 6.1 General Provisions**

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

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

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

6.1.4 All hearings shall be confidential.

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

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

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

Section 6.2 Informal Presentation of the Grievance

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

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

6.2.3 Within ten (10) school days, the Superintendent shall have at least:

- one private conference with the Employee
- one with the Immediate Superior, and
- one joint conference with both parties.

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

6.2.5 If the Immediate Superior is the Superintendent,

6.2.5.1 then 6.2.2 and 6.2.3 above do not apply;

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

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

Section 6.3 Formal Presentation and Hearing of the Grievance

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

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

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

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

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

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

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

Section 6.4 Appeal to the Board

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

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

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

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

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

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

Section 6.5 Arbitration

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

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

6.5.2.1 Jointly agree upon an acceptable Arbitrator;

6.5.2.2 Obtain a commitment from the Arbitrator to serve;

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

- 6.5.3 The Arbitrator, within twenty (20) school days after
- * conferring with the Board and the Employee or their representatives, or
 - * receiving final statements and proofs from the parties if the conferences are waived,
 - * shall deliver a written decision to the Board and the Association.

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

6.5.5 The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding only if the grievance alleges a violation of this Agreement. All other grievances shall result in an advisory decision only.

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

ARTICLE 7 FULLY BARGAINED CLAUSE

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

ARTICLE 8 MODIFICATION OF AGREEMENT

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

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

ARTICLE 9 MANAGEMENT RIGHTS

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

9.1.1 direct Employees of the school district;

9.1.2 hire, promote, transfer, assign and retain Employees in positions in the school district and to suspend, demote, discharge or take disciplinary action against Employees.

9.1.3 relieve Employees from duty because of other legitimate reasons;

9.1.4 efficiently direct school and district operations;

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

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

Section 9.2 The Board recognizes and acknowledges the professional management status of the members of the Glen Rock School Administrators 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.

ARTICLE 10 DURATION


Section 10.1 The provisions of this Agreement shall become effective as of July 1, 1995 and shall remain in full force and effect until June 30, 1998.

Section 10.2 Both parties agree not to propose other changes for negotiations until the opening of negotiations for the 1998-99 contract year.

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


GLEN ROCK BOARD OF EDUCATION

DATE: 6/17/96

By: 
President

GLEN ROCK SCHOOL ADMINISTRATORS ASSOCIATION

Date: 6/10/96

By: 
President

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 LeavesGBRIA
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 A (continued)

4. DEFINITIONS

- 4.1 Short term leave - absence, for reasons other than personal illness, for not more than five (5) days on any occurrence.
- 4.2 Immediate family - spouse, employee's parent, spouse's parent, child, brother, sister, or other blood relative residing in the employee's household.
- 4.3 Religious holiday - those listed annually by the Commissioner of Education.
- 4.4 Personal business - other non-specified unusual demands on personal time, such as transporting child to college, house closings, emergency medical and dental appointments, travel emergencies beyond the control of the employee, etc.

Sick Leave

GBRIB

"Sick leave is hereby defined to mean the absence from his/her post of duty of any employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his/her immediate household."

(N.J.S.A. 18A:30-1,2,3.)

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)

<u>C.</u> ADMINISTRATORS SALARY GUIDE				
1997-98				
<u>STEP</u>	<u>GUIDE 1</u>	<u>GUIDE 2</u>	<u>GUIDE 3</u>	<u>GUIDE 4</u>
1	85002	79952	76776	69856
2	87836	82733	79518	72651
3	90669	85513	82261	75445
4	93503	88295	85001	78238
5	96336	91076	87744	81032
6	99169	93857	90486	83827
7	102002	96637	93229	86622
8	104835	99417	95970	89416

A \$1,300 differential shall be added to the above base salaries for a Doctorate Degree.

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.

