

# 2555

# AGREEMENT

Between the  
**PEQUANNOCK TOWNSHIP  
BOARD OF EDUCATION**

and the  
**PEQUANNOCK TOWNSHIP  
PRINCIPALS' AND SUPERVISORS' ASSOCIATION**

**July 1, 1994 - June 30, 1997**

**Agreement**  
**between the**  
**Pequannock Township**  
**Board of Education**  
**and the**  
**Pequannock Township**  
**Principals' and Supervisors' Association**  
**JULY 1,1994 - JUNE 30,1997**

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## PREAMBLE

This Agreement, to take effect on the first day of July, 1994, between the Pequannock Township Board of Education, hereinafter called the "Board" and the Pequannock Township Principals and Supervisors Association, hereinafter called the "Association."

## ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for the collective negotiations concerning the terms and condition of employment for all certificated administrative and supervisory personnel regularly employed by the District, including:

Principals  
Assistant Principal  
Directors  
Curriculum Coordinator

- B. The Superintendent of Schools, The Business Administrator/Board Secretary and other personnel who may be managerial or confidential employees within the meaning of the Public Employment Relations Act shall be excluded from this Agreement.
- C. The term "Administrator (s)" as used in this Agreement, shall refer to all certificated employees represented by the Association as defined above.

## ARTICLE 2 NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of Administrative personnel. Negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission .
- B. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

- C. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. 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 of the parties at the time they negotiated or executed this Agreement. 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.

### ARTICLE 3 GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance is a claimed violation, misapplication or misinterpretation of the terms of this Agreement, Board Policy, State Statute, or an administrative decision wrongfully and adversely affecting the terms and conditions of employment of a member or members of the bargaining unit.
2. Days shall mean administrative work day. For the purpose of this article all week days except holidays specified in the school calendar shall be considered administrators' work days whether or not the offices are open and operating.

#### B. General

1. A grievance shall be waived and barred if it is not presented in writing within thirty (20) days of the occurrence on which it is based or the administrator or the association knew or should have known of the occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association 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 be deemed to be waiver of further appeal of the decision.
3. It is understood that administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. The time limits herein may be extended only by written agreement between parties.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and/or the selected representatives contemplated in this article.

### C. Procedure

#### 1. Level 1

- a. Any administrator who has a grievance shall first discuss the matter with his immediate supervisor in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator, he may, within the time limit set forth in Article II B.1 above, present his grievance in writing to his immediate supervisor. The written grievance shall set forth:
  - (1) the occurrence giving rise to the grievance
  - (2) the date of the occurrence
  - (3) the specific contract article, administrative action, or policy claimed to have been violated
  - (4) the relief sought

The immediate supervisor will communicate his decision in writing within five (5) days of the receipt of the grievance.

#### 2. Level 2

If the administrator is not satisfied with the decision rendered at level 1, he may, within five (5) days of receipt of the decision, or, in the event of failure to respond, within ten (10) days of submission of the grievance at Level 1, present his grievance in writing to the Superintendent. The Superintendent will render his decision in writing within ten (10) days of receipt of the grievance.

- a. In the event that the Superintendent is the immediate supervisor of

the grieving administrator the written grievance will be initiated at Level 2 within the time limit set forth in AL B. above.

### 3. Level 3

If the grievance is not satisfactorily resolved at Level 2, the administrator, or the Association, may, within five (5) days of receipt of the decision at Level 2, or, in the event of failure to respond, within fifteen (15) days of the submission of the grievance, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

The Board, or a committee thereof, shall review the grievance, hold a hearing with representatives of the Association if requested, within thirty (30) days of receipt of the request, and render a decision in writing within fifteen (15) days after the holding of the hearing. If a hearing is not requested, the Board shall render a decision within forty five (45) days of receipt of the appeal.

The decision of the Board will be final.

### 4. Level 4

If the decision of the board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within 10 work days of receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of PERC or the American Arbitration Society.

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to nor subtract anything from the Agreement between parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved and appropriate officials of the association shall be given copies of the arbitrator's opinion and award. This shall be given within 20 work days of the completion of the arbitrator's hearing.

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs must be shared equally. Any other costs shall be borne by the party incurring them.



Where, however, the grievant elects to proceed without the Association's concurrence the costs shall not be borne or shared by the association.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

## ARTICLE 4 LEAVES OF ABSENCE

### A. Sick Leave

1. Administrators will be entitled to sick leave in accordance with the laws of the State of New Jersey then and there in full force and effect. Administrators whose work year is twelve months will be entitled to twelve days per school year. Administrators whose work year is ten months will be entitled to ten days per school year.
2. The Board of Education will provide written notice of accumulated sick leave to each administrator by September 30 of the school year.
3. When all the accumulated sick leave of an administrator has been used, the Board may grant on an individual basis additional days of non-cumulative sick leave in accordance with the provisions of the laws of the State of New Jersey when it deems this action to be appropriate.

### B. Personal Leave

1. Administrators will be eligible for not more than three (3) non-cumulative days of leave with full pay for such personal business as cannot be transacted outside of working hours for personal or family emergencies.
2. Requests for personal leave are subject to review and approval by the Superintendent.

### C. Bereavement Leave

1. Administrators shall be granted up to five (5) days leave of absence with full pay for each death of spouse, children, father, mother or other person residing in the household of the administrator.
2. Up to three (3) days leave of absence with full pay for each death of brothers, sisters, mother-in-law and/or father-in-law.

## **D. Military Leave**

1. A regularly appointed administrator who is required to undergo military field training or to attend service school during any school year shall be granted leave of absence in accordance with state law.
2. Military leave without pay shall be granted to any administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

## **E. Sabbatical Leave**

Full Time administrators are eligible to apply for sabbatical leave in accordance with the following provisions:

1. Only permanently certificated administrators who have completed a minimum of seven (7) years continuous service in Pequannock Township are eligible.
2. Sabbatical leave shall be used for the purpose of graduate study, with particular consideration given in those cases of university residency requirements, or other activity approved by the Board of Education.
3. Sabbatical leave shall be for half school year or a full school year.
4. The term of sabbatical leave shall coincide with the regular school year (September - June 30). Half year leaves shall coincide with either the first or second semester of the school year.
5. Not more than one sabbatical leave may be granted in any consecutive three years. In making this computation, two half year leaves will be counted as one sabbatical leave.
6. Participants in the program shall be awarded during the term of their leave fifty (50) percent of the salary they would have received had they been on duty in the District.
7. Participants in the sabbatical leave program are free to accept governmental and private grants to supplement their salary; however, the total income from the leave program shall not exceed the participant's salary as a member of the staff,
8. Any administrator granted a sabbatical leave of absence must agree in writing to continue working in the system for two (2) school years following the sabbatical leave. In the event the two year commitment is not met, the administrator must reimburse the Board of Education on a pro-rated basis for the sum paid during the period of the sabbatical leave except in the case of permanent disability or death.
9. Persons interested in applying for sabbatical leave should submit

their plans to the Office of the Superintendent no later than January 1st of the school year preceding the leave. The application will outline the plan of the administrator.

10. Proposed programs must be approved by the Pequannock Township Board of Education. A five-member committee consisting of two designees of the Superintendent, two appointees of the Association and the Superintendent serving as chairman will meet to consider applications for sabbatical leave and to make recommendations to the Board of Education relative to the granting of such leave,
11. During the sabbatical leave of absence, personnel will report to the Superintendent in writing on January 31st, June 30th and at other reasonable times on request of the Superintendent, concerning their progress in those activities for which leave was granted, and will report specifically any information or ideas gained during the leave which may be of value to the Pequannock Public Schools. The final report will include a summary of all the experiences and conclusions drawn which have any bearing on the future performance of their duties and which suggest possible improvements for the Pequannock Township Public Schools.
12. During the period of the sabbatical leave of absence personnel may not engage in any remunerative employment that interferes with or is detrimental to the approved program.
13. An administrator completing a sabbatical leave will again be eligible for consideration after completing seven additional years of continuous service in Pequannock Township; however, administrators applying for an initial sabbatical leave will be given appropriate consideration.

#### **F. Jury Duty**

In case of required jury duty, an employee shall be allowed time off for jury service. She/he shall be paid the difference between his/her regular pay and jury pay.

#### **G. Legal**

In case of required job related appearance in a court of law involving the employee, she/he shall be granted time off without reduction in pay.

#### **H. Other Leave**

Other leaves of absence without pay may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE 5  
INSURANCE PROTECTION

- A. The Board agrees to provide and pay for individual or family coverage as described in the New Jersey Public and School Employees Health Benefits Program.
- B. The Board reserves the right to transfer the health insurance coverage to other companies, but agrees that if this is done the coverage shall be equal to or better than that presently existing. No change shall be made without prior discussion with the Association. The insurance carrier will provide administrators with detailed information of the insurance plan.
- C. The Board agrees to provide a family prescription plan as follows:
  - 1. Effective July 1, 1992, the Board agrees to pay full premiums for a plan with a co-pay of \$5.00 (brand names)/\$3.00 (generic) for each covered employee.
  - 2. Effective July 1, 1993, a premium cap should be established on the Board's responsibility for the prescription plan. The cap shall be calculated as a pool of money based on the 1992/93 family coverage rate (\$1020) multiplied by the number of covered employees 1993/94 as determined on July 1, 1993.
  - 3. Calculation of the cap for years subsequent to 1993/94 shall be calculated as a pool of money based on the 1992/93 family coverage rate (\$1020) increased annually by five (5) per cent and multiplied by the number of covered employees as determined on July 1 of that contract year.
  - 4. Once a determination has been made as to cap, including any possible employee contribution, that formula shall apply for all newly hired employees for that contract year.
  - 5. Should the cost of the annual premium exceed the amount the Board has agreed to pay, the following options are available to the Association:
    - a. The Association may seek another state approved carrier.
    - b. The Association shall have the right to terminate the prescription insurance and the dollar value of the premium at the time of termination would be added to the salary guides. If such

coverage is cancelled, the Association shall hold the board harmless against any employee claim because of such cancellation.

c. The Association may agree to have the amount which exceeds the Board's contribution deducted from the employee's pay.

- D. The Board will pay premiums for employee-only dental insurance plan up to to an annual limit of \$175 per covered employee. Should the dental premiums rise, the Association may seek another carrier. If acceptable coverage at acceptable rates cannot be obtained, the Association shall have the right to terminate the dental insurance and to have the dollar value of the premiums added to the salaries of the administrators. If such coverage is cancelled, the Association shall hold the Board harmless against any employee claim because of such cancellation.
- E. No insurance payments shall be made for an employee after effective date of his resignation.

## ARTICLE 6 COMPENSATION

### A. Salary Guide

All newly appointed employees will be placed on the appropriate step of the guide at the discretion of the Superintendent as approved by the Board of Education.

#### 1994-1995

| Step | HS. Principal | MS Principal | Elem. Principal<br>Directors<br>Curriculum Coordinator | AP/AD<br>AP/AS |
|------|---------------|--------------|--|----------------|
| 1    | 81,655        | 75,655       | 69,655   | 68,655         |
| 2    | 84,655        | 78,655       | 72,655   | 71,655         |
| 3    | 87,655        | 81,655       | 75,655   | 74,655         |
| 4    | 89,310        | 83,310       | 77,310   | 76,310         |

#### 1995-1996

|   |        |        |        |        |
|---|--------|--------|--------|--------|
| 1 | 84,545 | 78,545 | 72,545 | 71,545 |
| 2 | 87,545 | 81,545 | 75,545 | 74,545 |
| 3 | 90,545 | 84,545 | 78,545 | 77,545 |
| 4 | 92,100 | 86,100 | 80,100 | 79,100 |

1996-1997

|   |        |        |        |        |
|---|--------|--------|--------|--------|
| 1 | 87,405 | 81,405 | 75,405 | 74,405 |
| 2 | 90,405 | 84,405 | 78,405 | 77,405 |
| 3 | 93,405 | 87,405 | 81,405 | 80,405 |
| 4 | 94,960 | 88,960 | 82,960 | 81,960 |

**B. Unused Sick Leave**

Administrators planning to retire from public employment, having completed a minimum of 15 years service to the Pequannock Township School System will be entitled to receive payment for unused accumulated sick leave as stipulated:

- a. Payment will be made at the rate of \$100.00 per day for the first 50 days of unused accumulated sick leave.
- b. There will be no payment made for the next 25 days of unused accumulated sick leave.
- c. Payment will be made at the rate of \$100.00 per day for the next 50 days of unused accumulated sick leave.
- d. The maximum payment for unused accumulated sick leave shall be \$10,000.00.

2. Administrators seeking payment for unused accumulated sick leave upon retirement must provide the Board of Education with notice of their intent to retire at least one year before the anticipated retirement date. This required notice may be waived by the Board of Education if such action is deemed to be in the best interest of the Administrator and the school district.
3. The following payment options will be available to the retiring Administrator:
  - a. lump sum upon retirement.
  - b. lump sum in the following January.
  - c. one half upon retirement, one half six months later.

ARTICLE 7  
(BOARD MANAGEMENT) RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all power, right authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following.

1. To the executive management and administrative control of the school system and its properties and facilities of its employees;
  2. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  3. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the forgoing powers, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the constitution and laws of the United States.

**ARTICLE 8  
WORK YEAR**

1. The work year for each administrator shall commence July 1 of a given year and continue through June 30 of the following year except for regularly scheduled holidays and vacation days.

Each administrator shall be entitled to the following identified number of holidays and vacation days

13 holidays

|                  |                     |
|------------------|---------------------|
| New Year's Day   | Independence Day    |
| President's Day  | Labor Day           |
| Good Friday      | Columbus Day        |
| Memorial Day     | NJEA Convention (2) |
| Thanksgiving (2) | Christmas Eve       |
|                  | Christmas           |

26 Vacation Days

2. Administrators shall be entitled to a vacation carry-over privilege which will permit the carry-over of up to five days of unused vacation entitlement each year, to a total accumulation of ten such days.

Carry-over vacation days must be used within two years.

Carry-over vacation days may not be used in the calculation of terminal pay for unused vacation time.

**ARTICLE 9  
MISCELLANEOUS PROVISIONS**

- A. If any provisions 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 of applications shall continue in full force and effect.
- B. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board, It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waiver any rights or powers granted it by law.
- C. The Board agrees to make available to unit members
  - Tax sheltered Annuity Programs
  - Salary Savings Deduction Plans
- D. The Board of Education will pay the PSA dues or the equivalent amount thereof for the membership dues of each administrator to professional organization(s) related to his/her individual assignment. Payment for additional professional membership will be at the discretion of the Superintendent of Schools.

Each Administrator shall designate his/her individual membership selection, informing the Association of such choice prior to October 15 of each year, Following that date, the Association shall forward a summary report of memberships so selected to the Board of Education together with appropriate documentation to support the dues payment. Payment will be made directly to the respective organizations by the Board of Education.

The Board of Education will not be required to pay for membership selections which are submitted later than December 1.



**E. Reimbursement for Graduate Study Costs**

Administrators shall be eligible for reimbursement of up to \$1,800 of personal expenditures per administrator per year for tuition and fees directly related to approved graduate study. Prior approval of the Superintendent of Schools for all graduate study for which reimbursement will be claimed is required. Payment of reimbursement shall be made upon receipt on the Board of Education Office of proof of payment by the administrator for approved costs. Should an administrator not successfully complete the course, all reimbursed amounts must be refunded to the Board of Education within 60 days.

**F. Travel reimbursement will be paid from mileage vouchers according to IRS rate per mile.**

**G. It is understood that administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and Administrative policies, rules, and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.**

**H. Copies of this Agreement shall be reproduced at equal expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all administrators now employed and hereafter employed.**

**ARTICLE 10  
EVALUATION PROCESS**

**A. General Provisions**

- 1. Criteria for evaluation, copy of evaluation document(s) and procedures of evaluation must be provided to each employee by September 1 of each school year.**
- 2. Any changes in existing documents, criteria or procedures must be discussed with the association before these are implemented.**

**B. Right to Full Knowledge**

The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgement of his/her supervisor respecting the effectiveness of his/her per-

formance and that such employee is entitled to receive such recommendations that will assist the employee in increasing the effectiveness of his/her performance.

### **C. Frequency of Review**

The Superintendent shall establish supervisory procedures that will guarantee a minimum of two written evaluations per year for each non-tenured employee. The first written evaluation shall be no later than December 15. The second written evaluation shall be no later than March 1st. All tenured employees will receive a written evaluation once each year no later than June 1. The process shall be in accordance with provisions of N.J.A.C. 6:3-1.19.

### **D. Evaluation Procedures**

#### **1. Copies of Reports**

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

#### **2. Right of Employee to Respond**

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-1.21. At such time the employee is entitled to have his/her response heard and appended to the evaluation report.

#### **3. Notice of Contract Renewal**

Each nontenured administrative employee shall receive written notice, prior to April 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.


## **ARTICLE 11 EMPLOYMENT**

- A. Administrators shall receive notices of continuation or non-renewal of employment not later than May 1.**
- B. In case of reduction-in-force, administrators shall receive sixty (60) days notice. Reductions shall be in the inverse order of seniority within the area of certification.**

**ARTICLE 12  
TERM OF AGREEMENT**

This Agreement shall be in effect for the period July 1, 1994 through June 30, 1997.

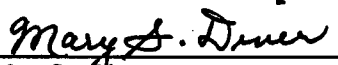
For the:  
Pequannock Township  
Board of Education

  
\_\_\_\_\_  
Raymond X. McCoy, President

  
\_\_\_\_\_  
Michael Donow  
Business Administrator/Board Secretary

For the:  
Pequannock Township  
Principals and Supervisors  
Association

  
\_\_\_\_\_  
Leslie Conlon, President

  
\_\_\_\_\_  
Mary Sue Oliver

