

AGREEMENT
BETWEEN THE
PEQUANNOCK TOWNSHIP
BOARD OF EDUCATION
AND THE
PEQUANNOCK TOWNSHIP
PRINCIPALS AND SUPERVISORS ASSOCIATION
JULY 1, 2010 – JUNE 30, 2013

TABLE OF CONTENTS

Article		Page
1	Recognition	2
2	Negotiations Procedure	2
3	Grievance Procedure	3
4	Leaves of Absence	5
5	Insurance Protection	8
6	Compensation	9
7	Board (Management) Rights	10
8	Work Year	11
9	Miscellaneous Provisions	11
10	Evaluation Process	12
11	Employment	13
12	Term of Agreement	14

PREAMBLE

This Agreement shall take effect on the first day of July 2010, 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 Principals
 - Directors
 - Athletic Director
 - Administrator in Charge of Special Projects
 - Vice Principal for Academic Affairs
- B. The Superintendent of Schools, the Assistant 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 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 that 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. All days referred to in this Article shall represent calendar days.

B. General

1. A grievance shall be waived and barred if it is not presented in writing within thirty (30) 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/her 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/she may, within the time limit set forth in Article 3 B.1 above, present his/her grievance in writing to his/her immediate supervisor. The written grievance shall set forth:
 - (1) the occurrence giving rise to the grievance;
 - (2) the date of 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/her decision in writing within seven (7) days of the receipt of the grievance.

2. Level 2

If the administrator is not satisfied with the decision rendered at Level 1, he/she may, within seven (7) days of receipt of the decision, or, in the event of failure to respond, with fourteen (14) days of submission of the grievance at Level 1, present his/her grievance in writing to the Superintendent. The Superintendent will render his/her decision in writing within fourteen (14) 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 a and b above.

3. Level 3

If the grievance is not satisfactorily resolved at Level 2, the administrator, or the Association, may, within seven (7) days of receipt of the decision at Level 2, or, in the event of failure to respond, within twenty (20) 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, or render a decision in writing within twenty (20) 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 fourteen (14) working 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/herself to the issues submitted to him/her. He/she 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 thirty (30) workdays of the completion of the arbitrator's hearing.

The fees and expenses of the arbitrator are the only costs that 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/her 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 (12) 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 a spouse, child, 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 a brother, sister, 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 procedures:

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 a half school year or a full school year.
4. The term of sabbatical leave shall coincide with the regular school year (September 1 – 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 1 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 chairperson, 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 31, June 30 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 Township 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. He/she 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, he/she 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. Effective July 1, 2011, the Board shall only offer School Employees Health Benefit Plan medical insurance coverage currently known as Direct 10 to eligible administrators. All administrators enrolled in Traditional or other plans offered by the Board shall be moved into the School Employees Health Benefit Plan.

Effective July 1, 2012, administrators covered under this section shall contribute the following percentages of their base salary towards health benefits: (i) Employee-only: 1.5%; (ii) Parent-Child: 2.0%; (iii) Husband-Wife 2.0%; and (iv) Family: 2.5%. Contributions shall be made through payroll deduction.

- 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. The Board and Association agree to re-open negotiations on the issue of health benefits should either party be desirous of modifying the health insurance programs offered employees.
- C. The Board will pay premiums for the employee portion of dental insurance coverage, subject to a premium cap of \$475.00 per eligible administrator per year. Costs above the premium cap and costs associated with dependent dental coverage are the employee's responsibility. Administrators selecting dental insurance coverage, but waiving medical insurance coverage or otherwise not eligible for medical insurance coverage, are subject to the statutory health benefit contributions.
- D. No insurance payments shall be made for an employee after the effective date of his/her resignation.
- E. Eligible administrators who voluntarily waive the health benefits set forth in Paragraphs A and C above will be paid 25% of the premium cost of the program in which the administrator is eligible, up to a maximum payment of \$5,000. Payment will be made in two installments- December 31 and June 30. Once an administrator voluntarily waives insurance coverage, the administrator may reenroll upon proof of any of the life events as designated by the Department of Insurance. Employees hired after July 1 who elect not to take insurance or employees who are terminated prior to June 30 shall have the payment prorated based on the number of months employed.

ARTICLE 6
COMPENSATION

A. Salaries:

For 2010-2011, there will be no compensation increases for any administrator. For 2011-2012, the Board agrees to provide a flat salary increase of 1.75% per administrator plus up to 0.50% in merit pay increases for each administrator. For 2012-2013, the Board agrees to provide a flat salary increase of 1.50% plus up to 0.75% in merit pay increases. For new hires, the Superintendent of Schools will set the salary in consultation with the President of the Association or his/her designee.

In 2011-12, merit pay increases for all administrators will be comprised of two (2) components: up to .25% based on achieving building/subject area goals and up to an additional .25% based on achieving district goals. In 2011-12, merit pay increases for all administrators will be comprised of three (3) components: up to .25% based on achieving building/ subject area goals, up to .25% based on achieving district goals, and up to .25% based on achieving personal goals.

B. Unused Sick Leave

1. Administrators planning to retire from public employment, having completed a minimum of 10 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 \$125.00 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 \$125.00 per day for the remaining days of unused accumulated sick leave up to the group cap.
 - d. The maximum group payment for Administrators employed as of January 1, 2003 shall be \$20,000.00. The maximum group payment for unused accumulated sick leave for Administrators whose first day of employment is after January 1, 2003 shall be \$10,000.00. The total amount that can be spent in any one year on unused sick leave is \$30,000.00.
2. Administrators seeking payment for unused accumulated sick leave upon retirement must provide the Superintendent with written notice of the intent to retire at least five months before the retirement date. The retirement date must be either the end of the first semester of the school year, or the end of the school year.
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, rights, 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, and 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 foregoing 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

- A. 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 fourteen (14) holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King Birthday
Columbus Day	Presidents' Day
NJEA Convention (2)	Good Friday
Thanksgiving (2)	Memorial Day
Christmas Eve	
Christmas Day	

- B. Each twelve month administrator shall be entitled to twenty-six vacation days. Administrators shall be entitled to a vacation carry-over privilege which will permit the carry-over of up to ten days of unused vacation entitlement each year.

Carry-over vacation days may not be used in the calculation of terminal pay for unused vacation time. Vacation days are earned during the work year for use in the following year. New employees may "borrow" against vacation days in their first year of employment. Payment for

unused vacation days shall be at a rate of 1/260 of the administrator's annual salary for each unused vacation day.

- C. The hours of work for all administrators shall be established in concert with the Superintendent of Schools to assure the performance of all duties and responsibilities as found in the appropriate job description, and to provide for the orderly supervision of school programs and activities.

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 Program
Salary Savings Deduction Plan

- D. The Board of Education will pay the New Jersey Principals and Supervisors Association 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 memberships 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 person per year for professional development activities including graduate courses and additional staff development opportunities at the cost of the course or activity. All professional development activities, including graduate work, must be approved in advance by the Superintendent of Schools in order for reimbursement to be made. Payment of reimbursement shall be made upon receipt by the business office of proof of payment by the administrator of

approved costs. Should an administrator fail to successfully complete a course, all reimbursed amounts must be refunded within 60 days.

- F. Mileage reimbursement for use of personal vehicles for business purposes will be reimbursed by a lump sum of \$500 for each administrator, payable, through regular payroll, in two equal installments of \$250 in January and June of each year.
- F. 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.
- G. 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**

The evaluation format for administrators shall be a narrative and will cover the following categories; Instruction, Pupil Services, Professional Personnel, Business, Community and Parent Relations and Overall.

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 judgment of his/her supervisor respecting the effectiveness of his/her performance 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 March 1. 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 non-tenured administrative employee shall receive written notice, pursuant to statute, 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 pursuant to statute.
- 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.

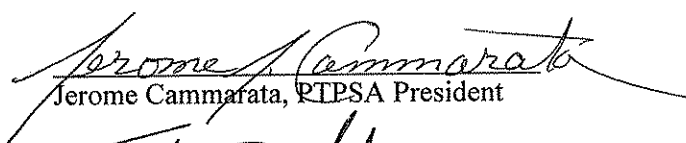
ARTICLE 12
TERM OF AGREEMENT

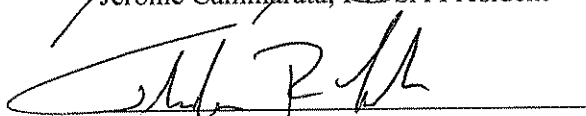
This agreement shall be in effect for the period of July 1, 2010 through June 30, 2013.

For the:
Pequannock Township Board of Education

For the:
Pequannock Township Principals And
Supervisors Association


William Sayre, Board President


Jerome Cammarata, PTPSA President


Theodore Loeffler
PTPSA

Victor Hayek
Business Administrator/Board Secretary

Date 9/14/11

Date 9/14/11