

Agreement

Between the

RIVER VALE BOARD OF EDUCATION

And

**RIVER VALE ASSOCIATION OF
ADMINISTRATORS**

For the Contract Years

2002-2003, 2003-2004, and 2004-2005

Table of Contents

WITNESSETH:	I
ARTICLE I – RECOGNITION	I.1
ARTICLE II - ASSOCIATION RIGHTS AND PRIVILEGES	II.1
ARTICLE III – SALARIES	III.1
A. <i>Salary Guides</i>	<i>III.1</i>
B. <i>R.V.E.A. Equivalency</i>	<i>III.1</i>
C. <i>Placement on Guide</i>	<i>III.2</i>
D. <i>Withholding of Increments:</i>	<i>III.2</i>
E. <i>Payroll Deductions/Direct Deposit</i>	<i>III.2</i>
F. <i>Payroll Dates</i>	<i>III.2</i>
G. <i>Vacation Days</i>	<i>III.2</i>
H. <i>Work Year</i>	<i>III.3</i>
I. <i>Longevity</i>	<i>III.3</i>
ARTICLE IV – LEAVES OF ABSENCES	IV.1
A. <i>Temporary Leaves of Absence</i>	<i>IV.1</i>
B. <i>Extended Leaves of Absence</i>	<i>IV.1</i>
C. <i>Child Rearing Leave</i>	<i>IV.3</i>
D. <i>Other Leaves</i>	<i>IV.4</i>
E. <i>Sabbatical Leave</i>	<i>IV.5</i>
F. <i>Sick Leave</i>	<i>IV.5</i>
G. <i>Sick Leave Incentive</i>	<i>IV.6</i>
ARTICLE V - INSURANCE PROTECTION	V.1
ARTICLE VI - MISCELLANEOUS	VI.1
A. <i>Membership Dues</i>	<i>VI.1</i>
B. <i>Successor Agreement</i>	<i>VI.1</i>
C. <i>National Conventions</i>	<i>VI.1</i>
ARTICLE VII - ADDITIONAL REIMBURSEMENT	VII.1
A. <i>Tuition</i>	<i>VII.1</i>
B. <i>Mileage</i>	<i>VII.1</i>
ARTICLE VIII - DURATION OF AGREEMENT	VIII.1
ARTICLE IX – GRIEVANCE PROCEDURE	IX.1
A. <i>Definitions</i>	<i>IX.1</i>
B. <i>Procedure</i>	<i>IX.1</i>
C. <i>Miscellaneous:</i>	<i>IX.3</i>
ARTICLE X SIGNATURE PAGE	X.1

AGREEMENT

Between

RIVER VALE BOARD OF EDUCATION

and

RIVER VALE ASSOCIATION OF ADMINISTRATORS

for the Contract Years

2002-2003, 2003-2004, and 2004-2005

This agreement entered into this 1st day of July, 2002, by and between the Board of Education of the Township of River Vale and the River Vale Association of Administrators.

WITNESSETH:

WHEREAS, the Board of Education has an obligation pursuant to Chapter 303, Public Laws, 1968, to negotiate with the River Vale Association of Administrators as the representative of employees hereinafter designated with respect to certain terms and conditions of employment as set forth in this agreement, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article I – Recognition

- A. The River Vale Board of Education hereby recognizes the River Vale Association of Administrators as the exclusive and sole representative for collective negotiations for the duration of this agreement concerning the terms and conditions of employment for all professional personnel whether under contract, on leave, or employed by the Board of Education on a full or part time basis including:

Principals

The River Vale Association of Administrators shall remain the exclusive and sole representative of the above as long as it maintains a majority representation of said personnel.

- B. Unless otherwise indicated, the term “Administrators” when used hereinafter in the Agreement shall refer to all professional employees represented by the River Vale Association of Administrators in the negotiating unit as above defined, and references to male administrators shall include female administrators.

Article II - Association Rights and Privileges

The following rights and privileges are extended by the Board of Education to the River Vale Association of Administrators:

- A. The Board agrees to furnish to the employee unit in response to reasonable requests, from time to time, a register of certificated personnel and other such information which shall assist them in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students and other employees, together with information which may be necessary for the employee unit to process any grievance or complaint.

- B. The employee unit and its representative shall have the right to:
 - 1. Use the school buildings at reasonable hours for meetings.
 - 2. Use facilities and equipment with the exception of the telephone and supplies at reasonable times when school is not otherwise in use.
 - 3. Use inter-school mail and mailboxes including electronic mail and data storage devices, as it deems necessary.

- C. The rights and privileges of the employee unit and their representatives as set forth shall be granted only to duly recognized unit as the exclusive representative of the Association of Administrators and not to any other organization which does not represent the majority of personnel in each employee group.

Article III – Salaries

A. SALARY GUIDES

Salary Guides 2002-2003

	MA	MA15	MA30	DR
1	94000	95880	97798	99754
2	95000	96900	98838	100815
3	96779	98715	100689	102703
4	99000	100980	103000	105060
5	101000	103020	105080	107182
6	103000	105060	107161	109304
7	105000	107100	109242	111427
8	107000	109140	111323	113549
9	109000	111180	113404	115672

Salary Guides 2003-2004

	MA	MA15	MA30	DR
1	97000	98940	100919	102937
2	99000	100980	103000	105060
3	101000	103020	105080	107182
4	103554	105625	107738	109892
5	105000	107100	109242	111427
6	107000	109140	111323	113549
7	109000	111180	113404	115672
8	111000	113220	115484	117794
9	113000	115260	117565	119917

Salary Guides 2004-2005

	MA	MA15	MA30	DR
1	99000	100980	103000	105060
2	103000	105060	107161	109304
3	105000	107100	109242	111427
4	107000	109140	111323	113549
5	109767	111962	114202	116486
6	111000	113220	115484	117794
7	112500	114750	117045	119386
8	113000	115260	117565	119917
9	115000	117300	119646	122039

Grandfathered Employees

	2002	Long	Total	2003	Long	Total	2004	Long	Total
Spatola	120618	2000	122618	125201	2000	127201	129959	2000	131959
Prestia	116299		116299	120951		120951	125789		125789

B. R.V.E.A. EQUIVALENCY

All other areas of the contract including benefits will remain the same or be upgraded as per the R.V.E.A. Settlement.

C. PLACEMENT ON GUIDE
Placement on Salary Scales shall be at the discretion of the Board, which retains the right to withhold increment, percent or adjustment, or both.

D. WITHHOLDING OF INCREMENTS:
The granting of any salary increment and/or adjustment, as set forth in the salary schedule shall not be deemed automatic. The withholding of any salary increment and/or adjustment for inefficiency or other good cause shall be governed by the provisions of N.J.S.A. 18A: 29-14.

A recommendation to withhold increment shall not be made to the Board of Education unless the Administrator shall have received a minimum of three written evaluations spaced at least 20 days apart. Where applicable the administrator may request of the superintendent an additional evaluation, which will then be discussed with the administrator.

If withholding of increment is recommended, the Superintendent will present the Administrator with a written copy of his recommendation. Prior to the week of April 1st, the Administrator will be given an opportunity to discuss the recommendation with the Superintendent within five (5) school days of such recommendation.

The contents of evaluations shall be kept confidential from students, parents or at any public gathering.

E. PAYROLL DEDUCTIONS/DIRECT DEPOSIT
Administrators may individually elect to have any amount of their monthly salary deducted from their pay and deposited in organizations, such as, but not limited to, the Paragon Federal Credit Union. Paychecks may be deposited directly when that service is available in the district.

F. PAYROLL DATES
Administrators will be employed on a twelve month contract basis and will be paid in 24 equal semimonthly installments which will be the 15th and 30th of each month or the closest working day thereto. When pay days fall on or during school holiday, vacation, or weekend, administrators shall receive their paychecks on the last previous working day.

G. VACATION DAYS
Administrators hired prior to 7/1/99 are grandfathered for 23 vacation days annually.

Vacation Schedule:

Administrators hired after 7/1/01 will have vacation days awarded at the beginning of the contract year according to the following schedule:

Up to 1 year: 15 days

After 1 year: 21 Days

Days may be used immediately after they have been awarded.

Note: Mr. Spatola and Dr. Prestia will receive 23 vacation days for the first year of employment, which were not taken, upon leaving the employ of the district.

H. WORK YEAR

1. Each association member will work 211 days during each school year. Arrangements will be made with the superintendent for coverage.
2. After the 2001-2002 school year, all RVAA members shall work two designated additional days in Spring recess, taken consecutively, either Monday-Tuesday or Thursday-Friday. Vacation days may be used.

I. LONGEVITY

No employee who is not currently receiving longevity shall be eligible for longevity in the future.

Longevity Schedule:	10 th to 12 th year	-	\$ 750.00
	13 th to 17 th year	-	\$1,500.00
	18 th year and over	-	\$2,000.00

Article IV – Leaves of Absences

A. TEMPORARY LEAVES OF ABSENCE

1. Administrators shall be entitled to the following temporary leaves of absence that shall be non-accumulative unless otherwise specified each school year:
 - a. Four (4) days leave of absence for personal, legal, business, religious, professional, household or family matters which require absence during school hours. Written application for personal leave shall be made to the Administrator's immediate superior at least two (2) days before taking such leave (except in the case of emergencies).
 - b. Any unused personal leave provided for in i.e. above shall be accumulated in succeeding years to a maximum of six (6) days. Administrators shall be notified in writing of their accumulated personal leave days for the above-stated purposes no later than September of each year.
 - c. Time necessary for appearances in any legal proceeding connected with the Administrator's employment or with the school system, except for negotiations, and not if the administrator initiates the action.
 - d. Up to five (5) days at any one time in the event of death of a Administrator's spouse, child or parent; and up to a total of ten (10) days per annum, in the event of death of a Administrator's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any member of the immediate household, or serious illness of Administrator's spouse, child or parent or any member of the household listed herein; or in the event of any emergency, approval will be left to the discretion of the superintendent of schools. Requests for extension must be submitted in writing and may be granted by the board.
 - e. Other leaves of absence with pay may be granted by the Board of Education for good reason.
2. Leaves taken or granted pursuant to Section A-1 of this article shall be in addition to any sick leave to which the administrator is entitled.

B. EXTENDED LEAVES OF ABSENCE

1. **Exchange Programs:** A leave of absence without pay up to two (2) years may be granted to any Administrator on tenure who serves as an exchange or overseas Administrator and is a full time participant in either of such programs or accepts a Fullbright scholarship.
2. A leave of absence without pay shall be granted up to one (1) year to an Administrator to teach in an accredited college or University.

3. Extended leaves of absence under this section will be limited to one administrator per school year.
4. **Military leave** without pay shall be granted to a tenured 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. A tenured Administrator whose spouse enlists or is inducted and wishes to join the spouse may be granted a leave without pay not to exceed a period of two years.
5. **Anticipated Disability Leave**
 - a. Preliminary Provisions
 1. Any Administrator who anticipated undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for an leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
 2. Any Administrator anticipating a leave under the provisions of Anticipated Disability leave shall notify the Superintendent of Schools through his/her immediate supervisor as early as the Administrator is able. Any Administrator anticipating a disability leave arising out of a pregnancy shall provide such notification at least sixty (60) days prior to the anticipated birth except in cases of emergency.
 - b. Request for Leave Based on Claim of Anticipated Disability
 1. Any Administrator who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said Administrator produces a statement of his/her physician, at the written request of the Board stating that up to what date, in the opinion of said physician, the Administrator is incapable of performing said duties.
 2. In no event shall the Board be obligated to permit and Administrator anticipating a state of disability to continue in the performance of his/her duties when the disability interferes with his/her performance. The Board may then require a second medical opinion by a physician of its choice to determine whether said Administrator is able to continue in the performance of his/her duties. Should a third opinion become necessary, both parties shall attempt to agree on a mutually acceptable physician.
 3. All policies, practices, rules and regulations applicable to Administrators who are granted sick leave pursuant to the provisions of N.J.S.A. 18A: 30-1-7 and of the Agreement shall be applicable to all Administrators applying for leave under paragraph "b" of this section. Such Administrators shall receive no lesser consideration than any other Administrators nor shall they receive any greater consideration.

4. The Administrator requesting a leave under the provisions of 4-b of this article shall specify in writing the anticipated date on which he/she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the forgoing provision.
5. The Board shall have the right to require any Administrator who has been on disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her Physician stating that he/she is capable to perform his/her duties.
6. Whenever, on the opinion of the Board, the dates for resumption of professional duties would substantially interfere with the operation of the school, the board shall assign the returning Administrator to other professional duties. Such assignment shall be at the discretion of the Superintendent. These duties shall start upon the date the Administrator returns from the disability lave and will continue until a vacation break occurs. The Administrator's salary shall resume on the date he/she returns.
7. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for, medical reasons upon application by the Administrator to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time as provided in (6). All extensions of such leaves shall be subject to the provision of N.J.S.A. 18A: 30-1 et. Seq. And specifically N.J.S.A. 18A: 30-6 and 18A: 30-7.
8. The provisions of this section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is obtained.

C. CHILD REARING LEAVE

1. Any tenured Administrator shall be entitled to leave without pay for child rearing purposes.
2. In cases where both husband and wife shall be employees in this school system, only one of said persons shall be entitled to such leave.
3. The application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.
4. Child rearing leave shall be granted in accordance with the family and medical leave act and/or family leave act.

5. In addition to child rearing leave provision in paragraph four above, a child rearing leave shall also be granted for a period beginning on the first day of a school year and ending on the last day of the same school year. Applications for this “year” of child rearing leave shall be filed before April 1 immediately preceding the September in which the leave is to commence. When a “year” of child rearing leave is requested in connection with a birth occurring after March 1, the Administrator shall have until the immediate following June 30 to request the leave for the immediately following school year. Only one “year” of child rearing leave may be granted per child.
6. When a child rearing leave is requested, the Administrator requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
7. Where an Administrator who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such Administrator may be assigned to any position decided by the Superintendent so long as such assignment is within the certification of such Administrator, it being the purpose of such assignment not to interfere with or disrupt the operation of the district.
8. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is obtained.
9. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the operation of the school.

D. OTHER LEAVES

1. A leave of absence without pay up to one (1) year shall be granted for the purpose of caring for a sick member of the tenured Administrator’s family. Additional leave may be granted at the discretion of the Board of Education.
2. Other leaves of absence without pay may be granted by the Board of Education for good reason.
3. Administrators returning from leave granted for military induction shall be treated in accordance with all applicable laws and regulations.
4. Extensions and renewals of leaves shall be applied for in writing by April 1st prior to the expiration of such leave.

E. SABBATICAL LEAVE

Upon submission and approval of the Superintendent of Schools of a proposal for a study program, and upon the approval of the Board of Education, a sabbatical leave shall be granted to a member the professional staff, which include employees covered by this agreement. The Board of Education will grant such leave for study, including study in another area of specialization or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to one member of the professional staff.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such forms as may be mutually agreed on by the Administrators' unit and the Superintendent no later than thirty (30) days before the issuance of contracts; and action must be taken on all such requests no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.
3. The Administrator has attained tenure in the River Vale Schools.
4. An Administrator on sabbatical leave shall be paid by the Board one hundred (100) per cent for one half year or fifty (50) per cent for one year of the salary rate which he/she would have received if he/she had remained on active duty, only~ if qualified replacement can be found.
5. Upon return from sabbatical leave an Administrator shall be placed at a salary commensurate with the level he/she would have achieved had he/she remained actively employed in the system during the period of his absence.
6. An Administrator who is granted a sabbatical leave shall upon completion of said leave agree to return to the River Vale School District for not less than two (2) years.

F. SICK LEAVE

1. All administrators employed shall be entitled to twelve (12) sick days for each school year with full compensation as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall accumulate from year to year with no maximum limit.
2. Sick Leave shall be extended beyond the Administrator's accumulated leave. In the case of extended illness on the part of a tenured Administrator, sick leave shall be extended in accordance with Title 18A: 30-1 et seq.
3. Administrators shall be notified in writing of their accumulated sick leave no later than September of each year.

G. SICK LEAVE INCENTIVE

1. An Administrator who has been employed in the River Vale school district for at least **15** years and who retires under the provisions of the T.P.A.F. shall be eligible for payment for unused accumulated sick leave.
2. To assist the Board of Education in funding the retirement provision, a survey shall be made of eligible employees who intend to retire during the subsequent school year.
3. Notice of intent to retire must be given to the Board of Education 60 days prior to the due date of the Board's submission of its preliminary budget to the County Superintendent. Failure to give such notice will result in deferment of the payment under this benefit to the beginning of the subsequent fiscal year. The Board however, may waive this requirement.
4. The retiree may elect to receive payment under this provision: a) June 30 of the retirement year: or b) January 1 of the subsequent calendar year or c) at another mutually agreed upon time.
5. Reimbursement under this provision shall be:

Each Contract Year

\$84.00 per day if attendance of each administrator (illness absences) is 95% or higher.

\$79.00 per day if attendance is 90% to 94%.

\$74.00 per day if attendance is below 90%.

Note 2: Catastrophic illnesses shall not be included in determining the above percentage of attendance.

1. If an Administrator should die during the duration of this contract, the estate shall receive the money computed on the basis as state above in Article V- E.5 and all requirements shall be waived.

Article V - Insurance Protection

- A. The Board shall provide the health/group insurance protection detailed in the State Health Benefit Program or its equivalent for the term of this agreement. The Board shall pay the full premium for each Administrator and the premium for family coverage only where such coverage is specifically extended by the Board.
1. For each Administrator who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage starting no more than 90 days from commencement of work and for a full 12 month period in succeeding years, from September 1st and ending August 31st; unless the new employee transfers in from another district participating in the State Health Benefits Plan, such payments would continue without interruption. Payments will be made through August 31st in behalf of an Administrator who terminates employment as of June 30th except in cases of retirement when they shall end when state health begins, or August 31st whichever occurs first.
 2. Provision of the group **health insurance** program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the State Health benefits Plan. Such coverage is extended to the employee and family. When and if such time there is a co-payment of dependent's premium for health insurance required for all other employees, the administrators in the RVAA will also be responsible for the identical co-payment for dependent's coverage.
 3. Provisions of the group **dental insurance** program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the State Health benefits Plan. Such coverage is extended to the employee and family.
 4. Provision of the **group optical insurance** program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provision contained in the State Health benefits Plan. Such coverage is extended to the employee and family.
 5. **Annual Exam:** The Board shall reimburse administrators for costs not reimbursed by insurance up to \$350 for an annual physical exam.
- B. The Board will attempt to provide to each Administrator a description, from the insurance carrier, of all group insurance coverage provided under this article, no later than the beginning of each school year, which includes a clear description of conditions and limits of coverage as listed above.

Article VI - Miscellaneous

A. MEMBERSHIP DUES

The Board of Education agrees to pay the membership dues for Administrators in the following professional organizations for each contract year.

Principals

NJ Principals and Supervisor Association

National Assoc. of Elementary Principals or of Secondary School Principals

Bergen County Administrators Association

Association for Supervision and Curriculum Development.

B. SUCCESSOR AGREEMENT

The Board of Education agrees to begin negotiations for a succeeding agreement with the Administrative Unit no later than February 1st.

C. NATIONAL CONVENTIONS

The Board of Education agrees to reimburse all expenses for two principals each year of this contract to attend a national convention of his/her choice with the approval of the Superintendent of Schools. No administrator shall attend such national conventions in the succeeding year.

Article VII - Additional Reimbursement

The Board agrees:

A. TUITION

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in service training sessions, or other such sessions which the Administrator is required and /or which the superintendent requires the administrator to take.
2. To pay up to one thousand dollars (\$1000.00) toward the cost of tuition and fees incurred in connection with graduate courses and/or other courses beneficial to the Administrator in his/her professional growth, subject to the approval of the Superintendent of Schools.
This provision shall be limited to \$8,000.00. If the number of Administrators availing themselves of this clause by February 15th of each year causes the amount to exceed \$8000, then each Administrator's reimbursement shall be reduced on a pro-rated basis.

B. MILEAGE

1. Mileage will be reimbursed at the current IRS rate for which vouchers shall be submitted periodically to the Business Office. Travel expense to and from approved conferences, workshops and conventions shall be paid upon submission of a voucher.

Article VIII - Duration of Agreement

- A. This agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

- B. In witness thereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, all of the date and year first above written.

Article IX – Grievance Procedure

A. DEFINITIONS

1. The term “grievance” means a complaint about the interpretation, application or alleged violation of this Agreement or policies or administrative decisions affecting the terms and conditions of employment of an administrators or group of administrators.
2. The term “school day” shall mean a day upon which the administrator’s attendance is required.

B. PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) school days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance. Failure to act within such period shall be deemed an abandonment of the grievance.

2. Level One:

- C. A grievant shall first present his grievance orally to his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. If the grievant desires a written decision, the grievance must be submitted in writing specifying:

- The nature of the grievance;
- The results of any previous discussion; and
- The nature of the remedy which is being sought by the grievant.

- D. A written decision, upon request made within five (5) school days of the hearing, shall be rendered within ten (10) school days of said hearing.

3. Level Two:

If the grievance is not resolved to the grievant’s satisfaction within five (5) school days from the decision referred to in Level One above, the grievant shall submit his grievance to the Superintendent of Schools in writing specifying:

- the nature of the grievance;
- the results of the previous discussion;
- the basis of his dissatisfaction with the determination;
- and the nature of the remedy being sought by the grievant.

A copy of the writing called for in the paragraph aforementioned shall be furnished to the school principal, to the immediate superior of the grievant and to the Association.

Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties shall have the right to be heard.

Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall in writing, advise all parties and their representatives if there be any, of his determination and reasons therefore.

4. Level Three:

In the event of the failure of the Superintendent to act in accordance with the provisions of the two (2) paragraphs above, or, in the event a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by the grievant, the grievant may within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him/her, appeal to the Board of Education for a private hearing which shall be held within twenty (20) school days of the written request for same.

Where an appeal is taken to the Board, there shall be submitted to the parties and the Board by the appellant:

- (a) The writing set forth in preceding paragraphs, a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action, and any additional written materials as requested by the Board. A copy of said statements shall be furnished to the Superintendent and to the adverse party (ies) who shall have the right to reply thereto.

The Board shall make a determination within thirty (30) school days from its receipt of their grievance and shall, in writing, notify the administrator, his representative, if there be one, the principal, and the Superintendent of its determination and the reasons therefore. This time period may be extended by mutual agreement of the parties.

5. Level Four:

In the event a grievant is dissatisfied with the determination of the Board, he/she shall have the right to carry his grievance to arbitration pursuant to rules and regulations established by the Public Employment Relations Commissioner under the provisions of Chapter 123, Laws of 1974, as amended and supplemented.

The decision rendered by the arbitrator shall be advisory only, except in regard to the interpretation of this agreement.

A demand for such arbitration shall be made no later than fifteen (15) school days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the grievant and the Board shall mutually agree upon a longer time period within which to assert such a demand.

The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately and jointly request the Public Employment Relations Commission to appoint an arbitrator. In the event the Commission shall be unwilling or unable to appoint an arbitrator, then a request shall be made to the American Arbitration Association to appoint an arbitrator.

In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant. In addition, it is expressly provided that the arbitrator shall have the power to recommend that the costs of the arbitration services be borne by one party, if in his judgment that party unnecessarily created the need for the arbitration, or did so for the purposes of delay, or which party's contentions are deemed by him/her to have been unreasonable and a sham.

The parties agree that any dispute regarding the interpretation of this Agreement shall be submitted to binding arbitration.

C. MISCELLANEOUS:

1. A grievant may be represented by himself, or at his option commencing at Level Two, by a representative selected or approved by the Association. The grievant shall be present throughout each level of the grievance procedure. The Association shall have the right to be present by representative at any hearing above the informal level, and to make its view known.
2. A grievant processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of such grievance.
3. Failure at any step of this procedure to communicate the decision on a grievance within the 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 be deemed to be an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.
4. In the event a grievance shall be filed by any grievant who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, such grievant shall initiate his grievance at Level Two.
5. A grievance, which by its nature cannot be resolved at levels below that of the Superintendent, may be initiated by the grievant at Level Two. It is understood by both parties to this agreement that the purpose of their expedited filing of grievances is to resolve such grievances at their proper level and is not intended to bypass the normal adjudication of grievances at the lowest administrative level.
6. A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the grievant.
7. Until a grievance is fully resolved to the satisfaction of all parties, all administrators including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the pendency of any grievance, until such grievance is duly determined; however, duties shall not be varied as of the day before the grievance was first filed.

Article X Signature Page

**River Vale Board of Education
River Vale Association of Administrators**

Collective Negotiations

The River Vale Board of Education and the River Vale Association of Administrators, having negotiated in good faith for the purpose of reaching a successor collective negotiations agreement to the previously negotiated contract which expired between the parties on July 1, 2002, hereby formally agree to the terms of the tentative agreements reached and previously signed between the representative parties in respect to modifications, alterations, amendments and changes to said agreement, all parts of which are retroactively effective beginning July 1, 2002.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this first day of May, 2002.

For the: RIVER VALE BOARD OF EDUCATION

For the: RIVER VALE ASSOCIATION OF ADMINISTRATORS
