

**AGREEMENT BETWEEN
THE NORTHERN VALLEY
REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION
AND
THE NORTHERN VALLEY EDUCATIONAL
OFFICE PROFESSIONALS ASSOCIATION**

JULY 1, 2004 -JUNE 30, 2007

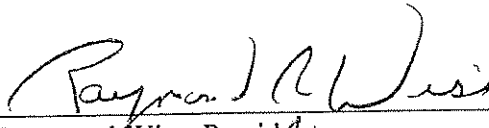
WITNESS OF AGREEMENT

It is agreed that the terms of this Agreement shall become part of the employee's contract and the foregoing was agreed upon by the Board and Office Professionals Negotiating Committees for conveyance to their respective bodies for approval.


The Board indicated its acceptance of this Agreement at its meeting of May 24, 2004.

The Secretaries indicated their acceptance of this agreement as indicated below.

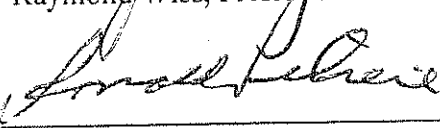
In Witness whereof the parties have executed this Agreement this 24th day of May, 2004.




Raymond Wiss, President



Susanne Kaechele, Chairperson



Ronald Piliere, Board Secretary



Susan Parducci, President

Northern Valley Regional H.S. District

Northern Valley Education Office Professionals

PREAMBLE

This agreement was developed and entered into by the Northern Valley Regional High School District Board of Education, hereinafter referred to as the "Board" and Northern Valley Educational Office Professionals Association, hereinafter referred to as the "Office Professionals," shall cover a period of three years, **July 1, 2004 through June 30, 2007** as detailed by the following Agreement.

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ARTICLES
MEMORANDUM OF INTENT

In order to consolidate those items which have been resolved, it is mutually agreed by the Board and the Office Professionals that the welfare of the students is of paramount importance and will be the first concern of both parties. It is also agreed that, both parties are desirous of formulating an orderly procedure of collective negotiations concerning conditions of employment between the Board and the Office Professionals and that mutual understanding and cooperation prevail at all times. Therefore, it is mutually agreed as follows:

ARTICLE I
RECOGNITION

The Board recognizes the Office Professionals as the exclusive representative of the following fulltime/part-time employees, excluding those positions designated as Confidential, for the purposes of collective negotiations concerning the terms and conditions of employment.

Unit Definition

Head Bookkeeper
Payroll Bookkeeper/Administrative Secretaries
Secretaries
Associate Secretaries
Clerks

Any change in job title will not exclude that employee from the membership unit provided there are no changes in duties.

The parties agreed that the Board reserves all rights, authority and responsibilities, in accordance with applicable laws and regulations including but not limited to New Jersey Statutes Annotated Title 18A, Education and New Jersey Administrative Code, Title 6A, Education.

The Office Professionals recognize the Board as the public agency charged by the legislature, under the mandate of the Constitution, with the management and organization of the Northern Valley Regional High Schools.

The Board and the Office Professionals recognize that secretarial and clerical employees may achieve tenure in the district after the successful completion of the statutory period of service pursuant to NJSA 18A:17-2.

ARTICLE II

NEGOTIATION PROCEDURE

It is the understanding that the Board and the Office Professionals will enter into negotiations with a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any Agreement so negotiated shall apply to those employees referred to in Article I. Any agreement shall be in writing and adopted and signed by the Board and the Office Professionals respectively.

Final acceptance of the proposed contract is subject to majority approval of the voting membership of both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Office Professionals based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "aggrieved person" is the person or persons on behalf of whom the Office Professionals is making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. At all levels, the grievance procedure shall include only such parties in interest and their designated or selected representatives.

C. Time Limits

1. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event a grievance is filed at such a time that it cannot be processed through all the stages in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

D. Outline of Procedures

Level One

Any employee who has a grievance shall, within fifteen days, discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level (Schedule 1, entitled "Order of Appeals," is attached hereto and made a part hereof).

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five school days, he/she shall set forth his/her complaint, in writing, to the principal and his/her supervisor. The principal/supervisor shall communicate his/her decision to the employee in writing within five school days of receipt of the written complaint.

Level Two

The employee may, within five school days, appeal the principal's/supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal/supervisor and shall confer with the concerned parties or, upon request, with the aggrieved party or principal/supervisor separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Superintendent shall communicate her decision in writing, along with supporting reasons to the aggrieved party, the supervisor and or principal.

Level Three

In the event that any supervisor, principal or superintendent shall fail to act in accordance with these regulations, or in the further event that said employee is dissatisfied with the supervisor's, principal's or superintendent's determination, the employee may submit his/her grievance in writing to the Office Professionals-Board Committee, setting forth each step taken, the result achieved at each level and the reason for the employee's dissatisfaction with the earlier determination.

OFFICE PROFESSIONALS - BOARD COMMITTEE (Level Four)

1. Composition of Committee – An Office Professionals-Board Committee composed of three members designated by the local Office Professionals Association and four members of the Board of Education shall be created for the purpose of conducting professional discussions in good faith on grievances involving salaries, personnel policies, working conditions, fringe benefits and other conditions.

2. Responsibilities and duties of the Office Professionals-Board Committee shall be to:
 - a. Elect a chairman;
 - b. Evaluate the problems presented to the committee;
 - c. Gather facts to provide for a complete understanding of these problems;
 - d. Discuss and attempt to arrive at a solution in keeping with the philosophies of each organization;
 - e. Present conclusions and recommendations to the aggrieved.

3. The Duties of the Chairman shall be to:
 - a. Convene meetings:
 1. at the request of the Office Professionals representatives;
 2. at the request of the Board of Education
 3. at the request of the Superintendent
 - b. Act as Chairman of all meetings of the Office Professionals-Board Committee;
 - c. Notify all interested parties of the determination made by the Committee.

Level Four

- A. If the Office Professionals-Board Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education or a committee of the Board. The Office Professionals-Board Committee shall take steps as deemed necessary and desirable to affect an equitable determination of the grievance and shall within twenty school days from the receipt of said grievance, submit its findings to the Board of Education.
- B. If the Board is required to make an independent determination, it shall invite the grievant to present his/her case to the entire Board, and it shall approve or reject the Office Professionals-Board Committee's determination at its next monthly meeting or within thirty days, and shall provide for notification to all interested parties of its determination.
- C. The determination and decision of the Board of Education is final unless and until this decision is set aside by higher authority.

Schedule 1 – Order of Appeals

FROM	To Col 1	To Col 2	To Col. 3	To Col 4	To Col. 5
Superintendent: Associate Secretary	Administrative Assistant	Superintendent	Superintendent	Secretary/Board Committee	Board
Board Office: Secretary Associate Secretary Bookkeeper/Payroll Receptionist	Office Manager	Board Secretary	Superintendent	Secretary/Board Committee	Board
Curriculum: Administrative Secretary Associate Secretary	Director	Superintendent		Secretary/Board Committee	Board
Region III: Administrative Secretary Clerk, Associate Secretary, Secretary	Director	Superintendent		Secretary/Board Committee	Board
Child Study: Administrative Secretary Associate Secretary	Director	Superintendent		Secretary/Board Committee	Board
Main Office: Administrative Secretary Secretary Associate Secretary	Principal/Vice Principal	Principal	Superintendent	Secretary/Board Committee	Board
Guidance: Administrative Secretary Associate Secretary	Director	Principal	Superintendent	Secretary/Board Committee	Board
Library: Associate Secretary	Librarian/Principal	Principal	Superintendent	Secretary/Board Committee	Board
Technology: Associate Secretary	Technology Engineer	Director	Superintendent	Secretary/Board Committee	Board
Audiovisual: Clerk	Principal	Superintendent		Secretary/Board Committee	Board

**BOARD OF
NORTHERN VALLEY REGIO
OFFICE PERSONNEL S**

2004-200

STEP	A				B			
1	###	\$36,009		##	\$37,388		##	\$3
2	###	\$37,746	\$1,706	##	\$39,328	\$1,940	##	\$2
3	###	\$40,053	2,267	##	\$41,870		##	\$4
4	###	\$42,362		##	\$44,415		##	\$4
5	###	\$44,667		##	\$46,956		##	\$4
6	###	\$46,974		##	\$49,501		##	\$5
7	###	\$49,281		##	\$52,042		##	\$5
8	###	\$51,588		##	\$54,585		##	\$5
9	###	\$53,894		##	\$57,131	\$2,545	##	\$6
10	###	\$56,200		##	\$59,675	\$2,544	##	\$6

2005-200

STEP	A				B			
1	###	\$37,378		##	\$38,809		##	\$4
2	###	\$39,180	\$1,706	##	\$40,822	\$2,013	##	\$4
3	###	\$41,575	2,267	##	\$43,461		##	\$4
4	###	\$43,972		##	\$46,103		##	\$4
5	###	\$46,364		##	\$48,740		##	\$5
6	###	\$48,759		##	\$51,382		##	\$5
7	###	\$51,154		##	\$54,020		##	\$5
8	###	\$53,548		##	\$56,660		##	\$5
9	###	\$55,942		##	\$59,302	\$2,642	##	\$6
10	###	\$58,336		##	\$61,943	\$2,641	##	\$6

2006-200

STEP	A				B			
1	###	\$38,798		##	\$40,283		##	\$4
2	###	\$40,669	\$1,706	##	\$42,373	\$2,090	##	\$4
3	###	\$43,155	2,267	##	\$45,112		##	\$4
4	###	\$45,643		##	\$47,855		##	\$5
5	###	\$48,126		##	\$50,592		##	\$5
6	###	\$50,612		##	\$53,335		##	\$5
7	###	\$53,098		##	\$56,073		##	\$5
8	###	\$55,583		##	\$58,813		##	\$6
9	###	\$58,068		##	\$61,555	\$2,742	##	\$6
10	###	\$60,552		##	\$64,296	\$2,741	##	\$6

1. Credit for experience may be granted not to exceed three (3) year
2. Full step credit will be given if employed before November 1. No credit if employed March 1 or after.
3. There will be a longevity service increment of \$1,600.00 to employ
4. There will be \$400 per option granted for the completion of the \$1,200 per Associate Degree. An additional \$400 will be granted

OFFICIAL

APPROVED:

14-Jun-04

UCATION
 L HIGH SCHOOL DISTRICT
 RY GUIDES 2004-2007

3.8%

			D		E		
4		##	\$40,923		##	\$43,035	
8	\$2,155	##	\$43,531	\$2,608	##	\$46,095	\$3,060
2		##	\$46,461		##	\$49,176	
9		##	\$49,390		##	\$52,259	
4		##	\$52,319		##	\$55,341	
1		##	\$55,249		##	\$58,424	
4		##	\$58,178		##	\$61,507	
1		##	\$61,107		##	\$64,589	
5	\$2,774	##	\$64,037	\$2,930	##	\$67,673	\$3,084
9	\$2,774	##	\$66,966	\$2,929	##	\$70,757	\$3,084

3.8%

			D		E		
9		##	\$42,478		##	\$44,671	
5	\$2,236	##	\$45,185	\$2,707	##	\$47,847	\$3,176
5		##	\$48,226		##	\$51,045	
7		##	\$51,267		##	\$54,245	
8		##	\$54,307		##	\$57,444	
1		##	\$57,349		##	\$60,645	
9		##	\$60,389		##	\$63,844	
1		##	\$63,429		##	\$67,043	
1	\$2,879	##	\$66,470	\$3,041	##	\$70,244	\$3,201
0	\$2,879	##	\$69,510	\$3,040	##	\$73,446	\$3,201

3.8%

			D		E		
0		##	\$44,092		##	\$46,368	
2	\$2,321	##	\$46,902	\$2,810	##	\$49,665	\$3,297
1		##	\$50,059		##	\$52,985	
3		##	\$53,215		##	\$56,307	
3		##	\$56,370		##	\$59,627	
5		##	\$59,528		##	\$62,949	
2		##	\$62,683		##	\$66,270	
5		##	\$65,840		##	\$69,591	
3	\$2,989	##	\$68,996	\$3,156	##	\$72,914	\$3,323
2	\$2,989	##	\$72,152	\$3,155	##	\$76,237	\$3,323

on the recommendation of the Superintendent.

redit if employed prior to March 1.

who have completed 10 consecutive years of service

Professional Development Plan or

for completion of a Bachelor's Degree.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

The Board agrees to furnish to the Office Professionals in response to reasonable requests from time to time all information legally available to the public.

Whenever any representative of the Office Professionals or any employee participates during working hours in jointly initiated negotiations, or grievance proceedings, he/she shall suffer no loss in pay.

The Office Professionals and its representatives shall have the right to use school buildings at reasonable hours for business meetings. The principal/supervisor of the building in question shall be notified in advance of the time and place of all such meetings and application made for use of the building with the proper authority.

Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all, members of the bargaining unit, for the posting of Office Professionals notices and other material dealing with proper and legitimate Office Professionals business. All such notices and material shall bear the signature of a responsible Office Professionals official or shall clearly indicate that its issuer or publisher is the Office Professionals. The bulletin board space shall be identified with the name of the Office Professionals. The authorized representative of the Office Professionals shall be the sole person empowered to post these materials on the board.

The Office Professionals shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

In the event there is no local Office Professionals representative in any work location, an authorized representative from another work location may be designated the authority signed by the President of the Office Professionals to carry out all duties and responsibilities of the Office Professionals representatives as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he/she works during his/her working hours.

The rights and privileges of the Office Professionals and its representatives as set forth in this Agreement shall be granted only to the Office Professionals as the exclusive representative of the employees.

ARTICLE V

TRANSFERS, REASSIGNMENTS, VACANCIES, AND NEW POSITIONS

The Office Professionals and Board agree that the transfer of employees from one position to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer a member of the bargaining unit to another position in order to continue to serve the educational needs of the children of the district. In all such transfers, the immediate supervisor must give prior notice to the employee.

The Board agrees to notify the Association of all openings at least 10 days prior to a closing date for applications.

Employees interested in a vacancy must make written application for the position not later than the specified closing date.

When filling any position covered by the terms of this Agreement, the Board of Education shall have the discretion to choose among all qualified candidates.

ARTICLE VI

TUITION AID PROGRAM

- A. The Northern Valley Regional High School Board of Education will provide a Tuition Aid Plan as approved.
- B. "Generally, the plan contemplates that such study will be in the specific field in which the employee will improve the job performance and contribute to the individuals' professional progress."
- C. The plan is subject to the following features:
 1. Control of the plan will remain with the Board of Education.
 2. Applicant must receive approval to pursue courses for his/her Principal/Supervisor and Superintendent prior to two weeks before registration.
 3. If the initial request for tuition aid is denied, a tuition-aid committee of one administrator and two office professionals will try to resolve the difference.
- D. The Board of Education will pay tuition in accordance with the following provisions:
 1. Tuition reimbursement will be granted to personnel at the discretion of the Superintendent.
 2. Tuition reimbursement will not exceed \$1,750 per individual per year.
 3. Tuition reimbursement is not applicable during any leaves of absence.

E. The plan will operate July 1 through June 30. Credits earned will be evaluated and where applicable, applied toward salary improvement.

1. There will be a \$400 per option granted for the completion of the NJAEOP Professional Development Plan or \$1200 per Associate Degree.

An additional \$400 will be granted for completion of a Bachelor's Degree.

2. An annual stipend of \$500 for each Board approved professional certification.
3. Reimbursement of membership dues to professional association (NJAEOP).

ARTICLE VII

VACATIONS AND HOLIDAYS

For twelve-month employees, Vacation Time is stated as follows:

One year to less than five years:	2 weeks (10 days)
Five years to ten years:	3 weeks (15 days)
Ten years or more:	4 weeks (20 days)

Illness incurred during a vacation will not be charged to vacation time, but to sick leave with a doctor's note. Unusual circumstances may be reviewed by the Superintendent.

Authorized holidays are as follows: Independence Day, Labor Day, Columbus Day, Christmas Eve Day afternoon (12:00 p.m.), Christmas Day, New Year's Eve Day afternoon (12:00 p.m.), New Year's Day, Presidents' Day, Good Friday, Memorial Day, Veteran's Day, Thanksgiving, Day, Friday after Thanksgiving, and Martin Luther King Day.

A maximum of 21 days off—14 holidays, 7 extra days that school is not in session will be granted to 12 month employees, both full-time and part-time.

All ten month employees will follow the school calendar.

One hour early dismissal for office personnel before the following holidays:

Thanksgiving Recess
Christmas Recess
February Recess
Spring Recess
Memorial Day

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave

The sick leave allowance for all 10 month contract employees will be 10 days annually, cumulative from year to year and 12 days annually for 12 month contract employees, cumulative from year to year as of the first official day of said contract year.

The following absences will not be chargeable to the Sick Leave Allowance:

1. Absence from school due to being quarantined by the Board of Health for a contagious disease within the employee's household.
2. Absence from school due to an injury sustained while on official business of the school which is eligible for Workmen's Compensation.

Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each contract year.

B. Discretionary Leave:

The Superintendent shall grant up to three days a year leave of absence with pay to a Board employee. Application to the employee's principal or other immediate supervisor for personal leave shall be made at least five days before taking such leave except in the case of emergencies. A stated reason shall not be required for such days except for a day immediately before or after a vacation or holiday. A personal day immediately before or after a vacation will require a documented, written reason and the approval of the Superintendent. It is understood that the decision of the Superintendent regarding personal days immediately before or after vacations or holidays will be final and not subject to the grievance procedure.

Death in Family:

Three days absence with pay are allowed for death in the "immediate" family. One day's absence with pay is allowed for "second-degree" relatives. The "immediate" family is considered to include wife, husband, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law and grandparents. "Second-degree" relatives are considered to be aunt, uncle, cousin, brother-in-law and sister-in-law.

C. Hardship, Cases

Any unique hardships, caused by circumstances not covered above, may be reviewed by the Superintendent upon the request of the employee.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

A. Maternity Leave:

The Board of Education shall grant any request for a maternity leave of absence. This absence shall be in accordance with the following provisions:

1. A request for maternity leave must be submitted at least 60 days prior to commencement of such leave. The request for maternity leave shall state a specific commencement date at any time prior to the expected date of birth and a specific return date which in no case shall be later than the first day of the second September following the beginning of the maternity leave.
2. At the employee's request, or at the request of the Board of Education and upon the recommendation of the Superintendent, the commencement and/or return dates may be extended or reduced for a reasonable period for medical reasons associated with the pregnancy or birth. In no case shall the employee on maternity leave be returned to duty until the Board's contractual obligations for the employee's replacement have been fulfilled and such action is deemed by the Board to be in the best interest of the school under the then existing circumstances of any individual case.
3. No salary or other fringe benefits shall be paid to an employee on maternity leave of absence, and time spent on maternity leave of absence shall not count toward placement on the salary guide or seniority.
4. The Board of Education shall not be obligated to extend the maternity leave of absence of a non-tenured employee beyond the expiration date of the employment contract in effect at the time the maternity leave of absence commences.
5. Any employee giving notice of intent to adopt an infant child shall receive similar leave which shall commence upon the receipt of de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, providing the Superintendent received notice at the time of the making of the application for adoption.
6. Notwithstanding the provisions set forth above, upon the recommendation of the Superintendent, the Board of Education may require a maternity leave of absence to commence on a date earlier than applied for if:
 - (a) The pregnant employee is determined to be not medically able to continue to perform regular duties by written notice following examination and consultation by employee's physician and Board physician.

However, if there is a difference of medical opinion between the physicians, the two shall in good faith designate a third impartial physician who shall examine the employee, and whose medical opinion shall be conclusive and binding on the medical capacity to continue regular duties.

B. General (Extended Leaves)

1. Other leaves of absence without pay may be granted by the Board for good reason.
2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and longevity credits shall be restored to him/her upon his/her return.
3. All extensions or renewals of leaves shall be applied for and granted on the recommendation of the Superintendent and approval of the Board.

ARTICLE X

BONUS FOR ACCUMULATED SICK DAYS

The employee shall notify the Board of Education of his/her intention to retire by January 1, to be eligible for the bonus for accumulated sick days earned to be paid on July 1. If the employee notifies the Board of Education after January 1, it will result in the payment of the bonus the following year on July 1.

Upon retirement from the Northern Valley Regional High School district an employee must be employed at least fifteen (15) years in the school district to be eligible for the following payment of accumulated sick days:

\$75 per day (First year of contract)
\$35 per day (Each subsequent year)

The employee may choose an option to have the payment for accumulated sick days made as a contribution to the employee's 403(b) retirement plan.

ARTICLE XI

INSURANCE PROTECTION,

- A. The Board shall provide health-care insurance protection as designated below:
1. The Board will pay 100% of the premium of all employees and dependents (family) in the New Jersey School Health Benefits Program.
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Office Professionals and shall include:

Hospital room and board and miscellaneous costs
Out-patient benefits
Laboratory fees, diagnostic expenses and therapy treatments
Maternity costs
Surgical costs
Major-medical coverage

- B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- C. The Board shall provide and pay the premium for a Dental Insurance Program for the employees and their dependents covered by the agreement during the 2004-2007 contract years.
- D. The Board shall provide and pay the premium for an Optical Insurance Program for the employees, covered by the agreement during the 2004-2007 contract years.

ARTICLE XII

WORK SCHEDULE

- A. Work week
 - 1. The work week will consist of 35 hours, Monday through Friday. (One hour a day is granted for lunch.)
 - 2. Compensation time will be given on an hour by hour basis.

ARTICLE XIII

SALARIES

The 2004-2005, 2005-2006 and 2006-2007 Salary Guides shall be revised by 3.8%.

ARTICLE XIV

LONGEVITY

Office Professionals will receive longevity pay of \$1600.00 after completion of ten years of service to the district.