

AGREEMENT

between

THE BOARD OF EDUCATION

of

**THE PASCACK VALLEY REGIONAL HIGH SCHOOL
DISTRICT**

and

**THE PASCACK VALLEY REGIONAL SUPERVISORS
ASSOCIATION**

for the period

JULY 1, 2009 TO JUNE 30, 2012

This Agreement entered into this 15th day of June, 2009 by and between the Pascack Valley Regional High School District Board of Education (hereinafter referred to as the "Board") and the Pascack Valley Regional Supervisors Association (hereinafter referred to as the "Association").

ARTICLE I: Recognition

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the Supervisors of Instruction (hereinafter called "SOI"), but excluding all other employees of the Board of Education.

ARTICLE II: Negotiation of Successor Agreement

The parties agree to enter into discussions over a successor agreement in accordance with Chapter 123, Public Law 1974, prior to October 1 of the calendar year preceding the calendar year in which this Agreement expires.

ARTICLE III: Grievance Procedure

A. Policy

The Board hereby declares as a statement of policy that any employee invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action by reasons of invoking such procedure.

Further, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. Definitions

1. Grievance

A grievance is a claim by an employee or the Association based upon the application or violation of this Agreement, policies, or administrative decisions involving a term or condition of employment of an employee or group of employees.

2. Grievant

The grievant is the person or persons making the claim or on whose behalf the Association is making the claim.

3. The term "Grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule, regulation or by decision of the Commissioner of Education or of the State Board of Education having the force or effect of law; (2) in cases where the Board of Education is without authority to act; or (3) the failure or refusal of the Board of Education to offer a contract to a non-tenured employee.

C. Purpose

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

D. Procedure

1. Time Limits

The number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by written mutual agreement.

2. Limitations on Filing

A grievance shall be initiated at Level One of the procedure within thirty (30) days of the occurrence of an event which gives rise to a grievance. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.

3. Level One - Immediate Supervisor

The grievant shall first discuss it with his/her immediate supervisor either directly, or through the Association's designated representative within five (5) working days after the filing date of the actual grievance as outlined in Section D, Paragraph 2 in an attempt to resolve the matter informally at that level.

4. Level Two - Immediate Supervisor

If the grievance is not resolved informally to the satisfaction of the grievant, then the grievant shall file the grievance in writing with the immediate supervisor within five (5) working days after the supervisor's response. The immediate supervisor shall respond in writing within five (5) work days of receipt of the grievance.

5. Level Three - Superintendent of Schools

If the grievant is not satisfied with the disposition of his or her grievance at Level Two, he or she may file the grievance in writing with the Superintendent of Schools within five (5) working days of receipt of the response from the immediate supervisor. The Superintendent of Schools shall respond in writing within (5) working days of receipt of the grievance.

6. Level Four - Board of Education

If the grievant is not satisfied with the disposition of his or her grievance at Level Three, he or she may, within five (5) working days after a decision by the Superintendent, file the grievance in writing with the Secretary of the Board of Education. The Board of Education shall review the grievance at its next regular meeting, and all parties who have been involved at any stage of the procedure shall have the right to be heard. The Board of Education shall render a decision in writing within thirty (30) days of the hearing.

7. Level Five - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Four, he or she may, within five (5) working days after the decision by the Board of Education, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) working days after receipt of a request by the grievant and inform the Board of intention to file.
- b. Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.
- c. The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of the Agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

- d. Arbitration meetings will be held at times other than the regular school day.
- e. Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and expenses of the arbitrator and arbitration proceedings.

E. Right to Representation

At any stage of the grievance procedure, the aggrieved employee shall have the right to summon and have present witnesses on his or her behalf. The aggrieved employee shall have the right to be represented by counsel and to have speak on his/her behalf a representative of the Association. The right to participate in cross-examination and/or argument on behalf of the aggrieved employee shall be limited to one person.

Nothing contained in this procedure shall be deemed to require any employee to become a member of any organization, and any employee shall be entitled to a hearing under this procedure whether a member of any organization or not.

ARTICLE IV – Supervisors’ Rights

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby agree that every employee covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection, or to refrain from doing so.

B. Statutory Savings Clause

If any provision of the Agreement or any application of the 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 or applications shall continue in full force and effect.

C. Required Meetings or Hearings

Whenever any SOI is required to appear before the Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that SOI, he or she shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have a representative of the Association and/or attorney present to advise and represent the SOI during such meeting of interview.

D. Complaints Regarding SOI

No complaint shall become part of an evaluation unless made in writing and unless within a reasonable time of its receipt, the SOI is given notice of the complaint, is furnished a copy thereof, and is given an opportunity to submit a rebuttal, and unless an investigation has been made to determine the validity of the complaint.

E. Personnel Files

1. No material derogatory to SOI's conduct, service, character or personality shall be placed in the SOI's personnel file unless the SOI has had an opportunity to review the material. The SOI shall acknowledge that there has been the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents or consents to its inclusion in the SOI's file. The SOI shall have the right to append a written reply to such material.
2. The Board shall not establish any separate personnel file unless it is available for the SOI's inspection, with the exception of personal references solicited by the Board at the time of employment.
 - a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the SOI's inspection.
 - b. SOIs shall have the right, upon reasonable request, to review the contents of these personnel files in the presence of a person authorized by the Board. After an initial review of personnel files, a SOI may request a second review of the files accompanied by a representative of the Association, in the presence of the Superintendent or the designee of the Superintendent.

F. Non-Discrimination

The Board and the Association agree that there shall be no discrimination in the policies and practices of the District in the areas of race, creed, age or sex. Said policy of non-discrimination shall be in accordance with Title VI and Title IX and any other applicable State or Federal Legislation.

ARTICLE V - Association Rights and Privileges

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the financial resources of the district.

B. Released Time for Meetings

Whenever any member of the Association is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings scheduled by mutual agreement between the parties and with knowledge of his or her immediately responsible administrator, he or she shall suffer no loss in pay and/or benefits.

ARTICLE VI - Evaluation

A. The supervisors shall be evaluated by the Director or Assistant Superintendent of Curriculum, and/or the Superintendent of Schools. The SOIs will be consulted by the Superintendent in preparing recommendations to the Board.

B. Evaluation Procedures

1. Copies of Reports

Each SOI shall be given the right to sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to the SOI. No written evaluation may become part of a SOI's personnel file unless the SOI has been given the opportunity to sign the evaluation. Each SOI shall receive a copy of each written evaluation.

2. Right of SOI to Respond

A conference shall be arranged between the evaluator and the SOI as soon as possible after receipt of the written evaluation by the SOI. At such time, the SOI is entitled to have his or her response to the evaluation heard and appended to the evaluation report.

C. Notice of Contract Renewal

Each non-tenured SOI shall receive written notice in accordance with state law as to whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE VII - Calendar & School Year

A. School Calendar

Representatives of this Association shall be consulted in the formation of the school calendar prior to its being adopted by the Board of Education.

B. SOI School Year

SOI Ten (10) Month Contract

All SOIs except the District Supervisor of Technology will follow a ten (10) month contract. SOIs on a ten (10) month contract will be required to work an additional twenty (20) days annually (on an eleven (11) month contract) in the summer following the school year.

The twenty (20) additional working days during the summer shall commence after 190 days of work during that school year (ends no later than June 30th) and prior to the first day for staff in the new school year. Supervisors will be paid an additional 10%. This additional money will be part of the salary to be reported to the New Jersey Division of Pensions.

If additional days of work are required beyond twenty (20) days, then the Supervisor will be paid at his/her per diem rate. These extra days will not be counted toward New Jersey Division of Pension contributions.

SOI Twelve (12) Month Contract

The Supervisor of Technology is considered a twelve (12) month position and adheres to the school year calendar.

ARTICLE VIII - Teaching Load

- A. A SOI with responsibility in only one (1) building shall be required to teach no more than one (1) class or an equivalent student load.
- B. A SOI with responsibility in more than one (1) building shall not be given a teaching assignment or a student load.
- C. When a class or student load is assigned, the SOI will be paid at the rate of Step 1 on the supervisor's educational level of the teacher's guide per diem for every section taught.
- D. When Supervisors of Instruction cover or are assigned to cover a teaching situation which would ordinarily require a substitute, such SOI shall be recompensed at the rate of \$15.00 per class

- period.
- E. A SOI shall not be assigned a homeroom, a study hall, corridor duty, outside patrol duty, cafeteria duty, or any other non-instructional duty on a regular basis, but only in cases involving unusual circumstances or emergency.

ARTICLE IX - Health Benefits

A. Full Health-Care Coverage

1. Provisions of Coverage

- a. Health care coverage will be provided through the Horizon Blue Cross Blue Shield or equivalent, as per the following:
1. Supervisors will contribute (five) 5% of the cost of the yearly health insurance premium (individual or family) for the NJ Direct 10 or other equivalent employee-selected plan.
 2. The Supervisor contribution will be deducted from pre-tax dollars.
 3. The Pascack Valley Regional Board of Education will be responsible for the remaining 95% of the cost of coverage.
- b. Delta Premier family dental plan or its equivalent shall be paid for and provided by the Board.

2. Carriers

After consultation with the Association, the Board has the right to choose an insurance carrier, provided that the benefits and coverage are at least equivalent to the benefits and coverage which presently exist.

Whenever material is made available by the carriers describing the provisions of the policies and such material is made available to the Board, the Board shall in turn, distribute said materials to each SOI.

3. Complete Annual Coverage

For each SOI who remains in the employ of the Board for the full school year, the Board shall make payment of Health Care insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the SOI shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

ARTICLE X - Sick Leave

A. Eligibility

Any ten (10) month SOI in the school district shall be eligible for eleven (11) sick leave days during the SOI contract period. A twelve (12) month SOI in the school district shall be eligible for 15 sick leave days per year with all unused sick days to be cumulative for subsequent years. These days shall be eligible for payment for unused sick leave in accordance with Section F of this Article.

Any ten (10) month SOI who has been employed continuously for a period of ten (10) years shall be eligible for thirteen (13) sick leave days per contract year. If one (1) or two (2) of the thirteen (13) sick days are not used in a given contract year by a supervisor, then the day(s) shall be accumulated in a separate unused sick leave bank for the supervisor. The separate unused sick leave bank days may be utilized by the supervisor after the unused sick leave accumulated in accordance with Section C of this Article has been exhausted. The days accumulated in the separate unused sick leave bank shall not be eligible for payment for unused sick leave in accordance with Section F of this Article.

B. Definition

Sick leave is hereby defined to mean the absence from his or her post of duty because of personal disability due to illness or injury, or because he or she has been excluded from school by the District's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

C. Cumulative

When a SOI uses less than the allotted number of sick leave days during a contract period, the number of such unused days is cumulative. These accumulated sick leave days shall be added to those previously accumulated in the district. Such cumulative days shall be credited as additional days beyond the regular allotted days for any one (1) year. Cumulative sick leave is not transferable when a SOI enters the employment of the school district.

A statement listing the total amount of cumulative unused sick leave credited is to be submitted to each SOI at the beginning of each school year by the Board Secretary. If a SOI who forfeits or discontinues a contract for any reason has expended the sick leave and takes additional sick leave before the contract is forfeited, the Board may deduct from the SOI's terminal pay check, reimbursement for the days missed in excess of allowable sick leave.

D. Extension of Coverage

Whenever a SOI is granted sick leave, with pay, by the Board, the basic health insurance coverages

shall be paid by the Board. Such payment shall be made during the period of such sick leave for a maximum of twelve (12) months. If the SOI is granted sick leave, without pay, the SOI may continue coverage under the health benefit program at Board expense for a maximum of three (3) months. At the expiration of the three (3) month period, coverage may continue if the SOI elects to pay the required premiums directly to the Board at group rates for an additional nine (9) months.

E. Extended Sick Leave

When a SOI's absence exceeds the annual and accumulated sick leave, the Board may pay any SOI each day's salary less the pay of a substitute, for a reasonable length of time, as may be determined in each individual case by the Board and the Superintendent.

F. Payment for Unused Sick Leave

Any supervisor fifty five (55) years of age or older who retires according to the provisions of the TPAF in order to receive immediate benefits and not merely "deferred retirement" and who has twenty (20) years of service in the Pascack Valley Regional High School District shall be eligible for payment for unused sick leave according to the following formula. As stated in Article X,

Section A, the days accumulated in the separate unused sick leave bank shall not be eligible for payment for unused sick leave.

- a. A supervisor must notify the Board of Education of intention to retire at least six (6) full months prior to the retirement date of June 30. Any supervisor can exercise the option to state his/her intention to retire sixty (60) days after a decision is made to restructure SOI's current job, and still be eligible for sick day buy back. There is a sixty (60) day window after Board of Education approval of this memorandum to decide on retirement.
- b. Qualifying days are all sick days accumulated within the district in excess of twenty-five (25) days.
- c. The Board of Education will pay \$75.00 for each qualifying day with a maximum of \$15,000 for SOIs employed continuously as SOIs or Athletic Director as of June 30, 1997.

ARTICLE XI: Personal Leave

A. Number of Days

Five (5) days personal leave shall be allowed with pay for each SOI per year.

Prior approval in writing, on the appropriate form, should be obtained whenever possible, at least twenty-four (24) hours before the leave is to occur. Application should be made through the line of communication to the Superintendent.

This policy shall cover all absences not chargeable to sick leave or professional leave. These reasons include absences for death, illness in the immediate family, presentation of a degree, religious holidays, court appearances, any emergency situation, or personal business that is not related to employment outside of the district, except in an emergency provided that it does not result in financial remuneration or cannot be handled outside of school hours and by any other member of the family.

Requests for personal leave which serve only to extend a weekend, holiday, or vacation shall be submitted to the Superintendent of Schools for consideration.

B. Partial Days

When a SOI is on personal leave for less than half of the normal working day, it will be considered one-half day of personal leave. More than one-half (1/2) day's absence will be considered a full day of personal leave.

C. Miscellaneous

No unused personal leave days shall be cumulative for use in another year. Every absence must be reported in writing on the Employee's Absence Form on returning to work.

D. Bereavement Leave

Bereavement leave will be allowed with pay for up to five (5) days per year for each SOI for death of members of the SOI's immediate family. The SOI's immediate family is defined as mother, father, spouse, grandparents, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, and children. In case of death of other member of the household of a SOI not listed above, who might be considered an equivalent to a member of the immediate family, leave may be granted on the judgment of the Superintendent. In such cases, the decision of the Superintendent shall be final. Notice of the period of absence should be given to the immediately responsible administrator to the extent possible.

E. Vacation Leave (Twelve (12) Month SOI only):

A twelve (12) month supervisor shall be entitled to 23 vacation days per year exclusive of days when the district is closed for students. Vacation days shall be scheduled with the prior approval of the Superintendent of Schools. Any vacation days not used by June 30 in the year during which they were earned, may be carried over into the following year, but must be used by June 30 of that succeeding year.

Article XII: Professional Courses, Mileage and Staff Development

A. Professional Courses

The Board of Education or the State of New Jersey or any of its agencies, may from time to time recommend or require of a SOI certain courses, workshops, seminars, conferences, in-service training sessions or other such sessions for the purpose of improving supervisory or teaching capabilities, or for maintaining a valid certificate or license.

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with the above.

In addition, Supervisor of Instruction may initiate participation in course work in the areas of administration, supervision, curriculum and subject or area discipline. The Board of Education shall establish a fund to support this work. For the duration of this contract this fund shall be \$12,000.00 annually, with a ceiling reimbursement of \$8,000 to a single supervisor, and any remaining funds are not carried over to subsequent years. This fund shall be distributed among those supervisors who have met the district's required filing deadlines and received prior approval from the Superintendent. Supervisors shall be reimbursed at the rate of 100% of the cost of tuition, laboratory fees, books, and any other required fees up to the total amount stated above. In the event there is more than one supervisor participating in approved coursework, then the fund shall be distributed evenly among the participating Supervisors.

B. Mileage Reimbursement

Effective for the term of this Agreement, Supervisors of Instruction shall be reimbursed for mileage and tolls when their personal automobile is used for school-related business, other than travel between the district's buildings. The rate of reimbursement for the duration of this contract will be the same as that of the Internal Revenue Service (IRS), and throughout the length of this agreement, the rate of reimbursement will be readjusted with each rate change issued by the IRS.

C. Staff Development Opportunities

From time to time Supervisors of Instruction may choose to participate in professional opportunities that will help Supervisors of Instruction to remain up-to-date with current educational trends and practices. These opportunities include, but are not limited to, membership in professional organizations, workshops, seminars, conferences, training sessions, and the costs related to attendance at a major regional, national and international conferences and workshops. Effective for the term of this Agreement, and with the approval of the Superintendent of Schools, Supervisors of Instruction shall be reimbursed up to \$2,750.00 each for such activities.

ARTICLE XIII: Deductions From Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of the SOIs dues for any one (1) or a combination of associations as said SOIs individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Annuity Program

Whenever the Association indicates a desire to participate in an annuity program in accordance with the provisions of R.R. 18:66-127, the Board shall participate on behalf of the employees in said program, provided, however, that there shall be no more than two (2) plans covering such annuity programs, which plans shall be agreed upon mutually between the parties.

ARTICLE XIV: Salary Schedule

Salaries shall be as specified on Exhibit A attached.

Longevity

Supervisors with the minimum credited years of service to the District, and the required number of those credited years serving as a Supervisor of Instruction will receive longevity salary as indicated below. Longevity will be included as part of the Supervisor's base salary to be reported to the New Jersey Division of Pensions.

	Minimum Years of Credited Service to the District	Minimum Years of Credited Service as SOI	Annual Longevity Pay
Longevity Step 1	10	5	\$1,500.00
Longevity Step 2	15	10	\$3,000.00
Longevity Step 3	20	15	\$4,500.00

ARTICLE XV: Board Rights

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the rights: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided); (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XVI: Fully Bargained Clause

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

ARTICLE XVII: Duration of Agreement

A. Duration Period

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof 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 hereon, all on the day and year first written above.

C. Waiver

The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

D. Modifications

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.

EXHIBIT A

Salary Guide July 1, 2009 – June 30, 2012

Ten Month Employee Guide

Step	2009-2010	2010-2011	2011-2012
1	\$106,183	\$109,899	\$113,746
2	\$109,303	\$113,129	\$117,088
3	\$112,136	\$116,061	\$120,123
4	\$116,111	\$120,175	\$124,382
5	\$118,539	\$122,687	\$126,981
6	\$120,388	\$124,602	\$128,963
7	\$125,243	\$129,627	\$134,164
8	\$127,786	\$132,259	\$136,888
9	\$130,560	\$135,130	\$139,859

For a Ph.D. or Ed.D. add \$1,250 to the appropriate step

Salary Guide July 1, 2009 – June 30, 2012

Twelve Month Employee Guide

Step	2009-2010	2010-2011	2011-2012
1	\$116,801	\$120,889	\$125,120
2	\$120,234	\$124,442	\$128,797
3	\$123,350	\$127,667	\$132,135
4	\$127,723	\$132,193	\$136,820
5	\$130,392	\$134,956	\$139,680
6	\$132,427	\$137,062	\$141,859
7	\$137,768	\$142,589	\$147,580
8	\$140,565	\$145,485	\$150,577
9	\$143,616	\$148,643	\$153,845

For a Ph.D. or Ed.D. add \$1,250 to the appropriate step

Twelve (12) month SOIs may elect to receive payment for up to ten (10) unused vacation days on an annual basis at his/her daily rate of compensation.

Signatures:

Supervisors Association

Board Of Education

Dr. Edith Weinthal – PVRSA President Date

BOE President Date

Mr. Joseph Orlak – PVRSA Date

BOE Vice President Date

Mr. Erich Tusch – PVRSA Date