

*Contract Agreement
between the
Delaware Valley Regional High
School
Board of Education
and the
Delaware Valley Regional
Administrators Association*



2008-2011

ARTICLE I: RECOGNITION

A. Unit Membership

In accordance with NJSA 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all:

Principals, Assistant Principals and Directors

whether under contract, on leave, on a per diem basis, employed by the Board.

mike gurysh Page 2 4/7/2009

B. Definition

Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II: NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement. Negotiations shall begin no later than November 1st preceding the expiration of this Agreement.

B. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all benefits applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

C. Modification

1. Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decision affecting a member or group of members.

B. Procedure

1. A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within fifteen (15) calendar days of the knowledge of the event.

2. Nothing contained in this procedure shall prevent any member of the bargaining unit from discussing any complaint with any member of the administration in an attempt to have the complaint resolved informally provided the resolution of the complaint does not conflict with the terms of the Agreement.

3. Level One – Superintendent

The grievant, who shall have the right to have a representative present, shall meet with the Superintendent and present the grievance in writing specifying:

A. The nature of the grievance;

B. The nature and extent of the injury, loss or inconvenience: the specific sections of this Agreement alleged to have been violated;

C. The relief sought.

The Superintendent shall respond in writing within seven (7) calendar days of the meeting.

4. Level Two - Board of Education

If the aggrieved is dissatisfied with the decision at the Superintendent's Level, the aggrieved may request, within seven (7) workdays of receipt of the Superintendent's decision, that the Board schedule an Executive Session at the next Board meeting to hear the grievance. The grievant and his representative shall present the grievance, as specified above, to the Board. The Board shall have thirty (30) calendar days from the date of the executive Session to render its decision.

5. Level Three – Arbitration

If both the aggrieved and the Association are dissatisfied with the decision at the Board Level, the Association may, within ten (10) workdays of receipt of the Board's decision, submit the grievance to the American Arbitration Association for adjudication. The parties shall then be bound by the rules and procedures of the A.A.A.

The arbitrator shall be without power to modify, add to, delete from, or later the provisions of this Agreement. The arbitrator's jurisdiction shall be limited to issues involving the violation, misinterpretation, or misapplication of a specific section or sections of this Agreement. The arbitrator's decision shall be binding.

The unsuccessful party shall pay the arbitrator's fee and expenses. Determination of which party is unsuccessful shall be at the sole discretion of the arbitrator.

6. Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing session held concerning the grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his/her personal grievances.

7. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.

8. Meetings and Hearing

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designation or selected representatives contemplated in this article.

- 5 -

ARTICLE IV: ADMINISTRATOR RIGHTS

A. Rights and Protection in Representation

Pursuant to NJSA 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board agrees that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No administrator shall be reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article III.

D. Required Meetings or Hearings

Whenever any administrator is required to appear before the Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may have (a) representative(s) of the Association, a representative of the N.J.P.S.A. and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organizations as the bargaining representative exclusively recognized.

ARTICLE V: LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

All 12-month administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Sick Leave Conversion

Any administrator who retires shall be entitled to sick leave conversion according to the following scale:

Days	Rate Per Day
1-50	\$30
51-100	\$80
101-150	\$130
151-200	\$180
Over 200	\$200

to a maximum of \$25,000

B. Leaves

Administrators shall be entitled to leave of absence with pay for purposes of death in the family, other bereavements, personal reasons, legal reasons, professional conferences, illness in the family, and other good cause in amounts that are mutually agreeable between the Administrator and the Superintendent.

In the event that an administrator and the Superintendent cannot reach agreement on the number of days required, the administrator shall be entitled to take the necessary number of leave days and the Board will make a determination as to whether the days will be with or without pay. In no event shall the number of days to

which the Administrator is entitled be less than the number of days specified for each type of leave in the Contract between the Board and the Teacher's Association.

C. Return from Leave

1. Salary

Upon return from leave granted by the Board, an administrator shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent if and only if he was actively employed for more than six (6) months, in the immediately previous twelve (12) month period.

- 7 -

2. Benefits

All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

3. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE VI: SABBATICAL LEAVE

Upon request the Board will consider requests for sabbatical leave under terms and conditions developed by the Board.

ARTICLE VII: WORK YEAR

A. Work Year

The work year shall be from July 1 to June 30th to coincide with the teacher and school master schedule. Administrators will cover the office during the Christmas and Easter vacations.

Twelve-month administrators shall be entitled to twenty-five (25) vacation days per year to be accrued at the rate of 1/12th of that entitlement per month. Should those days be used or cashed in upon retirement or resignation before the total entitlement for the year has been accrued, the total accrual shall be 1/12th of the total entitlement multiplied by the number of months employed beginning on July 1 of the current school year, rounded off to the nearest whole number. An entire month must have been completed in order to be used in the calculation. At no time shall the

total used or cashed in exceed the maximum entitlement. An administrator may bank a maximum of twelve (12) days vacation for use during the next school year.

The scheduling of vacation time shall be subject to the approval of the Superintendent.

B. Separation from Service

A member who dies before his contract period is completed shall have per diem payment for his accrued vacation days given to his estate. A member who resigns or retires during the contract year shall receive a per diem cash payment for his accrued vacation days.

C. Inclement Weather

In the event the district is closed due to inclement weather, it is within the Superintendent's discretion to require Administrators to come to school. Should the administrator choose not to come in, he/she may use a vacation or personal day. The Superintendent will call the Administrators by 11:00 a.m. of the inclement weather day to notify the employees as to whether they are required to come to school.

- 8 -

D. Personal Leave Days

Members of the Association shall be entitled to three (3) non-accumulative days leave of absence for personal, business, household or family matters which require absence on a workday.

ARTICLE VIII: SCHOOL CALENDAR

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

ARTICLE IX: BENEFITS

A. Tuition Reimbursement - Administrators shall be entitled to at least the same tuition reimbursement that is granted to employees in any other bargaining unit within the District.

B. Health Care Coverage - Administrators shall be entitled to at least the same health care insurance coverage as is provided to employees in any other bargaining unit within the District. **Employees that are enrolled in the district health plan should contribute to the cost of the plan as outlined below.**

All association members who were district employees as of June 30, 2008, will be grandfathered into their health benefit plan as of that date. The Traditional Health Benefit Plan shall not be offered to anyone employed after June 30, 2008.

All employees as of June 30, 2008 who continue in the Traditional Health Benefit Plan shall contribute to the cost difference with the following amounts:

2008-2009	\$200
2009-2010	\$225
2010-2011	\$250

All employees will share in the cost of their health benefits annually for the duration of this contract as outlined below. The following would be in addition to the amounts paid by association members to continue in the Tradition Health Benefit Plan.

	Traditional	Direct Access 04	Direct Access 03
Single	\$18	\$13	\$10
Parent/Child	\$26	\$19	\$15
Employee/Spouse	\$39	\$29	\$23
Family	\$45	\$34	\$26

Employees who elect to change health plans from the Traditional Plan to Direct Access shall be compensated as outlined below.

- 9 -

The Board of Education is making a onetime offer for the contract period July 1, 2008-June 30, 2011.

This offer is for only those employees who have chosen the Traditional Plan for medical benefits for the previous year or for those recently employed who have chosen the Traditional Plan during the current year.

This offer will share the dollar savings with the employee if he or she will change from the Traditional Plan to the Direct Access Plan for medical benefits during the contract period mentioned above. This change must take place by the first open enrollment period of the stated contract periods.

This payment will be made in two (2) equal installments, one at the last pay period in December and one at the last period in June. These payments may be issued earlier with the approval of the Superintendent and the Board of Education.

	1st Year	2nd Year	3rd Year
Single	\$1800	\$1600	\$1400
Employee/Spouse	\$3700	\$3300	\$2900
Parent/Child	\$2600	\$2300	\$2000
Family	\$4500	\$4000	\$3500

If the employee does not make the change until the second year of the contract period, the following payments will be made:

	1 st Year	2 nd Year
Single	\$1800	\$1600
Employee/Spouse	\$3700	\$3300
Parent/Child	\$2600	\$2300
Family	\$4500	\$4000

If the employee does not make the change until the third year of the contract period, the following payments will be made.

	1 st Year
Single	\$1800
Employee/Spouse	\$3700
Parent/Child	\$2600
Family	\$4500

No payments will be made beyond the stated contract periods. If an employee's status changes during the stated contract periods the shared savings will change according to the above table of payments.

Employees who elect to discontinue their health insurance benefit shall be compensated as outlined in the table below.

- 10 -

The Board of Education is making a onetime offer for the contract period July 1, 2008-June 30, 2011.

This offer is for employees who would elect to terminate their health benefits during this contract period. These payments would be annual amounts for the three years of the contract period. They would be divided into two (2) equal installments, one at the last pay period in December and one at the last period in June. These payments may be issued earlier with the approval of the Superintendent and the Board of Education.

If the employee chooses not to terminate their benefits until the contract's second year, only two years of payments will be issued. If the employee chooses to wait until the third year of the contract, only one year of payments will be issued.

Employees may re-enroll into the district health benefit plan in the event of loss of other coverage. If the employee needs to re-enter the district health plan, it can only be into the Direct Access Plan.

	Traditional	Direct Access
--	-------------	---------------

Single	\$2600	\$1900
Employee/Spouse	\$5700	\$4200
Parent/Child	\$3800	\$2800
Family	\$6600	\$4900

C. Vision Care Coverage - The Board shall provide vision care coverage for all eligible employees who elect to enroll and their families where appropriate. Employees who elect to enroll in the vision insurance plan shall pay fifty dollars (\$50.00) per year toward the cost of the premium.

D. Dental Coverage - The Board will provide each employee eligible for insurance coverage, who elects to enroll, a 100-50- 50 with orthodontic dental plan. The Board will extend the plan to family coverage where appropriate. During the term of this agreement (2008-2011) the employee's contribution toward the cost of dependent coverage shall not exceed the following amounts:

Husband/Wife	\$50 per year
Parent/Child	\$50 per year
Family	\$50 per year

E. Disability Insurance - Each administrator is entitled to receive up to \$150 per month towards the purchase of a Board approved Disability Insurance Plan, or to be reimbursed for the actual cost of a privately owned plan to a maximum of \$150 per month during his/her period of employment. The reimbursement shall be distributed to the administrators at the time of the last pay period of the school year.

This payment may be made sooner with the approval of the Superintendent and Board of Education.

ARTICLE X: MISCELLANEOUS PROVISIONS

A. Dues will be paid by the Board of Education for each administrator's membership in the County, State and National association for Secondary school principals.

B. All members of the Association shall be reimbursed at the rate established by the State of New Jersey when required to use their own automobiles in the performance of their duties.

C. Administrators shall be reimbursed for the cost of personal property damaged or destroyed while being worn on the school premises.

D. The process for evaluating DVAA members as implemented by their immediate supervisors shall comport with NJSA and NJAC requirements and Board policy.

E. All mentoring fees will be paid by the Board of Education for any employee who is under contract as an administrator with the district on or before July 1, 2008. This provision of the Agreement shall not be assumed to be part of any agreement beyond June 30, 2011.

ARTICLE XI: SALARY

A. The annual salaries of all administrators shall be those indicated in Appendix A.

B. The annual salary of all administrators initially employed after the effective date of this Agreement shall be set at the sole discretion of the Board for the duration of the individual employee's first employment contract. After the expiration of the first employment contract the employee's salary will be determined by the collective bargaining process and included in Appendix A.

ARTICLE XII: DURATION

A. The salary provision of this Agreement shall be effective July 1, 2008. The Agreement shall continue in effect until June 30, 2011 and from year to year thereafter unless either party notifies the other of its intent to reopen negotiations in accordance with the provision of Article II.

B. IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective presidents and secretaries on the

_____.

Board of Education

President

Secretary

Administrators Association

President

Secretary

2008-2009 Administrative Salary Guide				
Principal			Assistant Principal	
Step	Salary		Step	Salary
1	109116		1	97425
2	110656		2	98800
3	112217		3	100194
4	113801		4	101608
5	115410		5	103045
6	117043		6	104503
7	118696		7	105979
8	120375		8	107478
9	122079		9	108999
10	123809		10	110544
11	125562		11	112109
12	127344		12	113700
13	129152		13	115314
14	130986		14	116952
15	132845		15	118612
16	134735		16	120299
17	136649		17	122008
18	138592		18	123743
19	140561		19	125501
20	142556		20	127282
21	144580		21	129089
L	145165		L	129612

An administrator in possession of an earned doctorate will receive a salary \$2,000 above step.

2009-2010 Administrative Salary Guide				
Principal			Assistant Principal	
Step	Salary		Step	Salary
1	111899		1	99910
2	113481		2	101322
3	115082		3	102752
4	116706		4	104202
5	118353		5	105672
6	120027		6	107167
7	121725		7	108683
8	123444		8	110218
9	125190		9	111777
10	126962		10	113359
11	128762		11	114966
12	130584		12	116593
13	132438		13	118248
14	134318		14	119927
15	136226		15	121630
16	138159		16	123356
17	140124		17	125111
18	142115		18	126888
19	144136		19	128693
20	146184		20	130521
21	148258		21	132373
22	150363		22	134253

An administrator in possession of an earned doctorate will receive a salary \$2,000 above step.

2010-2011 Administrative Salary Guide				
Principal			Assistant Principal	
Step	Salary		Step	Salary
1	114204		1	101968
2	115816		2	103407
3	117452		3	104868
4	119110		4	106348
5	120791		5	107849
6	122496		6	109371
7	124228		7	110918
8	125985		8	112487
9	127765		9	114076
10	129572		10	115689
11	131406		11	117327
12	133269		12	118990
13	135155		13	120674
14	137073		14	122387
15	139019		15	124124
16	140993		16	125887
17	142994		17	127673
18	145029		18	129490
19	147088		19	131329
20	149181		20	133197
21	151300		21	135089
22	153447		22	137006
23	155626		23	138952

An administrator in possession of an earned doctorate will receive a salary \$2,000 above step.