
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE PARAMUS BOARD OF EDUCATION

AND

THE PARAMUS ADMINISTRATORS AND SUPERVISORS ASSOCIATION

**COVERING THE PERIOD OF
JULY 1, 2016 THROUGH JUNE 30, 2019**

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AGREEMENT

THIS AGREEMENT entered into this 19 day of June, 2017 by and between the Board of Education of the Borough of Paramus, in the County of Bergen, State of New Jersey (the “Board”) and the Paramus Administrators and Supervisors Association (the “Association”).

WHEREAS the parties have negotiated in good faith pursuant to Chapter 303, Public Laws of 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974 (N.J.S.A. 34:13A-1, et seq.) and have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, the Board and the Association hereby agree as follows:

ARTICLE 1 – RECOGNITION

Pursuant to Chapter 303, Public Laws, 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974 (N.J.S.A. 34:13A-1 et seq.), the Board recognizes the Association as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for the following categories of personnel:

- | | |
|---------------------------------------|---|
| A High School Principal (12 Month) | D High School Assistant Principals (12 Month) |
| B Middle School Principals (12 Month) | E Middle School Assistant Principals (12 Month) |
| C Elementary Principals (12 month) | F Supervisors & Athletic Director (12 month) |

The employees in the foregoing categories being sometimes hereinafter referred to as “Administrators,” Department Supervisors, High School Supervisors, hereinafter referred to as “Supervisors.”

ARTICLE 2 – BOARD-ADMINISTRATOR/SUPERVISOR RELATIONSHIPS

The Board and the Association acknowledge that the efficient and effective operation of the Paramus school system depends on a clear recognition of the Board’s policy making role on the one hand and the administrative role of the employees represented by the Association on the other hand and that, for day to day operations, the Board and the Association agree that strict observance of the established line and staff relationships is essential to efficient and sound administration of the Paramus school system.

A liaison committee consisting of designated members of the Association, the Superintendent of Schools and designated members of the Board shall meet for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Paramus school system. These meetings shall take place at a mutually agreed time, and may be initiated by either party. Agendas shall be formulated and exchanged between both parties prior to such meetings.

ARTICLE 3 – CALENDAR

A. TWELVE MONTH CONTRACT ADMINISTRATORS AND SUPERVISORS

1. A twenty-two (22) day vacation for twelve-month contract Administrators during the months of July and/or August provided such Administrators shall have worked the full preceding contract period. Such Administrators who have worked for a lesser period of time shall have a vacation period on a pro-rata basis.
2. Twelve month contract Administrators may avail themselves of all holidays and recess periods during the school year, provided such does not interfere with their primary responsibilities and providing administrative personnel are available at all times.
3. The contract period shall be July 1 to June 30 for each of the three years of the Agreement.
4. The Superintendent may at his/her discretion assign Administrators/Supervisors additional responsibilities without additional compensation. These responsibilities may include, but are not limited to, teaching classes, supervising a component of the educational program, developing grants, filing of state or federal surveys or reports, supervising and implementing the district's public relations program, developing Board policies and administrative guidelines, or other educational responsibilities as deemed essential to the functioning of the school district.
5. Emergency Situations – In addition, responsibilities may be assigned to PASA members as a result of an emergency situation or from the elimination of a PASA position, this assignment to PASA membership shall be for a maximum of one year.

ARTICLE 4 –LEAVES

A. TYPES:

1. **Cumulative**: Sick Leave – Every 12-month Administrator and Supervisor will be allowed sick leave with full pay for a minimum of twelve (12) working days in each contract year. Said sick leave shall be cumulative, and any such sick leave that remains unutilized at the end of any contract year shall be carried from year to year unless and until it is used in any of the subsequent years.
2. **Prolonged Statutory** – If an Administrator's or Supervisor's absence shall be the result of a personal injury caused by an accident arising out, and in the course of his/her employment, such Administrator or Supervisor shall be allowed sick leave with full pay for the entire period of such absence for up to one (1) calendar year.
3. Such leave shall not be charged to the sick leave provided in Paragraph 1 of this section. In accordance with N.J.S.A. 18A:30-2.1, any amount of salary or wages paid or payable under this subsection shall be reduced by the amount of any workmen's compensation award made for temporary disability pursuant to Title 34 of the New Jersey Statutes.
4. **Prolonged-Discretionary** – If the nature of an illness or injury, other than an injury caused by an accident arising out of and in the course of his/her employment, shall be

such as to require an Administrator's or Supervisor's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be payable under Paragraph 1 of this section, the Board may, if the Superintendent shall so recommend,

a. Terminate the Administrator's or Supervisor's employment by reason of inability of the Administrator or Supervisor to return to work within a reasonable time; or

b. Grant a leave of absence not exceeding a total of one (1) calendar year, computed from the date of commencement of such illness or injury. For all or a part of the portion of such leave that is in excess of the days for which full pay shall be payable under Paragraph 1 of this Section, the Board may, in its sole discretion, on a case to case basis, grant

(1) Leave with full pay less the amount of the prevailing rate of pay for substitute Administrators or Supervisors, or

(2) Leave with partial pay, or

(3) Leave with no pay.

5. Absence For Personal Business – If it becomes necessary for an Administrator/Supervisor to be absent from his/her building to attend to personal business, he/she will discuss the matter with the Assistant Superintendent or Superintendent who may approve or disapprove such request.

B. PROCEDURES

1. Physician's Certificate – An Administrator or Supervisor shall promptly comply with each request that a physician's certificate be furnished in connection with any sick leave claim.

2. Records – The Board shall cause to be maintained for each Administrator or Supervisor a cumulative record of absences for which sick leave has been granted. Said records shall note the dates of absence and the type of sick leave granted in each case. The Board shall make available a statement of the Administrator/Supervisor's unused accumulation of sick leave days as of the end of the school year.

3. Notification – As soon as an Administrator or Supervisor shall find it necessary to be absent because of illness or emergency, he/she shall, as soon as he/she is able to do so, cause notice to be given of such absence.

4. Leaves Associated With Disability

a. Disability Leave Related to Pregnancy: Principals/Supervisors shall be entitled to disability leaves related to pregnancy and childbirth in accordance with applicable state and federal laws.

b. Family Leave Act: Principals/Supervisors shall be entitled to apply for and receive leaves under the Federal and State Family Leave Acts.

(1) Key Provisions of the Federal Family Leave Act

(a.) Provides 12 weeks of unpaid leave within 12 months

(b.) All health benefits are maintained, but cannot accrue other

benefits while on leave (i.e. seniority, etc.)

(c.) Covers serious illness to self, family, childbirth/care or adoption. (This act may be used to provide 12 weeks protection for those who do not qualify for permanent disability under the A.D.A.)

(d.) Eligible employees must work 12 months or 1250 hours for the same employer.

(e.) Restrictions for principals/supervisors may require leave to continue until end of term under certain circumstances.

(f.) Intermittent leave available, but employer must agree.

(g.) Does not replace disability leaves, but may enhance.

(2) Key provisions of the New Jersey Family Leave Act:

(a.) Provides 12 weeks of unpaid leave within 24 months

(b.) All health benefits are maintained.

(c.) Covers serious illness to family, childbirth/care, or adoption.

(d.) Eligible employees must work 12 months or 1000 “base” hours for the same employer.

(e.) No special restrictions for principals/supervisors.

(f.) Intermittent leave detailed in state regulations.

(g.) Does not replace disability leaves but may enhance.

c. Where the leave being requested is covered under both the FLMA and the FLA a principal/supervisor may compare the provisions in the two laws and select the provision which is most favorable.

d. Child Rearing Leave: In the case of the birth of a child or the placement of a child for adoption, any principal/supervisor may apply for a Child Rearing Leave of Absence without pay. The granting of such leave shall be at the absolute discretion of the Board. In any case where both parents of such child are employees in the Paramus School District only one (1) Child Rearing Leave shall be granted.

e. In the case of a non-tenured Principal/ Supervisor who applies for and is granted a unpaid Child Rearing Leave of Absence the period of such leave shall not be included in the minimum period required by statute to attain tenure and said Principal/Supervisor shall not acquire tenure during such leave.

f. Application for Child Rearing Leave in connection with the birth of a child shall be filed at least 60 days prior to the anticipate birth of the child. Application for Child Rearing Leave in connection with the placement of a child for adoption shall be filed immediately upon receipt by the Principal/Supervisor of a notice of such placement.

g. In the case of a Principal/Supervisor who has been granted a Disability Leave

and a leave under the provisions of the Federal or State Family Leave Acts as described in this article, the Principal/Supervisor may only be granted a Child Rearing Leave immediately upon the termination of the Family Leave.

h. Reinstatement From Leave:

(1) Upon return from a leave granted under this ARTICLE, a Principal/Supervisor shall be placed at that level of the salary schedule that he/she would have achieved had he/she not been absent on leave.

(2) Upon a Principal/Supervisor's return from a leave granted under this ARTICLE, the following rules shall apply to all Principals/Supervisors not receiving the maximum salary on any guide.

(3) In the case of a Principal/Supervisor who has taken such a leave for a duration of one-half (1/2) or less than one-half (1/2) of a School Year, and whether such leave commences as of the beginning or after the beginning of such School year, the Principal's/Supervisor's rate of salary, upon return from such leave during such School Year shall be the sum of (i) the rate of salary received during the In-School Work Year preceding that in which such leave was commenced plus (ii) the Salary Increase (as hereinbefore defined), earned and accrued by virtue of service during the School Year preceding that in which such leave was commenced. As of the beginning of the School Year during which such leave was commenced, said Principal/Supervisor shall be deemed as having taken no such leave during the School year during which such leave was commenced, and said Principal's/Supervisor's rate of salary shall be the sum of (i) the rate of salary received during the School Year during which such leave was commenced and (ii) the Salary Increase earned and accrued by virtue of service during the School Year in which such leave was commenced.

(4) In the case of a Principal/Supervisor who has taken such a leave for a duration of more than one-half (1/2) of a School Year, the Principal's/Supervisor's rate of salary, upon the Principal's/Supervisor's return from such a leave of such duration, whether such return takes place during the School Year in which said leave was commenced or during the succeeding School Year, shall be the sum of (i) the rate of salary received during the School Year preceding that in which such leave was commenced and (ii) the Salary Increase earned and accrued by virtue of service during the School Year preceding that in which such leave was commenced. In such case, there shall be no Salary Increase (as hereinbefore defined) earned or accrued by virtue of service for a duration of less than one-half (1/2) of the School Year during which such leave was commenced.

ARTICLE 5 – RETIREMENT STIPEND

A. Each Administrator and Supervisor, who shall have rendered fifteen (15)* or more years of service to the Paramus Public Schools or at least ten (10) years of service to Paramus as an Administrator/Supervisor and who retire at age 55 years or older, as of the date of his/her retirement, and who shall retire for the following reasons during the time periods listed shall receive a retirement stipend if all of the following conditions are met:

1. The Administrator/Supervisor must have completed a full year of service with the Paramus Board of Education, utilized all accrued vacation time, and commence retirement between July 1 and September 1. Any administrator who retires on a date other than previously described, shall not be eligible to apply for or receive the Retirement Stipend as described in this Article.

2. Any Administrator/Supervisor choosing to retire at the end of the regular school year, July 1, but before September 1, shall verbally inform the superintendent of his/her intention to retire by January 30 and notify the Superintendent/Paramus Board of Education in writing on or before March 1 in any school year of his/her intention to retire from service at the end of that school year, July 1, before September 1. Any Administrator/Supervisor who fails to verbally inform the Superintendent of Schools by January 30 and inform the Board of Education in writing of his/her intention to so retire on or before March 1 shall not be eligible to apply for or receive the Retirement Stipend as described in this Article.

3. If a medical condition arises affecting the Administrator/Supervisor or his/her spouse or child, the Administrator/Supervisor shall be granted the retirement stipend as described in this article. The Administrator/Supervisor shall present a physician's certification confirming the medical condition. Upon presentation of the physician's certification the Administrator/Supervisor shall be permitted to retire with full retirement stipend.

4. If an emergency situation arises, any Administrator/Supervisor who finds that he/she must retire prior to the end of the regular school year, June 30, due to circumstances beyond his/her control, and has failed to notify the Board of Education on or before the January 30 deadline may appeal to the Board of Education for a waiver of these requirements. The Board may, but shall not be required to grant such a waiver if, in its sole discretion, the Board finds that the circumstances presented by the Administrator/Supervisor do not justify the granting of a waiver. The Board's decision shall be final, binding, and conclusive upon all parties and shall not be grievable under and in accordance with the contractual grievance procedure as described in Article 10.

5. The retirement stipend for those Administrators/Supervisors meeting all the preceding eligibility requirements shall be calculated by multiplying a sum equal to fifty (50%) percent of the number of that Administrator's/Supervisor's unused days of cumulative sick leave as of the date of retirement (the "Reimbursable Days") times the following dollar amounts.

REIMBURSABLE DAYS	AMOUNT
1 – 41	\$160 per day
42 – 84	\$180 per day
85 or more	\$200 per day

6. Administrators/Supervisors who have met all of the aforementioned criteria shall be eligible for a retirement stipend as set forth above, subject to the following limitations:

The stipend paid to Administrators/Supervisors who commenced employment in the Paramus School District in any capacity prior to May 21, 2010, in any capacity, shall not exceed twenty four thousand Dollars (\$24,000).

The stipend paid to Administrators/Supervisors who commenced employment in the Paramus School District on or after May 21, 2010, in any capacity, shall not exceed fifteen thousand Dollars (\$15,000).

- B. Any administrator/supervisor qualifying for such a retirement stipend shall be paid in accordance with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) amended Section 403(b)(3) of the Internal Revenue Code of 1986. The amended code permits the Paramus Board of Education to deposit the retirement stipend (unused sick leave stipend) directly to the employee's 403(b)(3) tax sheltered annuity program in a manner that would be federally tax deferred and exempt from social security tax.

Upon certified retirement, the employee shall automatically receive their full payment in accordance with the provisions of the (EGTRRA) amended Section 403(b)(3).

ARTICLE 6 – SALARIES

The following salary program for Administrators and Supervisors shall be implemented for a three (3) year period from July 1, 2016 to June 30, 2019:

- A. The salaries listed in Exhibit A for existing employees are part of this Agreement. New salaries for collective negotiations Unit Members will reflect rate increases for each year of this agreement as follows: 2016-17 = 2.95% (retroactive to July 1, 2016); 2017-18 = 2.95%; 2018-19 = 2.90%.
- B. One (1) Salary Schedule for each position shall be established for the duration of this Agreement. The Salary Schedule is only applicable to Unit Members.

Starting salaries for new employees shall be negotiated between the Board and the candidate with no input from the Association. Upon establishment of the starting salary, while in good standing, the employee shall obtain salary increases based on the negotiated guide rate increases listed in Article 6, paragraph A.

- C. Any Administrator/Supervisor who has earned a Doctoral Degree shall have a \$1,000 stipend added to his/her salary.
- D. Administrator(s) assigned to supervise the School Aged Child Care (SACC) program shall receive additional compensation in the amount of \$2,000.
- E. Summer School Administrator – Administrator(s) assigned to supervise the summer school program shall receive additional compensation in the amount of \$1,500.
- F. Placement of each Association member upon the appropriate step of the salary schedule is contingent upon their rendering satisfactory service to the district and shall not be operative in cases where an Association member has had a salary increase withheld by the Board of Education according to law.
- G. For each year for the duration of this agreement the Board establishes the following salary program to ensure that no Association member, who had previously earned a salary equal to or greater than that paid at the maximum step on the teachers' Masters Degree plus 45 credit guide shall make less than a regular teaching staff member at the maximum step of the Masters Degree plus 45 credit teachers' salary schedule.

The Board agrees to provide all final candidates for employment with a copy of the current contract between PASA and the Board before the candidate otherwise commits to a contract of employment.

- H. Administrators and Supervisors shall be notified in accordance with the date required by law (presently May 15) each year of their contract and salary status.

ARTICLE 7 – HEALTH BENEFITS

A. MEDICAL AND PRESCRIPTION INSURANCE

The Board and Association agree that the following insurance benefits shall be granted to Administrators and Supervisors:

1. The Plan

Effective January 1, 2017, health insurance coverage shall be switched to the School Employees Health Benefits Plan (“SEHBP”), with NJ DIRECT10 or Aetna Freedom10 as the base plan for employees, and the corresponding base prescription drug program associated with the base health insurance plan chosen by the employee. For all years of the Agreement, employees will continue to contribute the Tier 4 insurance contribution required by c. 78 P.L. 2011 through a payroll deduction in the same manner as done at present. In the event the Board elects in the future to leave the SEHBP, replacement coverage shall be substantially equivalent to the best base insurance plan then in place for employees under the SEHBP, provided that the replacement coverage shall be at least equal to the amounts then in effect in such SEHBP plan for the following items:

- (1) Prescription co-pay
- (2) Physician co-pay
- (3) Out-of-network payments
- (4) Out-of-pocket maximums for in-network and out-of-network

2. Premium Payments

The BOARD shall pay the full premium chargeable to each participating Administrator, for single, two adult, parent/child, or family coverage, whichever may be applicable, provided, however, that effective July 1, 2013, all participating administrators shall pay via payroll deduction the insurance contribution amount required pursuant to Chapter 78, P.L. 2011. The BOARD, the ASSOCIATION, and the Administrators agree to cooperate to try to avoid situations in which Administrators who have independent coverage receive duplicate coverage under this Agreement.

3. Non-Coverage Medical, Prescription, Dental, and Optical Coverage Option

Administrators and Supervisors who are eligible for but who do not participate in any health insurance plan for medical/hospitalization, prescription, dental or optical coverage shall be provided with a cash payment as follows:

- a. Administrators and Supervisors who voluntarily elect to waive coverage shall be entitled to a cash payment for the waived insurance for each year insurance is waived as follows:

Plan	Single	P/C	2 Adults	Family
Medical	1,507.00	2,300.00	2,934.00	3,861.00
Rx	385.00	494.00	727.00	809.00
Dental	96.00	187.00	303.00	295.00
Vision	12.00	19.00	36.00	35.00
Total	2,000.00	3,000.00	4,000.00	5,000.00

- b. Administrators and Supervisors must waive such insurance for a full year (July 1 through June 30) to be eligible for payment. Notification of waiver must be made by the conclusion of the open enrollment period in order to waive for the upcoming year.
- c. Any Administrator or Supervisor who waives coverage may re-enroll for the next year during the open enrollment period.
- d. Any newly hired administrator or Supervisor shall have an option to waive the applicable insurance coverage, but only after said employee has discussed this option with the Association President.
- e. If an Administrator or Supervisor waives insurance coverage for any period July 1 through June 30, he/she may advise the BOARD of an immediate need to reinstated insurance coverage, such as the employee's loss of a family member. Upon such notification, the BOARD shall pay to the Administrator or Supervisor in lieu of the waiver payment the proportionate cost of its insurance premium for the period of time during the year not waived by the Administrator or Supervisor. The Administrator or Supervisor shall than make his/her own arrangements to utilize these funds for alternate insurance coverage until such time as the next open enrollment period.

B. OPTICAL AND DENTAL PLAN

1. OPTICAL PLAN

The BOARD shall for each year of the duration of this agreement provide a Vision Services Optical Plan for each eligible employee and their family at no cost to the employee. This plan shall provide an annual vision screening at no cost with thirty-five (\$35) dollar copay for eyeglasses. The Board may substitute or replace the present coverage with a substantially equal or better plan.

2. DENTAL PLAN

The BOARD shall, for each year for the duration of this agreement, provide a Delta Dental Program for each eligible employee and their family at no cost to the employee. This plan shall have a maximum payment for dental services to the service provider of One Thousand Seven Hundred (\$1,700) dollars per person per year. The Board may substitute or replace this coverage with a substantially equal or better plan.

C. COVERAGE AFTER RETIREMENT

The Board agrees to permit Administrators/Supervisors who have retired from the District under the provisions of the New Jersey Teachers Pension and Annuity Fund and are receiving pension payments there under, to continue their participation in the health insurance program which is the subject of this Article. In order for an Administrator/Supervisor to be eligible to continue participation in said health insurance program after said Administrator/Supervisors' retirement, said Administrator/Supervisor must have retired after the (10) or more years of service in the Paramus School District and must; within thirty (30) days of retirement from the District, submit to the Board a

request in writing for participation in said health insurance program. Each retired Administrator/Supervisor who participates in said health insurance program shall pay the full cost for his/her participation, such payment to be made by semi-annual installments paid in advance. Eligibility for participation in said health insurance program shall cease immediately upon the attainment by the retired Administrator/Supervisor of eligibility to participate in Medicare or upon said Administrator/Supervisor's death.

ARTICLE 8 – REIMBURSEMENTS

A. PROFESSIONAL MEMBERSHIP

1. The Board shall provide for reimbursement for membership in professional organizations and/or associations which will contribute significantly to the professional growth and development of an Administrator/Supervisor and enhance his or her services to the district.
2. Membership in specific organizations and/or associations shall be subject to the approval of the Superintendent and the annual reimbursement to each Administrator and Supervisor shall not exceed the cost of membership in the New Jersey Principals and Supervisors Association plus \$300 per member.
3. The Board shall reimburse the Administrator/Supervisor the local share of dues paid to the PASA in the amount of \$100. This will settle any issues related to the October 10, 2008 memorandum related to this issue.
4. Additional memberships that qualify unit members for scholarships or monetary awards may be approved at the superintendent's discretion.

B. TUITION REIMBURSEMENT

1. The Board shall establish, for the term of this Agreement, a tuition reimbursement program for PASA members only.
2. During the duration of this agreement school year, the Board shall allocate eight thousand dollars (\$8,000) each year to the tuition reimbursement program.
3. Any Administrator/Supervisor who shall have incurred tuition expenses for courses for which he/she shall have received prior written approval by the Superintendent of his/her designee and for which evidence of successful completion (transcripts, report cards, or letters of completion received from registrars) is submitted to the Superintendent and for which the Administrator/Supervisor shall have received invoices, shall submit the originals of such invoices to the School Business Administrator no later than June 15, or the next working day if June 15 falls on a Saturday, Sunday, or a day when schools are closed. Any invoices submitted after that date shall be deemed as having been submitted during the subsequent contract year. Eligibility for tuition reimbursement is limited to the time periods when the employee is a unit member.
4. The School Business Administrator shall, after verification of all such invoices submitted through June 15, thereafter total all such invoices submitted through June 15 by

all Administrators/Supervisors for the school year in question.

5. Each Administrator/Supervisor who shall have incurred tuition expenses of three thousand (\$3,000) or more dollars may receive a tuition reimbursement not to exceed three thousand dollars (\$3,000) in any school year. In the event the total invoices exceed the amount of funds allocated by the Board for tuition reimbursement, each Administrator/Supervisor will receive a pro-rated reimbursement based on the total amount spent by each Administrator/Supervisor.

6. The Board shall prepare an appropriate form to be used in connection with the submission by Administrators/Supervisors of all invoices. A copy of each such submission form shall be returned by the Board to the Administrator/Supervisor in question.

7. An administrator/supervisor must get a grade of B minus or better to be eligible for reimbursement, and must remain employed by the Paramus Board of Education for two years after getting reimbursed or pay a pro-rated portion of reimbursement back to the Board.

C. CONFERENCE ATTENDANCE

1. The Board recognizes the need for administrators to represent the Paramus School District at state and national convocations. A sum of eight thousand (\$8,000) dollars shall be set-aside for members of PASA to attend such events. No member shall receive more than one thousand (\$1,000) dollars under this provision to cover the cost of registration, room, meals and/or travel expenses in the continental United States.

2. The President of PASA or designee shall meet with the Superintendent of Schools or their designee to review conference proposals and to determine approval/rejection and funding level.

D. WORK RELATED TRAVEL

Travel shall be reimbursed for mileage at the rate established annually by the New Jersey Office of Management and Budget (OMB). In the event this law is repealed or overturned by court decision this provision shall be eliminated from the contract and Unit Members will be reimbursed for mileage at the rate established by the Internal Revenue Service.

ARTICLE 9 – GRIEVANCE PROCEDURE

The Association believes that the adoption of a grievance procedure is a most valuable asset in the smooth functioning of a school system and to the improvement of morale. No matter how hard two interacting parties attempt, in good faith, to avoid disagreements, differences of opinion will arise from time to time. An orderly and peaceful method of resolving these differences is infinitely preferable to frustrated acquiescence, disruptive concerted action, or expensive legal action.

A grievance exists when an Administrator or Supervisor or the Association claims there has been a violation, misapplication or misinterpretation of the Agreement or of any existing written policy of the Board affecting the terms and conditions of employment of an Administrator or Supervisor.

Nothing in this Agreement shall prevent any Administrator or Supervisor from discussing his/her grievance with his/her appropriate superior provided that the resolution of the grievance is not inconsistent with terms and conditions of employment of the Administrator or Supervisor represented by the Association.

A. LEVEL 1 - SUPERINTENDENT:

1. An Administrator or Supervisor or the Association, having a grievance shall, within five (5) school days of the date the grievance arose, discuss it with the Superintendent.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within ten (10) days of the date the grievance arose. Within five (5) school days after the written grievance is presented to him, the Superintendent shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon in writing, and present it to the Administrator or Supervisor and the Association. Failure of the Superintendent to render a decision as aforesaid shall mean the grievance is denied.

B. LEVEL 2 - BOARD OF EDUCATION:

1. If the Administrator or Supervisor or the Association is not satisfied with the decision at Level 1, the Administrator or Supervisor or the Association may file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Level 1. The official grievance record maintained by the Superintendent shall be available for the use of the Board.
2. Within fifteen (15) days after receipt of an appeal, the Board or its designee shall hold a hearing on the grievance.
3. Within ten (10) school days after the conclusion of the hearing, the Board or its designee shall render a decision, in writing, on the grievance. Copies of the decision shall be distributed to the grievant, the Superintendent, and the Association.

C. LEVEL 3 - ARBITRATION:

1. After such hearing, if the Administrator or Supervisor and/or the Association is not satisfied with the decision at Level 2, the Administrator or Supervisor or the Association

may submit the grievance to arbitration by written notice to the Board within (15) school days after receiving the decision at Level 2.

2. Within five (5) days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within said period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue his recommendation not later than fourteen (14) calendar days from the date of the close of the hearing or, if an oral hearing has been waived, from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's recommendation will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

4. The arbitrator shall have no power or authority to make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

5. The recommendation of the arbitrator shall be advisory.

6. The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

ARTICLE 10 – DURATION AND AMENDMENT

This Agreement shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2019.

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.

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by a court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and stricken from the extent required by such determination. All other provisions hereof shall remain in full force and effect.

The parties mutually agree that should negotiations for a successor contract to the current collective negotiations agreement not be completed prior to June 30, 2019, Unit Members shall not receive a pay increase for the next school year until such time as a new contract is negotiated and agreed upon by PASA and the Board. In effect, Unit Members shall have their salaries “frozen” at the June 30, 2019 level until negotiations for the new contract are completed and both

parties have mutually agreed upon salary increase distribution and ratified the agreement.

ARTICLE 11 – CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this statement to be signed and sealed the day and year first above written.

Paramus Board of Education

By: _____ Date: _____
William F. Holzmann, President

Witness: _____
Steven Cea, Board Secretary

Paramus Administrators and Supervisors Association

By: _____ Date: _____
Dr. Michael J. Pilacil, President

Witness: _____
Tommy Lo Bue, Vice Principal

EXHIBIT A – SALARY GUIDES 2016-2019

No.	Administrator	Position	2016-17	2017-18	2018-19
1	ALVAREZ	Principal, Middle School	158,970	163,660	168,410
2	AUPPERLEE	Assistant Principal, Middle School	136,820	140,860	144,940
3	BARBI	Principal, Elementary	158,490	163,170	167,900
4	CALENDA	Assistant Principal, Middle School	141,070	145,230	149,440
5	DAMIANO	Supervisor, Special Services	131,250	135,120	139,040
6	DIAZ	Supervisor, Curriculum	143,590	147,830	152,120
7	DONOHUE	Supervisor Humanities	115,300	118,700	122,140
8	GOODSON	Supervisor, Guidance	126,110	129,830	133,600
9	GUDELIS	Assistant Principal, High School	149,470	153,880	158,340
10	HULSE	Principal, Elementary	158,490	163,170	167,900
11	KIEM	Principal, High School	152,860	157,370	161,930
12	LOBUE	Principal, Middle School	150,200	154,630	159,110
13	MARSHALL	Principal, Elementary	158,490	163,170	167,900
14	NATALO	Assistant Principal, High School	149,470	153,880	158,340
15	NOSTRAME	Principal, Elementary	163,880	168,710	173,600
16	OBOYLE	Principal, Elementary	155,790	160,390	165,040
17	PETERSON	Supervisor, Special Projects	123,870	127,520	131,220
18	PILACIK	Assistant Principal, High School	158,900	163,590	168,330
19	ROLL	Supervisor PE, Athletic Director	156,540	161,160	165,830
20	VARTANIAN	Supervisor, Music & Fine Arts	151,140	155,600	160,110
21	WISER	Supervisor, Elementary Education	156,540	161,160	165,830