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THIS BOOK DOES  
NOT CIRCULATE

**AGREEMENT**  
**BETWEEN THE**  
**PASCACK VALLEY REGIONAL ADMINISTRATORS' ASSOCIATION**  
**AND THE**  
**BOARD OF EDUCATION OF PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT**  
**FOR THE PERIOD**  
**JULY 1, 1976-JUNE 30, 1978**

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Labor Relations

JUN 7 1976

**RUTGERS UNIVERSITY**

PREAMBLE

This agreement is entered into, this Third day of DECEMBER, 1975, by and between the Pascack Valley Regional Board of Education, hereinafter called the "Board", and the Pascack Valley Regional Administrators Association, hereinafter called the "Association".

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 following administrative personnel:

Principals  
Vice Principals  
Guidance Directors

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into discussions over a successor agreement in accordance with Chapter 339, Public Law 1968, as amended by PL 123, 1974, prior to October 1 of the calendar year preceding the calendar year in which this agreement expires.

GRIEVANCE PROCEDURE

Policy

1. The Board hereby declares as a statement of policy that any administrator covered by this agreement who invokes the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.
2. Pursuant thereto, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Definitions

1. The term "grievants" shall mean a complaint by an administrator covered by this agreement that there has been as to him/her:
  - a. A violation, misinterpretation or inequitable application of the provisions of any memorandum of understandings or agreements arrived at between the Board of Education and any organization of which the administrator is a member.
  - b. The administrator has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting administrators.

- c. 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-law of the State Commissioner of Education, or of the State Board of Education having the force and effect of law; or
  2. In cases where the Board is without authority to act; or
  3. The Board fails or refuses to renew the contract of a non-tenure administrator.
- d. Where the term "Final Authority" is used herein that term shall refer to the Board of Education and shall not be construed to bar resort to advisory arbitration as hereinafter set forth.
- e. The term "representative" shall mean any organization designated by any administrator as his spokesman, provided, however, that the administrator shall have designated such "representative" in writing and a copy of such authorization shall have been filed with the Board of Education through its Secretary or with the individual conducting any hearing prior to the holding of such hearing.

#### Procedure

1. An aggrieved administrator shall institute action under the provisions hereof within 30 days of the occurrence complained of or within 30 days after he would reasonably be expected to know of its occurrence. Failure to act within said 30 day periods shall be deemed to constitute an abandonment of the Grievance. An administrator shall have the right to have a representative at any level.
2. Any administrator who has a grievance shall in the first instance discuss the matter orally with his immediate superior. If the matter is satisfactorily resolved within a period of three school days, no further proceedings shall be had.
3. If the grievance is not satisfactorily resolved within said three day period, then the administrator shall reduce the grievance to writing and his immediate superior shall likewise reduce his decision to writing. A copy of the decision of the immediate superior shall be given to the administrator and copies of the grievance and the decision shall, within two school days, be forwarded to the next higher authority.
4. A meeting will be scheduled within five school days after receipt of the appeal by the next higher authority for a resolution of the grievance at which meeting the aggrieved administrator and his immediate superior shall present their cases.

The next higher authority shall within five school days after such hearing render a written decision and shall furnish copies thereof to the aggrieved administrator and his immediate superior.

5. Where an appeal is to be taken to the Final Authority, copies of the grievance, appeals and decisions previously rendered shall be forwarded by the aggrieved party to the Secretary of the Board of Education together with a written statement of the basis of the appeal to the Board. A copy of the statement of the appeal to the Board shall be served upon the last authority rendering a decision in the matter.
6. The Board Secretary shall, upon receipt of such appeals, notify the Final Authority at its next regular meeting. The Final Authority shall within five school days thereafter fix a time and place of hearing. The hearing will take place within fifteen school days after the Final Authority has been notified of appeal.

At the hearing all parties who have been involved in any stage of the procedure shall have the right to be heard.

Within ten school days after the hearing, a determination shall be made and all parties shall be notified in writing of the determination.

In the event the aggrieved party is dissatisfied with the disposition of the grievance by the Board of Education, the administrator shall request in writing that the President of the Association submit the grievance to advisory arbitration before a single arbitrator to be selected in accordance with the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, P.L. 303 1968, as amended by P.L. 123, 1974.

If the President of the Association determines that the grievance is meritorious, he may submit the grievance to arbitration within fifteen school days after receipt of request by the aggrieved party.

In no event shall any arbitrator have the authority to modify, add to, subtract from, or in any manner whatsoever alter the terms and provisions of this Agreement.

The arbitrator shall render his decision containing reasons within thirty calendar days from the date of the completion of the hearing. Copies of such decision shall be furnished to each of the parties. The parties may mutually agree to an extension of the time within which the decision shall be rendered.

In the event of advisory arbitration, the cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other costs incurred shall be paid by the party incurring same.

7. At any stage of the Grievance Procedure, the aggrieved party shall have the right to summon and have present witnesses on his behalf. The aggrieved administrator shall have the right to be represented by counsel, and to have speak on his behalf a representative from the Association. The right to participate in cross examination and/or argument on behalf of the aggrieved party shall be limited to one person.
8. Nothing contained in this Procedure shall be deemed to require any administrator to become a member of any organization and any administrator shall be entitled to a hearing under this Procedure whether a member of any organization or not.
9. Whenever any requirements of the State Department of Education or of any law enacted by the Legislature of the State of New Jersey provides for any further appellate procedures not herein set forth, then such additional appellate procedures may be invoked by any aggrieved administrator notwithstanding that they have not been set forth herein.
10. Whenever any requirements of the State Department of Education or any enactment of the Legislature of New Jersey are contrary to the provisions of this Procedure, then such requirements shall be deemed to supersede this Procedure and such requirements shall be substituted in place of the provisions set forth herein.
11. If in the judgement of the Association a grievance uniquely affects a group of administrators covered by this agreement, the Association may submit such grievance in writing directly to the Superintendent of Schools. If the Superintendent agrees that the grievance is such as to warrant direct consideration by him, then the processing of such grievance shall commence at this level. This procedure is not intended to apply to common grievances that can be resolved by immediate superiors but to unique grievances over which immediate superiors have no control.

#### SALARY SCHEDULE

The salary schedule of each administrator covered by this Agreement is set forth in Schedule A for 1976-1977, and in Schedule A for 1977-78, which are attached hereto and made a part hereof.

#### RIGHTS OF THE BOARD

Except as otherwise provided in this agreement and under the provisions of Chapter 303, Public Law 1968, as amended by Public Law 123, 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Pascack Valley Regional High School District to the extent authorized by Law.

#### WITHHOLDING OF INCREMENT AND/OR ADJUSTMENT

1. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

2. The Superintendent shall have the responsibility to recommend to the Board, the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

3. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure applicable in such matters.

4. In cases involving the withholding of increments pursuant to the provisions of R. S. 18A 29-14, an individual affected by such action shall have the right to invoke the Grievance Procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in R. S. 18A 29-14.

5. Whenever an increment has been withheld the Board shall have the right in its discretion to restore the administrator to his appropriate place on the guide in any succeeding year.

#### DURATION PERIOD

This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978. 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.

#### EVALUATION

##### A. Right to Full Knowledge

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgement of his superiors respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

##### B. Frequency of Review

Effective January 1, 1975 there will be a minimum of two (2) written evaluations per year for each non-tenure administrator. The first written evaluation shall be no later than December 1st. The second written evaluation shall be no later than March 1st.

Tenure administrators shall receive at least one written evaluation per year before April 30th.

##### C. Evaluation Procedures

###### 1. Copies of Reports

Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him. The signing of such copies does not signify approval by the administrator. Further, each administrator shall receive a copy of each written evaluation.

2. Right of Administrator to Respond

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

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.

PASCACK VALLEY REGIONAL  
ADMINISTRATORS ASSOCIATION

By *Eugene Polucci*  
President

By *Balkom Leaver*  
Secretary

PASCACK VALLEY REGIONAL  
BOARD OF EDUCATION

By *F. D. Swijn*  
President

By *Dan Rammer*  
Secretary

SCHEDULE A, ADMINISTRATOR'S SALARY GUIDE FOR 1976-1977

<u>STEP</u>	<u>DIRECTOR OF GUIDANCE</u>	<u>VICE PRINCIPAL</u>	<u>PRINCIPAL</u>
1	\$ 19,500	\$ 20,700	\$ 25,000
2	20,500	21,900	26,250
3	21,580	23,100	27,550
4	22,600	24,750	28,950
5	23,700	26,500	30,400
6	24,800	27,800	31,500

SCHEDULE A, ADMINISTRATOR'S SALARY GUIDE FOR 1977-1978

<u>STEP</u>	<u>DIRECTOR OF GUIDANCE</u>	<u>VICE PRINCIPAL</u>	<u>PRINCIPAL</u>
1	\$ 19,500	\$ 20,700	\$ 25,000
2	20,500	21,900	26,250
3	21,550	23,100	27,580
4	22,600	24,750	28,950
5	23,700	26,500	30,400
6	24,800	27,800	31,500
7	26,100	29,200	32,900

All administrators hired after the inception of this contract will be placed on the appropriate step on the above guides. Credit for prior years experience may be given at the discretion of the Board of Education.