

AGREEMENT

between

THE BOARD OF EDUCATION

of

**THE PASCACK VALLEY REGIONAL HIGH
SCHOOL DISTRICT**

and

**THE PASCACK VALLEY REGIONAL
ADMINISTRATORS' ASSOCIATION**

for the period

JULY 1, 2009 to – JUNE 30, 2012

Preamble

This agreement is entered into this 10th day of June, 2009, 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
Assistant Principals

Negotiation of Successor Agreement

The parties agree to enter into discussions over a successor agreement in accordance with Chapter 303, 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

A. Policy

The Board of Education 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 reason 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 participant.

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

A 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; or (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 nontenured 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 informal and confidential as may be appropriate at any level of the procedure.

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 (30) thirty 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 - Principal

The grievant shall first discuss it with his/her principal 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.

4. Level Two - Superintendent of Schools

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

5. Level Three - Board of Education

If the grievant is not satisfied with the disposition of his or her grievance at Level Two, he/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.

6. Level Four - Arbitration

(a) If the grievant is not satisfied with the disposition of the grievance at Level Three, he/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.

(b) Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall 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 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 expense of the arbitrator and arbitration proceedings.

E. Right to Representation

At any time of the grievance procedure, the aggrieved employee shall have the right to summon and have present witnesses on his/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 herein 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.

If in the judgment of the Representative Council of the Association, a grievance uniquely affects a group of employees 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/her, then the processing of such grievances shall commence at this level. This procedure is not intended to apply to common grievances that could be resolved by principals, but to unique grievances over which principals have no control.

Salary Guidelines

No administrator hired on or after July 1, 1992 shall be entitled to a salary greater than the salary set forth on the maximum step of the applicable salary guide. All references to payment of salaries in excess of the amount set forth on the maximum step of the applicable salary guide shall be deleted from this Agreement when the person (s) entitled thereto resigns from the Pascack Valley Regional High School District. Steps are not related to years of experience. 1997/98 step adjustment for the PVHS Principal does not establish a precedent for future employee salary guide adjustments.

| Salary | 2009-2010 | 2010-2011 | 2011-2012` |
|---------------------------|------------------|------------------|-------------------|
| Principal PHHS (SVG) | \$156,990 | \$162,484 | \$168,171 |
| Principal PVHS (TD) | \$146,453 | \$151,578 | \$156,884 |
| Asst. Principal PHHS (GD) | \$136,004 | \$141,308 | \$146,819 |
| Asst. Principal PHHS (PP) | \$122,602 | \$127,384 | \$132,351 |
| Asst. Principal PVHS (JP) | \$126,078 | \$130,995 | \$136,103 |
| Asst. Principal PVHS (DS) | \$122,602 | \$127,384 | \$132,351 |

For Ph.D. or Ed.D. add \$1500

Longevity

| Years of Service to District | Compensation |
|-------------------------------------|---------------------|
| 5 | \$2,000 |
| 10 | \$3,500 |
| 15 | \$5,000 |

Members of the Association may elect to receive payment for up to five (5) unused vacation days on an annual basis at his/her daily rate of compensation.

Steps are not related to years of experience for administrative salaries.

Health Benefits

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. The Pascack Valley Regional Board of Education will be responsible for the remaining 95% of the cost of coverage.

The Board shall pay the full premium for each administrator and the administrator's family for the Dental insurance contracted with the NJ Dental Service Plan with a maximum coverage of \$1000 per family member. Each administrator has the option of increasing the maximum coverage per family member to either \$1500 or \$2000. The additional expense is the responsibility of the administrator and will be paid through payroll deductions.

The Board will reimburse members \$500 per year for physical examinations upon presentation of a Doctor's bill(s).

Payment for Unused Sick Leave

This section is to be eliminated for administrators hired as of July 1, 2003.

Any Administrator, 55 years 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 20 years of service in the P.V.R.H.S. District shall be eligible for payment for unused sick leave according to the following formula:

- A. An Administrator must notify the Board of Education in writing of intention to retire at least six (6) full months prior to June 30th retirement date.
- B. Qualifying days are all sick days accumulated within the district in excess of 25 days.
- C. The Board of Education will pay \$75 for each qualifying day.
- D. The total amount paid to any one Administrator shall not exceed \$15,000.

School Calendar

Prior to the adoption of a school calendar, the P.V.R.A.A. will discuss with the Board of Education, through the Superintendent of Schools, any date or dates that it feels should be considered in the school calendar. This meeting between the Superintendent of Schools and the representatives of the Association shall take place before December 1.

The final determination of the school calendar is a Board prerogative and nothing contained herein shall prevent the Board from adopting the calendar.

Rights of the Board

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

Evaluation

The evaluation process for each Administrator shall be consistent with state legislation regarding evaluation and with the procedures outlined in the "Handbook for the Evaluation of Professional Personnel in the Pascack Valley Regional High School District," revised July 1980.

Vacation Leave

Each Administrator 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.

Sick Leave

Each Administrator shall be entitled to 15 sick days per year with all unused days to be cumulative for subsequent years.

Bereavement Leave

Administrators shall be entitled to up to four days at any one time in the event of bereavement.

Professional Development

The Board of Education agrees to make available annually, upon the presentation of vouchers or receipts, the amount of two thousand seven hundred and fifty dollars (\$2,750) per Administrator for attendance at workshops and conferences approved by the Superintendent of Schools.

Deductions from Salary

B. 403 (b) and 457 (b) Retirement Plans

Whenever an Administrator desires to participate in a 403 (b) Retirement Plan and/or a 457 (b) Retirement Plan in accordance with the provisions of R.S 18A:66-127, the Board shall participate on behalf of the employees in said plans administered by the three Group Annuity providers. These plans shall be agreed upon mutually between parties. 403 (b) and 457 (b) plans allow eligible School District employees to make salary reduction contributions toward their retirement savings, while deferring taxes on that income.

C. Loaded 403 (b)7 Retirement Plan with Advisor

Whenever an Administrator desires to participate in a 403 (b)7 Retirement Plan in accordance with the provisions of R.S 18A:66-127, the Board shall participate on behalf of the employees in no more than two plans administered by a Mutual Fund Investment provider. A 403 (b)7 plan allows eligible School District employees to make salary reduction contributions toward their retirement savings, while deferring taxes on that income.

D. No Load 403 (b)7 Retirement Plan without Advisor

Whenever an Administrator desires to participate in a 403 (b)7 Retirement Plan in accordance with the provisions of R.S 18A:66-127, the Board shall participate on behalf of the employees in no more than two plans administered by a Mutual Fund Investment provider. A 403 (b)7 plan allows eligible School District employees to make salary reduction contributions toward their retirement savings, while deferring taxes on that income.

Course Reimbursement

Create a maximum pool of \$10,000 to be used for approved doctoral programs. Courses and programs will have to be approved by the superintendent of schools. Remaining funds will not be held over to the following year. There is a limit within this pool for the amount that a single individual can use. If the amount of requests surpasses the pool limit, then the course reimbursement will be pro-rated.

Travel Reimbursement

The Board shall reimburse each Administrator for the use of his/her car, the IRS rate per mile as of July 1 of the current fiscal year plus tolls.

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.

Miscellaneous

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

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

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.

Memorandum of Agreement

We, the undersigned, represent that the material which follows and which is attached is an agreement between the PVRAA and the Pascack Valley Regional High School District Board of Education.

We agree to the changes, amendments, and deletions contained herein and further agree that any language which has not been changed will be in effect for the life of this contract which covers the period July 1, 2009 through June 30, 2012.

AGREED ON THIS DATE: 6/10/09

**PASCACK VALLEY REGIONAL
ADMINISTRATORS ASSOCIATION**

**PASCACK VALLEY REGIONAL
BOARD OF EDUCATION**

Sarah VanGunten – President

Jeffrey Steinfeld – Board President