AGREEMENT

BETWEEN THE

PALISADES PARK BOARD OF EDUCATION

AND

THE PALISADES PARK ADMINISTRATORS' ASSOCIATION

JULY 1, 2021 TO JUNE 30, 2024

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PREAMBLE

This Agreement is made and entered into on this_____day of November, 2022, by and between the Palisades Park Board of Education, with offices located at 410 Second Street, Palisades Park, New Jersey 07650 (hereinafter the "Board") and the Palisades Park Administrators' Association (hereinafter the "PPAA")(hereinafter each individually a "Party" and collectively the "Parties").

WHEREAS, the Parties have reached certain understandings with respect to the terms and conditions of employment, which they desire to confirm in this Agreement;

NOW, THEREFORE, the Parties, for the consideration herein specified, do agree as follows:

ARTICLE I – RECOGNITION

The Board hereby recognizes the PPAA as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the High School and Elementary School Principals, High School and Elementary School Vice Principals, the Athletic Director, and the Director of Special Services (hereinafter collectively the "Administrators").

ARTICLE II – CERTIFICATIONS AND RESPONSIBILITY

A. Certification: All individuals holding the supervisory and/or administrative positions set forth in Article I hereof, shall at all times during the term of this Agreement, and as a condition of employment, hold and maintain a valid and appropriate certificate to act in that capacity in the State of New Jersey.

B. Duties: The Board and the PPAA recognize mutually, the authority and responsibility of each, and of the Superintendent of Schools, as defined by statute, New Jersey State code, court and Commissioner of Education rulings, P.E.R.C. rulings, Board Policies, minutes, existing practices and the Superintendent's directions.

ARTICLE III – PROFESSIONAL GROWTH

A. Professional Growth: The Board encourages the professional growth of the Administrators through participation in the operations, programs and other activities conducted or sponsored by local, State and national and/or school board associations; seminars and courses offered by public and private

educational institutions; and informational meetings with specific professional expertise in an area of responsibility. Administrators, in pursuing their professional development, shall assure that participating in such activities shall not interfere with their professional responsibilities in the District. Administrators shall obtain the prior written authorization of the Superintendent of schools for any release time required for them to attend such activities and for travel and other expenses for which they seek reimbursement.

B. Attendance at National Conferences: One Administrator for each school may be permitted, at the sole and unrestricted discretion of the Board, to attend a national conference annually, with a maximum cost to be borne by the Board as per state policy guidelines. The Conference, which the Administrator wishes to attend, shall be selected by the Administrator, subject to approval or denial by the Board.

C. Tuition Reimbursement: A maximum of nine (9) credits shall be reimbursed up to a total of $2,750 per year per administrator for graduate credits approved prior to payment by the Superintendent of Schools.

ARTICLE IV – COMPENSATION

A. Base Compensation:

a. For the 2021-2022 school year, salaries shall be increased by 3.0% from the 2020-2021 school year.

b. For the 2022-2023 school year, salaries shall be increased by 3.1% from the 2021-2022 school year.

c. For the 2023-2024 school year, salaries shall be increased by 3.2% from the 2022-2023 school year.

B. Salary Increase: Salary increases over and above the Base Compensation increases laid out above shall not be considered automatic but, rather, may be given based on favorable reports concerning the Administrator's competence and thoroughness in the performance of duties assigned, his/her record of attendance and his/her compliance with the District Policies and Regulations. Performance-based salary increases, if any, shall be granted on July 1 of each year of this Agreement. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become part of this Agreement, but it shall not be deemed that the Board and the PPAA have entered into a new Agreement. Retroactive and pro-rated increases will be given to PPAA members from the period beginning July 1, 2021.

ARTICLE V – BENEFITS

A. Health Benefits: The Board shall provide the health care insurance protection designated below:

a. The Board shall pay the full premium for each eligible employee and where appropriate, the cost for family plan coverage. Any employee hired subsequent to December 31st, 2010 shall be entitled to receive single coverage only for the first three years of their employment in the District. Upon completion of the 3 years plus one day, said employee shall be entitled to receive family, husband/wife or parent/child coverage. If the employee chooses to buy additional coverage beyond single coverage, they may elect to do so with additional costs to be paid by the employee.

b. Provision of the healthcare insurance program shall be detailed in master policies and shall include coverage equal to health benefits for New Jersey public and school employees described by the New Jersey Division of Pensions including Basic Plan and Major Medical Insurance (note Basic Plan consists of Blue Cross/Blue Shield and extended basic benefits also known as Rider J benefits.

c. The Board will pay the total of the premium for each member's Horizon Blue Cross/Blue Shield NJ Direct 10. Each member will pay the 1.5% mandated by current state law, toward the cost of his/her Horizon Blue Cross/Blue Shield NJ Direct 10.

d. The Board of Education will provide a financial incentive to members wishing to waive health insurance coverage. This cash incentive will be available to employees who can prove they have other health insurance coverage available. The waiver incentive will be paid in two installments per year. Employees waiving coverage may re-enroll during the annual open enrollment period only. However, should a life status change occur resulting in the loss of other health insurance coverage, the employee will be permitted to re-enroll immediately with a prorated amount of the cash incentive paid to be refunded to the Board of Education. The Board of Education would be required to set up a Section 125 Premium Waiver Document to be in compliance with IRS regulations. The financial incentive amount will be mandated by current state law.

e. No health insurance contribution will be deducted from employees pay during the two (2) pay periods in June each year beginning in

June 2022; EXCEPT for those employees enrolled in the New Jersey Educator's Health Plan.

B. Dental Coverage:

a. The Board shall pay 100% of the premium cost for dental insurance coverage for each PPAA member and where appropriate 100% of the cost for family plan coverage. Enhance the Delta Dental Plan Calendar Year Maximum from $1,000 to $1,250. Orthodontics to 100% and $2,000 Lifetime Maximum.

b. In the event the dental carrier is changed, the new carrier shall provide equal to or better coverage.

C. Vision Care Plan:

a. The Board shall pay 100% of the premium cost for a vision care plan mutually agreed upon for each PPAA member and where appropriate, for family coverage.

b. In the event the vision care plan carrier is changed, the new carrier shall provide equal to or better coverage.

D. Prescription Plan:

a. The Board shall pay 100% of the premium cost for a mutually agreed upon PPAA member and where applicable, family prescription plan.

b. In the event the prescription plan carrier is changed, the new carrier shall provide equal to or better coverage.

c. Each PPAA member will be responsible for a co-payment as set forth in their mutually agreed upon plan.

E. Insurance Plan(s) Opt-Out: Opt-out will be qualified under IRS Code Section 125, to be paid as a stipend at the end of each year. The PPAA member can reenter the program at any time with a "change of life" event; such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code Section 125. The opt-out amount will be mandated by current State law. Other than a "change of life" event, re-enrollment may occur annually at the option of the individual during the open enrollment period.

F. Leave and Attendance Benefits:

a. Sick Leave:

i. All administrators are entitled to thirteen (13) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.

ii. An administrator who has used the current personal illness leave days, upon request and the recommendation of the Superintendent and the approval of the Medical Director, may receive one (1) additional day for each year of service as regularly appointed administrator in the Palisades Park Schools. These additional days shall be called "permissive personal illness leave" and shall not be cumulative, and shall not be granted more than once. Individual days of absence not requiring a leave of absence may not be applied against permissive leave. If an administrator has not used his/her entire permissive leave in a school year, he/she may request the Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five [5] days or more) if such is necessary, prior to expiration of that current school year. Requests for permissive leave should be submitted to the Superintendent prior to the expiration of the PPAA member's sick bank.

iii. Non-accumulative additional sick leave benefits may be allowed at the sole discretion of the Board.

iv. Any PPAA Member who has accumulated ten (10) years of service in the Palisades Park School District, upon retirement from the district, shall receive their final year's per diem rate for each unused sick day to a maximum of sixty-thousand dollars ($60,000.00). Written notification of the member's intent to retire should be provided as soon as possible to the District of the Member's intent to retire under these terms.

Formula for Unused Sick Leave

The first one hundred and fifty (150) unused sick days at the per diem rate of the final year are credited to the member. The next one hundred (100) unused sick days are credited to the Board of

Education. There is no monetary reimbursement for the next one hundred (100) unused sick days. Any remaining sick days above the next one hundred (100) are credited to the member. The maximum amount to be paid to the member shall not exceed sixty-thousand dollars ($60,000.00).

The payments for unused sick days shall be paid in six (6) annual equal installments. The total payment equally divided and distributed over a six (6) year period of time with the first annual payment commencing January of the subsequent calendar year of retirement. The member may elect to have the money placed in a 403B or 457 Plan(s). **** This provision expires on June 30, 2022.

v. Any PPAA Member with less than ten (10) years of service in the Palisades Park School District as of March 18, 2015, upon retirement, shall receive their final year's per diem rate for each unused sick day to a maximum of fifteen-thousand dollars ($15,000.00). Written notification should be given by December 31st of the preceding year for retirement effective June 30th of the subsequent year. Any member who decides to retire during a specific school year must give no less than ninety (90) days written notice of their intention to retire. The Superintendent shall have the discretion to shorten the ninety (90) day period when he/she deems appropriate.

Formula for Unused Sick Leave

The first one hundred and fifty (150) unused sick days at the per diem rate of the final year are credited to the member. The next one hundred (100) unused sick days are credited to the Board of Education. There is no monetary reimbursement for the next hundred (100) unused sick days. Any remaining sick days above the next one hundred (100) are credited to the member. The maximum amount to be paid to the member shall not exceed fifteen-thousand dollars ($15,000.00).

The payments for unused sick days shall be paid in three (3) annual equal installments. The total payment equally divided and distributed over a three (3) year period of time with the first

annual payment commencing January of the subsequent calendar year of retirement. The member may elect to have the money placed in 403B or 457 Plan(s).

vi. Effective July 1, 2022, all members previously eligible above paragraph, for a maximum of benefit of sixty thousand dollars ($60,000) will now receive the benefits listed here in: Any member that had completed ten (10) years or MORE of service in the Palisades Park School District prior to March 18, 2015, upon retirement from the district, shall receive their final year's per diem rate for each unused sick day up to a maximum of thirty-thousand dollars ($30,000). Written notification should be given by December 31st of the preceding year for retirement effective June 30th of the subsequent year. Any member who decides to retire during a specific school year must give no less than ninety (90) days' notice of their intention to retire. The Superintendent shall have the discretion to shorten the ninety (90) day period when he/she deems appropriate.

Formula for unused sick leave

The first one hundred fifty (150) unused sick days at the per diem rate of the final year are credited to the member. The next one hundred (100) unused sick days are credited to the Board of Education. There is a no monetary reimbursement for the next one hundred (100) unused sick days. Any remaining sick days above the next one hundred (100) days are credited to the member. The maximum amount to be paid to the member shall not exceed third-thousand dollars ($30,000).

The payments for unused sick days shall be paid in three (3) equal installments. The total payment equally divided and distributed over a three (3) year period of time with the first annual payment commencing January of the subsequent calendar year of retirememt. The member may elect to have the money placed in a 403B or 457 Plan(s).

vii. In the event that a member deceases during his/her employment, the unused sick leave benefit will be paid to his/her

beneficiary/estate.

viii. To the extent any provision of this Article V herein conflicts with any State law provision, State law shall control.

b. Temporary Leave:

i. Personal Business: Administrators are entitled to three (3) personal days per year which if unused are transferred to the PPAA member's sick leave bank.

ii. Leave of Absence: Leave of absence for personal business may be granted by the School District for such periods as the School District may decide, said period may not exceed one (1) year. Administrators on such leave may request extension of such leave for good and valid cause. Those to whom such leave is granted shall suffer loss of pay and must state, in writing, that they will not accept another position as administrator, supervisor or teacher during that period.

iii. Visitations: Visitations to other school districts, educational conferences/workshops, meetings, and local conventions will be granted to administrators at the discretion of the Superintendent of Schools when such visitation promises to contribute to the improvement of job performance.

iv. Death in Immediate Family or Household: A leave of absence because of the death of a member of the immediate family, shall, at the discretion of the Superintendent be granted up to five (5) days with full pay. For purposes of definition regarding absence provisions, immediate family includes mothers, fathers, mothers-in-law, fathers-in-law, sisters, brothers, husbands, wives, children, stepchildren, domestic partners, grandchildren, grandparents or any relatives whose actual household at the time is also the household of the absentee. For the death of a family member not listed above, one (1) day, at the discretion of the Superintendent shall be granted with full pay.

v. Legal Proceedings: Administrators shall be granted time necessary for appearances in any legal proceeding connected with the administration's employment or with the school system or in any other legal proceeding if the administrator is required by law to attend.

c. Extended Leaves of Absence:

i. Prolonged Illness: A leave of absence not exceeding one (1) year

may be granted to PPAA members whose prolonged illness has caused them to exhaust accumulated personal illness leave and permissive personal leave. This leave may be granted by the Board, with or without pay minus the cost of a substitute, upon the recommendation of the Superintendent.

ii. Military Service Leave: Any regular PPAA member who may be conscripted into the defense forces of the United States of America for service or training shall make an application, in writing, to the Superintendent for a leave of absence without pay. PPAA members shall be reinstated to his/her position in the school system, with full credit including the annual increment under the salary schedule upon written request provided that said request for reinstatement is made within a reasonable period of time after discharge or release from military service and no later than ninety (90) days from said release or discharge. While the PPAA member is on Military Service Leave, it is mandatory that the Board maintains the his/her annual contributions to the New Jersey Teachers Pension and Annuity Fund or the State Public Employees' Retirement System.

iii. Other Leaves of Absence Without Pay: A leave of absence of up to two (2) years may be granted to any PPAA member who joins the Peace Corps, VISTA, the National Teacher Corps., or who is full-time participant in either of such programs, and shall be granted to a PPAA member who accepts a Fullbright Scholarship or a scholarship of similar nature, or any other self-paid educational improvement.

iv. Maternity/Paternity Leave:

1. The Board shall grant leaves of absence without pay for medical reason associated with pregnancy and birth to pregnant PPAA members on the same terms and conditions governing leaves of absence for other illness or medical disabilities.
2. It is recognized that an PPAA members' maternity leave application involves both a disability phase and a childcare phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work. The childcare phase is that period of time

selected by the PPAA member; which follows the disability phase during which time the PAA member voluntarily suspends her career to care for the newborn child. The childcare leave shall also be available to an adoptive parent or the father of a newborn infant without pay.

Disability Leave: Any tenured or non-tenured PPAA member seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board in writing. At the time of application, the PPAA member shall specify in writing, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board may require any PPAA member to produce a certificate from a physician in support of the requested leave dates. (Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified by the PPAA member's physician shall be treated as compensable sick leave time at the option of the PPAA member.

a. Child Care Leave: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured PPAA member shall be granted, at his/her discretion, a leave for (A) the balance of the school year in which the birth or adoption occurred, or (B) the balance of the school year in which the birth or adoption occurred and the entire following two (2) school years. Any further extension of childcare leave shall be granted at the Board's discretion. The Board need not grant or extend the leave of absence of any non-tenured PPAA member beyond the end of the contract school year in which the leave is obtained. This leave is without pay.

i. A PPAA member returning from pregnancy leave of absence shall be entitled to all benefits to a PPAA member returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured PPAA member who would not have been otherwise offered such a contract.

ii. No tenured or non-tenured PPAA member shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any PPAA member, after the birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties.

v. Family Leave Act: Under the New Jersey Family Leave Act, N.J.S.A. § 34:11B-1, et seq., PPAA members shall have a statutory entitlement to twelve (12) weeks of family leave in any twenty-four (24) month period. PPAA members seeking leave under the Family Leave Act for the purpose of caring for a newborn or adopted child can request the leave to begin at any time within a year after the date of birth or placement for adoption without pay.

d. Sabbatical Leave: Sabbatical Leave will not be granted for the purpose of engaging in a gainful occupation or for the purposes of studying for a trade or other profession. When formal college credit has been granted during the leave, an official college transcript shall be required by the Superintendent. When leave has been granted for any other purpose, written reports planned in consultation with the Superintendent shall be required.

i. Limited Applications: A maximum of two (2) PPAA members may be on a Sabbatical Leave at any one time. Consideration of Sabbatical leave will be given only after a formal application is made by the qualified PPAA member and after a review of staff requirements has been completed for the year in question. Each applicant must appear before the Board and explain his/her plans and the reason for the request. Applications for leave during the fall semester or during the full year must be in the Superintendent's office no later the first school day of the preceding March. Applications for leave during the second semester of the year must be in the Superintendent's office no later than the first school day of the preceding September. The Final decision as to Sabbatical Leave applications shall be made by the Board upon the recommendation of the Superintendent.

ii. Pay during Sabbatical Leave: Sabbatical Leave shall be granted for up to one (1) year at half salary for the time involved.

iii. Eligibility: PPAA members shall become eligible for Sabbatical Leave when they have completed not less than ten (10) years of consecutive service in the Palisades Park school system. First consideration shall be given to those Sabbatical Leave plans which involve the greatest self-improvement and the greatest benefit to the school system. A secondary consideration shall be the seniority of the staff members applying for Sabbatical Leave. All PPAA members applying for Sabbatical Leave in any given year may not be granted leave for that particular year but may be granted leave in the following year or years.

iv. Return from Sabbatical Leave: A condition to being granted Sabbatical Leave shall be the agreement on the part of the applicant to return to the Palisades Park school district for at least two (2) years of service after the conclusion of the Sabbatical Leave. Said agreement must be in writing.

v. Sabbatical Leave shall not be cumulative.

vi. If either the Board, the Superintendent or the PPAA is convinced that a PPAA member is not fulfilling the purpose for which the Sabbatical Leave was granted, the Board may terminate such Sabbatical Leave as of the date of the abuse after giving the PPAA member an opportunity to be heard by the Board. In the

event that the PPAA is convinced that a member is not fulfilling the purpose for which the Sabbatical Leave was granted, the PPAA shall report it in writing to the Board through the Superintendent. In the event that the allegations are true, the Board and PPAA member concerned shall arrive at a mutual agreement, which may include the PPAA member's resignation and refunding of accepted salary during the period of Sabbatical Leave.

e. Status upon return from leaves: Upon returning from leave granted under this Article V not including leave granted due to prolonged illness, Maternity/Paternity Leave or Child Care Leave, a PPAA member shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she would have been present. Leaves that shall be included are: Military Leave, Other Leaves of Absence Without Pay granted pursuant to Article V Section (F)(c)(iii) herein, and Sabbatical Leave.

G. Vacation:

a. PPAA members shall be entitled to twenty-three (23) vacation days which are applied to the contract year of July 1st to June 30th. PPAA members shall be required to coordinate and schedule their summer vacations (July 1st to August 31st) so that there will be coverage at each school at all times. Vacation days may be taken during the school year with the approval of the Superintendent. Vacation days that are not used by August 31st of the calendar year may be carried over for one (1) year, not exceeding five (5) days in any particular school year (August 31st of the following year).

b. PPAA members are entitled to five (5) additional days to be scheduled during the Winter and Spring recesses in which the school is closed for students and teachers. These five (5) days are applied first to these recesses before other vacation days are utilized, and are not carried over from year to year.

c. PPAA members will be granted the following paid holidays (****):

i. Independence Day*
ii. Labor Day
iii. Columbus Day
iv. Rosh Hashanah or Yom Kippur
v. Presidential Election Day
vi. Thanksgiving Recess (Thur. & Friday)
vii. Veteran's Day
viii. Christmas Eve/Day**
ix. New Year's Eve/Day***
x. Martin Luther King Day
xi. Good Friday
xii. Presidents Day
xiii. Memorial Day

*July 3rd if the 4th is on Saturday; July 5th if the 4th is on Sunday.

** One day vacation if both days fall on Saturday and Sunday.

*** January 2nd if New Year's Day falls on Sunday

****Holidays are subject to the teacher's calendar and schools being closed within the school district

H. Longevity: Longevity in the district is based on the number of total years the PPAA member has worked for the Palisades Park school district.

Years of Service	Amount
Commencing year 7 – Completion of year 10	+$1,500.00
Commencing year 11 – Completion of year 15	+$2,500.00
Commencing year 16 – Completion of year 20	+$3,000.00
Commencing year 21 – Completion of year 25	+$4,000.00
Commencing year 26 – Forward	+$5,500.00

a. Effective July 1, 2021, all longevities shall be cumulative.

b. The parties acknowledge that longevity benefits in prior collective bargaining agreements were not cumulative and no member shall have any claim for unpaid cumulative benefits before July 1, 2021.

I. Dues: The Board agrees to reimburse PPAA members for dues paid to Professional Associations (ISTASSP/NAESP, ASCD, NCTM, BCSSPSA/BCEMSPSA, etc.) not exceeding one-thousand dollars ($1,000.00) in a year.

J. Miscellaneous:
   a. The work year of the administrators shall be twelve months.
   b. All administrators will work an eight-hour day inclusive of lunch. The administrators' summer schedule (July 1 - August 21) will consist of a seven-hour day inclusive of lunch.

ARTICLE VI – GRIEVANCE PROCEDURE:

A. Definitions:
   a. A grievance is a claim by a PPAA member or the PPAA that there has been a violation, misrepresentation or misapplication of this Agreement, Board policies, or administrative decisions affecting a PPAA member, group of PPAA members and/or the Association.
   b. The term "grievance", however shall not apply to any matter:
      i. For which a method of review is presently prescribed by law or State Board rule having the force and effect of a law; a matter affecting a PPAA member that has arisen by the reason of the application of any rule or regulation of the State Commissioner of Education; or
      ii. Which is a complaint of a non-tenure PPAA member arising by reason of him/her not being reemployed, provided that the member had been informed previously at a conference with the Superintendent that he/she will not be recommended for reemployment and the reason for this action.
   c. "Aggrieved Employee" is a person (or persons) making the claim.
   d. "Hearing" - a meeting between the "Party in Interest" and "Aggrieved Employee" at any level.

B. Purpose:
   a. The purpose of this procedure is to secure resolutions between the Board and the PPAA of disputes arising over this Agreement, Board policies and decisions which set terms and conditions of employment,
   b. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
   c. Nothing herein shall be construed as limiting the right of any employee

having a grievance to discuss the matter informally with any appropriate supervisor, having the grievance adjusted without intervention of the PPAA, providing adjustment is consistent with the terms of this Agreement, Board policies, and State law.

C. Procedure:

a. Since it is important grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year as soon thereafter as practicable, such revisions to be the result of a mutual agreement between the parties.

c. Level One: Any employee who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter at that level.

d. Level Two: If the grievance has not been settled after reaching the Superintendent of Schools, the matter may be referred in writing to the Palisades Park Administrator's Association. The PPAA will make a determination within seven (7) school days of receipt of the written complaint, and promptly notify the Aggrieved Employee in writing of that determination.

e. Level Three: If the PPAA determines that the grievance has or may have merit, it shall recommend that the grievance be presented in writing to the Board within a period of seven (7) school days of receipt of the written complaint. The Board shall consider the grievance and render a decision in writing within a period of five (5) school days after the next regularly scheduled Board meeting.

f. Level Four: If the Board determines that the grievance is without merit, it will advise the Aggrieved Employee and duplicate copies shall be sent to the Superintendent of the Schools and the PPAA within ten (10) school days of the decision.

g. Level Five: If the matter is not resolved to the satisfaction of the

"Aggrieved Employee", he/she may request binding arbitration which shall be conducted by one of the panel of arbitrators which shall be selected by the Board at the inception of this Agreement, after consultation with the PPAA (cost to be paid equally). This appeal must be made within thirty (30) school days of Board's decision. The decision rendered by this arbitrator(s) is final and binding.

h. Level Six: Any party involved may appeal to the Commissioner of Education, State Board of Education, or courts of law after this procedure is exhausted.

i. Notes:

i. All correspondence described herein to be sent Certified Mail with Return Receipt Requested or if transmitted otherwise, a receipt of transmittal is required.

ii. Because of special/personal circumstances of the parties in interest, it may on rare occasions, be proper to present a grievance to the next higher level on the line of the procedure so long as the parties involved in the level deleted is informed of the action in writing and the rationale.

D. Miscellaneous:

a. Any party may be advised or represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative of his/her choosing;

b. No reprisals of any kind shall be taken by the PPAA, or the Board, either individually or collectively against any party in interest, or any involved individual in the grievance procedure by reason of such participation.

c. In the event that the PPAA decides that it is professionally unable or unwilling to consider an appeal, it will be the privilege of the appellant to appeal to the Board, assuming that he/she proceeded from all the preceding levels.

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

e. Format for filing grievances will be uniform and will be planned cooperatively by the Superintendent and the PPAA.

f. To be considered, a grievance must be initiated by the Aggrieved Employee with in thirty (30) school days of its alleged occurrence, or

thirty (30) school days within which the Aggrieved Employee knows or should have known of the event or action upon which the alleged grievance is based.

ARTICLE VII - RIGHT TO EXAMINE PERSONNEL FILES

An administrator shall have the right, upon request, to review with the Superintendent or his/her designee, the contents of his/her personnel file and to receive copy at Board expense of any document contained therein. An administrator shall be entitled to have a representative of the PPAA accompany him/her during such a review. An administrator shall have the right to indicate to the Superintendent or his/her designee those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents and all copies shall be reviewed by the Superintendent and the Administrator, and if mutually agreed upon, all copies shall be destroyed.

If no mutual agreement occurs between the administrator and the Superintendent, a decision will be arrived at by the Board within thirty (30) calendar days.

ARTICLE VIII - ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any member of the PPAA is mutually scheduled by the Parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
B. The PPAA shall be permitted to transact official PPAA business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations. Prior to any such action the Superintendent and/or his/her designee will be notified.
C. An Association member shall have the right of representation to protect the interests of the individual and/or PPAA.

ARTICLE IX - BOARD RIGHTS

The Board, on its own behalf and on behalf of the citizens of the Borough of Palisades Park, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:

A. Exercise the executive management and administrative control of the school

system and its facilities.

B. Hire and direct all employees, determine their qualifications and conditions for continued employment, promotion, transfer, dismissal, or demotion, subject to the provisions of law.

ARTICLE X – MISCELLANEOUS

A. Existing Terms and Conditions of Employment: Any and all terms and conditions of employment established by statute, rulings, policies, minutes, existing practices or Superintendent's Directives, not included in this Agreement and which do not directly contradict any provision contained herein, and presently in in force, shall remain in full force and effect.

B. Notices: Whenever notice is permitted or required to be given pursuant to this Agreement, it shall be considered as having been properly given if sent by certified-mail, return receipt requested, to the Parties at the addresses set forth above.

C. Conflicts: In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's Policies or any permissive State or federal law then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's Policies or any such permissive law during the term of this Agreement.

D. Savings Clause: If, during the term of this Agreement, it is found that a specific cause of this Agreement is invalid or void pursuant to federal or State law, the remaining clauses not affected by such determination shall remain in full force and effect.

E. Summer School: The Board, with the recommendation of the Superintendent, will appoint two certified staff members to assume the responsibility of conducting the summer school programs at Lindbergh Elementary and the Jr. /Sr. High School.

ARTICLE XI - FULLY BARGAINED AGREEMENT

A. During the course of collective negotiations, each Party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each Party and granted through its terms by each to the other, as a result of the negotiating process, and it is specifically recognized that, since both Parties hereto are desirous of

stabilizing their relationship by an executed document for a specific duration, for that duration neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language with this agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the Parties of all bargainable issues which were the subject of negotiations.

C. This Agreement embodies the entire agreement between the Parties concerning the terms and conditions of employment. It cannot be extended, modified or amended except by written agreement signed by both Parties hereto.

ARTICLE XII - DURATION OF CONTRACT

This Agreement shall be in full force and effect as of July 1, 2021 and shall continue in effect until June 30, 2024.

IN WITNESS WHEREOF, the PPAA has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its Secretary, and its corporate seal to be affixed hereto.

[Signature Page to Follow]