

AGREEMENT

BETWEEN THE

TEANECK TOWNSHIP BOARD OF EDUCATION

AND THE

**TEANECK ASSOCIATION OF
ADMINISTRATORS AND SUPERVISORS**

July 1, 2006 *through* June 30, 2009

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PREAMBLE

AGREEMENT made this day of ~~December, 2002,~~ June,
2006, between TEANECK ASSOCIATION OF ADMINISTRATORS AND
SUPERVISORS, hereinafter referred to as "Association", and
TEANECK BOARD OF EDUCATION, hereinafter referred to as
"Board", and represents the complete and final understanding
by the parties on all bargainable issues.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the
exclusive and sole representative for collective
negotiations concerning the terms and conditions of
employment for the following full-time administrative
personnel, whether under contract or on leave:

High School Principal
Middle School Principal
Elementary School Principal
~~Director of Facilities/Technical Support Operations~~
Assistant Director of Instruction
High School Vice Principal
Middle School Vice Principal
Coordinator
Department Chairperson
Guidance Supervisor
Subject Supervisor
Assistant Business Administrator
Director of Instruction
Maintenance and Custodial Services Manager
Technology Support Services Manager
Operations and Maintenance Operations Supervisor
Grants Management and Program Evaluation
Community Service / Senior Service Coordinator
Operations and Maintenance Coordinator
~~Technology Maintenance Technician~~

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

C. In the case of employees declared by the Association to be supervisory but contended by the Board not to be properly includable in the negotiations unit, when there has been a final determination as to the proper classification of said employees, said final determination shall be conclusive and binding upon the parties and the employees shall be dealt with based upon such a final determination.

The term "final determination" shall mean a determination by the final appellate body or court to which either party may apply in accordance with legal proceedings.

In the event that the Board establishes new positions in job titles which the Association believes should be included in the negotiations unit, the Association may initiate discussions with the Superintendent of Schools or his designee on that subject. If the parties agree to the inclusion of such new titles in the negotiations unit, such agreement shall be memorialized in writing. In the event that the parties cannot agree on the inclusion of new and/or existing titles in the negotiations unit, the Association may initiate a recognition or unit clarification proceeding before the Public Employment Relations Commission.

D. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommend the same.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations pursuant to N.J.S.A. 34:13A-5.1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment affecting members of the negotiations unit that either party may choose to negotiate. Negotiations for a successor agreement shall commence at a mutually agreeable time prior to the expiration of this Agreement.

B. Any agreement by the parties intended to modify or succeed this Agreement shall be reduced to writing and executed by the parties. Any tentative agreement between the parties shall be subject to ratification by the Board by resolution in open public meeting and by the Association membership in accordance with its own procedures. The Board reserves the right to request confirmation of such ratification by the Association before appending its signature to any agreement.

C. Neither party shall have any control over the other party's choice of representatives for negotiations. Each party shall have the right to utilize the services of consultants or attorneys in negotiations as each may deem appropriate.

D. It is understood and agreed between the parties that negotiations contemplate a complete Agreement to be signed by the respective parties and in the event either of

the parties does not receive authorization to execute the Agreement negotiated by the members of the negotiating team, then, and in such event, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.

E. The Association shall present its proposals at the first negotiations session.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" means a complaint by any administrator or group of administrators that there has been an improper application or violation of this Agreement affecting the terms and conditions of employment of said administrator or group of administrators.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by an individual claiming tenure under the provisions of N.J.S.A. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, N.J.S.A. 18A:6-10 et seq. In such cases, the procedure to be followed shall be that set forth in N.J.S.A. 18A:6-10 et seq.

3. In cases involving the withholding of increments pursuant to the provisions of N.J.S.A. 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 N.J.S.A. 18A:29-14.

4. The term "administrator" shall have the meaning as set forth in Article I - Recognition.

5. The term "representative" shall include any organization, agency or person authorized or designated by an administrator or by any group of administrators, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be as outlined in Chapter 123, P. L. of 1974.

6. The term "immediate" superior shall mean the person to whom the aggrieved administrator is directly responsible under the Table of Organization of the Teaneck School System.

7. The term "party" means an aggrieved administrator, his/her immediate superior, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

B. PURPOSE

Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally, and having the grievance adjusted without the intervention of the Association.

C. PROCEDURE

1. An aggrieved employee shall institute action under the provision hereof within thirty (30) calendar days of the occurrence complained of. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance. An administrator shall have

the right to have a representative at any level of the grievance procedure.

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

3. In the event a grievance is filed at such 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 year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - An administrator shall first discuss his/her grievance orally with his/her immediate superior. A decision shall be rendered within three (3) school days of said hearing.

5. Level Two - If the grievance is not resolved to the administrator's satisfaction within three (3) school days, or if no decision is forthcoming in three (3) school days, within three (3) school days from the determination referred to in Paragraph 4, above, the administrator shall submit his/her grievance to the Superintendent of Schools, in writing, specifying:

- (a) The nature of the grievance.
- (b) The results of the previous discussion.
- (c) The basis of his/her dissatisfaction with the determination.

If the immediate superior is the Superintendent of Schools and the Superintendent fails to act within the time set forth above, the appeal moves to Step No. 8.

A copy of the writing called for in Paragraph 5, above, shall be furnished to the immediate superior of the aggrieved administrator, if other than the Superintendent, and the Association.

6. Within ten (10) days from the receipt of the written grievance the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard. This time may be extended by mutual consent.

7. Within ten (10) days of said hearing (unless a different period is mutually agreed upon) the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of the Superintendent's determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 5, 6 or 7, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the Superintendent to

act, or within ten (10) days of the determination by him/her, may appeal to the Board, unless a different period is mutually agreed upon.

9. Where an appeal is taken to the Board, there shall be submitted by the administrator:

The writing set forth in Paragraph 5, and a further statement in writing setting forth the administrator's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party and the Association.

10. If the administrator, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the administrator requests, in writing, a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within twenty (20) days from the receipt of the grievance and shall, in writing, notify all parties of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event the Association is dissatisfied with the determination of the Board, the Association shall

have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the provisions of Chapter 303, Laws of 1968. Where both parties consent, the arbitration may be binding instead of advisory. Anything to the contrary herein notwithstanding, arbitration shall be binding in cases of discipline as defined in Chapter 269 of the Laws of 1989.

The authority of any arbitrator shall be limited solely to the interpretation of the Agreement to which this procedure is annexed and he/she shall have no authority to add to, subtract from, or modify any of the said provisions.

13. A request for advisory arbitration shall be made no later than twenty (20) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

14. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association. Each of the parties shall bear its own costs.

15. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within fifteen (15) days of issuance of said order, ruling or directive, or within fifteen (15) days of

the time when same has been brought to the administrator's attention, by filing with the School Business Administrator/Board Secretary a written statement setting forth:

- (a) The order, ruling or determination complained of,
- (b) The basis of the complaint,
- (c) A request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent, who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15, the procedure shall be as set forth in Paragraphs 10 and 11.

17. Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this Article, nor will either party condone the taking of any such action by any of its members or agents.

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

19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the

Superintendent and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.

20. All meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE IV

WORK YEAR

A. Bargaining unit positions shall be either 12-month positions or 10-month positions.

B. The Board shall have the right, in its sole discretion, to designate any newly created or vacant positions as either 10-month, ~~10 ½ month~~, or 12-month positions. Other 12-month positions may be converted to 10-month positions if the individual holding that position voluntarily consents to the change, such consent to be given in writing.

C. Salaries for 10-month positions shall be fixed at a level of 83.3% of the 12-month salary for the same job title, and salary guides for 10-month positions shall be deemed to have steps equal to 83.3% of the equivalent step on the appropriate 12-month salary guide. 10-month salaries shall be payable over 10 months. In the event that an incumbent 12-month employee voluntarily consents to a change in status to that of a 10-month employee, that individual's salary shall be frozen at its last 12-month level until such time as the appropriate step on the appropriate 10-month salary guide exceeds that frozen salary.

D. 10-month employees shall work the same calendar as 12-month employees for the period from September 1 through June 30.

E. The Board may, in its sole discretion, determine to assign a 10-month administrator to work up to an additional

ten (10) days per school year, to be scheduled in the last two (2) weeks of August. In the event that such additional work is assigned, affected administrators shall be compensated at their per diem rate. Notice of such August assignments shall be given to affected administrators not later than the immediately preceding June 1.

ARTICLE V

SICK LEAVE

A. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or for the purpose of receiving personal medical services. No other excuse will be permitted to be charged against this benefit.

B. If all current and accumulated paid sick leave has been exhausted, an individual may request additional paid sick leave for the current school year, through the Superintendent. The Superintendent shall have the discretion to recommend to the Board the number of days, if any, for such additional leave. The Board shall consider the recommendation of the Superintendent and approve, modify or disapprove such recommendation. If dissatisfied with the Board decision, the individual may appeal to the Board for a hearing on reconsideration within thirty (30) days. The decision of the Board shall be binding and not subject to arbitration. Any additional sick days which may be granted and unused at the close of the school year may not be added to the individual's accumulated sick leave account referred to in Paragraph C.

C. Administrators shall be credited with one (1) paid sick leave day per contract month or major fraction thereof to be used for the purposes defined in Section A. In the event less than ten/twelve (10/12) days of sick leave are utilized by any administrator covered by this Agreement,

there shall be credited to the administrator in his/her sick leave, the difference between the number of days actually used and ten/twelve (10/12) days in accordance with N.J.S.A. 18A:30-3.

D. No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent of Schools, an abuse is taking place in an individual situation. A doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

E. The Association shall assist in investigating and controlling alleged abuses of this policy.

F. Upon retirement or resignation after ten (10) years continuous employment, personnel covered under this Agreement shall be entitled to an unused sick leave benefit determined by the sick leave account balance, at the effective date of retirement or resignation, accumulated since the beginning of employment, ~~but not earlier than September 1, 1954,~~ in accordance with Section C, above. Payments under this Section shall be made at the rate of \$100 per day, to a maximum total payment of \$20,000. Said benefit shall be paid within sixty (60) days after the date of retirement.

ARTICLE VI

LEAVES OTHER THAN SICK LEAVE

A. CHILD REARING LEAVE

1. In the case of a birth or adoption placement of a child, any administrator shall have the right to apply for a leave without pay for child rearing purposes. Leave benefits provided pursuant to this Section shall be available to Administrators who are members of a domestic partnership of civil union established in accordance with the laws of New Jersey.

2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

3. In the case of female administrators, the application for child rearing leave may be made to become effective immediately upon the termination of the anticipated disability leave.

4. Child rearing leave may be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may, at the option of the Board, upon the request of the administrator, be extended for one additional school year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.

5. Where the birth or adoption placement of a child is anticipated during the first month of a school year

and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

6. Where a child rearing leave is requested, the administrator requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

7. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.

8. Where an administrator who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such administrator may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such administrator.

9. Anything to the contrary notwithstanding, a child rearing leave granted to a non-tenure administrator need not be extended beyond the end of the contract school year in which the leave is obtained.

10. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

B. DEATH IN THE IMMEDIATE FAMILY

1. Administrators may be granted a leave of absence, without loss of pay, for death in the immediate family, for five (5) school days commencing not later than the day after death. Immediate family to include wife, husband, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents and grandchildren or the Administrator's partner in a domestic partnership or civil union established in accordance with the laws of New Jersey.

2. Any additional leave, if granted, will be without pay.

C. DEATH IN THE NON-IMMEDIATE FAMILY

1. In the case of death of a relative not mentioned in Part B, the administrator with the approval of the Superintendent may be granted a one (1) working day leave of absence without loss of pay to attend the funeral.

2. Any additional leave, if granted, will be without pay.

D. DEATH - OTHER THAN RELATIVES

An administrator may be granted one (1) working day a year leave of absence to attend a death other than a relative.

E. ILLNESS IN IMMEDIATE FAMILY

A total of three (3) days per year will be allowed without loss of pay for serious illness in the immediate family.

F. QUARANTINE

No deduction will be made for an employee who is well but quarantined in the home. When submitting "REPORT OF ABSENCE" form for quarantine, satisfactory evidence must appear on or accompanying the form.

G. PERSONAL BUSINESS

1. Four (4) personal business days shall be allowed an administrator during each full contract year. There will be no carryover of unused personal business days from year to year.

2. A written request shall be sent to the Superintendent of Schools for personal day(s) to be taken prior or subsequent to a holiday or vacation. Permission to utilize personal business days shall not be required at any other time.

~~3. The Superintendent of Schools in his sole discretion (and not subject to the grievance procedure) may, upon request, grant an additional personal business day.~~

~~4.~~ 3. Personal business days available under this Agreement but unused shall accumulate, for the following purposes only:

a. Immediately prior to separation from the Teaneck Schools, employees will be entitled to payment for accumulated unused personal days since the beginning date of this Agreement.

b. Payment shall be made in accordance with the terms of Article V, Paragraph F. of this Agreement.

H. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY

In the event an administrator is unable to attend a lawfully assigned duty or meeting and has not received approval from the administrator's immediate superior or Superintendent of Schools for such absence, he shall, nevertheless, receive regular pay, less fifty dollars per day Class I and thirty dollars per day Class II.

I. ABSENCE DURING REGULARLY SCHEDULED DAY

A full daily salary deduction will be made whenever an administrator, for personal reasons, leaves his or her work, prior to a holiday or vacation, or subsequently returns a day or more late after the expiration thereof without the approval of the Superintendent of Schools.

J. WITNESS IN COURT

Administrators may be absent without loss of pay when the absence is in obedience to legal process. "Legal process" shall mean summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case to which the person summoned is not a party and also such that the individual has no option but to appear. When submitting "REPORT OF ABSENCE" form indicating

court compliance, satisfactory evidence must appear on or accompany the form.

K. SEPTEMBER AND JUNE REGULATIONS

In the event an administrator does not report for work at the opening of school in September or leaves work before the close of school in June, his/her salary for the months of September or June will be based on the actual number of days worked during September and/or June.

L. WORKERS' COMPENSATION INJURY

Administrators must inform the Business Office immediately of any absence due to an on-the-job injury for which a Workers' Compensation claim is filed. Leaves of absence granted under this section shall be controlled by N.J.S.A. 18A:30-2.1 of the New Jersey Education Laws.

M. PROFESSIONAL LEAVE

Administrators may be granted leave without pay for one (1) academic year for professional study or research. Such leave may be granted upon recommendation by the Superintendent of Schools and approval of the Board.

N. PROFESSIONAL DEVELOPMENT

The Superintendent may grant paid professional leave days to bargaining unit members for attendance at graduate courses approved pursuant to Article X or at other professional workshops or programs for which participation is initiated by the employee, up to a maximum of ten (10) such days per employee per school year. This Section shall not apply to attendance at programs for which attendance is

directed by the Superintendent or is otherwise a mandatory,
non-discretionary requirement of the employee's position.
Bargaining unit members who are granted leave pursuant to
this Section shall be expected to perform all of the
responsibilities of their assigned positions despite
absences from work.

ARTICLE VII

REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS

A. REPORTING ABSENCE

1. When absence is necessary, administrators must notify the designated person no later than 6:30 a.m. on the day of such absence.

2. If an unusual situation prompts an infraction of the above regulation, it should be promptly discussed with the Superintendent of Schools as soon as the individual's duties are resumed.

3. When reporting absences, individuals will indicate the reason for the absences and the appropriate durations thereof.

4. If illness necessitates leaving the building during the day, administrators will report this to the office of the Superintendent of Schools.

~~B. REIMBURSEMENT REGULATIONS~~

~~1. In order to secure salary reimbursement on account of absence, administrators will be required to fill out properly a "REPORT OF ABSENCE" which may be obtained in the Main Office of a school.~~

~~2. "REPORT OF ABSENCE" forms shall be submitted to the Business Office not later than noon on or before the first day of each calendar month or, in the case of extended absence, upon return to work. Failure to do so will necessitate an automatic deduction and a loss of the reimbursement privilege.~~

ARTICLE VIII

MEDICAL INSURANCE

A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator and in cases where appropriate according to the contract, for family (including domestic partnerships or civil unions established in accordance with the laws of New Jersey) and for other dependent plan insurance coverage.

1. For each administrator who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period. When necessary, premiums on behalf of the administrator shall be paid retroactively, or prospectively, to assure uninterrupted participation and coverage, subject to the regulations of New Jersey Blue Cross, Blue Shield and Prudential Insurance Company of America.

2. Provisions of the health-care insurance program shall be detailed in master policies and contracts with New Jersey Blue Cross, Blue Shield with Rider J and Major Medical Coverage.

3. Each Administrator may allocate some or all of the possible cash reimbursement to pay for dental costs not covered by the dental plan provided in accordance with Section C. of this Article.

4. Effective July 1, 2006, employee co-payment for prescription benefits shall be \$5 for generic drugs and \$10 for brand name drugs.

B. Wherever material is made available by the health care provider describing the provisions of the policies and such material is made available to the Board, the Board shall, in turn, distribute said materials to the administrators.

C. The Board will provide dental coverage for employees requesting such coverage, when such provision is made for any other group of Board employees, and in like manner with like coverage benefits as may be provided said other group.

~~D. The Board shall provide cash reimbursement to a maximum of \$300 per year per administrator to be utilized, at the discretion of each administrator, for the following benefits:~~

~~1. Each administrator may have an annual physical examination by a physician whose name appears on an approved list provided by the Board. Any administrator may submit the name of his or her personal physician for possible inclusion on the Board list.~~

~~2. Each administrator and his or her immediate family may participate in an optical plan providing for an annual eye examination and/or the purchase of eyeglasses or contact lenses.~~

~~3. Each Administrator may allocate some or all of the possible cash reimbursement to pay for dental costs not covered by the dental plan provided in accordance with Section C. of this Article.~~

~~4. Whether the individual administrator chooses to allocate all of the possible reimbursement to either the annual physical or the optical plan or part to each benefit, the total reimbursement for the individual administrator and his immediate family shall not exceed \$300 in any contract year. Effective July 1, 1998, the total reimbursement available for the individual administrator and his immediate family shall not exceed \$600 in any contract year.~~

~~E. D.~~ The Board shall provide for an income protection plan such as that provided by Washington National Insurance, or like carrier, for all administrators covered by this Agreement, and shall pay for the annual cost of such plan up to a maximum of \$300.00 per administrator. Effective with this Agreement, the long term disability insurance reimbursement rate shall be increased from 60 per cent of salary, with a maximum benefit of \$5000 per month, to 66-2/3 per cent of salary, with a maximum benefit of \$5000 per month.

~~F. E.~~ The Board shall have the right to change insurance carriers or to self insure, so long as substantially similar benefits are provided. In the event the Board contemplates changing insurance carriers or self insuring, all or a portion of its medical insurance

coverage, the Board will notify the Association in advance of such contemplated change and furnish to the Association a copy of the proposed new plan or program. If the Association grieves the proposed change of insurance carriers or self insurance by the Board on the basis that substantially similar benefits will not be provided, the matter may be referred to arbitration and in this instance only, the decision of the arbitrator, subject to law, will be binding.

ARTICLE IX

SALARY GUIDE AND SALARY REGULATIONS

A. During the life of this Agreement, the Board covenants and agrees to pay to the staff the salaries in accordance with the Administrative Salary Guides as hereinafter set forth in Schedule A. Such salaries shall be based upon percentage salary increases computed as follows:

~~1. Effective January 1, 2003, the Board shall provide bargaining unit members with an average salary increase of 3.9%, inclusive of increments. Salary guides reflecting these increases shall be jointly developed and approved by the parties. Salary guides shall be developed in accordance with a scattergram which reflects a bargaining unit consisting of 39 bargaining unit members and a total base salary effective November 2002 of \$3,305,852.~~

~~2. Effective January 1, 2004, the Board shall provide bargaining unit members an average increase of 3.9%, inclusive of increments.~~

~~3. Effective January 1, 2005, the Board shall provide bargaining unit members with an average salary increase of 3.9%, inclusive of increments.~~

~~4. Effective January 1, 2006, the Board shall provide bargaining unit members with an average salary increase of 2.2%, inclusive of increments.~~

1. Effective July 1, 2006, the Board shall provide bargaining unit members with an average increase of 4.5%, inclusive of increment. Salary guides reflecting

these increases shall be jointly developed and approved by the parties. Salary guides shall be developed in accordance with a scattergram which reflects a bargaining unit consisting of 31 employees and a total salary base of \$3,356,556.00.

2. Effective July 1, 2007, the Board shall provide bargaining unit members an average increase of 4.25%, inclusive of increments, with salary guides to be jointly developed and approved by the parties as set forth above.

3. Effective July 1, 2008, the Board shall provide bargaining unit members with an average increase of 4.25%, inclusive of increments. Salary guides shall be jointly developed and approved by the parties as set forth above.

The regulations covering the payment of salaries shall be as set forth in Salary Regulations and made a part hereof.

B. SALARY REGULATIONS

~~1. Minimum educational training required shall be a bachelor's degree.~~

~~2.~~ 1. Salary increments and/or adjustments shall be awarded on the basis of satisfactory service and shall not be considered automatic.

3. 2. Salary increments will be granted for personnel on leave of absence for overseas teaching or military service.

4. 3. Administrators with military training may be given credit, not to exceed four years, for their service as though it were teaching experience. Ten months of active duty shall equal one year of experience.

C. EXCEPTION CLAUSE

If any member of the administrative staff feels that s/he will be unable to comply with any section of these regulations, or that any section works an undue hardship upon him/her, s/he may present his/her case to the Superintendent of Schools for consideration. This presentation may be via the Association if the administrator so desires. Upon recommendation of the Superintendent of Schools, the Board may make individual exceptions to these regulations.

~~D. PERFORMANCE BONUSES~~

~~Effective July 1, 2003, bargaining unit members shall be eligible for performance bonuses in the form of up to five (5) days of additional vacation time per year. These performance bonuses shall be awarded at the sole discretion of the Superintendent of Schools. The Superintendent's decisions shall be final and shall not be subject to the contractual grievance procedure set forth in Article III.~~

ARTICLE X

EDUCATIONAL CREDIT PAYMENT PLAN

A. The Board will pay the cost of approved educational credits taken at an accredited institution (for certificated personnel) or institution approved by the Superintendent of Schools (for non-certificated personnel), subject to the following:

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses.

2. Upon completion of a course(s), a transcript must be submitted to the office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall not negate the payment, unless in the judgment of the Superintendent, with the advice of the In-Service Committee, it is the result of excessive absence. A second failure during the administrator's service in Teaneck shall not be reimbursed.

3. Payment will not include books, registration, or student fees, laboratory fees, etc., but is limited to payment for credits only.

4. Payment will be limited to no more than six (6) credits per semester during the school year (September 1 - June 30). There is no limitation imposed on the number of credits taken during the summer period.

5. The cost of services not completed shall be borne by the individual who shall reimburse the Board or have an equivalent payroll deduction.

~~6. The total of payments to be made by the Board under the terms of this article shall not exceed \$18,000 per year effective July 1, 2003, \$20,000 per year effective July 1, 2004, and \$22,000 per year effective July 1, 2005. No course payment shall be approved for administrators who apply after the aforementioned total payment has been expended.~~ The total of payments to be made by the Board under the terms of this Article shall not exceed \$27,000.00 per year effective July 1, 2006. No course payment shall be approved for administrators who apply after the aforementioned total payment has been expended.

B. In order to qualify for salary increments and/or salary adjustments that may be payable on or after January 1, 1998, certificated administrators and supervisors shall complete a minimum of six (6) graduate credits, or the approved equivalent, in the three (3) years immediately preceding the date on which such salary increments are scheduled to occur. This requirement can be met in accordance with the following standards and procedures:

1. Graduate courses or their equivalent must be directly related to the administrator's job responsibilities and must receive the prior approval of the Superintendent of Schools or his designee in order to qualify. In those cases in which it is proposed that educational activities other than graduate courses are to be used to satisfy all or part of the requirement, the notification of approval

shall specify the number of credit equivalents to be given for each activity.

2. Courses taken in degree programs and compensated pursuant to Section A. of this Article may also be used to satisfy this requirement.

3. The Board shall make available a sufficient number of in-service courses each year so that an administrator who successfully completes all such courses in a three year period may satisfy this requirement. The number of credit equivalents to be awarded for each in-service course shall be specified at the same time as the availability of each in-service course is announced.

4. Administrators may apply to have work done in connection with the preparation and presentation of papers at workshops or conferences considered as equivalent for satisfying this requirement. Attendance at such workshops and conferences may also be considered for credit although the Superintendent may require as a condition for approval that the applicant engage in additional work including, but not limited to, making one or more in-district presentations about the workshop or conference.

5. In addition to credit for educational activities such as those described above which an administrator voluntarily selects, those activities in which an administrator is directed to participate at Board expense, may also be considered for credit in satisfying this requirement.

6. If an administrator fails to satisfy this requirement by utilizing one or more of the methods set forth above, he may still do so by taking appropriate courses or equivalents at his own expense.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its administrators dues for the Teaneck Association of Administrators and Supervisors. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e), and under the rules established by the State Department of Education. Said moneys together with records of any corrections shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such moneys to the appropriate association or associations.

~~B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change, and shall furnish to the Board the new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make the further individual deductions authorized by the members.~~

C. B. The Association will provide the necessary "checkoff authorization" form and the Association will

secure the signatures of its members on the forms and deliver the signed forms to the Superintendent, or his/her designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization forms submitted by the Association to the Board.

~~D.~~ C. The program now in force for payroll deductions with the Teaneck School Employees Federal Credit Union shall remain.

~~E.~~ D. An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A:66-127 et seq., and the terms of a group contract approved by the Board.

~~F.~~ E. Said group contract may make provisions for individual tax sheltered annuity contracts according to terms agreed to between the Board and the Association, provided such terms do not restrict the rights of other employees who are not members of the Association.

ARTICLE XII

VACATIONS

A. Twelve-month administrative personnel shall be entitled to:

1. During the first five (5) complete years of employment and less than a complete first year of employment as an administrator in Teaneck, administrative personnel shall be entitled to earned vacation at the rate of 1.7 days for each month or major fraction thereof worked, not to exceed a fiscal year (July 1 - June 30) total of twenty (20) days earned vacation.

2. Starting with the first day of the sixth consecutive complete year of employment as an administrator in Teaneck, administrative personnel shall be entitled to earned vacation at the rate of 2.1 days for each month or major fraction thereof worked not to exceed a yearly total of twenty-five (25) days earned vacation.

B. Administrative personnel schedules for the taking of earned vacation time are subject to the approval of the Superintendent of Schools. The Superintendent of Schools shall base his approval or disapproval on taking such time as shall be consistent with the needs and best interests of the Teaneck Schools.

C. 1. Earned vacation time not taken by the end of the third fiscal year after it was earned up to a maximum of seventy-five (75) days shall be deemed to be lost and unrecoverable, except in no case shall the administrator

lose earned vacation time as a result of disapproval by the Superintendent of Schools.

2. Upon retirement or resignation, an administrator or supervisor shall be paid by the Board for up to fifty (50) accumulated vacation days; said time shall be paid in wages, not subject to pension, at the per diem rate paid during the year(s) in which the time was earned, multiplied by the number of days to be redeemed.

3. This benefit shall have no effect upon the vacation buy-back provisions of this Agreement, outlined in Article XII, Section E, subsections 1 and 2, below.

D. The provisions of this article will apply to the positions of Supervisor of Maintenance and Operations. Time calculations will be determined from the time of appointment as Supervisors.

E. Administrators and supervisors, subject to the approval of the Superintendent of Schools, may redeem, each year, a maximum of one week (5 days) earned vacation time.

1. Said time will be redeemed by the Board, in wages (not subject to pension), at the per diem rate earned during the year for which the vacation time is earned, multiplied by the number of days to be redeemed.

2. Oldest earned vacation time must be redeemed first.

ARTICLE XIII

ADMINISTRATIVE VACANCY

No position of an administrative nature shall be eliminated without discussion being had between the Association, the Superintendent and the Board. The decision of the Board shall be final and binding and shall not be subject to the grievance procedure.

ARTICLE XIV

SECRETARIAL SERVICES

~~Secretarial help shall be available to the elementary administrators one week prior to the opening of school.~~

ARTICLE XV ARTICLE XIV

PROMOTIONS

A. Promotional positions are defined as being those positions either paying a salary differential and/or positions on the Administrative-Supervisory levels of responsibility, whether established or newly created.

B. Such positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school at least two weeks before the final date when applications must be submitted, and a copy of the notice sent to each administrator. A copy of the notice shall be given to the Association at the time of posting. Administrators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such applications. Where the position requires specific certification, the administrator interested in applying for such a position shall indicate in his/her application the qualifications possessed by him/her.

2. Administrators who desire to apply for promotional positions which may be filled during the summer period when the administrator is not regularly on duty, shall submit their names to the Superintendent, together with the position for which applicant desires to apply and

the address where the applicant can be reached during the summer. The Superintendent shall notify such applicants of any vacancy in the positions for which they desire to make application. In addition, the Superintendent shall, within the same period of time, post a list of promotional positions to be filled during the summer period at the principal's office in each school, and a copy of said notice shall be given to the Association.

3. In connection with the posting of notices for vacancies and promotional positions, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth.

4. All administrators shall be given reasonable opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all participants and other relevant factors. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

C. The parties recognize that the ultimate responsibility for making all appointments rests with the Board, and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

D. In those situations where the finalists are considered to offer comparable ability in job training and potential, preferences shall be given to Board employees.

ARTICLE XVI ARTICLE XV

BOARD RIGHTS

A. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including but not limited to the following:

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal agency regarding these matters.

Whenever any of the positions covered by this Agreement are vacated by the incumbent as of the date of signing of this Agreement, the Board in its sole discretion may adjust the work year of the vacated position to be a ten, eleven or twelve month position.

3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable

laws and decisions of any State or applicable Federal agency.

5. To make the final determination in these areas where responsibility and/or authority have been delegated.

6. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitation, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws or the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions of duly authorized governmental agencies or by appropriate courts of competent jurisdiction.

B. The exercise of the powers, rights, authority, duties and responsibility of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its legal powers, rights, authority, duties and responsibilities under N.J.S.A. 18A or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE XVII ARTICLE XVI

MISCELLANEOUS

A. Two (2) directors of the Association will be permitted one (1) hour each per week release time for the purpose of conducting the affairs of the Association. Such time off is to be arranged between the Superintendent of Schools and each director and cannot conflict with assigned duties.

B. A total annual amount of nine thousand dollars (\$9,000.00) will be budgeted for professional travel, conferences and professional materials purchased in conjunction with the administrators' employment, all of which are subject to the prior approval of the Superintendent of Schools. Effective for the school year beginning July 1, 2003, this amount shall be increased to \$12,000 per year. Requests for such reimbursement will be made on a form provided by the Board and such form shall indicate the date by which approval or disapproval is desired. The Superintendent of Schools will, in his discretion, approve or disapprove of such reimbursement request within thirty (30) days of the request being made. No request will be honored above the amount of three hundred fifty (\$350.00) dollars. Effective January 1, 1999, no request will be honored above the amount of seven hundred (\$700.00) dollars.

C. Administrators and supervisors who utilize their automobiles for approved school business will be entitled to reimbursement on the following basis:

1. All administrators and supervisors who utilize their automobiles on a routine daily basis in traveling between buildings within the district shall be entitled to a yearly flat rate reimbursement, paid in twelve (12) monthly installments in accordance with the Board established rates. No administrator or supervisor shall be required to maintain either "daily" or "per trip" travel logs.

2. The mileage allowance is twenty-eight cents (\$0.28) per mile for approved travel in accordance with Board Rules and Regulations.

D. Department Chairs may be assigned up to three (3) block periods of teaching assignments in any two (2)-day cycle.

ARTICLE XVIII- ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement between the Board and the Association, or any application of this Agreement to any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall be affected thereby and shall continue in full force and effect.

ARTICLE XIX ARTICLE XVIII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties for the life of this Agreement of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

~~ARTICLE XX~~ ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall become effective ~~January 1, 2003~~
July 1, 2006 and shall remain in full force and effect
through ~~June 30, 2006~~ June 30, 2009.

TEANECK BOARD OF EDUCATION

TEANECK ASSOCIATION OF
ADMINISTRATORS AND SUPERVISORS

Margaret Angeli, President
Henry Pruitt

Janice Dowd, President
Barbara Pinsak

Attest:

Michael Donow,
Robert S. Finger,
Board Secretary

Secretary

Date

Date