

**MONTVALE PUBLIC SCHOOLS
MONTVALE, NJ**

AGREEMENT

between the

MONTVALE ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

and the

BOARD OF EDUCATION OF THE

BOROUGH OF MONTVALE

COUNTY OF BERGEN, NEW JERSEY

2009-2012

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PREAMBLE

This Agreement, by and between the Board of Education of Montvale, County of Bergen, State of New Jersey (hereinafter called the “Board”) and the Montvale Administrators’ and Supervisors’ Association (hereinafter called the “Association”), is entered into on this 26th day of October 2009.

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment on behalf of certificated administrative personnel in the following positions:

1. Memorial School Principal,
2. Fieldstone Middle School Principal,
3. Fieldstone Middle School Assistant Principal,
4. Supervisor of Special Services, and
5. Supervisor of Curriculum and Instruction.

All positions are twelve (12) month positions with the exception of the Assistant Principal position which is a ten and one-half (10 ½) month position.

B. Unless otherwise indicated, the terms, “Employees” or “Employee,” when used hereinafter in this Agreement, shall refer to all administrative and supervisory personnel represented by the Association in the negotiating unit as defined above.

ARTICLE II CERTIFICATION

Every Employee shall possess a valid New Jersey School Administrator's Certificate, Principal's Certificate, or Supervisor's Certificate, as applicable, pursuant to **N.J.A.C. 6A:9-12.1 et seq.**

ARTICLE III DUTIES

In consideration of the employment, salary, and fringe benefits herein, the Employee hereby agrees to the following:

- A. To faithfully perform the duties of his/her position in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, policies which are adopted from time to time by the Board, and the job description for the position, and
- B. To devote his/her full time, skills, labor, and attention to this employment during the term of this Agreement.

ARTICLE IV INSURANCE PROTECTION

1. The Board will make payment of insurance premium(s) as stated in Paragraph 2 below in order to ensure uninterrupted coverage to provide insurance commencing July 1 and ending June 30. In the event the Board changes insurance company(ies) there will be no loss in protection or benefits.

2. STATE HEALTH BENEFITS PLAN (Horizon Blue Cross/Blue Shield) and DELTA DENTAL PREMIER PLAN:

A. The Board will pay the premiums in effect July 1, 2009 for the Employee, inclusive of dependents, for State Health Benefits Plan or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above this rate in effect on July 1, 2009 will be subject to negotiations in the successor agreement.

B. Employees hired July 1, 2000 or later:

The Board will pay 80% of the premium in effect July 1, 2009 for the Employee for single coverage for Dental Plan of NJ or equal dental insurance and the Employee will pay 20% of single coverage premiums. The Employee may purchase dependent coverage and reimburse the Board through payroll deductions. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and Employee 80%/20%, respectively, through June 30 of the contract period; however, any payment by the Board above the rates in effect on July 1, 2009 will be subject to negotiations in the successor agreement.

Employees hired prior to July 1, 2000:

The Board will pay 80% of the premiums for the Employee and dependents for Dental Plan of NJ or equal dental insurance and the Employee will pay 20% of his/her premiums. Any increase in the cost of dental benefits during the contract period shall be shared by the Board and the Employee. The Board shall be responsible for 80% of the increase in dental premiums and the Employee shall be responsible for 20% of the increase in dental premiums. However, any payment by the Board above the rate in effect on July 1, 2009 will be subject to negotiations in the successor agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.

3. The Board will provide the Employee with a description of conditions and limits of coverage of the health-care insurance protection as supplied by the company(ies) provided under this Article.

4. The Board will provide a self insurance vision plan in which the Employee may be reimbursed, on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician, or any eye care specialist establishment, and/or corrective lenses/frames, for up to the first \$250 and 50% of the next \$100. The Board will authorize payment within thirty (30) days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health-related problem, the Board reserves the right to request to have the receipts submitted to the State Health Benefits plan first, and then, if rejected, the Board will reimburse as per provision of this paragraph.

ARTICLE V VACATIONS/HOLIDAYS

A. Vacations

The 12-month Employee will be granted twenty (20) days paid vacation days annually after being employed a full year commencing July 1 and taken when school is not in session. An exception may be granted for special cases, subject to approval by the Superintendent, with advance notice. After 5 years of employment extra vacation days will be granted as follows:

5-8 years of employment	21 days total
9-12 years of employment	22 days total
13-16 years of employment	23 days total
17-20 years of employment	24 days total
20+ years of employment	25 days total

The maximum vacation days that can be earned are 25 which shall occur after 20 years of employment.

The 12-month Employee employed for less than the full fiscal year, or in a position less than 100%, will have vacation entitlement prorated.

Effective June 30, 2006, a maximum of ten (10) unused vacation days may be carried over into the next year with the written permission of the Superintendent.

The Superintendent will distribute a “Request for Summer Vacation Schedule” to be returned by June 15. Requests will be reviewed and approved by June 30. Vacation days may not be granted two (2) weeks prior to school opening.

B. Holidays

The 12-month Employee shall be entitled to holidays as noted on the Office Employment Calendar (as approved by the Board annually).

The 10 ½-month Employee shall be entitled to holidays as noted on the teachers’ calendar from September through June.

ARTICLE VII ABSENCES

1. Sick Leave

All twelve-month full-time Employees shall be entitled to twelve (12) sick leave days each year as of July 1 of each school year. Twelve-month part-time Employees shall be entitled to a pro-rated share of the twelve (12) sick leave days. All ten-and-a-half-month Employees shall be entitled to ten-and-a-half (10 1/2) sick leave days each year as of July 1 of each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Other Leaves: The Employee will be entitled to the following non-cumulative leaves of absence with full pay:

A. Bereavement

- i. In the case of the death of a parent(-in-law), spouse/civil union partner or children, the Employee shall be granted a leave of absence not in excess of five (5) working days.
- ii. In the case of the death of a brother (-in-law), sister(-in-law), or grand-parent(s)(-in-law) residing in the household, the Employee shall be granted a leave of absence not in excess of five (5) working days.
- iii. In the case of the death of a brother (in-law), sister(-in-law), grandchild, or grand-parent(s)(-in-law) not residing in the household, the Employee shall be granted a leave of absence not in excess of three (3) working days. In the case of the death of an aunt or uncle, the Employee shall be granted a leave of absence of three (3) working days. If travel beyond 200 miles is required, an additional one (1) working day may be permitted with the approval of the Superintendent.

All absences are to be within the seven (7) calendar days immediately following the day of death. The Employee will be allowed to use one (1) of the above days within twenty-one (21) calendar days for matters associated with the bereavement.

B. Personal Business Days

Administrators and supervisors who require time to take care of personal matters during the work day shall submit, in advance, a written request to the Superintendent on the standard district spending form specifying the reason/s for said request. The Superintendent will take all factors into consideration including, time of year, events within the school system and the potential impact of the employee's absence on the requested day. The decision of the Superintendent is final.

C. Illness in the Family

Four (4) days absence will be granted with pay for absence because of illness in the family, specifically, child, parent, parent-in-law, spouse/civil union partner, brother, sister, or grandparent, for illness which the attending physician considers sufficiently serious to require the Employee's presence at the bedside. A doctor's certificate may be required by the Superintendent if, in his/her opinion, one is needed to document said leave.

D. Temporary Leave

Any other application for temporary leave of absence for good cause not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and Board for decision.

ARTICLE VI PAYMENT FOR ACCUMULATED SICK LEAVE

Employees who have been continuously employed for a minimum of seven (7) years in the Montvale School District and voluntarily choose to leave the district and whom the Superintendent deems to have performed their duties in a satisfactory manner shall receive payment for their accumulated sick days at the rate of \$100 per day up to a maximum amount of \$20,000.

ARTICLE VIII TUITION REIMBURSEMENT

The Board agrees to reimburse the Employee for up to six (6) graduate credits not to exceed a maximum of \$2,500 per twelve (12) month school year toward the cost of tuition for courses approved by the Superintendent. Reimbursement shall be payable upon satisfactory completion (grade B or better, or pass/fail, if applicable) of the course as deemed by the school attended and either the official transcript or grade report verified by the Superintendent. Fifty percent (50%) of reimbursement will be on or about June 30 of that school year and the remaining fifty percent (50%) the following June 30, provided the Employee is still a member of the school district.

ARTICLE IX CONFERENCES/WORKSHOPS/MEMBERSHIPS

The Employee shall be permitted to attend professional conferences or workshops, or request membership in professional associations, provided that requests for the same are submitted to the Superintendent at least thirty (30) days in advance of the conference or workshop or the date membership dues must be paid. Provided that the Superintendent approves the same and that the Board has enough funds allocated, the Board shall pay the cost of the same, but the cost to the Board for the above shall not exceed \$2,000 annually per employee. Any money not committed by April 1st for individual use will be pooled for use by any employee without regard to the \$2,000 individual limit. Employees must apply to the superintendent by May 1st in order to utilize the pooled funds.

ARTICLE X TRAVEL REIMBURSEMENT

The Employee shall be reimbursed for travel expenses incurred while on district business or while attending conferences or workshops at the Board-approved rate, not to exceed the annual budget allocation.

ARTICLE XI SALARY

A. The Employees' annual salary shall be the following:

	2009-2010	2010-2011	2011-2012
Nancy Drabik	\$138,112	\$142,946	\$147,949
Audrey Levi	\$134,454	\$139,160	\$144,031
Brian Chinni *	\$ 87,557	\$ 90,621	\$ 93,793
Mark Maire	\$124,200	\$128,547	\$133,046
David Collier	\$ 77,625	\$ 80,342	\$ 83,154

* Salary reflects employment on a sixty percent (60%) basis.

Newly hired employees shall be paid a salary no less than the minimum salary set forth in Appendix A and no more than the maximum salary set forth in Appendix A. The initial salary shall be determined by the Board and the newly hired employee. Future salary increases shall be based on the salary increase negotiated by the Board and Association. All references to individuals receiving payment of salaries in excess of the amount set forth on the maximum salary on the applicable salary schedule shall be deleted from this Agreement when the person entitled thereto resigns from the District.

- B. A 12-month Employee's salary shall be paid in installments of one-twenty fourth (1/24th) of the annual salary in accordance with the schedule of salary payments in effect for other certified employees. 10 ½-month Employees shall be paid in twenty (20) installments, September through June.
- C. Any required per diem adjustments to a 12-month Employee's salary will be calculated as 1/260th of the annual salary. Any required per diem adjustments to a 10 ½-month Employee's salary will be calculated as 1/210th of the annual salary.
- D. Throughout the term of this Agreement, the Employee's annual salary shall not be reduced, except that the parties recognize the Board's right, for reasonable cause, to withhold the Employee's salary increase pursuant to N.J.S.A. 18A:29-14.

ARTICLE XII EVALUATION

- A. The Superintendent shall provide written evaluations as prescribed by Board policy, statute, and regulations. Each evaluation will be reviewed with the Employee by the Superintendent.
- B. Employee shall sign all copies of the written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of the Employee's personnel file without the Employee's signature. Further, the Employee shall receive a copy of each written evaluation.
- C. A conference shall be arranged between the evaluator and the Employee as soon as possible after receipt of the written evaluation by the Employee in compliance with N.J.A.C. 6:3-4.1 and 4.3. At such time, the Employee is entitled to have his/her objection to said evaluation heard and appended to the evaluation report.

ARTICLE XIII BOARD'S RIGHTS

The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, by the decisions of the courts of the United States and of the State of New Jersey, the Commissioner of Education, and the State Board of Education of the State of New Jersey, subject to the terms of this Agreement.

It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XIV GRIEVANCE PROCEDURE

- A. In the event that the Employee believes that one or more of the provisions of this Agreement is being violated, the Employee shall discuss his/her complaint with his/her immediate supervisor no later than fourteen (14) work days after the alleged violation. If the Employee's immediate supervisor is the Superintendent, the Employee shall instead follow the procedures outlined below.
- B. In the event that the immediate supervisor is unable to resolve the complaint to the Employee's satisfaction within ten (10) work days, the Employee shall be entitled to file a complaint with the Superintendent. Said complaint shall be in writing and must be received by the Superintendent within thirty (30) work days of the alleged violation. The Superintendent will, within ten (10) work days following receipt of the complaint, render a determination in writing.
- C. In the event that the Employee deems the Superintendent's determination to be unfavorable, the Employee may request consultation with the Superintendent within five (5) work days.
- D. In the event that the consultation does not resolve the complaint, the Employee shall be entitled to file his/her complaint with the Board within five (5) work days of the consultation.
- E. The Employee may request a hearing before the Board and may be accompanied by a representative of his/her choosing. Within thirty (30) days following receipt of the complaint, the Board shall render a written decision.
- F. If the Employee is not satisfied with the Board's decision, he/she may within five (5) work days request in writing that the Association submits the grievance to arbitration. If the Association determines that the grievance is meritorious, it may file a request for a panel of arbitrators with the Public Employment Relations Commission (hereinafter referred to as "P.E.R.C.") within ten (10) work days from the date of receipt of the Board's decision. Failure to timely file a request shall be deemed an abandonment of the grievance.
- G. The selection of the arbitrator shall be determined in accordance with the rules of P.E.R.C. The decision by the arbitrator shall be advisory. He/she shall not add to, subtract from, or modify the terms of this Agreement. The costs of the arbitrator shall be borne equally by the parties.

ARTICLE XV TERMINATION

- A. The parties hereto agree that in the event the Employee's certification is permanently revoked, all provisions of this Agreement shall automatically terminate, and if the Employee is lawfully precluded from performing his/her duties by any judgment, order, or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Agreement shall terminate and the Employee's employment shall cease.
- B. The Employee may terminate his/her employment at any time for any reason by giving the Board sixty (60) days written notice of his/her intention to terminate his/her employment.
- C. **TENURED EMPLOYEE:** Throughout the term of this Agreement, the Employee shall be subject to dismissal only for inefficiency, unbecoming conduct, incapacity, or other just cause in accordance with the provisions of Title 18A and applicable State Board of Education regulations. Should the Board act to dismiss the Employee for cause, it will act in accordance with the provisions of Title 18A and applicable State Board of Education regulations. Nothing contained herein shall prevent the Board from abolishing any position covered by this Agreement.
- D. **NON-TENURED EMPLOYEE:** The parties agree that the Board may terminate the Employee at any time for any reason by the Board giving the Employee sixty (60) days written notice of its intention to terminate his/her employment. Nothing contained in this Agreement shall be interpreted as preventing the Board from terminating the Employee at any time, without notice, where there exists good cause for the Employee's immediate dismissal. Discharge for cause shall constitute conduct which is seriously prejudicial to the school district, neglect of duty, inefficiency, or incompetence. The Board shall provide the Employee with written notice of said cause.

ARTICLE XVI MISCELLANEOUS

- A. The terms and conditions of this Agreement shall not be modified except by the written consent of both parties hereto.
- B. 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 federal or State law, the terms of this Agreement shall take precedence over the contrary provision of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- C. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal in federal or State law, the remainder of this Agreement not affected by such a ruling shall remain in force.
- D. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to Employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any 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 executed this Agreement.
- G. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be subject of negotiations until the commencement of the negotiations for a successor Agreement.

ARTICLE XVII DURATION

This Agreement shall be effective July 1, 2009 and remain in effect through June 30, 2012. This Agreement shall not be extended orally. If a successor agreement is not entered into on or before June 30, 2012, the present Agreement shall remain operative and binding upon all parties until such successor Agreement becomes effective.

IN WITNESS WHEREOF the Montvale Board of Education hereto has caused this Agreement to be signed by its president, attested to by its secretary, and its corporate seal to be placed hereon; and the Montvale Administrators and Supervisors Association has hereunto set its hand this 26th day of October, 2009.

WITNESS

MONTVALE BOARD OF EDUCATION

By: _____
Marian Latz
Board Secretary/School Business
Administrator

By: _____
Marie Muller-Noonan
Board President

DATED:

DATED:

WITNESS

MONTVALE ADMINISTRATORS' AND
SUPERVISORS' ASSOCIATION

By: _____

By: _____
Nancy Drabik
President

DATED:

DATED:

APPENDIX A

STARTING SALARY SCHEDULE

	Minimum	Maximum
Principal	\$100,000	\$150,000
Assistant Principal	\$ 70,000	\$ 95,000
Supervisor	\$ 80,000	\$140,000