

4-1203

02-61

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
1989
RUTGERS UNIVERSITY

AGREEMENT

between the

TENAFLY BOARD OF EDUCATION

and the

TENAFLY ADMINISTRATORS AND
SUPERVISORS ASSOCIATION

for the period beginning

July 1, 1989

X

and ending

June 30, 1991

TABLE OF CONTENTS

<u>Article</u>	<u>Contract Provision</u>	<u>Page</u>
I	Preamble.....	1
II	Recognition.....	1
III	Administrative Rights and Responsibilities.....	1
IV	Association Rights and Privileges.....	1
V	Employment Period.....	1
VI	Credit Union and Tax Sheltered Annuity.....	1
VII	Salary.....	2
VIII	Professional Development Activities.....	3
IX	Insurance Protection.....	3
X	Physical Examination.....	3
XI	Sick Leave.....	4
XII	Leaves With Pay.....	4
XIII	Jury Duty, Subpoena or Legal Process.....	4
XIV	Extended Leaves of Absence.....	5
XV	Sabbatical Leave.....	6
XVI	Vacations.....	6
XVII	Administrative Vacancies.....	6
XVIII	School Calendar.....	6
XIX	Grievance Procedure.....	7
XX	Fully Bargained Provision.....	7
XXI	Miscellaneous Provisions.....	8
XXII	Term of Agreement.....	8

ARTICLE I

PREAMBLE

This Agreement made by and between the Tenafly Board of Education (hereinafter "Board") and the Tenafly Administrators/Supervisors Association (hereinafter "Association") represents the complete and final understanding of all negotiable issues between the parties.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following personnel only: all full-time certificated building principals, all full-time certificated vice principals, the Director of Athletics, the Director of Student Services, the Director of Adult and Continuing Education, and Department Chairs. All other personnel employed by the Board are specifically excluded herein. Whenever the term "Administrator" is used, it should apply to all the stated positions, both 12 month and 10.5 month, except where otherwise noted.

ARTICLE III

ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

The Board recognizes and acknowledges that the members of the Association are professionals and are considered by the Board to be management personnel. It is recognized by the Association that the Board maintains certain managerial prerogatives under the laws of the State of New Jersey and that there are certain generally accepted managerial prerogatives which the Board customarily has had in the past. The parties mutually agree to respect each others rights in these regards and such mutual recognition and respect shall be evidenced in their dealing with each other.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in regular pay.
- B. The Association shall be permitted, within reasonable limitations, to transact official Association business on school property when school is not in regular session, provided that this does not interfere with or interrupt school operations. During such periods, school equipment such as typewriters and duplicating equipment shall be available to the Association members, so long as such equipment is not otherwise in use. The Association shall pay for the cost of all materials, supplies, and equipment incidental to such use.

ARTICLE V

EMPLOYMENT PERIOD

Each administrator is employed from July 1 to June 30 of the succeeding year, except Department Chairs, who will work 10.5 months between July 1st and June 30th. All Department Chairs will work the same 10 month Board approved calendar for teachers plus an additional .5 of a month. Administrators shall be available at all reasonable times as requested by the Superintendent of Schools. Department Chairs shall be assigned one less teaching assignment than is normal in a particular department. This is subject to review by the Superintendent of Schools who will in turn recommend any possible modifications to the Board of Education.

ARTICLE VI

CREDIT UNION AND TAX SHELTERED ANNUITY

The Board agrees to make payroll deductions for the East Bergen Teachers Federal Credit Union deposits, and Prudential Insurance Company of America Group Tax Deferred Annuity Plan deposits, as may be requested by Administrators and deposit these funds in such manner as may be prescribed by law.

ARTICLE VII

SALARY

<u>Position or Classification</u>	1989-90		1990-91	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
High School Principal	\$75,750	\$78,750	\$80,977	\$84,184
Middle School Principal	70,250	73,750	75,097	78,839
Elementary Principal	64,250	67,250	68,683	71,890
Director	62,000	65,000	66,278	69,485
Secondary Vice-Principal	60,750	63,750	64,942	68,149

Department Chairs: There will be a 3-step guide for Department Chairs.

Step I. The first step is for any new appointments. They will receive \$3,800 per year in addition to wherever they will be placed on the Teachers' guide until they reach the 13th step of the Teachers' guide, at which time they will move to the appropriate step of the Department Chairs' guide.

Step II. 1989-90 - \$55,000., 1990-91 - \$58,795. This step is for non-tenured Department Chairs who have received 13 or more years of credit.

Step III. 1989-90 \$58,000., 1990-91 - \$62,002. This step is for all tenured Department Chairs who have received at least 13 years of credit.

GENERAL PROVISIONS

1. All administrators, excluding Department Chairs, are assigned to Step 1 until tenure in their unit title is acquired, at which point Step 2 is attained.
2. In addition to the above, during the first year of the contract, \$18,370.00, and the amount of \$32,700.00 during the second year, are to be divided among the Administrators as merit pay through a plan directed by the Superintendent. At least one-half of the full amount is to be awarded each year. The payments are to be made in a one-time check at the conclusion of the school year. The amounts are dependent upon the Superintendent's recommendation and Board approval.
3. There will be an additional \$2,500 for those tenured Department Chairs appointed July 1, 1989, who have a doctorate degree and have been with the district for 12 years or more. Department Chairs who are non-tenured and have a doctorate degree and have been with the District for 12 years or more will be paid \$1,500 more than the teachers salary guide at the Ph.D level and comparable years experience.
4. The details of the merit pay plan are as follows:
 - a. The merit pay plan will begin in the 1989-90 school year.
 - b. The new evaluation form approved by the Board of Education in July of 1987 will be used as the instrument for part of the merit pay evaluation.
 - c. Criteria for judging merit pay disbursements will be recommended to the Board of Education by the Superintendent after consultation with the T.A.S.A. This process will be expedited by all parties.
 - d. Only those administrators who are finally approved by the Superintendent and Board for merit pay will receive such pay.
 - e. The merit pay will be issued in a separate check with a covering letter from the Superintendent in June 1990 and 1991.
 - f. The names of the meritorious administrators will be given to the Board of Education in closed session.
 - g. Merit pay is not eligible for retirement deductions and is not part of the base salary.

ARTICLE VIII
PROFESSIONAL DEVELOPMENT ACTIVITIES

- A. With the prior written approval of the Superintendent of Schools, each administrator may be reimbursed for all professional travel expenses while on Board of Education business.
- B. With the prior written approval of the Superintendent of Schools, the Board of Education shall pay the cost of professional membership fees for organizations directly related to education for all administrative staff.
- C. With the prior written approval of the Superintendent of Schools, the Board of Education shall pay for the cost of professional meetings and seminars and tuition for all administrative staff.
- D. The maximum amount the Board of Education will pay each administrator pursuant to Sections A, B, and C of this Article shall be eight hundred (\$800.00) dollars.
- E. If the full amount of \$800 is not spent in the first year of the contract, it can be carried over and credited to the administrator for the second year of the contract.
- F. Dues for one professional State association for each administrator at his/her administrative level will be reimbursed.

ARTICLE IX
INSURANCE PROTECTION

A. Health Insurance

The Board shall, pursuant to appropriate rules and regulations relating to the State Health Benefits Program, pay one hundred (100%) percent of the cost of the State Health Benefits Plan (which shall include Blue Cross, Blue Shield, Rider J and Major Medical) for those administrators herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the spouses and dependent children of such administrators.

B. Contributions Towards Cost of Dental Plan

The Board shall, for the benefit of those administrators herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the benefit of the spouses and dependent children of such administrators, contribute during the 1989-90 and 1990-91 school years (July 1 - June 30) a sum equal to the number of administrators on staff as of each September times 12 times \$42.20 for 1989-90 and \$47.26 for 1990-91 toward the purchase of a dental plan.

In either 1989-90 or 1990-91, any increased or lessened costs resulting from staff fluctuations shall be borne by, or shall inure to the benefit of, the Board.

ARTICLE X
PHYSICAL EXAMINATION

Each administrator who has attained tenure in his/her unit title shall be entitled to, on a biennial basis, a full medical examination by a physician of his/her own choosing. This examination shall not be required by the Board of Education, except when the Board deems it appropriate in special or extraordinary circumstances. The Board of Education shall reimburse the cost of such physical examination to a maximum of one hundred seventy (\$170.00) dollars upon submission of the report to the Superintendent of Schools. The report shall be retained by the Superintendent in a confidential personnel file. A copy of the report will be given to the administrator. The \$170.00 can be used for more than one physical examination as long as the total amount paid to an individual over the two year contract is no more than \$170.00.

ARTICLE XI
SICK LEAVE

A. Cumulative Sick Leave

Each 12 month administrator shall be entitled to fifteen (15) days of annual sick leave and each Department Chair or 10.5 month employee shall be entitled to fourteen (14) days of annual sick leave which shall accumulate from year to year with no maximum limitation.

B. Unused Sick Leave

1. Pay for unused accumulated sick leave upon actual retirement pursuant to T.P.A.F. (not for resignation, dismissal or deferred retirement) shall be paid at the rate of \$50 per day to a maximum of \$2,000.
2. Payment
 - a. Payment shall be made according to the option selected by the retired Administrator. The following options are available:
 - 1) A lump sum payment in September of the year of retirement (if retired by June 30).
 - 2) A lump sum payment in January of the year following the year of retirement.
 - 3) Ten (10) equal monthly installments beginning in September of the year of retirement and ending in June of the year following the year of retirement.
 - 4) Five (5) equal monthly installments beginning in January of the year following the year of retirement and ending in May of the year following the year of retirement.
 - b. In the event of the death of a retired Administrator prior to that Administrator's having received all of that Administrator's additional remuneration, that Administrator's estate shall be paid the remainder in accordance with the optional plan selected by that Administrator.

ARTICLE XII
LEAVES WITH PAY

Subject to the discretion and approval of the Superintendent of Schools, each administrator shall be entitled to leave to attend to affairs which cannot be handled outside of regular school hours in order to take care of personal emergencies which necessitate his/her being absent from school.

ARTICLE XIII
JURY DUTY, SUBPOENA OR LEGAL PROCESS

Required absence by an administrator by reason of required jury duty, a subpoena, legal process issued by a court of competent jurisdiction, expect that an administrator serving on required jury duty shall receive the regular per diem contracted salary less any monies received for service for jury duty, and no salary shall be paid to an administrator for time spent in court or before any administrative agency in any case involving an action instituted by an administrator against the Board. The subpoena or other evidence of legal process as to the administrator's required attendance in court or before any administrative agency shall be filed with the Superintendent or his designee.

ARTICLE XIV
EXTENDED LEAVES OF ABSENCE

- A.
1. Requests from tenured employees for leave of absence on account of extended illness, on account of child rearing, preparation of childbirth, or adoption, shall be acted upon individually by the Board on the recommendation of the Superintendent, in its sole discretion.
 2. Extended leaves for preparation for childbirth, child rearing, or adoption shall run from their commencement date until the end of that school semester. Extended leaves for child rearing or adoption may be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full school semester. Such extensions shall be at the sole discretion of the Board.
 3. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school semester.
- B.
1. Any pregnant employee may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.
 2. A pregnant employee may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
 3. Accumulated sick days may be utilized during the disability period.
 4. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.
 5. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the employee examined by its own physician at the Board's expense. If the two physicians disagree, they shall choose a third physician who shall examine the employee and whose decision shall be final and binding upon the parties.
 6. A non-tenured employee shall only be entitled to a leave up to the expiration of her contract. A non-tenured employee shall not be denied reemployment on the basis that she is pregnant or on leave.
 7. A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all employees under Title 18A. No pregnant employee may be relieved from her professional duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.
 8. All leaves of absence under this Article shall be without pay.

ARTICLE XV
SABBATICAL LEAVE

With the approval and recommendation of the Superintendent and at the sole discretion of the Board of Education, sabbatical leaves may from time to time be granted. Decisions will be based on the merit of the request, the operational impact on the school system, and the value to the educational program. Salary and other conditions of the leave shall be as established by the Board of Education, in consultation with the Superintendent and the individual to whom the leave is granted.

ARTICLE XVI
VACATIONS

- A. Each 12 month administrator shall be entitled at the conclusion of the first full year of employment to twenty (20) days of vacation with pay annually. Said vacation should be taken at one time during July or August, although, with the approval of the Superintendent, there may be exceptions. In addition, at the discretion of the Superintendent of Schools, each 12 month administrator may be granted six (6) additional days off during either Christmas recess, winter recess or spring recess.
- B. A 12 month administrator who dies before his/her contract period is completed shall have payment for his/her earned but unused vacation days given to his/her estate.
- C. A 12 month administrator who resigns or retires during the contract year shall receive payment for his/her earned but unused vacation days.
- D. The administrator shall request vacation days and days off in writing to the Superintendent. Approval will be granted in writing.

ARTICLE XVII
ADMINISTRATIVE VACANCIES

A Notice of Vacancy in an administrative position shall be posted in each school and a copy shall be sent to the Association ten (10) calendar days before the final date when applications must be submitted. The Notice of Vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation.

ARTICLE XVIII
SCHOOL CALENDAR

The Association may provide input to the school calendar, if it so desires, prior to the adoption of the school calendar by the Board of Education.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. It is recognized by the parties that, due to the employment relationship, certain differences of opinion arise from time to time involving terms and conditions of employment. It is the mutual aim of the parties to arrive at equitable, expeditious and harmonious solutions to such differences; toward that end, the following procedure for resolving such differences is hereby established:

1. An employee with a grievance shall first discuss it with his/her immediate supervisor in an effort to resolve the matter informally.
2. If no resolution can be reached, the employee shall reduce the grievance to writing and then discuss the matter with the Superintendent, or his designee; the Superintendent shall provide a written response within fourteen (14) days of submission to him; however, an additional fourteen (14) days shall be provided to the Superintendent to provide his answer upon his request. If the Superintendent is the immediate superior under Step 1 above, then this part of the procedure may be waived. In that event, however, the grievance shall be reduced to writing at the first step.
3. If no solution can be reached at Steps 1 or 2, the employee may present the written grievance to the Board of Education. The decision of the Board of Education shall be rendered within sixty (60) days from its presentation and shall be final.
4. This procedure is not meant to deprive any employee of any legal remedy that he/she might have beyond the Board of Education level.

ARTICLE XX
FULLY BARGAINED PROVISION

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. In the event that any portion of this Agreement shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.
- D. All other parts of the Agreement remain as listed in the previous contract.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. Printing and Distribution —

The Board will, at its own expense, print sufficient copies of this Agreement for present and new employees.

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by the Association to the Board: at 500 Tenafly Road, Tenafly, New Jersey.
2. If by the Board to the Association: at Tenafly Middle School, Sunset Lane, Tenafly, New Jersey.

ARTICLE XXII
TERM OF AGREEMENT

The effective term of this Revised Agreement shall be from July 1, 1989 to June 30, 1991.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries with their corporate seals affixed hereto on this day of June, 1989.

WITNESS:

TENAFLY BOARD OF EDUCATION

Nancy J. Bocassi
NANCY J. BOCASSI
Business Administrator/
Board Secretary

By: Marguerite Parlamis
MARGUERITE PARLAMIS
President

TENAFLY ADMINISTRATORS AND
SUPERVISORS ASSOCIATION

William Greene
WILLIAM GREENE

By: Robert Weldon
ROBERT WELDON