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02-36

**MONTVALE PUBLIC SCHOOLS**

**MONTVALE, N.J.**

**AGREEMENT**

**between the**

**MONTVALE TEACHERS' ASSOCIATION**

*Montvale, Borough of*

**BOARD OF EDUCATION OF THE**

**BOROUGH OF MONTVALE**

**COUNTY OF (BERGEN,) NEW JERSEY**

**1989 - 1991**

**LIBRARY**  
**INSTITUTE OF MANAGEMENT**  
**AND LABOR RELATIONS**  
**OCT 17 1989**  
**RUTGERS UNIVERSITY**

X July 1, 1989 - June 30, 1991



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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 Teachers' Association hereinafter called the "Association", is entered into on this 2nd day of October 1989.



**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 classroom teachers, nurses, library/media teachers, learning disabilities teacher-consultants, speech therapists, guidance counselors and social workers in the negotiating unit; and excluding all others not specifically mentioned herein.
- B. Supplementary instructors shall be paid on an hourly rate based on their placement on the salary guide.
- C. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

**ARTICLE II**

**NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with New Jersey Employer-Employee Relations Act, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than the first week in November preceding the calendar year in which this Agreement expires. The parties will mutually schedule as many formal sessions as necessary in an attempt to conclude a successor Agreement prior to 50 days of the date set for voter approval of the school budget unless public law mandates a different schedule.

Any Agreement so negotiated will be reduced to writing and submitted for ratification by both parties. If approved, it shall be signed by the Board and Association.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and submit counterproposals in the course of negotiations. Each side shall furnish names of its committee members to the other. When either party engages a consultant to be present during the negotiations, the other party shall be so advised.

C. Board approved representatives, the Superintendent of Schools, and members of the MTA team may meet when mutually agreed to do so and discuss the administration of the terms and conditions of the contract only. Items proposed for discussion to be submitted by the requesting party in writing with the request for a meeting.

D. Should mutually acceptable amendments to this Agreement be negotiated by the parties, they shall be reduced to writing and submitted for ratification by both parties. If approved, they shall be signed by the Board and the Association.



**ARTICLE III**

**GRIEVANCE PROCEDURE**

**A. Definition**

A "grievance" shall mean a claim by a teacher, a group of teachers, or the Association, that there has been to him/her (them) a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policies which affect teachers, agreements, or administrative decisions affecting said teacher(s). The term "grievance" and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law, or regulation of the State Board of Education.

A grievance, to be considered under this procedure, must be initiated by the teacher within 20 school days of the time of its occurrence or when the teacher(s) should have reasonably known.

**B. Purpose**

The purpose of this procedure is to secure at the lowest possible level solutions for both the teacher and the Board of Education. Both parties agree that these proceedings shall be kept informal and confidential.

**C. Procedure**

It is understood that the teacher shall continue to observe all assignments, rules, and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible and the days at each level should be considered as maximum and both parties should make every effort to expedite the process.

Failure at any step within the procedure to communicate the decision on a grievance within the time limit shall permit the aggrieved to proceed to the next step.

Failing at any step of the grievance procedure to appeal to the next step within the time limit shall be deemed to be acceptance of the decision rendered at that step. An extension of time limits shall be granted, however, by mutual written consent of both parties.

In the presentation of a grievance, the teacher shall have the right to be represented (from Level II on) by himself/herself or a representative of the Association. If the teacher chooses to represent himself, the Association shall have the right to have a representative present to speak on behalf of the Association.

Teachers presenting a grievance or assisting in the presentation of a grievance are assured that no reprisals shall result because of participation in the procedure.

All Grievances shall be filed on the standard district grievance form.

Level I

Any teacher who has a grievance shall within 20 school days discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at this level. If the discussion does not result in a solution of the grievance, the teacher shall sign and submit the initiation form for compliance with Level I.

Level II

- a. If the grievance is not resolved at Level I to the satisfaction of the teacher within a maximum period of 10 school days, his grievance shall be submitted in writing to his principal specifying:
  1. Clear identification as to the nature of the grievance.
  2. The relief sought.
- b. The principal shall communicate his decision in writing with the reasons within 10 school days.

Level III

- a. If the grievance is not resolved at Level II the teacher, within a maximum period of 10 school days, may appeal the principal's decision to the Superintendent of Schools. This appeal must be in writing and must recite the original grievance and the teacher's reason for dissatisfaction with the decision previously rendered.
- b. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent, within this same period of time shall communicate the decision in writing with reasons to both the teacher and the principal.

Level IV

- a. If the grievance is not resolved to the teacher's satisfaction at Level III grievant may, not later than 10 school days after receiving the Superintendent's decision, request a review by the Board of Education.
- b. The Board, or a quorum thereof, shall review the grievance and at the request of the grievant or the request of the Board hold a hearing with the grievant within thirty (30) calendar days of receipt of the grievance by the Board on a mutually acceptable date. The Board shall not be required to render a written decision in less than fifteen (15) calendar days following the hearing.

- c. No claim by a teacher shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of this Agreement.
- d. This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenure teacher.

#### SCOPE OF ARBITRABILITY

Binding arbitration under grievances shall not include:

1. The failure or refusal of the Board to renew the contract of a non-tenured teacher.
2. Any action dealing with the tenure rights of a teacher.
3. Any action dealing with the suspension of a teacher.

In the above instances, the proceedings to be had shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

The above clause shall not be deemed to be a waiver of teachers' Constitutional protections.

#### Level V

If the teacher is dissatisfied with the Level IV decision of the Board of Education, the Association may request the appointment of an arbitrator.

- a. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within 20 calendar days of receipt of the Board's response or the expiration of the Board's 30 calendar days.
- b. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's award.

#### D. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by any teacher due to proceedings with the arbitrator (re hearing(s)) necessitating the retention of a substitute, the Board will pay the cost of the substitute and the teacher shall suffer no loss in pay or leave benefits.

**ARTICLE IV**

**BOARD 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 decision 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 of Education is forbidden to waive any rights or powers granted it by law.

**ARTICLE V**

**TEACHERS' RIGHTS AND RESPONSIBILITIES**

- A. The Board agrees that it will not deprive or coerce any teacher in the exercise of any rights granted to them under the New Jersey Employer-Employee Relations Act, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.
- B. That whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- C. Teachers shall perform regularly assigned and/or temporary duties forthrightly and to the best of their ability. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and the Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions, and court cases. Teachers shall perform their professional charge in accordance with the laws of the United States and New Jersey, rules and regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

**ARTICLE VI**

**WORK YEAR**

- A. The Association shall, if it so desires, submit its recommendation for a school calendar to the Board and Superintendent prior to the adoption of the school calendar.
- B. The in-school work year of teachers (other than new personnel who may be required to attend an additional five (5) days of orientation) employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
  - 1. Employment Beyond 183 Days for Child Study Team - Where the Board requests Child Study Team members covered by this Agreement to work beyond the 183 days through June 30 of the school year and the employee accepts, compensation shall be based on the per diem rate of the annual salary, pro-rated based on the number of hours authorized to work per day.
- C. Teachers shall be responsible for completion of their professional assignments before leaving for summer vacation. If a teacher completes all professional assignments and a teacher has completed the approved checkout list before the conclusion of the teacher's last day, a teacher may leave after the students are dismissed. This does not preclude voluntary professional services being rendered at teachers' convenience.

School Year

183 teacher days  
180 student days

There shall be a one-session day before Thanksgiving recess.

- D. If for any reason whatsoever the minimum number of days required by school law or the rules and regulations of the State Board of Education have not been met, then the number of days in the calendar shall be extended for such period of time as may be necessary to comply with the minimum requirements of the State Department of Education as set forth in the rules and regulations of the State Board of Education.
- E. The calendar is a part of associated Board policy. The Association will be advised when the calendar is adopted by the Board.

## ARTICLE VII

## IN-SCHOOL HOURS

The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies, and without prejudice to voluntary professional service above and beyond contract requirements.

## A. 1989-90

K-8 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the school day.

The total weekly in-school hours for grades 1-4 shall be 30 hours excluding lunch.

## The daily hours are:

*Monday	8:40-3:55	- 6 1/2 hrs.	excluding 3/4 hr. lunch
**Tuesday	8:40-3:10	- 5 3/4 hrs.	excluding 3/4 hr. lunch
**Wednesday	8:40-3:10	- 5 3/4 hrs.	excluding 3/4 hr. lunch
***Thursday	8:40-4:00	- 6 1/2 hrs.	excluding 3/4 hr. lunch
Friday	8:40-2:55	- 5 1/2 hrs.	excluding 3/4 hr. lunch

## Extended Kindergarten Day Teachers' Work Schedule:

Monday	8:40- 1:20	- 4 hrs. 40 min.
**Tuesday	8:40- 1:00	- 4 hrs. 20 min.
**Wednesday	8:40- 1:00	- 4 hrs. 20 min.
***Thursday	8:40- 1:15	- 4 hrs. 35 min.
Friday	8:40-12:25	- 3 hrs. 45 min.
		Total - 21 hrs. 40 min.

Kindergarten teachers shall be responsible for supervising the safe entry and departure of their pupils.

The weekly in-school hours for the Fieldstone staff shall be 31 1/4 hours excluding lunch.

## The daily hours are:

*Monday	8:40-3:55	- 6 3/4 hrs.	excluding 1/2 hr. lunch
**Tuesday	8:40-3:10	- 6 hrs.	excluding 1/2 hr. lunch
**Wednesday	8:40-3:10	- 6 hrs.	excluding 1/2 hr. lunch
***Thursday	8:40-4:00	- 6 3/4 hrs.	excluding 1/2 hr. lunch
Friday	8:40-2:55	- 5 3/4 hrs.	excluding 1/2 hr. lunch

## B. 1990-91

K-8 teachers shall not be required to report earlier than ten (10) minutes before the start of the school day.

**ARTICLE VII - IN-SCHOOL HOURS (Cont.)****B. 1990-91 (Cont.)**

The total weekly in school hours for grades 1-4 shall be 30 hours 37 minutes excluding lunch.

**The daily hours are:**

*Monday	8:35 a.m.-3:55 p.m.-6 hrs. 35 min. excluding 3/4 hr. lunch
**Tuesday	8:35 a.m.-3:10 p.m.-5 hrs. 50 min. excluding 3/4 hr. lunch
**Wednesday	8:35 a.m.-3:10 p.m.-5 hrs. 50 min. excluding 3/4 hr. lunch
***Thursday	8:35 a.m.-4:00 p.m.-6 hrs. 40 min. excluding 3/4 hr. lunch
Friday	8:35 a.m.-3:02 p.m.-5 hrs. 42 min. excluding 3/4 hr. lunch

**NOTE:** Pupils enter at 8:40 a.m., classes begin at 8:50 a.m. and are dismissed at 3:02 p.m. (This would provide an additional 17 minutes pupil/teacher instructional time).

**Extended Kindergarten Day Teachers' Work Schedule:**

*Monday	8:35 a.m.- 1:20 p.m. - 4 hrs. 45 min.
**Tuesday	8:35 a.m.- 1:00 p.m. - 4 hrs. 25 min.
**Wednesday	8:35 a.m.- 1:00 p.m. - 4 hrs. 25 min.
***Thursday	8:35 a.m.- 1:18 p.m. - 4 hrs. 43 min.
Friday	8:35 a.m.-12:25 p.m. - 3 hrs. 50 min.
Total 22 hrs. 8 min.	

**NOTE:** Pupils enter at 8:40 a.m., classes begin at 8:50 a.m., and are dismissed at 12:20 p.m. Kindergarten teachers shall be responsible for supervising the safe entry and departure of their pupils.

The weekly in-school hours for the **Fieldstone staff** shall be 31 hours 52 minutes excluding lunch.

*Monday	8:35 a.m.-3:55 p.m.-6 hrs. 50 min. excluding 1/2 hr. lunch
**Tuesday	8:35 a.m.-3:10 p.m.-6 hrs. 5 min. excluding 1/2 hr. lunch
**Wednesday	8:35 a.m.-3:10 p.m.-6 hrs. 5 min. excluding 1/2 hr. lunch
***Thursday	8:35 a.m.-4:00 p.m.-6 hrs. 55 min. excluding 1/2 hr. lunch
Friday	8:35 a.m.-3:02 p.m.-5 hrs. 57 min. excluding 1/2 hr. lunch

**NOTE:** Pupils enter at 8:40 a.m., classes begin at 8:50 a.m. and are dismissed at 3:02 p.m. (This would provide an additional 17 minutes pupil/teacher instructional time. Ex. Homeroom - 8:40-8:50; Mentor/Study Skills - 8:50-9:10 (all FMS full time certificated teachers); 1st period - 9:12).

In 1989-90 MTA shall participate in the planning and development of the Mentor/Study Skills Program.

**AFTER SCHOOL CLOSING**

**\*MONDAY** will be set aside for Professional staff meetings, one of which will be designated each month for M.T.A. meetings. However, the following Tuesdays will be reserved for professional staff meetings:

1989-90	-	May 29
1990-91	-	May 27



**ARTICLE VII - AFTER SCHOOL CLOSING (Cont.)**

**\*\*TUESDAY & WEDNESDAY** will have a 3:10 p.m. dismissal for all schools. However, the teacher will remain for remedial as well as enrichment assistance for as much as one hour beyond the dismissal time on either or both days upon a student's need at the request of the Administration, the teacher or the parent. Time may be divided at the discretion of the teacher if assistance is given on both days. When assistance is not being given to students, teachers shall be available for team/grade meetings, conferences, and curriculum development.

**TUESDAY-FRIDAY (Fieldstone Middle School only)** Teachers shall be available to provide after school detention supervision on a rotating scheduled basis Tuesday through Friday (schedule to be available on or about October 1st.) One Friday assignment per teacher per school year.

**\*\*\*THURSDAY** will be set aside for in-service meetings, curriculum development, and departmental meetings/grade level meetings. Although these meetings may be scheduled for every Thursday, however, no teacher will be required to attend more than two meetings per month. All meetings will end on or before 4:00 p.m.

Persons attending college courses scheduled on Thursdays will be excused from attending said meeting(s) when course approval has been received from the Superintendent of Schools.

**FRIDAY** will be set aside for Teachers' Day. Teachers may leave at the close of school except as otherwise set forth in this Agreement.

If teachers are not required to be in a Monday or Thursday meeting, they will be permitted to leave at 3:10 p.m.

**PARENT/TEACHER CONFERENCES** shall be held on the following days:

- Day 1 - One-session day (Conferences 2:00-4:00 p.m.)
- Day 2 - One-session day (Conferences 2:00-4:00 p.m.)
- Day 3 & 4 - Evening Conferences 7:00-9:00 p.m. Teachers will leave at 2:55. There will be no extra-curricular or tutorial activities. No afternoon parent-teacher conferences. No teacher will have more than 2 evenings' obligation in the fall and one evening's obligation in the spring, nor more than three consecutive conferences during an evening.
- Friday - Regular school day (No conferences)

The initial scheduling of parent-teacher conferences during the life of this Agreement shall take place in June for inclusion in the district's long range planning calendar. At this time, representatives of the MTA will submit the Association's recommendations.

In September, the MTA representatives and the principals will meet to finalize the conference dates for the school year. These recommendations will be submitted to the Superintendent for final approval.

**ARTICLE VII - PARENT/TEACHER CONFERENCES (Cont.)**

When the 183rd day for teachers fits into the school calendar, that day shall be devoted to parent/teacher conferences. There would be no school for students. Conferences should be held as follows:

9:00 a.m. to 12:00 p.m. - Conferences  
12:00 p.m. to 1:30 p.m. - Lunch  
1.30 p.m. to 3:30 p.m. - Conferences

No more than 3 conferences will be scheduled in succession. When such conferences are scheduled, one-session days would be reduced proportionately.

Nothing contained in this provision shall preclude the scheduling of additional conferences as needed.

**ACADEMIC INTRAMURALS**

During the school year, at a time to be determined by teachers at each grade level, one through eight, an Academic Intramural Pilot Program will be conducted through intra class and inter class "quiz bowl" type activity. The scope of such activity shall be such so as not to involve more than 15 hours of after school time. This activity may be integrated into the existing after school time schedule.

**BOARD PRESENTATIONS**

Anybody covered by this Agreement, except facilitators functioning in that role, if called upon to make more than one presentation in a given year at Public Board meetings, shall be paid \$30 for each subsequent presentation.

**ARTICLE VIII**

**NON-TEACHING DUTIES/RESPONSIBILITIES**

It is recognized that a teacher's primary responsibility is to teach. However, certain areas of related non-teaching responsibilities exist.

Teachers shall not be required to perform custodial duties, attendance registers, chaperoning, and lunch room supervision.

Teachers shall continue to be responsible for the following general related areas:

**A. Clerical**

Clerical work related to teaching assignments such as administrative data, attendance cards, cumulative folder data, budget information, accident reports, and reporting to parents.

**B. Supervisory**

Corridor, study halls, transportation, recess, assemblies, fire and emergency drills, field trips during the normal school day (trips which are scheduled to extend beyond the school day, overnight, or on days when school is not in session shall be strictly voluntary).

Teachers shall not be required to transport pupils to activities which take place away from the school building.

**C. Public Relations**

Approved newspaper releases where classroom and school educational functions are directly concerned, parent/teacher conferences, information programs.

The M.T.A. acknowledges the Montvale Parent-Teacher Organization as a vital auxiliary to the district, however, support of and participation in the P.T.O. by the professional staff shall be on a voluntary basis.

**D. Care of Facilities and Equipment**

Inventories, classroom readiness, key, files.

The Board agrees to employ a teacher aide to assist the faculty, on the basis of need as determined by the administration.

## ARTICLE IX

**SALARIES** - Board policy complies with New Jersey Statutes 18A:29 - 7.

- A. The 1989-91 salaries of all teachers covered by this AGREEMENT are set forth in Appendix "A" which is attached hereto and made a part hereof.

The B.A. +30 column shall be eliminated except for teachers on that column on June 30, 1976. Those steps shall be phased out as teachers move to the next higher training level.

- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments except that effective September 1989, teachers will receive an initial check representing 1/4 (1 week) of their regular monthly pay on the Friday of the first week of work.
- C. Salary checks shall be issued each month on the fifteenth (15th) and the last day of the month to all permanent full-time professional employees except that distribution of payroll checks will be made at the close of the work day of the 30th day of the month in those months which have 31 days. Salary checks due on these days and, when such dates fall on Saturday or Sunday, will be issued on the preceding Friday. Salary checks due on these dates and, when such dates fall during a vacation period, shall be issued the last day of work prior to the vacation period.
- D. Salary guide credit of up to eight (8) years shall be allowed for prior teaching experience.
- E. Salary guide credit of up to four (4) years shall be allowed for military service in accordance with New Jersey Statutes 18A:29-11. Up to two (2) years shall be allowed under the first contract, and balance under second contract.
- F. Any course credits received by a teacher which qualify that teacher for new placement on the salary guide shall be accepted through the completion date of the fall semester and salary appropriately altered.
- G. In order to advance in training level effective September 1, appropriate certification must be provided to show completion of the course occurred prior to September 1. Any course completed after September 1, and upon completion of the fall semester which would cause salary level change, such salary level change shall be effective February 1, and retroactive to February 1, if applicable.

**ARTICLE X****A. SICK LEAVE**

1. Except as hereinafter set forth, as of the first official day of the school work year, (September 1, all teachers employed are entitled to ten (10) personal sick leave days whether or not they report for duty on that day. Unused sick leave days will be credited for additional days beyond the regular ten (10) days for any one year. Leave for personal illness is defined as absence due to the physical inability of the teacher to carry out his/her assigned duties. The interpretation as to whether or not the teacher is ill enough to absent himself/herself may be questioned at any time by the Superintendent, building principal or department head. A doctor's certificate may be requested by the Superintendent, at any time, if in his/her judgment one is needed to properly document claimed sick leave.
2. A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the teacher at the end of each school year by the Superintendent.
3. The Board has discretion to grant additional time beyond accumulated time. Board may grant full pay, partial pay, or no pay. Application shall be on a fair and equitable case by case basis.
4. a. Whenever any teacher never reports for duty during the school year, the ten sick days referred to in Paragraph 1 above, shall not be credited to any such teacher.  
b. Whenever any teacher shall report for duty later than one month after the commencement of the school year, the ten days referred to in Paragraph 1 above shall be reduced by one day for each month or fraction thereof in excess of fifteen calendar days in any one month that such teacher reports late for duty.

**B. PAYMENT FOR UNUSED SICK LEAVE**

The provision to provide payment to career teachers (18 years in Montvale) who are eligible to retire shall be as follows:

1. Accumulated sick leave up to a maximum of 100 days shall be compensated at the rate of \$62.00 per day, except that no sick leave payment shall be made in 1989-90 except for teacher(s) forced to retire due to medical reasons.
2. To be eligible under this Agreement, a teacher must declare his/her intention to retire in writing to the Superintendent on or before April 1, 1990. For continuity of instruction, retirement would be effective June 30 of the applicable year.
3. If a teacher has fulfilled the eligibility requirements of ARTICLE X, including written notice as required in Paragraph 2, and said teacher dies, the benefit will be paid to the teacher's estate in accordance with the provisions of this Article.

**ARTICLE X**

**B. PAYMENT FOR UNUSED SICK LEAVE (Cont.)**

The amount paid to any teacher shall be subject to any deductions required to be made by law.

Payment for accumulated sick leave shall be made with the last pay check in June of the year of retirement. Teachers may elect to receive this payment in January of the year following retirement.

**ARTICLE XI**

**TEMPORARY LEAVES OF ABSENCE**

A. Teachers will be entitled to the following noncumulative leaves of absence with full pay:

1. **Bereavement** - In the "immediate" family, five (5) days. Definition of "immediate" family will mean parent, spouse, children, brother, sister. Three (3) days for parent-in-law, grandparent, aunt, or uncle.

2. **Personal Business Days** - two (2) days

a. The written request for a personal business day must be submitted to the building principal for concurrence one calendar week prior to the day that is requested. The request is to be submitted immediately to the Superintendent or his delegate for disposition.

If a personal day is requested for less than one calendar week prior to such day, a reason must be given and the request is subject to the Superintendent's approval.

b. Personal business days may not be granted on work days immediately preceding or immediately following scheduled holidays. Personal days also may not be granted at a time when the teacher's absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, examination day, evaluation days, parent/teacher conference days.

The Board may approve the use of personal business day entitlement immediately preceding or following a school holiday for good cause shown. The decision of the Board is final and shall not be subject to the provisions of the grievance procedure. Requests shall be submitted to the Board on the standard district form specifying the reasons for said request via the Principal and Superintendent of Schools.

3. **Professional Days** - two (2) days

Teachers may be granted, at full pay, two (2) days of observation each school year to visit other school systems, or for other educational purposes subject to the approval of the principal and/or Superintendent. A written request for such must be submitted one calendar week prior to the day that is requested to the building principal for concurrence. A verbal or written report may be required at the discretion of the building principal or Superintendent.

**ARTICLE XI - TEMPORARY LEAVES OF ABSENCE (Cont.)**

**4. Illness in the Family - three (3) days**

Three (3) days absence will be granted with pay for absence because of illness in the family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent for illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside. A doctor's certificate may be required by the Superintendent if, in his opinion, one is needed to document said leave.

**5. Birth - two (2) days. Male instructional personnel will be allowed two (2) days absence with pay for purpose of a wife's hospital confinement for maternity.**

**6. Emergencies - Absences due to weather conditions so extreme that a teacher is unable to get to school shall be referred with recommendations by the Superintendent to the Board of Education for decision. However, the teacher shall make every effort to report to school as soon as improved conditions will permit.**

**7. 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 of Education for decision.**



**ARTICLE XII**

**EXTENDED LEAVES OF ABSENCE**

- A. Military Leave** - Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. The period of armed forces service will not count toward tenure; however, service in the school system preceding induction or initial enlistment will be credited toward the teacher's tenure status upon his return to the system.
- B. Critical Illness** - A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a critically ill member of the teacher's immediate family. Immediate family shall mean parent, spouse, children, brother, or sister residing with the staff member.
- C. Child-Rearing & Adoption** - Child-rearing leave shall be granted in accordance with applicable statutes, rules, regulations, and case law.
- D. Benefits** - All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be reassigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- E. Extensions and Renewals** - All extension or renewals of leaves shall be applied for in writing and a written response shall be given.

## ARTICLE XIV

## PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

## A. The Board of Education agrees to:

1. A reimbursement for up to six graduate credits up to a maximum of eight hundred forty (\$840) dollars for 1989-90 and nine hundred forty (\$940) dollars for 1990-91, (per 12 month school year) toward the cost of tuition for courses which have been approved prior to completion and the cost verified by the Superintendent, payable upon satisfactory completion of the course as deemed by the school attended and official transcript verified by the Superintendent and placed on file in personnel file.
2. Full reimbursement of tuition, books, and fees for a course of study at an accredited college or university which a teacher takes at the written request of the Superintendent and which has been approved by the Board of Education. Reimbursement is payable upon satisfactory completion of the course as deemed by the school attended.

All expenses will be granted toward transportation, toll, and parking expenses incurred.

3. The Board of Education and the Association recognize that professional development is a continuing process. Graduate study, committee work, in-service programs, professional programs, institutes, teachers' meeting, curriculum development and research, innovative techniques will be the responsibility of each teacher for the sake of himself/herself as a professional and the school system as a whole.
4. Application of credits beyond the Master's degree shall be limited to credits earned while matriculating in an approved Master's degree program up to a maximum of ten (10) credits as approved by the Superintendent of Schools; and other approved credits earned subsequent to the achievement of the Master's degree.
5. Graduate courses initiated on or after July 1, 1976, including 1976 summer school courses which may begin in June, may be credited toward the Professional Certificate/MA+45 in the field if they are in the teacher's area of assignment; e.g., mathematics, and approved by the Superintendent of Schools. (There shall be no retroactivity toward the MA+45)

ARTICLE XV

INSURANCE PROTECTION

A. The Board of Education will pay the full premium for each teacher, and, in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company(ies), the Board will consult with the MTA and assures the Association there will be no loss in protection or benefits.

1. For each teacher who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium in order to ensure uninterrupted coverage to provide insurance commencing September first (1st) and ending August thirty-first (31st).

2. The Board will provide the following:

STATE HEALTH BENEFITS PLAN ENCOMPASSES  
BLUE CROSS/BLUE SHIELD \*14/20  
AND PRUDENTIAL MAJOR MEDICAL  
NEW JERSEY DENTAL SERVICE PROGRAM I (Upgraded)

The Board of Education will pay the premium in effect July 1, 1989 for teachers and, in cases where appropriate, for teachers and dependents. Any increases during the contract year will be paid by the Board through June 30, 1991. Any payment above the rate in effect on July 1, 1989 will be subject to negotiation in the successor Agreement.

3. The Board of Education will provide each teacher 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 of Education will provide a self insurance vision plan in which each member may be reimbursed in 1989-90 upon presentation of receipts for eye examination by an ophthalmologist and/or corrective lenses/frames up to a maximum of \$105 and in 1990-91 up to a maximum of \$135. The Board will authorize payment within 30 days of presentation of receipts. Presentation of said receipts can be made at anytime.

\*Mandated by State Law

**ARTICLE XVI**

**MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers 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.
- C. The Board agrees not to negotiate concerning said teachers in the negotiation unit, as defined in ARTICLE I (RECOGNITION) of this Agreement, with any organization other than the Association for the duration of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. 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.
- E. 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 to this Agreement.
- F. 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.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1989 and remain in effect through June 30, 1991 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally; and it is expressly understood that it shall expire on the date indicated.
- B. 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 Teachers' Association has hereunto set its hand this

2nd day of October 1989

BY *Kenneth E. Johansen*  
 Kenneth E. Johansen  
 President  
 Montvale Board of Education

BY *Frank Rienna*  
 FRANK RIENNA  
 President  
 Chief Negotiator  
 Montvale Teachers' Association

BY *Frank H. Weir*  
 Frank H. Weir  
 Co-Chief Negotiator  
 Montvale Board of Education

BY *Marita Spooner*  
 Marita Spooner  
 Co-Chief Negotiator

BY *Mark A. Krueger*  
 Mark A. Krueger  
 Secretary/School Business Administrator  
 Montvale Board of Education

**INFORMAL AGREEMENT**

**EXTENDED SCHOOL YEAR PROGRAM**

Salary: 58.5% X per diem contractual salary @1/200

If a faculty member works less than the full extended school year program day, such member shall be compensated on a pro-rated schedule as follows: Minimum \$275 per class.

- 1 Class - 14.5% X per diem contractual salary @1/200
- 2 Classes - 29% X per diem contractual salary @1/200
- 3 Classes - 44% X per diem contractual salary @1/200

The same formula shall apply for the mathematics/computer technology facilitator, science facilitator, guidance counselor, and other certified staff in the performance of summer duty during the period of July 1 to August 31.

May 23, 1985  
Revised October 2, 1989

MONTVALE BOARD OF EDUCATION  
1989-90 SALARY GUIDE\*

STEP	B. A.	B. A. +15	B. A. +30	B. A. +45	M. A.	M. A. +15	M. A. +30	M. A. +45F	DOCTORATE
4	\$22,200	\$24,297		\$24,425	\$26,974				
5	\$24,470	\$26,564		\$26,974	\$29,788				
6	\$26,564	\$27,859		\$29,788	\$31,078				
7	\$27,859	\$29,150		\$31,078	\$32,374				
8	\$29,150	\$30,439		\$32,374	\$33,664	\$34,985			
9	\$30,439	\$31,742		\$33,664	\$34,985	\$36,262			
10	\$31,742	\$33,031		\$34,985	\$36,262	\$37,570			
11	\$33,031	\$34,333		\$36,262	\$37,570	\$38,860			
12	\$34,333	\$35,623		\$37,570	\$38,860	\$40,150	\$41,445	\$42,343	
13	\$35,623	\$36,925		\$38,860	\$40,150	\$41,445	\$42,343	\$43,639	\$43,639
14	\$36,925	\$38,221		\$40,150	\$41,445	\$42,741	\$43,639	\$44,928	\$44,928
15	\$38,221	\$39,498		\$41,445	\$42,741	\$44,044	\$44,928	\$46,219	\$46,219
16	\$39,498	\$40,807		\$42,741	\$44,044	\$45,333	\$46,219	\$47,514	\$47,514
17	\$40,807	\$41,597		\$44,044	\$45,333	\$46,630	\$47,514	\$49,020	\$49,020
18	\$42,097	\$43,905		\$45,833	\$47,130	\$48,426	\$49,520	\$50,594	\$50,594
19	\$43,405	\$44,695		\$46,630	\$47,926	\$49,227	\$50,094	\$51,390	\$51,390
20	\$44,695	\$45,991		\$47,926	\$49,227	\$50,518	\$51,390	\$52,686	\$52,686
M-1	\$45,328	\$47,287	\$47,926	\$49,227	\$50,518	\$51,807	\$52,686	\$53,982	\$53,982
M-2	\$46,622	\$48,583	\$49,222	\$50,530	\$51,807	\$53,096	\$53,982	\$55,278	\$55,278
M-3	\$47,919	\$49,879	\$50,517	\$51,832	\$53,096	\$54,387	\$55,278	\$56,592	\$56,592

\* A .94 FACTOR WILL BE APPLIED FOR THE FIRST THREE YEARS OF NONTENURED EMPLOYMENT, except Step 4.

LONGEVITY

18 Years

\$552

22 Years

\$665

25 Years

\$860

28 Years

\$1,070

MONTVALE BOARD OF EDUCATION  
1990-91 SALARY GUIDE\*

STEP	B. A. +45							
	B. A.	B. A. +15	B. A. +30	M. A.	M. A. +15	M. A. +30	M. A. +45F	DOCTORATE
4	\$23,700	\$24,365		\$25,785	\$28,500			
5	\$24,365	\$26,741		\$26,806	\$29,604			
6	\$26,856	\$29,348		\$29,604	\$32,692			
7	\$29,348	\$30,575		\$32,692	\$34,108			
8	\$30,575	\$31,992		\$34,108	\$35,530	\$36,958		
9	\$31,992	\$33,407		\$35,530	\$36,946	\$38,378		
10	\$33,407	\$34,837		\$36,946	\$38,375	\$39,798		
11	\$34,837	\$36,252		\$38,375	\$39,798	\$41,233		
12	\$36,252	\$37,680		\$39,798	\$41,233	\$42,649	\$44,070	
13	\$37,680	\$39,096		\$41,233	\$42,649	\$44,065	\$45,486	\$46,471
14	\$39,096	\$40,525		\$42,649	\$44,065	\$45,486	\$46,908	\$47,894
15	\$40,525	\$41,948		\$44,065	\$45,486	\$46,908	\$48,338	\$49,308
16	\$41,948	\$43,349		\$45,486	\$46,908	\$48,338	\$49,308	\$50,725
17	\$43,349	\$44,786		\$46,908	\$48,338	\$49,753	\$50,725	\$52,147
18	\$44,786	\$46,201		\$48,338	\$49,753	\$51,175	\$52,600	\$54,348
19	\$46,201	\$47,637		\$49,753	\$51,176	\$52,600	\$54,027	\$54,978
20	\$47,637	\$49,053		\$51,176	\$52,600	\$54,027	\$54,978	\$56,400
M-1	\$49,053	\$50,475		\$52,600	\$54,027	\$55,443	\$56,400	\$57,822
M-2	\$49,747	\$51,897	\$52,600	\$54,027	\$55,443	\$56,858	\$57,822	\$59,245
M-3	\$51,167	\$53,320	\$54,021	\$55,456	\$56,858	\$58,273	\$59,245	\$60,668
M-4	\$52,591	\$54,742	\$55,442	\$56,885	\$58,273	\$59,689	\$60,668	\$62,109

\* A .94 FACTOR WILL BE APPLIED FOR THE FIRST THREE YEARS OF NONTENURED EMPLOYMENT; except Step 4.

LONGEVITY

18 Years

\$626

22 Years

\$770

25 Years

\$1,050

28 Years

\$1,296



CO-CURRICULAR STIPENDS

<u>ACTIVITY</u>	<u>1989-90</u>	<u>1990-91</u>
<b><u>Memorial School</u></b>		
Chorus	\$ 782	\$ 857
Computer Club	328	359
Intramurals - Gr. 1	648	710
Intramurals - Gr. 2	648	710
Intramurals - Gr. 3	648	710
Intramurals - Gr. 4	648	710
Safety Patrol	721	790
Student Government	721	790
Student Press	337	369
<b><u>Fieldstone School</u></b>		
Architecture Club	\$ 721	\$ 790
Art Club	721	790
Astronomy Club	721	790
Band/Music Director	1,033	1,132
Cheerleaders	828	907
Choral Director	782	857
Computer Club	361	396
Drama Club	721	790
Gymnastic Club	1,168	1,280
Intramurals-Golf-Fall	542	594
Intramurals-Golf-Spring	542	594
Intramurals-Tennis-Fall/Spring	1,080	1,184
Intramurals-Winter	817	895
Literary Magazine	704	772
Memory Book	648	710
Newspaper Club	721	790
Photography Club	721	790
Rocket Club	721	790
Service Club	746	818
Student Government Advisor	817	895
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<b><u>A.V.A. Coordinators</u></b>		
Memorial School	\$ 921	\$1,009
Fieldstone School	1,018	1,116
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<b><u>Bus Duty</u></b>	\$9.50 Per Diem	\$10.35 Per Diem
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<b><u>Chaperone Fee</u></b>		
5th Gr. Outdoor Education Program & 8th Gr. Washington, D.C. Experience	\$135 Per Evening	\$152 Per Evening
7th Gr. Philadelphia Trip	\$ 56	\$ 63
Dances	\$ 34 Per Dance	\$ 38 Per Dance

COACHING STIPENDS1989-90

<u>Activity</u>	<u>Coaching Experience in Montvale</u>		
	<u>0 Yrs.</u>	<u>1-2 Yrs.</u>	<u>3 Yrs.</u>
Athletic Director	\$1,838	\$2,144	\$2,451
Baseball Coach	2,144	2,374	2,680
Basketball Coach - Boys	2,144	2,374	2,680
Basketball Coach - Girls	2,144	2,374	2,680
Softball Coach	1,991	2,220	2,451
Track Coach - Boys & Girls	2,298	2,527	2,910
Wrestling Coach	2,144	2,374	2,680

1990-91

<u>Activity</u>	<u>Coaching Experience in Montvale</u>		
	<u>0 Yrs.</u>	<u>1-2 Yrs.</u>	<u>3 Yrs.</u>
Athletic Director	\$2,022	\$2,358	\$2,696
Baseball Coach	2,358	2,611	2,948
Basketball Coach - Boys	2,358	2,611	2,948
Basketball Coach - Girls	2,358	2,611	2,948
Softball Coach	2,190	2,442	2,696
Track Coach - Boys & Girls	2,528	2,779	3,200
Wrestling Coach	2,358	2,611	2,948