

**MONTVALE PUBLIC SCHOOLS  
MONTVALE, NJ**

**AGREEMENT**

**between the**

**MONTVALE TEACHERS' ASSOCIATION**

**and the**

**BOARD OF EDUCATION OF THE**

**BOROUGH OF MONTVALE**

**COUNTY OF BERGEN, NEW JERSEY**

**2003 - 2006**

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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 17th day of November 2003.

## **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, social workers, and school psychologists in the negotiating unit, whether full or part-time, and excluding substitutes and all others not specifically mentioned herein.
  
- B. 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. Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with New Jersey Employer-Employee Relations Act and in accordance with the procedure set forth herein in a good faith effort to reach agreement on salaries and other terms and conditions of employment.

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. Contract Amendments**

1. When mutually agreed, Board representatives, the Superintendent of Schools, and the MTA team may meet to discuss the administration of the terms and conditions of the Agreement. The party requesting the meeting shall submit, in writing, the item or items proposed for discussion.
2. If a mutually acceptable amendment or amendments to the Agreement are negotiated by the parties, they shall be submitted in writing for approval by the board and ratification by the MTA. If approved by the Board and ratified by the MTA, they shall be signed by the President of the Board, the President of the MTA, and the Board Secretary.
3. 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 III**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

A “grievance” is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees. 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 twenty (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/herself, 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 twenty (20) school days discuss it first with his/her 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 ten (10) school days, his/her 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/her decision in writing with the reasons within ten (10) school days.

## **Level III**

- a. If the grievance is not resolved at Level II, the teacher, within a maximum period of ten (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 reasons 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 ten (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 the grievant may, no later than ten (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 the 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 twenty (20) calendar days of receipt of the Board's response or the expiration of the Board's thirty (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, or 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 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 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/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her 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 of Schools prior to the adoption of the school calendar. The calendar is part of Board policy. The Association will be advised when the calendar is adopted by the Board.
- B. The work year of teachers employed on a ten (10) month basis shall include: one-hundred eighty one (181) student days, one (1) orientation day, and three (3) professional development days. Total teacher work days shall be 185 days. If needed, three (3) snow/emergency closing days will be added to the school calendar.

New personnel may be required to attend an additional five (5) days of orientation.

- 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 a teachers' convenience.
- D. The first day for students will be a one-session day. There shall be a one-session day before the Thanksgiving recess. If the last school day preceding the December holiday recess is December 23, it shall be a one-session day. If the last day preceding the December recess is before December 23, it shall be a full day. The last two days of school shall be one-session days for students.
- E. 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.
- F. To meet Federal and state requirements for determining a student's eligibility, classification, program, and/or placement, Child Study Team members may be required to report to the district up to ten (10) days during July and/or August on day(s) to be mutually agreed upon. If any additional time is necessary to meet these requirements, the CST members and the Board will mutually agree on the number of hours.

## 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. Teachers are entitled to regular time on which they can rely in order to accomplish their tasks. Regular time 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.

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

The total weekly in-school hours for the **Memorial staff** 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 for grades K-4 enter at 8:40 a.m., classes begin at 8:50 a.m. and are dismissed at 3:02 p.m. Pre-K and kindergarten teachers shall be responsible for supervising the safe entry and departure of their pupils.

The total weekly in-school hours for the **Fieldstone staff** shall be 31 hours 47 minutes excluding lunch.

|             |  |
|-------------|--|
| *Monday     | 8:30 a.m.-3:59 p.m.-6 hrs. 49 min. excluding 40 minute lunch |
| **Tuesday   | 8:30 a.m.-3:14 p.m.-6 hrs. 4 min. excluding 40 minute lunch  |
| **Wednesday | 8:30 a.m.-3:14 p.m.-6 hrs. 4 min. excluding 40 minute lunch  |
| ***Thursday | 8:30 a.m.-4:04 p.m.-6 hrs. 54 min. excluding 40 minute lunch |
| Friday      | 8:30 a.m.-3:06 p.m.-5 hrs. 56 min. excluding 40 minute lunch |

**NOTE:** Pupils enter at 8:35 a.m. classes begin at 8:42 a.m. and are dismissed at 3:06 p.m.

## **ARTICLE VII - IN SCHOOL HOURS (Cont.)**

### **AFTER SCHOOL CLOSING**

\* **MONDAY** will be set aside for professional staff meetings, which may be up to one hour in length. Each month one of these meetings will be designated for MTA meetings. However, the following Tuesdays will be reserved for professional staff meetings:

2003-04 - June 1

2004-05 - May 31

2005-06 - May 30

\*\***TUESDAY & WEDNESDAY** will have a 3:10 dismissal for both schools. However, the teacher will remain for remedial, as well as enrichment assistance, until 4:00 p.m. on either day or both days based upon student needs. Time will 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 schedule basis Tuesday through Friday (schedule to be available on or about October 1<sup>st</sup>). There will be a maximum of 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, one of which will end at or before 4:10 p.m. Although these meetings may be scheduled for every Thursday, no teacher will be required to attend more than two meetings per month.

**FRIDAY** - 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.

In addition to the teachers' regular in-school workday, teachers shall be required to attend one Back-to-School Night at the appropriate school.

**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 will be from 7:00-9:00 p.m. Teachers will leave at 3:02 p.m. There will be no extra-curricular or tutorial activities, and no afternoon parent-teacher conferences. No teacher will have more than two (2) evenings' obligation in the fall and one evening's obligation in the spring, nor more than three consecutive conferences during an evening. Parents will be permitted to elect to decline participation in the spring conference.

Friday - Regular school day (No conferences)

There will be no school-wide parent/teacher conferences during the week of Thanksgiving.

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 - IN SCHOOL HOURS (Cont.)**

### **CURRICULUM PROJECTS**

The Board may hire staff to write and/or revise curriculum at a “per project” fee on a voluntary participation basis.

### **BOARD PRESENTATIONS**

Anyone 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 \$55 for each subsequent presentation.

### **CO-CURRICULAR/INTERSCHOLASTIC SPORTS (Appendix "B")**

- A. Advisors or coaches who are new and/or any advisor/coach who takes over a new co-curricular/sport will be placed as per co-curricular/coaching guide (Appendix B-1). This also applies to current advisors/coaches who undertake a different co-curricular or sport during this Agreement.
- B. Advisors and coaches in positions held continuously since the 1997-1998 school year will receive stipends equal to the amount paid in the 1999-2000 school year (Appendix B-2).
- C. Teachers who sponsor an approved co-curricular activity shall, upon submission of evidence of satisfactory performance and upon recommendation of the Principal or designee, receive a stipend as set forth in Appendix B.
- D. Co-sponsorship of co-curricular activities shall be subject to the prior approval in writing of the building Principal. The single stipend set forth in Appendix B will be divided and shared between or among said approved co-sponsors.
- E. New activities will be on a pilot basis for one year at which time the Board of Education will determine if the activity is viable based on participation, and other job description criteria.
- F. Classification of co-curricular/sport activity subject to revision by job description criteria.

## ARTICLE VIII

### NON-TEACHING DUTIES/RESPONSIBILITIES

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, as a general principle, the Board recognizes the desirability of relieving teachers of non-teaching assignments to the extent feasible.

A. The Board agrees that teachers shall not be required to perform custodial duties.

**B. Clerical -**

Teachers shall be responsible for clerical work related to teaching assignments such as administrative data, attendance cards, cumulative folder data, budget information, accident reports, and reporting to parents.

**C. Supervisory -**

1 - Teachers shall be responsible for supervisory duties, including, supervision of corridors, study halls, transportation, recess, assemblies, fire and emergency drills, and field trips. If such supervision is needed, volunteers shall first be solicited.

2 - The Board agrees that extra-curricular activities shall first be offered to qualified teaching staff on a voluntary basis.

3 - Chaperones

|  |         |              |   |
|--|---------|--------------|---|
| <u>Dances/Concerts</u>                       | \$ 62   | per activity |   |
| <u>Overnight</u>                             | \$200   | per evening  | Boston, Stokes, Washington, DC,<br>Washington Workshop  |
| <u>Local Overnight</u>                       | \$100   | per evening  | Reading Sleepover - one staff member per<br>25 students |
| <u>Before School<br/>Playground/Bus Duty</u> | \$17.25 | per diem     | (2MS / 2 FMS)   |

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

**D. Public Relations -**

Teachers shall be responsible for parent/teacher conferences, informational programs, and submitting potential newspaper releases to the building administration for approval.

The MTA acknowledges the Montvale Parent-Teacher Organization as a vital auxiliary to the district. However, support of and participation in the PTO by the professional staff shall be on a voluntary basis.

**E. Care of Facilities and Equipment -**

Teachers shall be responsible for maintaining inventories, classroom keys, and files, and for classroom readiness.

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. No incremental advancement will be granted on the salary guide following the expiration of the agreement, except as provided for by the successor agreement.
- B. The 2003-2006 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. The MA+45F, and Doctorate columns shall be eliminated for employees employed after July 1, 2000. Those steps shall be phased out as teachers move to the next higher training level.

- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments except that 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.

For twenty-four (24) semi-monthly salary installments, the teacher may choose a payroll deduction to a savings account at the teacher's bank of choice. A monthly deduction would be made to provide for an amount equal to four net payroll checks in the months of July and August. The teacher can then make withdrawals from the savings account over the summer months.

- D. 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 thirtieth (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.
- E. Salary guide credit shall be allowed for military service in accordance with New Jersey Statute 18A:29-11.
- 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. In order to advance in training level effective September 1, the official transcript 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, if applicable.
- G. Summer Duty Salary: When the Board requests teachers, facilitators, guidance counselors, and other certified staff covered by this Agreement to work beyond the last day of school through the day before the first teacher day of school, and the teacher accepts, compensation shall be based on 65% X per diem of the prior fiscal year's contractual salary @ 1/200, prorated based on the number of hours authorized to work per day (not to exceed \$300 per day).
- H. Summer Duty Salary: When the Board requires Child Study team members (Social Worker, Learning Disabilities Teacher/ Consultant, School Psychologist, and when, eligibility concerns pre-school disabled, Speech/Language Specialist) to work beyond the last day of school through the day before the first teacher day of school, compensation shall be based on the new contractual salary of 1/200<sup>th</sup> of the employee's step on the salary guide prorated based on the number of hours authorized to work per day.



## ARTICLE X

### A. SICK LEAVE

1. Except as hereinafter set forth, as of the first official day of the school 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. When a teacher uses less than the allotted number of sick leave days during a contract period, the number of unused days is cumulative, and shall be credited as additional days beyond the ten (10) regular allotted 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 beginning of each school year by the Superintendent.
3. The Board has the discretion to grant additional time beyond accumulated time in accordance with New Jersey Statute 18A:30-6. Application shall be on a fair and equitable case by case basis. The Board may grant full pay (less the pay of a substitute), partial pay, or no pay.
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 (1) 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 (15) calendar days in any one month that such teacher reports late for duty.
  - c. During the final year of service, whenever any teacher retires prior to June 30, the ten (10) days sick leave will be pro-rated for payment of unused sick leave.

## ARTICLE X

### B. PAYMENT FOR UNUSED SICK LEAVE

#### 1. Eligibility

Teachers, who have been continually employed for a minimum of 13 years in the District, have 80 days of accumulated sick leave, and have met the criteria to receive immediate retirement benefits from the Teacher's Pension and Annuity Fund, shall be eligible to participate in the payment plan.

#### 2. Required Notice

To qualify for payment upon retirement, a certified letter of resignation must be submitted or hand delivered (must be signed for by representative in Superintendent's Office) on or before February 1<sup>st</sup> for retirement June 30. Teachers who submit a resignation letter after February 1<sup>st</sup> shall receive the payment under paragraph 3 in the July 15 paycheck of the second fiscal year following retirement.

#### 3. Payment

Accumulated sick leave up to a maximum of 140 days shall be compensated on the following schedule:

|              |             |
|--------------|-------------|
| 13 to 22 yrs | \$80 a day  |
| 23 to 28 yrs | \$90 a day  |
| 29 to 32 yrs | \$95 a day  |
| 33+          | \$110 a day |

The amount paid to any teacher shall be subject to any deductions required by law. Payment for accumulated sick leave shall be made with the July 15 paycheck of the fiscal year following retirement. Teachers may elect to receive this payment in January of the year following retirement.

#### 4. Survivor Benefit

If a teacher has fulfilled the eligibility requirements of ARTICLE X, including required notice as in Paragraph 2, and said teacher dies, the benefit will be paid to the teacher's estate in accordance with provisions of this Article.

## ARTICLE XI

### TEMPORARY LEAVES OF ABSENCE

Teachers will be entitled to the following non-cumulative leaves of absence with full pay:

#### **1. Bereavement -**

- a. In the case of the death of a parent (in-law), spouse, or children, a teacher shall be granted a leave of absence not in excess of five (5) working days.
- b. In the case of the death of a brother(-in-law), sister(-in-law), or grandparent(s(-in-law) residing in the household, a teacher shall be granted a leave of absence not in excess of five (5) working days.
- c. In the case of the death of a brother(-in-law), sister(-in-law), or grandparent(s(-in-law) not residing in the household, a teacher 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, a teacher 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.
- d. All absences are to be within the seven (7) calendar days immediately following the day of death. Teachers will be allowed to use one (1) of the above days within twenty-one (21) calendar days for matters associated with the bereavement.

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

#### **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 - Four (4) Days**

Four (4) 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/her opinion, one is needed to document said leave.

### **5. Emergencies**

Absences due to weather conditions so extreme that a teacher is unable to get to school shall be referred, with recommendation 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.

- 6. 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 shall be granted in accordance with applicable statutes, rules, regulations and case law.

#### **B. Critical Illness**

A leave of absence without pay for 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, subject to new contract provisions. He/she may be reassigned to the same position which he/she held at the time said leave commenced, if available.

#### **E. Extensions and Renewals**

All extensions or renewals of leaves shall be applied for in writing and a written response shall be given.

## **ARTICLE XIII**

### **REPRESENTATION FEE**

- A.** Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e. September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B.** Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- C.** Deduction and Transmission of Fee
- 1.** Notification - On or about November 1st of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
  - 2.** Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section One the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
  - 3.** Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
  - 4.** Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph One above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
  - 5.** New Employees - On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.
- D.** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

## ARTICLE XIV

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

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, teacher's meetings, curriculum development and research, and 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.

#### **A. Eligibility**

To be eligible for tuition reimbursement and change in salary guide placement, the teacher shall have been a full time member of the professional staff for a period of one (1) full school year prior to enrollment in the course. Teachers not returning to the system will not be reimbursed for courses taken after the last student day.

#### **B. Approval of Courses**

Course work approved by the Superintendent must be in an approved graduate level course in the education field, have been approved prior to completion, and the cost verified. Credit beyond the Master's degree may be earned through graduate courses approved by the Superintendent of Schools.

#### **C. Payment**

The Board of Education agrees to a reimbursement for up to six graduate credits not to exceed a maximum of \$1,550 (per 12 month school year) for 2003-06 toward the cost of tuition for approved courses. 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 the official transcript verified by the Superintendent. Teacher reimbursement will be on or about June 30 of that school year providing the teacher is still a member of the school district. The total payment by the Board of Education will not exceed \$30,500 for the bargaining unit for 2003-04, not to exceed \$32,500 for the bargaining unit for 2004-05, and not to exceed \$34,500 for the bargaining unit for 2005-06.

#### **D. Required Training**

A teacher will receive full reimbursement of tuition, books and fees for course(s) of study at an accredited college or university, if required or requested to attend by the Superintendent, in writing, and which has been approved by the Board of Education. Reimbursement is payable upon proof of successful completion (grade B or better or pass/fail, if applicable) of the course(s) as deemed by the school attended. All expenses will be granted toward transportation, tolls, and parking expenses incurred.

## **ARTICLE XV**

### **INSURANCE PROTECTION**

The Board of Education will pay the full premium for each full time (22 hours or more) 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. Teachers hired prior to July 1, 2001, who worked more than twenty-two hours per week during the 2000-2001 school year and whose work hours are subsequently reduced to twenty or more hours, will continue to receive all benefits as outlined below.

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 as stated below in order to ensure uninterrupted coverage to provide insurance commencing September first (1st) and ending August thirty-first (31st).

2.

STATE HEALTH BENEFITS PLAN  
(Horizon Blue Cross/Blue Shield\*)

DELTA DENTAL PREMIER PLAN

A. The Board of Education will pay the premiums in effect July 1, 2003 for teachers 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 the rate in effect on July 1, 2003 will be subject to negotiation in the successor Agreement.

B.1. Employees hired July 1, 2000 or later:

The Board of Education will pay 80% of the premium in effect July 1, 2003 for teachers 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 rate in effect on July 1, 2003 will be subject to negotiations in the successor Agreement.

B.2. Employees hired prior to July 1, 2000:

The Board of Education will pay the premiums in effect July 1, 2003 for teachers and dependents for Dental Plan of NJ or equal dental insurance. Any increase in dental benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above the rate in effect on July 1, 2003 will be subject to negotiations 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 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 for 2003-06. 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.

\*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 Agreement.

## **ARTICLE XVII**

### **DURATION OF AGREEMENT**

- A.** This Agreement shall be effective July 1, 2003 and remain in effect through June 30, 2006 subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally. If a successor agreement is not entered into on or before June 30, 2006, the present Agreement shall remain operative and binding upon all parties until such successor Agreement becomes effective.
- 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

17<sup>th</sup> day of November 2003