

Draft

# Agreement

between

**TEANECK BOARD OF EDUCATION**

Teaneck, New Jersey

and

**TEANECK ASSOCIATION**

of

**ADMINISTRATORS AND SUPERVISORS**



*X* JULY 1980 — JUNE 1982

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# Agreement

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, between TEANECK ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS, hereinafter referred to as "Association", and TEANECK BOARD OF EDUCATION, hereinafter referred to as "Board", and represents the complete and final understanding by the parties on all bargainable issues.

## ARTICLE I RECOGNITION

A. The Board of Education hereby recognizes the Teaneck Association of Administrators and Supervisors as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative and supervisory personnel, excepting the Superintendent and Assistant Superintendent, whether under contract or on leave.

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

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

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

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

## ARTICLE II NEGOTIATION PROCEDURES

A. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Law of 1974, in a good faith offer to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom Association is authorized to negotiate. The time to commence negotiations shall be at a mutually agreeable time. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be adopted by appropriate resolution of the Board and shall be signed by the Board and Association. The signature of Association on the contract shall be pursuant to authorization received from the membership, and

Board reserves the right to request proof of authorization of the membership before appending its signature to any agreement.

B. Either party shall have the right to utilize the services of consultants in their deliberations.

C. Either party shall have the right to have its attorney present without prior notification.

D. It is understood and agreed between the parties that negotiations contemplate a complete agreement to be signed by the respective parties and in the event either of the parties do not receive authorization to execute the agreement negotiated by the members of the negotiating team, then, and in such event, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

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

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

3. In cases involving the withholding of increments pursuant to the provisions of R.S. 18A:29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board the method of review shall be that set forth in R.S. 18A:29-14.

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

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

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

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

### **B. PURPOSE**

Nothing herein contained shall be construed as limiting the right of any

administrator having a grievance to discuss the matter informally, and having the grievance adjusted without the intervention of the Association.

### C. PROCEDURE

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

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

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One — An administrator shall first discuss his/her grievance orally with his/her immediate superior. A decision shall be rendered within five (5) days of said hearing.

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

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

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

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

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

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

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 5, 6 and 7 or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the Superintendent to act, or within ten (10) days of the determination by him/her, may appeal to the Board of Education, unless a different period is mutually agreed upon.

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

The writing set forth in Paragraph 5, and a further statement in writing

setting forth the administrator's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party and the Association.

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

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

12. In the event an administrator is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the provisions of Chapter 303, Laws of 1968. Where both parties consent, the arbitration may be binding instead of advisory.

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

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

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

15. In any case, where a grievance is based upon the direct order, ruling, or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within fifteen (15) days of the issuance of said order, ruling or directive, or within fifteen (15) days of the time when same has been brought to the administrator's attention, by filing with the School Business Administrator/ Board Secretary a written statement setting forth:

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

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

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

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

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

19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.

20. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

## **ARTICLE IV SICK LEAVE**

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

B. 1. If, in individual instances, personnel exhaust both current and accumulated paid sick leave days, the individual may appeal to the Superintendent of Schools for consideration for additional paid sick leave days for the current school year.

2. The Superintendent after consultation with the Executive Board of the Association, shall recommend to the Board of Education whether or not to grant additional days. If his/her recommendation is to grant, s/he shall also recommend the number of additional days.

3. The Board of Education shall consider the recommendation of the Superintendent and approve, modify, or disapprove such recommendation.

4. If the individual is dissatisfied with the Board's decision, s/he may appeal to the Board within 30 days and will be granted a hearing, at which the individual and/or a representative may request the Board to reconsider its decision.

5. The decision of the Board, after such hearing, shall be final and binding and shall not be arbitrable.

6. Any of the additional sick days that may be granted and unused at the close of the school year may not be added to the individual accumulated sick leave account referred to in paragraph C.

C. "Administrators shall be credited with one (1) paid sick leave day per contract months or major fraction thereof to be used for the purposes defined in Section A. In the event less than ten/twelve (10/12) days of sick leave are utilized by any administrator covered by this Agreement, there shall be credited to the administrator in his/her sick leave account, the difference between the number of days actually used and ten/twelve (10/12) days in accordance with R.S. 18A:30-3."

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

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

F. Upon retirement or resignation after ten (10) years continuous employment personnel covered under this Agreement shall be entitled to an unused sick leave benefit determined by the sick leave account balance, at the effective date of retirement or resignation, accumulated since the beginning of employment,

but not earlier than September 1, 1954, in accordance with Section C above and the following schedules:

Effective July 1, 1980

<i>Classification</i>	<i>Per Day Payment</i>	<i>Maximum Payment</i>
<b>I</b>	\$40.00	\$7,500.00
<b>II</b>	\$30.00	\$5,500.00
<b>III</b>	\$20.00	\$3,500.00

Effective July 1, 1981

<i>Classification</i>	<i>Per Day Payment</i>	<i>Maximum Payment</i>
<b>I</b>	\$45.00	\$8,500.00
<b>II</b>	\$35.00	\$6,500.00
<b>III</b>	\$25.00	\$4,500.00

Said benefit shall be paid within sixty (60) days after the date of retirement.

## **ARTICLE V LEAVES OTHER THAN SICK LEAVES**

### **A. CHILD REARING LEAVE**

1. In the case of a birth or adoption placement of a child any administrator shall have the right to apply for a leave without pay for child rearing purposes.

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

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

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

5. Where the birth or adoption placement of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

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

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

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

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

10. The dates for the commencement and termination of child rearing leaves



shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

#### **B. DEATH IN THE IMMEDIATE FAMILY**

1. Administrators may be granted a leave of absence, without loss of pay, for death in the immediate family, for five (5) calendar days commencing not later than the day after death. Immediate family to include wife, husband, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

2. In the event additional leave is required, up to a maximum of three (3) more calendar days will be approved at regular pay, less thirty dollars per day Class I, twenty dollars per day Class II and ten dollars per day Class III.

#### **C. DEATH IN THE NON-IMMEDIATE FAMILY**

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

2. In the event additional leave is required, up to a maximum of two (2) more calendar days will be approved at regular pay, less thirty dollars per day Class I, twenty dollars per day Class II and ten dollars per day Class III.

#### **D. DEATH—OTHER THAN RELATIVES**

An Administrator may be granted one (1) working days a year of absence at regular pay less thirty dollars per day Class I, twenty dollars per day Class II and ten dollars per day Class III.

#### **E. ILLNESS IN IMMEDIATE FAMILY**

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

#### **F. QUARANTINE**

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

#### **G. PERSONAL BUSINESS**

1. Two days for personal business shall be allowed an administrator during the first year of this contract. Both of these days, if not used during the first year, may be carried forward and added to two days for personal business use during the second year of this contract.

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

3. Commencing July 1, 1981, the Superintendent of Schools in his sole discretion (and not subject to the grievance procedure) may, upon request, grant an additional personal business day.

#### **H. RELIGIOUS HOLIDAYS**

Administrators may be absent for the purpose of observing religious holidays not provided by the Board of Education at regular pay, less thirty dollars per day Class I, twenty dollars per day Class II and ten dollars per day Class III.

#### **I. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY**

In the event an Administrator is unable to attend a lawfully assigned duty

or meeting and has not received approval from the Administrator's immediate superior or Superintendent of Schools for such absence, he shall, nevertheless receive at regular pay, less thirty dollars per day Class I, twenty dollars per day Class II and ten dollars per day Class III.

#### **J. ABSENCE DURING REGULARLY SCHEDULED DAY**

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

#### **K. WITNESS IN COURT**

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

#### **L. SEPTEMBER AND JUNE REGULATIONS**

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

#### **M. WORKMEN'S COMPENSATION INJURY**

Administrators must inform the Business Office immediately of any absences due to an on-the-job injury for which a Workmen's Compensation claim is filed.

#### **N. PROFESSIONAL LEAVE**

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

## **ARTICLE VI REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS**

#### **A. REPORTING ABSENCE**

1. When absence is necessary, administrators must notify the designated person no later than 7:00 A.M. on the day of such absence.

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

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

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

#### **B. REIMBURSEMENT REGULATIONS**

1. In order to secure salary reimbursement on account of absence, admin-

istrators will be required to fill out properly a "REPORT OF ABSENCE" which may be obtained in the Main Office of a School.

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

## ARTICLE VII MEDICAL INSURANCE

A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator and in cases where appropriate, according to the contract, for family and for other dependent plan insurance coverage.

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

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

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

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

D. The Board shall provide an annual physical examination for all administrators and supervisors and all such employees covered under this Agreement shall be required to undergo such a physical examination by a physician from an approved list of physicians provided by the Board. An individual administrator or supervisor may submit the name of his/her personal physician for possible inclusion on the approved Board list. The scope of the physical examination shall be as set forth in the medical examination form agreed upon by the parties. The Board shall pay for the cost of such examination up to the maximums noted below:

1. March 1, 1980 through December 31, 1980 (one examination)—\$250.00.
2. January 1, 1981 through June 30, 1982 (one examination)—\$150.00.

E. The Board shall provide for an income protection plan such as that provided by Washington National Insurance, or like carrier for all administrators covered by this Agreement and shall pay for the cost of such plan up to the following maximums:

1. January 1, 1981 through June 30, 1981—\$63.00.
2. July 1, 1981 through June 30, 1982—\$250.00.

## **ARTICLE VIII**

### **SALARY GUIDE AND SALARY REGULATIONS**

A. During the years of 1980-82 Board covenants and agrees to pay to the staff the salaries in accordance with the Administrative Salary Guide as hereinafter set forth in schedule A.

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

Paragraph (1) of the following salary regulations will not apply to the positions listed in Classifications II and III of the salary guide:

#### **B. SALARY REGULATIONS**

1. Minimum educational training required shall be a bachelor's degree.
2. Salary increments and/or adjustments shall be awarded on the basis of satisfactory service and shall not be considered automatic.
3. Salary increments will be granted for personnel on leave of absence for overseas teaching or military service.
4. Administrators with military training may be given credit, not to exceed four years, for their service as though it were teaching experience. Ten months of active duty shall equal one year of experience.

#### **C. EXCEPTION CLAUSE**

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

## **ARTICLE IX**

### **EDUCATIONAL CREDIT PAYMENT PLAN**

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

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses.
2. Upon completion of a course(s), a transcript must be submitted to the office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall not negate the payment, unless in the judgment of the Superintendent, with the advice of the In-Service Committee, it is the result of excessive absence. A second failure during the administrator's service in Teaneck shall not be reimbursed.
3. Payment will not include books, registration, or student fees, laboratory fees, etc., but is limited to payment for credits only.
4. Payment will be limited to no more than six (6) credits per semester during the school year (September 1 - June 30). There is no limitation imposed on the number of credits taken during the summer period.

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

6. The total of payments to be made by the Board under the terms of this article shall not exceed \$6,000. for each year of this agreement. No course payment shall be approved for administrators who apply after the aforementioned total payment has been expended.

## **ARTICLE X DURATION OF AGREEMENT**

This agreement shall become effective July 1, 1980, and it shall remain in full force and effect until June 30, 1982, and shall continue from year to year thereafter unless one party notifies the other of its desire to terminate, alter or amend the Agreement in accordance with Article II.

## **ARTICLE XI DEDUCTIONS FROM SALARY**

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

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

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

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

## **ARTICLE XII VACATIONS**

A. Twelve-month administrative personnel shall be entitled to vacation according to the following schedule:

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

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

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

C. Earned vacation time not taken by the end of the second fiscal year after it was earned shall be deemed to be lost and unrecoverable, except that in no case shall an administrator lose earned vacation time as the result of disapproval by the Superintendent of Schools.

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

E. Effective July 1, 1973, administrators and supervisors, subject to the approval of the Superintendent of Schools, may redeem, each year, a maximum of one week (5 days) of earned vacation time.

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

2. Oldest earned vacation time must be redeemed first.

## **ARTICLE XIII ADMINISTRATIVE VACANCY**

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

## **ARTICLE XIV SECRETARIAL SERVICES**

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

## **ARTICLE XV PROMOTIONS**

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

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

1. When school is in session, a notice shall be posted in each school as far in advance as is reasonably possible, and a copy of the notice sent to each Administrator. Copy of the notice shall be given to the Association at the time of posting. Administrators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such applications. Where the position requires specific certification, the Administrator interested in applying for such a position shall indicate in his/her application the qualifications possessed by him/her.

2. Administrators who desire to apply for promotional positions which may be filled during the summer period when the Administrator is not regularly on duty, shall submit their names to the Superintendent, together with the position for which applicant desires to apply and the address where the applicant can be reached during the summer. The Superintendent shall notify such applicants of any vacancy in the positions for which they desire to make application. In addition, the Superintendent shall, within the same period of time, post a list of promotional positions to be filled during the summer period at the principal's office in each school, and a copy of said notice shall be given to the Association.

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

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

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

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

## **ARTICLE XVI TAX SHELTERED ANNUITY**

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

B. Said group contract may make provisions for individual tax sheltered annuity

contracts according to terms agreed to between the Board and the Association, provided such terms do not restrict the rights of other employees who are not members of the Association.

## **ARTICLE XVII BOARD RIGHTS**

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

1. To direct employees of the school district.

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

3. To maintain the efficiency of the school district operations entrusted to them.

4. To determine the methods, means and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal Agency.

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

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

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

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

## **ARTICLE XVIII MISCELLANEOUS**

A. Released time for the purpose of conducting the affairs of the Office of the President of the Teaneck Association of Administrators and Supervisors will be permitted by agreement between the President of the Association and the Superintendent of Schools.



B. Commencing July 1, 1981, one hundred dollars per administrator will be budgeted for professional travel, conferences and professional materials purchased in conjunction with the administrator's employment, all of which are subject to the prior approval of the Superintendent of Schools. Request for such reimbursement will be made on a form provided by the Board and such form shall indicate the date by which approval or disapproval is desired. The Superintendent of Schools will in his discretion approve or disapprove such reimbursement requests within thirty (30) days of the request being made.

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

1. Those who are currently receiving a flat monthly mileage reimbursement will continue to receive that same flat allowance only so long as they remain in their present position.

2. Those administrators and supervisors who are presently receiving the flat monthly mileage reimbursement may elect to receive the cents per mile allowance noted below. However, once having made such election the administrator or supervisor may not return to the flat monthly mileage reimbursement.

3. New administrators and supervisors as well as administrators and supervisors in newly created positions will receive the cents per mile allowance.

4. All other administrators and supervisors not currently receiving the flat monthly mileage reimbursement as well as those administrators and supervisors who may be transferred from their present positions will receive the cents per mile allowance.

5. The mileage allowance is 20¢ per mile for approved travel in accordance with Board Rules and Regulations.

## **ARTICLE XIX SEPARABILITY AND SAVINGS**

If any provision of this Agreement between the Board of Education and Teaneck Association of Administrators and Supervisors, or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XX FULLY BARGAINED PROVISIONS**

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

BOARD OF EDUCATION

ASSOCIATION

*Bernardine A. Harford*  
President

*A. Keller*  
President

Attest:

*[Signature]*  
Secretary

*Eunice Pruitt*  
Secretary

7/16/81  
Date

7-7-81  
Date

**SCHEDULE A**  
**TEANECK PUBLIC SCHOOLS**  
**ADMINISTRATIVE/SUPERVISORY**  
**SALARY GUIDE**

**July 1, 1980 to June 30, 1982**

A. The salary paid to administrative or supervisory personnel is determined by multiplying the base multiplier for the applicable classification of personnel by the ratio indicated for the position, subject to negotiated salary regulation applicable to newly employed personnel.

**BASE MULTIPLIER**

*Classification I*

1980-1981 year base multiplier —	\$27,950.
1981-1982 year base multiplier —	30,600.

*Classification II*

1980-1981 year base multiplier —	22,000.
1981-1982 year base multiplier —	24,100.

*Classification III*

1980-1981 year base multiplier —	8,500.
1981-1982 year base multiplier —	9,700.

**POSITION RATIOS**

*Classification I*

Elementary Assistant Principals (10 Mos.) .....	1.16
Elementary Principals (12 Mos.) .....	1.40
Director of Elementary Education .....	1.53
Director of Secondary Education .....	1.53
Junior High School Assistant Principals .....	1.35
Junior High School Principals .....	1.49
Subject Supervisor .....	1.27
Special Projects Coordinator .....	1.15
High School Assistant Principals .....	1.38
High School Principal .....	1.60
Director of Guidance .....	1.43
Director of Special Services .....	1.53
Director of Engineering .....	1.49
Bus. Administrator/Board Secretary .....	1.65
Administrative Assistant to Superintendent .....	1.20
Data Processing Controller .....	1.25

*Classification II*

Supervisor of Operations .....	1.05
Director of Food Services .....	1.20

*Classification III*

Food Service Manager*—H.S. (10 Mos.) .....	1.22
Food Service Manager*—J.H.S. (10 Mos.) .....	1.17

\*Additional compensation will be made for special assignments beyond normal working hours. The rate of compensation will be calculated by the annual salary divided by 1600 and multiplied by 1½.

The Food Service Manager in charge of the food preparation for the entire elementary school lunch program shall receive a salary differential of \$300. per annum.

B. All administrative or supervisory personnel employed in an administrative or supervisory position as of July 1, 1974, in the Teaneck Schools and continually thereafter, and who may, subsequently, transfer to another administrative or supervisory position shall receive the full salary for the position as determined by the position ratio times the base multiplier.

C. All administrative or supervisory personnel newly employed in an administrative or supervisory position after July 1, 1974, shall be placed on the salary guide according to the following formulas which reflect an experience factor. Nothing shall restrict the sole prerogative of the Board to waive some or all of the experience levels and place new personnel on a level higher than the first year level.

*Classification I*

1st year	position ratio X base multiplier less \$6,000.	= salary
2nd year	position ratio X base multiplier less 4,500.	= salary
3rd year	position ratio X base multiplier less 3,000.	= salary
4th year	position ratio X base multiplier less 1,500.	= salary

*Classification II*

1st year	position ratio X base multiplier less \$4,400.	= salary
2nd year	position ratio X base multiplier less 3,300.	= salary
3rd year	position ratio X base multiplier less 2,200.	= salary
4th year	position ratio X base multiplier less 1,100.	= salary

*Classification III*

1st year	position ratio X base multiplier less \$1,800.	= salary
2nd year	position ratio X base multiplier less 1,350.	= salary
3rd year	position ratio X base multiplier less 900.	= salary
4th year	position ratio X base multiplier less 450.	= salary



