

**Agreement**

Between the

**Montclair Board of Education**

and the

**Montclair Supervisors Association**

for the years

**2005-2008**

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**Montclair Board of Education**

*and*

**Montclair Supervisors Association**

*For*

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Agreement (hereafter the "Agreement") made as of the 14th, day of February, 2006, by and between the Montclair Board of Education ("the Board") and the Montclair Supervisor's Association ("the Association") pursuant and subject to Chapter 123, New Jersey Public Laws of 1974, as amended.

The Board and the Association (hereinafter sometimes referred to as "the parties" agree as follows:

**Article 1. Duration of Agreement**

1.1 **Term:** The term of this Agreement shall commence on July 1, 2005 and end on June 30, 2008.

**Article 2. Recognition**

2.1 **Unit.** The Board recognizes the Association as the sole and exclusive bargaining representative for the Employees of the Board in the following categories, including those with tenure, those on probation and those on sabbatical leave, but not those on interim (i.e., non-contractual) or per diem appointments:

**High School Department Chairpersons  
Athletic Directors**

2.2 **Definition Personnel.** As set forth in Section 2.1 are, hereafter, referred to collectively as "Employees", and individually as "Employee".

### Article 3. Negotiation of Successor Agreement

- 3.1 **Deadline.** The parties agree to commence negotiations with respect to a successor Agreement in accordance with N.J.A.C. 19:12-2.1. Such negotiations shall begin with a formal meeting to exchange written proposals for the successor agreement. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties on or before February 1, in the year preceding the expiration of contract.
- 3.2 **Information Exchange.** During negotiations, the Board and the Association shall promptly make available to the other, upon reasonable request, such information within their possession which is relevant and not privileged or confidential.
- 3.3 **Meetings.** Negotiating sessions shall be scheduled as mutually agreed upon.
- 3.4 **Exclusive Representation.** The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement, concerning the Employees in the bargaining unit, unless such organization first shall have been duly certified as the majority representative of such Employees.

### Article 4. Compensation

<b>Size/years:</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>5</u></b>	<b>Article 7: maximum teaching load</b>
1-7	4	4.25	4.5	5.0	4 classes
8-24	4.5	5	5.5	6.5	2 classes
25-35	5.0	5.5	5.75	6.75	1 class
36+	5.5	6.0	6.25	7.25	1 class

After the above ratio is applied, a fixed amount that is not affected by the ratio will be added to base salary in the amount of:

<u>Yr. 1</u>	<u>2</u>	<u>3</u>
\$1,000	\$1,000	\$1,000

After the differentials and ratios are applied, the minimum amount of salary paid a chair will not be lower than the amount found on step 10 of the MEA contract.

#### 4.2 Additional Stipends -

a/ **Athletic Directors or Chairpersons for Athletics:** Paid as per the teacher's salary guide with salary to be converted from 10 month to reflect

employment calendar, along with an additional 4.5% stipend added to base in addition to the 4.1 differential. This stipend included in the base salary fully compensates the recipient for additional duties on evenings and weekends required by his/her presence at athletic events.

b/ **SVPA** – Effective 7/1/2002 the stipend for directing SPVA will be 12.6% of base salary or \$9,950, whichever is greater.

#### **4.3 Employment –**

a- 1) Department chairs will be expected to chair any 6-12 curriculum articulation meetings when requested. When such meetings occur during regular hours, no additional compensation will be received.

b) All chairs unless otherwise specified will be employed on a 10 month basis. Up to fifteen days in year 1 and 20 days in years 2 & 3 in excess of the required teacher work days may be required by the building principal and the Superintendent for seminars, meetings etc.. Prior written approval is required for such time. An additional five extra days in year 1, and 10 extra days in years 2 & 3, may be worked at the HS Chairperson's discretion for other duties, with prior approval of the Superintendent or Principal. Pay shall be at the employee's computed daily rate of pay. Employees who work approved time on site on days not specified in their employment calendar shall be compensated at their per diem rate, except as specified below for 12 month positions.

c/ The stipend for a chair employed as a 12 month employee shall be the 10 month salary plus \$9,000, \$11,000, and \$12,000.

d/ Dept. Chairs teaching extra classes will be paid 25% per class when the assignment exceeds 19 consecutive days in the same assignment. When 19 days is exceeded, payment will be adjusted retroactively to the first date of the assignment.

#### **4.4 Professional Dues.**

a/ The Board, upon receipt of appropriate documentation, will reimburse each HS Chairperson for professional educational dues (but not for political or collective bargaining related organizations) up to a limit of \$200.00 in year 1, \$250 in years 2 and 3.

b/ The board will pay for 100% of the HS Chairpersons expenses at approved conferences as long as pre-approval of the conference is obtained from the superintendent or principal. This provision must be in accordance with the regulations of the board pertaining to reimbursement for conferences and travel.

c/ Any individual disability insurance benefits (i.e. Washington National) or reimbursement for such programs afforded the teacher's association (MEA) will be comparably awarded MSA members.

#### 4.5 Longevity.

a/ For the purposes of this section, Longevity Employees are Employees who, at the end of any Contract Year, shall have completed the required number of full years of employment with the Board:

b) On or before the end of the First Contract Year, and each succeeding contract, the Board shall pay the applicable longevity payment to each HS Chairperson who is or has become a longevity employee during such contract year.

c) Longevity payments with respect to each contract year shall be at the rate negotiated for teachers under the MEA contract plus \$100 for 18 years and \$200 for 25 years.

d/ In addition to the 18 year and 25 year longevity, an additional Longevity of \$500 will be added to the base salary as of 7/1 each year to those employees serving as a high school chairperson in the district for 10 years or longer.

4.6 **Withholding Increments.** Employment or adjustment increments may be withheld for inefficiency or other just cause related to a HS Chairperson's performance of duties, but only in accordance with the following;

a) The HS Chairperson is evaluated in accordance with applicable Board policy or procedure in cases of inefficiency.

b) When a member receives notice that an increment has been withheld the member may request a hearing before the Board.

c) Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to the Commissioner of Education.

d) Any Employee who has had an employment increment or adjustment increment withheld under this provision shall be restored to guide the year following the withholding of the increment. In the event an employee suffers the withholding of an increment on at least two occasions while in the employ of the Board, then the difference in compensation occasioned by the withholding of the increment shall remain constant for the balance of the employee's employment by the Board.

**4.7 Payment Method.** HS Chairpersons shall be paid as follows:

- a) Each HS Chairperson shall be paid in equal semi-monthly installments, payable on the last working day prior to the 15th and the last working day of the month.
- b) When a pay day falls on or during a holiday, vacation, or weekend, HS Chairpersons shall receive their pay checks on the last previous working day.
- c) When possible, all stipends will be determined and when necessary adjusted retroactively to base salaries by October 15th of each contract year.

## **Article 5. Medical Benefits**

### **5.1 Medical/Surgical.**

The Medical Plan for HS Chairpersons will be identical to the plan for the MEA.

## **Article 6. Hours**

**6.1 In School Workday.** All HS Chairpersons shall report for duty 15 minutes prior to the beginning of school and shall remain 30 minutes beyond the closing of school. The maximum number of minutes shall not exceed 445 in any regularly scheduled school day.

**6.2 Lunch Periods.** HS Chairpersons shall have a daily duty-free lunch period equal in duration to that of the students.

## **Article 7. HS Chairpersons' Workload and Related Matters**

**7.1 Current Practice.** The Board agrees to negotiate any substantial change in current practice in hours and load prior to implementation thereof, during the term of this Agreement.

**7.2 Job Description.** The job description includes the requirement for supervisory certification for those department chairpersons conducting evaluations.

### **7.3 Teaching Load: Effective 7/1/99**

Departments with:

7 or fewer teaching members =	4 classes
8 - 24 members =	2 classes
25 - 35 members =	1 classes
36+ members =	1 classes (6-12 only, + 1% base salary)

\* Non-certified staff (aides, secretaries, coaches) will be counted on a ratio of 3 employees to 1 cert. staff member.

7.5 Chairs will be assigned secretarial assistance through the building principal if requested.

7.6 The association will be provided a minimum of five laptop computers for member use. By the start of the 2006-2007 school year, each chairperson will be provided a laptop for business use.

## **Article 8. Meeting and Related Matters**

**8.1 After-School Responsibilities.** The departure time set forth in Section 6(a) shall not apply in the event of general faculty meetings, department meetings or after-school activities such as clubs and parent and student conferences. It is the professional responsibility of Chairpersons to be available beyond the regular departure time for after-school help for students/staff if needed. Such professional responsibility shall include accessibility by parents of students assigned to said chairperson's class, including the establishment of appropriate means for access by parents by way of telephone or individually scheduled conferences, on an as needed basis, without additional compensation. The parties further agree to meet and confer during the life of the agreement to address and resolve any security concerns of the Association as they relate to this provision.

### **8.2 Evening Meetings.**

(a) Chairpersons shall not be required to attend more than three (3) evening meetings or evening assignments without additional compensation.

(b) In addition to the meetings set forth in Subsection 8.2(a), two meeting per year for scheduled parent-teacher conferences may be held, without additional compensation, but on the day of parent teacher conferences in the evening, school shall close following a district scheduled abbreviated day which shall reflect the minimum number of hours required by the state for the day to count as a full day of school for students. (c) In addition to the meetings set forth in Subsections 8.1(a) and (b), one meeting per year for conferences involving parents may be held without additional compensation, but only if the Board, upon recommendation of the Superintendent following his/her consultation and discussion with the Association President and/or his/her designee, shall determine that the needs of the district so require. On the day of such conferences, school shall close after four (4) consecutive hours.

**8.3 Agenda for Meetings.** Notice of, and the agenda for any faculty meeting shall be given to Supervisors involved at least one day prior to the meeting, except in an emergency. Supervisors shall have the opportunity to suggest items for the

agenda.

- 8.4 (new) Representatives from the association may, at the association's request, meet confidentially with the building administration at least bi-monthly to discuss in a professional manner issues that are concerns or suggestions for improvement. Minutes from said meetings will be forwarded to the superintendent or designee and maintained for a period one year.
- 8.5 When schools are closed for emergencies and students are sent home, MSA members will be given the same consideration as teachers and allowed to leave early whenever possible.

### **Article 9. Work Year and Personal Days**

- 9.1 **Work Year.** The work year and holidays for Supervisors are found in the adopted school calendar.
- 9.2 **Personal Days.**
- a) Personal days are available only when others in the same employment category are not expected to be absent.
  - b) Unused Personal Days. All unused days, categories numbered 3,4, and 5 on the personal day request form will be credited to the sick leave accumulation for each Supervisor after each June 30 to a maximum provided by law.
- 9.3 **Earned Personal Day.** In the event that none of the sick days allowed per year set forth in Section 11.2 is used by a Supervisor, that Supervisor shall have one earned personal day which may be used only in the following year. No reason need be given by the Supervisor wishing to take the earned personal day. (Form B-57, Appendix G is to be used for these days).
- 9.4 **Procedure for Earned Personal Day.** A Supervisor need not obtain prior approval before taking her/his earned personal day; she/he shall, however, give at least 24 hours' prior notice and may be required to defer taking her/his earned personal day, if more than ten percent (10%) of the same category employees in his/her building will be absent on that day.

## Article 10. Leave

10.1 **Coverage.** Ten Month Supervisors are provided ten (10) days of sick leave per year. Twelve month employees are provided twelve (12) sick days per year.

- a) Supervisors who begin initial work after the start of their full year will receive a pro-rata number of sick days.
- b) Upon recommendation by the Superintendent, the Board may grant additional sick days to those who have been employed in this district ten years or longer when the supervisor has exhausted her/his accumulated days and will be in need of more days. These days shall be calculated according to the following: a maximum of three additional days for each year of service in Montclair.

10.2 **Return from Sick Leave.** Any Supervisor who has been absent for a period longer than five (5) consecutive working days must present a release from her/his physician indicating her/his ability to resume regular duties in full or to what extent duties may be resumed. This release shall be given to the immediate supervisor. The Board may require additional examination by its physician.

10.3 **Notice.** Not later than October of each year, each Supervisor shall be apprised of the number of accumulated sick days she/he has. This number should be tabulated as of July 1 and include days for the coming year.

### 10.4 Sick Pay Plan

Eligible Chairpersons, upon retirement, shall receive pay for accumulated and unused sick days as follows:

- (i) to be eligible, Eligible Chairpersons shall have terminated employment by reason of retirement, following at least fifteen (15) consecutive years employment by the Board and must have accumulated and unused sick days in excess of 25 days;
- (ii) payment will be made for actual accumulated and unused sick days up to a maximum of:

<u>Max days</u>	<u>Rate</u>
Year I: 105	\$111.00
Year II: 108	\$112.00
Year III: 110	\$113.00

10.5 **Sabbatical Leaves, Eligibility, etc.** Subject to, and only in accordance with,

the provisions of the Board's current Sabbatical Leave Policy.

- 10.6 **Tuition Reimbursement.** The Board will provide reimbursement for courses taken by Supervisors during the year (July 1 - June 30). Reimbursement for tuition shall be at the rate of 50% of cost to a maximum of \$2,500 per Supervisor per school year. These courses must receive prior approval of the Superintendent. Reimbursements will be prepared by the Personnel Office and sent to the Business Office for processing and payment as soon as all required information has been received from the Principal. If the request for tuition reimbursement exceeds \$14,000, then said \$14,000 shall be divided proportionately based on the above prior approvals. The status of the account shall be made known to the President upon request. Those employees beginning employment after the first month of school shall receive a prorated amount of reimbursement.

### **Article 11. Employment Procedures**

- 11.1 **Contract Notice.** Employees shall be notified of their contract and salary status for the ensuing year not later than May 15 of each year.
- 11.2 **Termination Notice.** Notice of termination of employment shall be given to an employee, within 60 days and an employee shall give sixty (60) days notice of resignation.

### **Article 12. Dismissal, Discharge and Discipline Procedures**

- 12.1 **Hearing and Notice.** Whenever an employee is required to appear before the Board, or any committee or designated representative, thereof, concerning any matter which would adversely affect the continuation of that employee in his/her employment, he/she shall be given prior written notice of the reasons for such hearing and shall be entitled to have a chosen representative of the Association present to advise him/her during such hearing. Said notice shall be given to an individual at least five (5) days prior to such hearing.

### **Article 13. Reduction in Force and Reemployment**

- 13.1 **Applicability.** The Parties confirm that the Board has the right to make reductions in force pursuant to N.J.S.A. 18A:28-9, et. seq., and the procedures established by that statute and the regulations promulgated, thereunder, shall apply to tenured certificated employees.
- 13.2 **Notice.** Any anticipated or planned reduction in force of Supervisors shall not be implemented or take effect without sixty (60) days prior notice to the

Association. Following a notice, a meeting between the Board or its representative and the Association shall occur at least twenty (20) days prior to the effective date of such anticipated or planned reduction in force.

## **Article 14. Employees' Rights**

- 14.1 **Representation.** The Board, hereby, agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising government power under the Laws of the State of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of her/his membership in the Montclair Supervisors Association and its affiliates, collective negotiations with the Board, or her/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- 14.2 **Identification.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 14.3 **Personnel Files.** An employee shall have the right, upon request, to review the content of his/her personnel files (excluding employment references, personal and academic references) and to receive copies. No materials (excluding employment references, personal and academic references) shall be placed in an employee's personnel files without her/his knowledge. The employee has the right to respond in writing to any materials placed in her/his files, and such response shall become part of the files.
- 14.4 **Complaint Procedure.** Any complaint regarding a Supervisor made to any administrator by a parent, student, or other person, not having a position in the school system, shall be subject to the procedure set forth herein. A "complaint" is a serious statement which criticizes the Supervisor and which, if true, would adversely affect the evaluation of the Supervisor. Upon receipt of a complaint, the Principal shall in all events inform the Supervisor of the complaint and shall attempt to resolve the matter informally, which may include but is not limited to:
- a) an invitation to the complainant to meet with the Supervisor;
  - b) a meeting of the Supervisor with the Principal.

In the event the Supervisor is not satisfied with the status of the matter after such

attempted informal resolution, she/he may (i) have a meeting with the Superintendent (or his/her designee) to discuss the matter, accompanied with the Supervisor's chosen representative and (ii) place a written statement concerning the matter in his own personnel file.

Any complaint as to the procedure set forth herein which has not been followed shall not be included in an evaluation, and violations of the provisions of this Section 14.4 shall be subject to the grievance procedures.

## **Article 15. Association Rights and Privileges**

15.1 **Equipment.** The Association shall have the right to use school equipment on location if not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and labor applicable to such use.

15.2 **Mail Facilities.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as to it deems necessary. This equipment includes such things as faxes, computers, telephones, printers, copiers and other office communication devices.

15.3 **Job Descriptions.** The Association shall have the right to call for and receive a job description for any category of employee. The Board shall consult with the employees covered by any particular job description prior to any revision of it. Job descriptions may be reviewed every five (5) years or sooner upon request of the employee or the Board.

## **Article 16. Grievance Procedure**

### **16.1 Definitions**

- a) A "grievance" shall mean a complaint by an employee or a group of employees that there has been to him/her or to them, or to the group, an inequitable, improper, or unjust application, interpretation or violation of this Agreement.
- b) "Aggrieved party" shall mean any person or group of persons in the group filing a grievance. However, when a group is involved the grievance shall be processed as an individual grievance.
- c) "Days" shall be work days as specified in the employees calendar.
- d) The "immediate supervisor" shall mean the person so designated by the District's organization chart.

16.2 **Declaration of Purpose.** It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to grievances of Association members through procedures under which they may present grievances free from

coercion, interference, restraint, discrimination, or reprisal, and by which there is adequate opportunity to dispose of differences in a professional manner, without where possible, involving the Board of Education in time consuming and costly proceedings.

16.3 A grievance to be considered under this procedure must be initiated within twenty (20) work days of its occurrence.

16.4 Failure at any step of this procedure to communicate in writing the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure of the aggrieved party at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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

16.6 **Informal Stage 1.** The aggrieved party shall first discuss the grievance with his immediate supervisor with the objective of resolving the matter informally (Stage 1). The immediate supervisor shall meet with the aggrieved party within five (5) work days after receiving notice of the grievance. The immediate supervisor shall render a decision within five (5) work days after said meeting.

16.7 **Formal Stage 2.** If as a result of the discussion the aggrieved party is not satisfied with the disposition of his grievance at Stage 1, he may formally file the grievance in writing with the superintendent or designee within five (5) work days with a copy to the personnel administrator after the decision at Stage 1, or fifteen (15) work days after the grievance was formally presented, whichever is sooner. The Superintendent shall meet with the aggrieved party prior to communicating his written decision. After the meeting with Superintendent or designee a written decision shall be rendered within ten (10) work days after the formal grievance was delivered to him.

16.8 **Formal Stage 3.** If the aggrieved party is not satisfied with the disposition of his grievance at Stage 2 or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, he/she may within five (5) work days after the decision by the Superintendent or ten (10) work days after the grievance was filed with the Superintendent at Stage 2 whichever is

sooner, submit his grievance through the Superintendent to the Board of Education. The Board or a committee designated by the Board shall meet with the aggrieved party and the Superintendent prior to communicating their written decision. The Board's written decision shall be rendered within twenty (20) work days after the grievance is received by the Board.

16.9 **Formal Stage 4.** In the event that a case is appealed to an arbitrator on which he determines he has no power to rule or which he determines is not arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.

16.10 If the aggrieved person is not satisfied with the disposition of his or her grievance at Stage 3, within five (5) work days after receipt of the Board's decision, or if no decision has been rendered, within twenty (20) school days after the grievance was delivered to the Board, the aggrieved may request that if the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after the request of the aggrieved person by submitting a demand for arbitration to the Public Employees Relations Commission (PERC) and to the Board of Education. The parties shall be bound by the rules and procedures of PERC.

16.11 The arbitrator can add nothing to, nor subtract anything from, this Agreement between the Parties or any policy of the Board of Education. The award of the arbitrator shall be final and binding on the parties.

16.12 It shall be the function of the arbitrator, and shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of this Agreement.

16.13 The fact the grievance has been considered by the parties in the proceeding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in the Agreement.

16.14 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, substance expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

16.15 The aggrieved party may be accompanied and represented at all stages of the formal grievance procedure by legal counsel or a representative from the

local, state or national association.

- 16.16 Notices of grievance at all levels will be filed on a form jointly agreed to by the Association and the Superintendent so as to facilitate operation of the grievance procedure.
- 16.17 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.
- 16.18 While any proceeding is pending and until a final determination has been reached all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- 16.19 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.

**Article 17. Protection of Employees, Students and Property.**

(see current Board policy)

**Article 18. Maintenance of Classroom Control and Discipline.**

(see current Board policy)

**Article 19. Nondiscrimination.**

The Board and Association confirm that there is and shall be no discrimination in the employment, the representation of employees, and the application or administration of this agreement on the basis of race, creed, color, national origin, age or sex.

**Article 20. Savings Clause**

Nothing contained in this agreement shall be construed to deny or restrict to any employee such rights as she/he may have under New Jersey School laws or other applicable laws and regulations. The rights guaranteed to employees hereunder shall be deemed in addition to those provided elsewhere.

**Article 21. Rights Reserved**

Nothing contained in this Agreement shall be construed to limit the right of the Board to adopt, change or administer any policies or procedures, so long as such policies or procedures shall not be specifically at variance with the express terms of this

agreement and the law.

## **Article 22. Miscellaneous**

22.1 **Modification.** This Agreement, may not be modified by the parties in whole or in part, except by an instrument in writing duly authorized and executed by both parties.

22.2 **Printing.** Copies of this Agreement shall be printed at the joint expense of the Board and the Association on a pro-rated basis. The Association shall provide copies to the unit members at its discretion. A printing date shall be agreed upon by the Association and the Board.

22.3 **Notice.** Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or receipted communication letter at the following addresses:

(a) If by Association, to Board at 22 Valley Road, Montclair, New Jersey 07042,

Attention: Superintendent, or Personnel Administrator.

(b) If by Board, to Association at Montclair High School, Montclair, New Jersey 07042,

or such other address as may be designated by the party to which notice is given.

22.4 **Severability.** Any provision of this Agreement or Board Policy found to be contrary to law shall be invalid; all other provisions of this Agreement shall remain in full force and effect.

22.5 **Headings.** The Article and Section headings in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

## **Article 23. Representation Fee**

23.1 During the 1982-83 school year and during the beginning of each membership year thereafter, the Board shall deduct from the salaries of employees who are not members of the Association for the then current membership year a representation fee equivalent to an amount certified to the Board by the Association as equal to regular membership dues, including fees and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or

benefiting only Association members, but in no event shall the amount deducted for the representation fee by the Board exceed eighty-five (85%) percent of the membership dues, fees and assessments; provided, however, that the obligation of the Board to make the wage deduction provided herein shall be contingent upon:

(a) Certification by the Association of the amount to be deducted for the representation fee from each non-member employee's salary by the Board, and

(b) The establishment and continuing maintenance by the Association of a demand and return system in conformance with provisions of N.J.S.A. 34:13A-5.5 and 5.6.

23.2 Prior to March 1, 1984 and prior to the beginning of each membership year thereafter, the Association will submit to the Board a list of those employees who are not members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 23.3 below, the full amount of the representation fee and will transmit promptly the amount so deducted to the Association.

23.3 The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list. The deductions will begin with the first paycheck paid:

(a) 30 days after receipt of the aforesaid list by the Board; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was re-employed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

23.4 In the event an employee who is required to pay a representation fee terminates his or her employment with the Board before all deduction are made, the Board shall deduct the unpaid portions of the fee from the last paycheck paid to said employee during the membership year in question.

23.5 Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and

transmission of regular membership dues to the Association.

23.6 The Association will notify the Board in writing of any changes in the list provided for in paragraph 23.2 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board receives said notice.

23.7 **Indemnity Clause:** The Association shall indemnify and hold harmless the Board against and from any and all claims, demands, grievances, suits and other forms of liability and expenses arising out of, or by reason of, this Article or any action taken or not taken by the Board, its employees and agents in the performance of the provisions of this Article; provided however, that this obligation shall not extend to such claims, demands, grievances, suits and other forms of liability and expenses arising out of the willful misconduct of the Board or out of its negligent and improper execution of its obligations under this Article.

**IN WITNESS WHEREOF,**

the parties have caused this Agreement to be signed this 24th day of April, 2006.

**MONTCLAIR BOARD OF EDUCATION**

By: Deborah Wilson (rep)  
Deborah Wilson, President

**MONTCLAIR SUPERVISORS ASSOCIATION**

By: Shirlene Powell-Sanders (rep)  
Shirlene Powell-Sanders, President