

AGREEMENT

between the

TENAFLY BOARD OF EDUCATION

and the

TENAFLY ADMINISTRATORS AND
SUPERVISORS ASSOCIATION

for the period beginning

July 1, 2017

and ending

June 30, 2020

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ARTICLE I
PREAMBLE

This Agreement made by and between the Tenafly Board of Education (hereinafter "Board") and the Tenafly Administrators/Supervisors Association (hereinafter "Association") for the period July 1, 2017 through June 30, 2020 represents the complete and final understanding of all negotiable issues between the parties.

ARTICLE II
RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following personnel only: certified building Principals, certified Vice Principals, Director and, Supervisors. All other personnel employed by the Board are specifically excluded herein. Whenever the term "Administrator" is used, it should apply to all the stated positions, both 12 month and 10.5 month, except where otherwise noted.

The Superintendent will initiate discussions with TASA for the creation of new positions and/or the changes in the job description or title of a position within the unit.

ARTICLE III
ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

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

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

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

ARTICLE V
EMPLOYMENT PERIOD

Twelve month administrators shall work from July 1 to June 30 of the succeeding year. All 10.5 month Supervisors will work the same 10-month Board approved calendar for teachers plus an additional .5 of a month for a total of 10.5 months. Administrators shall be available at all reasonable times as requested by the Superintendent of Schools.

ARTICLE VI
CREDIT UNION AND TAX SHELTERED ANNUITY

The Board agrees to make payroll deductions for Visions Credit Union and to Board-approved tax deferred annuity plans as may be requested by employees and agreed upon by the Board and deposit such funds in such manner as may be prescribed by law.”

ARTICLE VII
SALARY

2017-18 school year - 2.5% increase based on the number and associated salaries of the TASA members who will be employed as of July 1, 2017.

By June 1, 2017, TASA in conjunction with the Superintendent of Schools, will establish the distribution of the 2.5 % increase among the TASA members who will be employed as of July 1, 2017. As of June 1, 2017 all positions that will be filled by new hires as of July 1, 2017 will not be included in these calculations. The current salary of any TASA member who remains within TASA in a different position will be included in determining the total TASA salary amount to be used for distribution calculations for the negotiated percent.

2018-19 school year 2.5% increase based on the number and associated salaries of the TASA members who will be employed as of July 1, 2018.

By June 1, 2018, TASA in conjunction with the Superintendent of Schools, will establish the distribution of the 2.5% increase among the TASA members who will be employed as of July 1, 2018. As of June 1, 2018 all positions that will be filled by new hires as of July 1, 2018 will not be included in these calculations. The current salary of any TASA member who remains within TASA in a different position will be included in determining the total TASA salary amount to be used for distribution calculations for the negotiated percent.

2019-20 school year - 2.5% increase based on the number and associated salaries of the TASA members who will be employed as of July 1, 2019.

By June 1, 2019, TASA in conjunction with the Superintendent of Schools, will establish the distribution of the 2.5 % increase among the TASA members who will be employed as of July 1, 2019. As of June 1, 2019 all positions that will be filled by new hires as of July 1, 2019 will not be included in these calculations. The current salary of any TASA member who remains within TASA in a different position will be included in determining the total TASA salary amount to be used for distribution calculations for the negotiated percent.

Salaries for new employees will be negotiated between the new hire and the Superintendent of Schools. The minimum starting salaries for future hires for the life of the contract will be as follows:

<u>POSITION</u>	<u>MINIMUM STARTING SALARY</u>
High School Principal	\$ 145,000
Middle School Principal	135,000
Elementary Principal	130,000
Vice Principal/Director	125,000
Elementary Vice Principal	120,000
12 month Supervisor	117,000
10.5 month Supervisor	112,000

In addition to annual salary, all administrators who hold or receive a doctoral degree before the expiration of this contract, shall be paid \$3,000 annually, which shall be reported as pension income, but not to be used as part of the base salary when calculating salary increases. Stipends awarded in the year the degree is earned shall be prorated based on the issuance date of degree as listed on the official transcript.

The Board will implement a 457 Plan for TASA members.

ARTICLE VIII PROFESSIONAL DEVELOPMENT

For each of the three years of the term of this agreement, a pool of professional development money will be aggregated based on \$1650 for each 12-month administrator and \$665 for each 10.5 month administrator in support of professional development activities, including the cost of resources, such as books and technology, which will enhance the work of the administrators. The Board agrees that the amount of professional development money will be placed in a pool and TASA, with prior approval of the Superintendent of Schools, will be responsible for the distribution of the professional development money among its members. Administrators shall be notified by April 15th if there are any Professional Development funds unencumbered for the school year. Administrators may apply to the Superintendent or designee by May 15th. TASA and the Superintendent will determine how the remaining funds will be distributed. Administrators may be reimbursed in the following areas:

- A. Professional travel expenses in accordance with state guidelines while on Board of Education business from the individual administrator's professional development account.
- B. The cost of professional membership fees for organizations directly related to education for all administrative staff from the individual administrator's professional development account.
- C. The cost of professional meetings and seminars for all administrative staff from the individual administrator's professional development account.
- D. Additional tuition costs as allowable per the remaining available TASA Professional Development pool in conjunction with Superintendent or designee. Such course work must be completed within the district fiscal year, and shall be reimbursed upon submission of official transcripts indicating completion of the course work. The provisions of this section shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5 or any other statutory provision or administrative regulation.

All such expenditures shall have the prior approval of the Superintendent of Schools. Any equipment issued to administrators by the District is the property of Tenafly Public School District and should be used in accordance with District policies and regulations.

The Board of Education will provide funding, outside of the administrator(s)' professional development allotment for:

- A. attendance, including registration, transportation, accommodations and meals, at workshops, seminars or other programs which the administrator(s) is (are) required to attend by the superintendent.
- B. dues for one professional State association for each Administrator at his/her administrative level.

ARTICLE IX
INSURANCE PROTECTION

Health Insurance

- A. Payment toward Health Benefits will be in accordance with N.J. State regulations. TASA agrees that members would not be protected in future years from any changes in state regulations.
- B. The Board agrees that Dental coverage will remain the same as in the previous TASA contract.
- C. The Board will implement a 125 Plan for Health and Child Care for all TASA members.

ARTICLE X
SICK LEAVE AND SEVERANCE PAY

A. Cumulative Sick Leave

Each 12-month Administrator shall be entitled to fifteen (15) days of annual sick leave and each 10.5 month Administrator shall be entitled to fourteen (14) days of annual sick leave, which shall accumulate from year to year.

B. Severance Pay

Payment for unused accumulated sick leave upon retirement shall be paid at a rate of \$200 per diem to a maximum of \$15,000.

Except in cases where a retirement of an employee is caused by a documented disability, a documented serious illness of a child or spouse, or a spouse's transfer of employment, no administrator shall be eligible to receive payment at retirement for unused accumulated sick leave pursuant to this article unless such administrator: (a) retires effective at the end of the regular school year on June 30 or at the end of the fiscal year on December 31, and (b) provides the Board with at least 60 days' prior written notice of his or her intent to retire.

ARTICLE XI
LEAVES WITH PAY

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

ARTICLE XII
JURY DUTY, SUBPOENA OR LEGAL PROCESS

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

ARTICLE XIII
EXTENDED LEAVES OF ABSENCE

Anticipated Disability Leave

- A. Any administrator who anticipates undergoing a state of disability, such, as but not limited to, surgery, hospital confinement, medical treatment, may apply for a leave of absence based upon such anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to accumulated sick days, if any, of said administrator. All Administrators covered by this Agreement anticipating such a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition is known and shall submit to the Superintendent a certificate from his/her physician verifying the condition expected to result in disability and the physician's prognosis as to the anticipated duration of such disability. If requesting a leave under this Article, the administrator should submit a written request specifying the date on which the Administrator wishes to commence said leave and the date of return.

- B. A pregnant administrator may apply to the Board of Education for a disability leave using accumulated sick days for a period of no more than thirty (30) calendar days before the anticipated date of birth and thirty (30) calendar days after the anticipated date of birth. Such leave must be documented by a physician's letter. The approved disability leave may be extended because of unanticipated disability related to childbirth upon provision of a physician's letter.

- C. The Board shall have the right to require any Administrator who has been on disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming duties. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is originally granted.

Child-rearing Leave

- A. All child-rearing leaves of absence shall be without pay.

- B. Non-tenured administrators: A non-tenured administrator shall be entitled to a leave only up to the expiration of the individual's contract. A non-tenured administrator shall not be denied re-employment on the basis of pregnancy or leave.

- C. Tenured administrators: Requests from tenured administrators for child-rearing leaves of absence shall be acted upon individually by the Board at its sole discretion and on the recommendation of the Superintendent. Extended leaves for child-rearing or adoption may be given upon application by April 1st of the initial leave year or thirty (30) calendar days after the date of birth or adoption, whichever is later, for the subsequent full school semester.

ARTICLE XIV
SABBATICAL LEAVE

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

ARTICLE XV
VACATIONS

- A. Each 12-month Administrator shall be entitled to up to 27 days of vacation with pay annually, with the prior approval of the Superintendent of Schools. Vacations shall not be taken while school is in session or during the last two weeks in August, unless permission is granted by the Superintendent.
- B. A 12-month Administrator who dies before his/her contract period is completed shall have payment for his/her earned but unused vacation days given to his/her estate.
- C. Except in cases where a resignation or retirement of a 12-month Administrator is caused by a documented disability or serious illness, a documented serious illness of a child or spouse, or a spouse's transfer of employment, no administrator shall be eligible to receive payment upon resignation or retirement for earned but unused vacation pursuant to this article unless such administrator: (a) resigns or retires effective at the end of the regular school year on June 30 with an exception for those administrators whose contracts commenced after July 1 but before September 2 who may resign or retire July 31 or August 31 and (b) provides the Board with at least 60 days' prior written notice prior to June 30th of his or her intent to resign or retire. A 12-month Administrator who resigns or retires shall receive payment for earned but unused vacation at a rate of 1/240 of his/her salary.
- D. Administrators shall request vacation days and days off, in writing, to the Superintendent. Approval will be granted in writing.
- E. Each 12-month administrator shall, during his or her first year in such a position, earn and may use two vacation days upon completion of each of the first nine months of service, and three vacation days upon completion of each of the last three months of first-year service. First year 12-month administrators may, with the prior approval of the superintendent, use a maximum of two vacation days before earning them. Each Administrator hired as a 12-month Administrator or transferred into a 12-month Administrator position prior to June 30, 2005 shall be eligible to receive payment upon resignation or retirement for earned but unused vacation on July 1 following the previous school year July 1 through June 30.

ARTICLE XVI
ADMINISTRATIVE VACANCIES

- A. To facilitate the filling of administrative positions, an administrator leaving the district must provide the Board with notice of 60 work days before the date of departure. Any administrator who does not satisfy this 60 work-day requirement shall not receive any severance or accrued vacation days, if eligible.
- B. A Notice of Vacancy in an administrative position shall be posted in each school and a copy shall be sent to the Association ten (10) calendar days before the final date when applications must be submitted. The Notice of Vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation.

ARTICLE XVII
SCHOOL CALENDAR

- A. The Association may provide input to the school calendar, if it so desires, prior to the adoption of the school calendar by the Board of Education. Twelve month administrators shall be entitled to the same fourteen paid holidays as the secretarial/clerical staff per year as well as Christmas Eve if holiday falls on a school day. Administrators will receive Lunar New Year as a holiday when it is a holiday on the District calendar.
- B. In the case of early dismissal, TASA members shall be released after all the students, who to the best of the Administrators' knowledge, have been safely dismissed
- C. If the district uses no more than two of the three days designated for emergency closing, the work year shall be reduced by one day. Notification of the specific day and date will be made to TASA members by April 1.

ARTICLE XVIII
GRIEVANCE PROCEDURE

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

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

ARTICLE XIX
FULLY BARGAINED PROVISION

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

ARTICLE XX
COMMUNICATIONS

Revised T.A.S.A. contract shall be sent electronically to T.A.S.A. President. All required notices between T.A.S.A. President and the Superintendent shall be sent electronically

ARTICLE XXI
TERM OF AGREEMENT

The effective term of this Revised Agreement shall be from July 1, 2017 to June 30, 2020.

WITNESS:

[Signature]
Business Administrator/
Board Secretary

TENAFLY BOARD OF EDUCATION

By: [Signature] Date: 1/4/17
Lynne Stewart
Board President

TENAFLY ADMINISTRATORS AND SUPERVISORS ASSOCIATION

By: [Signature]
President

By: [Signature] Date: _____
Vice President

WITNESS: [Signature]