

AGREEMENT

between the

TENAFLY BOARD OF EDUCATION

and the

TENAFLY ADMINISTRATORS AND
SUPERVISORS ASSOCIATION

for the period beginning

July 1, 2023

and ending

June 30, 2026

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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, 2023 through June 30, 2026 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 other's 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 administrators will work the same 10-month Board approved calendar for teachers, plus an additional 10 work days.

10.5 month Supervisors may work up to an additional 5 days at the discretion of the Superintendent and be compensated at a per diem rate based on x/210. 10.5 month Vice Principals may work up to an additional 20 days at the discretion of the Superintendent and be compensated at a per diem rate based on x/210. Additional days worked will be compensated at the same rate, and administrators shall be available at all reasonable times as requested by the Superintendent. The Superintendent shall determine the number of work days and approve the project(s) to be completed.

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

For the 2023-24 school year a 3.1% increase on the salary base of the number and associated salaries of the TASA members who are employed as of July 1, 2023. The individual salary of each TASA member that was mutually agreed upon by the parties for the 2023-2024 school year, is set forth in a three-year salary schedule on file in the payroll department of the Business Office.

For the 2024-25 school year a 3.1% increase on the salary base of the number and associated salaries of the TASA members who are employed as of July 1, 2023. The individual salary of each TASA member that was mutually agreed upon by the parties for the 2024-2025 school year, is set forth in a three-year schedule on file in the payroll department of the Business Office.

For the 2025-26 school year a 3.1% increase on the salary base of the number and associated salaries of the TASA members who are employed as of July 1, 2023. The individual salary of each TASA member that was mutually agreed upon by the parties for the 2025-2026 school year, is set forth in a three-year salary schedule on file in the payroll department of the Business Office.

Salaries for new employees will be negotiated between the new hire and the Superintendent. The minimum starting salaries for the term of this Agreement will be as follows:

| POSITION | MINIMUM STARTING SALARY | | |
|---------------------------|-------------------------|-----------|-----------|
| | 2023-2024 | 2024-2025 | 2025-2026 |
| High School Principal | \$145,000 | \$149,495 | \$154,129 |
| Middle School Principal | \$135,000 | \$139,185 | \$143,500 |
| Elementary Principal | \$130,000 | \$134,030 | \$138,185 |
| Vice-Principal/Director | \$125,000 | \$128,875 | \$132,870 |
| Elementary Vice Principal | \$120,000 | \$123,720 | \$127,555 |
| 12-month Supervisor | \$117,000 | \$120,627 | \$124,366 |
| 10.5 month Supervisor | \$112,000 | \$115,472 | \$119,052 |

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.
- E. All graduate courses for tuition reimbursement must be earned at a State accredited institution of higher learning and must be approved by the Superintendent prior to enrollment. The courses must have direct relevance to the employee's current or future responsibilities.

All such expenditures shall have the prior approval of the Superintendent. 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. Effective July 1, 2020 all members shall contribute 85% of their Tier 4 contributions to health insurance. 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. All employees hired on or after July 1, 2020 shall receive payment for accumulated sick leave at a rate of Two-Hundred Dollars (\$200) per day at a maximum of fifty (50) days, resulting in a maximum payment of ten-thousand Dollars (\$10,000).

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

A. Personal Days

A TASA member's absence from school for personal or business reasons when not in excess of a total of three (3) school days during the school year or a total of four (4) school days for those who have completed fourteen (14) years of service in Tenaflly, shall be granted without a loss of pay. At the conclusion of the school year, any unused personal days shall be converted to sick days and added to the TASA member's accumulated sick day bank. This provision will be included for both 10.5 and 12-month TASA members. A TASA member's reason for such leave shall be stated in writing in advance to the superintendent or immediate supervisor except when extenuating circumstances do not permit advance notification. The exact reason shall be stated unless the reason is considered very personal by the TASA member in which case the word "Personal" may be used. Additional days beyond those allowed may be granted at the discretion of the Superintendent.

B. Serious Illness or Injury in Immediate Family

For no more than a total of five (5) school days per year for serious illness or injury to a member of the TASA member's immediate family, i.e. husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner as defined by N.J.S.A.

26:8A-10, or any other relative, provided such relative lives within the member's immediate household.

C. Death in Immediate Family

For no more than a total of five (5) school days per incident for death in the member's immediate family, as defined previously in this Article and which for purposes of Section C shall also include grandchildren. In the event of the death of a brother-in-law or sister-in-law, a member shall be eligible to use two (2) of the five (5) days provided by the section.

D. Death of a Relative or Friend

For no more than one (1) school day per school year for a death of a friend or of a relative outside of the member's immediate family.

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

Any Administrator who has completed at least seven (7) successive years of effective service as an administrator in the Tenaflly Public Schools and as a member of this Association, upon the recommendation of the Superintendent and at the sole discretion of the Board of Education, may be granted a sabbatical leave. 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 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 23 days of vacation with pay annually (days will be prorated for any 12-month Administrator that begins their employment after July 1 of said contract year and will be prorated annually at 1.9 days per month), with the prior approval of the Superintendent of Schools. Vacations shall not be taken while school is in session unless permission is granted by the Superintendent. Up to five (5) unused vacation days can be carried over to the following school year only.

- 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 workdays before the date of departure. Any administrator who does not satisfy this 60 workday 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 fifteen (15) paid holidays in accordance with the annual schedule of holidays approved by the Board as well as Christmas Eve if the 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, 2023 to June 30, 2026.

| | |
|---|---|
| WITNESS: | TENAFly BOARD OF EDUCATION |
| | |
| _____ Victor Anaya Business Administrator/Board Secretary | _____ Jocelyn Schwarz Board President |
| Date: | Date: |

| | |
|--------------------------------|--|
| WITNESS: | TENAFly ADMINISTRATORS AND SUPERVISORS ASSOCIATION |
| | |
| _____ Association Secretary | _____ Glenn Peano Association President |
| | _____ John Fabbo Association Vice-President |
| Date: | Date: |