

4-7 4-1052

02-35

**THIS BOOK DOES
NOT CIRCULATE**

A G R E E M E N T

REGARDING THE TERMS AND CONDITIONS
OF EMPLOYMENT BETWEEN

THE BOARD OF EDUCATION

AND THE

MIDLAND PARK ASSOCIATION OF SCHOOL ADMINISTRATORS

OF

MIDLAND PARK, NEW JERSEY

Effective July 1, 1973

Through June 30, 1976

INDEX

<u>ARTICLE</u>	<u>PAGE NO.</u>
I. RECOGNITION	2
II. NEGOTIATIONS PROCEDURES	3
III. ASSOCIATION RIGHTS AND RESPONSIBILITIES	5
IV. ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES	6
V. GRIEVANCE PROCEDURE	7
VI. TEACHER RECRUITMENT	12
VII. PROFESSIONAL IMPROVEMENT	13
VIII. MISCELLANEOUS PROVISIONS	13
IX. SICK LEAVE.	14
X. TEMPORARY LEAVE OF ABSENCE	15
XI. EXTENDED LEAVES OF ABSENCE	16
XII. INSURANCE PROTECTION	16
XIII. SABBATICAL LEAVE	16
XIV. HOLIDAYS AND VACATIONS	17
XV. SALARIES	17
XVI. SEPARABILITY AND SAVINGS	18
XVII. DURATION OF AGREEMENT	19

PREAMBLE

THIS AGREEMENT, entered into this 1st day of October, 1973,

by and

Between BOARD OF EDUCATION OF MIDLAND PARK (hereinafter
referred to as the "Board"),

And

MIDLAND PARK ASSOCIATION OF SCHOOL ADMINISTRATORS
(hereinafter referred to as the "Association"),

represents the complete and final understanding on all bargainable issues
between the Board and the Association for the term of this Agreement.

ARTICLE I
RECOGNITION

1. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel who comprise the unit hereunder as follows:

- A. High School Principal
- B. Elementary School Principal
- C. Director of Continuing Education
- D. Director of Guidance
- E. High School Assistant Principal

2. The term "Administrators" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit.

3. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II
NEGOTIATIONS PROCEDURES

1(A). The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association. The signature of the Association on the contract shall be pursuant to ratification received from the membership and the Board reserves the right to request proof of ratification of the membership before appending its signature to any agreement.

(B). The Midland Park Association of School Administrators shall submit its total contract proposals to the Superintendent of Schools and the Board of Education not later than October 15th of the calendar year preceding the calendar year in which this Agreement expires and such submission of proposals shall constitute the opening of formal negotiations.

(C). In the event that the parties have not achieved a mutually satisfactory agreement at the written request of either party, a copy of which written request shall be delivered to the

other party, the Public Employment Relations Commission may, pursuant to such request, assign a mediator for the purposes of assisting in a resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Public Employment Relations Commission may, pursuant to law, recommend or invoke fact-finding, the cost of which shall be borne equally by the parties.

(D). All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the administrators involved are free from assigned educational responsibilities. When, however, the parties mutually determine that a meeting shall be scheduled during the school day, the administrators involved shall be excused from their duties and shall suffer no loss of pay.

2. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Midland Park Schools which the Association may require.

3. It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and in the event either of the parties does not receive ratification to execute the Agreement negotiated by the members of the negotiations team, 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

ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. Use of School Buildings. The Association and its representatives shall have the right to use school buildings for meetings after normal working hours.

2. Use of School Equipment. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

3. Mail Facilities and Mail Boxes. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

ARTICLE IV

ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

1. Administrators shall be directly responsible to the appropriate immediate supervisor and, through him, to the Superintendent of Schools.

2. It is the responsibility of each administrator to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article V, if it is felt any such directive or policy is in conflict with the express terms of this Agreement.

3. Whenever any administrator is required to appear before the Superintendent or his designee, the Board or any committee, representative or agent thereof concerning the continuation of that administrator in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

4. Whenever the administrators are required to answer questions at a public meeting of the Board of Education, they should be informed in advance of the areas of concern to which they are expected to respond. Otherwise, they may defer answering until the next meeting.

5. Whenever possible, administrators will be informed five (5) days in advance of items on an executive meeting agenda to which they are expected to speak. Otherwise, they may defer answering until the next meeting.

ARTICLE V
GRIEVANCE PROCEDURE

1. Definitions:

(A) A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an administrator or group of administrators and/or the interpretation, meaning or application of any of the provisions of this Agreement.

(B) The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

(1) In matters where a method of review is prescribed by law or by any rule, regulation or by law of the State Commissioner of Education or the State Board of Education.

(2) In matters where the Board is without authority to act.

(3) In matters where the discretion of the Board not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provision of State law.

(C) An "aggrieved person" is the person or persons making the claim.

(D) A "party in interest" is the person or persons making the claim and any person who might be required to take

action or against whom action might be taken in order to resolve the claim.

2. Purpose:

(A) It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the administrator who has been aggrieved or by the Board of the Association.

(B) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(C) Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3. Procedure:

(A) An aggrieved administrator shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after he would reasonably be expected to know of its occurrence. Failure to act within the said twenty (20) working day period shall be deemed to constitute an abandonment of the grievance.

(B) 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.

(C) 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.

(D) Level One:

An administrator with a grievance shall first discuss it, either directly or through the Association's designated representative with his immediate superior in an informal conference in the hope of resolving the matter at the lowest possible administrative level.

(E) Level Two:

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance, in writing, with the Association within five (5) school days after the decision at Level One or ten (10) school school days after the grievance was presented, whichever is sooner. The Association shall consider the merits of the grievance and within five (5) school days after receiving the written grievance, either inform the aggrieved person that such grievance in the opinion of the Association is not worthy of further consideration or having given the opposite opinion, the Association shall refer it to the Superintendent of Schools.

(F) Level Three:

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a

decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education.

4. Rights of Administrators to Representation:

(A) Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure if requested by the individual.

(B) No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

5. Miscellaneous:

(A) Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

(B) 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.

(C) 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 distribution so as to facilitate operation of the grievance procedure.

(D) 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 VI

TEACHER RECRUITMENT

Each building principal or his designee shall have the right and responsibility to interview prospective teachers who might be hired and assigned to his school and to recommend whether they should be hired, but the sole decision shall be left to the Superintendent. In assigning a newly hired teacher or other professional employee to a school, the Superintendent shall consider carefully and give due weight to the evaluation given by the principal for that new employee.

ARTICLE VII

PROFESSIONAL IMPROVEMENT

1. The Board of Education will reimburse administrators for graduate study as per the provisions of Article XI of the 1973-74 Agreement Between the Midland Park Board of Education and the Midland Park Education Association and any successor Agreements.

2. The Board of Education will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences or in-service training sessions which an administrator attends, including transportation and living expenses if required to be away from home, provided that the prior approval of the Superintendent is obtained.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

1. Administrators shall be notified of their contract and salary status for the ensuing year on or about April 1st.

2. An administrator shall be given a copy of any written evaluation prepared by his evaluators. No such report shall be submitted to the Board of Education, placed in the administrator's file or otherwise acted upon without prior conference with the administrator.

3. Complaints regarding an administrator made to any member of the Administration or Board by any parent, student or other person which does or may influence evaluation of an administrator shall not be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

4. Copies of this Agreement shall be reproduced and the expenses shall be shared by the Board and the Association. The Agreement shall be reproduced within ninety (90) days after it has been signed and copies shall be made available to all individuals now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I "Recognition" of this Agreement.

ARTICLE IX

SICK LEAVE

1. All administrators who are employed under a ten and one-half (10-1/2) month contract shall be allowed sick leave with full pay for fifteen (15) days per year.

2. Administrators under a twelve (12) month contract shall be allowed sick leave with full pay for eighteen (18) days per year.

3. Unused sick leave of no more than fifteen (15) days per year shall be accumulated without limit.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

1. Any administrator may be allowed two (2) days off for personal business without loss of pay at the discretion of the Superintendent.

2. Any administrator may be allowed up to two (2) days per school year without loss of pay for observance of religious holidays.

3. Administrators may be allowed to attend professional meetings or conferences at the discretion of the Superintendent.

4. Any administrator may be allowed up to five (5) days without loss of pay at any one time in the event of death or serious illness in the immediate family. Immediate family shall be defined as: spouse, child, grandchild, son-in-law, daughter-in-law, parent or grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law.

5. Other leaves of absence with pay may be granted by the Board for good reason upon recommendation of the Superintendent.

ARTICLE XI
EXTENDED LEAVES OF ABSENCE

The Board of Education may grant extended leaves of absence without pay for good reason upon application and recommendation of the Superintendent.

ARTICLE XII
INSURANCE PROTECTION

The Board shall provide health care insurance protection to the administrators under the same terms and conditions as are afforded other members of the professional staff.

ARTICLE XIII
SABBATICAL LEAVE

School administrators shall be entitled to receive the same benefits under the provision entitled "Sabbatical Leaves" as contained within Article XII of the 1973-74 Agreement Between the Midland Park Board of Education and the Midland Park Education Association and any successor Agreements.

ARTICLE XIV

HOLIDAYS AND VACATIONS (Twelve month employees)

1. School administrators shall be entitled to paid holidays (for twelve [12] month employees) as approved annually by the Board.

2. School administrators will have a one (1) month vacation which will be scheduled with the prior approval of the immediate supervisor and the Superintendent of Schools.

ARTICLE XV

SALARIES

1. The salary for each administrator will be increased by the appropriate dollar amount as indicated in the guide that follows:

<u>Administrator</u>	<u>First Year Increase</u>
Arthur H. Fugelsoe	\$ 1,000.00
Geoffrey C. Miller	1,200.00
Theodore A. Glasgow	500.00
Eber L. Christie	900.00
John G. Siemsen	1,200.00
Leonard T. Neil	850.00

2. The salary for each administrator will be increased in the second and third years of this Agreement by the increase in the Teachers' Salary Guide at the top step of the M.A. + 32 column.

3. At any time during the term of this Agreement the Superintendent of Schools may recommend to the Board of Education a salary adjustment for any member of the Association to recognize meritorious performance.

ARTICLE XVI

SEPARABILITY AND SAVINGS

1. Separability:

If any provision of this Agreement 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 or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

2. Savings Clause:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to administrators covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator benefit existing prior to its effective date.

ARTICLE XVII
DURATION OF AGREEMENT

1. Duration Period:

This Agreement shall be effective as of July 1, 1973 and shall continue in effect through June 30, 1976. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

2. Status of Incorporation:

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, on the day and year first above written.

MIDLAND PARK ASSOCIATION OF
SCHOOL ADMINISTRATORS

By: *Arthur D. Ingulone*
President

By: *Leonard T. Neil*
Secretary

MIDLAND PARK BOARD OF EDUCATION

By: *Donald B. Hughes*
President

By: *Richard J. [Signature]*
Secretary

6510
OCT 11 1973