

*Contract no. 1340*

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AGREEMENT

BETWEEN THE

MAHWAH PRINCIPALS' ASSOCIATION

AND THE

BOARD OF EDUCATION OF MAHWAH,

COUNTY OF BERGEN, NEW JERSEY

EFFECTIVE

JULY 1, 1990 - JUNE 30, 1992

INDEX

MAHWAH PRINCIPALS' ASSOCIATION and  
MAHWAH BOARD OF EDUCATION  
1990-1992 CONTRACT

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ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 303, Public Laws of 1968, the Board hereby recognizes the Mahwah Principal's Association (M.P.A.) as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for Principals, Vice Principals, Coordinators of Student Services, and the Administrator, School and Community Services.

B. Definition

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

ARTICLE II

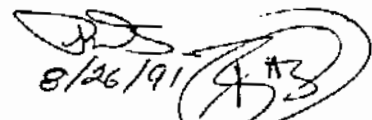
Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 and Chapter 123, Public Laws 1974 to reach agreement on all matters concerning the terms and conditions of unit members' employment. Negotiations shall begin as required by law.

B. Negotiating Team Authority

The Board and the M.P.A. each authorizes a negotiating team to enter into discussions with the other concerning the negotiation of a successor contract. The Board of Education reserves to itself the final and ultimate authority to adopt by a majority vote at a public meeting any tentative agreement to a successor contract reached by the above designated committee and the M.P.A. Similarly, the M.P.A. reserves to itself the final right to ratify at a meeting of its full membership any tentative agreement to a successor contract reached by the above designated committee and the Board of Education. The Board and the M.P.A. positions in this matter are based upon their understanding of, and their obligations under, Chapter 303, Public Law of 1968 and Chapter 123, Public Law of 1974.

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C. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment included in Article IV, Benefits, applicable on the effective date of the Agreement shall continue to be so applicable during the term of this Agreement. Terms and conditions of employment agreed to in this document shall remain in effect for the duration of the Agreement and shall not be changed or altered unless agreed to in writing by both parties.

D. Modification

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

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.

Article III

Grievance Procedure

A. Definition/Rights

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or condition of employment as defined in this Agreement. All days referred to in this Agreement shall be work days.

A unit member shall discuss any concern that may be grievable with his/her immediate supervisor prior to initiating Step I of the grievance procedure.

B. Procedure

1. A grievance may be filed by a unit member or by the Association, either on its own behalf or on behalf of a unit member. Any grievance must be lodged at the proper initiating level within fifteen (15) work days of the occurrence. Should vacations of unit members or Central Administrators interfere, the fifteen (15) work days may be adjusted by mutual agreement.



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All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file and not in the personnel file of the grievant.


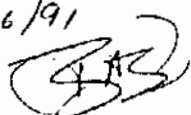
2. If the aggrieved person of the Association fails to meet the allotted time limits, then the grievance shall be deemed to be settled according to the status quo, and no further objections shall be raised by the aggrieved person or the organization regarding the alleged grievance condition. If the party appealed to for determination of the grievance at any level fails to respond within the specified time limits as described in this Agreement, then the grievance shall be deemed moved to the next level.

Level I Superintendent

3. The aggrieved person shall within fifteen (15) days present his/her claim of grievance to the Superintendent or his/her designee with the objective of resolving the grievance informally through discussion. If, as a result of this discussion, the matter is not resolved to the satisfaction of the grievant, the claim may be represented in writing to the Superintendent within seven (7) work days of the aforementioned informal meeting. The Superintendent shall, within twenty (20) work days of receipt of the formal written grievance, meet with the grievant in an attempt to resolve the grievance. The Superintendent shall present his/her determination, in writing, to the grievant within seven (7) work days of this meeting.

4. Level II - Board of Education

If the grievance is not resolved to the unit member's or the Association's satisfaction, they may request a review by the Board of Education no later than seven (7) work days after the receipt of the Superintendent's decision. All related papers shall be attached and forwarded to the Board of Education. The Board shall review the grievance, hold a hearing with the Association or unit member and render a decision in writing within twenty-one (21) work days.

  
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5. Level III - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the unit member or the Association, the grievance shall be submitted within twenty (20) work days to the American Board of Arbitrators in accordance with Chapter 303 of Public Laws, 1968. The parties agree that the arbitrator's decision shall be binding upon them. Each party shall bear one-half of the total cost of the arbitration.

6. Separate Grievance File

No documents, communications or records dealing with the processing of a grievance shall be placed in the personnel file of any of the participants.

7. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public unless the individual concerned shall request in writing that said meeting shall be conducted in public.

8. Costs

Each party will assume its share of the total costs of each level.

ARTICLE IV

Benefits

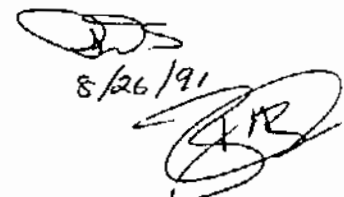
A. Administrators shall receive the following benefits as conditions of employment:

1. Medical Insurance

Hospital, medical-surgical and major medical insurances shall be identical with that provided in the 1990-92 M.E.A. Agreement.

2. Dental Insurance

Dental Insurance shall be identical with that provided in the 1990-92 M.E.A. Agreement.

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3. Prescription Plan

The Board shall pay the full premium for prescriptions for each administrator and his/her dependents. This plan shall be identical to that provided in the M.E.A. Agreement. Co-pay for generic drugs will be three (\$3.00) dollars each prescription; co-pay for brand name drugs will be five (\$5.00) dollars for each prescription.

4. Life Insurance

Life insurance shall be in the amount of \$5,000.

5. Annual Sick Leave and Reimbursement for Unused Sick Leave

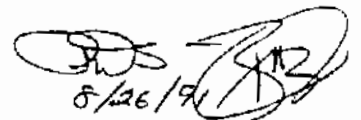
- a. Annual sick leave shall be 12 days for twelve-month employees, 11 days for eleven-month employees. Sick leave days shall be cumulative. Administrators terminating their contract will be reimbursed at the rate of one-third day's salary at the previous year's salary for up to a maximum of 230 accumulated days.
- b. Additional sick leave may be granted at the Board's discretion for individual cases of extended illness after regular sick leave time has been exhausted.
- c. Any absence for illness beyond five consecutive days shall be attested to by a physician or other attending specialist and communicated to the Superintendent.

6. Personal Business Leave

Personal days will be reported to and approved by the Superintendent. Days beyond five will require authorization by the Superintendent and will be reported to the Board by the Board Secretary.

7. Vacation

Each administrator on a twelve-month contract shall have twenty-four vacation days. Each administrator on an eleven-month contract shall have twenty-two vacation days and an additional twenty-two non-working days. It is intended that vacation days will be taken when schools are not in session.

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Vacation shall be approved in advance by the Superintendent of Schools. Vacation days are acquired at the rate of two (2) days per month. Thus, 12 month employees have 24 days and 11 month employees have 22 days. All employees, with the Superintendent's permission, may expend vacation days in anticipation of accrual in cases of special circumstances. No vacation will be taken during the final summer vacation week unless it is determined by the Superintendent that administrative responsibilities are complete and school is ready to open.

Unused vacation days in a contract year may be carried over to December 31st of the next school year according to the following:

- a. Five days maximum for administrators on a twelve-month contract.
- b. Ten days maximum for administrators on an eleven-month contract.

8. Holidays


Eleven and twelve-month administrators are entitled to eleven paid holidays in addition to vacation time as follows: Labor Day, Thanksgiving Day the Friday following it, Christmas Eve Day (or compensating day when December 24 is a Saturday or Sunday), Christmas, New Year's Day, Good Friday, Memorial Day, and either Columbus Day, Veterans' Day, Martin Luther King Day, Washington's Birthday or any other holiday specified in the official school calendar.

9. Credit for Courses

Administrators shall have recorded in their personnel files successful completion of in-service and graduate college courses which are approved by the Superintendent.

10. Separation from Service Due to Death

Upon the death of an administrator, accrued benefits will be paid the designated beneficiary. These shall include payment for one-third accumulated sick leave, vacation days due during the contract year, and salary to the end of the bi-monthly pay period.



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11. Reimbursement for Business Mileage

Administrator shall be reimbursed upon submission of a voucher which is approved by the Superintendent at the prevailing IRS rate per mile for use of his/her automobile in the performance of his/her duties.

12. Miscellaneous

A. Each administrator is authorized to be reimbursed up to a total of \$1,600 for the life of this contract for any combination of expenses in the following areas:

1. Tuition
2. Conferences/seminars
3. Membership dues in state and/or national professional associations
4. A yearly physical examination (each unit member should have a physical examination at least every two (2) year)

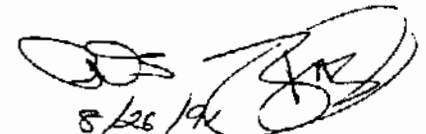
Vouchers verifying expenditures for any of the above, must be submit to the Business Office for reimbursement within forty five (45) days of the expenditure.

Article V

Work Year

A. The work year for administrators shall be as follows:

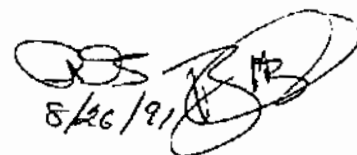
1. Twelve-month employees (High School Principal and the Coordinator of Student Services) - 226 days from July 1 through June 30.
2. Eleven-month Employees (Principals in Grades K-8, High School and Middle School Vice Principals, and Administrator, School and Community Services) - 206 days from July 1 through June 30.

  
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ARTICLE VI

Evaluation

- A. Each building principal shall be evaluated annually by the Superintendent and the Assistant Superintendent of Schools. All other unit members shall be evaluated annually by the Superintendent of Schools or his designee from Central Office staff who possesses supervisory certification. Vice Principals and the Coordinator of Student Service shall be evaluated initially by the building principal.
  
- B. Each building principal shall determine, in consultation with the Superintendent of Schools or his designee, those objectives, based on the job description, which will be considered areas of major thrust for the year; all other unit members shall determine such objectives in consultation with the Superintendent of School. Vice Principals and the Coordinator of Student Service shall develop such objectives initially with their building principals and review them with the Assistant Superintendent. These objectives should be established before the beginning of each new school year. They are to be submitted to the Superintendent on the Thursday before the first September Board Meeting.
  
- C. An end of year conference will be held with the unit member and the Superintendent of School prior to the Writing of the annual performance report. The purpose of the conference is to discuss the unit member's performance based on the job description including his/her progress toward achievement of those objectives considered areas of major thrust. The annual written performance report shall be prepared and submitted to each unit member by the Superintendent of Schools or the Assistant Superintendent before June 1st of each school year prior to submission to the Board of Education.
  
- D. the unit member may attach comments/data to the annual performance report prior to its submission to the Board of Education.

  
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Article VII

Salary

Over the contract period, members of the Mahwah Principals' Association will receive annual salary as reflected on Schedule A and clarified by the individual increases as set forth in Schedule A-1. It is recognized by the M.P.A. that such increases can be withheld by the Board if a member of the bargaining unit fails to satisfactorily perform his or her responsibilities as specified in the job description or as prescribed by the annually developed management objectives. Written notice of unsatisfactory performance and an opportunity to remedy performance deficiencies will be provided.

It is further agreed that the management objectives and the job description will constitute 50% of the annual evaluation of each bargaining unit member.

It is, therefore, possible that all or 50% of the total salary increase may be withheld from a bargaining unit member, when it is determined by the Superintendent in conjunction with the Board of Education, that the bargaining unit member's performance, based on the job description or management objectives, has been unsatisfactory.

It is recognized that the Board of Education, on recommendation from the Superintendent, may provide annual increases to individual unit members beyond that shown in the attached salary schedule.

Handwritten signature and date: 8/26/91

ARTICLE VIII

Duration of Agreement

This agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1992. This agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents this 26<sup>th</sup> day of August, 1991.

MAHWAH PRINCIPAL'S ASSOCIATION

Attest:

Robert M. Brown      8/26/91      [Signature]      8/26/91  
Secretary                      Date                      President                      Date

MAHWAH BOARD OF EDUCATION

Attest:

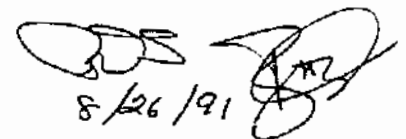
[Signature]      8/26/91      Patricia D. Stone      8/26/91  
Secretary                      Date                      President                      Date

MAHWAH PRINCIPALS' ASSOCIATION  
 AGREEMENT FOR THE PERIOD 7/1/90--6/30/92

SCHEDULE A

MEMBERS OF THE MAHWAH'S PRINCIPAL'S ASSOCIATION WILL RECEIVE SALARY  
 INCREASES FOR PERIOD SHOWN, AS FOLLOWS:

NAME	POSITION AT AGREEMENT INCEPTION	SALARIES 1990--1991	SALARIES 1991--1992
BRUCE SEGALL	H.S. PRINCIPAL	\$ 78,482.00	\$ 83,466.00
DONALD DUIN	R.R. PRINCIPAL	68,889.00	73,873.00
JUDITH MABIE	J.K. PRINCIPAL	73,285.00	78,269.00
RUTH SPANGLER	B.R. PRINCIPAL	72,889.00	77,873.00
SAMUEL BISHOP	C.P. PRINCIPAL	79,959.00	84,943.00
ROBERT BROWN	G.W. PRINCIPAL	72,583.00	77,567.00
EUGENE MALINOWSKI	H.S. VICE PRINCIPAL	70,583.00	75,567.00
PATRICIA HANRATTY	R.R. VICE PRINCIPAL	62,243.00	67,227.00
ALLAN VAN ECK	COORDINATOR OF STUDENT SERVICES	66,552.00	71,536.00
EUGENE REGENT	ADMINISTRATOR, SCHOOL AND COMMUNITY SERVICES	66,570.00	71,554.00

  
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MAHWAH PRINCIPALS' ASSOCIATION  
 AGREEMENT FOR THE PERIOD 7/1/90--6/30/92  
 SCHEDULE A-1

SALARY INCREMENTS IN SUPPORT OF SCHEDULE A

POSITION	BASE YEAR 1989-1990 SALARY	INCREMENTS 1990-1991	1991-1992
H.S. PRINCIPAL	\$ 73,006.00	\$ 5,476.00	\$ 4,984.00
R.R. PRINCIPAL	64,083.00	4,806.00	4,984.00
J.K. PRINCIPAL	68,172.00	5,113.00	4,984.00
B.R. PRINCIPAL	67,804.00	5,085.00	4,984.00
C.P. PRINCIPAL	74,380.00	5,579.00	4,984.00
G.W. PRINCIPAL	67,519.00	5,064.00	4,984.00
H.S. VICE PRINCIPAL	65,659.00	4,924.00	4,984.00
R.R. VICE PRINCIPAL	57,900.00	4,343.00	4,984.00
COORDINATOR OF STUDENT SERVICES	61,909.00	4,643.00	4,984.00
ADMINISTRATOR, SCHOOL AND COMMUNITY SERVICES	61,926.00	4,644.00	4,984.00

  
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ADDENDUM

To: AGREEMENT BETWEEN THE MAHWAH PRINCIPALS' ASSOCIATION  
AND THE BOARD OF EDUCATION OF MAHWAH  
DATED THIS 26<sup>th</sup> DAY OF AUGUST 1991.

Administration Clarification Regarding the  
Terms "Nonworking Days" and "Vacation Days"  
as used in the M.P.A. Contract for  
1990 -1991 and 1991 - 1992.

1. Nonworking days, by definition, are to be taken only by eleven-month administrators and only during July and August. Time taken off during the "school year" (Sept.-June) should be taken only as vacation, sick, personal or holiday time--not as "nonworking" time.
2. Vacation days are intended for relief and rehabilitation and should be taken for that purpose during the intended period, as defined in the contract, wherever possible.
3. Summer time sheets should be set up for eleven-month administrators to clearly note which days are being taken off as vacation days and which as nonworking days. These sheets should be forwarded to the business office at the end of July and at the end of August.

Attest for MAHWAH PRINCIPALS' ASSOCIATION:

Robert M. Boon 8/26/91  
Secretary Date

J. Regall 8/26/91  
President Date

Attest for MAHWAH BOARD OF EDUCATION:

Barbara J. [unclear] 8/26/91  
Secretary Date

Patricia W. [unclear] 8/26/91  
President Date