

English THIS BOOK DOES NOT CIRCULATE

THIS AGREEMENT made 24th day of May 1977 between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the Board, and

1977-1978

THE LITTLE FERRY PRINCIPAL ASSOCIATION, hereinafter referred to as the Association.

W I T N E S S E T H:

WHEREAS, The Board is required by law to negotiate with the Association on wages and the terms and conditions of employment, and

WHEREAS, the parties through good faith negotiations have reached agreement in all matters and desire to execute this contract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Principal Association as the exclusive bargaining representative for all principals under contract.

(a) The term "principal" when used hereinafter is this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization other than that designated as the representative, above mentioned, for the duration of this agreement.

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2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion; and to promote and transfer all such employees;

(c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties

and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

3. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

The Board hereby establishes a Professional Development and Educational Improvement Committee to act upon requests from principals to attend courses, workshops, seminars, conferences, in service training sessions or other such sessions. The committee shall be comprised of four (4) members consisting of the Superintendent of Schools, one building principal (to be appointed by the Superintendent with Board approval) and two teaching representatives (to be elected by the teaching staff for a two year term).

All recommendations of this committee must be approved by the Board of Education.

4. PROFESSIONAL INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable principals to maintain and increase their professional training through activities that will best serve their needs as principals and the needs of the Board.

(b) All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the Superintendent.

(c) Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, institutions of higher learning or other professional organizations.

(d) Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken by any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iv. Any accumulations of fifteen (15) credits submitted by a principal must consist of ten (10) credits earned in graduate

study in an accredited college or university.

(f) The Board of Education shall reimburse any principal participating in the Professional Incentive Program for any tuition fees incurred by the principal; the principal shall be eligible for the same amounts so allowed to the teachers for each of the years 1977-78, 1978-79 and 1979-80.

1. Reimbursement for tuition fees incurred for credit and non-credit activity shall be made in September of the school year following the year in which said fees were incurred but shall be applied toward the maximum reimbursement allowed for the year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development and Educational Improvement Committee, approved by the Board and satisfactorily completed by the principal.

B. The principal remains in the employ of the Board for the subsequent school year.

5. HOSPITALIZATION, HEALTH AND DENTAL BENEFITS

The Board will pay the full cost of New Jersey State Health Benefits Insurance Plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J by Prudential for all members and their dependents. The Board will also pay full cost of dental insurance with the New Jersey Dental Plan for all members and their dependents. Any principal whose status changes after June 1977 shall also be eligible for dependent coverage. The principals shall be eligible for any increased hospitalization, health and dental benefits that may be granted teachers represented by the Little Ferry Education Association for the school years 1977-78, 1978-79, and 1979-80.

6. SALARY

See Schedule "A", a copy of which is attached hereto and made a part hereof.

7. GRIEVANCE PROCEDURE

(a) Policy

To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

(b) Definitions

A grievance shall mean a complaint by an employee(s)

(1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or

(2) that he (they) has (have) been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees.

However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure principal which arises by reason of his not being reemployed (f) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

1. A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

11. The principal "organization" recognized by

the Board as the official and exclusive representative for the principals of this school district shall in all instances be the Little Ferry Principal Association.

(c) Procedure

1. Any individual member or group of principals shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement.

11. In presenting his (their) professional grievances the principal(s) shall be assured freedom from prejudicial action in presenting his (their) appeal.

Step 1. Any principal(s) who has (have) a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved principal(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing through the Superintendent to the Board for review of the grievance. The grievance shall be prepared in the following form:

- A. The nature of the grievance.
- B. The nature and extent of the injury, loss or inconvenience.
- C. The results of previous discussions.
- D. His (their) dissatisfaction with decisions previously rendered.

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with

the principal(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the principal(s) whichever comes later.

Step 3. If, after Step 2, the aggrieved principal(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may, within fifteen (15) school days, submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC).

Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution.

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

(e) 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 personal file of any of the participants.

(f) 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.

8. PERSONAL DAYS AND SICK DAYS

(a) General Policy

Under no circumstances shall any principal be absent from school without knowledge of the Superintendent's office and in accordance with procedures outlined in school manual.

(b) Personal Days .

A maximum of three (3) school days per year shall be allowed with pay for discharge of important personal matters and emergencies. All personal leave shall be subject to the Superintendent's approval. One unused personal day may be accumulated and forwarded to the subsequent year so as to provide for no more than four (4) days in any year.

(c) Sick Days

Absences for personal illness shall be allowed and shall include full pay for thirteen (13) days during the school year, unused days being accumulative.

9. This agreement, executed on or before the 1st day of July, 1977 shall continue in full force and effect without change until completion of the required school years (as per New Jersey State Law) of 1977-78, 1978-79 and 1979-80.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY BOARD OF EDUCATION

BY: James R. Kirsch
President

ATTEST:

Arthur G. Harte
Secretary

LITTLE FERRY PRINCIPAL ASSOCIATION

By: Frederick E. Peterson
President

ATTEST:

Charles G. Fitzpatrick
Secretary

LITTLE FERRY PRINCIPALS' SALARY GUIDE

1977-78, 1978-79 and 1979-80

SCHEDULE "A"

	<u>1977-78</u>		<u>1978-79</u>		<u>1979-80</u>	
	<u>Ratio</u>	<u>Base</u>	<u>Ratio</u>	<u>Base</u>	<u>Ratio</u>	<u>Base</u>
Mr. Charles Fitzpatrick:	1.3	\$21,020	1.3	*	1.3	*
Mr. Frederick Peterson:	1.3	\$21,020	1.3	*	1.3	*

*The above salaries have been and will be computed as a fixed ratio of the maximum teacher's salary at the highest step of MA + 30 (hereinafter referred to as the "base") for the immediately preceding year.

All principals' salaries are based on a twelve (12) month year.

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