

AGREEMENT

BETWEEN THE

MAHWAH PRINCIPALS ASSOCIATION

AND THE

Mahwah Twp.
BOARD OF EDUCATION OF MAHWAH,

COUNTY OF (BERGEN,) NEW JERSEY

EFFECTIVE

X JULY 1, 1980 - JUNE 30, 1982

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RUTGERS UNIVERSITY

ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 303, Public Laws of 1968, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Principals/Vice/Assistant Principals, Coordinator of Student Services and Attendance Administrator.

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 MPA 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 MPA. Similarly, the MPA 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 MPA 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.

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.

All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file and not in the personal 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 grievous 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 these discussions, 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.

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 the total cost of the arbitration.

6. Separate Grievance File

No documents, communications and 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.

C. 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 1980-82 M.E.A. Agreement.

2. Dental Insurance

Dental insurance shall be identical with that provided in the 1980-82 M.E.A. Agreement

3. Life Insurance

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

4. Annual Sick Leave and Reimbursement for Unused Sick Leave

a. Annual sick leave shall be 12 days for 12-month employees, 11 days for 11-month employees, and 10 days for 10-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 be a physician or other attending specialist.

5. Personal Business Leave

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

6. Vacation

Each administrator on a 12 months contract shall have twenty-two vacation days. Elementary school (K-5) administrators shall have twenty-two vacation days and an additional twenty-two non-working days. Administrators on ten months contracts shall have fifteen vacation days. It is intended that vacation days will be taken when schools are not in session. Vacation shall be approved in advance by the Superintendent of Schools.

Unused vacation days in a contract year shall be carried over to August 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.
- c. Four days maximum for administrators on a ten month contract.

7. Holidays

Administrators are entitled to 10 paid holidays per year in addition to vacation time as follows: Labor Day, Thanksgiving Day and 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, Independence Day and either Columbus Day, Veterans' Day or Washington's Birthday if schools are not in session on one of these days.

8. 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.

9. Separation from Service Due to Death

Upon decease of an administrator, accrued benefits will be paid to 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.

10. Reimbursement for Business Mileage

Administrators shall be reimbursed upon submission of a voucher which is approved by the Superintendent at the rate of twenty cents per mile for use of his automobile in the performance of his duties.

11. Annual Physical Examination

Administrators shall have a yearly physical examination paid for by the Board of Education with a maximum cost of \$165.

ARTICLE V

Work Year

- A. Primary Grade Principals (Grades K-5) shall work 207 days during the contract year from July 1 through June 30.
- B. The Assistant to the Middle School Principal shall work 191 days during the contract year from September 1 through June 30.
- C. All other Administrators shall work 229 days during the contract year from July 1 through June 30.

ARTICLE VI

Evaluation

- A. Each unit member shall be evaluated annually by the Superintendent of Schools or his designee from Central Office staff who possesses supervisory certification. Vice-Principals/Assistant Principals/Coordinator of Student Services/District Attendance Administrator shall be evaluated initially by the building Principal.
- B. Each unit member shall determine, in consultation with the Superintendent of Schools or his Central Office designee who possesses a supervisory certificate, those objectives, based on the job description, which will be considered areas of major thrust for the year. These objectives shall be established before October 15th of each school year.
- C. An end of year conference will be held with the unit member and the Superintendent of Schools 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 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.

ARTICLE VII

Salary

Over the contract periods of 1980-81 and 1981-82, members of the Mahwah Principals' Association will receive annual increases, based on a schedule of monthly increments. It is recognized by the bargaining unit that such increments 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 each constitute 50% of the annual evaluation of each bargaining unit member.

It is, therefore, possible that all, or 50% of the total monthly increments, as determined by the schedule, 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.

Further, 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.

SCHEDULE A

Monthly Increments

<u>A. Principals</u>	<u>1980-81</u>	<u>1981-82</u>
12 month	H.S. \$255 M.S. 245	\$280 270
11 month	230	255
<u>B. Vice or Ass't. Prin.</u>		
12 month	220	240
11 month (no members)	210	230
10 month	200	220
<u>C. Other Members</u>		
12 month	195	215
11 month	185	205
10 month (no members)	175	195

Additions

1. Prior to the addition of increments for the 1980-81 school year, all present salaries will be rounded upward to the nearest \$10.
2. Training Adjustment - Members will receive monthly additions based on the following: (as per M.E.A. contract columns)

	<u>1980-81</u>	<u>1981-82</u>
a. M.A. + 30 (D) -	+ \$ 5.00	+ \$10.00
b. M.A. + 45 (D-1) -	+ \$10.00	+ \$15.00
c. M.A. + 60 (E) -	+ \$15.00	+ \$20.00

3. Experience adjustment - Members will receive monthly additions, for in-district administrative experience, based on the following:

a. 4 to 7 years	+ \$10.00
b. 8 to 11 years -	+ \$15.00
c. 12 or more years -	+ \$20.00

SCHEDULE B

Appointment Salary

Salaries of new appointees to positions covered by the MPA will be initially computed at a factor, based upon their position on the teachers' salary schedule. Increments thereafter will be determined by "Schedule A."

H.S. principal -	1.200 (12 months)
M.S. principal -	1.175 (12 months)
Elem. principal -	1.130 (11 months)
H.S. - V. principal -	1.160 (12 months)
M.S. - A. principal -	1.120 (11 months) 1.070 (10 months)
Guidance Coord.	1.150 (12 months)
Att. Admin. -	1.110 (11 months) 1.060 (10 months)

ARTICLE VIII

Duration of Agreement

This Agreement shall be effective as of July 1, 1980 and shall continue in effect until June 30, 1982. 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
day of

MAHWAH PRINCIPALS ASSOCIATION

Attest:

Secretary

By _____
President

MAHWAH BOARD OF EDUCATION

Attest:

Secretary

By _____
President