

TERMS OF AGREEMENT

BETWEEN THE

MAHWAH ADMINISTRATORS' ASSOCIATION

AND THE

MAHWAH TOWNSHIP BOARD OF EDUCATION

COUNTY OF BERGEN, NEW JERSEY

EFFECTIVE

JULY 1, 2002 - JUNE 30, 2005

INDEX

MAHWAH ADMINISTRATORS' ASSOCIATION
and
MAHWAH TOWNSHIP BOARD OF EDUCATION

2002-2005 CONTRACT

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ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 303, Public Laws of 1968, the Mahwah Township Board of Education, hereinafter referred to as the Board, hereby recognizes the Mahwah Administrators' Association hereinafter referred to as the M.A.A., as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all building administrators and the Director of Guidance.

B. Definition

Unless otherwise indicated, the term "Unit Member" when used hereinafter in this Agreement shall refer to all professional employees represented by the M.A.A. 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 the Association members' employment as required by law. Any agreement reached will be reduced to writing and signed by the duly appointed representative of the Board and the M.A.A. Such agreement will be subject to ratification by the majority vote of the full Board of Education and by the Association.

Negotiations shall begin at least seven (7) months prior to the expiration of the contract. No later than the first week in December of the last year of this agreement, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded by the end of the first full week in February, either party may request the use of mediation. The parties will seek to agree on a mutually agreeable mediator and will obtain a commitment from said mediator to serve.

In case of mediation by a private person, the cost of such mediator shall be shared equally by the parties. If the parties are unable to agree upon a mediator or to obtain such a commitment, the parties shall request mediation under Chapter 303, Public Law of 1968 and Chapter 123, Public Law of 1974.

B. Negotiating Team Authority

The Board and the M.A.A. each will authorize a negotiating committee to enter into discussions with the other concerning the negotiation of a successor contract. The Board 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.A.A. Similarly, the M.A.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. The position of the Board and the M.A.A. in this matter is 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 VI, 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 calendar days.

A Unit Member shall discuss any concern that may be grievable with his/her immediate supervisor prior to initiating the grievance procedure.

B. Procedure

1. A grievance may be filed by the Association on its own behalf or on behalf of any Association member. Grievances must be initiated at the lowest possible level. All time limits shall be determined by calendar days. The aggrieved person shall have the right to representation at all levels. Time limits may be altered if mutually agreed to by both parties.

2. If the Association or Association member fails to meet the time limits specified in this Agreement, the grievance shall be deemed resolved according to the status quo. If the party appealed to for the determination at Level I, II, or III fails to respond within the specified time, the grievance shall be deemed moved to the next higher level.

3. Level I

The aggrieved person shall first present his/her grievance claim to his/her immediate superior (Principal or Assistant Superintendent) within thirty (30) days of its occurrence with objective of resolving the grievance informally through discussion. If the matter has first been presented to his/her immediate superior and is not resolved to the satisfaction of the grieving Association member within fourteen (14) days of the discussion, the claim shall be presented in writing to the Assistant Superintendent within seven (7) days.

The Principal or Assistant Superintendent shall communicate his/her decision in writing to the grieving Association member within fourteen (14) days of the discussion of the grievance but not more than twenty-one (21) days after receipt of the written grievance.

4. Level II

If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may submit the grievance and any written response from the Principal or Assistant Superintendent to the Superintendent within ten (10) days. The Superintendent shall within five (5) days of receipt of the grievance fix a time and place for a meeting with the aggrieved person. Said meeting shall take place no later than fifteen (15) days after the receipt of the grievance. The Superintendent shall present a written determination of the grievance within ten (10) days of this meeting.

5. Level III

In the event that the grievance is not resolved to the satisfaction of the grieving Association member, he/she may request a review by the Board. Said request for review shall be made within seven (7) days of receipt of the Superintendent's

determination. The Board, or a committee thereof, shall take the necessary steps to provide an opportunity for the aggrieved person to present his/her grievance. The Board will make known its decision, in writing, within twenty-one (21) days of receipt of the grievance.

6. Level IV

In the event the proceedings at the lower level fail to resolve the grievance, the grieving Association member may submit the claim to arbitration under the Voluntary Labor Rules of the American Arbitration Association within thirty (30) days of receipt of the Board's decision. The parties agree that the arbitrator's decision shall be binding upon them. Any and all cost involved in the use of an arbitrator shall be equally shared between the Board and the Association.

7. Costs

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

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or conferences and meetings related to same, he/she shall suffer no loss in pay.
- B. Within a reasonable period of time prior to any official Board action which will cause a reduction in force or change in responsibilities of Association members to occur, the Board shall notify the Association of said impending action in writing. The Association shall have the right prior to said official action by the Board to consult and make its views known to the Board.
- C. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to negotiate and/or process any grievance or complaint.

ARTICLE V

BOARD RIGHTS AND PRIVILEGES

Except as limited by the terms of the Agreement, the Board reserves to itself all rights and responsibilities under law and jurisdiction and authority over matters of policy, including but not limited to the following:

- A. The right to direct employees of the school district;
 - 1. to hire, promote, transfer, assign, retain employees in positions and eliminate positions in the school district, and to suspend, discharge or take other disciplinary action against employees as permitted under Title 13A;
 - 2. to relieve employees from duty as defined under Title 1A;
 - 3. to maintain the efficiency of the school district operations entrusted to them;
 - 4. to determine the general policy by which such operations are to be conducted; and
 - 5. to take whatever actions may be necessary to carry out the missions of the school district in situations of emergency.

- B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, representatives of the Board and of the Association shall meet at reasonable times and negotiate in good faith with respect to grievances.

It shall be clearly understood by both parties that the salary schedule (e.g., designated as SCHEDULE A included in the Agreement) does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all salary adjustment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure.

- 1. Incorporate the principles identified in the "Supervision and Evaluation Process" which will be developed, agreed to and adopted by both parties during the term of this contract.
- 2. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
- 3. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a disciplinary hearing.
- 4. The Board will not take necessary formal action until a date subsequent to the above meeting.
- 5. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of said action, together with the reasons therefore, to the employee concerned.

ARTICLE VI

BENEFITS

A. Administrators shall receive the following benefits:

1. Medical Insurance

Hospital, medical-surgical and major medical insurances shall be those provided by the District Health Plan for the employees and his/her qualifying dependent(s). During the course of this agreed upon contract, the district has the right to change the medical insurance coverage to be consistent with medical insurance coverage provided to all other collective bargaining units in the school district.

2. Dental Insurance

For the duration of the agreement, the Board shall pay the full Premium for a District Dental Plan for each Association member and his/her qualifying dependents.

3. Prescription Plan

Prescription plan coverage shall be identical to that provided by the District Prescription Plan as in effect on June 30, 1997. Co-pay for generic drugs will be six dollars (\$6.00) each prescription; co-pay for brand name drugs will be twelve dollars (\$12.00) for each prescription for the employee and his/her qualifying dependent(s).

4. Annual Sick Leave and Reimbursement for Unused Sick Leave

a. Annual sick leave shall be 12 days for twelve-month employees and 11 days for eleven-month employees. Sick leave days shall be cumulative. Administrators terminating their contract with the school district will be reimbursed at the rate of 33 1/3% (computed on the basis of 220 days for eleven-month/240 for twelve-month) of their final 12-months per diem salary according to the following:

- 1) Any employee with more than 240 days of sick leave as of June 30, 1992, may continue to collect sick days and be paid for same at the rate of 33 1/3% provided that the maximum amount upon which reimbursement may be calculated shall not exceed the balance of unused sick leave days as of June 30, 1994.
- 2) Any employee with fewer than 240 days of sick leave is eligible to be paid for unused sick leave to a maximum of 240 sick days at the

rate of 33 1/3% provided they were employed prior to June 30, 1992.

- 3) Anyone who becomes employed subsequent to June 30, 1992 is eligible to receive compensation for unused sick leave at the rate of 33 1/3% up to a maximum of 120 days, eligibility beginning with the 4th continuous year of service.
- 4) Sick leave will continue to accumulate, to be used in the event of illness, as per the agreement for the duration of this contract, and, as per law for the contract period of 1993-94 and 1994-95. In the event an employee uses more than their annual allotment subsequent to the 1993-94 contract year, the accumulation number for payout purposes will be reduced accordingly.
- 5) Payment of this severance money shall be made in two equal payments over two school fiscal years, effective with the first year that the Unit Member leaves the district.

- 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 Leave of Absence

a. Temporary

Association members shall be granted days for personal use as needed, and as approved by the Superintendent. Days beyond five (5) will require authorization by the Superintendent.

b. Extended

- 1) Association members may be granted unpaid extended leaves by agreement with and approval of the Board.
- 2) All benefits in force upon return to the district shall be restored upon returning to the same position.
- 3) Any Association member having advanced knowledge of a forthcoming period physical disability (including pregnancy), confirmed by a licensed medical practitioner, shall notify the

Superintendent or Assistant Superintendent of such probable absence and the expected inclusive dates of such impending absence. Nothing in this provision shall prevent an employee from using his/her sick time during the period of this disability.

Maternity/paternity extended leaves of absence shall be granted to Association members. An Association member may request a child care leave, without pay, and such leave may be granted by the Board. Such leave, when granted, will commence at a time mutually acceptable to the Board and the Association member.

Any employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of the said infant, or earlier if necessary to fulfill the requirements of adoption.

Leave extensions will be considered on a case-by-case basis and extended at the discretion of the Board, upon recommendation of the Superintendent. As a practical matter, leaves of absence will not be granted for periods in excess of twenty-four (24) successive calendar months.

Reinstatement will normally commence at the beginning of any given school year.

7. Vacation

Vacation days shall accumulate at the rate of two (2) days per month of completed employment. Unused vacation days shall carry to the end of the second year and do not accrue.

In the event an administrator leaves the district for retirement or other purpose, pay for unused vacation days will apply only to those days earned during that school year.

Each administrator on a twelve-month contract shall have twenty-four (24) vacation days. Each administrator on an eleven-month contract shall have twenty-two (22) vacation days and an additional twenty-two (22) non-working 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. All Unit Members, 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.

Non-working 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" (September - June) should be taken only as vacation, sick, personal or holiday time--not as "non-working" time.

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.

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 non-working days. These sheets should be forwarded to the Business Office at the end of July and at the end of August.

8. Holidays

Eleven and twelve-month administrators are entitled to eleven (11) paid holidays, in addition to vacation time, to be selected from the current school calendar, such as: Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day (or compensating day when December 24th or December 25th is a Saturday or Sunday), New Year's Day, Good Friday, Memorial Day, Martin Luther King Day, Washington's Birthday or any other holiday specified in the official school calendar.

9. Separation from Service Due to Death

Upon the death of an administrator, accrued benefits will be paid to the designated beneficiary. These shall include (unless he/she is covered in accordance with Article VI, paragraph 5b), payment for one-third of the unused and accumulated sick leave (in accordance with Article VI, paragraph 5a), accumulated and unused vacation days during the contract year, and salary to the end of the bimonthly pay period.

11. Reimbursement for Business Mileage

Each administrator shall be reimbursed, with the approval of the Superintendent at the prevailing IRS rate per mile, for use of his/her automobile in the performance of his/her duties.

12. Other Considerations

- A. Each administrator is authorized to be reimbursed by voucher up to a total of \$3,000 for 2002-2003, \$3,200 for 2003-2004 and \$3,500 for 2004-2005, as prescribed by items 1) – 5) in this article.
- 1) Tuition
 - 2) Membership dues in regional, state and/or national professional Associations, professional books, journals and subscriptions
 - 3) With the approval of the Superintendent the district will prepay for registration, hotel and travel expenses for attendance at professional conferences and seminars. Appropriate documentation will be required to be submitted to the Business Office within 45 days of return from such conferences.
 - 4) Semiannual or annual physical examination, which may include eye examination and optician expense. (Each Unit Member should have a physical examination at least every two (2) years.) This benefit applies to spouse and dependents as well.
 - 5) Up to \$1,000 per year of these funds may be applied to the purchase of life insurance or disability income insurance, effective July 1, 2002 – June 30, 2005.

B. Credit for Courses

Association Members shall have recorded in their personnel files successful completion of graduate college courses which have been previously approved by the Superintendent.

Association Members who complete 15 credit hours of graduate courses at an accredited college or university shall have his/her salary increased by \$2,000 at the commencement of the following school year for the completion of the aforementioned credit hours.

C. Purchase of Technology Hardware

Purchase of technology hardware for both administrative responsibilities and personal use at home. This hardware will be the sole property of the Board of Education. Any Association Member may purchase the hardware from the Board of Education, paying with a personal check, at a cost less depreciation for the equipment. Depreciation will be determined in the standard manner by the Business Administrator at fair market value.

ARTICLE VII

WORK YEAR

- A. The work year for administrators shall be as follows:
1. Twelve-month administrators (High School Principal and Director of Guidance): 226 days from July 1 through June 30.
 2. Eleven-month administrators (Principals in Grades K-8; Assistant to the Principal in the High School; Vice Principal in the Middle School; Assistant Principal in the Elementary School and the Joyce Kilmer Administrator Assisting the Principal with Discipline, Attendance, and Staff Evaluation): 206 days from July 1 through June 30.

ARTICLE VIII

EVALUATION

- A. Each building principal shall be evaluated annually by the Superintendent. Vice Principals, the Director of Guidance and the Joyce Kilmer Administrator Assisting the Principal with Discipline, Attendance, and Staff Evaluation shall be evaluated by the building principal.
- B. Each building principal shall establish, in consultation with the Superintendent of Schools or his designee, those goals and objectives for the current school year. Vice Principals, the Director of Guidance, and the Joyce Kilmer Administrator Assisting the Principal with Discipline, Attendance, and Staff Evaluation shall develop such goals and 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 the 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 goals and objectives. 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.
- D. The Unit Member may attach comment/data to the annual performance report.

ARTICLE IX

SALARY

Mahwah Administrator's Association
Salary Guide, 2003-2005

<u>Unit Member</u>	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
HS Principal	83,973	105,000	110,055	116,900
RR Principal	94,760	99,024	105,486	110,570
BR Principal	107,500	113,500	118,937	124,630
GW Principal	107,500	113,500	118,937	124,630
JK Principal	92,000	96,140	100,796	110,060
LM Principal	116,699	121,950	125,939	130,050
Guidance Director	106,172	112,000	117,370	122,990
RR Vice Principal	104,994	110,000	113,630	117,400
JK Administrator	104,994	110,000	113,630	117,400
HS Assistant to the Principal		82,000	86,020	90,300
LM Assistant Principal		75,000 prorated		

ARTICLE X

Duration of Agreement

This agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005. 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 _____ 2002.

MAHWAH ADMINISTRATORS' ASSOCIATION

Attest

Secretary Date President Date

MAHWAH TOWNSHIP BOARD OF EDUCATION

Attest

Secretary Date President Date