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AGREEMENT

regarding

TERMS AND CONDITIONS OF EMPLOYMENT

between

Waldwick BOARD OF EDUCATION

and

WALDWICK ASSOCIATION OF SCHOOL PRINCIPALS

Effective July 1, 1980

through

~~X~~ June 30, 1982

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ARTICLE I

RECOGNITION

WHEREAS, a majority of principals have designated the Waldwick Association of School Principals as their representative for the purpose of collective negotiations; and

WHEREAS, such administrators constitute an appropriate unit for collective negotiations; now therefore, be it

RESOLVED that pursuant to Chapter 303, Public Laws of 1968, the Board of Education of Waldwick, New Jersey recognizes the Waldwick Association of School Principals as the exclusive representative for collective negotiations concerning terms and conditions of employment of full time certified administrative personnel under contract as follows:

High School principal, high school vice-principal,
middle school principal,
and elementary school principals.

The term "principal", when used hereinafter this Agreement, shall refer to all administrators represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over an Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on matters concerning terms and conditions of principals employment. Any agreement negotiated shall apply to all principals, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. The Waldwick Association of School Principals and the Waldwick Board of Education shall independently select their respective negotiating representatives.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.
- D. 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

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of any principal and/or interpretation, meaning, or application of any of the terms of this Agreement.
2. An "aggrieved" is the person, group, or the Waldwick Association of School Principals.
3. A "party in interest" is the individual, group, or Waldwick Association of School Principals, making the claim and any person required to take action or against whom action might be taken to adjust the claim.

Procedure:

1. A principal with a grievance shall first discuss it with his immediate superior, either individually or accompanied by the Association's designated representative, to try to solve the matter informally.

Level One:

2. If this fails, the principal shall, in writing, specify the points of his grievance and the adjustment expected. Copies of this statement shall be given to the Superintendent. A decision shall be rendered by the Superintendent within five school days of receipt of the grievance.

Level Two:

3. If the aggrieved person is not satisfied with the decision at Level One, or if no decision has been reached within five school days of presentation of the grievance, he may request, in writing, that his case be submitted to the Board of Education. The grievance shall be submitted to the Board of Education by filing a written statement with the Secretary of the Board of Education and sending a copy to the Superintendent.

Level Three:

4. If no satisfactory decision has been reached within ten school days after submission to the Board of Education, the aggrieved person or the Waldwick Association of School Principals may refer the grievance to the Commissioner of Education through the County Superintendent of Schools.

Miscellaneous:

1. **If, in the judgment of the WASP President, a grievance affects a group of principals, the President may submit such grievance to the Board of Education sending a copy to the Superintendent.**
2. **If a principal does not file a grievance in writing with the Superintendent within twelve school days after the occurrence, then the grievance shall be considered as waived. If the Superintendent or Board of Education does not process a step within agreed time limits, the grievance automatically moves to the next level.**

ARTICLE IV

SUMMER VACATION SCHEDULES

1. Association members shall have 27 days summer vacation time for each school year subject to the following provisions:
 - a. Vacation days shall be scheduled during the time period between July 1st and September 1st of the contract year.
 - b. At least one principals shall be on duty in the district on all working days during the period specified in provision "a".
 - c. A vacation schedule shall be prepared by the Waldwick Association of School Principals by April 1st of the calendar year in question subject to the approval of the Superintendent of Schools.
 - d. The Waldwick Association of School Principals shall prepare a schedule of administrative responsibility for each school during the time period specified in provision "a". This responsibility will be assigned to Principals not on vacation at any given time. This schedule shall be prepared in conjunction with the vacation schedule, submitted by April 1st of the year in question, and will be subject to the approval of the Superintendent of Schools.
 - e. Any modifications to the vacation and/or administrative responsibility after April 1st will require approval of the Superintendent of Schools.
2. The work year will be continued as in the past. Principals have not been required to report for duty during school holidays and vacation weeks during the period September 1st through the close of the school year.

ARTICLE V

SABBATICAL LEAVE

An application for sabbatical leave shall be recommended by the Superintendent and approved by the Board of Education only, when in their considered judgment, the professional competence of the staff member and general efficiency of the school system will be benefited.

A sabbatical leave shall be granted to a principal or vice-principal by the Board of Education for study at a recognized institution, subject to the following conditions:

1. If there are applicants, sabbatical leave shall be granted to one principal each school year.
2. Requests for sabbatical leave must be received by the superintendent in writing no later than January 2nd, action to be taken no later than April 1st of the school year before the requested leave year.
3. The principal must have completed at least seven years service in Waldwick. A principal may reapply for a second leave seven years after return to duty; however, primary consideration will be given applicants who have not previously had such leave.
4. The principal on sabbatical leave shall be paid by the Board 75% of the salary which he would have received had he remained actively employed during the period of his leave.
5. Upon return from sabbatical leave, a principal shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during his period of absence provided that all requirements of the sabbatical leave request have been fulfilled satisfactorily in the judgment of the Board of Education.
6. Applicant must remain in the service of the Board of Education for two (2) years after expiration of leave. In the case of resignation within two (2) years, he must refund to the Board of Education such proportion of his salary paid during the leave of absence as the unexpired proportion of two (2) years shall bear to said period.
7. The principal must file the attached application form with the Superintendent of Schools.

APPLICATION
for
SABBATICAL LEAVE FOR ADMINISTRATORS

_____ 19 _____

To: **Waldwick, New Jersey, Board of Education**

I hereby apply for sabbatical leave for the purpose of study at a recognized institution from _____, 19____ to _____, 19____.

I have read the regulations of the Board of Education concerning sabbatical leave and agree, if this application is granted, to comply with these regulations. If granted such a leave, I shall continue in the service of the Waldwick public schools for a period of at least two years after the expiration of such leave. If I fail to continue in service, I shall repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on leave that the unfulfilled portion of the two subsequent years of service bears to the full two years, unless I am incapacitated or discharged.

I agree further to carry out the following program during the sabbatical leave:

I have served as a principal for _____ years, and have further served the Waldwick public schools as a teacher for _____ years. I have not been granted sabbatical leave within the last seven years.

(signature)

Approved: _____
Superintendent

ARTICLE VI

SICK LEAVE

1. All Principals shall be allowed sick leave with full pay for a minimum of fifteen (15) school days yearly. If any person requires less than the specified number of days of sick leave, all days not utilized shall be accumulative.

2. Physician's Certificate

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

3. Sick Leave Defined

Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

4. Excessive Absence: Salary; Day's Salary Defined

When absence, under the circumstances described in Section 3 of this act, exceeds the annual leave and the accumulated leave, the Board of Education may pay any principal each day's salary for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/240th of the annual salary.

5. Leave of Absence for Temporary Illness (A Catastrophe)

A catastrophe shall be deemed to exist when both of the following conditions are met:

- a. When a continuous illness exceeds twenty school days.
- b. When the accumulated sick leave has expired.

- c. When both of these conditions exist simultaneously, the Board of Education shall pay to the sick employee his contracted salary for a period of time not to exceed the total number of days of accumulated sick leave accredited to the employee at the beginning of the continuous illness. Or,

the Board shall pay the ill employee his contracted salary for a period of time equal to ten (10) days for each year of service in the Waldwick School system, if this aggregate number of days is greater than the accumulated sick leave as previously defined.

- d. The catastrophe pay shall commence on the 21st day of the illness or at the expiration of the accumulated sick leave, whichever event occurs later.

6. Salary In Cases of Absence Not Constituting Sick Leave

Nothing contained herein shall affect the right of the Board of Education to fix either by rule or by individual consideration the payment of salary in cases of absence not constituting sick leave or granting sick leave over and above the minimum sick leave as defined in this act.

7. Computation of Salary Deductions

Any deductions for leaves of absence without pay shall be made on the basis of one two-hundred-fortieth ($1/240$) of the annual salary.

8. Transfer of Sick Leave Credit

In accordance with P. L. 34, 1951, a principal newly hired who has been employed immediately prior to such hiring by any other school district or districts in Bergen County shall be credited in the Waldwick School District with sick leave accumulated in such other district or districts.

9. Effective with the 1980-1981 school year, any member of the W.A.S.P.'s who, after completing 15 years of service in the district, files an intension to retire with the N.J.T.P.A. fund, shall be compensated for all unused accumulated sick leave, at a daily rate of \$12.00 per accumulated day.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family

An allowance of up to five days' leave shall be granted. Immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, or any member of the immediate household.

2. Serious Illness in the Immediate Family -

An allowance of up to three days' leave shall be granted.
(immediate family same as (1) above).

3. Death of Other Relative or Close Friend -

An allowance of one day's leave shall be granted.

4. Other Emergencies of Personal Nature -

An allowance of up to 3 days' leave with prior approval by the Superintendent for any of the following reasons:

- a. Recognition of a religious holiday.
- b. Court subpoena.
- c. Marriage of employee or marriage in his immediate family.
- d. Personal business which cannot be handled outside of school hours.
- e. Any other emergency or urgent reason not included in (a) to (d) above if approved by the Superintendent (or Board of Education).

5. Jury Duty -

Principals who are required to serve on jury duty will have deducted from their salary the amount of money which they have been paid for this service.

6. Professional -

An allowance with prior approval of the Superintendent of Schools.

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

ARTICLE VIII

INSURANCE PROTECTION

1. The Board shall provide the health care insurance protection including Blue Cross, Blue Shield, Rider J, and Major Medical. The Board shall pay the full premium for each principal and in cases where appropriate for 100% family-plan insurance coverage. The Board shall provide errors and omissions insurance coverage for all members of the Association.
2. Dental plan increases shall be commensurate with the W.E.A. 1980-1982 agreement.

ARTICLE IX

PROFESSIONAL ADVANCEMENT

The Board of Education will implement the following policy beginning July 1, 1970:

1. The Board of Education will reimburse the cost of tuition, including enrollment and laboratory fee, to principals who voluntarily engage in and satisfactorily complete educational courses beneficial to the school system. Other expenses such as graduation costs, thesis binding, yearbooks, parking fees, transportation are not to be reimbursed. The maximum refund is \$400.00 per principal within a school district fiscal year (July 1 - June 30).
 - a. Selected courses, or degree programs must relate to a principal's present position or to a reasonably predictable future assignment which may be requested of a principal by the Board of Education.
 - b. To be eligible for reimbursement a principal will be required to obtain approval in writing prior to the start of a course from the Superintendent of Schools.
 - c. Reimbursement will be made after satisfactory proof of completion of the course is furnished by the principal to the Board of Education. Payment will be then made within thirty (30) days of this notice.
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 a principal is requested by the administration to take. Such requests should be made of a principal with three months notice preceding beginning of the course.
3. The Board of Education will pay the cost of institutional memberships for each principal in one National and one State Principals Associations of the individual member's choice.

ARTICLE X

SALARIES

A.	<u>1980-1981</u>	<u>1981-1982</u>
Mr. Raymond T. Brett High School Principal	\$37,103.00	\$40,071.00
Mr. John R. Edwards High School Vice Principal	32,065.00	34,630.00
Mr. Edward D. Garza Middle School Principal	34,080.00	36,806.00
Mr. Warren R. Jensen Elementary School Principal	33,072.00	35,718.00
Mr. Peter J. Muir Elementary School Principal	31,930.00	35,101.00

In the event that any of the above positions be vacated during the contract year, the Board reserves the right to fill such vacancy and to determine the salary for the position.

- B. Recommendation for principals to receive said salaries shall be made by the Superintendent and acted upon by the Board. The Board may elect not to increase a principal's salary from the previous year for inefficiency or other just cause, provided the inefficiency be established in keeping with the following principle:

Principal efficiency shall be determined on the basis of written reports by the superintendent. Such reports shall be fully discussed with the principal and shall state whatever changes are deemed necessary.

ARTICLE XI

DURATION OF AGREEMENT

- A. 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 expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and attested to by their respective secretaries.

WALDWICK ASSOCIATION OF SCHOOL PRINCIPALS

By _____
President

By _____
Secretary

WALDWICK BOARD OF EDUCATION

By _____
President

By _____
Secretary

Dated this _____ day of _____, 1980