

14-1005
02-30

1971

THIS AGREEMENT made 14 day of June, 1971, between
THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred
to as the Board, and

THE LITTLE FERRY PRINCIPAL ASSOCIATION, hereinafter re-
ferred to as the Association.

THIS BOARD
DOES NOT COLLECT

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 in
this agreement shall refer to all employees represented by the
name of the employee organization in the bargaining or negotia-
ting 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.

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, with-
out 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 at 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 accumulation 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 up to a maximum for any principal of Two Hundred Fifty Dollars (\$250.00) per year.

i. Reimbursement for tuition fees incurred for 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.

ii. Reimbursement for tuition fees incurred for

non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 4 (f) i. A. of this agreement. Reimbursement for non-credit activity shall be applied toward the Two Hundred Fifty (\$250.00) Dollar maximum reimbursement for the year in which the expense was incurred.

(g) The principals shall be eligible for the same maximum reimbursement as granted to the teachers for the school years 1972-73 and 1973-74 as shall be set forth in the contracts for said years between the Board and the Little Ferry Education Association.

5. HOSPITALIZATION AND HEALTH 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. The Board will also pay the full cost (100%) for their dependents. Any principal whose status changes after June 1971 shall also be eligible for dependent coverage. The principals shall be eligible for any increased hospitalization and health benefits that may be granted teachers represented by the Little Ferry Education Association for the school years 1972-73 and 1973-74.

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.

ii. 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.

ii. In presenting his (their) professional grievances the principal(s) shall be assured free 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 or session 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.

This agreement, executed on or before the first day of July, 1971, shall continue in full force and effect without change until completion of the required school years (as per New Jersey State Law) of 1971-72, 1972-73 and 1973-74.

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: _____

President

IN WITNESS:

Arthur C. Hunter

Secretary

LITTLE FERRY PRINCIPAL ASSOCIATION

By: _____

President

IN WITNESS:

William E. Peterson

Secretary

THE PERRY PRINCIPALS' SALARY GUIDE 1971-1972 THROUGH 1973-1974

TABLE I

Principal	Salary 1971-1972	Salary 1972-1973	Salary 1973-74
Mr. Charles G. Fitzpatrick	\$17,322.00	\$19,592.00	To be computed as set forth in Table II below
Mr. Frederick E. Petersen	\$16,520.00	\$18,686.00	To be computed as set forth in Table II below

The above salaries have been computed as a fixed ratio of the maximum teacher's salary (hereinafter referred to as the "base") for the immediately preceding year as set forth in Table II below.

TABLE II

Principal	1971-72		1972-73		1973-74	
	Ratio	Base	Ratio	Base	Ratio	Base
Mr. Charles G. Fitzpatrick	1.2975	\$13,350.	1.2975	\$15,100.	1.50	*
Mr. Frederick E. Petersen	1.2375	\$13,350.	1.2375	\$15,100.	1.50	*

*The base for 1973-74 will be the maximum teacher's salary for the school year 1972-73.

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