

4-1025

02-30

THIS AGREEMENT made this 11th day of January, 1971 between

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

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

WITNESSETH:

Be...

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 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 the 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-

THIS BOOK DOES NOT CIRCULATE

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, its properties and facilities and the activities of the same;

(b) To hire, employ, assign and subject to the provisions of law, to dismiss and subject to their qualifications, and the conditions for their employment, to their dismissal or demotion; and to employ and subject to law, all other employees;

(c) To determine the content of instruction, including special programs, and the methods of instruction, recreational and social activities for students, all as deemed necessary or advisable by the Board;

(d) To determine upon the content of instruction, the selection of textbooks and other learning materials, and the use of the same, and the nature of the same;

(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 the same shall be subject to the 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 Education, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they relate to education.

3. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

The Board hereby creates the Professional Development and Educational Improvement Committee to act upon requests from principals to attend workshops, seminars, conferences, in service training sessions or other such sessions. The committee shall be composed of four (4) members consisting of the Superintendent of Schools and 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 credits may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, the State Board of Education, 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 1974-75, 1975-76, and 1976-77.

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 to the total amount of reimbursement allowed for the year in which incurred; provided that

4. The course or equivalent was recommended by the Professional Development and Personnel Improvement Committee, approved by the Board, and is substantially completed by the principal.

5. The principal has been employed by the Board for the entire school year.

5. ~~ROSPERMANSHIP~~ ~~PROFESSIONAL DEVELOPMENT~~

The Board will provide for a plan of the State's Health Benefits Insurance Plan in accordance with the plan, the field, Major Medical, and Retirement by contract for all teachers. The Board will also pay the full cost (100%) for dental benefits. Any principal whose status is principal for the 1974-75 school year shall be eligible for dependent coverage. The principal shall be eligible for any increase in contribution to health benefits that may be granted to the principal by the State's Health Education Association for the school years 1974-75, 1975-76, and 1976-77.

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

provisions of the agreement or (f) 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) a method of regulation of the State Commissioner of Education or (c) a method of regulation of the Board of Education or (d) a method of regulation of any other authority either beyond the scope of employment or beyond the scope of unilateral action by the Board or (e) a method of regulation of a school principal which arises out of a contract of employment, or (f) or a complaint by a non-certificated personnel, occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position of employment, if either not possible or not required.

1. A grievance to be processed under this procedure must be initiated by the employee 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 Principals Association.

(c) Procedure

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

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

Step 1. 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 (10 days) and if any grievance claim is arising, the matter shall be referred to the Board for review of the grievance. A grievance shall be referred in the following cases:

1. 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 (10 days) and if any grievance claim is arising, the matter shall be referred to the Board for review of the grievance. A grievance shall be referred in the following cases:

1. 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 (10 days) and if any grievance claim is arising, the matter shall be referred to the Board for review of the grievance. A grievance shall be referred in the following cases:
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 (10 days) and if any grievance claim is arising, the matter shall be referred to the Board for review of the grievance. A grievance shall be referred in the following cases:
3. 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 (10 days) and if any grievance claim is arising, the matter shall be referred to the Board for review of the grievance. A grievance shall be referred in the following cases:

Step 2. If, after Step 1, 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 Employee Relations Commissioner (hereinafter referred to as PERC).

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 Employee Relations Commissioner (hereinafter referred to as PERC).

The parties agree to abide by the recommendations of PERC or to seek an appropriate solution.

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.

(c) All documents, reports, and correspondence with the processing of a case shall be filed in a separate guidance file and shall not be filed in the personal file of any of the participants.

(d) All meetings and conferences under this procedure shall not be considered as part of the regular duty when parties in attendance are representatives of national organizations heretofore defined in this policy.

8. Absence from Duty

(a) General

Teachers shall be expected to be absent from school duty only when the superintendent's office has been notified in advance as outlined in the school policy manual.

(b) Personal

A maximum of three (3) days per twelve (12) month school year shall be allowed, with pay, for the discharge of important personal business. All personal leave shall be subject to the superintendent's prior approval. One unused personal day shall not be carried over to the subsequent year to be used for no more than four (4) days in any school year.

(c) Sick Leave

Absence for personal illness shall be allowed and shall include full pay for teachers (13) during the twelve (12) month school year 1975-1976, 1976-1977 with only three (3) days per year, being carried over during the succeeding year (1) year.

9. This agreement shall become effective on the first day of July 1974, and shall continue in full force and effect,

LITTLE PLAIN PRINCIPALS' SALARY SCHEDULE

1974-75, 1975-76 and 1976-77

SCHEDULE

	<u>1974-75</u>	<u>1975-76</u>	<u>1976-77</u>
Mr. Charles Fitzpatrick:	1.3 \$27,000	1.3 *	1.3 *
Mr. Frederick Peterson :	1.3 \$27,000	1.3 *	1.3 *

The above salaries are based on a salary schedule which is a fixed ratio of the maximum teacher's salary at the highest step of MA + 50 (hereinafter referred to as the "base") for the immediately preceding year.

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

SCHEDULE "A"