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A G R E E M E N T

THIS BOOK DOES
NOT CIRCULATE

MADE THIS 16th day December, 1969.

BY AND BETWEEN RIDGEFIELD PARK ADMINISTRATORS ASSOCIATION,
hereinafter referred to as "Association";

AND RIDGEFIELD PARK BOARD OF EDUCATION,
hereinafter referred to as "Board":

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all the administrative officers of the Ridgefield Park Board of Education. Such administrative personnel as defined by Article VII, Public Law 303.

ARTICLE II - GRIEVANCE PROCEDURE

The Grievance Procedure to be in effect during the life of this Agreement shall be that set forth in Schedule A which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

A. Board agrees to make provision for the use by Association of meeting rooms in school buildings when the same are not otherwise in use, and intra-school or inter-school delivery services.

B. Association shall have the right to use school equipment such as typewriters, duplicating machines, and intercom phone systems, providing care is taken in the use of said equipment.

ARTICLE IV - BOARD RIGHTS

The Board retains and reserves unto itself, without limitations, all the 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, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education of the State of New Jersey.

ARTICLE V - WORKING HOURS

Administrators shall spend as much time as shall be necessary to diligently discharge their responsibilities as Administrators.

ARTICLE VI - WORKING CALENDAR OF ADMINISTRATORS

Persons holding administrative positions shall be twelve (12) month employees and shall be entitled to one month vacation during the summer.

ARTICLE VII - COMPENSATION

A. Administrators shall be paid in accordance with salary guide annexed hereto, made a part hereof, and marked Schedule B.

B. Every Administrator shall be placed on the proper step of the Administrators' Guide at the beginning of the 1969-1970 school year.

ARTICLE VIII - PROMOTIONS AND SPECIAL ASSIGNMENTS

Board covenants and agrees that it will post notices of the availability of openings for new administrative positions or special assignments. Said notices shall be posted in all schools and opportunity to apply for said positions shall be available to all administrators. Applications to fill said positions shall be filed with the Board through the Superintendent within such times as may be

specified by him.

Board covenants and agrees that it will give due consideration to the qualifications of all applicants but the final determination shall, in any event, be that of the Board, and no Grievance may be filed in connection with any appointment made by the Board to any new administrative position or special assignments.

ARTICLE IX - EVALUATION OF ADMINISTRATORS

Administrators shall receive written narrative evaluation reports from the Superintendent of Schools in January and June of the school year, if non-tenure employees and in January only if tenure employees.

All Administrators shall be required to sign copies of the Evaluation Reports with the distinct understanding, however, that the signature on any such evaluation report shall not be deemed to constitute any admission or agreement on the part of the Administrator that he or she concurs in the contents of said evaluation.

Said report shall also provide for comments to be made on said report by the Administrator.

ARTICLE X - INSURANCE

Board of Education agrees to assume the full cost of individual, and one-half of the cost of family coverage of each Administrator who enrolls as a member of the State Health Benefits Program.

ARTICLE XI- DEDUCTION OF DUES

Pursuant to the provisions of Chapter 310 of the Laws of 1967 (R.S.52:14-15.9e) whenever any employee shall indicate in writing to the Board, his desire to have deductions made from his compensation for the purpose of paying the employee's dues to the Association, said dues shall be deducted from the compensation of such employees and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

Wherever the employee wishes to have dues deducted for more than one organization, but the payment thereof to be made through the Association, he shall indicate in the authorization to the Board and the monies so authorized to be deducted shall be deducted from the compensation of the employee and transmitted to the Association in accordance with the authorization filed with the Board.

The Association Treasurer shall be obligated to disburse the monies transmitted to the Association by the Board in accordance with the authorization received from the employees to the appropriate association or associations indicated in the authorization signed by the employee. The form upon which said authorizations are contained shall be agreed upon between the parties.

The filing of a notice of an administrator's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which the notice of withdrawal is filed.

SCHEDULE A

GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "Grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

(a) the failure or refusal of the Board to renew the contract of a non-tenure employee.

(b) in matters where the Board is without authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

(a) In matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State Commissioner of Education, or the State Board of Education.

(b) In matters where the Board contends that it has the sole and unlimited discretion to act.

(c) In matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any ~~regularly~~ employed individual receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include the Ridgefield Park Administrators Association or any person designated by the Ridgefield Park Administrators Association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after the would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance orally with his immediate superior. In the case of School Psychologist, Supervisor of Physical Education, Adult Education Director and the Director of Pupil Personnel Service, the immediate superior is according to table of organization. In the case of principal, the term "immediate superior" shall be the Superintendent. A decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) days from the receipt of the written grievance (unless a difference period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

1969 - 70 ADMINISTRATIVE SALARY FORMULA

GENERAL FORMULA FOR SALARY INCREMENT TO BE ADDED TO BASE

Ratio X difference in MA scale from 1968-69 to 1969-70 school year (\$1,000) + 1/2 of difference in 1968-69 Administrators salaries and the 1968 County median.

RATIOS

Inexperienced administrators would start with 1.3 as applied ratio, except High School Principal who starts at 1.4.

Ratios by position:

Elementary Principal	(1.3, 1.4, 1.5)
High School Principal	(1.4, 1.5, 1.6)
High School Vice Principal	(1.3, 1.4, 1.5)
Supervisor of Physical Education	(1.3, 1.4, 1.5)
Adult Education Director	(1.3, 1.4, 1.5)
Pupil Personnel Director	(1.3, 1.4, 1.5)
Psychologist	(1.3, 1.4, 1.5)

Definitions: Base salary for Ridgefield Park experienced administrator is previous year's salary.

Medians used were established by the N.J.E.A. Salary Bulletin of October, 1968, or by individual research and/or market value.

Experience is defined as years of service in an administrative capacity of that particular position in Ridgefield Park or another school district. Recognition may be given for work in a related capacity in that position.

Procedure for establishing base salary for person coming as an Administrator from another system:

1. Previous year's salary in the other school system.
2. M.A. maximum figure (\$12,100).
3. Previous year's salary of predecessor.

Procedure for establishing base salary for person newly appointed as an administrator from another system or from within will be the MA maximum figure.

Effective, Dec. 1, 1969, the procedure for establishing base salary for person coming as an Administrator from another system will be the M.A. maximum

APPENDED 12/1/69

IN WITNESS WHEREOF, ASSOCIATION has caused this Agreement to be signed by its President and Secretary, and BOARD has caused this Agreement to be executed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

RIDGEFIELD PARK ASSOCIATION OF ADMINISTRATORS
BY: M. Donald DeFasciale
President

Witness:

Raymond J. Albino
Secretary

BOARD OF EDUCATION OF THE VILLAGE OF
RIDGEFIELD PARK

BY: Paul M. Maney
President

Attest:

James Muldowney
Secretary

Attached to, but not part of the contract, it is understood that there are various letters of intent.

To the duly elected officers of the Ridgefield Park Administrators' Association, this constitutes a letter of intent offered in good faith by the Trustees of the Board of Education of the Township of Ridgefield Park, to be attached to, but independent of, the written contract, as negotiated between the Ridgefield Park Administrators' Association and the Trustees of the Board of Education of the Township of Ridgefield Park, for the school year 1969-1970.

1. In as much as channels of communications should be bilaterally open at all times, it is the intent of the Board of Education and its executive administrators, the Superintendent of Schools, and the Secretary to the Board, to respond to all communications initiated by the members of the Ridgefield Park Administrators' Association, in the course of meeting their professional responsibilities. Such response will be made as soon as it can reasonably and effectively be initiated.
2. The Trustees of the Board of Education of the Township of Ridgefield Park, in recognition of the vital role that administrators play in the school system, agree, that items which effect the duties of said administrators will not be placed upon a negotiating table, without consultation with its administrators. It is further recognized that any study committee as created and/or appointed by the Superintendent, shall include, principals and supervisors of appropriate levels.
3. The Trustees of the Board of Education of the Township of Ridgefield Park agree that an ongoing study of the forces effecting education in Ridgefield Park, in terms of present and future needs, be implemented, and that a joint meeting of the Ridgefield Park Administrators' Association and said Trustees be held at least twice a year, at times to be determined by the Board of Education.

4. As in the past, it is recognized, that the School Budget is initiated by the administrators, who present such information in proscribed, reasonably exact and yet detailed form, in administrative council meeting, to the Superintendent of Schools. It is further understood that the content of this budget will be discussed thoroughly in administrative council meetings before presentation to the Board of Education. If it becomes necessary to change the content of this budget, the Trustees of the Board of Education of the Township of Ridgefield Park will make every reasonable effort to acquaint the administrators with the rationale of such changes.
5. It is agreed that the subject of a sabbatical for an administrator for the school year 19~~70~~71 will be given deep and serious consideration.