

AGREEMENT

BETWEEN THE

RIDGEFIELD PARK

BOARD OF EDUCATION

AND THE

RIDGEFIELD PARK

ADMINISTRATORS' ASSOCIATION

X JULY 1, 1978 ----- JUNE 30, 1981

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a) The failure or refusal of the Board to renew the contract of a non-tenure administrator.

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

3. 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 of the grievance 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 by-law of the State Commissioner of Education, or the State Board of Education.

b) In matters involving the sole and unlimited discretion of the Board.

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.

4. The term, "aggrieved party", shall mean any employee or group of employees covered by this Agreement, or the Association.

5. The term, "representative(s)", shall include the Ridgefield Park Administrators' Association or any person(s) designated by the Ridgefield Park Administrators' Association or by the Board to act on its behalf and to represent it.

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

7. The term, "party in interest", means any aggrieved employee, group of employees, the Association, the immediate superior, the school principal, the superintendent or the Board who may be affected by any determination(s) made in connection with the procedure herein established.

B. Procedure

1. An aggrieved party shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) days period, shall be deemed to constitute an abandonment of the grievance.

2. An aggrieved party processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, an aggrieved party shall have the right to present his own appeal or to designate a representative(s) 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 an aggrieved party appears with a representative(s), the Board shall have the right to designate a representative(s) to participate at any stage of the grievance procedure.

5. An aggrieved party shall first discuss his grievance orally with his immediate superior. A written decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the aggrieved party's satisfaction, within five (5) days from the determination referred to in paragraph 5 above, the aggrieved party 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.

8. Within ten (10) days from the receipt of the written grievance (unless a different 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 aggrieved party and his representative(s), if there is to be one, of his determination and shall forward a copy of said determination to the school principal.

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 by the Board, there shall be submitted by the aggrieved party the writing set forth in paragraph 6 and 9, and further statement in writing setting forth the aggrieved party'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 aggrieved party, 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 all parties in interest who shall have the right to reply thereto. Where the aggrieved party 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 aggrieved party, his representative(s), 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 the aggrieved party is dissatisfied with the determination of the Board he shall have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Laws of 1974. The findings of the arbitrator shall be binding on all parties.

15. A request for 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 party and the Board shall mutually agree upon a longer time period within which to assert such demand.

16. 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.

17. In any case where a grievance is based upon the direct order, ruling or determination of the superintendent, the aggrieved party 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 aggrieved party'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 writing 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 party.

18. All aggrieved parties shall be entitled to resort to the full procedure herein above set forth.

19. Whenever a grievance has been filed at such time that it cannot be processed through all of the steps in the procedure herein above set forth as to be disposed of by the end of the school year, and if left unresolved until the beginning of the following school year, irreparable harm might result to a party in interest, the time limits set forth above shall be reduced so that the grievance procedure may be exercised prior to the end of the school year, or, in the event same cannot be completed prior to the end of the school year, as soon thereafter as is practicable.

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, duplication machines and inter-com 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 an administrative position shall be twelve (12) month employees.

ARTICLE VI (continued)

Administrators who work a twelve (12) month year shall be entitled to a summer vacation period of twenty-two (22) work days following the initial twelve (12) month working period.

In addition to the above, administrators are entitled to eight (8) work days of vacation during the school year. These can be taken with the approval of the superintendent of schools during the following school closings:

Christmas Vacation
Winter Recess
Spring Recess

Regularly recognized national and state holidays of school closings are not considered as applied toward the above number of days. These would include, but not be limited to:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Washington's Birthday
Election Day	Good Friday
Thanksgiving Recess	Memorial Day
	July 4

Any other days unlisted may be granted by the Board of Education through approval of the superintendent.

A vacation shall be determined on a prorated basis of two (2) days per month for any administrator who terminates before the work year expires or who assumed an administrative position during the work year, as long as the period of employment is of, at least, six (6) months in duration.

Thereafter all administrators in continued employment will realize the vacation period due them and their work year will total an eleven (11) month period.

ARTICLE VI (continued)

An administrator terminating services at the end of a school year will realize a months' vacation pay at the salary held for the final year.

ARTICLE VII - COMPENSATION

A. Administrators shall be awarded a seven percent (7%) increase for the school year 1978-79, a seven percent (7%) increase for the school year 1979-80, and a seven percent (7%) increase for the school year 1980-81.

ARTICLE VIII - PROMOTION AND SPECIAL ASSIGNMENTS

Board covenants and agrees that it will post notices of the availability of openings for new administrative positions of 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 evaluation reports from the superintendent of schools or his designee.

All administrators shall be required to sign copies of the evaluation report.

Nontenure administrators shall be evaluated three times each year by the superintendent of schools or his designee, while tenure administrators shall be evaluated once each year by the superintendent of schools or his designee.

ARTICLE X - DEDUCTION OF DUES

Pursuant to the provisions of Chapter 310 of the Laws of 1967 (R.S. 52: 14-15.9e) as amended by Chapter 233 of the Laws of 1969, 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.

ARTICLE X (continued)

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 notice of withdrawal by an Administrator shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

ARTICLE XI - CHANGES IN BUDGET PROVISIONS

When it becomes necessary to change the content of the school budget, the members of the board of education will acquaint the administrators with the rationale of such changes and actively involve the administrators in the budget revisions to the extent of those areas and items which the administrators are responsible for initiating. Those areas would include the educational program, school plant and job function.

ARTICLE XII - ROLE OF ADMINISTRATORS IN
NEGOTIATIONS OF TEACHER CONTRACTS

The parties recognize the role played by Administrators in the school system and the Board agrees that in connection with negotiations with its teachers before any final agreement is reached relative to items which may have an effect upon the duties of the Administrators in the system, the said items will be discussed with the Administrators before any agreement is reached with the teachers.

The Board covenants and agrees that at least one representative of the Ridgefield Park Administrators' Association shall serve as an observer at all negotiation sessions between the Ridgefield Park Education Association and the Board of Education.

The Board shall seek the recommendations of the Administrators in matters where contractual policy or statement considerations may affect the operation of any public school in the Ridgefield Park School System.

ARTICLE XIII - SABBATICAL LEAVES

Administrators may be granted a leave for one academic year for professional study or research, for travel or for other reasons deemed to be valuable to the Ridgefield Park School System, subject to the limitations hereafter set forth.

To be eligible for sabbatical leave, an Administrator must have served for at least seven (7) years in the Ridgefield Park School System and have achieved tenure as an Administrator.

No more than one Administrator is to be on leave at any one time.

ARTICLE XIII (continued)

The sabbatical leave program shall become effective with the 1970-71 school year and every 3rd year thereafter.

An Administrator on sabbatical leave shall be compensated at the rate of seventy-five percent (75%) of his salary for the full year. Salary rate shall be that which the Administrator would be entitled to receive if he had remained on active duty.

As a condition to being granted sabbatical leave, the Administrator shall enter into a contract, as prescribed by the Board, to continue in the service of the Ridgefield Park Board of Education for a period of not less than one year after the expiration of the leave of absence.

If an Administrator fails to continue in service after such leave of absence, the Administrator shall repay to the Board of Education of Ridgefield Park a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the one year's service bears to the one year, unless such Administrator is incapacitated, has been discharged or has been released for good and sufficient reason by the Board of Education from this obligation.

An Administrator requesting a sabbatical leave shall state the following:

1. Purpose of the leave.
2. The program to be followed while on leave.
3. A statement of the benefits the Administrator believes will accrue to the system by reason of having such leave request approved.

ARTICLE XIII (continued)

All requests for sabbatical leave shall be made in writing to the Superintendent of Schools for his approval and recommendation to the Board no later than April 1 and acted upon no later than April 30.

ARTICLE XIV - FRINGE BENEFITS PROGRAM

Administrators shall receive no less beneficial programs than those furnished to the teachers in accordance with their contract with the Ridgefield Park Board of Education.

ARTICLE XV - TUITION REFUND PROGRAM

Tuition refund payments in the amount of 70% shall be made to members of the Ridgefield Park Administrators' Association immediately upon successful completion of approved course or courses and submission of necessary credentials.

Members of the Ridgefield Park Administrators' Association on sabbatical leave are entitled to full employee rights.

ARTICLE XVI - SICK LEAVE

Administrators shall be granted sick leave at the rate of one and one-half days per month up to a maximum of eighteen days per year in accordance with the policy of Administrators being employed on a twelve-month basis. Any unused sick leave shall be cumulative from year to year.

ARTICLE XVII - DURATION OF AGREEMENT

This agreement shall become effective on July 1, 1978 and shall continue in full force and effect until June 30, 1981.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

RIDGEFIELD PARK ADMINISTRATORS' ASSOCIATION

Attest:

BY Joseph Celauro Date 5/16/79
Joseph Celauro, President

Robert J. Sipos
Robert J. Sipos, Vice-President

RIDGEFIELD PARK BOARD OF EDUCATION

Attest:

BY Anthony S. Salvo Date 5/16/79
President

Joseph W. Lindsay
Secretary

Date 5/16/79