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AGREEMENT
BETWEEN THE
RIDGEFIELD PARK
BOARD OF EDUCATION
AND THE
RIDGEFIELD PARK
ADMINISTRATORS ASSOCIATION

JULY 1, 1973 ----- JUNE 30, 1974

~~6 Copies Prepared July 27, 1973~~

NO

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AGREEMENT made this day of
BY AND BETWEEN RIDGEFIELD PARK ADMINISTRATION 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 recognized 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, duplication 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 an administrative position shall be twelve (12) month employees except for the administrative position of supervisor of health and physical education, which is a ten and one-half (10 1/2) month position.

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

All administrative vacations will be scheduled during the summer months.

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) month 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.

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 paid according to Schedule B.

B. It is agreed that both parties would develop a salary program which includes an evaluative report from which performance and accountability would focus on salary consideration as well as job factors pertinent to administrative responsibility.

This salary program will be structured no later than September 1973 so that the superintendent and unit members may have the greater part of the present school year to effect salary considerations for the 1974-75 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 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 on next page)

ARTICLE IX - EVALUATION OF ADMINISTRATORS

Administrators shall receive written evaluation reports from the superintendent of schools no later than January and following with a second report no later than May of the school year.

Once the evaluation instrument is developed and agreed upon, it is attached to this contract as Schedule C.

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 DELETED

ARTICLE XI - 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.

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 or 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 XII - CHANGES IN BUDGET PROVISIONS

"When it becomes necessary to change the content of the School Budget, the Trustees 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 XIII - 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 building principal 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 Principal and the Superintendent in matters where contractual policy or statement considerations may affect the operation of any public school in the Ridgefield Park School system.

ARTICLE XIV - 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 hereinafter 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.

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 per cent (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.

All requests for sabbatical leave shall be made in writing to the Superintendent of Schools for his approval and recommendation to the Board by a deadline date to be fixed between the parties to this agreement by mutual agreement.

ARTICLE XV - REASSIGNMENT OF ADMINISTRATORS

No Administrator may be reassigned during the life of this contract to a position different from that position for which he signed his contract, without his agreement to such reassignment.

ARTICLE XVI - HEALTH BENEFIT 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 XVII - TUITION REFUND PROGRAM

Tuition refund payments 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 XVIII - 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 provided, however, that no more than fifteen days in any one year may be accumulated.

ARTICLE XIX - DURATION OF AGREEMENT

This agreement shall become effective on July 1, 1973 and shall continue in full force and effect until June 30, 1974.

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

RIDGEFIELD PARK ADMINISTRATORS ASSOCIATION

Attest:

George A. Koval

Date 8/23/73

BY Raymond J. Albano

Date 8/23/73

President

Joseph M. Lundy
Secretary

Date 8/24/73

RIDGEFIELD PARK BOARD OF EDUCATION

BY John G. Houston

Date 8/24/73

President

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 applicable classification 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 he 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

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 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 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.

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 binding 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 binding 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.

SCHEDULE B

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|-----------------------------------|-------------|
| Lincoln School Principal | \$22,397.00 |
| Roosevelt School Principal | 21,981.00 |
| Grant School Principal | 20,026.00 |
| Supervisor-Health & Phys.Ed. | 19,627.00 |
| Director of Student Pers.Services | 21,149.00 |
| High School Principal | 24,000.00 |
| Assistant High School Principal | 21,981.00 |
| Assistant High School Principal | 21,981.00 |