

AGREEMENT

BY AND BETWEEN

RIVER DELL REGIONAL BOARD OF EDUCATION

AND

RIVER DELL ADMINISTRATORS ASSOCIATION

2004 - 2005

2005 - 2006

2006 - 2007

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## **GENERAL TERMS OF AGREEMENT**

### **Article I - Recognition**

- 1.1 The Board of Education recognizes the River Dell Administrators Association (the "Association") as the exclusive representative of the Administrators employed in the following positions by the River Dell Board of Education (the "Board"), Oradell, New Jersey.

#### Twelve (12) month Administrators

Principals  
Director of Curriculum and Instruction  
Director of Special Education  
Director of Pupil Personnel Services  
Director of Computer Services  
Assistant Principals  
Dean of Students  
Department Directors

#### Ten and one-half (10.5) month Administrators

Department Supervisors  
Supervisor of Athletics

### **Article II - Administrative Supervision**

- 2.1 The Chief School Administrator of Schools will supervise and evaluate the Principals, Director of Curriculum/Instruction, the Director of Special Education, the Director of Pupil Personnel Services, and the Director of Computer Services, at least once during the school year prior to April 1. Non-tenured Administrators shall receive 3 evaluations during each school year prior to April 1 in accordance with State Board Regulations.
- 2.2 The Building Principals will supervise and evaluate the Assistant Principals, the Dean of Students, the Supervisor of Athletics and the Department Supervisors at least once during the school year prior to April 1. Non-tenured Administrators shall receive (three) 3 evaluations during each school year prior to April 1 in accordance with State Board Regulations.
- 2.3 The Chief School Administrator of Schools shall inform each Administrator in writing, prior to his/her recommendations to the Board of Education, of his/her rehiring, salary recommendations.
- 2.4 Within ten days after the first monthly formal April meeting, the Board of Education shall inform each Administrator in writing, through the Office of the Chief School Administrator, if the contract of a non-tenured Administrator will be renewed.

## Article III - Grievance Procedure

### 3.1 Definition

A grievance shall mean a complaint of a personal loss by an Administrator (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy, change in job description or administrative decision governing or affecting Administrators. However, the term "grievance" shall not apply to any matter (a) which is a complaint of a non-tenured Administrator arising by reason of his/her not being re-employed, or (b) a matter affecting an Administrator arising by the reason of the application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the Administrator within thirty (30) calendar days from the time when the Administrator knew or should have known of its occurrence. As used in this definition, the term "Administrator" shall mean also a group of Administrators having the same grievance.

### 3.2 Purpose

Any individual Administrator or group shall have the right to present a grievance affecting him/her. With respect to his/her personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her grievance. He/she shall have the right to present his/her own grievance or to request a representative, and the Association shall appoint the representative. The Administrator has a right to have a representative appear with him/her commencing with Level Two and all subsequent levels of the grievance procedure.

### 3.3 Procedure

- A. Level One: Any Administrator or group of Administrators who have a grievance shall discuss it with his/her immediate superior, in an attempt to resolve the matter on an informal basis.
- B. Level Two: If, as a result of the informal discussion with the immediate superior the matter is not resolved to the satisfaction of the Administrator(s) within seven school days, he/she shall set forth his/her complaint in writing to the Chief School Administrator stating:
1. the nature of the grievance;
  2. the nature and extent of the loss, injury or inconvenience
  3. the results of previous discussions;
  4. his/her dissatisfactions with the decisions previously rendered;
  5. grievance includes proposal for remediation.

- C. Level Three: Upon request by the Administrator, the Chief School Administrator shall have a conference with the Administrator and his/her representative, if any. The Chief School Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed seven school days. The Chief School Administrator shall communicate his/her decision in writing to the individual and the Association.
- D. Level Four: If the grievance is not resolved to the Administrator's satisfaction, he/she may request a review by the Board within seven school days. The request shall be submitted in writing through the Chief School Administrator of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the Administrator, if requested by the Administrator, and render a decision in writing setting forth its reasons to the Administrator and the Association within fourteen school days.
- E. Level Five:
1. If the grievant is not satisfied with the disposition of the grievance at Level Four, the Association may submit one grievance per year to advisory arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
  2. Within ten (10) school days after such submission for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, either shall request the Public Employment Relations Commission to appoint an arbitrator.
  3. The arbitrator shall confer with the representative(s) of the Board and of the Association and shall proceed with a hearing, and shall submit a written report in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issued submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.
  4. The cost of the services of the arbitrator, including the per diem expenses and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
  5. If time is lost by any Administrator due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute, the time lost by the Administrator must either be without pay or charged to personal time; however, if the arbitrator subpoenas an Administrator to attend the arbitration proceedings as a witness, this Administrator shall not suffer loss of pay.

- 3.4 Failure at any step of this procedure to communicate the decisions on a grievance within step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step. However, either party may request one extension of ten school days at Level Four, and if either party requests it, it shall be granted.
- 3.5 It is understood that Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 3.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

## Article IV – Compensation

- 4.1 Annual Salaries From July 1, 2004 – June 30, 2007 (See Appendix A, B, C)
- A. Twelve (12) month Administrators:  
Principals, Director of Curriculum and Instruction, Director of Guidance,  
Special Education, Director of Pupil Personnel Services, Director of  
Computer Services, Assistant Principals, Dean of Students, Department  
Directors.  
For the 2004-05 school year, these positions include  
Lorraine Brooks, Richard Freedman, Frank Niccoletti, Marcia Hoffman,  
Arnold Pressman, Michael Larko, Mary Ann Pieshala, Jim Phillips, Brian  
Long
- B. Ten and one-half (10.5) Month Administrators:  
Department Supervisors, Supervisor of Athletics  
For the 2004-05 school year, these positions include:  
Michael Giorgio, Jennifer Healy, John Piekielek, Raymond Ralph, Denis Nelson
- 4.2 For each contract year 2004-2005, 2005-2006, 2006-2007 See Appendix A, B, & C.
- A. Any Administrator hired after 2003-2004, who, as a member of the River Dell  
faculty/staff has accumulated educational service credit as a member of the RDEA,  
shall retain such compensation as part of his/her salary.
- 4.3 Salaries
- A. The salaries listed in Appendix A, B, C represent annual salaries. As of the initial  
date of this agreement, all Administrators will be designated as twelve (12) month or  
ten and one-half (10.5) month Administrators. If, by agreement between the  
Administrator and the Chief School Administrator, subject to the approval of the  
Board, any such Administrator should be employed for a period of less than twelve  
(12) months or ten and one-half (10.5) months according to the terms of  
employment in this agreement, then the salary of such Administrator shall be paid  
on a pro-rata basis determined by using a percentage arrived at by dividing the  
actual number of months employed per school year by twelve (12) months or by ten  
and one-half (10.5) months respectively. This percentage times the salary listed  
above shall determine the pro-rata annual salary. The Supervisor of Athletics and  
Department Supervisors shall be employed on a ten and one-half (10.5)-month  
basis (197 days, including (three) 3 emergency days).
- B. It shall be clearly understood by both parties that the salaries listed do not  
guarantee an automatic salary increase. The Board reserves the right to withhold  
for inefficiency or other good cause, any and all employment, adjustment and/or  
increments.

C.1 If any Administrator named above shall leave the employ of River Dell Regional School District for any reason, the starting salary for the person replacing such Administrator, plus annual adjustments to salary during the term of this agreement, shall be determined by the Board through negotiation with the Association, within the salary structure of the 2004-2007 contract. (See Appendix A, B, C)

|                      | <b>Principals</b><br>*        | <b>Assistant Principals</b><br>* | <b>Directors</b><br>H S/M S * | <b>Supervisors +</b><br><b>H S/M S</b>   |
|----------------------|-------------------------------|----------------------------------|-------------------------------|--|
| <b>High School</b>   | \$ 115,000<br>to<br>\$135,000 | \$ 85,000<br>to<br>\$115,000     | \$ 110,000<br>to<br>\$135,000 | \$ 70,000<br>to<br>\$ 105,000  |
| <b>Middle School</b> | \$100,000<br>to<br>\$120,000  | \$ 85,000<br>to<br>\$105,000     | * twelve<br>(12) month        | + ten and one-half (10.5)<br>month<br>= 197 days<br>[3 emergency days<br>included] |

C.2 An administrator's salary will be augmented by \$3,000 upon the rewarding of a doctoral degree.

C.3 Administrators listed in 4.2 A, after the application of the annual percentage increase (2004-2005 – 4.5%, 2005-2006 – 3.25%, 2006-2007 - 3.25% ), shall receive adjustments to their annual salary according to the following scale:

2004 – 2005 - \$ 1,000  
2005 – 2006 - \$ 1,200  
2006 – 2007 - \$ 1,500

D. Any new Administrator employed by the Board for any position, in which that new Administrator had not been previously employed, shall receive a starting salary plus contractual adjustments to salary during the term of this Agreement, as determined by the Board through negotiation with the Association.

E. Any new Administrator hired after February 1 shall not receive an adjustment to salary until July 1 of the following calendar year. The amount of any such adjustment will be determined by the Board through negotiation with the Association.



- 4.4 Any Administrator serving in an extra-curricular capacity will be paid at the rate negotiated by the River Dell Education Association ("RDEA") for the teachers.
- 4.5 For the 2004 – 2005 school year only, all Administrators who retire not later than August 31, 2005 shall be compensated at the rate of \$150 per day for days of unused sick leave to a maximum of \$15,000 to be paid out over three (3) years at a rate of \$5,000 per year. In order to be eligible for this benefit, employees must have completed 25 years of service with the River Dell Board of Education, give notice in writing of their retirement to the Chief School Administrator not later than December 15, 2004, and retire in accordance with the provisions of the new Jersey TPAF. Payment to this provision shall be made not later than January 31, 2006, January 31, 2007, and January 31, 2008 in equal installments.

For 2005 – 2006 and 2006 – 2007 the following applies:

- A. Notwithstanding anything herein to the contrary, the benefit herein provided shall be and is strictly limited to compensation at the aforementioned daily rate of \$50.00 for one-half of an Association member's accumulated unused sick days not exceeding two hundred thereof and, in any event, such benefit shall never exceed the sum of Five Thousand and 00/100 (\$5,000.00), for the 2005-2006 and 2006-2007 school years.
- B. Administrators employed on or after July 1, 1998 must have completed not less than twenty five (25) full years of service with the River Dell Board of Education; Administrators employed prior to July 1, 1998 must have completed not less than twenty (20) full years of service with the River Dell Board of Education, at the end of the school year, at which time the voluntary retirement shall commence, and
- C. The Administrator must have completed a full year of service with the Board and the retirement must commence no earlier than the regular and routine end of a full school year; any Association member who retires and/or leaves prior to the regular and routine end of the school year, notwithstanding the achievement of twenty five years of service for an Administrator employed on or after July 1, 1998, or twenty (20) years of service for Administrator employed prior to July 1, 1998, shall not, under any circumstances whatsoever, be eligible to apply for or receive the benefit provided for in this Article 4.5, and
- D. The Administrator must inform the Board in writing on or before December 15<sup>th</sup> in any school year of his/her intention to retire from service at the end of that school year the following June. Any Administrator who fails to inform the Board in writing of his/her intention to retire on or before December 15<sup>th</sup> shall not be eligible to apply for or receive the benefits provided for by this paragraph, notwithstanding the intention of the preceding language. If an emergency situation arises, any Administrator who finds that he/she must retire and leave in June due to circumstances beyond his/her

control, but which Administrator had failed to notify the Board on or before the December 15<sup>th</sup> deadline, said Administrator may appeal to the Board for a waiver of this condition contained in this paragraph. The Board may, but shall not be required to grant such a waiver, if, in its sole, absolute and exclusive discretion, the Board finds that the circumstances presented by the Administrator justify the granting of a waiver. The Board's decision shall be final, binding and conclusive upon all of the parties and shall not be grievable under and in accordance with the contractual grievance procedure, and

E. The Administrator must have accumulated not *fewer* than fifty (50) unused sick days at the time of the commencement of his/her retirement; any Association member having fewer than fifty (50) unused accumulated sick days at the time of the commencement of his/her retirement shall forfeit compensation for the same upon his/her retirement, and

4.6 The Chief School Administrator has the right, within reason, to assign additional duties or teaching periods to all Administrators listed in Article 1.1; however, the Chief School Administrator will take into consideration the said Administrator's current administrative responsibilities and teaching schedule before proposing additional assignments. The Chief School Administrator has the right, within reason, to assign up to one (1) teaching period and/or additional duties to all Directors/Supervisors.

## **Article V - Leave of Absence**

### 5.1 Short Term Leave

#### A. No Deduction of Pay

##### 1. Personal Illness

- a. Twelve (12) month Administrators shall be entitled to twelve (12) days absence each year for personal illness only. Administrators who are not employed on a twelve (12) month basis shall be entitled to annual sick leave days equal to one (1) day for each month worked per year. Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
- b. All sick leave days not taken while employed by the River Dell system may be accumulated without limit, beginning September 1, 1954.
- c. Administrators shall be given a written accounting of their accumulated sick leave days not later than September 15<sup>TH</sup> of each school year.

d. Emergency Sick Leave.

In the event of an extended illness, which exhausts all of an Administrator's accumulated sick leave days, a request can be made to the Board for additional paid leave. Granting or denial of such additional leave shall be at the sole discretion of the board and will be decided on an individual basis. Payment for such leave cannot exceed normal salary for that person, less the cost of a substitute or replacement employee. There is no contractual or legal right to emergency Sick Leave.

e. The provisions of Article V paragraph 5.2C shall apply to emergency sick leave.

2. Death in Immediate Family

For a death in the immediate family, up to five days absence, as determined by the Chief School Administrator, will be granted. "Immediate family" will include mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, and any other relative living with the Administrator as a permanent member of the family. The Chief School Administrator will resolve cases of an unusual nature, not covered by this regulation.

3. Death of Relative

For a death of a relative outside the immediate family (such as aunt, uncle) one day will be granted.

4. Government Mandate

Recognized government mandates over which the Administrator has no control will be honored.

5. Personal Business

For personal business, three (3) days each year will be granted subject to the prior application to and approval of the Chief School Administrator of Schools and an assertion by the Administrator that the reason for the absence is allowable within the intent of Board policy. Days granted for personal business and not used by the Administrator within the school year cannot be accumulated or carried into the following school year.

Except for personal business days requested immediately preceding or following a holiday or school recess period, which are controlled by the immediately succeeding paragraph, Administrators desiring to take a personal day under this provision shall be required to specify one of the "reasons" listed in Board policy. For not more than one of the personal business leave days requested, an

Administrator may specify as the listed reason "a matter of such personal concern that it cannot be disclosed."

Personal days requested immediately preceding or following a holiday or school recess period may be taken, provided specific written reasons are stated in the application submitted for the personal day and written approval by the Chief School Administrator is received.

**B. Deduction for Substitute's Pay**

Deduction for substitute's pay will be made for the following types of absence. In all of the following cases, a twelve (12) month Administrator's/Director's daily salary is computed on the basis of 1/240<sup>th</sup> of the annual contractual salary. The daily salary of an Association member employed less than twelve (12) months shall be computed by applying a multiple, determined by dividing one (1) by the number of months employed during the school year, plus any fraction thereof, times 20. For example, a 10.5 month Association member's daily salary is on the basis of 1/200<sup>th</sup> (1 divided by 10 X 20) of the annual contractual salary; a ten and one-half (10.5) month Administrator's daily salary is based on 1/210<sup>th</sup> (1 divided by ten and one-half (10.5) X 20) of the annual salary.

**1. Death in Immediate Family**

Absence extending beyond the time granted.

**2. Court Action**

In case of absence from duty in response to jury or a subpoena to be a witness in an action in which the Administrator is not involved, the amount of the witness or juror's fee shall be deducted from the salary of the Administrator.

**C. Deduction of Full Pay**

The Chief School Administrator will approve or disapprove payment for all other absences for reasons not specified herein above.

**5.2 Extended Leave of Absence, Except Parental**

**A. Qualification**

Except for those drafted into military service, only Administrators with tenure will be eligible for extended leaves of absence.

**B. Application**

Any Administrator desiring an extended leave of absence for any reason shall submit a written request to the Chief School Administrator of Schools. Such a request shall contain the proposed dates of absence from school and the reason for the request. The Chief School Administrator will make a recommendation to the Board for their consideration.

**C. Personal Illness**

The application shall be accompanied by a physician's certificate attesting to the fitness of the Administrator to resume his/her assigned duties. The Board may, whenever it deems advisable, require a physician's statement attesting to the illness of the Administrator or may direct the school physician to make a physical examination of any Administrator who is absent because of personal illness.

**D. Sabbatical Leave**

1. On the recommendation of the Chief School Administrator, the Board may permit members of the professional staff to go on a sabbatical leave for the purpose of self-improvement to benefit the school system through study or research.

**2. General**

a. Leave will not be granted for the purpose of engaging in a gainful occupation or for the purpose of studying for a trade or another profession.

b. When formal college credit has been granted during the leave, the Chief School Administrator will require the presentation of an official transcript.

c. When leaves have been granted for any other purpose, written reports planned in consultation with the Chief School Administrator will be required.

d. Summer sabbatical: An Administrator may apply for a sabbatical covering three consecutive summers and leading to completion of a program of study or research.

**3. Limitations**

Only one (1) member of the Association may be on a sabbatical leave at any one time.

**4. Salary**

Sabbatical leave shall be granted for a period of up to one year at 60% salary for the time involved. Salary for the summer sabbatical shall be one half the new school year's salary for the time involved.

5. **Eligibility**

Consideration will be given only to those presenting sabbatical leave plans, which involve self-improvement and benefit to the school system. Members of the administrative staff shall become eligible for a full-year sabbatical leave after they have completed seven consecutive years of service in the system. Eligibility for another full-year sabbatical leave shall be reestablished after seven consecutive years of service following any previous sabbatical leave. Members of the administrative staff shall become eligible for a summer sabbatical leave after they have completed seven consecutive years of service in the system. Eligibility for another summer sabbatical leave shall be reestablished after seven consecutive years of service following any previous sabbatical leave.

6. **Return**

A condition attached to the granting of sabbatical leave shall be the agreement on the part of the applicant to return to the River Dell Regional Schools for at least one year of service after the conclusion of the sabbatical leave. If the Administrator does not return to service as per agreement, then he/she is indebted to the Board for the salary received while on sabbatical. Upon return from sabbatical leave, an Administrator shall be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

7. Sabbatical leave shall not be cumulative.

E. **System**

All leaves of absence are granted from the River Dell Regional School System and not from a specific position herein.

F. **Notification of Return**

By March 1 immediately preceding the school year in which an Administrator is due to return from an extended leave, he/she must signify his/her intent, in writing, to the Chief School Administrator. Failure to comply with this regulation will be considered a resignation. All Administrators on extended leave will be given a written reminder of this obligation not later than February 15.

G. **Contract Salary Status**

Upon return to duty, at the expiration of the leave of absence, the person shall resume the contract salary status he/she had prior to such leave.

H. **Experience Credit**

Administrators on leave for a year or more, or for the major part of a year, shall not receive any increments for the period of such absences nor shall such period of absence, except for sabbatical leaves and military service, count toward experience on a guide. Upon return to duty, the Administrator shall be placed at the salary corresponding to that which he/she was on when he/she left, which will not include the time allotted for his/her leave of absence.

I. **Restriction**

No leave of absence shall be granted for employment in another business or occupation.

5.3 **Maternity Leave of Absence**

A. **Separation from System**

Tenured Administrators shall, and non-tenured Administrators may, be granted a leave of absence without pay for maternity reasons. The Administrator shall continue to work as long as she is physically able, as directed by her own physician. Such determination shall be presented to the Board in writing no later than the sixth month of pregnancy.

If, however, the Board should find that the Administrator's performance is inadequate due to her physical condition, then the Chief School Administrator may require that the school physician examine the Administrator. The Chief School Administrator's decision shall be final. In the case that there is a difference of medical opinion between the school physician and the Administrator's physician, then the Board and the Administrator shall agree on a third impartial physician who shall examine the Administrator and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue administering. The costs of this third physician shall be equally shared by the Board and the Administrator. These examinations shall take place during a span of time no longer than two weeks following the Chief School Administrator's initial request.

B. **Notification**

All Administrators shall notify the Chief School Administrator of intention to take maternity leave as soon as possible, but prior to the proposed beginning date of the leave.

C. **Duration of Leave**

If leave is longer than 13 weeks, the Administrator on such leave of absence must return only in the first or second September following the birth of the child. Specific permission to rejoin the staff at a sooner or later time may be granted by the Board.

The Administrator shall inform the Board in writing of her intention to return in September by the preceding March 15. Failure to return on the promised date shall result in termination of leave. The Board may, at its discretion, grant an extension of leave.

**D. Return**

Upon return, the Administrator shall be reinstated with every reasonable effort made to place her in her previous specific position.

**E. Interrupted Pregnancy**

If a pregnancy for which a maternity leave has been granted is interrupted, or should result in a stillborn child, the Administrator may return at an earlier date than specified, if mutually agreed upon.

**5.4 Other Leaves for Service or Scholarship**

A leave of absence without pay of up to two (2) years shall be granted to any tenured Administrator who) joins the Peace Corps, or Vista, and is a full-time participant in either a like program, or who receives and accepts a Fluorite Scholarship.

**Article VI - Health Insurance**

6.1 A. The Board shall provide to all full-time Administrators a health care insurance plan issued by New Jersey State Health Benefits Program. The Board may change the health care insurance plan issued by New Jersey State Health Benefits Program to that of another health care insurance company, provided that the coverage is generally comparable to the New Jersey Public School Employee Health Benefits Program, which had heretofore been provided all full-time Administrators through June 30, 2007, or currently offered.

B. Prescription Program: The Board shall provide to all full-time Administrators and their dependents a prescription program for the term of this contract only, and only in the following manner:

1 The Board has budgeted, and the parties agree that the limit of the Board's liability for claims under this prescription program shall, in no event, exceed the following sums, less the maximum to be deducted for clerical and administrative costs incurred for administering the within prescription program. Compensation rates shall be

| <u>Year</u> | <u>Prescription Amount</u> | <u>Administrator's Cost</u> |
|-------------|----------------------------|-----------------------------|
| 2004-2005   | \$ 2, 712                  | \$ 163                      |
| 2005-2006   | \$ 2, 773                  | \$ 166                      |
| 2006-2007   | \$ 2, 835                  | \$ 170                      |



2. Benefits for Administrators who leave the system prior to June 30 of each contract year shall terminate as of the date of severance.
3. It is distinctly understood and agreed that, should claims up \$ 2712 in 2004-2005, \$ 2773 in 2005-2006, \$ 2835 in 2006-2007 as set forth in subparagraph 1 above be presented, all approved claims shall be paid by September 30 of each contract year on a pro-rata basis out of said amount.
4. This prescription program shall cover drugs and medicines (except for vitamins), which under Federal or State Law may only be dispensed upon a written prescription by a licensed physician for the treatment or prevention of an illness, injury or condition, and if dispensed by a licensed pharmacist or by a legally constituted and operated hospital for an insured Administrator or dependent who is not then a bed patient in that hospital.
5. The prescription program does not cover any charge for a drug and/or medicine practice:
  - a. if the expense is not required in accordance with accepted standards of medical practice;
  - b. to the extent that the charge exceeds the reasonable and customary charge for the particular drug and/or medicine;
  - c. to the extent that such charge is covered by any other insurance under which the Administrator and/or dependent is covered;
  - d. if the expense is not prescribed by a duly licensed doctor in charge of the case;
  - e. if the expense is incurred in connection with care beyond the scope of the license of the person rendering it;
  - f. if the expense is incurred for drugs, which do not require a prescription;
  - g. if the expense is incurred for prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, hypodermic needles, syringes, or similar devices;
  - h. if the expense is incurred in connection with the administration or injection of any drug and/or medicine
  - i. if the expense is incurred in connection with contraceptive drugs;
  - j. if the expense is incurred in connection with prescriptions dispensed to an Administrator or a dependent while a patient in a hospital, nursing home or other treatment institution;
  - k. if the expense is incurred for drugs in connection with cosmetic surgery and/or treatment;
  - l. if the expense is incurred in connection with the care of disease where the principal diagnosis is of a psychiatric illness;
  - m. if the expense is incurred in connection with the care of drug addiction or chronic alcoholism.

6. Claims must be made in writing in accordance with instructions from the Board Secretary not later than July 15<sup>th</sup> of each contract year, signed by the Administrator; and annexed to said claim must be receipted invoices from the licensed pharmacy setting forth the following information:
    - a. the date purchase of drug was made
    - b. name of patient to whom the drug was prescribed;
    - c. if not the Administrator, the relationship of the patient to the Administrator
    - d. the prescription number;
    - e. the name of the pharmacy;
    - f. the name of the doctor signing the prescription;
    - g. the cost of the drug.
  7. It is understood and agreed that no claims will be approved and/or paid prior to September 30 of each contract year, to allow the Board time to accumulate all claims and to determine the mode of payment of approved claims in accordance with available funds.
  8. Members with prescription claims totaling \$400 or more in any one year shall first make claim for reimbursement under the Major Medical coverage of their health insurance plan.
- C. The parties agree that commencing July 1, 1998, the Board will underwrite a dental plan per subscriber. Compensation rates shall be increased by 2.0% to the sum of \$728.00 per subscriber for the 2004-2005 contract year, \$ 743.00 for 2005-2006, \$ 758.00 for 2006 -2007.
- 6.2 Coverage for items 6.1A to 6.1C shall be for a twelve (twelve (12)) month period commencing July 1. However, a coverage shall terminate as of the effective date an Administrator leaves the system, unless the Administrator shall leave at the end of the normal school year.

#### **Article VII - Other Benefits**

- 7.1 The Board will pay annual dues for Administrators up to \$775 for each year of this Agreement.
- 7.2 The Board shall reimburse each Administrator/Director/Supervisor up to \$500.00 each year of this Agreement for a complete physical examination conducted by a doctor of the Administrator's choice. Such reimbursement will only be made in the event that the Administrator is not eligible for reimbursement from collateral sources, including but not limited to, reimbursement that may be available through benefits provided in Article VI. Reimbursement must be requested no later than April 30th.

## **Article VIII - Administrator Rights**

- 8.1 If an Administrator is called to a meeting with a superior or with the Board without prior reasons being furnished, and he/she learns that this directly affects his/her status as an employee, then he/she may request adjournment for one (1) school day. The Administrator shall have the right to have an Association representative at such meeting.
  
- 8.2 A mandatory conference between the Principals and all non-tenured Department Directors/Supervisors who have started work prior to September 30<sup>th</sup> will be held prior to the succeeding March 1st. If, during this first conference, the principals indicated that there may be some uncertainty regarding the Department Directors'/Supervisors' retention for the succeeding academic year, the Department Director/Supervisor may request, in writing, a second conference with all of the following: Chief School Administrator, Principals or Assistant Principals, and any other Administrator involved in the Department Director's/Supervisor's evaluation, together with one Association representative, in order to review the surrounding facts and circumstances prior to the finalization of the Principal's recommendation and forward it to the Board through appropriate administrative channels. No later than five school days following the second conference, the non-tenured Department Director/Supervisor may place in his/her file a letter setting forth factors he/she believes should be considered. Following the filing of this letter, if he/she requests in writing to the Chief School Administrator, he/she may present any facts he/she deems pertinent in person to the Board. Two Association representatives may accompany him/her.
  
- 8.3 Each Department Director/Supervisor shall maintain the exclusive right and responsibility to determine grades in the classes he/she teaches, within the grading policy of the teachers' manual. In the event of an error or dispute in an assigned grade, a change in grade will only be made in consultation with the Department Director/Supervisor with the agreement of the Principal and the Chief School Administrator.
  
- 8.4 Both parties to this agreement will comply fully with all provisions of Chapter twelve (12)3, NJ public Laws of 1973, including any and all amendments.
  
- 8.5 Any communication, favorable or unfavorable, regarding a Department Director/Supervisor or group of Department Directors/Supervisors made to any member of the administration by a parent, student or other person will be called to the attention of said Department Director/Supervisor or group of Department Directors/Supervisors within 10 days. If such communication could result in administrative action, failure to comply with the 30 days notification shall prohibit administrative action, based on such notification.

- 8.6 All Administrators covered by this Agreement who were hired on or before July 1, 1998 shall have the right to enroll their children in the River Dell Regional School District tuition-free as long as they meet the following criteria:
- a. the child must reside with the Administrator; and
  - b. the staff member must be the child's parent, stepparent or legal guardian;
  - c. transportation cost to and from school will be the responsibility of the Administrator.

### **Article IX - Association Rights**

- 9.1 The Association shall have the right to request the use of school buildings. The Principal of the building in question shall receive the request in writing and in advance of the time and place of such meetings. Such requests shall not be unreasonably denied. If the request is denied, the Principal shall state the reasons in writing and supply a copy to the Association and the Chief School Administrator of Schools.
- 9.2 One day per month of the regular professional meeting time will be allocated to the Association for its meetings (to be scheduled the same time as the RDEA).
- 9.3 Whenever any representative of the Association or any Administrator participates during working hours in negotiations, grievance proceedings, conferences or meetings which are initiated by the Board or its representatives, the said Association representative(s) and/or Administrator shall suffer no loss in pay.
- 9.4 To the extent that school mail facilities and school mail boxes are available, and without any liability to the Board in any event, the Association shall have the right to use the said facilities and mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

### **Article X - Assignments**

- 10.1 Department Directors/Supervisors, shall be presented with any tentative assignments for the next school year on or before June 15 and again one week before the beginning of the school year, if changes were made in the tentative schedule.

### **Article XI - Notice of Professional Vacancy**

- 11.1 A notice of a vacancy in a professional position, excluding classroom teaching positions, shall be sent as soon as possible to each school for posting on the staff bulletin board, and if posted during the summer it shall be mailed to each Administrator. Those on extended leaves shall be notified by mail of any administrative vacancy. Each Administrator shall receive an acknowledgment of receipt of his/her written application.

## **Article XII - School Year and School Day**

- 12.1 The Chief School Administrator shall prepare a school calendar, and shall, after considering the view of the Association and such other individuals and organizations within the school system and community, as he/she may see fit, recommend a school calendar to the Board. The ultimate determination of the school calendar and any subsequent changes therein, shall be the decision of the Board and shall be final and binding. It is agreed that the school calendar is a non-negotiable item and same is appended hereto for reference purposes only.
- 12.2 The administration shall endeavor, within the constraints of the curriculum, physical plant, student population and schedule, to not assign teaching department Directors/Supervisors to more than three different rooms per day.

## **Article XIII - Review of Contents of Personnel Files**

- 13.1 An Administrator may, at reasonable times, upon request, and in the presence of the Chief School Administrator or his/her designee, review the contents of his/her personnel file in the Chief School Administrator's office. The Chief School Administrator retains his/her responsibility to protect the confidentiality of personal references, academic credentials and other similar documents. No materials may be removed from the files, but copies may be made by said Administrator.
- 13.2 The Administrator shall be shown each evaluation and any other written material before it is placed in the folder and be given an opportunity to attach written comments to the evaluation and other written materials, if any. The Administrator shall place his/her initials on the evaluation and other written material, if any, and such initials will serve to acknowledge only that he/she has seen it. If the Administrator refuses to initial the evaluation or other written material, if any, the Chief School Administrator shall note this on the evaluation report or other written material if any, and insert the report or other written material, if any, in the Administrator's folder.

## **Article XIV - Association Dues**

- 14.1 The Board agrees to deduct Association dues from the salaries of the members upon request. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education including any and all future amendments to said laws and rules.

## **Article XV - Professional Development and Educational Improvement**

- 15.1 The Board agrees:
- A. To pay the full cost of tuition, fees and books incurred in connection with any course, workshop, seminar, conference, in service training session, or other such session which an Administrator is required by the Chief School Administrator to take and successfully complete, subject to the approval of the Board.
  - B. Any of the following Administrators: Assistant Principals, Dean of Students, Athletic Director, Department Director/Supervisor, and Computer Director may attend one (1) national conference per year, appropriate to their area of responsibility, subject to the approval of the Chief School Administrator and the Board. The amount of said conference reimbursement shall not exceed One Thousand Two Hundred (\$1,200.00) per conference. Reimbursement shall be limited to conference registration fees, transportation 25 cents per mile, lodging and meals, and shall be made upon the timely submission of original invoices and receipts. Each of the above will be guaranteed the opportunity to attend at least one national subject area conference every two years.
  - C. Any of the following Administrators: Principals, Director of Curriculum and Instruction, Director of Pupil Personnel Services, Director of Special Education may attend one (1) national conference per year, appropriate to their area of responsibility, subject to the approval of the Chief School Administrator and the Board. The amount of any conference reimbursement shall not exceed One Thousand Six Hundred Dollars \$1,600.00 per conference. Reimbursement shall be limited to conference registration fees, transportation 25 cents per mile, lodging and meals, and shall be made upon the timely submission of original invoices and receipts. Each of the above will be guaranteed the opportunity to attend at least one national subject area conference every two years.
- 15.2 A. The Board agrees to reimburse up to 100% of tuition spent by an Administrator up to an aggregate limit of \$5,000 for the duration of this agreement. This tuition reimbursement is subject to the Chief School Administrator's prior written approval for the particular course for which the tuition reimbursement is sought. No prior approval is required for:
- 1. courses taken by Principals, Special Education, Pupil Personnel Services, or Athletic Administrators related to an accredited Ph.D., provided that said Administrator has matriculated in that accredited Ph.D. program and provided further that said Administrator does not already hold an accredited Ph.D., and
  - 2. graduate credit courses taken by a building, guidance/special education or athletic Administrator, at an accredited college or university.

3. graduate credit courses taken by a department Director/Supervisor at an accredited college or university within the area of classroom teaching/administration/supervision certification(s) up to a limit of two such certifications.

### **Article XVI - Vacations**

- 16.1 All Administrators employed on a twelve (12) month basis shall receive 23 vacation days. Administrators who are not employed on a twelve (12) month basis shall not receive vacation days.

Vacations shall be scheduled with the approval of the Chief School Administrator and shall be taken during the months of July and/or August. Up to five (5) vacation days may be taken in the school year on days when students are in attendance with prior approval of the Chief School Administrator.

### **Article XVII - Miscellaneous Provisions**

- 17.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand-delivered letter, by return receipt certified mail, or by telegram to the following addresses:

A. Secretary to the Board of Education  
River Dell Regional Board of Education  
River Dell High School  
55 Pyle Street  
Oradell, New Jersey 07649

B. President  
River Dell Administrators Association  
River Dell High School  
55 Pyle Street  
Oradell, New Jersey 07649

- 17.2 This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- 17.3 Copies of this Agreement shall be duplicated at the shared expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all Administrators now employed and to new Administrators hereafter employed within thirty (30) days of the date of employment.

- 17.4 The Association agrees to refrain from any strikes, boycotts, or work stoppages for the duration of the contract. The Board agrees to uphold the terms and conditions mutually agreed upon in the contract and those procedures mandated by State Law, Federal Laws and any other applicable laws.
- 17.5 The Article headings herein are descriptive and in no way alter the provisions of this Agreement.

### **Article XVIII - Preservation of Records and Documents**

- 18.1 The Association and the Board agree that as a method assuring the preservation of records and documents throughout the course of the negotiations:
- A. Either party, at its own option, may voluntarily insert in the official record a statement, position, matter, or other document, which, at its sole discretion, it deems to be relevant and which it deems necessary to preserve as part of the official record.
  - B. The party not seeking to introduce such matter shall have the right to comment thereon or to insert its objection thereto, and to have its comment or counterstatement duly included as a part of that official record. If a party refrains from inserting a counterstatement or objection to the insertion, this shall not mean that the party agrees or accepts the inserted statement. Such counterstatements may be inserted in the official record at any time during negotiations.
  - C. All inserts into the official record shall be proposed in writing, and the other party shall initial and date such document to evidence receipt of it.
  - D. Duplicate copies of the official record shall be maintained; each party shall have its own copy.
  - E. The parties acknowledge that either copy of the official record may be used by either party for future introduction at any trial, hearing or arbitration session, but the official record shall not be utilized for purposes of news releases to the press or other news media.



**Article XIX - Duration of Agreement**

The provisions of this Agreement shall be effective July 1, 2004 and shall continue and remain in full force and effect to June 30, 2007 when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries of the

**RIVER DELL ADMINISTRATORS ASSOCIATION**

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

**RIVER DELL BOARD OF EDUCATION**

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

