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Contract no 447

16-11



AGREEMENT BETWEEN
RINGWOOD BOARD OF EDUCATION
AND
THE RINGWOOD EDUCATION ASSOCIATION
X JULY 1, 1988 - JUNE 30, 1991

PREAMBLE

This Agreement entered into this 19th day of September, 1988 by and between the Board of Education of the Borough of Ringwood, Ringwood, New Jersey, hereinafter called the "Board" and the Ringwood Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

RINGWOOD BOARD OF EDUCATION
RINGWOOD EDUCATION ASSOCIATION
AGREEMENT 1988-1991

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ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the majority representative for collective negotiations, terms and conditions of employment for all educationally certificated personnel whether under contract or on leave, except those on a per diem basis, employed by the Board, during the term of this Agreement, including all Classroom Teachers, Special Education Teachers, Librarians and Nurses, but excluding all other personnel.
- B. Unless otherwise indicated the term "teachers," when used hereinafter in the agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. The Association recognizes that the Board has the authority and responsibility to manage and direct all the operations and activities of the Ringwood School District to the extent authorized by law, except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws 1974.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over the successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 4th of the calendar year preceding the calendar year in which this Agreement expires. In order to be effective any Agreement so negotiated shall apply to all teachers, be reduced to writing, ratified by the Association, adopted by the Board and signed by both parties.

- B. 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.

ARTICLE III - GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretations, application, or violation of this Agreement, policies or administrative decisions and practices adversely affecting a teacher or a group of teachers.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Consideration

A "grievance to be considered" under this procedure must be initiated within thirty (30) calendar days from the time when the action affected the grievant.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any grievance which may from time to time arise affecting teachers.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual written agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth shall be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Level One--Principal or Immediate Superior

a. An aggrieved person shall first discuss the grievance with his principal or immediate superior with the objective of resolving the matter informally.

b. However, if the grievance is not settled informally, the matter will be put in writing and submitted to the principal or immediate superior formally.

4. Level Two--Chief School Administrator

If the aggrieved person is not satisfied with the disposition of his "formal grievance" at Level One or if no decision has been rendered within five (5) school days after the presentation of the "formal grievance", he may file the grievance in writing with the CSA within five (5) school days after the decision or lack thereof at Level One.

ARTICLE III - GRIEVANCE PROCEDURE - Continued

C. Procedure - continued

5. Level Three--Board

If the grievance is not settled within ten (10) school days after reaching the CSA, or if the aggrieved person is not satisfied with the disposition of his grievance at Level Two, the aggrieved person shall have ten (10) school days to file written appeal for an appointment to meet with the Board of Education or a committee of Board members designated by it. Said request shall be made in writing and copies simultaneously sent to both the CSA and the Board of Education or a committee of Board members designated by it. The Board Secretary shall make an appointment for the aggrieved person with the Board of Education or the committee designated by it. Said meeting shall be held no later than twenty (20) calendar days after the Board Secretary receives the written appeal from the grievant for an appointment with the Board or a committee designated by it.

6. Level Four

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) calendar days after the meeting with the Board or a committee designated by it, he may, within ten (10) school days submit the grievance to advisory arbitration.

b. Within ten (10) school days after such written notice of submission to advisory arbitration, the Board and the aggrieved or his representative shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party, the parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representative of the Board and the aggrieved or his representative and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues 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 the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and the aggrieved.

d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

e. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall deem to be a waiver of further appeal of the decision.

ARTICLE III - GRIEVANCE PROCEDURE - Continued

D. Miscellaneous

1. Personnel Matters

All personnel discussions shall be the concern of those immediately active in the discussions and shall not be released to other persons until completion of the grievance procedure.

2. Representation - Authorization

Representatives of organization acting for individuals or groups shall present to the Board of Education satisfactory written evidence of their authority to act. A simple statement from the aggrieved person stating: "I wish to be represented by....." in his own words and signed by him is sufficient.

3. Written Decisions

Decisions rendered shall be in writing and shall be transmitted within the time limits specified at each level.

4. Reprisals

In presenting his grievance, the aggrieved person shall be assured freedom from prejudicial action in presenting his appeal and freedom from reprisal based upon any assertion of his rights.

5. Status Pending Determination

Any aggrieved person processing a grievance shall be required to follow the direction or policy or administrative decision appealed, pending final determination of that grievance. Processing of any grievance shall be automatically terminated in case of violation of this paragraph. Failure to follow the directive shall be determined as insubordination and may result in dismissal.

6. Group Grievance

If in the judgment of the Association, a grievance affects a group of teachers in more than one school building, the Association may submit such grievance in writing to the CSA directly and the processing of such a grievance shall be commenced at Level Two.

7. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV - TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every teacher as herein defined shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection, or to refrain from doing so.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher or Board such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. Whenever any teacher is required to appear before the Board or any committee thereof, concerning any matter which would adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- D. The teacher shall maintain the primary responsibility to determine grades and other evaluations of students within the grading policies of the Ringwood School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible.
- E. A teacher shall have the right, upon request, to review the contents of his personnel file with the exception of references.
- F. Those employees with a teaching certificate who do not join the Association (national, state, county and local) shall be required to pay 85% of dues for services rendered.

ARTICLE V - TEACHER WORK YEAR

- A. The school calendar shall be the prerogative of the Board of Education. The Board shall advise the Association of said next calendar as early as possible, and, in any event, prior to the end of the school year in June.
- B. An instructional calendar of 185 days, including five (5) emergency closing or snow closing days will be established for the 1988-89, 1989-90 and 1990-91 school years individually.
- C. If five (5) emergency closing or snow closing days are not used the school year will be shortened to 180 days.
- D. The Ringwood Education Association shall be afforded the opportunity of consulting with the CSA on the school calendar and its preparation before its adoption by the Ringwood Board of Education.
- E. The adopted calendar may be subject to modification by the Board during the school year. However, such changes or proposed modifications shall be discussed with the Ringwood Education Association before implementation, except in an emergency situation.
- F. All ten month employees' contract work year shall commence on September 1 and run through June 30.
 - 1. Teachers shall not be required to work on Saturdays and Sundays.
 - 2. Teacher attendance shall not be required whenever student attendance is not required due to emergency closing or snow closing. Teachers will be notified as soon as possible of snow closings.
 - 3. Teachers shall not be required to work more than five (5) non-instructional days which will be of same duration as their school work days. These days shall include the following:
 - a. One orientation day.
 - b. Four non-instructional days.
 - 1) Two days for teacher's convention
 - 2) Two professional days.

ARTICLE VI - TEACHER ASSIGNMENT, REQUESTED TRANSFER, REASSIGNMENT

A. Teacher Assignment

1. All teachers shall be notified of their schedules, class, and room assignments by June 10. However, in the event that an emergency situation arises the teacher affected will be notified as soon as possible, but not later than August 31st.

B. Requested Transfer

1. The CSA will give to the Association and post in each school, a list of openings and new positions as they become known. Teachers desiring to apply for a posted opening or new position will file a written statement indicating the same with the CSA.

2. Teachers who desire a change in grade levels, subject assignment, and/or transfer to another building, may file a written statement of such desires with the CSA by April 15th. Such statements shall include the grade and/or subject to which the teachers desire to be assigned, and school and/or schools to which the teachers desire to be transferred.

3. Any candidate who meets the above criteria (Section B) and who is denied reassignment and/or transfer will be given at his request, by the CSA, a statement of reasons in writing for denial.

4. However, it is understood that teachers are hired to teach in the Ringwood School District and that building and grade assignments are determined by the CSA and the Board of Education.

C. Reassignments

In such cases where administrative transfer and/or reassignment is to be considered, the following conditions will be observed.

1. The transferred persons will be given verbal notification by the principal and written confirmation by the CSA as soon as possible following the decision. However, notification and confirmation for administrative transfers will be given no later than June 10th.

2. In the event an emergency situation arises after June 10th, the person transferred will be notified as soon as possible, but before August 31st.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but shall designate their presence as determined in each building. Any administrator may require a specific teacher or teachers to "clock in and clock out" when such administrator, in his discretion, shall find evidence of repeated violation of the "teaching hours" terms of the Agreement.
- B. The arrival and departure times for all teachers shall be designated in the teachers' handbook, and subject to modification during the course of the year. However, their total in-school workday shall consist of not more than seven (7) hours which shall include a duty-free lunch period of thirty (30) consecutive minutes.
- C. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings for a maximum of sixty (60) minutes per week. Such meetings shall begin no later than eight (8) minutes after the students' regular bus dismissal time and a day's prior notice shall be given to all teachers involved in said meeting, except in cases of an emergency involving the health and safety of students and/or teachers. If additional time is needed, students shall be dismissed early.
- D. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
- E.
 - 1. Teachers may be asked to work on a curriculum committee during the school year. If the meeting is held after school, it shall dismiss not later than 5:00 p.m. and consist of not more than two (2) sixty (60) minute periods per month. If the meeting is held on a non-instructional day it shall be of the same duration as the normal workday.
 - 2. If two (2) curriculum meetings are utilized in one (1) month, attendance at principals' meetings shall be limited to three (3) for that month for those committee members involved.
- F. Teachers may be required to attend the following after-school or evening functions annually:
 - 1. Back to School Night.
 - 2. Conference Night (if conferences are scheduled)
 - 3. Exhibit Night
 - 4. One (1) P.T.A. or P.T.O. meeting in the teacher's own school, except that attendance at such P.T.A. or P.T.O. meetings may not be required if so agreed by a liaison committee in each school made up of teacher representatives and representatives of the P.T.A. or P.T.O.
 - 5. Chaperoning of school sponsored events. If a teacher is required to attend more than one (1) event per year, said teacher shall be paid at a rate of \$10.00 per hour during the 1988-89 school year and at the rate of \$12.50 for the 1989-90/1990-1991 school years.
 - 6. Music Concert Night - One (1) a year if the teacher's class is participating. This section shall apply only to the elementary schools, and shall not count as one of the chaperoning events under Section F-5 of

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD - Continued

- G. Lesson plan book shall be prepared and maintained by all classroom teachers as specified in the teachers' handbook.
- H. Teachers may leave the building during the scheduled duty free lunch period. When leaving the building, they will only be required to notify the office of their departure and arrival. However, if an administrator finds evidence of repeated violation of the time allotted for the duty free lunch period, he may require the teacher or teachers to receive prior approval before leaving the building.

I. Preparation Time

- 1. While classes are being taught by a specialist, regular classroom teachers shall be guaranteed a preparation period.
- 2. Seventh and eighth grade teachers shall have a minimum of one (1) preparation period daily to be of the same duration as that of a normal period.
- 3. Each K-6 professional staff member shall have five (5) scheduled preparation periods per full school week commencing on the first day of school and terminating on the last day of school. Every effort will be made to provide one (1) preparation period per day for each professional staff member. It is understood that preparation periods missed as a result of shortened scheduling approved by the CSA or his designee, shall not be made up.

J. Substitutes

- 1. The District shall endeavor to hire substitutes in any and all cases for classroom or subject area teacher who is absent.
- 2. Where substitutes are not available, the teachers may, on a rotating basis, be required to "substitute".
- 3. If a teacher is required to cover a class or portion of a class other than his/her own, and/or thereby loses a preparation period he/she shall be reimbursed as follows:

<u>1988-89</u>	<u>1989-1991</u>
\$10.00 per period	\$12.50 per period
5.00 per ¼ period	6.25 per ¼ period
5.00 split class	6.25 split class

- 4. In the elementary buildings a full day shall be the equivalent of eight (8) periods. It is understood between the parties that coverage in the elementary schools shall be pro-rated, by time, since such schools do not have specific equal time periods.

K. Summer School

The Administration shall be permitted to invite Ringwood Teachers to participate in Summer School programs, but shall advertise or post the positions in advance in each school.

- L. Seventh and eighth grade teachers (and sixth grade teachers if departmentalized) shall be assigned no more than six (6) instructional periods in a day.

ARTICLE VIII - NON-TEACHING AND TEACHING RELATED DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- B. Teachers may be required to perform the following duties:
1. Supervision of bus loading and unloading.
 2. Supervision of hallways and other areas within their respective buildings.
 3. Duplication of their instructional and instruction related materials.
 4. Keeping cumulative records and other similar functions as are an integral part of teaching.
 5. Correcting tests used at the direction of the Board of Education and/or the Administration.
 6. Inventorying and storing books used in their rooms.
 7. Supervision of the delivery of books. (Teachers will not be required to physically move books beyond their classrooms.)
 8. Collect money from students. (Only if directly related to the school curriculum and approved by the Board of Education.)
 9.
 - a. In the middle school, seventh and eighth grade teachers, (and sixth grade teachers if departmentalized) may be assigned to supervise, hall duty, cafeteria, playground, or in-school suspension, where it does not interfere with their six (6) periods of classroom instruction, lunch and preparation period.
 - b. All duty periods in the middle school shall be rotated amongst all teachers. Such rotation shall be mutually agreed upon by the building principal and the teacher's association.
 - c. Teachers in the elementary schools shall not be required to supervise the cafeteria or playground.

ARTICLE IX - TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- B. A teacher shall be shown a copy of any evaluation prepared by his evaluator within fifteen (15) working days of the evaluation. No such evaluation shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- C. The teacher evaluation is a professional report of the Administrator to the teacher and the CSA. This required document by the Administrator shall be his statement and in no way altered. The signature of the teacher shall be mandatory after a conference on the Administrator's evaluation.
- D. The teacher's signature on the evaluation form will imply neither agreement nor disagreement with the observation, but simply that he has seen it. Should a teacher in any way disagree with the written evaluation the teacher may at his discretion react on a separate sheet over the teacher's signature within the period of fifteen (15) working days. Said statement by the teacher shall be written in a manner which makes very clear the area of disagreement. The Administrator will then forward the teacher's original copy, attached to his evaluation, to the CSA. A copy is to be kept by the Administrator.
- E. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the CSA or his designee and attached to the file copy.

ARTICLE X - ASSOCIATION

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, information concerning the educational program including, but not limited to: class size, number of specialists, register of certified personnel, and minutes of all public Board meeting, school census data, individual and group teacher health insurance premiums, numbers of teachers and nurses covered by insurance premiums, experience figures, and addresses of all teachers.
- B. A reasonable number of representatives shall have the right to use school buildings at all reasonable after school hours for meetings. The principal of the building in questions shall be notified in advance of the time and place of all meetings. The use of school buildings shall be by prior permission only. No supervision shall be required.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable after school hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all meetings. The use of school buildings shall be by prior permission only. No supervision shall be required.
- D. The Association shall have in each school building use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but approval is not required. All such materials shall be in keeping with the high professional standards shown by the teachers of the Ringwood School District.
- E. The Association shall be afforded the opportunity of addressing the faculty immediately following the close of any faculty meeting.
- F. The Association may, with advance approval, have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay \$100 per year for use of equipment and all other materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

ARTICLE XI - LEAVES OF ABSENCE

A. Maternity

1. Extended leaves for preparation for childbirth, child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent school year. No further extensions shall be granted.
2. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.
3. Any pregnant teacher may apply to the Board of Education for a disability leave and shall be granted the leave. The leave dates shall be supported by a physician's certification which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.
4. A pregnant teacher may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
5. Accumulated sick days may be utilized during the disability period.
6. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.
7. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this ARTICLE by having the teacher examined by its own physician at the Board's expense. If the two (2) physicians disagree, they shall choose a third (3) physician who shall examine the teacher and whose decision shall be final and binding upon the parties.
8. A non-tenured teacher shall only be entitled to a leave up to the expiration of her contract. A non-tenured teacher shall not be denied re-employment on the basis that she is pregnant, or on leave.
9. A pregnant teacher may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all teachers under Title 18A. No pregnant teacher may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

B. Illness

1. The Board may grant to any teacher under tenure a leave of absence for illness upon request not to exceed two (2) academic school years. Upon the expiration of this period of time a request for resignation or separation shall be made. Medical evidence for such request must be submitted.

ARTICLE XI - LEAVES OF ABSENCE - Continued

B. Illness - Continued

2. A leave of absence shall be requested by the teacher under tenure in the case of any illness that would cause absence for a period in excess of sick leave or accumulated sick leave,

3. In addition to sick leave and accumulated sick leave days the Board may at its discretion grant a percentage of base pay to this extended period of illness. Medical proof must be submitted and verified for the granting of said leave of absence and the granted leave of absence shall be reviewed each six (6) months.

C. Educational Conferences

The CSA may, at his discretion, allow teachers to attend educational conferences or to visit educational institutes if, in his opinion, it is professionally desirable, without loss of pay.

D. Employees absent for any other emergency reason not heretofore specified shall be deducted, for all employees on a ten (10) month contract, 1/200 of their annual salary and for all employees on a twelve (12) month contract 1/240 of their annual salary or, at the discretion of the CSA, the salary of a substitute.

E. Extended Leave

1. An unpaid extended leave for a period of one (1) school year may be granted to professional employees for reasons other than illness or maternity at the discretion of the Board.

2. The Board agrees that up to two (2) teachers shall upon request be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

F. Sabbatical Leaves

The Board agrees to grant up to one (1) Sabbatical Leave each year in accordance with the following.

1. The approval of a Sabbatical Leave is the sole prerogative of the Board. Granting or denying of a Sabbatical is the sole decision of the Ringwood Board of Education. The Board's decision is final and binding.

2. The applicant must have seven (7) years of teaching experience in the Ringwood School District.

3. The Sabbatical must be for an approved graduate program and/or recipients of approved scholarships or fellowships. The Board shall have the right to inquire of the teacher or the institution involved written verification from time to time, concerning the teacher's status, progress and accomplishments while on Sabbatical Leave.

ARTICLE XI - LEAVES OF ABSENCE - Continued

F. Sabbatical Leaves - Continued

4. A teacher granted a Sabbatical Leave will receive one-half of his/her salary for the period of time a leave is granted together with all of the fringe benefits he/she would normally receive if he/she were teaching in the Ringwood School system at the time.
5. The Sabbatical leave pay shall be based on the salary step the teacher would have earned had he/she remained on active duty. Those regular deductions as required by law will be withheld from this compensation.
6. Upon return from Sabbatical Leave a teacher will be expected to remain with the Ringwood School system for a minimum of two full school years. He/She 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.
7. Requests for Sabbatical leave must be received in writing by the Chief School Administrator no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the Sabbatical is requested. The only exception to this provision shall be a recipient of an approved scholarship or fellowship who received notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for sabbatical leave is submitted in writing within ten (10) days of the notification of the

ARTICLE XII - TEMPORARY LEAVES OF ABSENCE

- A. This section shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school district. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be cumulative for use in another school year. With the exception of death, serious illness or emergency (telephone notification through proper channels is required,) all leave shall be taken with prior notification and approval of the CSA.
- B. An allowance of up to five (5) days leave shall be granted for the death of a member of the immediate family. Immediate family shall be considered spouse, child, mother, mother-in-law, father, father-in-law, brother, sister, or any member of the immediate household.
- C. A total of up to four (4) days are allowable for personal leave (not including death in the immediate family) as specified in the list below, 1-7.
1. Serious illness in the immediate family.
 2. Death of a relative other than immediate family (one (1) day per death.)
 3. Religious holiday.
 4. Court appearance.
 5. Marriage of employee or marriage in the immediate family.
 6. Personal reason without an explanation (one (1) day per year.)
 7. Personal business or emergency which cannot be handled outside of school hours.
- D. No personal days are to be taken on the first day of school, the last day of school, or any day immediately preceding or following a holiday period. Exceptions to the above are serious illness in the immediate family, a bona fide religious holiday, court appearance or a verifiable emergency.
- E. Every full day of personal leave shall be accounted for by means of a checklist approved by the Board of Education and said checklist shall be used in all schools in the district. Where prior notification is not required by paragraph (A), this checklist shall be completed upon the first day of return to work.
- Inappropriate documentation as deemed by the CSA shall result in a loss of pay for the particular day.
- F. Notwithstanding Paragraph A of this article when any unused personal days as outlined in Paragraph C above are not used during one (1) year, then only three (3) of those days will be accumulated as sick days.

ARTICLE XIII - SICK LEAVE

- A. All who are steadily employed by the Board of Education shall be allowed sick leave with full pay for ten (10) school days.
- B. If any person requires in any school year less than this specified amount of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- C. In addition, each employee may be allowed over and above the ten (10) days sick leave and all accumulated sick leave to receive an additional fifteen (15) days for which only substitute's pay shall be deducted. Commencing with the sixteenth (16) day and each day thereafter a full day's salary shall be deducted. The Board shall decide upon the application of the employee involved, each case on its own merit.
- D. A doctor's certificate is required for all sick leave absences exceeding five (5) consecutive school days.
- E. Sick leave is defined as meaning the absence from his or her post of duty, of any such person because of personal disability due to illness, injury, or because he or she has been excluded from school by the school district's medical inspector on account of contagious disease or of being quarantined for such a disease in his or her immediate household.
- F. Teachers shall be given a written accounting of accumulated sick leave no later than October 1st of each school year.
- G. Reimbursement for unused accumulated sick leave:
 - 1. Reimbursement of \$40.00 per day of unused sick leave, up to a maximum of seventy-five (75) days, upon retirement or upon resignation from District.
 - 2. To be eligible a teacher must have served fifteen (15) years as a teacher in the Ringwood District.
 - 3. To be eligible a teacher must provide ten (10) months advance notification to the Board, without proper notification there may be a delay in payment.

ARTICLE XIV - MEDICAL AND DENTAL BENEFITS

A. Medical Plan

1. The Board of Education will provide without cost a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through the Blue Cross and Blue Shield Plans of New Jersey, including Rider J, and a major medical benefit underwritten by the Prudential Insurance Company of America.

2. If a change in carrier is contemplated it is agreed that a committee will be set up to investigate the various possibilities and programs. The committee shall consist of the following:

- a. The Chief School Administrator
- b. The President of the Board of Education
- c. The President of the Ringwood Education Association
- d. A qualified Agent picked by the R.E.A.
- e. A qualified Agent picked by the Board of Education.

B. Dental Plan

1. Full Family coverage of dental services in accordance with the Delta Dental Service Plan, Inc. will be provided by the Board with no cost to the employees. The plan will be the same as in previous contracts.

Full Family coverage of dental services based on plan Number III New Jersey Dental Service Plan, Inc., providing Preventive and Diagnostic coverage at 100%; remaining basic services 80/20%; and Prosthodontic benefits 50/50% will be adopted.

2. If a change in carrier is contemplated it is agreed that a committee will be set up to investigate the various possibilities and programs. The committee shall consist of the following:

- a. The Chief School Administrator
- b. The President of the Board of Education
- c. The President of the Ringwood Education Association
- d. A qualified Agent picked by the R.E.A.
- e. A qualified Agent picked by the Board of Education

C. Prescription Plan

1. For the duration of the contract a full family prescription plan will be provided by the Board without cost to the employee.

2. If a change in carrier is contemplated it is agreed that a committee will be set up to investigate the various possibilities and programs. The committee shall consist of the following:

- a. The Chief School Administrator
- b. The President of the Board of Education
- c. The President of the Ringwood Education Association
- d. A qualified Agent picked by the R.E.A.
- e. A qualified Agent picked by the Board of Education.

ARTICLE XIV - MEDICAL AND DENTAL BENEFITS - CONTINUED

D. How to Become Insured

1. Eligible new employees will become insured for employees' coverage on the first of the month following the date they complete two (2) months of continuous service.
2. An employee who is initially employed on an annual ten (10) month contract will be deemed to have satisfied the two (2) month waiting period in the months of July and August if he begins contractual employment at the beginning of the contract year (September 1st).

E. How to Enroll

1. Enrollment is not automatic. The employee is required to obtain an enrollment card from the School Business Administrator and return the completed card to that office prior to the enrollment period.
2. Employees who fail to enroll promptly cannot enroll until a subsequent annual enrollment period. If an employee fails to enroll his eligible dependents, they cannot be registered for coverage until a subsequent annual enrollment period. Application must be made by the employee prior to January 1st of the given year and the insurance coverage would then become effective May 1st.

ARTICLE XV - ADVANCE STUDY REIMBURSEMENT

- A. The Ringwood Board of Education will reimburse a professional member beginning with the third year of employment for tuition fees expended by the staff member for graduate study related to his or her present service to the educational program of the Ringwood School District. No payment shall be made to a teacher that does not attain tenure in the Ringwood School District. Reimbursement shall be limited to a maximum of the equivalent of nine (9) credits at a New Jersey State College for each school year. Payment will be made to tenured teachers for the fall semester the following February, and, for the spring semester upon the teacher's return to the classroom the following September. Payment to third year teachers will be made during the first February or September of the fourth year of employment.
- B. Credits will be considered for reimbursement if they meet the following requirements:
1. Courses of study to be included in this program must be approved in advance by the CSA. Application, prior to course registration, is to be made on the proper form prepared for this purpose and submitted within a reasonable period prior to registration.
 2. They shall be earned at an accredited institution and apply toward a higher degree for which the member has matriculated.
 3. They shall be earned at an accredited institution, and even though the member is not a matriculated student, be of a calibre that would apply to the next higher degree.
- C. Advance study reimbursement is not allowable to any employee holding sub-standard certification. An exception may be made by the CSA when a properly certified employee has been approved for a change of position within the district.
- D. An employee receiving reimbursement from any other source may not apply or duplicate reimbursement under this section.
- E. Reimbursement will be made following the presentation to the CSA of:
1. Evidence of successful completion of the course.
 2. Evidence of payment made by the staff member.
- F. Courses applied for must have reimbursement money encumbered by the Board Secretary/Business Official, before the end of the fiscal year to be eligible for reimbursement upon successful completion of course work and receipt of payment is received by the CSA. A school fiscal year is July 1st through June 30th of the following year.
- Money in any one (1) fiscal year will not decrease in any way the eligible maximum amount during the following fiscal year. (Example: 87-88 encumbered money paid in September 1988 would not decrease in any way the eligible maximum amount for that staff member during the 88-89 fiscal year.)

ARTICLE XVI - TEACHER EMPLOYMENT

- A. Classification "A" will include all teachers having a bachelor's degree.
- B. Classification "B" will include bachelor's degree plus 15 approved graduate credits.
- C. Classification "C" will include all teachers having a bachelor's degree plus 30 approved graduate credits beyond the bachelor's degree.
- D. Classification "D" will include all teachers having a master's degree.
- E. Classification "E" will include all teachers having a master's degree plus 30 approved graduate credits beyond the master's degree.
- F. Credit for all previous satisfactory teaching experience may be recognized. In no case will the Board give credit for more experience than the employee actually has.
- G. If any teacher expects to receive a higher degree, or qualify for a change in classification, he must apply in writing to the CSA by November 1st of the year preceding the change.
- H. It is the responsibility of each teacher to keep up-to-date record of credits filed with the CSA's office. Only the duly attested transcript or other official notice of completed work from the college or educational institution will be accepted in the filing of credits for advance salary classification.
- I. All courses to be considered for salary classification changes are to be:
 - 1. Earned at, or accepted by an accredited institution and be of a category that would apply to the next highest degree or a specific certification.
 - 2. Not a duplicate of any course already recognized.
 - 3. Be directly related to an employee's present or potential service to the educational program of the district.
 - 4. All courses for salary classification changes are to be approved in advance by the CSA.
- J. No increment shall be granted without a record of satisfactory service as approved by the CSA.
- K. Immediate credit will be given for prior honorable military service up to four (4) years. The employee must present acceptable evidence of military connected service.
- L. Teachers who hold an accredited "sixty credit master's degree" for certification purposes shall be placed under classification "E" which is the master's plus 30 classification.
- M. Non-tenured teachers shall be notified of their contract status for the ensuing year no later than April 30th.

ARTICLE XVII - SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in the attached Salary Guide made part hereof.
- B.
 - 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - 2. Teachers may individually elect to have a portion of their monthly salary deducted from their pay to be forwarded to the North Jersey Federal Credit Union and a deduction for the agreed upon annuity fund adopted with either the Thomas Seely Associates or The Equitable. An understanding shall exist that only limited mutually agreed upon additional annuity funds and carriers will be considered for the duration of this contract.
 - 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
 - 4. No staff member will be admitted to the BA30 level after June 30, 1992.
 - 5. Any staff member hired as of 9/1/88 must progress to BA15 level from BA level upon the completion of six continuous calendar years of service from the date of hiring in the Ringwood Public Schools. Staff members not satisfying this requirement shall not advance beyond their sixth calendar year step on the guide. No catch-up factor will be considered.

ARTICLE XVIII - FRACTIONAL SALARY CREDIT

All certified personal covered by this contract shall receive one (1) step within the salary guide for acceptable contracted experience of ninety-one (91) school days within the school year in the Ringwood School District.

ARTICLE XIX - TUTORING

Tutoring is to be paid at the following rate when assigned by the CSA - \$20.00 per hour.

ARTICLE XX - LONGEVITY

Longevity payments shall commence after the ninth consecutive year of service within the Ringwood Public Schools. It is understood that Board of Education approved leave of absences shall not be counted in the consecutive year totals nor serve as an interruption in the building of consecutive years of service.

- A. The following longevity guide shall go into effect on the first day of the 10th, 15th, 20th and 25th year of consecutive years of service in the Ringwood Public Schools.

<u>Consecutive Years of Service</u>	<u>1988-1989</u>	<u>1989-1991</u>
10-14	\$ 470	\$ 590
15-19	870	1,090
20-24	1,270	1,580
25 plus	1,730	2,160

- B. All employees who have acquired military service credit shall in accordance with the law have military service time up to four (4) years applied towards longevity within the Ringwood School District.
- C. For the purpose of longevity payments being applied toward pension benefits, all longevity payments will be paid in the same manner as that of an employee's regular salary.
- D. Said longevity payments shall be considered as part of the base salary and therefore be divided into monthly equal payments.

ARTICLE XXI - EXTRA CURRICULAR PROGRAMS - Continued

B. Intramural Sports

8. Music (per concert)

Hewitt (1) \$500	Ryarson grade 6 (1) \$500
Erskine (1) \$500	Middle School Band (2) \$500 per
Cooper (1) \$500	Middle School Chorus (2) \$500 per

Payment made only upon completion of all responsibilities. Responsibilities include 1) musical performance 2) minimum of six after school sessions - valued at \$50 per to be included as portion of stated allocation.*

9. Newspaper

\$400 - Payment made only upon completion of all responsibilities. Responsibilities include 1) five issues per year 2) minimum of 4 after school sessions - valued at \$50 per to be included as portion of stated allocation.*

10. Student Council

(2) \$500 per person

11. Audio Visual

\$500 - Payment made only upon completion of all responsibilities. Responsibilities include 1) student coordination assignment involving evening taping sessions 2) minimum of eight after school sessions - valued at \$50 per to be included as portion of stated allocation.*

12. Cooper Video Specials

\$2,500 - based on 220 after school hours minimum

*All after school sessions shall meet for one hour following the completion of the regular school day, or 4 p.m., whichever is later.

C. Outdoor Education Program

1. Teacher participation in the outdoor education program shall be on a voluntary basis. The regular sixth grade classroom teachers, one (1) science teacher and one (1) physical education teacher will be expected to go with the students. In the event a class is scheduled for outdoor education and the teacher of this class chooses not to participate, another volunteer will be sought. The teacher who has chosen not to participate will then be required to cover all classes of the person volunteering.

2. A stipend of \$55.00 shall be paid to any teacher participating in the Outdoor Education Program for each time they remain at camp overnight, for the purpose of pupil supervision.

D. Eighth Grade Trip

A stipend of \$55.00 shall be paid to any teacher participating in the eighth grade trip for each time they remain overnight, for the purpose of pupil supervision.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

- A. The Board shall carry out the commitments contained herein and give them full force and effect as Board policy for the term of said Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement.
- D. If at the termination of said contract a successor contract has not been ratified and signed by both parties, said contract shall remain in full force and effect until a successor contract has been ratified and signed by both parties.
- E. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at no less than the prevailing IRS rate. Mileage to be calculated from either staff member's residence or assigned building, whichever is closer to destination.
- F. Copies of this Agreement shall be reproduced within forty-five (45) days after the Agreement is signed, and delivered to the President of the Association. Delivery to take place at the district Administration Office with dated, signed receipt given. The cost of this reproduction should be equally divided between the Association and the Board.
- G. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by special delivery or registered letter with return receipt at the following addresses:
 - 1. If by Association, to the Board at 121 Carletondale Road, Ringwood, New Jersey 07456, with a copy sent to the CSA.
 - 2. If by the Board, to the Ringwood Education Association at the President's latest home address.

ARTICLE XXIII - SALARY GUIDE

- A. The three (3) year salary Agreement covering July 1, 1988 to June 30, 1991.
 - a. Year 1 - 1988-1989 accepted guide
 - b. Year 2 - 1989-1990 accepted guide
 - c. Year 3 - 1990-1991 accepted guide

SALARY GUIDE 1988-1989

	<u>BA</u>	<u>15</u>	<u>30</u>	<u>MA</u>	<u>30</u>
AC 1	20,800	21,200	21,800	22,800	24,800
D 2	21,000	21,400	22,000	23,000	25,000
E 3	21,600	22,000	22,600	23,600	25,600
F 4	22,850	23,250	23,850	24,850	26,850
G 5	24,000	24,400	25,000	26,000	28,000
H 6	25,050	25,450	26,050	27,050	29,050
I 7	26,100	26,500	27,100	28,100	30,100
J 8	27,150	27,550	28,150	29,150	31,150
K 9	28,200	28,600	29,200	30,200	32,200
L 10	29,400	29,800	30,400	31,400	33,400
M 11	31,600	32,000	32,600	33,600	35,600
N 12	32,900	33,300	33,900	34,900	36,900
O/0013	36,800	37,200	37,800	38,800	40,800

No staff member will be admitted to the BA30 level after June 30, 1992.

Any staff member hired as of 9/1/88 must progress to BA15 level from BA level upon the completion of six continuous calendar years of service from the date of hiring in the Ringwood Public Schools. Staff members not satisfying this requirement shall not advance beyond their sixth calendar year step on the guide. No catch up factor will be considered.

Revised 8-23-88

SALARY GUIDE 1989-1990

	<u>BA</u>	<u>15</u>	<u>30</u>	<u>MA</u>	<u>30</u>
1	22,000	22,450	23,050	24,050	26,050
AC 2	22,210	22,660	23,260	24,260	26,260
D 3	22,810	23,260	23,860	24,860	26,860
E 4	23,910	24,360	24,960	25,960	27,960
F 5	25,360	25,810	26,410	27,410	29,410
G 6	26,510	26,960	27,560	28,560	30,560
H 7	27,610	28,060	28,660	29,660	31,660
I 8	28,710	29,160	29,760	30,760	32,760
J 9	29,810	30,260	30,860	31,860	33,860
K 10	31,210	31,660	32,260	33,260	35,260
L 11	33,010	33,460	34,060	35,060	37,060
M 12	35,410	35,860	36,460	37,460	39,460
N/O/OO 13	39,310	39,760	40,360	41,360	43,360

No staff member will be admitted to the BA30 level after June 30, 1992.

Any staff member hired as of 9/1/88 must progress to BA15 level from BA level upon the completion of six continuous calendar years of service from the date of hiring in the Ringwood Public Schools. Staff members not satisfying this requirement shall not advance beyond their sixth calendar year step on the guide. No catch up factor will be considered.

Revised 8-23-88

SALARY GUIDE 1990-1991

	<u>BA</u>	<u>15</u>	<u>30</u>	<u>MA</u>	<u>30</u>
1	23,100	23,600	24,200	25,200	27,200
2	23,900	24,400	25,000	26,000	28,000
AC 3	24,210	24,710	25,310	26,310	28,310
D 4	24,910	25,410	26,010	27,010	29,010
E 5	26,110	26,610	27,210	28,210	30,210
F 6	27,760	28,260	28,860	29,860	31,860
G 7	29,010	29,510	30,110	31,110	33,110
H 8	30,210	30,710	31,310	32,310	34,310
I 9	31,410	31,910	32,510	33,510	35,510
J 10	32,710	33,210	33,810	34,810	36,810
K 11	34,810	35,310	35,910	36,910	38,910
L 12	38,315	38,815	39,415	40,415	42,415
M/N/O/0013	42,007	42,507	43,107	44,107	46,107

No staff member will be admitted to the BA30 level after June 30, 1992.

Any staff member hired as of 9/1/88 must progress to BA15 level from BA level upon the completion of six continuous calendar years of service from the date of hiring in the Ringwood Public Schools. Staff members not satisfying this requirement shall not advance beyond their sixth calendar year step on the guide. No catch up factor will be considered.

Revised 8-23-88

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1988 and continue in effect until June 30, 1991. This Agreement shall supersede all prior and previous agreements. Notification to reopen negotiations must be given in writing by either party to the other on or before September 15 next preceding expiration. The Board agreed to schedule a first meeting with the Association's Committee no later than October 4 upon request of the Association to renegotiate.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested by its Secretary and its corporate seal to be placed hereon, all on the 27th day of Sept. 1988.

RINGWOOD EDUCATION ASSOCIATION

By: Alfred W. Edelberger
President - Al Idalberger

By: Lois Kenison
Secretary - Lois Kenison

RINGWOOD BOARD OF EDUCATION

By: Barbara Woronovitch
President - Barbara Woronovitch

By: Raymond E. Nazzaro
School Business Administrator/
Board Secretary - Raymond E. Nazzaro