

**AGREEMENT**

**BETWEEN**

**RIDGEWOOD BOARD  
OF  
EDUCATION  
and  
RIDGEWOOD EDUCATION  
ASSOCIATION**

**July 1, 2012 – June 30, 2015**

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**ARTICLE I**

**PHILOSOPHY**

- A. The staff of the Ridgewood Public Schools has a long history of excellent relationships with the Board of Education and the community. The common objectives of creating a climate for learning and for the general welfare of all pupils have been nurtured by mutual respect, trust, and understanding. All have recognized the right and willingness to talk, to share ideas, and to resolve problems and differences. This atmosphere has contributed greatly to the realization of the full potential of the staff.
  
- B. This Agreement is planned to reinforce as well as to continue the harmonious relationship described above. This Agreement also is intended to comply with the New Jersey Employer-Employee Relations Act, as amended. It is designed to establish the basic framework for negotiations between the Board of Education and the professional and secretarial staff, leading to agreements on terms and conditions of employment. It shall be referred to as the Negotiation Agreement to distinguish it from other agreements to be negotiated from time to time to cover specific subjects. The latter shall be numbered consecutively and shall become addenda to this Agreement. They shall be recorded in the Index.

**ARTICLE II**

**RECOGNITION**

- A. The negotiating unit to which this Agreement applies consists of all personnel of the Ridgewood School System at any given time for whom N.J.D.O.E. certification is required, and all secretarial personnel, exclusive of individuals serving in the positions of Superintendent, Assistant Superintendent, Business Administrator, Assistant Business Administrator, Manager of Human Resources, all positions covered by the Ridgewood Administrators Association Agreement and any other employees required by their positions to hold N.J.D.O.E. administrative or supervisory certificates, and all non-affiliated confidential secretarial positions. The Board of Education hereby recognizes the Ridgewood Education Association as the exclusive representative of this negotiating unit for negotiations concerning the terms and conditions of employment. The negotiating unit additionally includes certificated instructors providing Home Instruction, interscholastic athletic coaches and co-curricular advisors.
  
- B. Definitions:
  - 1. The Ridgewood Board of Education shall be referred to as “the Board.”
  - 2. The Ridgewood Education Association shall be referred to as “the Association.”
  - 3. “Staff member” shall refer to all employees represented by the Association.
  - 4. “Teacher” shall refer to all employees in certificated positions that are represented by the Association.
  - 5. “Secretary” shall refer to all employees in secretarial and/or clerical positions represented by the Association.
  - 6. References to a single gender are intended to refer to either or both, as may be appropriate.

7. References in the singular are intended to refer to the plural, as may be appropriate.

### **ARTICLE III**

#### **SUPERINTENDENT**

- A. The role of the Superintendent in the negotiation procedure is necessarily affected, if not determined, by other roles in which he functions. These other roles include being: (1) Chief Executive Officer of the Ridgewood Public Schools; and (2) a responsible and responsive educational leader who involves the total staff, through multiple channels, in educational decision-making.
- B. In the negotiation procedure, the Superintendent should exercise independent judgment to assist all parties in arriving at reasoned decisions.

### **ARTICLE IV**

#### **GENERAL**

- A. Both parties will conduct all negotiations in good faith.
- B. The Board shall give to the Association 30 days' notice of any proposed changes in its Policy Manual.
- C. There shall be no discrimination against any staff member with respect to affiliation or nonaffiliation with the Association.
- D. Both parties agree to fully abide by the New Jersey Employer-Employee Relations Act, as amended, and all applicable federal and state laws. If an article or provision of this agreement is held to be contrary to law, this shall not affect all other valid articles or provisions of this agreement and they shall continue in full force and effect.

### **ARTICLE V**

#### **NEGOTIATIONS**

- A. The word "negotiations" refers, for the purpose of this Agreement, to a process participated in by the duly designated representatives of the Board and the Association, which is intended to provide an orderly method for reaching agreements on terms and conditions of employment.
- B. The phrase "terms and conditions of employment" refers, for the purpose of this Agreement, to matters which the Board and the Association agree are within the purview of this Negotiation Agreement.
- C. A "negotiating session" refers to a meeting called for the purpose of negotiation under this Agreement.
- D. References to the Superintendent include his deputy as designated from time to time.
- E. Negotiations shall be conducted according to the following provisions:

1. Requests for Negotiating Sessions:

- a. A negotiating session shall be initiated when either the Board or the Association delivers a written request for such a session to the Superintendent.
- b. A request for a negotiating session shall include a brief statement of the matter or matters to be negotiated.
- c. Upon receipt of such a request, the Superintendent shall prepare and transmit copies to each member of the negotiating panels.
- d. The Superintendent shall, by consultation with each of the parties, set a mutually agreeable date, time, and place for the requested negotiation sessions as well as for subsequent sessions until the matter is disposed of.
- e. The first negotiating session shall be held on a date not more than 15 days after receipt by the Superintendent of the request for the session. But if such a date is not mutually agreed upon by both sides, the Superintendent, on his own motion, shall set the date not later than 20 days after such receipt.
- f. Nothing herein contained shall be construed to prevent either side prior to expiration of this Agreement from requesting the opportunity to discuss and negotiate with the other on matters of substance arising during the term hereof.

2. Conduct of Negotiating Sessions:

- a. Each party shall be represented by a panel of its choice, numbering not more than 7 persons at any session.
- b. Each party shall designate its own chairman.
- c. The respective chairmen shall conduct the negotiating session in the manner of dialogue. There shall be no single presiding officer.
- d. Negotiating sessions will not be held during school hours, except in emergency circumstances. In such cases, members of the Association's panel will be released from their normal duties for that purpose.
- e. Each panel shall keep its own minutes.
- f. By mutual consent of both parties, negotiating sessions may be attended by persons who are not members of the respective negotiating panels; subcommittees, ad hoc committees, and other groups may be set up; and advice and information from outside sources may be sought and obtained.
- g. The Board will furnish to the Association's panel all information from its records relevant to the subject matter of the negotiating session.

3. Conclusion of Negotiating Sessions:

- a. If tentative agreement is reached at a negotiating session, it shall be expressed in writing and shall be submitted to the Board and the Association; if approved by both of them, it shall go into effect according to its terms; and thereupon the negotiations initiated by the initial request shall be terminated.
- b. Either party may declare an impasse.

- c. Upon the declaration of an impasse, the party declaring the impasse shall report the same to the Public Employment Relations Commission and shall, under the authority of this Negotiations Agreement, request the services of the Commission to resolve the impasse.

## **ARTICLE VI**

### **GRIEVANCES**

The Board, having accepted the following principles relative to Board-staff relationships in consultation with the Association, established the following grievance procedures:

#### **A. Principles**

1. Education is a public trust. The public, the Board, and the entire school staff share the mutual objective of providing the best possible education for the children of the district.
2. The Board stands in relationship of employer to all members of the staff of the Ridgewood Public Schools.
3. The Board is a public governing body, responsible to the electorate for the operation of the school system in all its aspects; at the same time the Board recognizes the competencies of employee groups in helping to solve mutual problems.
4. Responsibility for the day-to-day administration of the school system is delegated in the first instance to the Superintendent of Schools who, in turn, delegates authority through successive staff echelons, subject always to the authority and control of the elected Board of Education. As chief executive officer of the Board, the Superintendent is expected to know the problems and thinking of the teachers and of the Board and to advise both groups in accordance with his best professional judgment and be actively involved in all proceedings between the two groups in their efforts to achieve mutual understanding.
5. The Board and the Association will continue the plan of meeting jointly at least twice a year, for the purpose of expressing views on various subjects of mutual interest.
6. The ultimate objective of furnishing the best possible education to the children who attend the public schools is subserved by good relations between the Board and all staff members.
7. The Ridgewood School System has benefited by such good relations in the past and the Board is committed to the continuance and, wherever possible, the improvement of these relations.
8. Such relations are furthered by an orderly and systematic procedure for the consideration and disposition of differences that may arise between a member or members of the staff on the one hand and his/her or their superior or superiors in the school administration or the Board itself on the other hand.
9. The Board and the Association have jointly agreed that a policy with respect to grievances be reduced to writing, and the Board has received suggestions from the Association to that end.

10. The Association, in its capacity as a voluntary association of members of the professional staff, can perform a useful function with respect to such differences involving its members.

B. Grievance Procedure

1. Level One:

- a. Each staff member represented by the Association shall be heard concerning any matter in which he/she feels aggrieved in the employer-employee relationship. An individual staff member must present the grievance to the immediate supervisor within thirty (30) days of the event, which caused the staff member to feel aggrieved. In unusual circumstances the thirty-day limitation may be waived, and the waiver shall not be unreasonably withheld.
- b. The grievant shall present the grievance to his/her immediate supervisor, either directly or with the Association designated representative, with the objective of informally resolving the matter. If two or more staff members are aggrieved by the matter in question, the grievance shall be presented to the supervisor at the lowest level common to all of them. Staff members and/or supervisors may have representation, provided the representative(s) are mutually agreed upon. The immediate supervisor shall respond to each grievance presented within ten (10) school days following the presentation.
- c. If a mutual agreement has not occurred after this meeting, or if the supervisor has not responded within the required time, the staff member(s) may move the grievance to Level Two.

2. Level Two:

- a. If the grievance is not settled satisfactorily at Level One, the staff member(s) may file a written grievance within ten (10) school days of the decision rendered as a result of Level One, or the expiration of the time allowed for the Level One decision to be rendered. This grievance will be sent to the immediate supervisor of the staff member, or the lowest-level supervisor common to all staff members involved. The written grievance shall include the following information:
  - i. The name and position of the aggrieved party/parties.
  - ii. The identity of the provision of this Agreement, Board policy, or administrative decision on which the grievance is based.
  - iii. A general statement of the facts of the grievance, including the date the grievance arose and the event or conditions to which constitute the grievance.
  - iv. The identity of the party alleged to have caused the grievance.
  - v. A general statement of the redress sought by the aggrieved party/ parties.
- b. Within ten (10) school days of the filing of the grievance, the immediate supervisor, or the lowest-level supervisor common to all staff members involved, shall hold a hearing with the grievant(s), and an association representative, in an attempt to resolve the grievance. The administrator shall have the right to have a representative of individual choice at the hearing. Such representation shall also have the opportunity to be heard. The supervisor hearing the grievance shall issue a written decision within ten (10) school days of the hearing. If a mutual agreement has not occurred after this meeting, or if the supervisor has not responded within the required time, the staff member(s) may move the grievance to Level Three.



3. Level Three:

- a. If the grievance is not resolved at the Level Two meeting, the grievant(s) is/are not satisfied with the Level Two written decision, or the time allowed for the Level Two decision expires without a decision being rendered, the grievant(s) may appeal to the Superintendent of Schools. This appeal must be filed within ten (10) school days of receipt of the decision under Level Two. This appeal shall be in writing and shall state the reason(s) for the appeal.
- b. Within ten (10) school days of the receipt of the appeal, the Superintendent of Schools and/or his/her designee shall schedule and hold a hearing with the staff member(s) and/or Association representatives in an attempt to resolve the grievance.
- c. If the grievance is resolved, the resolution shall be stated in writing and signed by the staff member(s) and the Superintendent of Schools. If no resolution is reached, the Superintendent shall issue his written decision on the grievance within ten (10) school days of the hearing.
- d. If the Association feels that the professional staff as a whole is aggrieved in any matter, it may present the matter directly to the Superintendent of Schools. A group grievance by the Association must be presented to the Superintendent of Schools within thirty (30) days of the event which caused the Association to feel aggrieved. In unusual circumstances, the 30-day limitation may be waived, and the waiver shall not be unreasonably withheld. Within twenty (20) school days, the Superintendent will respond to the grievance by issuing a written decision to the Association. Failure on the Superintendent's part to respond within twenty (20) school days will automatically move the grievance to Level Four.
- e. If a mutual agreement has not occurred after this meeting, the staff member(s) may move the grievance to Level Four.

4. Level Four:

If the individual staff member(s) or, in the case of a group grievance, the Association, is not satisfied with the disposition of the grievance by the Superintendent of Schools, an appeal to the Board of Education may be made within ten (10) school days after receipt of the Superintendent's written decision or after the time allowed for the Level Three decision expires without a decision being rendered. In the instance of an appeal, the Superintendent shall make all the necessary arrangements. The appeal shall be in writing, shall state the reasons for the appeal, and shall contain the written decisions rendered at the lower levels. The individual or group shall have the right to be accompanied by a representative or representatives, who shall have the right to be heard. Within ten (10) school days of receipt of the appeal, the Board shall schedule a hearing on the grievance. The Board or its designee or designees shall render a decision in writing within twenty (20) school days of a hearing. In unusual circumstances this time limit may be waived by mutual agreement, and the waiver shall not be unreasonably withheld.

- C. An Association representative shall be present to voice the Association's opinion or viewpoint on the issues of any appeal which involves charges against the Association. Any teacher submitting a grievance may choose to have an Association representative present as an observer or as a grievant's representative.

- D. If a grievance relating to the interpretation, application, or violation of the terms of any formal written agreement between the Board and the Association or of formal Board policies which affect the terms and conditions of employment of the party claiming to be aggrieved cannot be resolved to the satisfaction of both parties, binding arbitration shall go into effect. If the Association wishes review by an arbitrator for a grievance, it shall so notify the Board through the Superintendent within ten (10) days of the Board's decision, except in case of a grievance involving any of the following points:
1. Any matter for which a method of review is provided by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
  2. A complaint of a nontenured teacher that arises by reason of his or her not being reemployed.
  3. A complaint by any teacher occasioned by appointment to or lack of appointment to, or retention in or lack of retention in, any position for which tenure is either not possible or not required.
- E. The following procedure will be used to secure the services of an arbitrator:
1. A request will be made to the Public Employment Relations Commission (P.E.R.C.) by the aggrieved party to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the P.E.R.C. to submit a second roster of names.
  3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the P.E.R.C. may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of the P.E.R.C. in the selection of an arbitrator.
    - a. The arbitrator so selected shall confer with the representative of the Board and the Association, shall hold hearings promptly, and shall issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, he/she shall issue a decision not later than twenty (20) days from the date on which the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted.
    - b. Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by the parties of interest and their designated or selected representatives.
    - c. The parties shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared, each party paying one-half.
- F. Any of the time limits specified may be altered by mutual agreement.
- G. In the instances of appeals either to the Superintendent or Board, any professional staff member or members, whether or not they are members of the Association, may request that representatives of the grievant's choosing accompany the individual or group at such appeal. Such representatives shall also have the opportunity to be heard.

- H. Any and all steps taken under these procedures shall be taken with the objective of a fair and equitable resolution of the differences at issue, in an objective and dispassionate manner, and no reprisal or discrimination shall be directed toward any staff member during or after the completion of these procedures.
- I. Nothing in the grievance procedure is meant to be prejudicial to the Association's existing right under law to take matters to the Commissioner of Education.
- J. Forms for filing grievances, serving notice, taking appeals, making recommendations, and other necessary documents shall be prepared by the Superintendent, subject to the approval of the Board and the Association, and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

## ARTICLE VII

### STAFF ABSENCE PROVISIONS

#### A. Sick Leave

- 1. Each employee shall receive an annual allotment of paid sick leave on the first day he/she reports to work each year equivalent to one (1) sick leave day per month of employment for the contract year.
- 2. Staff members may use their unused accumulated sick leave for illness or approved medical care. Sick leave days that are unused in any year shall accumulate without limit. Prolonged absence, beyond those sick leave days accrued in accordance with state law (N.J.S.A. 18A:30-1, 30-2, 30-3, 30-6), will be reviewed by the Superintendent of Schools to determine whether or not it will be possible for a staff member to return to work within a reasonable period. In unusual cases of chronic absenteeism or where the possibility of an extended multiyear absence exists, the Superintendent will review the details with the Board and make a recommendation concerning the status of the employee.
- 3. The Board of Education may require a physician's certificate in cases of sick leave claimed.
- 4. A cumulative record of absences, absence reasons, and available balances of paid leaves shall be maintained for each employee in the office of the Superintendent of Schools and made available to the employee at least once per year.
- 5. Summer workshop staff will be required to make up all workdays lost due to absence, subject to the approval of the project supervisor. Absences which are not made up will be subject to full salary deduction.

#### B. Death in Immediate Family or Household

- 1. Absence is fully compensated for as many days as the Superintendent considers suitable in the individual case, up to a maximum of five (5) days.
- 2. Additional leave may be granted at the discretion of the Superintendent. For purposes of definition regarding absence, the immediate family includes: husband, wife, civil union, child, father, mother, brother, sister, grandfather, grandmother, relatives by marriage in the same degree of relationship, those serving the staff member in loco parentis, or any relative whose actual household at the time is also the household of the absentee. Absence will be for consecutive days taken within two (2) weeks of the death

of the immediate family or household member. Requests for bereavement days not taken within two (2) weeks of the death of the immediate family or household must be approved by the Superintendent. The Superintendent's approval shall not be unreasonably withheld.

C. Serious Injury or Illness in the Family or Family Emergency

Absence due to a serious injury, illness, or emergency in the immediate family shall be fully compensated up to two (2) full days to enable the staff member to make arrangements for the essential security of the family. Additional leave with full pay, less the amount of the prevailing daily substitute pay rate, may be granted at the discretion of the Superintendent. Where sufficient extenuating circumstances exist, the Superintendent may grant additional leave with full pay without a substitute deduction.

D. Performance of Legal Responsibilities

1. Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted, providing a letter confirming purpose of such leave from a sheriff, court, or United States attorney, depending upon jurisdiction, is filed with the Superintendent of Schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary. Alternatively, leave for jury service will be at full salary provided the staff member turns all income and/or reimbursement derived from that service over to the Board.
2. Leave for acquiescing to a court, or other valid subpoena, may be allowed without loss of pay, dependent upon circumstances and at the discretion of the Superintendent.

E. Personal Business

1. Personal business is defined as a leave used for any reason except recreation, rest, recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided in this Agreement. A staff member shall have available, each school year, three (3) personal business days, without reason or loss of pay, but with the prior approval of the Superintendent or his representative. Personal days may be denied based on the staffing needs of the district. Staff requesting two (2) or more consecutive personal days must provide a reason which conforms to the definition referred to above.
2. No personal business day shall be allowed immediately before or after a holiday or any vacation/recess period for which the schools are closed as designated by the official school calendar; however, staff members may apply for one exception per year to this restriction for good cause subject to the sole discretion of the Superintendent. In addition, exceptions may be made based on a bona fide emergency the reason for which could not have been known in advance. These exceptions are also made at the sole discretion of the Superintendent. Verification may be requested. All requests for absence for personal business shall be submitted on the appropriate forms by the staff member to the Superintendent.
3. Absences which have not been approved or authorized will result in a full salary deduction.
4. Unused personal days convert to sick days, but may not be cashed in upon retirement as other paid leave may be pursuant to this Agreement.

- F. The length of a day of sick leave, personal leave and family illness/family emergency leave entitlements for any staff member shall be equivalent to a full work day absence for the staff

member on the day such leave is used, regardless of the full-time percentage the staff member worked when any of the days were earned.

G. Procedures

1. The district-designated personal leave request form must be completed by the staff member, and submitted to the Principal or immediate supervisor. The Principal or immediate supervisor indicates her recommendation and forwards the request to the Superintendent or designee for consideration. Following action, one copy of the form is returned to the applicant.
2. The district-designated professional leave request form is submitted when requesting time off for attendance at conferences or other school business.
3. Most personal business can normally be anticipated in advance and therefore the form can be filled out and forwarded to the main office. However, there are times when, because of an emergency, a telephone request for personal business will be considered. However, individual staff members who are granted personal leave as a result of a telephone conversation will need to fill out the form immediately upon return to work.

**ARTICLE VIII**

**HEALTH BENEFITS**

A. Medical

1. Effective December 1, 2012 the Board will provide eligible staff members with medical and prescription insurance through its enrollment in the New Jersey School Employees' Health Benefits Program ("SEHBP"). All eligible new enrollees are subject to a two-month delay prior to implementation of medical and prescription coverage. In the event the district changes carriers, eligible staff members may enroll in insurance programs providing for a level of benefits equal to or better than those described in the medical plans offered through the SEHBP as of the time of the change, up to and including the richest benefit plan offered through the SEHBP. Effective December 1, 2012, Traditional Indemnity medical insurance coverage is eliminated for staff members. Employee health benefit contributions shall be made in accordance with all applicable NJ statutes. The Association agrees to have at least one membership meeting each year in order to present information on the medical plans available.
2. Part-time Employees  

Staff members who are hired on or after July 1, 1996 to work half-time (.5 time) or greater, and are eligible for coverage under SEHBP regulations, will receive a prorated share of medical coverage applicable to them (e.g., for an eighty (80) percent staff member, the district will pay eighty (80) percent of the premiums, minus any staff member contribution required in accordance with all applicable NJ statutes.) Staff members hired before July 1, 1996, who had benefits and subsequently convert to part-time (.5 time or greater) and are eligible for coverage under applicable SEHBP regulations, will not be affected by this provision.
3. If the percentage of contract certificated, part-time employees, in the district exceeds seventeen (17) percent, the parties will reopen negotiations on the issue of proration of benefits for new part-time employees. Job share positions will not be considered in the part-time calculation.

4. Regardless of date of hire, part-time employees under fifty (50) percent are not entitled to receive health benefits.
5. Health Insurance Waiver
  - a. Full-time employees who can show proof of health coverage by a spouse, who is not employed by the district, may elect to waive health insurance coverage in return for a payment of \$1,800 (one thousand eight hundred dollars). Payment will be made in each year coverage is waived. Waiver is based on a calendar year, January to December. Employees may request, in writing, to resume health coverage in the event of an emergency which resulted in loss of out-of-district coverage, e.g., death of a spouse or a spouse's termination of employment. Prior to the resumption of coverage, employees must refund the \$1,800 to the district on a pro-rated basis.
  - b. Employees requesting waiver must file the appropriate form no later than December 1 of each year.
  - c. Waiver payment shall be made on or before December 30 each year.
  - d. Staff members will not be eligible for waiver payments if such payments are prohibited by law.

B. Dental

1. All eligible new enrollees will be subject to a one-month delay prior to implementation of dental coverage. Eligible employees may enroll in the Board's DHMO (Horizon BC/BS Dental, Plan K) or DPPO (Horizon BC/BS Dental Option Plan) dental insurance programs providing for a level of benefits equal to or better than that described in the dental plan through Horizon dated July 1, 2012. Employee health benefit contributions shall be made in accordance with all applicable NJ statutes. Employees waiving medical coverage, but enrolling in dental coverage, are subject to the statutory contributions for their dental coverage premium. The Association agrees to have at least one membership meeting each year in order to present information on the dental plans available. Open enrollment shall be limited to one time per year, excluding life events described by law, for returning employees.
2. Part-time employees, .5 time and over, hired on or after July 1, 1996: the Board will pay a pro rata share of dental benefits in an amount equal to the time the employee works.
3. Part-time employees under .5 time are not entitled to dental benefits.

C. Retired Employees

1. Retired Board employees and their dependents shall be included in the health insurance/major medical or dental plans at the employee's expense and option. Dependents of deceased employees will be allowed to remain as members of the Ridgewood group medical and dental plan at their expense and option as long as they qualify as dependents.
2. Effective July 1, 2012, the retired employee option, if permissible under the Board's medical insurance program(s), is eliminated for retirees not enrolled as of June 30, 2012.

D. COBRA

In compliance with the 1986 Budget Reconciliation Act, health insurance coverage will be continued for eighteen (18) months for terminating employees and for thirty-six (36) months for the dependents of active and retired employees after death, divorce, or legal separation of the covered employee and for dependent child(ren) after ceasing to be a dependent under the Board's insurance plan. Premiums for this mandatory extended group health care coverage will be paid by the terminating/retired employee or dependents.

E. Changes in Plan

At any time during the term of this contract, both parties may consider any changes in health insurance that are mutually beneficial. In all other respects, current practice, and language regarding health insurance, including the two-month enrollment delay shall remain in effect.

**ARTICLE IX**

**MEDICARE COVERAGE**

The Board will assume the premium cost of Medicare insurance for all active eligible staff members age 65 and over who elect Medicare as primary payer. Election of Medicare as primary payer precludes the employee from all group medical plans. If the staff member elects to continue primary coverage under our group medical plan, Medicare may provide secondary medical coverage for Part B, provided the staff member enrolls in Medicare Part B and pays the premium.

**ARTICLE X**

**PERSONNEL POLICIES COUNCIL**

The Association and the Board agree to the formation of a Personnel Policies Council.

A. Purposes

1. To provide for a systematic, ongoing review of policies that relate to working conditions in the Ridgewood Public Schools.
2. To provide a medium whereby teachers, administrators, and the Superintendent can cooperatively develop recommendations for policies that affect their professional growth and welfare.

B. Membership

1. Preschool special needs will elect one member from its professional staff.
2. Each elementary school will elect one member from its professional staff.
3. Each middle school will elect two members from its professional staff.
4. Ridgewood High School will elect two members from its professional staff.

5. The central office will elect two members who are not members of the Ridgewood Administrators Association.
6. The Ridgewood Administrators Association will elect two members.
7. The Ridgewood Education Association will elect two members from its leadership.
8. The Ridgewood Education Association will elect two secretaries.
9. One member of the Personnel Policies Council shall serve on the Principal's Advisory Council. In the event that a school has more than one Personnel Policies Council member, the member will be elected by the faculty of that school.
10. The Superintendent of Schools shall serve as chairman but as a non-voting member of the Personnel Policies Council so that he will be able to serve as an independent adviser to both the staff and the Board of Education.

C. Guidelines

1. The Personnel Policies Council is not a substitute for, or in lieu of, negotiations.
2. All policies drafted or revised by the Personnel Policies Council shall be forwarded by the Superintendent to the chairman of negotiations for both the Board and the Association.
3. Meetings shall be scheduled as needed by the Superintendent of Schools in consultation with the President of the Ridgewood Education Association. There shall be at least two meetings each school year.
4. Members are required to report to their constituencies all relevant matters.
5. The Council may form committees from its own membership and the district's professional staff. The Council may form ad hoc committees.

**ARTICLE XI**

**ANNOUNCEMENT OF STAFF VACANCIES AND PROMOTIONAL OPPORTUNITIES**

- A. Requirements for a vacancy in an existing position or a newly created position shall be determined by the Superintendent of Schools. Announcements for all vacancies shall be sent simultaneously to the Ridgewood staff and to placement offices prior to conducting interviews with candidates.
- B. A special bulletin board shall be designated by the building principal for the listing of staff vacancies. Whenever a promotional opportunity occurs or a new position is created, such notice(s) shall be placed on this bulletin board by the building principal or department head. The notice shall list the requirements for the vacancy or promotion, salary information, and the closing date for application. In addition, each building principal or department head shall bring to the staff's attention the announcement of each vacancy.
- C. Promotional positions are those listed in Section 2 (Certificated Staff Members), Article XV, XVI or XVII, those administrative/supervisory positions associated with the Ridgewood Administrators Association, and secretarial positions in higher pay grades.



- D. Staff members who desire to be notified of promotional positions that may need to be filled during the summer recess shall submit their names on the appropriate form to the Manager of Human Resources prior to the close of school in June. Notices of vacancies shall be sent as far in advance as practicable, and copies shall be sent to the Association president.
- E. In the event that an acting position is created, the aforementioned procedures may be waived for a period not to exceed four (4) months.
- F. All secretarial appointments shall be made within a reasonable period of time consistent with good managerial practice as long as qualified candidates have applied. All openings for promotional and/or new positions, showing classification and salary range, shall be adequately publicized in every school and all administrative offices. Requirements for a vacancy in an existing position or a newly created one shall be announced to the Ridgewood secretarial staff prior to conducting interviews with any candidates. It is the desire and policy of the Board to reward competent and faithful secretaries by promotion within the ranks wherever possible and consistent with the needs of the administration. All qualified secretaries shall be given adequate opportunity to make application for such positions.
- G. Seniority lists shall be available to the Association President and Chief Negotiator every December.

## **ARTICLE XII**

### **SUMMER SCHOOL STAFFING**

- A. The best interests of students are paramount in staffing the Summer School. Providing the employee has met the requirements of the position and is professionally qualified relative to the needs of the children, Ridgewood staff members shall be given priority for Summer School positions. Summer School staff assignments shall be finalized by the administration as soon as possible. Wherever possible, teachers shall be given three-(3) days' notice regarding any change in subject matter assignments before the start of the Summer School program.
- B. The administration shall arrange for substitutes in the event a teacher is absent. The Human Resources Office shall handle all compensation for substitutes. The Board will deduct one day's pay for each absence during summer school.
- C. Whenever possible, contracts will be provided at least ten (10) days prior to the start of summer school.

## **ARTICLE XIII**

### **CALENDAR**

Each year, a committee consisting of not less than one-third representation from the Ridgewood Education Association bargaining unit shall recommend a school calendar for the succeeding year to the Board of Education. The ultimate determination of the school calendar shall be the responsibility of the Board. If the Board does not propose to adopt the calendar as recommended by the committee, it shall schedule a meeting with the committee prior to public presentation or adoption.

**ARTICLE XIV**

**MATERNITY LEAVES**

A. Application

1. Requests from staff members for leave of absence due to disability caused by pregnancy, child rearing, or preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Superintendent.
2. At least ninety (90) days prior to the expected leave, an application must be completed and returned to the Manager of Human Resources.
3. Staff members contemplating an adoption must complete a leave request form when their adoption application is accepted by an agency. It is expected that as much notice as possible will be provided the district in these cases.

B. Paid Disability Leave Associated with Pregnancy

1. Any pregnant staff member may apply to the Board of Education as provided above for a disability leave of absence and shall be granted the leave. The leave comes from accumulated sick days. The leave dates shall be supported by a physician's certificate, which shall allow for disability twenty (20) work days immediately before and twenty (20) work days immediately after the anticipated date of birth.
2. A pregnant staff member 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. The approved disability leave shall be extended for unanticipated disability relating to the childbirth upon the provision of a supplemental physician's certificate.
3. Sick days used during a pregnancy-related disability shall not be counted as part of the staff member's statutory family leave entitlement.
4. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the staff member examined by its own physician at the Board's expense. If a dispute arises between the report of the staff member's physician and the report of the Board's physician, the opinion of a third physician mutually agreeable to the other two physicians may be obtained. The opinion of the third physician shall be final and binding upon all parties.

C. Unpaid Leave for Child Rearing, Preparation for Childbirth and Adoption

1. Extended leaves for preparation for childbirth, child rearing, or adoption shall run from their commencement date until the end of that school year. Staff members may return to work at mid-year if a position in their area of certification is available. If a position is not available, every effort will be made to secure suitable work within the school system at the earliest possible date. 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 full school year. No further extension shall be granted.
2. Extended leaves for child rearing may follow a disability leave associated with pregnancy. Application for these two leaves, when taken consecutively, shall be made simultaneously in the manner stated above in Section A.

3. Any staff member adopting a child shall receive a leave similar to a child-rearing leave, which shall commence upon his/her receiving de facto custody of said child, or earlier if necessary to fulfill the requirement for the adoption.

D. Rules of General Applicability under This Article

1. A nontenured staff member shall only be entitled to a leave up to the expiration of her/his contract. A nontenured staff member shall not be denied reemployment on the basis that she is pregnant or that he/she is on leave.
2. A pregnant staff member may be relieved from duty because her work performance has noticeably declined, 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. Where a staff member is relieved from duty because her work performance has noticeably declined, she shall be reassigned, with no reduction in salary, to duties within the district to the extent possible commensurate with her certificate and experience, until such time as her maternity leave is scheduled to begin. Such alternate duties shall not be available upon the staff member's request. No pregnant staff member may be relieved from her duties solely because she is pregnant or because her pregnancy has reached a specific number of months.
3. Eligible staff members may elect to continue medical coverage through the COBRA program.
4. Pension fund rights are protected during the official leave period.
5. Upon return from leave, the staff member will be placed on the appropriate level of the existing salary guide. An increment on the next year's salary guide will be allowed for any staff member who has been at work and performed her job duties for at least fifty percent (50%) of the contract year in which the leave was granted. Absences before and after a staff member's continuous pregnancy and/or child-care leave(s) shall not be included in this calculation.
6. Assignment upon return from leave will be to a position for which the staff member is qualified, although not necessarily to the same position, building, or grade level.
7. No staff member on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Ridgewood School District in the area of her certification or competence.
8. The entitlement to utilize sick leave days for maternity purposes as set forth in this Article shall be exclusive and in no event shall such utilization be permissible under Article 3A of this Agreement.
9. A child-rearing leave shall be available on an identical basis to members of both sexes. When a husband and wife both work in the district, each may take a child-rearing leave under the conditions described above, except that both employees may not be on leave at the same time.
10. The Board will provide staff members at least two (2) weeks notification in cases where health benefits are due to terminate.
11. If a family leave or approved sick/disability leave ends before June 1 and the employee does not return to work in that school year, the employee is not entitled to health coverage over the summer recess. The June 1 date is not subject to change or

exceptions. For family or approved maternity/disability leave that ends after June 1, coverage will be continued through summer months.

## ARTICLE XV

### **RIDGEWOOD EDUCATION ASSOCIATION MEETINGS**

Wednesday afternoons are to be considered Ridgewood Education Association meeting time. Other meetings may be called unless they present a conflict. If a conflict arises, the Association will be considered to have priority.

## ARTICLE XVI

### **RELEASED TIME FOR RIDGEWOOD EDUCATION ASSOCIATION PRESIDENT**

- A. For the duration of this Agreement, the Board will permit the Association president to devote no more than one-third of his/her time to Association business. By June 1 of each contract year, the Association agrees to reimburse the Board an amount which is equal to one-half the amount of released time provided, based on the Class II maximum plus no more than one-half of the released time cost of the benefits paid by the Board for the president.
- B. It is understood that the actual time specified for Association business will be regularly scheduled during the school day and year on a basis acceptable to the Board. The released time schedule for the school year will be determined by July 1.
- C. In the event a new president must be chosen, a new released time schedule will be renegotiated.

## ARTICLE XVII

### **REPRESENTATION FEE**

A. Purpose of Fee

If a staff member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employees will be required to pay a representation fee to the Association for that membership year to offset the cost of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amounts of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law (currently 85%). [N.J.S.A. 34:13A:5-5, et seq.]

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and each month will transmit the amount so deducted to the Association.

**D. Termination of Employment**

If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

**E. Mechanics**

Except as otherwise provided in this Article, the mechanism for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as that used for the deduction and transmission of regular membership dues to the Association.

**ARTICLE XVIII**

**JOB SHARING**

- A.** Job sharing is regulated by Board policy and decisions on job sharing are not subject to grievance or advisory arbitration as provided for in Article 1.
- B.** All employees sharing a job are entitled to a prorata share of health and dental benefits in an amount equal to the percentage of time they are sharing a job. The balance of the premium due must be paid by the employee through payroll deductions.
- C.** In addition, employees sharing a job and electing family coverage will be required to pay the premium costs for the family portion of the health plan in an amount equal that of full-time employees.
- D.** New employees hired on or after July 1, 1996, who share a job, are entitled to a prorated share of health benefits in the district's officially designated medical plan and will also be responsible for premium costs for family coverage in an amount equal to that of full-time employees. Dental benefits will also be prorated.

**ARTICLE XIX**

**PERSONNEL RECORDS**

Board Policy and Regulation No. 8320 permits employees to review their own permanent record files upon request.

**ARTICLE I**

**SALARY CLASSIFICATION ELIGIBILITY REQUIREMENTS**

**A. Salary Class Eligibility Requirements**

**Class I** Bachelor's Degree.

**Class IIE** Bachelor's Degree plus 30 graduate credits, or Bachelor's degree plus 21 graduate credits and 9 approved in-service credits.

**Class II** Master's Degree. (Placement shall be limited to individuals who have been awarded a Master's degree at an accredited college or university.)

**Class III** Master's Degree plus 30 approved graduate credits. (Graduate credits earned prior to the award of the Master's Degree may be used to qualify for Class III if approved by the Superintendent.)

Nine (9) approved in-service credits may be applied in lieu of nine (9) graduate credits in moving from Class II to Class III.

**Class IV** There are three alternatives to attain MA+45 status:

1. Attainment of Class III status plus fifteen (15) graduate credits earned after the Master's Degree was secured and a minimum of six (6) years' teaching experience; or
2. Attainment of Class III status plus fifteen (15) graduate credits (nine (9) of which may be approved in-service credits) and a minimum of six (6) years' teaching experience] or
3.
  - a. Attainment of Class III status
  - b. Minimum of six (6) years' teaching experience – two (2) of which must be in Ridgewood.
  - c. Successful completion of six (6) approved graduate credits after attaining Class III in courses designed to improve teaching techniques or knowledge in the subject field.
  - d. Successful completion of an extensive independent study project designed to enhance classroom performance, school or individual effectiveness, or contribute to overall school district program effectiveness.
  - e. Evidence of good to superior classroom work based upon previous evaluations and evaluations in the year in which the application is filed.
  - f. Application for Class IV status and a complete study plan must be submitted to the staff member's immediate supervisor by July 1 of the year preceding the anticipated entry into Class IV.
  - g. Study plans must be approved by the Principal or Director and Superintendent prior to instituting the plan.

- h. All requirements must be successfully completed by September 1 of the year staff members wish to enter this classification.
- i. If a staff member who has taken this option for entrance into Class IV does not qualify or discontinues his/her program, he/she may continue efforts under any eligibility option.

In such cases, the staff member will consult with the supervisor prior to initiating new efforts so that appropriate academic classes may be included in the study warranted by the previous experience.

Class V                      Earned Doctorate Degree.

B.     Procedures

- 1.     Class movement on the salary guide for teachers may take place twice per year, effective September 1<sup>st</sup> and February 1<sup>st</sup>.
- 2.     Teachers must provide written notice of anticipated class movement to the Human Resources Office by January 15<sup>th</sup> of the school year preceding the effective date of the anticipated change or the change will be delayed by one year.
- 3.     a. Teachers who are eligible for class movement on the salary guide due to completed graduate course work and in-service credits (as appropriate) must submit their requests to the Office of Human Resources on or before: September 30<sup>th</sup> for a September 1<sup>st</sup> change; and on or before March 1<sup>st</sup> for a February 1<sup>st</sup> change. Requests received after September 30<sup>th</sup> will be delayed until February 1<sup>st</sup>. Requests received after March 1<sup>st</sup> will be delayed until the next school year.  
  
      b. A teacher's request to change classes must be accompanied by a completed request form and copies of all graduate transcripts and records of in-service credits necessary to move from the employee's current class to the class requested. Copies of ALL graduate transcripts must be submitted to support EACH request for class movement, even if the transcripts have already been submitted in support of prior class movement requests.

**ARTICLE II**

**TUITION REFUND POLICY**

- A.     Upon completion of graduate course work with a grade of B or better, the Board will fully reimburse a teacher covered by this Agreement for tuition and fees up to \$2,300 per school year for courses approved by the Superintendent in writing, including coursework for National Teacher Certification, prior to course registration subject to a maximum total payment of \$135,000 for the 2012-2013 school year and \$165,000 per school year thereafter. However, if the total maximum payment in a school year exceeds \$165,000, the Board agrees to meet with the Association to negotiate an increase for the following school year.
- B.     Teachers who have achieved National Teacher Certification shall be fully reimbursed for all tuition costs associated with obtaining the certification.
- C.     For purposes of calculating payments and total maximum payment, the tuition year runs from July 1 to June 30. To receive reimbursement, these courses must be given under the auspices

of an accredited college at the graduate level, and official transcripts must be presented upon completion. Payments will be made on a first come, first-pay basis.

- D. The Board will make every effort to ensure that tuition payment will be made no later than two (2) months following completion of the course and submission of the evidence required above.
- E. Therapists and nurses will be eligible to apply for tuition reimbursement for continuing education courses, as approved by the Superintendent prior to course registration and subject to the maximum payments as outlined above. The courses must be given under the auspices of a national or state professional organization recognized for the purpose of conducting continuing education programs. Language in paragraph 2 above also applies to these reimbursements. Continuing education courses cannot be used toward credit for grade movement. Any reimbursement for continuing education courses will be paid under the annual individual and CAP amounts referenced above.

### ARTICLE III

#### **TRANSFER OR REASSIGNMENT**

A. Voluntary

Teachers who desire a change in grade, subject, or school assignment should file a written statement of such desire with the Principal, Superintendent, and Manager of Human Resources as early in the current year as possible. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, or order of preference. Copies of transfer requests should be sent to the teacher's principal and the principal(s) of the school(s) to which he/she is requesting transfer. Transfers within the system are not normally permitted during the school year, but transfer requests will be accepted at any time.

B. Involuntary

1. Involuntary transfer is made only in the best interests of the school district and shall be made only after a meeting between the teacher and the principal or immediate supervisor, at which time the teacher shall be informed of the reason. At this meeting, a list of open positions in the school district shall be given to the teacher. Within five (5) days after the meeting, a teacher may request a statement of the reasons, in writing, from the principal or immediate supervisor.
2. In the event that a tenured teacher objects to the transfer or reassignment, the teacher may request a meeting with the Superintendent. The teacher shall have Association representation if requested.
3. Formal written notice of an involuntary transfer shall be given to teachers as soon as possible but no later than May 30 preceding the September date of such transfer. Every effort will be made to notify teachers of reassignment caused by enrollment or course reductions as soon as possible but no later than August 15 prior to the beginning of the school year.
4. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Ridgewood School District, and length of service in a particular school building shall be considered in determining the transfer or reassignment. A transfer shall not take effect until the Superintendent makes an assignment to a specific position. The needs of the staff and



program in the receiving school shall also be considered by the principal and Superintendent in determining the transfer or reassignment. The Superintendent shall initiate action to assist the staff member in being reassigned within the school district.

#### ARTICLE IV

##### **VISITATION FOR PROFESSIONAL GROWTH**

Visiting days within the Ridgewood School System, in other school systems, or for any other opportunities that afford professional growth will be granted employees at the discretion of the Superintendent of Schools, if such visitation promises to contribute to improved job performance and is within the limitations of the budget.

#### ARTICLE V

##### **SUMMER EMPLOYMENT PAY RATES**

Compensation for teachers who work during the summer months in a professional capacity shall be calculated as follows:

###### A. Summer School

1. Teachers below the M.A. maximum will have their summer school salaries calculated at 9% of their regular contractual salaries from the prior year. Staff members at or above the M.A. maximum shall have their summer school salaries calculated on the basis of the M.A. maximum. This salary rate contemplates a "full time" high school summer school teacher schedule of 150 hours (2 classes per day x 3 hours per class [includes instruction and preparation/conference time] x 5 days per week x 5 weeks.)
2. Payment for Elementary and Preschool Special Needs Summer Schools teachers, and high school summer school teachers working less than "full time", will be prorated for hours worked based on the formula in paragraph A of this Article.
3. Current or former REA members who substitute during summer school for three (3) or more consecutive days for the same teacher, will receive a per diem rate based on the calculation method described in this Section A.

###### B. Other Summer Work

1. Teachers performing summer curriculum and/or other than instructional work, or work of a similar nature, shall be compensated at the rate of 0.003 times the B.A. maximum salary for the prior year for each six hours of employment. Payment will be made no later than sixty (60) days after the curriculum work is completed and approved by the Assistant Superintendent for Curriculum, Instruction and Assessment or designee.
2. Nurses and all other teachers performing their regular school year duties during the summer months shall be compensated at their hourly or per diem rates based on their regular contractual salaries from the prior year consistent with district practice.

**ARTICLE VI**

**WORK YEAR**

- A. The work year for teachers of the Ridgewood Public Schools consists of one hundred and eighty (180) days minimum for pupil instruction, and a maximum number of days for pupil instruction of 182, and a maximum number of teacher workdays of 187. New teacher orientation shall be three (3) days unpaid, in addition to the 187 days.
- B. If school is closed due to emergency, then pupil days will be reduced on a one-to-one basis to a minimum of one hundred and eighty days (180) required by state law. Thereafter make-up days will be scheduled. If no emergency days affecting pupil instruction days are used, both pupil and teacher work days will be reduced by one (1) day. If such an event occurs, the day designated to be this previously unscheduled 'school closed' day will be given in conjunction with the Memorial Day weekend. The 'school closed' day will be determined by the Superintendent on or about April 15 and approved by the Board of Education.
- C. The total work year for teachers is one hundred eighty- seven (187) days which consists of one hundred eighty two (182) student days maximum and four (4) days for professional development, plus one other teacher workday. Three (3) of the four (4) professional development days will consist of activities that will be used toward the fulfillment of the state continuing education requirement.
- D. Holidays, N.J.E.A. convention days, or the school recesses for Thanksgiving, December Recess, Winter Recess, and Spring Recess as presently established shall not be designated as staff development days. No more than two (2) consecutive days may be designated as staff development days.

**ARTICLE VII**

**CAREER DEVELOPMENT PROGRAM**

- A. Teachers who have served full time under contract for at least seven (7) years in Ridgewood in a position or positions requiring a state certificate may be granted a leave under the Career Development Program for an approved purpose such as graduate study, research, travel, etc. Up to 2% of the certificated staff may be granted a leave under the Career Development Program for any school year. Applications shall be sent to the Superintendent of Schools by February 1 for the next school year. Applications may be accepted by the Superintendent at a later date if he deems circumstances warrant. They will be reviewed by a Selection Committee of six members - three appointed by the Association and three appointed by the Superintendent. The committee will evaluate the applications and make decisions of priority of approval. Final approval of applicants by the Board will be made by the second public Board meeting following the initial interviews, which are ordinarily conducted during the month of February.
- B. Such a leave may be for a school year at 1/2 pay or one semester at 3/4 pay, except that full-time kindergarten teachers only may apply for a leave whereby they work a full-year, one half-time, at 3/4 pay. Grantees shall agree in advance in writing to return to the Ridgewood staff for a minimum of two (2) years or refund the compensation received, or the appropriate portion, if they do not do so.
- C. The teacher shall receive credit for an earned salary increment for the period of the professional study and shall also be granted any other salary benefits which have been approved by the Board during the period of the leave.
- D. If, in the judgment of the Superintendent or the Selection Committee, a teacher on a grant program is not fulfilling the purpose for which the grant was made, each shall consult with the

other, after which the Superintendent shall report his views to the Board. The Board may terminate the grant after providing an opportunity for the teacher to be heard. At such a hearing the teacher may choose to be accompanied by representatives from the Association who shall also have an opportunity to be heard.

- E. The period of Career Development Leave shall count as regular service for the purpose of retirement planning, and contributions by the teacher to the retirement fund shall continue at the usual rate, based on a full year's salary. Tenure rights shall not be impaired.
- F. Teachers on Career Development Leaves are not eligible for tuition refunds.
- G. Upon returning from a Career Development Leave, the teacher shall meet with members of the original Selection Committee to review the highlights and benefits of the leave experience or share their experiences with other teachers at a meeting arranged by the Selection Committee.
- H. Any teacher having experienced a Career Development Leave may reapply for a second such leave four (4) years after returning to regular service if 2% of the staff has not been granted such leave. After completing seven (7) years of service after the first Career Development Leave, the applicant's request will be considered on an equal basis with all applicants who have not experienced a Career Development Leave.
- I. One Career Development Leave, of the two (2) percent referenced in Paragraph A, at the discretion of the administration, may be used for a ninety (90) percent paid administrative internship in school leadership for one-half year. Applications to, and selection for, this program will be separate and apart from the above Career Development Leave provision. The goal of the program is to encourage and assist in the development of school leaders. Applicants must have served under a full-time contract for at least seven (7) years in Ridgewood. Grantees shall agree, in advance, to return to Ridgewood for a minimum of two (2) years or refund the compensation received or the appropriate portion, if they do not do so. Paragraphs C, D, E, F, and G above will apply to this leave.

## ARTICLE VIII

### FAIR DISMISSAL

- A. On or before May 15 of each year, the Board shall provide each nontenured teacher continuously employed since the preceding September 30 with either:
  - 1. A written offer of employment for the next succeeding school year, or
  - 2. A written notice that such employment shall not be offered.
- B. Any nontenured teacher who receives a notice of non-renewal of employment may, within fifteen (15) school days, request in writing:
  - 1. A statement of the reasons for the nonrenewal in writing shall be forwarded to the nontenured teacher within thirty (30) days of the Superintendent's receipt of such a request.
  - 2. A meeting with the Superintendent of Schools. Such meeting will be held within five (5) school days after receipt of such request.
  - 3. Any nontenured teacher who receives a notice that reemployment will not be offered shall simultaneously therewith receive a copy of the State Board of Education Rules (N.J.A.C. 6A:32-4.6) which provides a procedure for an informal appearance before the Board.

**ARTICLE IX**

**ASSOCIATION RIGHT TO SPEAK**

An Association representative may speak to the teachers at the monthly faculty meeting. The representative should request this opportunity from the principal, who will place it on the meeting agenda.

**ARTICLE X**

**WITHHOLDING OF INCREMENT**

No teacher shall be advanced in salary, step, or class unless his/her service shall have been satisfactory, and the Superintendent shall have recommended such advancement. A teacher who has had an increment withheld shall be formally evaluated during the following year. Upon completion of one satisfactory annual summary evaluation immediately following the withholding of an increment, the Superintendent, with Board approval, may restore the teacher to the position on the guide she would have had if the increment had not been withheld. Upon completion of two (2) consecutive satisfactory evaluations immediately following the withholding of an increment, the Superintendent, with Board approval, shall restore the teacher to the position on the guide she would have had if the increment had not been withheld.

**ARTICLE XI**

**EVALUATION OF STAFF**

- A. All teachers under contract shall be evaluated annually by appropriately certified personnel.
- B. The evaluation process takes into account a variety of situations and settings in which judgments of performance are made. This process includes consideration of such factors as classroom performance, relationships with students, staff, and parents, contributions to the school's instructional program, ability to communicate effectively, and the teacher's potential for growth.
- C. The purpose of teacher evaluation, as indicated in N.J.A.C. 6A:32-4.4 and 6A:32-4.5, shall be to:
- provide a basis for the review of performance
  - improve student learning and growth
  - improve teaching skills
  - promote and recognize professional excellence
  - improve the quality of instruction
  - provide a basis for recommendations regarding employment
  - improve professional competency
  - extend assistance for correction of deficiencies
  - identify deficiencies
- D. For nontenured teachers, the evaluation shall include a minimum of three (3) formal classroom observations and other observations as deemed appropriate by the supervisor. For nontenured teachers whose duties are not solely in the classroom, a minimum of three (3) conferences related to job performance and growth shall occur. For all nontenured teachers employed prior to September 30, the first observation shall not be later than December 1; the second, not later than February 15; and the final observation, not later than April 15, unless prevented by extended absence. Before the first observation, all teachers will be notified of their primary

evaluator. Each observation shall be conducted for a minimum duration of one class period in a secondary school and for a subject lesson in an elementary school. Observations of employees whose duties are not solely in the classroom shall be of comparable duration or substance.

- E. For tenured teachers, the evaluation shall include a minimum of one (1) formal observation and other observations as deemed appropriate by the supervisor. For tenured teachers whose duties are not solely in the classroom, a minimum of one (1) conference relative to job performance and growth shall occur. The teacher may request additional observations.
- F. Prior to each formal classroom observation, teachers shall have a pre-observation conference with the evaluator. The primary purpose of the conference shall be to discuss the lesson to be observed, unit of study, and confirm the date/class the lesson will be observed. The pre-observation conference shall not be on the same day as the observation. Pre-observation conferences may be waived by mutual consent.
- G. After each formal classroom observation, there shall be a follow-up conference between the evaluator and teacher being evaluated for the purpose of discussing the observation and the written observation report. If, by mutual agreement, the conference is held before the observation report is written, an additional conference will be held if either party wishes to discuss the written report. This procedure also applies in the case of teachers whose duties are not solely in the classroom. The teacher will sign the supervisor's copy of the report and will receive a copy. The teacher may submit written comments, which will be attached to the supervisor's written report. If the observer is someone other than the primary evaluator, the observer will forward a copy of the observation report to the primary evaluator.
- H. Classroom observations occurring on the same day shall constitute one (1) formal observation. No formal observation shall occur prior to the post observation conference unless mutually agreed to by the primary evaluator and the teacher.
- I. Observation conferences shall occur within ten (10) school days of the observation unless prevented by extended absence of the teacher or the supervisor, or unless extended by the mutual consent of the teacher and the supervisor. The conference shall be held within the school day or at a mutually agreed upon time.
- J. Prior to a decision on contract renewal for nontenured teachers, and prior to the close of the school year for tenured teachers, the primary evaluator shall meet with the teacher for a final summary evaluation conference. At this time, the final summary evaluation form will be shared with the teacher. The teacher will be asked to sign the final summary evaluation form within five (5) working days of the final conference to indicate (1) a conference has taken place, and (2) the information has been shared. A copy of the summary evaluation will be placed in the permanent records file. Signing of the form does not indicate either agreement or disagreement with the contents of the summary. After signing the report, the teacher shall have ten (10) working days to respond, in writing, and to add appropriate information to the summary evaluation, and this response will become part of the personnel record. This summary is based upon the evaluator's judgment of the overall effectiveness of the professional teacher.
- K. Final responsibility for the evaluation of any teacher who has responsibilities and duties in two (2) or more buildings, or who teaches in more than one (1) department, shall be a person designated by the Superintendent no later than October 15. This person shall recommend to the Superintendent the granting or denial of tenure or the withholding of an increment.
- L. All factors relevant to the teacher's evaluation shall be thoroughly considered in making a recommendation for the granting or not granting of tenure or for the granting or withholding of increment, as provided for in Article 23.

## ARTICLE XII

### TEACHER WORK DAY

- A. The length of the required work day for teachers shall not exceed seven (7) hours and thirty-five (35) minutes, including preparation and duty-free time. This does not include activities such as faculty, department, and grade-level meetings; back-to-school nights; parent conferences; and the like. For the purposes of this Article, “teachers” shall not include persons on ratio.
- B. Workday for occupational therapists, physical therapists, behavioral consultant and speech language specialists shall be seven hours thirty-five minutes, one half hour lunch, and two fifteen (15) minute breaks to be scheduled by the principal.
- C. The work day for the athletic trainer shall be 7 hours and 35 minutes, including a 40-minute lunch or dinner. Hours beyond the contract, including the summer, shall be compensated as per current agreement.
- D. The work day of a part-time teacher who works full-time days, but less than every day of the week, shall be the same as the work day for full-time teachers. The work day for a part-time teacher who works every day, but less than full-time days, shall be calculated by adding the pupil contact time required from the part-time position to an amount of preparation/conference time and an amount of time before and after assigned pupil contact time prorated from the full-time entitlements. Part-time teachers working 0.5 FTE or more will have full lunch periods placed in their schedules.
- E. Two (2) faculty and/or department meetings shall take place on any Monday of each month. These meetings shall not exceed one hour and 30 minutes.
- F. Moving Classrooms
  - 1. Payment will be made to a teacher who is required to move his/her classroom:
    - a. When the move is initiated and required by the building Principal;
    - b. The “breaking down” and “setting up” of the classroom is done outside of the regular work day; and
    - c. All time is approved by the building Principal.
  - 2. Teacher should coordinate with the district’s custodial and maintenance services provider to facilitate the actual movement of boxes and supplies.
  - 3. A stipend for the move will be paid at the contracted after-school rate up to a maximum of two (2) six-hour days.

## ARTICLE XIII

### PUPIL CONTACT TIME

- A. Pupil contact time is defined as the number of minutes of scheduled class periods to which a teacher is assigned instruction and/or supervisory duties. It specifically excludes homeroom and the fifteen (15) minutes before and thirty (30) minutes after school (Period 9 at the high school). The pupil contact time for teachers assigned to the high school and the middle schools

shall not exceed 1,380 minutes per week, averaged over the school year. For the purposes of this Article, “teachers” shall not include persons on ratio.

- B. Elementary teachers shall be entitled to a daily lunch period of forty-five (45) minutes (no assignments other than current practice).
- C. Whenever the minimum preparation/conference time is not provided for reasons other than the exceptions listed in this Article, the teacher affected shall be compensated for said time on the basis of a pro rata share of the current per diem substitute's pay. Exceptions to preparation/conference time at the elementary and secondary levels shall be:
  - 1. Early dismissal days
  - 2. Parent conference days
  - 3. Shortened days
  - 4. Field trips
  - 5. Conference attendance or visitation
  - 6. Special assembly programs
  - 7. Schedule adjustments made for field days or other activities
  - 8. Conferences with supervisors (one-day notice)
  - 9. Sudden illness or inadequate notice of absence by teacher
- D. During a normal five-day school week, the existing minimums of preparation/conference time will be provided for full-time teachers as designated by each category listed:

Teachers

Kindergarten	100 minutes per session
Grade 1	170 minutes per week
Grade 2	170 minutes per week
Grade 3	180 minutes per week
Grade 4	195 minutes per week
Grade 5	195 minutes per week
Nurse/Teacher:	
Elementary	150 minutes per week (on call)
Middle School	1 period per day (on call)
Nurse (no classes)	No period
Speech Therapists	150 minutes per week
Special Ed	Middle and High Schools - 1 period per day
Art	Elementary (self-contained) 170 minutes per week
	Elementary - 215 minutes per week
	Middle and High Schools - 1 period per day
Physical Ed.	Elementary - 165 minutes per week
Health	Middle and High Schools - 1 period per day
Music	Elementary - 200 minutes per week
	Middle and High Schools - 1 period per day
Teaching	Elementary - 225 minutes (on call)
Librarians	Middle and High Schools - 1 period per day (on call)
Educational Specialists & Elementary World Language Teachers	150 minutes per week

E. Middle/High School Teachers

During a normal five-day school week, teachers shall have a minimum of one preparation/conference time per day equal to the length of a class period and one duty-free lunch period per day at least equal to the length of the student lunch period in the building.

- F. When a full-time high school teacher's schedule is comprised of five (5) class sections and one (1) duty, a full-time high school teacher who teaches six (6) sections and has one (1) duty will receive one-fifth (1/5) of his/her base salary as compensation for this instruction.

**ARTICLE XIV**

**FIELD TRIPS AND CONFERENCE COVERAGE**

- A. Whenever a request has been approved for a field trip or conference, the central office or a designated administrator shall secure a substitute if, in the sole discretion of the administration, it is determined to be necessary. A substitute may be another employee in the building.
- B. No teacher should be required to transport students to and from school-related activities in their private vehicle.
- C. The Association and the Board recognize that overnight field trips enhance the education experience for all students. Therefore, teachers are encouraged to participate in overnight field trips. However, it is also recognized that a teacher's choice not to attend an overnight field trip is appropriate and will therefore be honored.
- D. Employees performing duties on overnight trips will be compensated at the rate of \$200.00 per night. It is expressly understood that employees participating on overnight field trips related to activities listed in Article 29 and 30 are not eligible for compensation under this Article.
- E. Teachers required to organize overnight field trips may be granted release time during the school day by their Principals or other supervisors to complete necessary planning and arrangements. The amount of release time, if any, will be discussed prior to the field trip being approved and included on the application.

**ARTICLE XV**

**RATIOS**

The work day for ratio employees shall be eight (8) hours including lunch.

Computer Resource (Middle School)	1.04 on B.A. Maximum
Learning Disabilities Teacher/Consultant	1.05
Psychologist and Social Worker	1.05
Social Worker/Crisis Intervention Counselor	1.05
Elementary Lead Teacher	1.05
Behavioral Consultant	1.05
Staff Developer	1.05
High School Lead Special Education Teacher	1.05
Guidance Counselor (High School)	1.07
Guidance Counselor and Teacher (Middle School)	1.07
Coordinator of Nurse/Teachers	1.07
Coordinator of Computer Education (2)	1.07
Glen School Coordinator	1.07
Ridgewood Academy for Health Professions (RAHP)	1.07
Teacher/Grade Advisor (High School)	1.08



## ARTICLE XVI

**COCURRICULAR REMUNERATION**

- A. Prior to April 15 of each year, a committee composed of the Association's President and Chief Negotiator; the Manager of Human Resources; the high school principal; the Assistant Principal; and a middle school administrator will meet to review existing activities, propose new activities, delete existing activities and consider any proposed stipend change for the succeeding school year. Adjustments are subject to Board and Association Representative approval. All new proposed activities must have the approval of the building principal.

After-School Recreation (per hour)	\$39.11
Workshop Rate (Curriculum Development)	\$51.92

- B. Contracts for cocurricular activities shall be given to staff members within two months of approval by the Board of Education.

- C. Activity Stipends

Ratios applied to the B.A. Maximum1. **High School**

<b><u>Name of Activity</u></b>	<b><u>Ratio</u></b>
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**Category 1**

American Strings Teacher Association	
Student Chapter (ASTA)	.008
Anime Club	.008
Book Club	.008
Brass Ensemble ("Ridgewood Brass")	.008
Chinese Club	.008
Computer Academic Team	.008
Culinary Arts	.008
Dance Team	.008
Entrepreneurs Club	.008
Film Club	.008
Finance Club	.008
Flute Ensemble	.008
French Club	.008
German Club	.008
Latin Club	.008
Mathematics Club	.008
Mathematics Honor Society	.008
National Technical Honor Society	.008
Ninth Grade Math Team	.008
Performance Club	.008
Progressive Student Alliance	.008
Quiz Bowl	.008
Refreshment Stand	.008
RHS Vocal Jazz Ensemble	.008
Saxophone Ensemble ("Sax Appeal")	.008
Science Competitions	.008

1. **High School Continued)**

<b><u>Name of Activity</u></b>	<b><u>Ratio</u></b>
Self-Advocacy Club	.008
Sharing the Arts	.008
Spanish Club	.008
Stock Market Game	.008
String Ensemble	.008
Woodworking Club	.008

**Category 2**

Adventure Leadership Peer Support	.014
Biology Academic Team I	.014
Biology Academic Team II	.014
Chemistry Academic Team I	.014
Chemistry Academic Team II	.014
Dance Company Coordinator	.014
Drama Set Construction (4)	.014
Jazz Band Assistant	.014
National Honor Society	.014
New Players In-Concert Facilitator	.014
Physics Academic Team I	.014
Physics Academic Team II	.014
RHS-TV	.014
Skateboard Club	.014
Students for Environmental Action	.014
Tri-M Music Honor Society	.014
Vocal Jazz Ensemble ("Maroon Men")	.014

**Category 3**

Adventure Opportunity Peer Support	.028
Drama Director (4)	.028
Drama Musical Assistant	.028
Drama Playwriting	.028
Drama Set Design	.028
Exchange Program	.028
Jazz Band	.028
Jazz Lab	.028
Literary Magazine	.028
Madrigal Singers	.028
Mathematics Academic Team	.028
Mock Trial Team	.028
Model UN Club and Chapter	.028
National Art Honor Society	.028
Peer Counselors Service Organization (2)	.028
Percussion Ensemble	.028
Political Science Club	.028
RHS T.V. Club	.028
School Newspaper	.028
Twirlers (Winter)	.028
Ultimate Frisbee	.028
Winter Color Guard (2)	.028

**1. High School (Continued)**

	<b><u>Name of Activity</u></b>	<b><u>Ratio</u></b>
<b>Category 4</b>		
	D.E.C.A.	.042
	Marching Band Assistant Director	.042
	Marching Band – Brass	.042
	Marching Band – Color Guard	.042
	Marching Band – Drill Design	.042
	Marching Band – Field Percussion	.042
	Marching Band – Pit Percussion	.042
	Marching Band – Rifle/Flag	.042
	Marching Band – Twirlers	.042
	Project Interact	.042
	Ski Club	.042
<b>Category 5</b>		
	Debate Team	.056
<b>Category 6</b>		
	Drama Musical Assistant (4)	.070
<b>Category 7</b>		
	Yearbook Advisor/Manager	.084
	Drama – New Players	Category 7x2
<b>Category 8</b>		
	Marching Band Director	.098
<b>Category 9</b>		
	Associate Athletic Director (seasonal)	.128

**2. Benjamin Franklin Middle School**

	<b><u>Name of Activity</u></b>	<b><u>Ratio</u></b>
<b>Category 1</b>		
	Computer Club	.008
	Fashion Club	.008
	French Club	.008
	Latin Club	.008
	Performance Art Club	.008
	Percussion and Flute Ensemble	.008
<b>Category 2</b>		
	Literary Magazine	.014
	Newspaper	.014
	Ski & Snowboard_Club	.014
<b>Category MS</b>		
	Art Honor Society	.021
	Musical – Set Design	.021
	Musical – Stage Manager	.021
	Musical Orchestra	.021
	Social Service Club	.021

2. **Benjamin Franklin Middle School (Continued)**

	<b><u>Name of Activity</u></b>	<b><u>Ratio</u></b>
<b>Category 3</b>		
	BF Singers	.028
	Jazz Machine	.028
	Musical Director	.028
	Musical Assistant Director	.028
	Student Council (2)	.028
	Brain Busters	.028
	Yearbook	.028

3. **George Washington Middle School**

	<b><u>Name of Activity</u></b>	<b><u>Ratio</u></b>
<b>Category 1</b>		
	Knitting Club	.008
	Latin Club	.008
<b>Category 2</b>		
	Computer Club	.014
	International Club	.014
	Literary Magazine	.014
	Newspaper	.014
	Ski & Snowboard Club	.014
	Spirit and Service Club	.014
	Video Production Club	.014
<b>Category MS</b>		
	Musical – Set Design	.021
	Chamber Orchestra	.021
	Stage Manager	.021
	Musical – Orchestra	.021
<b>Category 3</b>		
	Jazz Band	.028
	Musical – Director	.028
	Musical – Assistant	.028
	Show Choir	.028
	Student Council (2)	.028
	Yearbook	.028
<b>Category 6</b>		
	AV Club Coordinator	.070

## ARTICLE XVII

**SCHEDULE OF EXTRA COMPENSATION FOR SPORTS**

<b><u>SPORT</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>I</u></b>	<b><u>II</u></b>	<b><u>III</u></b>	<b><u>IV</u></b>
Football	Head Coach	.115	.120	.125	.130
	Assistant Coach	.070	.075	.080	.085
Basketball	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Wrestling	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Swimming	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Baseball	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Softball	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Track & Field	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Soccer	Head Coach	.079	.084	.089	.094
	Assistant Coach	.049	.054	.059	.064
Volleyball	Head Coach	.079	.084	.089	.094
	Assistant Coach	.049	.054	.059	.064
Lacrosse	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Gymnastics	Head Coach	.079	.084	.089	.094
	Assistant Coach	.049	.054	.059	.064

<b><u>SPORT</u></b>	<b><u>ASSIGNMENT</u></b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
Indoor Track	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Cross Country	Head Coach	.065	.070	.075	.080
	Assistant Coach	.045	.050	.055	.060
Cheerleaders	Head Coach	.062	.067	.072	.077
	Assistant Coach	.030	.035	.040	.045
Golf	Head Coach	.062	.067	.072	.077
	Assistant Coach	.030	.035	.040	.045
Tennis	Head Coach	.062	.067	.072	.077
	Assistant Coach	.045	.050	.055	.060
Ice Hockey	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Bowling	Head Coach	.062	.067	.072	.077
Athletic Trainer		.080	.085	.090	.095

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Note: Ratio is applied to the B.A. Maximum.

## **ARTICLE XVIII**

### **UNUSED SICK LEAVE**

- A. Teachers who have twenty (20) or more years of Ridgewood service and who have used less than forty (40) percent of the total number of sick days earned, shall be paid for accumulated sick days upon retirement (except converted unused personal days) at the rate of \$40.00 per day. Sick days used during a disability due to maternity leave will not be counted against the total amount of days used. Unused sick time shall be paid at the rate of \$40.00 per day, with the existing formula. Upon written request, the Board shall direct any monies due under this provision to the teacher's established 403b district account in accordance with applicable law. Payment will be made by July 30<sup>th</sup> each year, provided a written letter of retirement effective June 30<sup>th</sup> is submitted to the Board by February 1<sup>st</sup> of that calendar year. Letters of retirement submitted after February 1<sup>st</sup> will cause the payment to be delayed until July 30<sup>th</sup> of the calendar year following retirement.
- B. If the State of New Jersey provides a retirement option for teachers and the Board of Education adopts such plan, the teacher may elect either, but not both, of these plans.

**ARTICLE XIX**

**ELEMENTARY CONFERENCE PERIODS**

- A. This Article refers to formal parent-teacher conferences held once per year. Payment for holding parent conferences outside the school day will be paid at \$400.00. Payment for resource room teachers holding these once-a-year parent conferences outside of the school day will be paid at the rate of twenty dollars (\$20) per student based on the number of students they support.
- B. In addition, for Kindergarten-Grade 2 only, portfolio spring conferences will be paid at \$400.00.

**ARTICLE XX**

**STATE-MANDATED MENTORING**

- A. The Ridgewood Public Schools shall abide by all State-mandated regulations and work within all State guidelines regarding newly-hired teachers, their support services, and their mentor teachers.
- B. Mentor teachers shall be paid at the current workshop rate for participation in any orientation/training sessions related to mentoring that take place outside their contractual work days.
- C. All staff shall be notified of available positions and encouraged to apply. Applicants shall file a letter of interest with the principal. Principals shall recommend mentors to the Superintendent for approval by the Board of Education.
- D. The mentor teacher of each provisionally-certificated teacher shall receive a stipend of \$605.00 for serving during the entire state-mandated provisional training program. The stipend shall be prorated if a mentor teacher is only assigned for part of the provisionally-certificated teacher's support program. The stipend shall be deducted from the provisionally-certificated teacher's salary and paid to the mentor teacher by the district.

**TEACHER SALARY GUIDE FOR 2012-2013**

<b>Class</b>	<b>(1)</b>	<b>(2E)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>Step</b>	<b>BA</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 30</b>	<b>MA + 45</b>	<b>Dr.</b>
<b>1</b>	51,538	54,858	58,178	61,498	-- --	-- --
<b>2-3</b>	52,538	55,858	59,178	62,498	-- --	-- --
<b>4</b>	53,538	56,858	*60,178	63,498	*66,818	*70,138
<b>5</b>	54,538	57,858	*61,178	*64,498	*67,818	*71,138
<b>6</b>	56,138	59,458	*62,778	*66,098	*69,418	*72,738
<b>7</b>	58,023	61,343	*64,663	*67,983	*71,303	*74,623
<b>8</b>	60,213	63,703	*66,853	*70,173	*73,493	*76,813
<b>9</b>	62,643	66,453	*69,283	*72,653	*75,923	*79,243
<b>10</b>	65,453	69,573	72,093	*76,093	*78,733	*82,053
<b>11</b>	68,453	72,803	75,093	*79,583	*81,733	*85,053
<b>12</b>	71,603	75,953	78,243	*82,983	*85,003	*88,203
<b>13</b>	74,903	79,253	81,543	*86,573	*88,693	*91,503
<b>14</b>	78,353	82,583	84,993	*89,073	*91,633	*94,953
<b>15</b>	81,953	86,723	88,593	*94,553	*96,663	*98,553
<b>16</b>	85,703	89,513	92,343	*98,173	*100,293	*103,473
<b>17</b>	-- --	93,773	97,093	*103,423	*106,743	*110,063
<b>18</b>	-- --	-- --	-- --	-- --	-- --	*114,173

\* Professional Growth Pathway, add \$300 – tenured staff

- National Teacher Certificate, add \$250
- Longevity Stipend:
  - Years of service with the Ridgewood Public Schools effective September 1, 2012 - \$1,500 per teacher with 20 years of service; \$1,600 per teacher with 25 years of service.
  - Longevity payments shall be made on September 1 following the anniversary dates when entitlements accrue.



**TEACHER SALARY GUIDE FOR 2013-2014**

<b>Class</b>	<b>(1)</b>	<b>(2E)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>Step</b>	<b>BA</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 30</b>	<b>MA + 45</b>	<b>Dr.</b>
<b>1-2</b>	55,423	58,923	62,423	65,923	70,703	74,023
<b>3-4</b>	56,423	59,923	63,423	66,923	70,703	74,023
<b>5</b>	57,423	60,923	*64,423	67,923	*71,423	*74,923
<b>6</b>	58,423	61,923	*65,423	*68,923	*72,423	*75,923
<b>7</b>	60,023	63,523	*67,023	*70,523	*74,023	*77,523
<b>8</b>	61,923	65,423	*68,923	*72,423	*75,923	*79,423
<b>9</b>	63,983	67,483	*70,983	*74,483	*77,983	*81,483
<b>10</b>	66,298	70,108	*73,298	*76,798	*80,298	*83,798
<b>11</b>	68,613	72,733	*75,613	*79,253	*82,613	*86,113
<b>12</b>	71,128	75,478	78,128	*82,258	*85,128	*88,628
<b>13</b>	73,843	78,193	80,843	*85,223	*87,843	*91,343
<b>14</b>	76,758	81,108	83,758	*88,428	*90,758	*94,258
<b>15</b>	79,873	84,103	86,873	*90,593	*93,873	*97,373
<b>16</b>	83,188	87,958	90,188	*95,788	*97,898	*100,688
<b>17</b>	86,703	90,513	93,703	*99,173	*101,293	*104,473
<b>18</b>	-- --	94,773	98,093	*104,423	*107,743	*111,063
<b>19</b>	-- --	-- --	-- --	-- --	-- --	*115,173

\* Professional Growth Pathway, add \$300 – tenured staff

- National Teacher Certificate, add \$250
- Longevity Stipend:
  - Years of service with the Ridgewood Public Schools effective September 1, 2013 - \$1,500 per teacher with 20 years of service; \$1,600 per teacher with 25 years of service.
  - Longevity payments shall be made on September 1 following the anniversary dates when entitlements accrue.

**TEACHER SALARY GUIDE FOR 2014-2015**

<b>Class</b>	<b>(1)</b>	<b>(2E)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>Step</b>	<b>BA</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 30</b>	<b>MA + 45</b>	<b>Dr.</b>
1	55,693	59,243	62,793	66,343	70,973	74,293
2-3	56,693	60,243	63,793	67,343	70,973	74,443
4-5	57,693	61,243	*64,793	68,343	*71,893	*75,443
6	58,693	62,243	*65,793	*69,343	*72,893	*76,443
7	60,293	63,843	*67,393	*70,943	*74,493	*78,043
8	62,193	65,743	*69,293	*72,843	*76,393	*79,943
9	64,118	67,668	*71,218	*74,768	*78,318	*81,868
10	66,353	70,163	*73,453	*77,003	*80,553	*84,103
11	68,803	72,923	75,903	*79,453	*83,003	*86,553
12	71,453	75,803	78,553	*82,583	*85,653	*89,203
13	74,303	78,653	81,403	*85,683	*88,503	*92,053
14	77,353	81,703	84,453	*89,023	*91,553	*95,103
15	80,603	84,833	87,703	*91,323	*94,803	*98,353
16	84,053	88,823	91,153	*96,653	*98,763	*101,803
17	87,703	91,513	94,803	*100,173	*102,293	*105,473
18	-- --	95,773	99,093	*105,423	*108,743	*112,063
19	-- --	-- --	-- --	-- --	-- --	*116,173

\* Professional Growth Pathway, add \$300—tenured staff

- National Teacher Certificate, add \$250
- Longevity Stipend:
  - Years of service with the Ridgewood Public Schools effective September 1, 2014 - \$1,500 per teacher with 20 years of service; \$1,600 per teacher with 25 years of service
  - Longevity payments shall be made on September 1 following the anniversary dates when entitlements accrue.

**Homebound Instruction (Hourly Rates)**

<b><u>Bachelor's Degree</u></b>	\$56.57
	\$56.68*
<b><u>Master's Degree</u></b>	\$57.80
	\$58.74*

\* Staff with 10 years or more of Ridgewood service are eligible.

**Lunchroom Coverage**

1st Year	Session	\$25.23
2nd Year	Session	\$27.14
3rd Year	Session	\$29.45

EEO Officer \$3,000 per year

**ARTICLE I**

**NEW AND CHANGED POSITIONS**

- A. The Association recognizes that it is the Board's (Administration's) prerogative to create new positions or change job levels and responsibilities at any time during the contract year with appropriate notice to the Association President thirty (30) days prior to these actions or prior to the issuance of a new contract to an employee.
- B. At the regular contract time, job levels and responsibilities may be changed and these salaries negotiated on the existing guide by the Board and the Association. Contracts shall then be issued to those employees affected by the change.
- C. Changing the structure of the existing salary guide by creating new categories shall be negotiated.
- D. There shall be no discrimination in any way against an employee who is not a member of the Association.

**ARTICLE II**

**UNIT DEFINITIONS**

- A. Class 1= "Coordinator"; With limited daily administrative oversight; independently directs and performs the daily activity of a district level department or operation; reports directly to an administrator with no other secretarial/supervisory oversight or coordination of work; requires specialized substantive knowledge and operational skills relevant to the position; and possesses strong independent judgment and initiative appropriate to the responsibilities of the position.
  - B. Class 2= "Administrative Assistant"; With moderate daily administrative oversight; organizes and monitors the daily activity of a district or building level department or operation; reports directly to an administrator with no other secretarial/supervisory oversight or coordination of work; requires high level of department/building knowledge and operational skills relevant to the position; and possesses strong independent judgment and initiative appropriate to the responsibilities of the position.
  - C. Class 3= "Lead Secretary"; With moderate to regular administrative oversight; organizes and monitors the daily activity of a district or building level department or operation; is subject to other secretarial/supervisory oversight or coordination of work; requires solid department/building knowledge and operational skills relevant to the position; and possesses solid independent judgment and initiative appropriate to the responsibilities of the position.
  - D. Class 4= "General Secretary"; With regular administrative oversight; assists with organizing and monitoring of the daily activity of a district or building level department or operation; is subject to other secretarial/supervisory oversight or coordination of work; requires solid department/building knowledge and operational skills relevant to the position; and possesses solid independent judgment and initiative appropriate to the responsibilities of the position.
- \*\* The positions previously titled "Head Secretary- High School Main Office" and "Secretary to the Assistant to the High School Principal" become 11-month positions when the incumbents vacate them. Eleven-month positions work the school calendar with no vacation.

**ARTICLE III**

**HOURS OF WORK - OVERTIME**

- A. The regular workweek shall be thirty-five (35) hours for all full-time employees. Part-time employees' hours shall be determined by the supervisor and every effort will be made to insure the hours remain in effect throughout the contract year. Any change in hours will require written notification to the employee by May 15<sup>th</sup> for the following contract year.
- B. All hours, for full-time employees, over thirty-five (35) in one week or over seven (7) hours in one day shall be paid at the straight hourly rate. All hours over forty (40) hours in one week shall be paid at the ratio of time and one-half. Secretaries required to work on a Saturday, Sunday, or holiday will be paid one and one-half times basic hourly rate.
- C. Only overtime that has received prior approval from the employees' immediate supervisor shall be paid at the above rate and shall consist of a reasonable block of time (at least one-half (1/2) hour.) The time worked shall be recorded on an overtime card and signed by the immediate supervisor.
- D. Ten-month secretaries who are requested, and agree, to work during the summer when they would normally be off shall receive the rate of pay commensurate with that position on the current salary guide.
- E. Formula for determining per diem and hourly rates of pay for ten-month, eleven-month and twelve-month employees:

Daily rate of pay is computed on an average of twenty (20) working days per month. One-twentieth (1/20) of monthly salary is used to determine daily rate. The daily rate is divided by seven (7) to determine hourly rate. Overtime is awarded at one and one-half times hourly rate.
- F. Ten-month secretarial employees required to work the last five (5) working days in August, prior to the opening of school, shall be paid at the end of that time worked with a separate check, the amount to be determined by dividing the employee's total contract by two hundred (200) to obtain the daily rate, times five (5).
- G. If an employee covered by this agreement is requested or required to assume, for an extended period (more than five (5) working days) the duties and responsibilities of a position which falls into a higher classification on the salary guide, said employee will be paid an additional daily stipend, retroactive to the first day representing the difference between the basic daily contract rate at the same step and the higher salary classification rate for the duration of the substitution.

**ARTICLE IV**

**WORK TIME, VACATION, HOLIDAYS**

**A. TWELVE-MONTH SECRETARIES**

**1. Work Week**

- a. Secondary Schools and Education Center - 35 hours  
Minimum hours office to be covered:  
Education Center - 8:00 a.m. - 5:00 p.m.  
Secondary Schools - 8:00 a.m. - 4:00 p.m.

- b. For the Secretary to the Assistant to the High School Principal, the High School Main Office Secretary, and the General Secretary (10 months), management can modify work hours up to two (2) times per month within the range of 7:30 a.m. to 4:30 p.m. A volunteer will be solicited first and if there is none, then management can require employees to work the revised shift.

2. Summers

- a. Between July 1 and August 15 secretarial/clerical personnel shall have the option to work a flexible schedule, e.g. 7:30 a.m. to 4:00 p.m. with a half-hour lunch and then work 8:00 a.m. to 12:00 p.m. on Fridays in the summer, with the approval of the immediate supervisor.
- b. If the Board offers temporary employment during the summer, such positions shall be posted by the Human Resources Department and secretarial employees of the Ridgewood Board of Education shall be considered and given preference for such employment, at their current rates of pay, providing they meet the qualifications for the jobs and register with the Manager of Human Resources for such employment.

3. Vacations

- a. Each employee shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken. After one year, vacation weeks may be taken consecutively or in part. Ordinarily vacation will be taken during July and August or when school is not in session. Exceptions to this policy must be made with the approval of the immediate supervisor at the time the summer vacation schedule is being arranged. If a holiday as indicated on the secretarial calendar falls during an employee's vacation period, the employee shall have an extra day off. In the event a school holiday is declared by the Board or the Superintendent, all secretarial personnel shall have the day off. Summer vacation schedules should be arranged with the immediate supervisor and forwarded to the Office of Human Resources prior to June 1. Provision must be made for essential office service to continue during vacation periods. In the event of vacation schedule conflicts, seniority rights will be honored.

b. Vacation Schedule

- |      |                       |   |  |
|------|-----------------------|---|--|
| i.   | Less than one year    | - | one workday per month to July 1        |
| ii.  | After one full year   | - | two calendar weeks (10 working days)   |
| iii. | After five full years | - | three calendar weeks (15 working days) |
| iv.  | After ten full years  | - | four calendar weeks (20 working days)  |

- c. Earned vacation time shall be used by no later than June 30 of the year immediately following the year in which the vacation time was earned. If circumstances prevent the secretary from using the vacation time prior to June 30, a maximum of five (5) days shall be carried over into the next year at a mutually agreed upon time between the secretary and the building principal or division head. However, the secretary will forfeit these five (5) days if they are not used by December 31.

4. School Recess Period

Five (5) additional vacation days are allowed. These must be taken off during the three-(3) one-week school recess periods (December, February, April) or during July or August. Any exceptions to the above must have prior approval of the secretary's supervisor. Plans for using all recess days must be submitted on the appropriate form through the immediate supervisor to the Office of Human Resources by December 1, of each year.

5. HOLIDAYS - 12-Month Employees

- a. For the contract period July 1, 2012 to June 30, 2015 it is anticipated that a minimum of twelve (12) days will be designated as holidays.
- b. For the period of this contract, the following days are the minimum holidays for 12-month secretaries: Independence Day, Labor Day, NJEA Convention (two days), Thanksgiving Recess (two days), Christmas Holiday, New Year's Holiday, Martin Luther King Holiday, President's Day, Good Friday, and Memorial Day.
- c. In addition, the district may also observe the following holidays based on the approved calendar during each year of the contract: Rosh Hashanah, Yom Kippur, and Christmas Eve.
- d. It is agreed that if Independence Day or Christmas Day fall on a Saturday, employees will be given off on the Friday. If these days fall on a Sunday, employees will be given off on a Monday.
- e. The holiday schedule is developed by the Manager of Human Resources and the president of R.E.A. after the Board of Education adopts the school calendar.
- f. A partial work schedule for all secretaries will be in effect on those minimum days when school is dismissed for a school recess such as Thanksgiving.

B. ELEVEN-MONTH SECRETARIES

1. Work Week

Thirty-five (35) hours per week.

2. Work Year

Each eleven-month secretary's work year shall be jointly scheduled by the secretary and building principal after reviewing the request made by the secretary. However, it is understood that the needs of the district will take priority.

3. Vacation

Eleven-month secretaries do not receive vacation. They are entitled to legal holidays listed in agreement and recess periods that occur during the school year.

C. TEN-MONTH SECRETARIES

1. Work Week

Thirty-five (35) hours per week in all cases.

2. Work Year

Ten-month secretaries shall work from September 1 through June 30.

3. Work Beyond Contract Period

If an administrator requires a ten-month secretary to work after June 30, compensation will be figured at the current salary rate.

4. Vacation

In addition to the legal holidays listed, ten-month employees receive time off in accordance with the annual school calendar.

**ARTICLE V**

**NEW EMPLOYEE HIRING PRACTICES**

- A. New employees may be hired for a probationary period not to exceed sixty (60) days. Prior to the issuance of a contract, the administrator will determine that the new employee is competent to satisfactorily perform the prescribed duties.
- B. New employees will receive a copy of the collective bargaining agreement.
- C. The final responsibility for the hiring of all new employees is the exclusive prerogative of the Board and Administrative staff.
- D. New employees will be placed in the appropriate salary classification as advertised. Credit for past experience will be evaluated using the following standards:
  - 1. Prospective employees with no immediate past experience will be placed on Step 1 of the existing salary guide in the appropriate classification.
  - 2. For prospective employees with immediate and relevant past experience, salary guide credit will be allowed up to three (3) years.
  - 3. At the discretion of the Superintendent or the Director of Human Resources, prospective secretarial employees presenting extraordinary credentials may be hired higher than Step 4, but not at the maximum salary level, in the appropriate job classification.
  - 4. To receive an increment on the salary guide, the secretary must have worked at least one-half of the position's contract/work year for the district.
- E. Salary guide credit for past experience shall not be retroactive once the employee accepts a contract.

**ARTICLE VI**

**EVALUATION PROCEDURES**

- A. Secretarial/clerical and technical employees shall be evaluated in accordance with a Secretarial Performance Evaluation Form. Division Heads and Principals are responsible for the evaluation

of office personnel, but may delegate this responsibility to a staff member whose supervisory responsibilities are directly related to the employee's position.

- B. The employee shall be given a copy of the evaluation report prior to a conference with the immediate supervisor and the evaluator. The results of this evaluation and the answer shall be reviewed by the Superintendent or the designee and the employee. The employee's reply will be attached to the evaluation. The employee shall receive a copy of the results of this conference.
- C. Evaluation reports shall be completed annually for nontenured secretarial/clerical and technical employees and at least once every three years for such employees on tenure.
- D. A secretary shall have the right, upon request, to review the content of his/her personnel file in the presence of an administrator or the administrator's designee and to receive copies, at the employee's expense, of any documents contained therein. The secretary shall be entitled to have a representative from his/her association accompany him/her during the review of the file.
- E. Any adverse materials (other than evaluations) placed in the personnel file shall be signed by the secretary indicating acknowledgement, but not necessarily agreement, of content. The secretary shall have the right to affix a reply to said document.

## **ARTICLE VII**

### **FAIR DISMISSAL**

- A. On or before May 15 of each year, the Board shall give to each nontenured contracted secretary continuously employed since the preceding September 30 either:
  - 1. written offer of a contract for employment for the next succeeding year, or
  - 2. a written notice that such employment shall not be offered.
- B. Any nontenured secretary employed since September 30, who receives a notice of non-renewal of employment, may within five (5) school days thereafter, in writing, request a meeting with the Superintendent of Schools. Following this meeting the staff member may wish to initiate a grievance which will be processed through the grievance procedure described in Section 1-Article VI (Grievances).

## **ARTICLE VIII**

### **WITHHOLDING OF INCREMENT**

- A. No individual shall be advanced in salary, step, or class unless that individual's service has been rated satisfactory by the supervisor. The Superintendent of Schools shall have recommended such advancement. The withholding of any advance in salary, step, or class for any given school year shall not create an obligation to restore such advancement. The Board, upon recommendation of the Superintendent, may restore the individual to the position on the guide the employee would have had if the increment had not been withheld.
- B. Prior to the withholding of an increment, an evaluation of the employee's work shall be completed by the immediate supervisor and suggestions for the improvement of deficiencies will be made. Following an established time period of at least thirty (30) days in which the



employee will be allowed to overcome the deficiencies, a reevaluation will be made and the supervisor's recommendation will be forwarded to the Superintendent of Schools.

- C. All factors relevant to the employee's evaluation shall be thoroughly considered in making a recommendation for the granting or withholding of an increment. A tenured employee has the right to invoke the grievance procedure as outlined in Section 1- Article VI (Grievances) as well as any other remedies provided by N.J.S.A. 18A.

## **ARTICLE IX**

### **AD HOC JOINT COMMITTEE**

- A. An Ad Hoc Joint Committee limited to three (3) members from the R.E.A. and three (3) members from the administrative staff will be formed for a specific purpose or task when both parties desire and agree that this action is necessary.
- B. Any recommendation of the Ad Hoc Joint Committee relating to terms and conditions of employment must be presented to, and approved by, both the R.E.A. and the Board of Education.

## **ARTICLE X**

### **EMPLOYEE-ADMINISTRATION LIAISON MEETING**

- A. The Association's representatives shall meet with the Superintendent at least once every year (on or about October 15) to review and discuss current problems and practices of mutual interest and administration of this agreement.
- B. If the Superintendent and the Association feel the need, these meetings may be scheduled more often.

## **ARTICLE XI**

### **LONGEVITY PAY PLAN**

- A. Longevity pay will be two (2) percent of base salary beginning with the ninth year of service in the district; three (3) percent of base pay beginning with the sixteenth year of service in the district; four (4) percent of base pay beginning with the twenty-first year of service in the district; and five (5) percent of base salary beginning with twenty-sixth year of service with the district.
- B. The salary adjustment will be made on July 1 or January 1 and shall be retroactive to the anniversary date of the employee where the service requirement has been satisfied during the previous six-month period. Effective July 1, 2012, the salary adjustment for secretaries beginning district employment on or after July 1, 2012 will be at the beginning of the contract year following the anniversary date when the longevity entitlement accrues.

## **ARTICLE XII**

### **TUITION REFUND POLICY**

The Board of Education agrees to pay one hundred (100) percent of the tuition cost for approved course work up to a limit of five hundred (500) dollars per contract year. These courses shall not be limited to college courses but must be work related and approved in advance by supervisor. Dues for

membership in any association are not reimbursable under this policy. This secretarial improvement program is not tied in any way to the salary guide. If and when the State requires certification for secretarial employees, the Board will refund one hundred (100) percent of the tuition costs for those courses required by the State.

### **ARTICLE XIII**

#### **SNOW DAYS**

All secretaries shall be exempt from reporting to work on days when the schools are closed because of inclement weather. It is recognized that essential services must be performed; therefore, key secretaries required to report to work by their immediate supervisors shall be given a compensatory day off at a time mutually agreed upon by the supervisor and the staff member. Normal hours will be scheduled except that due allowance will be made for the employees' travel problems in the event transportation is difficult.

### **ARTICLE XIV**

#### **SENIORITY**

- A. The seniority of all secretaries now covered or hereafter coming under the coverage of this Agreement shall be computed from the date of their employment by the Board of Education.
- B. Tenured secretaries in the same position will have seniority over nontenured secretaries in the event of a layoff or the abolishment of a position. In the event of a layoff, secretaries shall be released in reverse order of their seniority by position. In the event of a subsequent vacancy, within twelve (12) months of said layoff, said individual will be recalled on the basis of previous seniority in the position.

### **ARTICLE XV**

#### **SEMINARS AND CONFERENCES**

At the discretion of their respective immediate supervisors, a secretary shall be permitted to attend seminars/-conferences that will directly benefit that individual secretary and the school district.

### **ARTICLE XVI**

#### **PAYMENT OF UNUSED SICK LEAVE**

Upon retirement, the Board shall pay \$45 a day for all unused sick days beyond 60 days, to a maximum of \$5,000. Upon written request, the Board shall direct any monies due under this provision to the secretary's established 403b district account in accordance with applicable law.

**SECRETARY SALARY GUIDE FOR 2012-2013**

Step	Class			
	IV	III	II	I
1	34,465	36,185	39,540	41,067
2-3	35,365	37,065	40,056	41,825
4	36,265	37,965	41,299	42,716
5	37,585	39,285	41,719	43,963
6	39,015	40,715	43,170	45,395
7	40,515	42,215	44,785	47,005
8	42,075	43,780	46,284	48,186
9	43,695	45,468	47,635	49,601
10	45,375	47,218	49,469	51,510
11	47,115	49,030	51,199	53,115
12	48,915	50,905	53,186	54,917
13 (M)	50,780	52,848	54,916	56,984

\*\*All salaries shown are for twelve-month positions. Salaries for ten-month and eleven-month positions are prorated from these twelve-month salaries.

**SECRETARY SALARY GUIDE FOR 2013-2014**

Step	Class			
	IV	III	II	I
1	36,890	38,790	41,140	43,067
2	37,860	39,760	42,056	44,320
3-4	38,905	40,805	42,899	45,356
5	40,025	41,925	44,469	46,403
6	41,220	43,120	45,375	47,600
7	42,500	44,400	46,700	48,990
8	43,855	45,755	48,065	49,966
9	45,285	47,185	49,225	51,191
10	46,805	48,705	50,899	52,940
11	48,400	50,315	52,484	54,400
12	50,070	52,060	54,261	56,072
13 (M)	51,815	53,883	55,951	58,019

\*\*All salaries shown are for twelve-month positions. Salaries for ten-month and eleven-month positions are prorated from these twelve-month salaries.

**SECRETARY SALARY GUIDE FOR 2014-2015**

Step	Class			
	IV	III	II	I
1	38,150	40,250	42,350	44,450
2	39,120	41,220	43,320	45,420
3	40,165	42,265	44,365	46,465
4-5	41,285	43,385	45,485	47,585
6	42,480	44,580	46,680	48,780
7	43,750	45,850	47,950	50,050
8	45,105	47,205	49,305	51,405
9	46,535	48,635	50,735	52,835
10	48,050	50,150	52,250	54,350
11	49,640	51,740	53,840	55,940
12	51,305	53,405	55,505	57,605
13 (M)	53,045	55,145	57,245	59,345

\*\*All salaries shown are for twelve-month positions. Salaries for ten-month and eleven-month positions are prorated from these twelve-month salaries.

## DURATION OF AGREEMENT

A. This Agreement shall go into effect on July 1, 2012, and shall expire on June 30, 2015. It shall be renegotiated prior to its expiry by use of the negotiation procedures provided in this Agreement, but if neither side requests a negotiation session for this purpose at least one month prior to the expiry date, the Superintendent shall set a date for such session.

B. The Superintendent shall call a negotiating session on the salary scale and fringe benefits for all staff members with respect to the next annual budget not later than October 1st in each year.

C. This Agreement may be amended by mutual written agreement of the Board and the Association at any time. It may not be amended orally, but this provision shall not preclude oral agreement as to matters of procedure set forth under the heading "NEGOTIATIONS."

D. If an article or provisions of this Agreement is held to be contrary to law, this shall not affect all other valid articles or provision of this Agreement, and they shall continue in full force and effect.

THE RIDGEWOOD BOARD OF EDUCATION


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

Sheila Brogan, President

Dated: \_\_\_\_\_

THE RIDGEWOOD EDUCATION ASSOCIATION

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

  
Michael Yannoni, President

  
Laura Grasso, Chief Negotiator

Dated: \_\_\_\_\_