

**AGREEMENT**

**between**

**THE RIDGEWOOD BOARD OF EDUCATION**

**and**

**THE RIDGEWOOD ADMINISTRATORS ASSOCIATION**

**EFFECTIVE JULY 1, 2010 TO JUNE 30, 2013**

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**ARTICLE 1. RECOGNITION**

A. The Board of Education recognizes the Ridgewood Administrators Association (RAA) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those personnel whose primary function is management which, for the effective period of this contract, specifically includes:

- Principals
- Assistant Principal - Guidance, Curriculum and Instruction (High School)
- Assistant Principal - Administration and Student Services (High School)
- Assistant Principal (Middle Schools)
- Supervisor of Wellness/Athletic Director
- Supervisor of Special Programs
- Supervisor of Special Education
- Supervisor of Fine and Applied Arts
- Supervisor of Mathematics, Science and Technology Education
- Supervisor of Humanities

B. The work year for all positions represented by the RAA shall be twelve (12) months (July 1 to June 30).

**ARTICLE 2. ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES**

The Board of Education recognizes and acknowledges the professional and management status of the members of the RAA. Such recognition and acknowledgment shall be thoroughly evidenced through all factors related to the establishment of salaries, other compensations, participation in the budget-making process, hiring procedures, staff evaluations, and other management prerogatives provided by Title 18A or mutually agreed upon between the Board of Education and the Association.

**ARTICLE 3. EMPLOYMENT PERIOD**

A. All administrators are employed from July 1 to June 30 of the succeeding calendar year and must be available together as a team within the Ridgewood School District for a minimum of fifteen (15) work days during the summer recess: five (5) consecutive work days after the last day of faculty attendance in June, and ten (10) consecutive work days prior to the first pupil attendance day of the new school year. With permission of the Superintendent of Schools, an administrator may take vacation time during the five (5) and ten (10) consecutive work day periods indicated above. All administrators are required to attend the administrative workshop.

B. The daily rate for administrators is calculated at a per diem rate of 1/240 of their annual salaries.

**ARTICLE 4. VACATION**

A. Administrators receive one month (22 days) of vacation per school year (July 1 to June 30). Vacation days must be earned before they are available to use. They become available to use on the July 1 immediately after the school year in which they are earned; and they must be

used during July and August, or at such other times as may be approved by the Superintendent of Schools. Administrators who begin their administrative employment in the district after July 1 and/or end their employment before June 30 will earn a prorated portion of the full annual vacation entitlement for that partial work year.

B. Earned vacation time shall normally be used no later than August 20 of the year immediately following the year in which the vacation was earned. If circumstances prevent the administrator from using the vacation prior to August 20, the vacation will be taken at a time mutually agreeable to the administrator and the Superintendent. Not more than seventeen (17) vacation days may be accrued from year to year. Except for terminating employees no financial reimbursement will be made for unused vacation days. The maximum reimbursement will be thirty-nine (39) days pay. However, administrators who have more than five (5) years of experience in certificated positions in the Ridgewood Public Schools will have a maximum of forty (40) days pay and administrators who have more than ten (10) years of experience in certificated positions in the Ridgewood Public Schools will have a maximum of forty-one (41) days pay. An administrator who is entitled to vacation days and who dies before their contract period is completed shall have payment for their prorated vacation given to their estate.

**ARTICLE 5. HOLIDAYS**

Administrators receive holidays as provided for in the 12-month holiday calendar as well as the equivalent of five days which must be taken during the school recess periods, or as approved by the Superintendent of Schools. The RAA shall participate in the development of the 12-month holiday calendar.

**ARTICLE 6. PROFESSIONAL ACTIVITIES REPRESENTATION**

Reasonable representation at county, state and national conferences and meetings is encouraged. With the prior approval of the Superintendent of Schools, reimbursement for reasonable expenses will be paid by the district.

**ARTICLE 7. PROFESSIONAL ASSOCIATION MEMBERSHIP**

The Board will pay the professional association dues, expenses actually incurred, for each member to the limits indicated:

All Members.....	2010-2011	\$ 994
	2011-2012	\$1,044
	2012-2013	\$1,094

**ARTICLE 8. UNUSED SICK LEAVE**

After fifteen (15) years of service, an RAA member who uses twenty-five (25) percent or less of accumulated sick leave in Ridgewood, shall, at retirement, receive a stipend of \$8,000. Payment will be made by July 30 each year, provided the letter of intent to retire is submitted to the Board by January 15. Letters of retirement submitted after January 15 will cause the payment to be made to the employee by July 30 of the following year, with interest equal to the budget cap for that year established by the New Jersey Department of Education.

**ARTICLE 9. SALARY SCHEDULE**

- A. The Ridgewood Board of Education retains the authority to hire new administrators at any salaries appropriate for their positions and the needs of the district.
- B. The Board agrees to give each new hire a copy of the current contract between the Board and the RAA before the new hire signs a contract of employment.
- C. In the event an administrator does not serve at least five (5) full months in his/her position in a given school year, he/she will not receive a salary increase in the subsequent school year. Acting and temporary service will be credited.
- D. For employees on the Appendix A-1, the doctorate stipend shall be calculated at 1.025 of base salary on guide. For employees not listed on A-1, the doctorate stipend, if applicable, shall be \$3,000 per annum.
- E. Administrators' salaries for the years covered by the term of this agreement shall be calculated as follows:

Prior Year's Salary	2010-2011 Increase	2011-2012 Increase	2012-2013 Increase
Less than \$125,000	4.047%	4.171%	4.295%
\$125,001 - \$135,000	3.797%	3.921%	4.045%
\$135,001 - \$145,000	3.547%	3.671%	3.795%
\$145,001 - \$155,000	3.297%	3.421%	3.545%
\$155,001 - \$165,000	3.047%	3.171%	3.295%
\$165,001 - \$175,000	2.797%	2.921%	3.045%
\$175,001 - \$185,000	2.547%	2.671%	2.795%

**ARTICLE 10. STIPENDS**

A. Service Stipend

- 1. This article does not apply to employees hired after July 1, 2003. Employees hired after this date do not receive a service stipend.
- 2. A service stipend for years served in a certificated position in the Ridgewood Public Schools, shall be provided as follows:

Years of Service	Stipend
0-3	0
4-10	\$ 400
11-15	\$ 800
16-20	\$ 1,200
21+	\$ 1,600

B. Overnight Trip Stipend

An administrator who stays overnight with a student group on a trip will be paid a \$200 stipend per night. An administrator staying overnight is expected to replace a teacher chaperone on the trip, rather than increase the number of chaperones attending.

**ARTICLE 11. GRIEVANCE PROCEDURES**

A. Each administrator represented by the RAA shall be entitled to be heard concerning any matter in which the member feels aggrieved in the area of employer-employee relationships. An individual administrator must present the grievance to the member's immediate supervisor within thirty (30) days of the event which caused the administrator to feel aggrieved. In unusual circumstances the thirty (30) day limitation may be waived and the waiver shall not be unreasonably withheld.

B. In the case of an individual administrator, such difference shall be presented in the first instance to his/her immediate supervisor in administrative channels. The immediate supervisor shall respond to each grievance presented within ten (10) school days following the presentation. If a mutual agreement has not occurred after this presentation of the difference to the immediate supervisor, the steps outlined in the paragraphs below shall be followed. In an unusual case an administrator and/or the immediate supervisor may have representation provided the representative(s) are mutually agreed upon.

C. If the grievance is not satisfactorily settled after the initial presentation, an administrator member may file a written grievance within ten (10) days of the decision rendered as a result of the initial presentation. The written grievance shall be filed with the supervisor of the administrator, it shall be in writing on the approved forms and shall include the following information:

1. The name(s) and position(s) of the aggrieved party (parties).
2. The identity of the provision of this agreement, Board Policy, or administrative decision on which the grievance is based.
3. A general statement of the facts of the grievance, including the date when the grievance arose and the event or conditions which constitute the grievance.
4. The identity of the party (parties) alleged to have caused the grievance.
5. A general statement of the redress sought by the aggrieved party (parties).

D. Within ten (10) school days of the filing of the written grievance, the Superintendent, or his designee, shall hold a hearing with the grievant in an attempt to resolve the grievance. The grievant may invite a representative of the grievant's own choosing to accompany the individual or group at this presentation to the administrator involved. Such representative shall also have the right to be heard. The Superintendent shall issue a written decision on the grievance within ten (10) school days of the hearing.

E. In the case of two or more administrators feeling aggrieved, or if the RAA feels that the administrative staff as a whole is aggrieved in any matter, the matter shall be presented directly

to the Superintendent of Schools. In either case the grievance must be presented to the Superintendent within thirty (30) days of the event which caused the RAA to feel aggrieved. In unusual circumstances the thirty (30) day limitation may be waived and the waiver shall not be unreasonably withheld. Within ten (10) school days, the Superintendent will respond to the grievance by issuing a written decision to the RAA. Failure on the Superintendent's part to respond within ten (10) days will automatically move the grievance to the next level.

F. If the individual administrator(s) or, in the case of a group grievance, the RAA 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 time for the next regularly scheduled Board meeting, or within twenty (20) days whichever is sooner. In the instance of an appeal the Superintendent shall make 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. The Board of Education shall schedule a hearing on the grievance within time for the next regularly scheduled Board meeting, or within twenty (20) days whichever is sooner. The Board, or its designee, shall render a decision in writing within twenty (20) school days of the hearing. In unusual circumstances this time limit may be waived by mutual agreement and the waiver shall not be unreasonably withheld.

G. An RAA representative shall be present to voice the Association's opinion or viewpoint on the issues of any appeal which involves charges against the Association.

H. If a grievance relating to the interpretation, application, or violation of the terms of any formal written agreement between the Board and the RAA 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, advisory arbitration shall go into effect.

I. If the RAA wishes review by an arbitrator for a grievance, it shall so notify the Board through the Superintendent within ten (10) school days of the Board's decision except in the 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 non-tenured administrator that arises by reason of his/her not being re-employed.
3. A complaint by any administrator occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

J. The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the Public Employee Relations Commission (PERC) 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 PERC 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, PERC may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of PERC in the selection of the arbitrator.
- a. The arbitrator so selected shall confer with the representative of the Board and RAA, shall hold hearings promptly, and shall issue his/her decision not later than 20 days from the date of the close of the hearings, or, if oral hearings have been waived, then he shall issue his 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 his 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 in 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 by each party paying one-half.
- K. Any of the time limits specified may be altered by mutual agreement.
- L. In the instances of appeals either to the Superintendent or Board, any administrator, whether or not they are members of the RAA, may request that the representatives of the grievant's choosing accompany the individual or group at such appeal. Such representative shall also have the opportunity to be heard.
- M. 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.
- N. Nothing in the grievance procedure is meant to be prejudicial to the RAA's existing right under law to take matters to the Commissioner of Education.
- O. Forms for filing grievances, serving notices, taking appeals, making recommendations, and other necessary documents shall be prepared by the Superintendent, subject to the approval of the Board and the RAA, and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

## **ARTICLE 12. STAFF ABSENCE PROCEDURE**

### **A. Sick Leave**

1. Each administrator shall receive twelve (12) paid sick leave days per school year (July 1 to June 30) on the first day s/he reports to work each year. Administrators who begin their employment in the district after July 1 and/or end their employment before June 30 will be entitled to a prorated portion of the full annual sick leave entitlement for that partial work year.

2. Prolonged absence, beyond those sick leave days accrued in accordance with state law (N.J.S.A. 18A:30-1, 30-2, 30-7) will be reviewed by the Superintendent of Schools to determine whether or not it will be possible for an administrator to return to work within a reasonable period. In unusual cases of chronic absenteeism, or where the possibility of an extended multi-year absence exist, the Superintendent will review the details with the Board and make a recommendation concerning the status of the administrator.

B. Death in the 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 the purposes of definition regarding absence, the immediate family includes, husband, wife, 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 of death is also the household of the absentee.

C. Serious Injury or Illness in the Family

Absence due to serious illness or injury in the immediate family shall be fully compensated up to three (3) 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 prevailing daily substitute pay, may be granted at the discretion of the Superintendent.

D. Performance of Legal Responsibility

1. Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted if accommodations cannot be made with legal authority to perform this service when school is not in session, and providing a letter confirming the purpose of such leave from a sheriff, court, or United States attorney, depending on the 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.

2. Leave for acquiescing to a court, or other valid subpoena, may be allowed without loss of pay, depending on the 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. Each administrator 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. Personal days may not be taken consecutively except for extraordinary circumstances approved in advance at the sole discretion of the Superintendent.

3. No personal business days shall be allowed immediately before or after a holiday or any vacation period for which the schools are closed as designated by the official school calendar. Exceptions may be made at the sole discretion of the Superintendent based on a bona fide emergency the reason for which could not have been known in advance. In addition, staff members may apply for one exception to this restriction per year for good cause based on 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.

4. Absences which have not been approved or authorized will result in a full salary deduction.

5. Unused personal days convert to sick days, but may not be cashed in on upon retirement under Article 8.

F. Procedures

1. A request for absence form (pink) must be completed in duplicate by the administrator, and be submitted to the administrator's immediate supervisor. The immediate supervisor indicates his/her recommendation and forwards the request to the Superintendent for consideration. Following action, one copy of the form is returned to the applicant. Necessary substitute arrangements are made by the Superintendent's office.

2. Most personal business can normally be anticipated in advance and therefore the request can be completed and forwarded prior to the anticipated date. There are times, because of an emergency situation, when a telephone request for a personal business absence will be made, however, for payroll purposes all requests need to be transmitted on the required form. Therefore, individual administrators who are granted personal business leave as a result of a telephone conversation, will need to fill out the pink form immediately upon their return to work.

**ARTICLE 13. TUITION REFUND POLICY**

A fund will be established for the professional development of Association members for the use of tuition reimbursement, reimbursement of mandatory mentoring fees or attendance at professional conference. The Association shall submit all requests for expenses to the Superintendent for his/her approval. The amount of the reimbursement pool for all RAA members is \$15,000 per school year (July 1 to June 30). Each RAA member shall be entitled to reimbursement of up to \$3,000 per school year. If there is an "unclaimed balance" from the reimbursement pool in any school year, it will be equally divided and distributed to those RAA members who made claims by April 1 of that school year. Reimbursement shall only be made for expenses actually incurred, and only upon the submission of appropriate supporting documentation.

**ARTICLE 14. HEALTH BENEFITS**

**A. Medical**

1. Twice-yearly "open enrollment" periods will be the months of November and May to allow for benefit changes, subject to plan restrictions, with effective dates of January 1 and July 1, respectively.

2. For employees hired before July 7, 1997, as designated on Appendix A-1:

a. Employees have the option of enrolling in either the Traditional Plan as defined in the BlueCross BlueShield of New Jersey booklet 00/01/02-8979 or equal plan, or the Blue Card PPO as described in the 07,08-80797 booklet or equal plan. If employees enroll in the Traditional Plan they must pay, through payroll deductions, five (5) percent of the total premium cost for single coverage or eleven (11) percent of the total premium for family coverage.

b. If the above-referenced employees enroll in the PPO, there is no deduction for single coverage. For family coverage, the employee must pay 5.0 percent of the premium cost. such payment is made through payroll deductions.

c. Effective July 1, 2010, the PPO plan will be changed to include unlimited visits for Short Term Therapies and Chiropractic Care.

3. For any employees hired after July 7, 1997, not on Appendix A-1:

a. Employees have the option of enrolling in the Traditional Plan or PPO as defined above. If employees enroll in the Traditional Plan, they must pay through payroll deductions eight (8) percent of the total premium for single coverage or fourteen (14) percent of the total premium for family coverage.

b. If new employees, hired after July 7, 1997, i.e. not on Appendix A-1, enroll in the PPO There is no deduction for single coverage. For family coverage in the PPO the employee must pay 5.0 percent of the premium cost. Such payment is made through payroll deductions.

c. Effective July 1, 2010, the PPO plan will be changed to include unlimited visits for Short Term Therapies and Chiropractic Care.

4. For any employees hired on or after July 1, 2010:

a. Employees have the option of enrolling only in the PPO as defined above.

b. There is no deduction for single coverage in the PPO. For family coverage in the PPO the employee must pay 5.0 percent of the premium cost. Such payment is made through payroll deductions.

c. The PPO plan will include unlimited visits for Short Term Therapies and Chiropractic Care.

5. If any employee's premium contribution as described above is less than 1.5% of his/her base salary for the employment year (July 1 – June 30), the employee must pay 1.5% of his/her base salary for the employment year as contribution toward his/her health insurance premium in lieu of the premium contribution described above. If the

employee should work for less than a full employment year, any contribution toward health insurance costs required under this Article, and his/her base salary, shall be prorated to reflect the portion of the employment year s/he actually worked for purposes of the comparison described in this paragraph.

6. There will be a two-(2) month delay in implementation of medical coverage for all new enrollees.

7. Alternatively, full-time employees who can show proof of health coverage by a spouse (excluding other district employees) prior to December 1 of each year, may elect to waive health insurance coverage in return for a payment of \$2,000. Payment will be made in each year coverage is waived. 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 spouse, birth or adoption of a child, or termination of employment of a spouse). Requests for resumption of coverage and reasons therefore will be submitted to the superintendent. Prior to resumption of coverage, employees must refund the payment to the district prorated.

#### B. Dental

1. All eligible new employees will be subject to a one-month delay prior to implementation of dental coverage.

2. A comprehensive dental plan shall be provided for all eligible employees and their dependents. The plan provides for the payment of 80% of all reasonable and customary charges for basic services and 50% of all major restorations with a \$50 deductible to a maximum of \$1,000 per year. In 2004-2005, the maximum amount will be \$1,150 per year. Effective July 1, 2010, the maximum amount will be \$1,500 per year.

3. Effective July 1, 2003, the parties agree to implement a silent PPO (Dental Option Plan). Out-of network services will continue to be paid on a reasonable and customary basis. The PPO (Dental Option Plan) will not result in diminution of benefits or employees incurring additional out-of-pocket expenses in relation to the dental plan in effect in 2002-2003.

4. Employees may elect to enroll in Cigna Dental HMO. The district will pay premiums for this plan not to exceed the amount paid for the PPO (Dental Option Plan). Enrollees in the Cigna Dental HMO must remain in that plan at least one year and are subject to all plan restrictions.

#### C. 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 extended group health care coverage will be paid by the terminating/retired employee or dependents.

**ARTICLE 15.           MEDICARE COVERAGE**

The Board will assume the premium cost of Medicare insurance for all active eligible employees 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 employee elects to continue primary coverage under our group medical plan, Medicare may provide secondary medical coverage for Part B, provided the employee enrolls in Medicare Part B and pays the premium.

**ARTICLE 16.           ANNOUNCEMENT OF PROMOTIONAL OPPORTUNITIES**

Requirements for a vacancy in an existing position or a newly created position shall be determined by the Superintendent of Schools. Announcements for these vacancies shall be sent simultaneously to the Ridgewood staff and to placement offices prior to conducting interviews with candidates.

- A. Promotional positions are those administrative/supervisory positions associated with the Ridgewood Administrators Association.
- B. Requirements for a promotional vacancy in an existing position or a newly created one shall be determined by the Superintendent of Schools.
- C. 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.
- D. The notice shall list the requirements for the vacancy or promotion, salary information, and indicate the closing date for application. In addition, each building principal shall bring to the staff's attention the announcement of each promotional vacancy.
- E. Professional 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 home address of the Association president.
- F. In the event that an acting or interim position is created, the aforementioned procedures may be waived for good and sufficient reason.

**ARTICLE 17.           ANNOUNCEMENT OF STAFF VACANCIES, TRANSFERS, AND REASSIGNMENTS**

- A. Announcements of staff vacancies shall be posted on a bulletin board designated by each building principal in each school and division offices for the listing of staff vacancies prior to conducting interviews with candidates. In addition, each building principal shall bring to the attention of the staff the announcements of staff vacancies.
- B. An administrator who desires a change in area of responsibility or school assignment should file a written statement of such desire with the Superintendent and Manager of Human Resources as early in the current year as possible. Such statement shall include the area of responsibility to which the administrator 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 Superintendent. Transfers within the system are not normally permitted during the school year, but transfer requests will be accepted at any time.

#### **ARTICLE 18. INVOLUNTARY TRANSFER OR REASSIGNMENT**

A. Involuntary transfer is made only in the best interests of the school district and shall be made only after a meeting between the administrator and the immediate supervisor, at which time the administrator shall be informed of the reason. At this meeting, a list of open positions in the school district shall be given to the administrator. Within five (5) days after the meeting, an administrator may request a statement of the reasons, in writing, from the immediate supervisor.

B. In the event that a tenured administrator objects to the transfer or reassignment, the administrator may request a meeting with the Superintendent. As always, the administrator may have Association representation.

C. Formal written notice of an involuntary transfer shall be given to administrators as soon as possible but no later than April 30 preceding the September date of such transfer. Notice of reassignments caused by enrollment or course reductions shall be made as soon as possible but no later than September 1 prior to the beginning of the school year.

D. When an involuntary transfer or reassignment is necessary, an administrator'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 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 19. 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 administrators 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 20. 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, staff members shall be given three-(3) days notice regarding any changes in assignments before the start of the Summer School program.

B. The administration shall arrange for substitutes in the event a staff member is absent. The Human Resources Office shall handle all compensation for substitutes. The Board will deduct money paid the substitute from the pay of the regular staff member.

**ARTICLE 21. CALENDAR**

Each year, a committee with representation from the Ridgewood Administrators 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. If the Board changes the school calendar, the Association will be consulted.

**ARTICLE 22. PROFESSIONAL STUDY (Career Development Program)**

A. RAA members 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 school, research, travel, etc. 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. Applications will be reviewed by a Selection Committee whose membership is mutually agreeable to the Superintendent and to the RAA. The Selection Committee will evaluate the applications and make its recommendation to the Superintendent. Final approval of applicants by the Board will be made by the second public Board meeting following the initial interviews, which are usually scheduled during the month of February.

B. Career development leaves may be for a school year at one-half pay or one semester at three-fourths pay. Grantees shall agree in advance, in writing, to return to the Ridgewood staff for a minimum of two years or refund the compensation received, or the appropriate portion, if they do not do so.

C. The employee shall receive credit for earned salary increment for the period of 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 staff member 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 staff member to be heard. At such a hearing the staff member may choose to be accompanied by representatives from the RAA who shall also have an opportunity to be heard.

E. The period of the Career Development Leave shall count as regular service for the purpose of retirement planning, and contributions to the retirement fund shall continue at the usual rate, based on a full year's salary. Tenure rights shall not be impaired. Staff members on Career Development Leaves are not eligible for tuition refunds.

F. Upon return from a Career Development Leave, the staff member shall meet with members of the Selection Committee to review the highlights and benefits of the leave experience or share their experiences with other staff members at a meeting arranged by the Selection Committee.



**ARTICLE 23. FAIR DISMISSAL**

On or before May 15 of each year, The Superintendent shall notify each non-tenured administrative staff member continuously employed since the preceding September 30 of his/her employment status for the following school year by either:

- A. a written offer of employment for the next succeeding school year, or
- B. a written notice that employment for the next succeeding year shall not be offered.
- C. Any non-tenured administrator who receives a notice of non-renewal of employment may, within five (5) school days, request in writing:
  - 1. A statement of the reasons for the termination in writing.
  - 2. A meeting with the Superintendent of Schools. Such meeting will be held within five (5) school days after the receipt of such request.
- D. Any non-tenured administrator 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 24. MATERNITY LEAVES**

A. Application

- 1. Requests from administrators for leaves 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. Administrators 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 administrator may apply to the Board of Education as provided above for a disability leave of absence and shall be granted the leave. 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. Such leave will come from the employee's sick leave account only if such leave is available.
- 2. A pregnant administrator 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.

3. The approved disability leave shall be extended for unanticipated disability relating to the childbirth upon the provision of a supplemental physician's certificate.

4. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the administrator examined by its own physician at the Board's expense. If a dispute arises between the report of the administrator's physician and the report of the Board physician, the opinion of a third physician mutually agreeable to the other two physicians shall 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. Administrators 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 administrator adopting a child shall receive a leave similar to a child-rearing leave which shall commence upon his/her receiving custody of said child, or earlier if necessary to fulfill the requirement for the adoption.

D. Rules of General Application Under this Article

1. A non-tenured administrator shall only be entitled to a leave up to the expiration of her contract. A non-tenured administrator shall not be denied reemployment on the basis that she is pregnant or on leave.

2. A pregnant administrator 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 administrators under Title 18A. Where an administrator 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 administrator's request. No pregnant administrator may be relieved from administrative duties solely because she is pregnant or because her pregnancy has reached a specific number of months.

3. Eligible administrators 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 administrator will be placed on the appropriate level of the existing salary schedule. An increment on the next year's salary guide will be

allowed administrators who have accumulated at least one hundred twenty (120) days or six (6) months of service during the contract year in which the leave was granted.

6. Assignment upon return from leave will be to a position for which the administrator is qualified, although not necessarily to the same position, building, or grade level.

7. No administrator 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 12 of this Agreement.

9. Child-rearing leave shall be available on an identical basis to members of both sexes. When a husband and wife both work in the Ridgewood school system, only one shall be eligible to apply for a child-rearing leave.

#### **ARTICLE 25. WITHHOLDING OF INCREMENT**

No individual shall be advanced in salary, step or class unless his/her service shall have been satisfactory, and the Superintendent shall have recommended such advancement. An individual who has had an increment withheld shall be formally evaluated during the following year. Upon completion of one satisfactory evaluation immediately following the withholding of increment, the Superintendent may recommend to the Board of Education restoration of the individual to the position on the guide the person would have had if the increment had not been withheld. Upon the completion of two (2) consecutive satisfactory evaluations immediately following the withholding of an increment, the Board may restore the individual to the position on the salary schedule that the individual would have had if the increment had not been withheld.

#### **ARTICLE 26. EVALUATION OF STAFF**

A. All staff members 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 administrative performance, relationships with students, staff, and parents, contributions to the school's instructional program, the ability to communicate effectively, and the staff member's potential for growth.

C. The purpose of evaluation, as indicated in N.J.A.C. 6A:32-4.4 and 4.5, shall be to:

- provide a basis for the review of performance
- improve student learning and growth
- improve administrative 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 non-tenured administrative staff members, the evaluation shall include a minimum of three (3) formal observations and other observations as deemed appropriate by the supervisor. For non-tenured staff whose duties are not solely administrative, a minimum of three (3) conferences related to job performance and growth shall occur. For all non-tenured staff 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 staff members will be notified of their primary evaluator.

E. For tenured administrative staff, the evaluation shall include a minimum of one (1) formal observation and other observations as deemed appropriate by the supervisor. For tenured staff, whose duties are not solely administrative, a minimum of one (1) conference relative to job performance and growth shall occur. The staff member may request additional observations.

F. After each formal observation, there shall be a follow-up conference between the evaluator and staff member 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 staff members whose duties are not solely administrative. The staff member will sign the supervisor's copy of the report and will receive a copy. The staff member 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.

G. 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 staff member.

H. Observation conferences shall occur within ten (10) school days of the observation unless prevented by extended absence of the administrator or the supervisor, or unless extended by the mutual consent of the administrator and the supervisor. The conference shall be held within the school day or at a mutually agreed upon time.

I. Prior to a decision on contract renewal for non-tenured staff and prior to the close of the school year for tenured staff, the primary evaluator shall meet with the staff member for a final summary evaluation conference. At this time, the final summary evaluation form will be shared with the staff member. The staff member 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 record file. Signing of the form does not indicate either agreement or disagreement with the contents of the summary. After signing the report, the staff member 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 staff member.

J. Final responsibility for the evaluation of any staff member who has responsibilities and duties in two (2) or more buildings, or who works 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.

K. All factors relevant to the staff member's evaluation shall be thoroughly considered in making a recommendation for the granting or not granting of tenure or for the granting or withholding or increment, as provided for in Article 25.

#### **ARTICLE 27. MISCELLANEOUS**

A. If any of the provisions of this agreement, or any application of this agreement to any member or members of the group is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Negotiations may be opened to reconsider provisions deemed contrary to the law.

B. Further, unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any benefit existing prior to this agreement's effective date.

#### **ARTICLE 28. SECTION 125 PLAN**

The Board will implement a Section 125 Plan during the term of this contract. The Board will fund the administrative expense of such plan.

#### **ARTICLE 29. PROFESSIONAL ASSOCIATION / SALARY DEDUCTION**

Members of the RAA may have an amount equal to the membership fee for the professional association designated by the association deducted from their monthly salary, annually, September-June, on a monthly pro-rated basis. RAA members who use this option retain the benefit of reimbursement as noted in Article 7 of this agreement, and shall receive such reimbursement upon application to the Board.

#### **ARTICLE 30. PERSONNEL POLICIES COUNCIL**

The RAA will elect two members to serve on the Personnel Policies Council.

#### **ARTICLE 31. DISTRIBUTION AND ATTACHMENT**

Copies of this agreement will be distributed to all RAA members.

**ARTICLE 32. DURATION OF AGREEMENT**


This agreement shall be for a term of three (3) years commencing on the first day of July 2010, and terminating on the thirtieth day of June 2013.

**THE RIDGEWOOD BOARD OF EDUCATION**

BY   
Michele R. Lenhard, President

Dated: 10-18-10

**THE RIDGEWOOD ADMINISTRATORS ASSOCIATION**

BY   
Katherine Kashmanian, President

Dated: 10/1/10

### Appendix A-1

Employees hired before July 7, 1997, as referenced in Article 14 (Insurance Benefits).

Name	Position
Loonam, Margaret	Principal – Orchard School
Williams, Marianne	Principal – Willard School

### Appendix A-2

Only employees listed below are entitled to a Service Stipend:

Margaret Loonam  
Anthony Orsini  
Marianne Williams

