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**AGREEMENT BETWEEN
RINGWOOD BOARD OF EDUCATION
AND
THE RINGWOOD EDUCATION ASSOCIATION**

July 1, 2009 – June 30, 2012

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PREAMBLE

This Agreement entered into this 1st day of July 2009, by and between the Board of Education of the Borough of Ringwood, Ringwood, New Jersey, hereinafter called the Board, and the Ringwood Education Association, hereinafter called the Association.

WITNESSETH

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

SECTION I - ASSOCIATION

ARTICLE I – RECOGNITION

- A. The Board recognizes the Association as the majority representative for collective negotiations, terms and conditions of employment for all educationally certified personnel whether under contract or on leave, secretarial and office personnel, and paraprofessionals, regularly employed by the Board, during the term of this Agreement, including all Classroom Teachers, Special Education Teachers, Librarians, Nurses, General Secretaries, Personnel Secretaries, Secretaries to Building Principals and Vice Principals, Special Services Secretaries, Payroll Clerks, and Classroom, Computer, Playground, Cafeteria, Media Center, and Transportation Paraprofessionals, but excluding all other personnel.
- B. The Association recognizes that the Board has the authority and responsibility to manage and direct all the operations and activities of the Ringwood School District to the extent authorized by law, except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws 1974.

ARTICLE II – NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over the successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Notice of intent to begin negotiations shall be forwarded from one party to the other by November 15th of the calendar year preceding the calendar year in which this Agreement expires, with negotiations beginning not later than January 15th of that same school year as notification occurs. In order to be effective, any Agreement so negotiated shall apply to all Association members, be reduced to writing, ratified by the Association, adopted by the Board and signed by both parties.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III – GRIEVANCE PROCEDURE

- A. **Definitions**
 - 1. **Grievance**
A “grievance” is a claim by an employee or the Association based upon the interpretations, application or violation of this Agreement, written Board policies or Administrative decisions and practices adversely affecting an employee or group of employees affecting terms and conditions of employment.
 - 2. **Aggrieved Person**
An “aggrieved person” is the person, persons or the Association making the claim.

B. **Purpose**

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

C. **Procedure**

1. **Time Limits**

The number of days indicated at each level should be made to expedite the process. The time limit for the initial filing of any grievance is 30 calendar days from the time when the action affected the grievant or when the grievant or Association becomes aware of this action. In the event the grievant does not file within the time prescribed above then he or she is barred from bringing his or her matter before any arbitrator or any tribunal or administrative body.

2. **Year End Grievance**

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

3. **Level One – Principal or Immediate Supervisor**

a. An aggrieved person or representative of grievant shall first discuss the grievance with his/her principal or immediate supervisor with the objective of resolving the matter informally.

b. However, if the grievance is not settled informally within ten (10) calendar days of discussion, the matter will be put in writing and submitted to the Principal or immediate superior formally.

4. **Level Two – Chief School Administrator**

If the aggrieved person is not satisfied with the disposition of his/her “formal grievance”: at Level One or if no decision has been rendered within ten (10) calendar days after the presentation of the “formal grievance”, he/she may file the grievance in writing with the CSA within ten (10) calendar days after the decision or lack thereof at Level One. The CSA shall attempt to resolve the grievance at a meeting with the grievant within ten (10) calendar days of receipt of the request.

5. **Level Three – Board**

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

after the SBA/BS receives the written appeal from the grievant for an appointment with the Board or a committee designated by it.

6. **Level Four**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) calendar days after the meeting with the Board or a committee designated by it, he/she may, within ten (10) calendar days submit the grievance to advisory arbitration.
- b. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the aggrieved or his/her representative shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board and the aggrieved or his/her representative and hold hearings promptly and shall issue his/her decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and the aggrieved.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.
- e. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall deem to be a waiver of further appeal of the decision.

D. **Miscellaneous**

1. **Employee and Association**

Any aggrieved person may be represented at all steps of the grievance procedure by the Association, which will determine to what extent it will process the grievance level by level.

2. **Reprisals**

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

3. **Status Pending Determination**

Any aggrieved person may be represented at all steps of the grievance procedure by the Association, which will determine to what extent it will process the grievance level by level.

4. **Group Grievance**

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

5. **Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. In all cases strict privacy by all participants is to be maintained.

ARTICLE IV - EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee as herein defined shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection, or to refrain from doing so.
- B. Nothing contained herein shall be construed to deny or restrict to any employee or Board such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- C. Whenever any employee is required to appear before the Board or any committee thereof, concerning any matter which would adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of at least twenty four (24) hours of the reasons of such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

- D. Teachers shall maintain the primary responsibility to determine grades and other evaluations of students within the grading policies of the Ringwood School District based upon their professional judgment of available criteria pertinent to any given subject areas or activities to which they are responsible.
- E. An employee shall have the right, upon request, to review the contents of his/her personnel file with the exception of references.
- F. Those employees who do not join the Association (National, State, County and Local) shall be required to pay 85% of dues for services rendered. Board of Education shall be held safe-harmless from all aspects of this clause.

ARTICLE V – ASSOCIATION RIGHTS

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

ARTICLE VI – HEALTH BENEFITS

A. Medical Plan

1. The Board of Education will provide without cost a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through the Blue Cross and Blue Shield Plans of New Jersey, including Rider J, and a major medical benefit underwritten by the Prudential Insurance Company of America. Effective July 1, 2009, all employees selecting dependent coverage for medical insurance shall contribute \$405 per year toward the cost of their dependent(s) medical coverage. The insurance contribution shall be deducted from the employees' paychecks.
2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

B. Dental Plan

1. Full Family coverage of dental services in accordance with the Delta Dental Service Plan, Inc. will be provided by the Board with no cost to the employees. The plan will be the same as in previous contracts. Full Family coverage of dental services based on Plan Number III New Jersey Dental Service Plan, Inc., providing preventive and diagnostic coverage at 100%; remaining basic services 80/20%; and prosthodontic benefits 50/50% will be adopted.
2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

C. Prescription Plan

1. For the duration of this Agreement a full family prescription plan will be provided by the Board without cost to the employees.
2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.
3. The prescription plan provided for the duration of this Agreement shall be for a full family co-pay as follows:

2009-2012: \$10.00 generic/ \$20.00 brand name/ \$5.00 mail-in co-pays.

- D. If a change in carrier is contemplated, it is agreed that a committee will be established to investigate the various possibilities and programs. The committee shall consist of the following:
1. Chief School Administrator (CSA) and School Business Administrator/Board Secretary (SBA/BS).
 2. Two (2) Board of Education members
 3. Up to four (4) Association representatives
- *The above indicated groups do not comprise all members of the committee representing the district.

E. **How to Become Insured**

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

How to Enroll

1. The SBA/BS will provide any necessary enrollment forms to new employees/enrollees prior to the enrollment period. The employee is responsible for returning the completed forms to the SBA/BS prior to the enrollment period.
2. Employees will be covered pursuant to the enrollment periods of each respective plan.

ARTICLE VII – LIAISON COMMITTEE

The Professional Staff/Board Liaison Committee shall meet to discuss areas of mutual concern in accordance with Board Policy. The Committee shall meet on the first Monday of every other month, beginning in October of each school year.

ARTICLE VIII– MISCELLANEOUS PROVISIONS

- A. The Board shall carry out the commitments contained herein and give them full force and effect as Board policy for the term of this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement.
- D. If at the termination of said contract a successor contract has not been ratified and signed by both parties, said contract shall remain in full force and effect until a successor contract has been ratified and signed by both parties.
- E. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than (1) school per day, shall be reimbursed for all such travel at the higher of the IRS rate or the NJ OMB depending upon which is permissible under law. Mileage is to be calculated from either employee's residence or assigned building, whichever is closer to destination.
- F. Copies of this Agreement shall be reproduced within forty-five (45) days after the Agreement is signed, and delivered to the President of the Association. Delivery to take place at the District Administration Office with date, signed receipt given. The cost of this reproduction should be equally divided between the Association and the Board.
- G. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by special delivery or registered letter with return receipt at the following addresses:
 - 1. If by Association, to the Board at 121 Carletondale Road, Ringwood, New Jersey 07456, with a copy sent to the CSA.
 - 2. If by the Board, to the Ringwood Education Association at the President's latest home address.

SECTION II - TEACHING STAFF

ARTICLE IX – TEACHER WORK YEAR

- A. The school calendar shall be the prerogative of the Board of Education. The Board shall advise the Association of said next calendar as early as possible, and, in any event, prior to the end of the school year in June.
- B. An instructional calendar will be established as follows:
182 days 2009 - 2012
- C. All unused scheduled emergency or snow closing days will be dropped from the calendar as determined by the CSA.
- D. The Association shall be afforded the opportunity of consulting with the CSA on the school calendar and its preparation before its adoption by the Board of Education.
- E. The adopted calendar may be subject to modification by the Board during the school year. However, such changes or proposed modifications shall be discussed with the Ringwood Education Association before implementation, except in an emergency situation.
- F. All ten month employees' contract work year shall commence on September 1st and run through June 30th.
 - 1. Teachers shall not be required to work on Saturdays and Sundays.
 - 2. Teacher attendance shall not be required whenever student attendance is not required due to emergency closing or snow closing. Teachers will be notified as soon as possible of snow closings.
 - 3. Teachers shall not be required to work more than three (3) non-instructional days which will be of the same duration as their school workdays. These days shall include the following:
 - a. One (1) orientation day.
 - b. Two (2) non-instructional days.

ARTICLE X - TEACHER ASSIGNMENT, REQUESTED TRANSFER, AND REASSIGNMENT

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

B. **Requested Transfer**

1. The CSA will give to the Association and post in each school, a list of openings and new positions as they become known. Teachers desiring to apply for a posted opening or a new position will file a written statement indicating the same with the CSA.
2. Teachers who desire a change in grade level, subject assignment, and/or transfer to another building, may file a written statement of such desires with the CSA by April 15th. Such statements shall include the grade and/or subject to which the teachers desire to be assigned, and school and/or schools to which the teachers desire to be transferred.
3. Any candidate who meets the above criteria (Section B, 2) and who is denied reassignment and/or transfer will be given at his/her request, by the CSA, a statement of reasons in writing for denial.
4. However, it is understood that teachers are hired to teach in the Ringwood School District and that building and grade assignments are determined by the CSA and the Board of Education.

C. **Reassignments**

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

1. The transferred persons will be given verbal notification by the principal and written confirmation by the CSA as soon as possible following the decision. However notification and confirmation for administrative transfers will be given no later than June 10th.
2. In the event an emergency situation arises after June 10th, the person transferred will be notified as soon as possible, but before August 1st.

ARTICLE XI – TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but shall designate their presence as determined in each building. Any administrator may require a specific teacher or teachers to “clock in and clock out” when such administrator, in his/her discretion, shall find evidence of repeated violations of the “teaching hours” terms of the Agreement.
- B. The arrival and departure times for all teachers shall be designated in the teachers’ handbook, and subject to modification during the course of the year. However their total in-school workday shall consist of not more than seven (7) hours which shall include a duty-free lunch period of thirty (30) consecutive minutes.

- C. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings, which may include “New Teacher” meetings, for a maximum of sixty (60) minutes per week. Such meetings shall begin no later than eight (8) minutes after the students’ regular bus dismissal time and a day’s prior notice shall be given to all teachers involved in said meeting, except in cases of an emergency involving the health and safety of students and/or teachers. If additional time is needed, students shall be dismissed early.
- D. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
- E.
1. Teachers may be asked to work on a curriculum committee during the school year. If the meeting is held after school, it shall dismiss not later than 5:00 p.m. and consist of not more than two (2) sixty (60) minute periods per month. If the meeting is held on a non-instructional day it shall be of the same duration as the normal workday.
 2. If two (2) curriculum meetings are utilized in one (1) month, attendance at principals’ meetings shall be limited to three (3) for that month for those committee members involved.
- F. Teachers may be required to attend the following after-school or evening functions annually:
1. Back to School Night.
 2. Conference Night (if conferences are scheduled).
 3. Exhibit Night.
 4. One P.T.A./P.T.O. meeting in the teachers own school, except that attendance at such P.T.A./P.T.O. meetings may not be required if so agreed by a liaison committee in each school made up of teacher representatives and representatives of the P.T.A./P.T.O.
 5. Chaperoning of school sponsored events. If a teacher is required to attend more than one (1) event per year, said teacher shall be paid at a rate of \$30.00 per hour during the 2009 – 2012 school years.
 6. Music Concert Night – One (1) a year if the teacher’s class is participating. This Section shall apply only to the elementary school, and shall not count as one of the chaperoning events under Section F-5 of this contract.
- G. Lesson Plan Books shall be prepared and maintained by all classroom teachers as specified in the teachers’ handbook.
- H. Teachers may leave the building during the scheduled duty free lunch period. When leaving the building, they will only be required to notify the office of their departure and arrival. However, if any administrator finds evidence of repeated violation of the time allotted for the duty free lunch period, he/she may require the teacher or teachers to receive prior approval before leaving the building.

I. Preparation Time

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

J. Substitutes

1. The District shall endeavor to hire substitutes in any and all cases for classroom or subject area teachers who are absent.
2. Where substitutes are not available, the teachers may, on a rotating basis, be required to “substitute”.
3. If a teacher is required to cover a class or a portion of a class other than his/her own, and/or thereby loses a preparation period, he/she shall be reimbursed as follows:
 - a. 2009-2012 – Thirty-five dollars (\$35.00) per period
 - b. Thirty-five dollars (\$35.00) per partial “period” (coverage shorter than full period);
 - c. Thirty-five dollars (\$35.00) per split class period to be divided among all teachers covering split class, with each stipend percentage according to the percentage of the class actually covered.
4. In the elementary buildings a full day shall be the equivalent of eight (8) periods. It is understood between the parties that coverage in the elementary schools shall be pro-rated, by time, since such schools do not have specific equal time periods.

K. Summer School

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

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

ARTICLE XII– NON-TEACHING RELATED DUTIES

- A. The Board and the Association acknowledge that a teacher’s primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- B. Teachers may be required to perform the following duties:
1. Supervision of bus loading and unloading.
 2. Supervision of hallways and other areas within their respective buildings.
 3. Duplication of their instructional and instruction related materials.

4. Keeping cumulative records and other similar functions as are an integral part of teaching.
5. Correcting tests used at the direction of the Board of Education and/or the Administration.
6. Inventorying and storing books used in their rooms.
7. Supervision of the delivery of books. (Teachers will not be required to physically move books beyond their classrooms.)
8. Collect money from students. (Only if directly related to the school curriculum and approved by the Board of Education.)
9. In the middle school, seventh and eighth grade teachers, (and sixth grade teachers if departmentalized) may be assigned to supervise hall duty, cafeteria, or in-school suspension, where it does not interfere with their six (6) periods of classroom instruction, lunch and preparation period.
10. All duty periods in the middle school shall be rotated among all teachers. Such rotation shall be mutually agreed upon by the building principal and the teachers' association.
11. Teachers in the elementary schools shall not be required to supervise the cafeteria or playground.

ARTICLE XIII – TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- B. A teacher shall be shown a copy of any evaluation prepared by his/her evaluator within fifteen (15) working days of the evaluation. No such evaluation shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- C. The teacher evaluation is a professional report of the Administrator to the teacher and the CSA. This required document by the Administrator shall be his/her statement and in no way altered. The signature of the teacher shall be mandatory after a conference on the Administrator's evaluation.
- D. The teacher's signature on the evaluation form will imply neither agreement nor disagreement with the observation, but simply that he/she has seen it. Should a teacher in any way disagree with the written evaluation, the teacher may at his/her discretion react on a separate sheet over the teacher's signature within the period of fifteen (15) working days. Said statement by the teacher shall be written in a manner which makes very clear the area of disagreement. The Administrator will then forward the teacher's original copy, attached to his/her evaluation, to the CSA. A copy is to be kept by the Administrator.

- E. No material derogatory to the teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the CSA or his/her designee and attached to the file copy.

ARTICLE XIV – TEACHER LEAVES OF ABSENCE

A. Child Rearing

1. Extended leaves of preparation for childbirth, child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon the date of birth or adoption, whichever is later, for the subsequent school year. No further extensions shall be granted.
2. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of the school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.
3. Any pregnant teacher may apply to the Board of Education for a disability leave and shall be granted the leave. The leave dates shall be supported by a physician's certification which shall allow for disability twenty (20) workdays before and twenty (20) workdays after the anticipated date of birth.
4. A pregnant teacher may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
5. Accumulated sick days may be utilized during the disability period.
6. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.
7. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this ARTICLE by having the teacher examined by its own physician at the Board's expense. If the two (2) physicians disagree, they shall choose a third (3) physician who shall examine the teacher and whose decision shall be final and binding upon all parties.
8. A non-tenured teacher shall only be entitled to leave up to the expiration of her/her contract. A non-tenure teacher shall not be denied re-employment on the basis that she/he is pregnant, or on leave.

9. A pregnant teacher may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all teachers under Title 18A. No pregnant teacher may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

B. **Illness**

1. The Board may grant to any teacher under tenure a leave of absence for illness upon request not to exceed two (2) academic school years. Upon the expiration of this period of time a request for resignation or separation shall be made. Medical evidence for such request must be submitted.
2. A leave of absence shall be requested by the teacher under tenure in the case of an illness that would cause absence for a period in excess of sick leave or accumulated sick leave.
3. In addition to sick leave and accumulated sick leave days the Board may at its discretion grant a percentage of base pay to this extended period of illness. Medical proof must be submitted and verified for the granting of said leave of absence and the granted leave of absence shall be reviewed each six (6) months.

C. **Educational Conferences**

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

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

E. **Extended Leave**

1. An unpaid extended leave for a period of one (1) school year may be granted to professional employees for reasons other than illness or child rearing at the discretion of the Board.
2. The Board agrees that up to two (2) teachers shall upon request be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

F. **Sabbatical Leave**

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

1. The approval of a Sabbatical Leave is the sole prerogative of the Board. Granting or denying of a Sabbatical is the sole decision of the Ringwood Board of Education. The Board's decision is final and binding.
2. The applicant must have seven (7) years of teaching experience in the Ringwood School District.
3. The Sabbatical must be for an approved graduate program and/or recipients of approved scholarships or fellowships. The Board shall have the right to inquire of the teacher of the institution involved written verification from time to time, concerning the teacher's status, progress and accomplishments while on Sabbatical Leave.
4. A teacher granted a Sabbatical Leave will receive one-half of his/her salary for the period of time a leave is granted together with all of the fringe benefits he/she would normally receive if he/she were teaching in the Ringwood School system at the time.
5. The Sabbatical Leave pay shall be based on the salary step the teacher would have earned had he/she remained on active duty. Those regular deductions as required by law will be withheld from this compensation.
6. Upon return from Sabbatical Leave a teacher will be expected to remain with the Ringwood School System for a minimum of two (2) full school years excepting to matters of extenuating circumstances such as, but not limited to, health or spouse's employment transfer. He/she shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period.
7. Requests for Sabbatical Leave must be received in writing by the Chief School Administrator no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the Sabbatical is requested. The only exception to this provision shall be a recipient of approved scholarship or fellowship who received notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for Sabbatical Leave is submitted in writing within ten (10) days of the notification of the award.

G. Staff members on leave for any reason must inform the CSA of their intentions to return by the following dates:

1. Leave terminating on June 30th - by April 15th
2. Leave terminating on any other date - by the 15th day two (2) months preceding leave termination date. Failure to comply will be construed as notification of termination by the employee.

H. **Family Leave**

Employees will be entitled to Family Leave pursuant to provisions of New Jersey statutes.

ARTICLE XV – TEMPORARY LEAVES OF ABSENCE

- A. This section shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school district. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be cumulative for use in another school year. With the exception of death, serious illness or emergency (telephone notification through proper channels is required), all leave shall be taken with prior notification and approval of the CSA.

- B. An allowance of up to five (5) days leave shall be granted for the death of a member of the immediate family. Immediate family shall be considered spouse, child, grandchild, mother, mother-in-law, father, father-in-law, brother, sister or any member of the immediate household. An allowance of up to three (3) days leave shall be granted for the death of a grandparent or spouse of a sibling.

- C. A total of up to four (4) days are allowable for personal leave (not including death in the immediate family).

- D. No personal days are to be taken on the first day of school, the last day of school, or any day immediately preceding or following a holiday period. Exceptions to the above are serious illness in the immediate family, a bona fide religious holiday, court appearance or a verifiable emergency.

- E. Notwithstanding Paragraph A of this article when any unused personal days as outlined in Paragraph C above are not used during one (1) year, then only three (3) of those days will be accumulated as sick days.

ARTICLE XVI – SICK LEAVE

- A. All teachers who are steadily employed by the Board of Education shall be allowed sick leave with full pay for ten (10) school days.

- B. If any person requires in any school year less than this specified amount of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

- C. In addition, each employee may be allowed over and above the ten (10) days sick leave and all accumulated sick leave to receive an additional fifteen (15) sick days for which only substitute's pay shall be deducted. Commencing with the sixteenth (16th) day and each day thereafter a full day's salary will be deducted. The Board shall decide upon the application of the employee involved, each case on its own merits.

- D. A doctor's certificate is required for all sick leave absences exceeding five (5) consecutive school days.
- E. Sick leave is defined as meaning the absence from his or her post of duty, of any such person because of personal disability due to illness, injury, or because he or she has been excluded from school by the school district's medical inspector on account of contagious disease or of being quarantined for such a disease in his or her immediate household.
- F. Teachers shall be given a written accounting of accumulated sick leave no later than October 1st of each school year.
- G. Reimbursement for unused accumulated sick leave:

- 1. Reimbursement for unused sick leave, up to a maximum number of days, upon retirement or upon resignation from the District as per the following schedule:

	<u>2009 - 2012</u>
Maximum days	1 - 100
Per diem	\$60.00

The maximum total reimbursement any individual may receive is capped at \$6,000.

- 2. To be eligible a teacher must have served fifteen (15) years as a teacher in the Ringwood District.
- 3. To be eligible a teacher must provide ten (10) months advance notification to the Board. Without proper notification there may be a delay in payment.
- 4. In the event of death, payment will be made to the estate of the deceased.

ARTICLE XVII – ADVANCED STUDY REIMBURSEMENT

- A. The Board of Education will reimburse a teacher beginning with the third year of employment for tuition fees expended by the staff member for graduate study related to his or her present service to the educational program of the Ringwood School District. No payment shall be made to a teacher that does not attain tenure in the Ringwood School District. Reimbursement shall be limited to a \$3,600.00 per teacher for each school year. Payment will be made to tenured teachers for the Fall semester the following February, and, for the Spring semester upon the teacher's return to the classroom the following September. Payment to third year teachers will be made at the beginning of their fourth year of employment.

- B. Credits will be considered for reimbursement if they meet the following requirements:
1. Courses of study to be included in this program must be approved in advance by the CSA. Application, prior to course registration, is to be made on the proper form prepared for this purpose and submitted within a reasonable period prior to registration.
 2. They shall be earned at an accredited institution and apply toward a higher degree for which the member has matriculated.
 3. They shall be earned at an accredited institution, and even though the member is not a matriculated student, be of a caliber that would apply to the next higher degree.
- C. Advanced study reimbursement is not allowable to any employee holding substandard certification. An exception may be made by the CSA when a properly certified employee has been approved for a change of position within the District.
- D. An employee receiving reimbursement from any other source may not apply or duplicate reimbursement under this section.
- E. Reimbursement will be made following the presentation to the CSA of:
1. Evidence of successful completion of the course.
 2. Evidence of payment made by the staff member.
- F. Courses applied for must have reimbursement money encumbered by the SBA/BS, before the end of the fiscal year to be eligible for reimbursement upon successful completion of course work and receipt of payment is received by the CSA. A school fiscal year is July 1st through June 30th of the following year.
- G. Only approved courses completed prior to September 1st or February 1st of a particular year will be considered for movement on a guide and for related salary increases. In all cases anticipated movement must be submitted in writing to the CSA for approval no later than November 1st of the preceding year in which work will be completed.
- H. No salary increase will be granted without all documentation being received in the office of the CSA by September 8th and/or March 1st as appropriate. Responsibility for receipt of all necessary documentation rests solely with the staff member.
- I. Salary adjustment for September eligibility dates will begin with the September salary payment. Salary adjustment for February eligibility dates will begin with the March check retroactive to February 1st.
- J. Any and all days in receipt of required documentation will delay payments as follows:
- After September 8th, salary increases will be delayed until March 1st retroactive to September 1st.
- After March 1st, salary increases will be delayed until June 30th retroactive to February 1st.

Money in any one (1) fiscal year will not decrease in any way the eligible maximum amount during the following fiscal year. (Example: 03-04 encumbered money paid in September 2004 would not decrease in any way the eligible maximum amount for that staff member during the 04-05 fiscal year).

- K. The total amount of funds that will be available for any single fiscal year to reimburse teachers for Advanced Study Reimbursements shall be:

2009-2012 - \$57,000

- L. The total amount of funds that will be available for any fiscal year for Professional Development usage shall be:

2009-2012 - \$11,000

This shall include the costs for speakers and programs sponsored, approved or conducted by the Board in accordance with the Local Professional Development Committee.

ARTICLE XVIII – TEACHER EMPLOYMENT

- A. Classification “A” will include all teachers having a bachelor’s degree.
- B. Classification “B” will include all teachers having a bachelor’s degree plus 15 approved graduate credits.
- C. Classification “C” will include all teachers having a bachelor’s degree plus 30 approved graduate credits.
- D. Classification “D” will include all teachers having a master’s degree.
- E. Classification “E” will include all teachers having a master’s degree plus 30 approved graduate credits beyond the master’s degree.
- F. Classification “F” will include all teachers having a master’s degree plus 45 approved graduate credits beyond the master’s degree effective as of the 1996-97 school year.
- G. Credit for all previous satisfactory teaching experience may be recognized. In no case will the Board give credit for more experience than the employee actually has.
- H. If a teacher expects to receive a higher degree, or qualify for a change in classification, he or she must apply in writing to the CSA by November 1st of the year preceding the change.
- I. It is the responsibility of each teacher to keep up-to-date records of credits filed with the CSA’s office. Only the duly attested transcript or other official notice of completed work

from the college or educational institution will be accepted in the filing of credits for advance salary classification.

- J. All courses to be considered for salary classification changes are to be:
 - 1. Earned at, or accepted by an accredited institution and be of a category that would apply to the next highest degree or a specific certification.
 - 2. Not a duplicate of any course already recognized.
 - 3. Be directly related to an employee's present or potential service to the educational program of the district.
 - 4. All courses for salary classification changes are to be approved in advance by the CSA
- K. No increment shall be granted without a record or satisfactory service approved by the CSA.
- L. Immediate credit will be given for prior honorable military service up to four (4) years. The employee must present acceptable evidence of military connected service.
- M. Teachers who hold an accredited "sixty credit Master's Degree" for certification purposes shall be placed under classification "F" which is the Master's plus 45 classification effective as of the 1996-97 school year.
- N. Non-tenured teachers shall be notified of their contract status for the ensuing year no later than the date set forth in New Jersey statute.

ARTICLE XIX –TEACHER SALARIES AND SALARY GUIDES

- A. The salaries of all teachers covered by this Agreement are set forth in the attached Salary Guide made part hereof.
- B.
 - 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - 2. Teachers may individually elect to have a portion of their monthly salary deducted from their pay to be forwarded to the North Jersey Federal Credit Union and a deduction for the agreed upon annuity fund adopted with companies agreed upon by the Board of Education and the REA.
 - 3. When a pay day falls on or during a school holiday, vacation or a weekend, teachers shall receive their paychecks on the last previous working day.
 - 4. No staff member will be admitted to the BA+30 level after June 30, 1994.

TEACHERS' SALARY GUIDE

YEAR 1	2009 – 2010					
	BA	BA+15	BA+30	MA	MA+30	MA+45
1	47,800	48,500	49,000	51,075	54,185	57,575
2	48,300	49,000	49,700	51,775	54,885	58,275
3	48,800	49,500	50,200	52,275	55,385	58,775
4	49,500	50,200	50,900	52,975	56,085	59,575
5	50,300	51,000	51,700	53,775	56,885	60,275
6	51,100	51,800	52,500	54,575	57,685	61,075
7	52,300	52,900	53,600	55,675	58,785	62,175
8	54,800	55,500	56,200	58,275	61,385	64,775
9	57,400	58,100	58,800	60,875	63,985	67,375
10	60,600	61,300	62,000	64,075	67,185	70,575
11	64,500	65,200	65,900	67,975	71,085	74,475
12	69,300	70,000	70,700	72,875	75,885	79,375
13	74,900	75,600	76,300	78,375	81,485	87,075
14	79,800	80,700	81,300	84,275	87,985	93,225

YEAR 2	2010 – 2011					
	BA	BA+15	BA+30	MA	MA+30	MA+45
1	49,325	50,025	50,525	52,700	55,810	59,200
2	49,825	50,525	51,225	53,400	56,510	59,900
3	50,325	51,025	51,725	53,900	57,010	60,400
4	51,025	51,725	52,425	54,600	57,710	61,200
5	51,825	52,525	53,225	55,400	58,510	61,900
6	52,625	53,325	54,025	56,200	59,310	62,700
7	53,825	54,425	55,125	57,300	60,410	63,800
8	56,300	57,000	57,700	59,875	62,985	66,375
9	58,900	59,600	60,300	62,475	65,585	68,975
10	62,100	62,800	63,500	65,675	68,785	72,175
11	66,000	66,700	67,400	69,575	72,685	76,075
12	70,800	71,500	72,200	74,475	77,485	80,975
13	76,400	77,100	77,800	79,975	83,085	88,675
14	81,800	82,700	83,400	86,575	90,435	95,825

TEACHERS' SALARY GUIDE (continued)

YEAR 3

2011-2012

	BA	BA+15	BA+30	MA	MA+30	MA+45
1	50,825	51,525	52,125	54,300	57,510	60,900
2	51,325	52,025	52,825	55,000	58,210	61,600
3	51,825	52,525	53,325	55,500	58,710	62,100
4	52,525	53,225	54,025	56,200	59,410	62,800
5	53,325	54,025	54,825	57,000	60,210	63,600
6	54,125	54,825	55,625	57,800	61,010	64,400
7	55,325	55,925	56,725	58,900	62,110	65,500
8	57,800	58,500	59,300	61,475	64,685	68,075
9	60,400	61,100	61,900	64,065	67,285	70,675
10	63,595	64,295	65,095	67,270	70,480	73,870
11	67,495	68,195	69,000	71,170	74,385	77,770
12	72,300	73,000	73,800	76,075	79,185	82,675
13	76,400	78,595	79,400	82,470	85,785	90,335
14	84,175	85,075	85,875	89,075	93,135	98,525

ARTICLE XX – FRACTIONAL SALARY CREDIT

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

ARTICLE XXI – TUTORING

Tutoring is to be paid at the following rate when assigned by the CSA: - \$35.00 per hour.

ARTICLE XXII – TEACHER LONGEVITY

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

- A. The following longevity guide shall go into effect on the first day of the 10th, 15th, 20th, 25th, and 30th year of consecutive years of service in the Ringwood Public Schools.

LONGEVITY GUIDE 2009 – 2012

EXPERIENCE	BA / BA+30	MA	MA+30	MA+45
10-14	\$ 1190	\$ 1250	\$1300	\$1500
15-19	1765	1875	1985	2185
20-24	2485	2650	2850	3025
25-29	3325	3575	3825	4025
30 +	3900	4150	4400	4600

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

ARTICLE XXIII – EXTRA CURRICULAR PROGRAMS

- A. **Definition**
Extra curricular activities include those activities not specified as part of the teaching and duty assignments as scheduled during the regular workday, work week or work year as defined in this Agreement. The Board reserves the right to discontinue, suspend, eliminate or add extra curricular activities.
- B. **Newly Created Positions**
The salary and other items and conditions of employment for any extra curricular activities not currently set forth shall be subject to negotiations between the Board and the Association. Such negotiations shall be restricted to only the newly created position(s) and shall not be construed as the reopening of the negotiation for any other contracted area.

C. **Procedures for Filling Extra-Curricular Positions**

1. All vacancies in extra-curricular positions shall be adequately publicized by the CSA or Building Principal in accordance with the following procedures:

a. **Date of Posting**

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the CSA or Building Principal within the time limit specified in the notice.

b. **Application Procedure**

Teachers who desire to apply for a position which may be announced during the summer period when school is not regularly in session shall submit their names to the CSA, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The CSA shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted. In addition, the CSA shall, within the same time period, post a list of extra-curricular positions to be filled during the summer period at the Administration Office, in each school, and a copy of said notice shall be given to the Association.

c. **Selection Procedure**

1. All qualified applicants shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants.
2. If the procedure set forth in C1 above fails to produce a qualified applicant from within the District, the Board of Education shall make every reasonable attempt to employ a qualified individual outside the District.
3. If after having made every reasonable effort, the Board of Education is unable to employ a qualified person outside the District, the Board of Education may assign a qualified teaching staff member from within the District. In-District teachers shall not be involuntarily assigned to extra-curricular positions for more than one (1) year. Any such involuntary assignment shall be made on a rotating basis from among the pool of qualified staff.

d. **Interscholastic Sports**

1. The same payments shall be made for both boys and girls sections (under respective listing below). However, if any section should be of shorter duration in number of days, the payments shall be pro-rated from those listed below.
2. Teachers working in the interscholastic sports program shall be reimbursed as per the salary guide attached herein.
 - a. Basketball
 - Boys
 - Girls
 - b. Baseball*
 - c. Soccer*
 - d. Softball*
 - e. Cheerleading*
 - f. Volleyball*

*It is understood that reimbursement for the above interscholastic programs (b-f) will be negotiated if the Board decides to reinstate same. In all cases, extra curricular activities terminated prior to conclusion of the season will be remunerated on a pro-rated basis.

In all activities, the school and/or District Administration reserves the right of final decision regarding whether a particular extra curricular program will take place. The school and/or District Administration also reserve(s) the right to terminate an activity at any time during a particular season.

e. **Extra curricular Activities**

1. **Drama** (One Season)
Please refer to salary guide.
2. **Yearbook**
Payment made only upon completion of all responsibilities.
Responsibilities include 1.) yearbook 2.)*minimum of four after school sessions – value to be included as portion of stated allocation. Please refer to the salary guide.
3. **Music** (per concert)
Hewitt (1) Grades 4/5
Erskine (1)
Cooper (1)
Please refer to salary guide.

Grades 5/6 Band (1)
Middle School Band (2)
Middle School Chorus (2)

4. **Newspaper**
Payment made only upon completion of all responsibilities.
Responsibilities include 1.) five issues per year 2.)*minimum of four after school sessions – value to be included as portion of stated allocation*.
Please refer to salary guide.
5. **Student Council (2)**
Please refer to salary guide.
6. **Audio Visual**
Payment made only upon completion of all responsibilities.
Responsibilities include 1.) student coordination assignment involving evening taping sessions 2.)* minimum of eight after school sessions – value to be included as portion of stated allocation*. Please refer to salary guide.
7. **Literary Magazine Editor**
Payment made upon completion of responsibilities. Responsibilities include (1) 1 issue per year (2) minimum of four (4) after school sessions.
8. **Basketball Scorekeeper**
Payment made upon completion of all season responsibilities.
Please refer to salary guide.
9. **Art Advisor (1)**
Payment effective per approved activity after first activity per advisor.
Please refer to salary guide for each position.

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

- g. **Environmental Education Program**
 1. Grade 6 teachers, one (1) science teacher, and one (1) physical education teacher will be expected to accompany the students on the environmental education trip. The CSA will determine whether or not a teacher has a reasonable excuse not to attend. The excused teacher will then be required to cover all classes of other teachers volunteering or assigned.
 2. A stipend shall be paid to any teacher participating in the Outdoor Education Program for each time he/she remains at the camp overnight, for the purpose of pupil supervision.

3. A stipend shall be paid to each of the two (2) assigned coordinators for each time he or she remains at camp overnight. Please refer to the salary guide for items 2 and 3 for both salary and numbers.

h. **Eighth Grade Trip**

A stipend shall be paid to any teacher participating in the eighth grade trip each time he/she remain(s) overnight, for the purpose of pupil supervision. Please refer to the salary guide for both salary and numbers.

Extra Curricular Salary Guide

<u>POSITION</u>	<u>2009 – 2012</u>
Basketball Boy's	\$2,925
Basketball Girl's	\$2,925
Drama	\$1,150
Yearbook	\$ 925
Music	\$1100 x 8
Total	\$8,800 max.
Newspaper	\$ 925
Student Council	\$1,150 x 2
Total	\$2,300 max.
A.V.	\$1,150
Literary Magazine	\$1,100
Scorekeeper	\$ 650
Art Advisor	\$ 285
8 th Grade Trip (per night)	\$ 145 per night x 10
Total	\$1,450.00 max.
Environmental Education	\$ 145 per night x 10
(per night) Total	\$1,450.00 max.

ARTICLE XXIV - MENTORING

1. As soon as vacancies are known, they shall be posted for a minimum of ten (10) work days or until the position is filled. Postings shall include the minimal qualifications. A copy of the posting shall be provided to the President of the Association.
2. A teacher shall not be assigned as a mentor if there are qualified volunteers.
3. The Board shall provide training for teachers who serve as mentors. Whenever possible, the training shall be scheduled during the regular workday. The Board shall pay the costs associated with the training of mentors, subject to the approval of the CSA or designee.
4. Mentors shall receive stipends in the amount set by the State of New Jersey provided there is funding from the State of New Jersey to reimburse the Board the full costs of all stipends. Stipends shall be prorated if mentoring less than a full school year

SECTION III - OFFICE PERSONNEL

ARTICLE XXV- SECRETARIAL WORK WEEK/WORKDAY/OVERTIME

Part 1. Work Week

- a. Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to the secretaries and except for such additional holidays as may be granted from time to time to said categories of employees, the regular hours of employment shall be thirty-five (35) hours per week, consisting of five (5) working days, Monday through Friday of eight (8) continuous hours each day including a duty free one (1) hour lunch period.
- b. All lunch periods and coffee breaks assigned to secretaries shall be duty free and with the exception of an emergency, any member of this unit who shall be requested to perform services during the employee's lunch period shall be afforded a duty free lunch period during the same work day.
- c. It is agreed that secretaries shall receive two (2) uninterrupted fifteen (15) minute coffee breaks or rest periods each day, one to be taken in the morning and one to be taken in the afternoon.
- d. It is agreed that working hours will be 8:00 a.m. to 3:00 p.m. including duty free lunch hour, whenever school is not in session.
- e. Office Personnel employees will not be required to report for duty, nor shall any employee suffer any loss of pay, when school is declared closed due to inclement weather.
- f. On days of delayed opening due to inclement weather, secretaries will report to work at the appropriate later time, as per the determined schedule.

Part 2. Work Day

The Supervisor shall determine a work schedule for each employee. Such schedule shall not be changed without prior consultation with the employee or the Association except in cases of an emergency.

Part 3. Overtime

Overtime shall be defined as extra work performed by a secretary and above the regular work hours. All time worked between 36 and 40 hours in one week shall be paid at straight time. For purposes of overtime calculation, sick days, personal days, days granted for funeral leave shall be considered as days worked in excess of 40 hours per week including lunch hours. All other days not listed and days off without pay shall not be considered as days worked.

Overtime rates shall be one and one half (1-1/2) times the employee's regular hourly rate and shall apply when authorized on the following basis:

- a. All time worked in excess of forty (40) hours in one week for which overtime has not been earned.
- b. All time worked on a contracted holiday or Saturday or Sunday.
- c. Management reserves the right to schedule hours based on need evaluation by the CSA. Whenever possible, overtime will be assigned among the employees at the location where the overtime is to take place. To insure proper coverage functions at the schools, the Supervisor in each location shall maintain the right to assign overtime as he/she sees fit. Employees assigned to work the overtime may be excused from it at the discretion of their Supervisor. Overtime assignments shall be made on a rotating basis within each individual building, whenever possible.
- d. In a situation where a secretary works in the position of higher classification secretary for more than four (4) consecutive days, effective day five (5) said employee shall receive per diem pay equal to the higher classification salary retroactive to the first day worked. This stipend shall remain in effect until the consecutive work day pattern is ended.

Part 4. Summer Work Week

Work week and work hours during summer months shall be Monday through Thursday 7:45 a.m. - 3:00 p.m. including a forty five (45) minute duty free lunch and from 8:00 a.m. - 12:00 noon on Friday without lunch. Such summer schedule will be in effect beginning the first week after the close of school and shall end the last week of August.

ARTICLE XXVI – HOLIDAYS

All secretaries shall receive sixteen (16) paid holidays per year, the exact days to be determined by the Administration in forming the yearly school calendar. The employees shall also receive a paid holiday on any day declared a legal holiday in the State or County by the Governor or President and providing the schools are closed on such a day. The school calendar will be made available to the Association as soon as possible after its adoption. Sixteen paid holidays shall include Christmas Eve and the day after Christmas.

ARTICLE XXVII - VACATIONS

Part 1.

By August 1st of each contracted year, the CSA, SBA/BS, or Designee, will supply each secretary with a printout of their Employee Attendance Calendar (number of accrued and new sick, vacation, and personal days) for the new year. All employees of this unit will give a two-week notice, when possible, to their Supervisor of their request for vacation time. If a schedule conflict occurs, then seniority will be used to solve the conflict. No employee will be required to reschedule a vacation period once it has become officially authorized except for a case of clear and obvious emergency as determined by the CSA.

The following vacation schedule, with pay, shall apply to (12) month employees only for the duration of this contract:

New employees with less than one (1) year's service shall receive vacation on a pro-rata basis - 5 days not to be taken until after the 6th month of service.

After one (1) year of service	10 days
After four (4) years of service	15 days
After eight (8) years of service	20 days
After ten (10) years up through fifteen (15) years	1 additional day per year
After fifteen (15) years of service	25 days

When a secretary leaves the employment of the District, they will be entitled to use or get paid at their contractual rate for all accrued vacation time earned as of the date of separation.

Part 2.

Vacations may be taken, at any time during the year, upon the request by the employee and prior approval of the immediate Supervisor and CSA.

Part 3.

Any 12 month secretary covered by this Agreement shall be entitled to receive vacation pay on a regular pay day immediately preceding the employee's scheduled vacation, providing a written request is submitted to the SBA/BS fifteen (15) work days prior.

ARTICLE XXVIII - ABSENCES AND LEAVES

Section 1. Sick Days

Each employee shall be entitled to twelve (12) sick days per year in accordance with statute. Unused sick days shall be accumulated in accordance with N.J.S.A. 18A:30-1 et seq.

Reimbursement for unused sick days shall be provided in the amount of thirty dollars (\$30) per day to those employees who have served at least ten (10) years in the Ringwood School District. The maximum amount per employee shall be \$3,600.00. Upon death, such benefits shall be paid to employee's designated beneficiary.

Section 2. Personal Days and Bereavement Days

This section shall cover short term absences not chargeable to sick days. The provisions for personal days at full pay stated below shall be during one (1) school year and any unused personal days will accrue to sick days for the following year. All days granted must be with prior approval of the CSA or in the absence of the CSA, the SBA/BS. (In the case of several employees choosing the same day, the CSA, SBA/BS, or Designee, may deny some employees the right to take this day.)

1. **Personal Days - Four (4), including but not limited to the categories listed below:**
 - a. Serious illness in the immediate family - Immediate family defined same as noted below under bereavement days.
 - b. Death of other relative or close friend.
 - c. Recognition of religious holiday.
 - d. Court appearance.
 - e. Marriage of employee or marriage in the immediate family.
 - f. Personal business which cannot be handled outside of school time.

No personal days are to be taken on the first or last day of school, or any day immediately preceding or following a holiday period. Exceptions to the above are serious illness in the immediate family, a bona fide religious holiday, court appearance or verifiable emergency.

2. Bereavement Days

- a. An allowance of up to five (5) days leave shall be granted to all secretaries, in the event of the death of immediate family, spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, son/daughter-in-law, grandchildren, or any member of the immediate household. The days do not have to be taken consecutively, but must be taken within one year.
- b. An allowance of up to three (3) consecutive days leave shall be granted to all secretaries in the event of the death of a grandparent or the spouse of a sibling.

Section 3. - N.J.E.A. Convention

Secretaries will have the right to attend the N.J.E.A. Convention with pay, as per Title 18A:31-2.

Section 4. - Leave of Absence

- A. Upon making written application, a secretary may apply for a leave of absence without pay. Such a request shall include the reason and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, upon formal written application to and subject to the approval of the Board. The Board shall retain the right to approve or disapprove all applications. An employee returning from any authorized leave of absence will be reinstated and will retain the seniority held at the time the leave became effective.
- B. As per New Jersey Statute regarding Family Leave Act, an employee is permitted to take a family leave of up to twelve (12) weeks to care for any ill member of family or household.

ARTICLE XXIX - PROMOTIONS AND NEW POSITIONS

Part 1.

In the event that any position or new classification in the field covered by a secretary is opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions:

- a. Notice of all openings shall be posted on the Association bulletin board and notices shall be sent to each employee in this unit.
- b. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included when possible.

- c. All employees in the unit shall have full and equal opportunity to compete for any such positions based on their being able to meet the required qualifications.
- d. It is agreed that in the event the Board decides to create a new classification, eliminate a position, or change the job description of a position within the bargaining unit, proper notification shall be given to the Association and a meeting will be held between the Board and a representative of the Association to discuss the terms, wages and conditions of the new classification. The Board shall have the right to set the beginning salary for the new classification.

Part 2.

All vacancies shall be awarded on the basis of qualification and seniority shall apply where appropriate.

Part 3.

Any new secretary hired for a position that is one of those eligible for membership in the Association shall be employed under probationary status for a three-month period from the date of employment under the same salary and other provisions as for regular employees. At the conclusion of the probationary period, the immediate Supervisor shall make a recommendation to the CSA with respect to offering or not offering a regular contract to the employee. In the event that a regular contract is offered, for purposes of seniority and all other pertinent areas, the date of first employ at the probationary status shall be deemed to be the date of official employment.

ARTICLE XXX - SUSPENSIONS AND DISCIPLINARY ACTIONS

If the Board or an authorized agent of the Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, or the public.

ARTICLE XXXI - EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance shall be regularly evaluated in writing by the secretary's supervisor or the SBA/BS, but not less than once per year. Evaluation reports shall be made openly.

Secretaries shall be rated. If rated unsatisfactory by the Supervisor staff, the staff shall make specific recommendations for improvement and provide assistance to the employee. After a

reasonable time, the employee shall be re-evaluated and receive once again a written evaluation.

Evaluations shall not be placed in the employee's files unless, the secretary has had an opportunity to read the evaluation and sign it. The employee shall acknowledge that the material has been read by signing the last page of the copy to be filed, and initialing all others. Such signature shall merely signify that the material has been read and is not to be construed as agreement or disagreement with its contents. If the employee refuses to sign, the fact shall be noted, dated and witnessed. Employee has the right to make written comments on the evaluation form, or on a separate sheet which will be affixed to the evaluation.

The Board agrees to continue its policy of treating these personal files confidentially.

ARTICLE XXXII - SENIORITY

Seniority is defined as employment based on the length of continuous service with the Board within the unit from the date of hire.

ARTICLE XXXIII – SECRETARIAL SALARY GUIDE

GENERAL SECRETARY ---			
STEP	2009-2010	2010-2011	2011-2012
1	\$31,800	\$32,500	\$34,000
2	\$32,550	\$33,000	\$34,500
3	\$33,400	\$34,460	\$35,960
4	\$34,550	\$35,250	\$36,835
5	\$36,000	\$36,780	\$38,350

PERSONNEL SECRETARY			
STEP	2009-2010	2010-2011	2011-2012
1	\$34,670	\$35,600	\$36,960
2	\$35,275	\$36,300	\$37,900
3	\$36,100	\$36,900	\$38,200
4	\$36,970	\$37,600	\$38,900
5	\$37,700	\$38,480	\$39,815

SECRETARY/BLDG. PRINCIPAL			
STEP	2009-2010	2010-2011	2011-2012
1	\$46,500	\$48,630	\$50,900
2	\$47,300	\$49,400	\$51,700
3	\$48,100	\$50,240	\$52,540
4	\$49,300	\$51,490	\$53,700
5	\$50,600	\$52,830	\$55,115

SECRETARY/VICE PRINCIPAL			
STEP	2009-2010	2010-2011	2011-2012
1	\$36,700	\$38,330	\$40,160
2	\$37,300	\$38,960	\$40,900
3	\$37,900	\$39,600	\$41,500
4	\$39,300	\$41,050	\$43,000
5	\$41,200	\$42,900	\$44,630

SECRETARY/SPECIAL SERVICES			
STEP	2009-2010	2010-2011	2011-2012
1	\$39,100	\$40,840	\$42,840
2	\$39,800	\$41,570	\$43,570
3	\$40,600	\$42,410	\$44,410
4	\$42,000	\$43,870	\$45,870
5	\$43,600	\$45,410	\$47,330

SECRETARY/PAYROLL ---			
STEP	2009-2010	2010-2011	2011-2012
1	\$39,350	\$41,100	\$43,100
2	\$40,000	\$41,780	\$43,780
3	\$40,800	\$42,610	\$44,610
4	\$42,100	\$43,970	\$45,970
5	\$43,800	\$45,610	\$47,580

ARTICLE XXXIV – SECRETARIAL LONGEVITY

Longevity shall be paid after the completion of the following consecutive years:

10 years	\$ 465.00
12 years	\$ 615.00
15 years	\$ 820.00
18 years	\$1,030.00

Longevity will be added to the base salary on July 1st for those individuals whose anniversary date falls between January 2nd and July 1st and on January 1st for those individuals whose anniversary dates fall between July 2nd and December 31st.

ARTICLE XXXV - MISCELLANEOUS

Part 1.

Payroll errors shall be corrected within a reasonable period of time.

Part 2.

The school secretary will not be expected to provide any services normally performed by the school nurse; the secretary will, however, attend to routines established by the nurse, (a) in order to assure the nurse of a duty-free lunch break, and (b) in cases when the nurse is not available because of an emergency.

At no time will a school secretary be expected to provide medical or first-aid service outside of her qualifications. In the absence of the nurse, the secretary will seek immediate qualified help. She will:

- (a) Contact the regular school nurse to return immediately to her office.
- (b) Call a school nurse who is available to the nearest school in the district.
- (c) Call the Ringwood Ambulance Corporation.

Part 3.

The Board shall continue the current practice of paying the cost of educational courses and any other course taken by the employee of this unit that are relevant to their job duties and recommended by their Supervisor and the SBA/BS.

This reimbursement will occur only if the course taken is passed by the employee and upon written proof of same.

The secretaries will be part of at least one (1) of the District Professional Development Days. In-service training will be provided for the secretaries on these days.

Part 4.

The secretaries will not be required to move any large supply orders.

Part 5.

The secretaries will not be responsible for handling any PTA/PTO work with the exception of instruction on handling equipment.

SECTION IV - PARAPROFESSIONALS

ARTICLE XXXVI – WORK YEAR

- A. The work year of paraprofessionals shall be determined by the district calendar as approved by the Board. Appointments shall be made annually as needed by the District.
- B. The Board agrees to the Association's proposal of a two-week notice when an employee is to be terminated or RIFed during the year. (This includes the discretion of the Board to give notice when the need for a paraprofessional no longer exists. For example, if the paraprofessional is assigned to a special education student and that student is either no longer enrolled or no longer requires an aide, notice may be given to terminate the paraprofessional's position.) This may or may not result in the termination of employment.
- C. Full-time special education/classroom/instructional paraprofessionals shall be included for five (5) hours of professional development training on the first day of the work year. The Board shall pay their regular rates of pay for the five (5) hours and the Association shall provide the training.

ARTICLE XXXVII – WORK SCHEDULE

- A. To the extent possible, all employees shall be notified in writing of building assignment, number of hours per week and beginning and ending times prior to August 1st. It is understood that schedules are subject to change.
- B. All employees shall be paid according of the number of hours per week and to the beginning and ending times.
- C. In the event there is an emergency school closing, employees shall be dismissed with students and be paid for their regular workday.
- D. In the event a student is absent who is assigned to a paraprofessional, the paraprofessional will be reassigned by the building principal for that particular day.
- E. Paraprofessionals included in Professional Workshop Days will be paid at their regular hourly rate of pay.
- F. All reasonable efforts will be made to include a daily 20-minute break into the schedules of paraprofessionals who work more than 25 hours per week. It is understood that coverage for breaks will come from other paraprofessionals and shall not cause the hiring of additional employees. Unused daily break time shall not accumulate. Paraprofessionals may not leave school property during breaks without building principal permission.

ARTICLE XXXVIII – EMPLOYMENT PROCEDURES

- A. Employees shall be notified of their contract and salary status for the ensuing year no later than June 10. All reasonable efforts will be made in determining contract status to adhere to seniority. Seniority may not be followed if it is deemed by the administration not to be in the best interest of students. Individual assignments are not subject to the grievance procedure.
- B. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location other than those students assigned to them except in the event of an emergency. In addition, employees shall not be required to drive students. Paraprofessionals shall not be asked to perform clerical duties, unless specifically assigned to do so by the building principal or any other duties as the building principal deems necessary.
- C. All notices of job opportunities within the negotiating unit shall be posted in all work locations at least two (2) weeks before the closing date for applications. A copy of each notice shall be sent to the Association.
- D. All reasonable efforts will be made to provide training to paraprofessionals to meet the needs outlined in the students' IEPs. Such training will be contingent upon available funds and the prior approval of the CSA.

ARTICLE IXL – SICK LEAVE

Paraprofessionals employed five (5) days per week shall receive one (1) sick day, at their part-time rate, for each month of service during each calendar year. Paraprofessionals hired to work less than five (5) days per week shall receive prorated sick days, according to the following schedule:

<u># Of Work Days Per Week</u>	<u># Of Sick Days</u>
4 days, but less than 5 days	8 days
3 days, but less than 4 days	6 days
2 days, but less than 3 days	4 days
1 day, but less than 2 days	2 days

Employees shall be given an accounting of accumulated sick leave no later than December 1 of each school year. Unused sick days will accrue to the following year, with no maximum limit.

ARTICLE XL – PERSONAL LEAVE

All paraprofessionals shall be allowed up to three days, without loss of pay, for personal business during the school year, upon approval of the CSA. These days may accumulate as sick days, at the end of each year.

All personal leaves are subject to the following conditions:

- a. Personal leave shall be limited to urgent legal, family or personal matters which necessitate the paraprofessional's absence on a school day. Personal leave shall not be used for vacation, recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.
- b. Requests for personal leave shall be filed with the CSA at least seven days in advance of the contemplated absence. The Paraprofessional shall state the reason for the request and explain the necessity for the matter to be handled during school hours.
- c. Personal days will not be granted on the first five days of school, or on days immediately preceding or following a scheduled school recess or holiday.
- d. The CSA or designee, shall review each application and approve or disapprove the request.
- e. In an emergency, the CSA, or designee, upon being informed by the Paraprofessional of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in b or c above impose an undue hardship.

ARTICLE XLI – BEREAVEMENT LEAVE

All paraprofessionals will be granted up to four (4) days within seven (7) consecutive days of the date of death in the event of the death(s) in the immediate family (employee's spouse, child, parent, sister/brother, sister/brother-in-law, grandparent, grandchild, mother/father-in-law) or for persons residing within the household for which the employee has a family-like responsibility. These days shall not be accumulated.

ARTICLE XLII – PARAPROFESSIONAL HEALTH BENEFITS

Only those paraprofessionals employed on a full-time basis shall be eligible for medical benefits. Full-time shall be defined as working in excess of thirty (30) hours per week. The level of benefits shall be consistent with those provided to other employees of the Association.

ARTICLE XLIII – PARAPROFESSIONAL SALARIES and GUIDES

A. Salary Schedule

The salary of each Paraprofessional covered by this Agreement is set forth in Schedule as attached hereto and made a part hereof.

B. Method of Payment

1. All Paraprofessionals shall be paid in twenty (20) equal semi-monthly installments.
2. When a payday falls on or during a school holiday, vacation or weekend, Paraprofessionals shall receive their paychecks on the last previous working day. Each Paraprofessional shall receive his/her final pay on his/her last working day in June.

PARAPROFESSIONALS' SALARY GUIDES

Hourly Rates:

STEP	2009 - 2010	2010 - 2011	2011 - 2012
1	\$10.72	\$10.94	\$11.17
2	\$10.82	\$11.04	\$11.28
3	\$10.92	\$11.15	\$11.38
4	\$10.97	\$11.20	\$11.44
5	\$11.18	\$11.41	\$11.65
6	\$11.52	\$11.75	\$12.00
7	\$12.04	\$12.28	\$12.54
8	\$12.51	\$12.76	\$13.03
9	\$13.24	\$13.51	\$13.80
10	\$14.15	\$14.44	\$14.74
11	\$14.68	\$14.98	\$15.30
12	\$15.22	\$15.53	\$15.86

ARTICLE XLIV – PARAPROFESSIONALS’ LONGEVITY

A. Longevity shall be paid as follows:

1. \$250.00 at the conclusion of ten (10) years.
2. Effective July 1, 2005, an additional \$250.00 at the conclusion of fifteen (15) years.

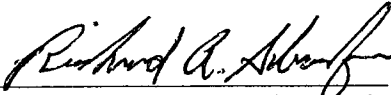
SECTION V - DURATION OF AGREEMENT

ARTICLE XLV – DURATION OF AGREEMENT

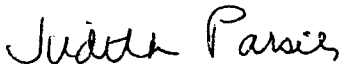
A. Duration Period

This agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of July 1, 2009 and shall continue to remain in full effect until June 30, 2012.

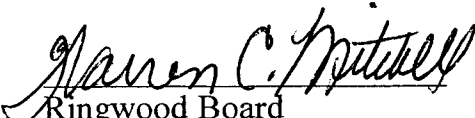
ATTESTED TO AS OF:



President, Ringwood Board
of Education



President, Ringwood
Education Association



Ringwood Board
of Education



Representative, Ringwood
Education Association

Dated: September 21, 2009

Dated: September 17th, 2009