

AGREEMENT

BETWEEN

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

July 1, 2005 – June 30, 2008

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TABLE OF CONTENTS

	<u>Page</u>
CONTRACT INFORMATION -----	1
ARTICLE 1 ---Grievances-----	4
ARTICLE 2 ---Salary Classification Eligibility Requirements -----	7
ARTICLE 3 ---Staff Absence Provisions-----	8
ARTICLE 4 ---Tuition Refund Policy -----	10
ARTICLE 5 ---Health Benefits-----	11
ARTICLE 6 ---Medicare Coverage-----	13
ARTICLE 7 ---Personnel Policies Council-----	13
ARTICLE 8 ---Announcement of Promotion Opportunities -----	14
ARTICLE 9 ---Announcement of Staff Vacancies, Transfers, and Reassignments -----	15
ARTICLE 10---Involuntary Transfer or Reassignment -----	15
ARTICLE 11--- Visitation for Professional Growth-----	16
ARTICLE 12--- Summer School Staffing-----	16
ARTICLE 13--- Summer Employment Pay Rates -----	16
ARTICLE 14--- Calendar -----	16
ARTICLE 15--- Work Year -----	17
ARTICLE 16--- Career Development Program -----	17
ARTICLE 17--- Fair Dismissal-----	18
ARTICLE 18--- Maternity Leaves -----	19
ARTICLE 19--- Ridgewood Education Association Meetings-----	20
ARTICLE 20--- Association Right to Speak -----	21
ARTICLE 21--- Released Time for Ridgewood Education Association President -----	21
ARTICLE 22--- Withholding of Increment -----	21
ARTICLE 23--- Evaluation of Staff -----	21
ARTICLE 24--- Teacher Work Day -----	23
ARTICLE 25--- Pupil Contact Time-----	23
ARTICLE 26--- Field Trips and Conference Coverage -----	24
ARTICLE 27--- Representation Fee -----	24
ARTICLE 28--- Ratios – 2005-2006, 2006-2007, 2007-2008-----	25
ARTICLE 29--- Cocurricular Remuneration -----	25
ARTICLE 30--- Schedule of Extra Compensation for Sports -----	29
ARTICLE 31--- Part-time Certificated Personnel-----	30
ARTICLE 32--- Unused Sick Leave -----	32
ARTICLE 33--- Elementary Conference Periods -----	32
ARTICLE 34--- State-Mandated Mentoring -----	32
ARTICLE 35--- Job Sharing -----	33
SALARY GUIDE 2005-2006 -----	33
SALARY GUIDE 2006-2007 -----	34
SALARY GUIDE 2007-2008 -----	34
INDEX-----	35

PHILOSOPHY

The staff of the Ridgewood Public Schools has a long history of excellent relationships with the Board of Education and the community. The common objectives of creating a climate for learning and for the general welfare of all pupils have been nurtured by mutual respect, trust, and understanding. All have recognized the right and willingness to talk, to share ideas, and to resolve problems and differences. This atmosphere has contributed greatly to the realization of the full potential of the staff.

OBJECTIVE

This Agreement is planned to reinforce as well as to continue the harmonious relationship described above. This Agreement also is intended to comply with the New Jersey Employer-Employee Relations Act, as amended. It is designed to establish the basic framework for negotiations between the Board of Education and the professional staff, leading to agreements on terms and conditions of employment. It shall be referred to as the Negotiation Agreement to distinguish it from other agreements to be negotiated from time to time to cover specific subjects. The latter shall be numbered consecutively and shall become addenda to this Agreement. They shall be recorded in the Index.

RECOGNITION

The negotiating unit to which this Agreement applies consists of all personnel of the Ridgewood School System at any given time for whom certification is required, exclusive of individuals serving in the positions of Superintendent, Assistant Superintendent, Business Administrator, Director of Human Resources, Supervisor of Curriculum and Supervisor of Special Programs, Director of the Community School, all positions covered by the Ridgewood Administrators Association Agreement and any other employees required by their position to hold an administrative or supervisory certificate. The Board of Education hereby recognizes the Ridgewood Education Association as the exclusive representative of this negotiating unit for negotiations concerning the terms and conditions of employment. The negotiating unit additionally includes certificated instructors in the following categories: Bilingual Instruction, Compensatory Education, E.S.E.A. Title I, Home Instruction, Preschool Flow-Thru Physical Therapy, and any other position for which certification is a requirement.

SUPERINTENDENT

The role of the Superintendent in the negotiation procedure is necessarily affected, if not determined, by other roles in which he functions. These other roles include being: (1) Chief Executive Officer of the Ridgewood Public Schools; and (2) a responsible and responsive educational leader who involves the total staff, through multiple channels, in educational decision-making.

In the negotiation procedure, the Superintendent should exercise independent judgment to assist all parties in arriving at reasoned decisions.

GENERAL

The Board of Education and the Ridgewood Education Association are referred to respectively as "the Board" and "the Association."

Both parties will conduct all negotiations in good faith.

The Board shall give to the Association 30 days' notice of any proposed changes in its Policy Manual.

There shall be no discrimination against any staff member with respect to affiliation or nonaffiliation with the Association.

NEGOTIATIONS

By "negotiations" is meant, for the purpose of this Agreement, a process participated in by the duly designated representatives of the Board and the Association, which is intended to provide an orderly method for reaching agreements on terms and conditions of employment.

By "terms and conditions of employment" is meant matters which the Board and the Association agree are within the purview of this Negotiations Agreement.

A negotiating session is a meeting called for the purpose of negotiation under this Agreement.

References to the Superintendent include his deputy as designated from time to time.

Negotiations shall be conducted according to the following provisions:

A. Requests for Negotiating Sessions:

1. A negotiating session shall be initiated when either the Board or the Association delivers a written request for such a session to the Superintendent.
2. A request for a negotiating session shall include a brief statement of the matter or matters to be negotiated.
3. Upon receipt of such a request, the Superintendent shall prepare and transmit copies to each member of the negotiating panels.
4. The Superintendent shall, by consultation with each of the parties, set a mutually agreeable date, time, and place for the requested negotiation sessions as well as for subsequent sessions until the matter is disposed of.
5. The first negotiating session shall be held on a date not more than 15 days after receipt by the Superintendent of the request for the session. But if such a date is not mutually agreed upon by both sides, the Superintendent, on his own motion, shall set the date not later than 20 days after such receipt.

B. Conduct of Negotiating Sessions:

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

C. Conclusion of Negotiating Sessions:

1. If tentative agreement is reached at a negotiating session, it shall be expressed in writing and shall be submitted to the Board and the Association; if approved by both of them, it shall go into effect according to its terms; and thereupon the negotiations initiated by the initial request shall be terminated.
2. Either party may declare an impasse.
3. Upon the declaration of an impasse, the party declaring the impasse shall report the same to the Public Employment Relations Commission and shall, under the authority of this Negotiations Agreement, request the services of the Commission to resolve the impasse.

DURATION OF AGREEMENT

This Agreement shall go into effect on July 1, 2005, and shall expire on June 30, 2008. It shall be renegotiated prior to its expiry by use of the negotiation procedures provided in this Agreement, but if neither side requests a negotiation session for this purpose at least one month prior to the expiry date, the Superintendent shall set a date for such session.

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

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

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

THE RIDGEWOOD BOARD OF EDUCATION

BY _____
Mark Bombace, President

THE RIDGEWOOD EDUCATION ASSOCIATION

BY _____
Maria Cannon, President

John G. Carr, Chief Negotiator

Dated: _____

ARTICLE 1

GRIEVANCES

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

Principles

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

Procedures

- A. Each staff member represented by the Association shall be entitled to be heard concerning any matter in which he or she feels aggrieved in the employer-employee relationship. An individual staff member must present the grievance to the immediate supervisor within 30 days of the event which caused the staff member to feel aggrieved. In unusual circumstances, the 30-day limitation may be waived, and the waiver shall not be unreasonably withheld.

- B. In the case of an individual staff member, such difference shall be presented in the first instance to his or her immediate supervisor in administrative channels. In the case of two or more staff members feeling so aggrieved, such difference shall be presented in the first instance to the administrator at the lowest level which shall be common to all such members. The immediate supervisor or administrator 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 a staff member's immediate supervisor or administrator, the steps outlined in the paragraphs below shall be followed. In an unusual case, a staff member and/or the supervisor may have representation, provided the representative(s) are mutually agreed upon.
- C. If the grievance is not settled satisfactorily after the initial presentation, a staff member may file a written grievance within ten (10) school days of the decision rendered as a result of the initial presentation. The written grievance shall be filed with the administrator or immediate supervisor of the staff member. It shall be in writing on the approved forms and shall include the following information:
1. The name and position 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 alleged to have caused the grievance.
 5. A general statement of the redress sought by the aggrieved party/ parties.

Within ten (10) school days of the filing of the written grievance, the administrator or immediate supervisor 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. The administrator shall have the right to have a representative of individual choice at the formal hearing. Such representative shall also have the opportunity to be heard. The administrator hearing the grievance shall issue a written decision on the grievance within ten (10) school days of the hearing.

- D. If the grievance is not resolved at the conference or the staff member(s) is not satisfied with the written decision, an appeal may be made by the grievant to the Superintendent of Schools. Such appeal must be filed with the Superintendent of Schools within ten (10) school days of receipt of the decision under paragraph (C) and shall be in writing on the appropriate form and shall state the reasons for the appeal. Within ten (10) school days of the receipt of the appeal, the Superintendent and/or his designee shall schedule and hold a hearing with the staff member(s) and/or Association representative(s) in an attempt to resolve the grievance. If the grievance is resolved, the resolution shall be stated in writing and signed by the staff member(s) and the Superintendent of Schools. If no resolution is reached, the Superintendent shall issue his written decision on the grievance within ten (10) school days of the hearing.
- E. If the Association feels that the professional staff as a whole is aggrieved in any matter, it may present the matter directly to the Superintendent of Schools. A group grievance by the Association must be presented to the Superintendent of Schools within thirty (30) days of the event which caused the Association to feel aggrieved. In unusual circumstances, the 30-day limitation may be waived, and the waiver shall not be unreasonably withheld. Within twenty (20) school days, the Superintendent will respond to the grievance by issuing a written decision to the Association. Failure on the Superintendent's part to respond within twenty 20 school days will automatically move the grievance to Level F.
- F. If the individual staff member(s) or, in the case of a group grievance, the Association, is not satisfied with the disposition of the grievance by the Superintendent of Schools, an appeal to the Board of Education may be made within ten (10) school days after receipt of the Superintendent's written decision. In the instance of an appeal, the Superintendent shall make all the necessary arrangements. The appeal shall be in writing, shall state the reasons for the appeal, and shall contain the written decisions rendered at the lower levels. The

individual or group shall have the right to be accompanied by a representative or representatives, who shall have the right to be heard. Within ten (10) school days of receipt of the appeal, the Board shall schedule a hearing on the grievance. The Board or its designee or designees shall render a decision in writing within twenty (20) school days of a hearing. In unusual circumstances this time limit may be waived by mutual agreement, and the waiver shall not be unreasonably withheld.

- G. An Association representative shall be present to voice the Association's opinion or viewpoint on the issues of any appeal which involves charges against the Association. Any teacher submitting a grievance may choose to have an Association representative present as an observer or as a grievant's representative.
- H. If a grievance relating to the interpretation, application, or violation of the terms of any formal written agreement between the Board and the Association or of formal Board policies which affect the terms and conditions of employment of the party claiming to be aggrieved cannot be resolved to the satisfaction of both parties, binding arbitration shall go into effect.

If the Association wishes review by an arbitrator for a grievance, it shall so notify the Board through the Superintendent within ten (10) days of the Board's decision, except in case of a grievance involving any of the following points:

- 1. Any matter for which a method of review is provided by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
 - 2. A complaint of a nontenured teacher that arises by reason of his or her not being reemployed.
 - 3. A complaint by any teacher occasioned by appointment to or lack of appointment to, or retention in or lack of retention in, any position for which tenure is either not possible or not required.
- I. The following procedure will be used to secure the services of an arbitrator:
 - 1. A request will be made to the Public Employment Relations Commission (P.E.R.C.) by the aggrieved party to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - 2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the P.E.R.C. to submit a second roster of names.
 - 3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the P.E.R.C. may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of the P.E.R.C. in the selection of an arbitrator.
 - a. The arbitrator so selected shall confer with the representative of the Board and the Association, shall hold hearings promptly, and shall issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, he/she shall issue a decision not later than twenty (20) days from the date on which the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted.
 - b. Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by the parties of interest and their designated or selected representatives.
 - c. The parties shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared, each party paying one-half.
 - J. Any of the time limits specified may be altered by mutual agreement.

- K. In the instances of appeals either to the Superintendent or Board, any professional staff member or members, whether or not they are members of the Association, may request that representatives of the grievant's choosing accompany the individual or group at such appeal. Such representatives shall also have the opportunity to be heard.
- L. 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.
- M. Nothing in the grievance procedure is meant to be prejudicial to the Association's existing right under law to take matters to the Commissioner of Education.
- N. Forms for filing grievances, serving notice, taking appeals, making recommendations, and other necessary documents shall be prepared by the Superintendent, subject to the approval of the Board and the Association, and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

ARTICLE 2

SALARY CLASSIFICATION ELIGIBILITY REQUIREMENTS

<u>Salary Class</u>	<u>Eligibility Requirements</u>
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Class I	Bachelor's Degree.
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Class IIE	Bachelor's Degree plus 30 graduate credits, or Bachelor's degree plus 21 graduate credits and 9 approved in-service credits.
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Class II	Master's Degree. (Placement shall be limited to individuals who have been awarded a Master's degree at an accredited college or university.)
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Class III	Master's Degree plus 30 approved graduate credits. (Graduate credits earned prior to the award of the Master's Degree may be used to qualify for Class III if approved by the Superintendent.)
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Nine (9) approved in-service credits may be applied in lieu of 9 graduate credits in moving from Class II to Class III.

Class IV	Three alternatives available:
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1. Attainment of Class III status plus 15 graduate credits earned after the Master's Degree was secured and a minimum of 6 years' teaching experience; or
2. Attainment of Class III status plus 15 graduate credits (9 of which may be approved in-service credits); or
3.
 - a. Attainment of Class III status
 - b. Minimum of 6 years' teaching experience - 2 of which must be in Ridgewood.
 - c. Successful completion of 6 approved graduate credits after attaining Class III in courses designed to improve teaching techniques or knowledge in the subject field.

- d. Successful completion of an extensive independent study project designed to enhance classroom performance, school or individual effectiveness, or contribute to overall school district program effectiveness.
- e. Evidence of good to superior classroom work based upon previous evaluations and evaluations in the year in which the application is filed.
- f. Application for Class IV status and a complete study plan must be submitted to the staff member's immediate supervisor by July 1 of the year preceding the anticipated entry into Class IV.
- g. Study plans must be approved by the Principal or Director and Superintendent prior to instituting the plan.
- h. All requirements must be successfully completed by September 1 of the year staff members wish to enter this classification.
- i. If a staff member who has taken this option for entrance into Class IV does not quality or discontinues his/her program, he/she may continue efforts under any eligibility option.

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

Class V Earned Doctorate Degree.

ARTICLE 3

STAFF ABSENCE PROVISIONS

A. Sick Leave

New professional staff members under contract for the first time in Ridgewood receive up to ten (10) days of sick leave during their first five months of service.

An unlimited number of fully compensated days for illness or approved medical care, in accordance with need, is allowed all professional staff members under contract after five months of service. Prolonged absence, beyond those sick leave days accrued in accordance with state law (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 a staff member to return to work within a reasonable period. In unusual cases of chronic absenteeism or where the possibility of an extended multiyear absence exists, the Superintendent will review the details with the Board and make a recommendation concerning the status of the employee.

Summer school staff receives up to five- (5) days absence for personal illness, but the substitute's compensation shall be deducted from the employee's salary.

Summer workshop staff will be required to make up all workdays lost due to absence, subject to the approval of the project supervisor. Absences which are not made up will be subject to full salary deduction.

B. Death in Immediate Family or Household

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.

Additional leave may be granted at the discretion of the Superintendent. For purposes of definition regarding absence, the immediate family includes: husband, wife, child, father, mother, brother, sister, grandfather, grandmother, relatives by marriage in the same degree of relationship, those serving the staff member in loco parentis, or any relative whose actual household at the time is also the household of the absentee.

C. Serious Injury or Illness in the Family

Absence due to a serious injury or illness in the immediate family shall be fully compensated up to two (2) full days to enable the staff member to make arrangements for the essential security of the family. Additional leave with full pay, less the amount of the prevailing daily substitute pay rate, may be granted at the discretion of the Superintendent.

D. Performance of Legal Responsibilities

Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted, providing a letter confirming purpose of such leave from a sheriff, court, or United States attorney, depending upon jurisdiction, is filed with the Superintendent of Schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

Leave for acquiescing to a court, or other valid subpoena, may be allowed without loss of pay, dependent upon circumstances and at the discretion of the Superintendent.

E. Personal Business

Personal business is defined as a leave used for any reason except recreation, rest, recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided in this Agreement. A staff member shall have available, each school year, three (3) personal business days, without reason or loss of pay, but with the prior approval of the Superintendent or his representative. Personal days may be denied based on the staffing needs of the district. Staff requesting two (2) or more consecutive personal days must provide a reason which conforms to the definition referred to above.

No personal business day 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; however, staff members may apply for one exception per year to this restriction for good cause subject to the sole discretion of the Superintendent. In addition, exceptions may be made based on a bona fide emergency the reason for which could not have been known in advance. These exceptions are also made at the sole discretion of the Superintendent. Verification may be requested. All requests for absence for personal business shall be submitted on the appropriate forms by the staff member to the Superintendent.

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

Unused personal days convert to sick days, but may not be cashed in upon retirement under Article 32.

Procedures

A request for absence form (pink form) must be completed by the employee, in duplicate, and submitted to the Principal or the person to whom the employee is responsible. The Principal or Division Head indicates his/her recommendation and forwards the request to the Superintendent or designee for consideration. Following action, one copy of the form is returned to the applicant.

The white Request for Absence forms is submitted when requesting time off for attendance at conferences or other school business.

Most personal business can normally be anticipated in advance and therefore the pink sheet can be filled out and forwarded to the main office. However, there are times when, because of an emergency, a telephone request for personal business will be considered. However, individual employees who are granted personal leave as a result of a telephone conversation will need to fill out the pink form immediately upon return to work.

ARTICLE 4

TUITION REFUND POLICY

Upon completion of graduate course work with a grade of B or better, the Board will fully reimburse all professional employees covered by this Agreement for tuition and fees up to \$1,500 for 2005-2006; \$1,750 for 2006-07, and \$2,000 for 2007-08 for courses approved by the Superintendent, including coursework for National Teacher Certification, prior to course registration subject to a maximum total payment of \$150,000. However, if the total maximum payment in 2006-07 exceeds \$140,000, the Board agrees to meet with the Association to negotiate an increase for 2007-08.

Teachers who have achieved National Teacher Certification shall be fully reimbursed for all tuition costs associated with obtaining the certification.

For purposes of calculating payments and total maximum payment, the tuition year runs from July 1 to June 30. To receive reimbursement, these courses must be given under the auspices of an accredited college at the graduate level, and official transcripts must be presented upon completion. Payments will be made on a first come, first-pay basis.

The Board will make every effort to ensure that tuition payment will be made no later than two (2) months following completion of the course and submission of the evidence required above.

Therapists and nurses will be eligible to apply for tuition reimbursement for continuing education courses, as approved by the Superintendent prior to course registration and subject to the maximum payments as outlined above. The courses must be given under the auspices of a national or state professional organization recognized for the purpose of conducting continuing education programs. Language in paragraph 2 above also applies to these reimbursements. Continuing education courses cannot be used toward credit for guide movement. Any reimbursement for continuing education courses will be paid under the annual individual and CAP amounts referenced above.

ARTICLE 5

HEALTH BENEFITS

Medical

For eligible nontenured employees

All eligible new enrollees will be subject to a two month-delay prior to implementation of health coverage.

For eligible nontenured employees, the Board will pay one hundred (100) percent of single premium cost of a health insurance major medical plan providing for a level of benefits equal to that described in Horizon Blue Cross Blue Shield of New Jersey Proposed Bluecard PPO Benefits Ridgewood B.O.E., dated November 11, 2002.

For eligible dependent coverage (up to age 23 for dependent children) under the same plan referenced in paragraph 2, the employee must contribute 4.7% of premium cost which must be paid through payroll deductions.

Once an employee receives tenure, he/she may opt to enroll in the Traditional Indemnity Plan. A general notice will be provided each year pertaining to employees' ability to change plans, if eligible.

Purchase up to Traditional Indemnity Plan: Eligible, nontenured employees, may choose to enroll in the Traditional Indemnity Plan subject to applicable restrictions; however, they must pay the difference in cost between the P.P.O. and the Traditional Indemnity Plan premiums, plus family contribution, if applicable. Payments must be through payroll deductions.

For eligible tenured employees

The Board will pay one hundred (100) percent of single premium for a health insurance/major medical plan providing for a level of benefits equal to or better than described in Group CIGNA Insurance Plan, Board of Education of the Township of Ridgewood, Revised, December 1990.

For dependents of eligible tenured employees: (to age 23 for dependent child). The employee must contribute 4.7% of the premium cost which must be paid through payroll deductions.

During open enrollment period, eligible tenured employees may opt to enroll in the PPO Blue Card Plan subject to plan restrictions. For single coverage, the Board will pay one hundred (100) percent of single premium cost. For dependent coverage (to age 23 for dependent child), the employee must pay 4.7% of the premium cost of the P.P.O. Payment must be made through payroll deductions.

Part-time employees - .5 time and over hired on or after July 1, 1996, will receive a prorated share of health benefits applicable to them (e.g. for a sixty (60) percent employee, the district will pay sixty (60) percent of the premiums, minus the family contribution which the employee must pay). The family contribution will be in the same dollar amount as paid by full-time teachers. If an employee is under .5 time, the employee will not receive any health benefits. New part-time employees will also be enrolled in a P.P.O. (Blue Card P.P.O. or equal) and may opt to enroll in the Traditional Indemnity Plan upon tenure, but after tenure, health benefits will still be prorated.

Employees hired before July 1, 1996, who had benefits and subsequently convert to part-time (.5 time and over) will not be affected by this provision.

If the percentage of contract certificated, part-time employees, excluding Basic Skills Instructors, English-as-a-Second Language, Gifted and Talented Instructors, and Supplemental Instructors in the district exceeds seventeen (17) percent, the parties will reopen negotiations on the issue of proration of benefits for new part-time employees. Job share positions will not be considered in the part-time calculation.

Regardless of date of hire, part-time employees under fifty (50) percent are not entitled to receive health benefits.

Health Insurance Waiver

Full-time employees who can show proof of health coverage by a spouse, who is not employed by the district, may elect to waive health insurance coverage in return for a payment of \$1,800 (one thousand eight hundred dollars). Payment will be made in each year coverage is waived. Waiver is based on a calendar year, January to December. Employees may request, in writing, to resume health coverage in the event of an emergency which resulted in loss of out-of-district coverage, e.g., death of a spouse or a spouse's termination of employment. Prior to the resumption of coverage, employees must refund the \$1,800 to the district on a prorated basis.

Employees requesting waiver must file the appropriate form no later than December 1 of each year.

Waiver payment shall be made on or before December 30 each year.

Dental

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

The Board will pay full coverage for a comprehensive dental plan for eligible employees providing for a level of benefits equal to or better than described in the CIGNA Dental Group Insurance Plan, Revised 1990.

A comprehensive dental plan shall be provided for all eligible employees and their dependents. The plan provides for the payment of eighty (80) percent of all reasonable and customary charges for basic services, and fifty (50) percent of all major restorations to a maximum of \$1,000 per year. In 2004-2005, the maximum amount will be \$1,150 per year. There is a \$50 deductible.

Employees may elect to enroll in Horizon Total Care Dental. The district will pay premiums for this plan not to exceed the amount paid for the Traditional Dental Plan. Enrollees in the Horizon Total Care Dental must remain in that plan at least one year and are subject to all plan restrictions.

The parties agree to implement a silent Dental P.P.O. (Dental Option Plan). Out-of-network services will continue to be paid on a reasonable and customary basis (see CIGNA reference). The P.P.O. (Dental Option Plan) will not result in a diminution of benefits or employees incurring additional out-of-pocket expense in relation to the dental plan in effect in 2001-2002 as described in paragraph 2 above.

Part-time employees, .5 time and over, hired on or after July 1, 1996: the Board will pay a prorata share of dental benefits in an amount equal to the time the employee works.

Part-time employees under .5 time are not entitled to dental benefits.

Retired Employees

Retired Board employees and their dependents shall be included in the health insurance/major medical or dental plans at the employee's expense and option. Dependents of deceased employees will be allowed to remain as members of the Ridgewood group medical and dental plan at their expense and option as long as they qualify as dependents.

COBRA

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

Changes in Plan

At any time during the term of this contract, both parties may consider any changes in health insurance that are mutually beneficial.

In all other respects, current practice, and language regarding health insurance, including the two-month enrollment delay shall remain in effect.

ARTICLE 6

MEDICARE COVERAGE

The Board will assume the premium cost of Medicare insurance for all active eligible employees age 65 and over who elects 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 7

PERSONNEL POLICIES COUNCIL

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

Purposes

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

Membership

- A. Each elementary school will elect one member from its professional staff.
- B. Each middle school will elect two members from its professional staff.
- C. Ridgewood High School will elect two members from its professional staff.
- D. The central office will elect two members who are not members of the Ridgewood Administrators Association.

- E. The Ridgewood Administrators Association will elect two members.
- F. The Ridgewood Education Association will elect two members.
- G. One member of the Personnel Policies Council shall serve on the Principal's Advisory Council. In the event that a school has more than one Personnel Policies Council member, the member will be elected by the faculty of that school.
- H. The Superintendent of Schools shall serve as chairman but as a non-voting member of the Personnel Policies Council so that he will be able to serve as an independent adviser to both the staff and the Board of Education.

Guidelines

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

ARTICLE 8

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 listed in Article 30 or 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.

The notice shall list the requirements for the vacancy or promotion, salary information, and the closing date for application. In addition, each building principal shall bring to the staff's attention the announcement of each promotional vacancy.

- D. 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 Director of Human Resources prior to the close of school in June. Notices of a vacancy shall be sent as far in advance as practicable, and a copy shall be sent to the home address of the Association president.

- E. In the event that an acting position is created, the aforementioned procedures may be waived for a period not to exceed four (4) months.

ARTICLE 9

ANNOUNCEMENT OF STAFF VACANCIES, VOLUNTARY TRANSFERS, AND REASSIGNMENTS

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

ARTICLE 10

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

ARTICLE 11

VISITATION FOR PROFESSIONAL GROWTH

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

ARTICLE 12

SUMMER SCHOOL STAFFING

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 teaching assignments shall be finalized by the administration as soon as possible. Wherever possible, staff members shall be given three-(3) days' notice regarding any change in subject matter assignments before the start of the Summer School program.

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

ARTICLE 13

SUMMER EMPLOYMENT PAY RATES

Salary for employees who work during the summer months in a professional capacity shall be at the following rates:

- A. Staff members below the M.A. maximum will have their salaries calculated at 9% of their salary. Staff members at or above the M.A. maximum shall have their salaries calculated on the basis of the M.A. maximum.
- B. Payment for Elementary Summer School will be prorated for hours worked based on the formula in paragraph A of this Article.
- C. Employees performing summer curriculum and/or other than instructional work, or work of a similar nature, shall be compensated at the rate of 0.003 times the B.A. maximum salary for the prior year for each six hours of employment.

ARTICLE 14

CALENDAR

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

ARTICLE 15

WORK YEAR

The work year for certificated personnel of the Ridgewood Public Schools consists of one hundred and eighty (180) days minimum for pupil instruction, and a maximum number of days for pupil instruction of 182, and a maximum number of teacher workdays of 188. New teacher orientation shall be three (3) days unpaid, in addition to the 188 days.

If school is closed due to emergency, then pupil days will be reduced on a one-to-one basis to a minimum of one hundred and eighty days (180) required by state law. Thereafter make-up days will be scheduled.

The total work year for certified personnel is one hundred eighty-seven (7) days which consists of one hundred eighty-two (182) student days maximum and four (4) days for professional development, plus one other teacher workday. Two (2) of the five (5) professional development days will consist of activities that will be used toward the fulfillment of the state continuing education requirement.

Holidays, N.J.E.A. convention days, or the school recesses for Thanksgiving, Christmas, Winter Recess, and Spring Recess as presently established shall not be designated as staff development days. No more than two (2) consecutive days may be designated as staff development days.

ARTICLE 16

CAREER DEVELOPMENT PROGRAM

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

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

ARTICLE 17

FAIR DISMISSAL

On or before May 15 of each year, the Superintendent shall notify each nontenured professional staff member continuously employed since the preceding September 30 by either:

- A. A written offer of employment for the next succeeding school year, or
- B. A written notice that such employment shall not be offered.

Any nontenured teacher who receives a notice of termination 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 receipt of such request.
3. Any nontenured employee 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. 6:3-1.20) which provides a procedure for an informal appearance before the Board.

ARTICLE 18

MATERNITY LEAVES

A. Application

1. Requests from teachers for leave of absence due to disability caused by pregnancy, child rearing, or preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Superintendent.
2. At least ninety (90) days prior to the expected leave, an application must be completed and returned to the Director of Human Resources.
3. Employees 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 teacher may apply to the Board of Education as provided above for a disability leave of absence and shall be granted the leave. The leave comes from accumulated sick days. The leave dates shall be supported by a physician's certificate, which shall allow for disability twenty (20) work days immediately before and twenty (20) work days immediately after the anticipated date of birth.
2. A pregnant 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.
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 teacher examined by its own physician at the Board's expense. If a dispute arises between the report of the employee's physician and the report of the Board's physician, the opinion of a third physician mutually agreeable to the other two physicians may be obtained. The opinion of the third physician shall be final and binding upon all parties.

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

1. Extended leaves for preparation for childbirth, child rearing, or adoption shall run from their commencement date until the end of that school year. Employees 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 teacher adopting a child shall receive a leave similar to a child-rearing leave, which shall commence upon his/her receiving de facto custody of said child, or earlier if necessary to fulfill the requirement for the adoption.

D. Rules of General Applicability Under This Article

1. A nontenured teacher shall only be entitled to a leave up to the expiration of her/his contract. A nontenured teacher shall not be denied reemployment on the basis that she is pregnant or that he/she is on leave.
2. A pregnant teacher may be relieved from duty because her work performance has noticeably declined, she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all teachers under Title 18A. Where a teacher 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 employee's request. No pregnant teacher may be relieved from teaching duties solely because she is pregnant or because her pregnancy has reached a specific number of months.
3. Eligible employees 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 employee will be placed on the appropriate level of the existing salary guide. An increment on the next year's salary guide will be allowed employees who have accumulated at least one hundred (100) days or five (5) 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 employee is qualified, although not necessarily to the same position, building, or grade level.
7. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Ridgewood School District in the area of her certification or competence.
8. The entitlement to utilize sick leave days for maternity purposes as set forth in this Article shall be exclusive and in no event shall such utilization be permissible under Article 3A of this Agreement.
9. A child-rearing leave shall be available on an identical basis to members of both sexes. When a husband and wife both work in the district, each may take a child-rearing leave under the conditions described above, except that both employees may not be on leave at the same time.
10. The Board will provide employees at least two (2) weeks notification in cases where health benefits are due to terminate.

ARTICLE 19

RIDGEWOOD EDUCATION ASSOCIATION MEETINGS

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

ARTICLE 20

ASSOCIATION RIGHT TO SPEAK

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

ARTICLE 21

RELEASED TIME FOR RIDGEWOOD EDUCATION ASSOCIATION PRESIDENT

For the duration of this Agreement, the Board will permit the Association president to devote no more than one-third of his/her time to Association business. By June 1 of each contract year, the Association agrees to reimburse the Board an amount which is equal to one-half the amount of released time provided, based on the Class II maximum plus no more than one-half of the released time cost of the benefits paid by the Board for the president.

It is understood that the actual time specified for Association business will be regularly scheduled during the school day and year on a basis acceptable to the Board. The released time schedule for the school year will be determined by July 1.

In the event a new president must be chosen, a new released time schedule will be renegotiated.

ARTICLE 22

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 annual summary evaluation immediately following the withholding of an increment, the Superintendent, with Board approval, may restore the individual to the position on the guide the person would have had if the increment had not been withheld. Upon completion of two (2) consecutive satisfactory evaluations immediately following the withholding of an increment, the Superintendent, with Board approval, shall restore the individual to the position on the guide the person would have had if the increment had not been withheld.

ARTICLE 23

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 classroom performance, relationships with students, staff, and parents, contributions to the school's instructional program, ability to communicate effectively, and staff member's potential for growth.
- C. The purpose of evaluation, as indicated in N.J.A.C., 6:3-4.1 and 6:3-4.3, shall be to:
 - provide a basis for the review of performance
 - improve student learning and growth
 - improve teaching skills
 - promote and recognize professional excellence
 - improve the quality of instruction
 - provide a basis for recommendations regarding employment

- improve professional competency
 - extend assistance for correction of deficiencies
 - identify deficiencies
- D. For nontenured teaching staff members, the evaluation shall include a minimum of three (3) formal classroom observations and other observations as deemed appropriate by the supervisor. For nontenured staff whose duties are not solely in the classroom, a minimum of three (3) conferences related to job performance and growth shall occur. For all nontenured 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 teaching 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 in the classroom, 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 classroom 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 in the classroom. 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. Classroom observations occurring on the same day shall constitute one (1) formal observation. No formal observation shall occur prior to the post observation conference unless mutually agreed to by the primary evaluator and the staff member.
- H. Observation conferences shall occur within fifteen (15) school days of the observation unless prevented by extended absence of the teacher or the supervisor, or unless extended by the mutual consent of the teacher and the supervisor. The conference shall be held within the school day or at a mutually agreed upon time.
- I. Prior to a decision on contract renewal for nontenured 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 records 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 teaches in more than one (1) department, shall be a person designated by the Superintendent no later than October 15. This person shall recommend to the Superintendent the granting or denial of tenure or the withholding of an increment.
- 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 of increment, as provided for in Article 23.

ARTICLE 24

TEACHER WORK DAY

The length of the required teaching work day for classroom teachers shall not exceed seven (7) hours and thirty-five (35) minutes, including preparation and duty-free time. This does not include activities such as faculty, department, and grade-level meetings; back-to-school nights; parent conferences; and the like. For the purposes of this Article, "Classroom Teachers" shall not include persons on ratio.

. Workday for occupational therapists and physical therapists shall be seven hours thirty-five minutes, one half hour lunch, and two fifteen (15) minute breaks to be scheduled by the principal.

ARTICLE 25

PUPIL CONTACT TIME

Pupil contact time is defined as the number of minutes of scheduled class periods to which a teacher is assigned classroom instruction and/or supervisory duties. It specifically excludes homeroom and the fifteen (15) minutes before and thirty (30) minutes after school (Period 9 at the high school). The pupil contact time for classroom teachers assigned to the high school and the middle schools shall not exceed 1,380 minutes per week, averaged over the school year. For the purposes of this Article, "Classroom Teachers" shall not include persons on ratio.

Elementary teachers shall be entitled to a daily lunch period of forty-five (45) minutes (no assignments other than current practice).

Whenever the minimum preparation/conference time is not provided for reasons other than the exceptions listed in this Article, the teacher affected shall be compensated for said time on the basis of a pro rata share of the current per diem substitute's pay. Exceptions to preparation/conference time at the elementary and secondary levels shall be:

1. Early dismissal days
2. Parent conference days
3. Shortened days
4. Field trips
5. Conference attendance or visitation
6. Special assembly programs
7. Schedule adjustments made for field days or other activities
8. Conferences with supervisors (one-day notice)
9. Sudden illness or inadequate notice of absence by staff

During a normal five-day school week, the existing minimums of preparation/conference time will be provided for full-time staff as designated by each category listed:

Teachers

Kindergarten	100 minutes per session
Grade 1	170 minutes per week
Grade 2	170 minutes per week
Grade 3	180 minutes per week
Grade 4	195 minutes per week
Grade 5	195 minutes per week
Nurse/Teacher:	
Elementary -	150 minutes per week (on call)
Middle School -	1 period per day (on call)
Nurse (no classes)	No period
Speech Therapists -	150 minutes per week

Special Ed.	-	Middle and High Schools - 1 period per day
	-	Elementary (self-contained) 170 minutes per week
Art	-	Elementary - 215 minutes per week
	-	Middle and High Schools - 1 period per day
Physical Ed.	-	Elementary - 165 minutes per week
Health	-	Middle and High Schools - 1 period per day
Music	-	Elementary - 200 minutes per week
	-	Middle and High Schools - 1 period per day
Teaching Librarians	-	Elementary - 225 minutes (on call)
	-	Middle and High Schools - 1 period per day (on call)
Educational Specialists		
Elementary World Language Teachers		150 minutes per week

ARTICLE 26

FIELD TRIPS AND CONFERENCE COVERAGE

Whenever a request has been approved for a field trip or conference, the central office or a designated administrator shall secure a substitute if, in the sole discretion of the administration, it is determined to be necessary. A substitute may be another employee in the building.

No teacher/school employee should be required to transport students to and from school-related activities in their private vehicle.

The Association and the Board recognize that overnight field trips enhance the education experience for all students. Therefore, teachers are encouraged to participate in overnight field trips. However, it is also recognized that a teacher's choice not to attend an overnight field trip is appropriate and will therefore be honored.

Employees performing duties on overnight trips will be compensated at the rate of \$200.00 per night.

ARTICLE 27

REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the State each year.

C. Deduction and Transmission of Fee

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

D. Termination of Employment

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

E. Mechanics

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

ARTICLE 28

RATIOS - 2005-2006, 2006-2007, and 2007-2008

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

Guidance Counselor (High School)	1.07
Learning Disabilities Teacher/Consultant	1.05
Psychologist and Social Worker	1.05
Guidance Counselor and Teacher (Middle School)	1.07
Coordinator of Nurse/Teachers	1.07
Coordinator of Computer Education (2)	1.07
Grade Administrators (High School)	1.08
Computer Resource (Middle School)	1.04 on B.A. Maximum

ARTICLE 29

COCURRICULAR REMUNERATION

Prior to June 1 of each year, a committee composed of the Association's President and Chief Negotiator, the Director of Human Resources, the high school principal, the Dean of Students, and a middle school administrator will meet to review existing activities, propose new activities, delete existing activities and consider any proposed stipend change for the succeeding school year. Adjustments are subject to Board and Association Delegate Assembly approval.

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
After-School Recreation (per hour)-	\$ 31.38	\$ 32.79	\$ 34.27
Workshop Rate	\$ 41.66	\$ 43.54	\$ 45.50

Contracts for cocurricular activities shall be given to employees within two months of approval by the Board of Education.

Category 1	<u>Name of Activity</u>	<u>Ratio*</u>
	<u>High School</u>	
	CAPS (Computer Aids)	.008
	Chinese Club & Chess Team	.008
	Choraliers	.008
	Entrepreneurs Club	.008
	Film Club	.008
	Finance Club	.008
	French Club	.008
	German Club	.008
	Latin Club	.008
	Near East Culture Club	.008
	Ninth Grade Math Team	.008
	Performance Club	.008
	RHS Vocal	.008
	S.A.D.D.	.008
	Science Competitions	.008
	Self Defense Club	.008
	Spanish Club	.008
	Stock Market Game	.008
	<u>Middle Schools</u>	
	Acting Club (GW)	.008
	Computer Club (BF)	.008
	Craft Club (BF)	.008
	Latin Club	.008
	Fashion Club (BF)	.008
	Flute Ensemble (BF)	.008
	French Club	.008
	Percussion Ensemble	.008
	Performance Art Club (BF)	.008
	Spanish Club	.008

* Ratio is applied to B.A. Maximum.

Category 2	<u>Name of Activity</u>	<u>Ratio*</u>
	<u>High School</u>	
	Academic Decathlon Assistant	.014
	Biology Club	.014
	Biology Academic Team I	.014
	Biology Academic Team II	.014
	Chemistry Academic Team I	.014
	Chemistry Academic Team II	.014
	Chess Club	.014
	Computer Academic Team	.014
	Cultural Club	.014
	Drama Set Construction (4)	.014
	Jazz Band II	.014
	Math Club	.014
	Math Academic Team	.014
	Performance Club	.014
	Physics Club	.014
	Physics Academic Team I	.014
	Physics Academic Team II	.014
	Refreshment Stand	.014
	Students for Environmental Action	.014
	TriM-Honor	.014
	School Newspaper	.014
	<u>Middle Schools</u>	
	Computer Club	.014
	Literary Magazine	.014
	Newspaper	.014
	Radio Station (BF)	.014
	Ski Club	.014
	Musical - Set Design	.021
	Musical - Stage Manager (BF)	.021
	Musical - Pit Orchestra (BF)	.021

* Ratio is applied to B.A. Maximum.

	<u>Name of Activity</u>	<u>Ratio*</u>
Category 3	<u>High School</u>	
	Adventure Leadership Peer Support	.028
	Adventure Opportunity Peer Support	.028
	Color Guard (Winter)	.028
	DECA	.028
	Drama Art Design	.028
	Drama Director (4)	.028
	Frisbee	.028
	Jazz Band I	.028
	Literary Magazine	.028
	Madrigal Singers	.028
	Mock Trial Team	.028
	Model UN	.028
	National Art Honor Society	.028
	National Honor Society	.028
	Peer Counselors Serv. Org.	.028
	Percussion Ensemble	.028
	Political Science Club	.028
	Project Interact	.028
	Quiz Bowl	.028
	School Newspaper	.028
	T.V. Club	.028
	Twirlers (Winter)	.028
	Color Guard (Winter)	.028
	<u>Middle Schools</u>	
	Jazz Machine (BF)	.028
	Musical - Director	.028
	Musical - Assistant (GW)	.028
	Show Stoppers (BF)	.028
	Student Council (2) (BF)	.028
Yearbook	.028	
Category 4	<u>High School</u>	
	Cheerleaders, Football	.042
	Marching Band - Drill Design	.042
	Marching Band – Pit Percussion	.042
	March Band – Field Percussion	.042
	Marching Band – Brass	.042
	Marching Band - Rifle/Flag	.042
	Marching Band - Twirlers	.042
	Marching Band - Asst. Dir.	.042
	Project Interact	.042
	Ski Club	.042
Category 5	<u>High School</u>	
	Debate Team Assistant	.056
	Exchange Coordinator	.056
	<u>Middle Schools</u>	
Student Council (GW)	.056	
(Total for Three)		
Category 6	<u>High School</u>	
	Debate Team	.070
	Drama Musical Assistants	
(Total for Four)	.070	
Category 7	<u>High School</u>	
	Marching Band Director	.084
	Yearbook	.084
	Drama – New Players	7x2

* Ratio is applied to B.A. Maximum.

ARTICLE 30

SCHEDULE OF EXTRA COMPENSATION FOR SPORTS
FOR 2005-2006, 2006-2007, and 2007-2008

<u>SPORT</u>	<u>ASSIGNMENT</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Football	Head Coach	.115	.120	.125	.130
	Assistant Coach	.070	.075	.080	.085
Basketball	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Wrestling	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Swimming	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Baseball	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Softball	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Track & Field	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Soccer	Head Coach	.079	.084	.089	.094
	Assistant Coach	.049	.054	.059	.064
Volleyball	Head Coach	.079	.084	.089	.094
	Assistant Coach	.049	.054	.059	.064
Lacrosse	Head Coach	.080	.085	.090	.095
	Assistant Coach	.050	.055	.060	.065
Gymnastics	Head Coach	.079	.084	.089	.094
	Assistant Coach	.049	.054	.059	.064
Indoor Track	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Cross Country	Head Coach	.065	.070	.075	.080
	Assistant Coach	.045	.050	.055	.060
Golf	Head Coach	.050	.055	.060	.065
Tennis	Head Coach	.062	.067	.072	.077
	Assistant Coach	.045	.050	.055	.060
Ice Hockey	Head Coach	.095	.100	.105	.110
	Assistant Coach	.055	.060	.065	.070
Bowling	Head Coach	.050	.055	.060	.065
Athletic Trainer		.080	.085	.090	.095

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

ARTICLE 31

PART-TIME CERTIFICATED PERSONNEL

A. Part-time Certificated Personnel: Basic Skills Instructor, English-as-a-Second Language Teacher, Gifted and Talented Instructor, and Supplemental Instructor, are covered under the following Articles of this Agreement:

- Article 1 - Principles and Grievance Procedures
- Article 4 - Tuition Refund Policy (as outlined below)

Approved courses for the purpose of this Article shall be limited to courses at the graduate level in Special Education, Educational Psychology, Learning Disabilities, and Reading, as approved by the Superintendent. The maximum amount to be reimbursed for tuition and fees shall be \$415.00.

- Article 7 - Personnel Policies Council
- Article 8 - Announcement of Promotional Opportunities
- Article 9A - Announcement of Staff Vacancies
- Article 11 - Visitation for Professional Growth
- Article 12 - Summer School Staffing
- Article 13 - Summer Employment Pay Rates
- Article 14 - Calendar
- Article 19 - R.E.A. Meetings
- Article 20 - Association Right to Speak
- Article 21 - Released Time for R.E.A. President
- Article 26 - Field Trips and Conference Coverage
- Article 27 - Representation Fee
- Article 28 - Ratios for 2005-2006, 2006-2007; and 2007-2008
- Article 29 - Cocurricular Remuneration
- Article 30 - Schedule of Extra Compensation for Sports
- Article 31 - Part-time Certificated Personnel

Members included under this section shall be increased to twenty (20) hours per week and shall be eligible for health benefits. Members who wish to obtain health benefits under this section shall pay the full premium cost as that which the Board pays for the same coverage.

Basic Skills Instructors, English-as-a-Second Language Teachers, Gifted and Talented Instructors, and Supplemental Instructors shall accumulate sick days on a prorata basis as required by law and will be paid for emergency days up to a maximum of three (3) days per school year when schools are officially closed.

Basic Skills Instructors, English-as-a-second Language Teachers, Gifted and Talented Instructors, and Supplemental Instructors will be paid twice a month.

Part-time certificated personnel shall be offered the opportunity to buy (at existing group rates) any and all present and future fringe benefit programs, where permitted.

Part-time teachers shall begin and end their days at times assigned by the principal. Their schedule shall be within a single block of time wherever possible. If student(s) to whom a teacher is assigned are not present during scheduled hours, that teacher will be assigned alternate responsibilities by his or her supervisor and compensated at his or her regular rate.

Part-time teachers shall be invited to attend districtwide professional days. Those who attend shall be paid at their regular per diem rate.

Title 18A statutes are applicable to this category of employees to the extent permitted by law.

Personal Business Day

Employees covered under this Article are entitled to one (1) personal business day without reason.

Personal business day is defined as a leave used for any reason except recreation, rest, recuperation, any venture resulting in remuneration for services rendered. Part-time employees shall have available, each school year, one (1) personal business day, without reason or loss of pay, but with the prior approval of the Superintendent or his representative. Personal days may be denied based on staffing needs of the district.

No personal business day 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; however, staff members may apply for one exception per year to this restriction subject to the sole discretion of the Superintendent. In addition, exceptions may be made based on a bona fide emergency the reason for which could not have been known in advance. These exceptions are also made at the sole discretion of the Superintendent. Verification may be requested. All requests for absence for personal business shall be submitted on the appropriate forms by the staff member to the Superintendent.

B. Salary Scale (Hourly Rates)

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Step 1	\$29.93	\$31.27	\$32.68
Step 2	\$31.33	\$32.74	\$34.21
Step 3	\$32.01	\$33.45	\$34.95
Step 4*	\$32.88	\$34.36	\$35.90
Step 5	\$33.83	\$35.35	\$36.94
Step 6	\$36.28	\$37.91	\$39.61
Step L**	\$37.20	\$38.87	\$40.62

* Instructional staff with Master's degree and one year of satisfactory participation in the program shall be placed on Step 4.

** Staff with 10 years or more of Ridgewood service are eligible. To be eligible for payment, the staff members must have ten years completed as of September 30.

C. ESL and Homebound Instruction (Hourly Rates)

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
<u>Bachelors Degree</u>	\$45.48	\$47.53	\$49.57
	\$46.23*	\$48.31*	\$49.67*
<u>Masters Degree</u>	\$46.38	\$48.47	\$50.65
	\$47.13*	\$49.25*	\$51.47*

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

D. Renewal of Employment

Reemployment is contingent upon the needs of the system.

Each instructor covered by this Article shall, prior to the end of the school year, receive either:

1. A statement recommending advancement on the salary guide or
2. A statement of reasons for not recommending either reemployment or advancement on the salary guide.

E. Lunchroom Coverage

		<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1st Year	Session	\$20.25	\$21.16	\$22.11
2nd Year	Session	\$21.78	\$22.76	\$23.78
3rd Year	Session	\$23.64	\$24.70	\$25.81

ARTICLE 32

UNUSED SICK LEAVE

Staff members who have twenty (20) or more years of Ridgewood service and who have used less than forty (40) percent of the total number of sick days earned, shall be paid for accumulated sick days upon retirement (except converted unused personal days) at the rate of 35.00 per day. Sick days used during a disability due to maternity leave will not be counted against the total amount of days used. Unused sick time shall be paid at the rate of \$35/day, with the existing formula. Upon written request, the Board shall direct any monies due under this provision to the employee's established 403b district account.

If the State of New Jersey provides a retirement option for teachers and the Board of Education adopts such plan, the employee may elect either, but not both, of these plans.

ARTICLE 33

ELEMENTARY CONFERENCE PERIODS

This Article refers to formal parent-teacher conferences held once per year. Payment for holding parent conferences outside the school day will be paid at \$400.00.

In addition, for Kindergarten-Grade 2 only, portfolio spring conferences will be paid at \$400.00.

ARTICLE 34

STATE-MANDATED MENTORING

The Ridgewood Public Schools shall abide by all State-mandated regulations and work within all State guidelines regarding provisionally certified teachers, their support services, and their mentor teachers.

Mentors shall be paid at the current workshop rate for participation in any orientation/training sessions related to mentoring.

All staff shall be notified of available positions and encouraged to apply. Applicants shall file a letter of interest with the principal. Principals shall recommend mentors to the Superintendent for approval by the Board of Education.

The stipend paid by the provisional, certificated teachers to the mentor teachers shall be \$605.00.

ARTICLE 35

JOB SHARING

Job sharing is regulated by Board policy and decisions on job sharing are not subject to grievance or advisory arbitration as provided for in Article 1.

All employees sharing a job are entitled to a prorata share of health and dental benefits in an amount equal to the percentage of time they are sharing a job. The balance of the premium due must be paid by the employee through payroll deductions.

In addition, employees sharing a job and electing family coverage will be required to pay the premium costs for the family portion of the health plan in an amount equal that of full-time employees.

New employees hired on or after July 1, 1996, who share a job, are entitled to a prorated share of health benefits in the district' officially designated P.P.O. and will also be responsible for premium costs for family coverage in an amount equal to that of full-time employees. Dental benefits will also be prorated.

PROFESSIONAL SALARY GUIDE FOR 2005-2006

Class	(1)	(2E)	(2)	(3)	(4)	(5)
Step	BA	BA +30	MA	MA + 30	MA + 45	Dr.
1	43,890	45,810	46,610	49,740		
2	45,450	47,610	48,600	52,070		
3	46,900	49,360	*50,350	54,190	*55,930	*57,610
4	48,490	51,230	*52,270	*56,390	*58,160	*59,850
5	50,210	53,150	*54,310	*58,600	*60,400	*62,090
6	51,900	55,080	*56,300	*60,780	*62,640	*64,310
7	53,600	57,090	*58,380	*63,070	*64,930	*66,590
8	55,360	59,170	*60,500	*65,370	*67,280	*68,950
9	57,120	61,240	62,590	*67,760	*69,670	*71,340
10	58,990	63,340	64,700	*70,120	*72,080	*73,860
11	61,090	65,440	66,820	*72,470	*74,490	*76,430
12	63,410	67,760	69,170	*75,080	*77,200	*79,110
13	67,250	71,480	71,790	*77,970	*80,100	*81,820
14	70,180	75,200	76,180	*83,030	*85,140	*86,360
15	74,290	78,100	79,480	*86,760	*88,880	*92,310
16		82,360	84,140	*92,010	*94,160	*94,780
17						*98,890

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

- National Teacher Certification, add \$250
- Longevity Stipend: Years of service with Ridgewood Public Schools effective September 1, 2005:
 - \$1,400 per teacher with 20 years of service ; \$1,500 per teacher with 25 years of service

PROFESSIONAL SALARY GUIDE FOR 2006-2007

Class	(1)	(2E)	(2)	(3)	(4)	(5)
Step	BA	BA +30	MA	MA + 30	MA + 45	Dr.
1	45,610	47,530	48,330	51,460		
2	47,170	49,330	50,320	53,790		
3	48,620	51,080	*52,070	55,910	*57,650	*59,330
4	50,210	52,950	*53,990	*58,110	*59,880	*61,570
5	51,930	54,870	*56,030	*60,320	*62,120	*63,810
6	53,620	56,800	*58,020	*62,500	*64,360	*66,030
7	55,320	58,810	*60,100	*64,790	*66,650	*68,310
8	57,080	60,890	*62,220	*67,090	*69,000	*70,670
9	58,840	62,960	64,310	*69,480	*71,390	*73,060
10	60,710	65,060	66,420	*71,840	*73,800	*75,580
11	62,810	67,160	68,540	*74,190	*76,210	*78,150
12	65,130	69,480	70,890	*76,800	*78,920	*80,830
13	68,970	73,200	73,510	*79,690	*81,820	*83,540
14	72,180	76,920	77,900	*84,750	*86,860	*88,080
15	76,290	80,100	81,480	*88,760	*90,880	*94,030
16		84,360	86,140	*94,010	*96,160	*96,780
17						*100,890

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

- National Teacher Certification, add \$250
- Longevity Stipend: Years of service with Ridgewood Public Schools effective September 1, 2006:
 - \$1,400 per teacher with 20 years of service; \$1,500 per teacher with 25 years of service

PROFESSIONAL SALARY GUIDE FOR 2007-2008

Class	(1)	(2E)	(2)	(3)	(4)	(5)
Step	BA	BA +30	MA	MA + 30	MA + 45	Dr.
1	47,640	49,560	50,360	53,490		
2	49,200	51,360	52,350	55,820		
3	50,650	53,110	*54,100	57,940	*59,680	*61,360
4	52,240	54,980	*56,020	*60,140	*61,910	*63,600
5	53,960	56,900	*58,060	*62,350	*64,150	*65,840
6	55,650	58,830	*60,050	*64,530	*66,390	*68,060
7	57,350	60,840	*62,130	*66,820	*68,680	*70,340
8	59,110	62,920	*64,250	*69,120	*71,030	*72,700
9	60,870	64,990	66,340	*71,510	*73,420	*75,090
10	62,740	67,090	68,450	*73,870	*75,830	*77,610
11	64,840	69,190	70,570	*76,220	*78,240	*80,180
12	67,160	71,510	72,920	*78,830	*80,950	*82,860
13	71,000	75,230	75,540	*81,720	*83,850	*85,570
14	74,180	78,950	79,930	*86,780	*88,890	*90,110
15	78,290	82,100	83,480	*90,760	*92,880	*96,060
16		86,360	88,140	*96,010	*98,160	*98,780
17						*102,890

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

- National Teacher Certification, add \$250
- Longevity Stipend: Years of service with Ridgewood Public Schools effective September 1, 2007:
 - \$1,400 per teacher with 20 years of service; \$1,500 per teacher with 25 years of service

INDEX

Page

Absence Provisions, Staff, Article 3-----	8
Calendar, Article 14 -----	16
Career Development Program (Sabbatical), Article 16-----	17
Certificated Personnel, Part-Time, Article 31-----	30
Cocurricular Remuneration, Article 29 -----	25
Contract, General Information -----	1
Elementary Conference Periods, Article 33 -----	32
Evaluation of Staff, Article 23 -----	21
Fair Dismissal, Article 17-----	18
Field Trips and Conference, Coverage, Article 26 -----	24
Grievances, Article 1 -----	4
Health Benefits (Medical and Dental) Article 5 -----	11
Job Sharing, Article 35-----	33
Maternity Leaves, Article 18 -----	19
Medicare Coverage, Article 6 -----	13
Meetings, Ridgewood Education Association, Article 19-----	20
Mentoring, State-Mandated, Article 34 -----	32
Personnel Policies Council, Article 7 -----	13
President of R.E.A., Released Time, Article 21 -----	21
Professional Growth, Visitation for, Article 11-----	16
Promotional Opportunities, Announcement of, Article 8 -----	14
Pupil Contact Time, Article 25-----	23
Ratios - 2005-2006, 2006-2007, 2007-2008, Article 28-----	25
Representation Fee, Article 27 -----	24
Right to Speak, Association , Article 20-----	21
Salary Classification Eligibility Requirements, Article 2 -----	7
Salary Guide 2005-2006 -----	33
Salary Guide 2006-2007 -----	34
Salary Guide 2007-2008 -----	32
Sick Leave, Unused, Article 32 -----	32
Sports, Schedule of Extra Compensation for , Article 30 -----	29
Staff Vacancies, Voluntary Transfers, and Reassignments, Announcement of, Article 9 -----	15
Summer Employment Pay Rates, Article 13 -----	16
Summer School Staffing, Article 12 -----	16
Transfer or Reassignment, Involuntary, Article 10-----	15
Tuition Refund Policy, Article 4-----	10
Withholding of Increment, Article 22-----	21
Work Day, Teacher, Article 24 -----	23
Work Year, Article 15-----	17