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AGREEMENT  
BETWEEN THE  
RIDGEFIELD PARK  
BOARD OF EDUCATION  
AND THE  
RIDGEFIELD PARK  
EDUCATION ASSOCIATION

JULY 1, 1972 ----- JUNE 30, 1974

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AGREEMENT

Made this 1st day of July 1972 by and between the BOARD OF EDUCATION OF THE VILLAGE OF RIDGEFIELD PARK hereinafter referred to as the, "BOARD," and the RIDGEFIELD PARK EDUCATION ASSOCIATION hereinafter referred to as the, "ASSOCIATION."

In consideration of the following mutual covenants it is hereby agreed by and between the parties as follows:

TEACHERS' SECTION

ARTICLE I  
Recognition

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all employees including:

- Classroom Teachers
- Custodians and Matrons
- Guidance Counselors
- Home Instruction Teachers
- Learning Disabilities Specialists
- Librarians
- Nurses
- Reading Consultants
- Remediation Teachers
- Secretaries (subject to the exclusions hereinafter set forth)
- Social Workers
- Special Education Teachers
- Speech Therapists
- Substitute Teachers (salaries only)
- Supplemental Instructors
- Department Chairmen

BUT EXCLUDING:

- Assistant to the Superintendent
- Director of Athletics
- Director of Student Personnel Services
- Principals
- Psychologist
- Vice Principals
- Secretary to the Superintendent,
- Secretary to the Board Secretary and Secretary-Typist-Bookkeeper in the Board Office unless and until the Public Employment Relations Commission or the courts decide that said employees are a proper part of the, "inclusion unit."

B. Unless otherwise indicated, the term, "employees," when used in the Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined and reference to male employees shall include female employees.

## ARTICLE II

### Negotiation of Successor Agreement

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15, of the calendar year preceding the calendar year in which this Agreement or parts of this Agreement expire. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Association and be adopted by the Board.

B. This Agreement shall not be modified in whole or in part by either of the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### Administration of Contract

Representatives of the Board and of the Association shall meet twice annually and at the request of either party, at such additional times as the parties shall agree upon, for the purpose of reviewing the administration of this Agreement and to resolve problems that might arise, which meetings, however, are not intended to bypass the Grievance Procedure hereinafter provided for.

Each party shall submit to the other, at least three (3) days prior to such meetings, an agenda or agendas covering the matters they wish to discuss.

All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed to between the parties. Said meetings shall be limited to discussions relative to the administration of the contract.

ARTICLE IV  
Grievance Procedure

The Grievance Procedure shall be that set forth in Schedule A, which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length.

ARTICLE V  
Board Rights

The Board retains and reserves unto itself, without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, by the decisions of the courts of the United States and of the State of New Jersey, or the Commissioner of Education and the State Board of Education of the State of New Jersey, and by the rules and regulations of the State Board of Education of the State of New Jersey.

ARTICLE VI  
Association Rights

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

B. The Association shall be given the privilege to address new teachers at orientation concerning their professional organizations.

C. The Association and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings provided, however, that the use of said building for meetings purposes shall not conflict with other school activities that may be pending and, provided further, that the use of said buildings by the Associations and its representatives shall not entail any additional expense to the Board.

Whenever the Association or its representatives propose to use school buildings, approval for said use shall be sought of the principal of the building in question as far in advance as possible. The Association and its members shall not have the privilege to use said buildings without approval of the principal first being obtained, which consent, however, shall not be unreasonably withheld.

D. The Association shall be allowed to install a telephone at its own expense in a place designated by its president with the prior approval of his building principal. All expenses attributable to said telephone shall be paid by the Association.

E. The Association shall be permitted to use school typewriters, mimeograph machines, or other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. In the event, while said equipment is being used by the Association, any damage should occur thereto by reason of negligence of the Association and/or its members, then and in such event, the Association shall pay to the Board the cost of repairing such damage.

The Association shall furnish its own supplies incident to the use of said equipment and shall pay for any repairs necessitated as a result of negligence in such use.

F. There shall be made available to the Association in each school building, a bulletin board for the exclusive use of the Association, which bulletin board shall be housed in the faculty lounge of each building.

G. The Association shall have the right to use the inter-school mail facilities but only in connection with Association business and excluding the use of said facilities for a general distribution. The Association shall also have the right to use the school mail boxes in connection with its business.

#### ARTICLE VII Teacher Rights

A. Teachers shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced or reprimanded by virtue of their exercise of any or all of such rights.

B. Whenever any teacher is required to appear before the superintendent, supervisor, the Board or any committee or member thereof concerning any matter which could adversely affect the status of that teacher in the system, he shall be given adequate prior notice of the specific purpose of such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

The provisions of the above paragraph relative to the interview and the representation to which a teacher is declared to be entitled during said interview, shall not, however, be deemed to apply in cases involving non-tenure teachers where the purpose of said interview is to discuss the question as to whether or not said teacher will be offered a contract of reemployment in the Ridgefield Park School System.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Ridgefield Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without approval of the teacher.

#### ARTICLE VIII Personal and Academic Freedom

A. The personal life of a teacher is not an appropriate concern for the attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the work day.

B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal laws.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Ridgefield Park School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.



ARTICLE IX  
Teacher Employment

Teachers with previous teaching experience in the Ridgefield Park School District shall upon returning to the system receive full credit for previously unused sick leave days provided said teacher returns to the system within three years.

ARTICLE X  
Procedure Dealing with  
Non-Tenure Employees

On or before April 1st, of each year, the Board shall give to each non-tenure employee continuously employed since the preceding September 1st, either:

A. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or,

B. A written notice that such employment shall not be offered.

ARTICLE XI  
Teacher Work Year

A. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one-hundred and eighty four (184) days.

B. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

C. The School Calendar for 1972-1973 shall be set forth in Schedule C, which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length. Changes in the School Calendar will be made only after the suggestions of the Association have been sought and seriously considered.

ARTICLE XII  
Teaching Hours and Load

A. Arrival time for all teachers shall be 8:15 A.M. and normally departure time shall be 3:30 P.M.

The in-school work day shall not go beyond 4:00 P.M. except in an emergency and may be shortened at the sole discretion of the principal.

B. One o'clock sessions shall be held prior to Thanksgiving and Christmas vacation periods, on the day of back to school night, and on the day of high school graduation a one o'clock session will be held in the high school.

C. Teachers participation in field trips which extend beyond the teacher's in-school workday shall be voluntary.

D. Teachers may be required to attend no more than one (1) evening assignment or meeting each school year without additional compensation.

E. Employees shall have a daily, duty-free lunch period of at least the following lengths:

- 1. K-grade 1                    1 hour & 15 minutes
- 2. Grade 2-grade 6        1 hour & 5 minutes
- 3. Grade 7-grade 8            40 minutes
- 4. High school                    25 minutes
- 5. Guidance                    1 hour commencing between the hours of 11:00 A.M. and 1:00 P.M.

Employees may leave the building without requesting permission during their duty-free lunch period.

F. When a special teacher must change buildings it shall be done during lunch periods only. Except on a one o'clock session day.

G. Elementary teachers without a scheduled professional period shall not be required to teach continuously on a one o'clock session day.

H. The daily teaching load in the high school shall be at least four (4) and not more than five (5) teaching periods, and shall not exceed six (6) periods of pupil contact per day.

High school teachers shall not be required to have more than a total of three (3) teaching preparations.

I. The weekly teaching load in grades K-8 shall include at least three (3) professional periods.

J. Department Heads shall not be assigned to more than twenty (20) periods of student contact per week, and in the case of the science chairman not more than twenty-one (21) per week.

K. The practice of using a regular teacher as a substitute, thereby depriving him of his professional period, is undesirable and shall be discouraged.

Whenever proper notification of a teacher's absence has been given and a regular substitute has not been obtained, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, teachers may be assigned to serve as substitutes. Such volunteers and assigned teacher shall be paid at the rate of ten (10) cents per minute for covering said classes.

Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

Said compensation shall not be deemed to apply in cases where a teacher either arrives late or leaves early for emergency reason.

#### ARTICLE XIII Teacher Assignment

A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than June 15.

B. The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The superintendent shall give notice of assignments to new teachers as soon as practicable.

C. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 15, the Association and any teacher affected shall be notified promptly in writing within one week of the making of such decision.

D. In order to assure that pupils are taught by teachers working within their areas of competence teachers shall not be assigned outside the scope of their teaching certificates and/or major or minor fields of study.

E. Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten (10) cents per mile for all driving done between arrival at the first location at the beginning of their work day, and departure from their last location. Said reimbursement shall be made only in connection with the performance of their duties.

ARTICLE XIV  
Voluntary and Involuntary  
Transfers and Reassignments

A. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

As soon as practicable, and in no case later than June 1, the superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

B. In the determination of requests for voluntary reassignments and/or transfers the wishes of the individual employee shall be honored, upon the recommendation of the superintendent and approval of the Board, to the extent that the transfer or reassignment does not conflict with the instructional requirements and best interests of the school system.

C. Notice of an involuntary transfer or reassignment shall be given to the employee as far in advance as practicable. In the case of teachers, except in an emergency situation, notice shall be given not later than April 30.

ARTICLE XV  
Promotions and Vacancies

A. All vacancies in existing or newly created positions shall be publicized by the superintendent or his agent.

B. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.

C. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the positions for which they desire to apply, and a self-addressed, stamped envelope. The superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the superintendent shall within the same time period, post a list of known promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the President and the faculty representatives of the Association.

D. The Board agrees to give due consideration to the professional background and attainments of all applicants and all other relevant factors. In filling such vacancies, whenever possible, preference shall be given to the qualified teachers already employed by the Board.

E. The parties to this Agreement covenant and agree that the responsibility for filling any and all positions is that of the Board and the determination of the Board in connection with the filling of any and all positions shall be conclusive, final and binding on the parties and the actions of the Board shall not be subject to the Grievance Procedure in connection with the filling of any publicized positions or promotions.

ARTICLE XVI  
Professional Development and  
Educational Improvement

A. When a teacher's attendance is required and/or requested by the administration to take regular credit courses, then the Board will pay the full cost of tuition.

B. When a teacher requests approval of graduate courses to be taken, the Board will pay fifty (50) percent of the tuition cost for such courses which are directly or indirectly related to the teacher's work, provided said courses have been previously approved by the Superintendent.

C. The Board will pay reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, in service training sessions or other sessions which may have been recommended by the superintendent and approved by the Board. Automobile expenses shall be reimbursed at the rate of ten (10) cents per mile.

D. The Board will cooperate with the Association in arranging professional days, in-service training courses, workshops, conferences and programs designed to improve the quality of instruction. Such programs shall not conflict with the normal school day except with Board approval.

ARTICLE XVII  
Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

A written summary regarding the general contents of a teacher's personal file shall be made available to that teacher upon request.

B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction or by department heads within their department.

C. A teacher shall be given a copy of a class visit or evaluation report prepared by his evaluators at least one (1) day before any mandatory conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. He shall be required to sign his completed evaluation form but such signature shall not be construed to constitute an agreement with or approval of the evaluation. An appropriate space shall be provided on the

D. Non-tenure teachers shall be evaluated at least three (3) times each year; the first not later than November 15, and the last not later than April 1. Replacement teachers employed after April 1 shall be evaluated within thirty (30) days of employment.

Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, observations and of discussions with any and all supervisory personnel who come into contact with the teacher in a supervisory capacity. Such reports shall be addressed to the teacher and shall be written in a narrative form and include, when pertinent:

1. Strengths of the teacher as evidenced during the period since the previous report.
2. Weaknesses of the teacher as evidenced during the period since the previous report.
3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. In no event shall any evaluation report of a non-tenure teacher be subject to the Grievance Procedure.

#### ARTICLE XVIII Class Size

The Ridgefield Park Board of Education and the Ridgefield Park Education Association express their mutual concern for the reaching of a realistic pupil-teacher ratio in the Ridgefield Park School District.

While both the Board and the Association realize that it is impossible at this time to set a maximum limit on the size of classes, they seek as a goal: the largest possible professional staff to student ratio commensurate with budgeting and plant limitations, and good educational practices.

Every attempt within physical and transportation limitations will be made to equalize class and teacher loads in the Ridgefield Park School District.

Both parties will continue to discuss the matter in all of its complexities, but with the recognition of the inability of the Board at this time to guarantee the maximum number of students in a particular class or group of classes. To this end the Instructional Council shall investigate in depth the problems of class-size and pupil, teacher ratios. To aid the Instructional Council in its study the Board will supply it with a detailed report of the class size and teacher loads in the Ridgefield Park Schools by November 1, 1970. The Instructional Council will study in particular those classes which appear to be disproportionately large. The Instructional Council shall report its findings to both parties by December 1, 1970.

#### ARTICLE XIX Specialists

The Ridgefield Park Board of Education and The Ridgefield Park Education Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Therefore by January 1, 1971, the Instructional Council shall consider the size of the specialist staff necessary for the Ridgefield Park school District, their duties and their functions. The Instructional Council shall report its findings to the Board and the Association by February 1, 1971, as the recommendations of the Council to meet the educational requirements of the Ridgefield Park School District.

#### ARTICLE XX Classroom Control and Discipline

A. Each building principal shall develop a procedure for his school for the maintainance of classroom control and discipline of students in terms of the particular needs and organizational structure of that building.

B. When, in the judgement of the teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he will so inform his principal or immediate superior. The principal or immediate superior will arrange as soon as possible for a conference with himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

When the situation warrants, the parent shall be notified and requested to appear at such conferences necessary to solve the problem.



ARTICLE XXI  
Sick Leave

A. All employees shall be entitled to fifteen (15) sick leave days per year which shall be cumulative.

B. Employees shall present, when requested by the superintendent or his agent, a doctor's certificate in cases of absence due to personal illness of (5) or more consecutive days.

ARTICLE XXII  
Personal Leave

A. An allowance of up to four (4) days leave at full pay shall be granted to all employees in instances of death in the immediate family. Immediate family shall be considered: father, mother, spouse, child, brother, sister, or any member of the immediate household.

B. An allowance of one (1) day leave at full pay shall be granted to all employees in instances of death of other relatives or close friends provided, however, that the superintendent shall approve such request.

C. An allowance of up to and including five (5) days leave, per school year at full pay, shall be granted to all employees, with prior approval of the superintendent, for business of the following nature: legal, business, family or religious matters which require absence during school hours. Applications to the employee's principal or immediate superior for personal leave shall be made at least five days before the taking of such leave except in cases of emergency.

D. Nothing contained herein shall be deemed to limit the right of the Board to grant personal leave with pay to employees in such instances as may be determined by the Board to warrant making such payments.

ARTICLE XXIII  
Extended Leaves of Absence

A. An employee shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and such leave shall be granted. The employee may elect the leave to become effective immediately or whenever she chooses upon advice of her physician. Maternity leave shall normally be for one year. At the request of the teacher, it may, however, be shortened or lengthened upon recommendation of the Superintendent of Schools and approval of the Board of Education, to allow the teacher to return at the beginning of a school year.

B. Upon the recommendation of the superintendent and approval of the Board a leave of absence without pay of up to two (2) years may be granted to tenure teachers only who join the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fullbright Scholarship.

C. Upon the recommendation of the superintendent and approval of the Board, a tenure teacher will be granted a leave of absence without pay for up to one (1) year for fulfilling graduate work projects requirements, provided said teacher agrees to return to the system for a period of one (1) year following said leave.

D. A military leave without pay will be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge provided, however, that this paragraph shall not be deemed to apply in the case of an enlistment where the period of said enlistment is extended by the employee.

E. Upon the approval of the Board, a leave of absence without pay of up to two (2) years may be granted for the purpose of caring for a sick member of the employee's immediate family.

F. Other leaves of absence without pay may be granted by the Board at its discretion.

G. All extensions or renewals of leaves shall be applied for in writing and if granted shall be granted in writing.

H. When a teacher has been granted a leave of absence he shall not be penalized by having taken away from him any benefits earned by him up to the time of his entry on his leave of absence. Upon returning from leave of absence granted pursuant to Sections C or D of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

#### ARTICLE XXIV Sabbatical Leaves

A sabbatical leave will be granted to two (2) eligible teachers by the Board for study purposes, including study in another area of specialization, subject however, to the following conditions:

a. Provided there are sufficient qualified applicants and provided further, that the applicant seeking permission to take sabbatical leave can be spared by the Board during the year when application for said leave is made.

b. Ordinarily requests for sabbatical leave must be received by the superintendent in writing in such form as may mutually be agreed upon by the Association and the superintendent, no later than March 1st in any one year, and action shall be taken on all such requests by no later than April 30th of the school year preceding that school year for which the sabbatical is requested.

c. The teachers requesting sabbatical leave shall be required to state, among other things, the following:

- (1) The purpose of the leave;
- (2) The program to be followed by the teacher on leave;
- (3) A statement of the benefits the teacher believes will accrue to the system by reason of having such leave approved;
- (4) An agreement on the part of the teacher that upon completion of the sabbatical leave said teacher will return to the Ridgfield Park School System for a period of at least two years following the completion of the sabbatical leave.

d. In connection with the determination as to which teacher or teachers shall be granted sabbatical leave, due consideration shall be given to the order in which said requests for sabbatical leave have been filed.

e. No application for sabbatical leave shall be considered until such time as the teacher requesting such leave shall have completed at least seven (7) full school years of service in the Ridgefield Park School District.

f. A teacher on sabbatical leave shall be paid by the Board at seventy-five (75) percent of the salary rate which he would have received if he had remained on active duty in the system.

g. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during said period of absence.

#### ARTICLE XXV Non-Teaching Duties

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Elementary teachers shall not perform non-professional duties including milk distribution, and lunch time supervision. One teacher in each school shall be available for cases of emergencies during lunch time.

C. Teachers shall not be required to correct standardized tests used at the direction of the Board or the Administration.

D. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance permission of his principal or immediate superior. He shall be compensated at the rate of ten (10) cents per mile for the use of his own automobile.

E. All high school teachers assigned to study hall, detention, and for lunchroom duties shall be notified of such assignments no later than June 15th of the preceeding school year. In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after June 15th, the Association and any teacher affected shall be notified promptly in writing, within one week of the making of such decision.

ARTICLE XXVI  
Salaries

A. Salaries of all employees covered by this Agreement shall be those set forth in Schedule B which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length.

B. Effective as of July 1, 1973 the granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increment and/or adjustment for inefficiency as determined by at least two successive evaluations indicating unsatisfactory performance or effectiveness or other good cause which may have an adverse affect on the performance or effectiveness of the teacher.

Whenever the withholding of an increment is proposed by the Board, the individual concerned shall be given a written statement of reasons setting forth the particulars constituting the basis of said withholding. No such recommendation which is based on classroom performance shall be made by the Superintendent that is based on observation not conducted openly and with full knowledge of the teacher; neither shall any such recommendation, whether related to classroom performance or for other just cause, be made without notification to the teacher that a deficiency exists which may call for a recommendation for the withholding of an increment unless said deficiency is corrected forthwith.

Whenever the withholding of an increment is proposed, the individual involved shall have the right to appeal to the Board of Education and, upon filing in writing of a Notice of Appeal, setting forth the reasons why it is alleged that such action should not be taken, a hearing will be afforded by the Board to the aggrieved individual.

At such hearing the aggrieved individual shall have the right to be represented by counsel of his own choosing or by his duly designated representative.

From any adverse determination of the Board, the aggrieved shall have the right to appeal to the Commissioner of Education. The aggrieved party shall not have the right to request arbitration from any adverse determination of an evaluation indicating unsatisfactory performance or effectiveness or from any adverse determination of this Board or the Commissioner of Education. The aggrieved party may request arbitration with regard to any claimed failure on the part of the Board to follow the procedures for observation and evaluation, notification and/or appeal hearings provided for herein.

The term "increment" as used herein is intended to mean the next step on the salary guide at which step the aggrieved individual would be placed if the increment were not withheld. Where an increment is withheld, the individual in question shall remain at the same step on the salary guide as he was on for the previous year but shall receive the salary for that step on the guide for the year during which the increment is withheld even though that step shall be higher than the previous year.

It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

#### ARTICLE XXVII Insurance Provisions

The Board shall provide the health care protection hereinafter set forth. The Board shall pay the full premium for each employee, and in cases where appropriate, for family insurance coverage.

A. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide uninterrupted coverage for the full twelve month period commencing September 1st and ending August 31st.

B. Provisions of the Health Insurance Program shall be detailed in a master policy in contracts agreed upon by the Board and the Association and shall include all the provisions of the New Jersey Public and School Employees Health Benefit Plans.

C. The Board shall provide each employee with a description of the health care insurance coverage provided under this Article if obtainable from the insurer. Said literature shall include a description of the conditions and limits of coverage as listed above. The Board shall make every effort to provide the Association with full particulars concerning the health care insurance program. Any change which may occur during the duration of the Agreement in connection with said program will be communicated promptly to the Association.

ARTICLE XXVIII  
Teachers' Facilities

A. The Board shall provide annually two (2) sets of gym uniforms for each physical education teacher, two (2) smocks for each art and home economics teacher, two (2) laboratory coats for each laboratory science teacher, two (2) uniforms for each vocational and industrial arts teacher, and two (2) uniforms for each nurse.

B. Each school shall have the following facilities:

1. An appropriate furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

2. A serviceable desk, chair, and filing cabinet for the use of special teachers in each building.

C. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunch room areas. The cost of maintaining said vending machines will be paid by the Association.

ARTICLE XXIX  
Instructional Council

A. There shall be an Instructional Council whose purpose shall be to make recommendations to strengthen the educational program through research, implementation, and evaluation to best meet the needs of the students.

1. The Instructional Council shall consist of five (5) representatives appointed by the superintendent and five (5) representatives appointed by the Association.

2. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

3. The Instructional Council shall meet at least once each month at times when members are not scheduled to provide instruction.

B. Reports of the Instructional Council or any study committee established by the Council, may include minority as well as majority views.

C. Failure of the Board to adopt any of the recommendations of the Instructional Council shall not be subject to the Grievance Procedure.

D. The Board shall consider and study all written recommendations submitted by the Council for action. If the Board decides against the adoption of any such recommendations, it shall state the specific reasons for such decision in writing to the Council.

ARTICLE XXX  
Advisory Council

The faculty of each school building shall elect an advisory council for such school building and shall meet with the building principal at least once a month during the school day for the duration of the school year, at times to be mutually agreed upon between the principal and the Association to review and discuss local problems and practices, and to play an active role in the revision or development of building policies. The election hereinabove referred to shall be conducted under the auspices and direction of the Association. Areas for consideration shall include but not be limited to such matters as curriculum, text books, distribution of materials and supplies, discipline and parent visitation. Said committee shall consist of not more than one (1) member for every ten (10) or part of ten (10) teachers in the school building but shall in no event have less than two (2) members. Any determination which may be made as a result of such meetings relative to such items as curriculum, text books, distribution of materials and supplies, discipline and parent visitations or any other matters concerning which the Board is by law charged with the duty of carrying out, shall be subject to final approval by the Board.



ARTICLE XXXI  
Deduction of Dues

A. Pursuant to the provisions of Chapter 310 of the laws of 1967 (R.S. 52:14-15. 9e as amended) whenever any employee shall indicate in writing to the Board, his desire to have deductions made from his compensation for the purpose of paying the employee's dues to the Associations said dues shall be deducted from the compensation of such employees and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

B. Whenever the employee wishes to have dues deducted for more than one organization, but the payment thereof to be made through the Association, he shall indicate in the authorization to the Board and the monies so authorized to be deducted shall be deducted from the compensation of the employee and transmitted to the Association in accordance with the authorization filed with the Board.

C. The Association treasurer shall be obligated to disburse the monies transmitted to the Association by the Board in accordance with the authorization received from the employees to the appropriate association or associations indicated in the authorization signed by the employee. The form upon which said authorizations are contained shall be agreed upon by the parties.

D. The filing of a notice of an employee's withdrawal shall be prior to December 1st or June 1st and become effective to halt deductions as of January 1st or July 1st next succeeding the date on which the notice of withdrawal is filed.

ARTICLE XXXII  
Miscellaneous Provisions

A. If any provision of this Agreement or any applications of this Agreement by any employee, group of employees, or the Board is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue to remain in full force and effect.

B. Copies of this Agreement shall be printed at the expense of the Board and the Association and shall be presented to all employees now employed or hereafter to be employed in the Ridgefield Park School System as soon as practicable.

C. Whenever any notice is required to be given by either party to the other, pursuant to the provisions of this Agreement, the notice or notices shall be by written communication addressed as follows:

1. If by the Board to the Association; President, Ridgefield Park Education Association at the school where he is assigned or at his home address.
2. If by the Association to the Board; Ridgefield Park Board of Education, 47 Mount Vernon Street, Ridgefield Park, New Jersey 07660.

ARTICLE 11  
Duration of Agreement

This Agreement covering the teachers and all other employees hereinafter set forth shall become effective as of July 1, 1972 and shall continue in effect until June 30, 1974 subject, however, to the following:

On and after July 1, 1973 this Agreement may be reopened with reference to the following articles only:

<u>ARTICLE NUMBER</u>	<u>DESCRIPTION</u>
<u>ALL EMPLOYEE SECTION</u>	
I - Section A	Recognition
V	Board Rights
XV - Section E	Promotions and Vacancies
XXVII	Insurance Provisions
XXXII	Miscellaneous Provisions
Schedule A	Grievance Procedure
<u>TEACHERS ONLY SECTION</u>	
VIII, Section C	Personal and Academic Freedom
XI, Sections A and C	Teacher Work Year
XII	Teaching Hours and Load
XVI	Professional Development and Educational Improvement
XVII, Section D	Teacher Evaluation
XVIII	Class Size
XIX	Specialists
XXV, Section D	Non-teaching duties
XXIX	Instructional Council
XXX	Advisory Council
<u>SECRETARIES ONLY SECTION</u>	
I to X and XII	All articles except XI
<u>CUSTODIANS ONLY SECTION</u>	
I to X and XII	All articles except XI

## SECRETARIES SECTION

### ARTICLE I Incorporated Articles

Articles I, II, III, IV, V, VI, X, XIV, XV, XXI, XXII, XXVII, XXXI, XXXII, and XXXIII of the teachers' section of the Agreement are annexed to this section, made a part hereof, and incorporated herein by reference as though set forth at length. No other articles in the teachers' section of this Agreement shall be deemed to apply to secretaries.

### ARTICLE II Secretary Rights

A. Secretaries shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 or under any other laws of the State of New Jersey. They shall not be discriminated against, coerced or reprimanded by virtue of their exercise of any or all of such rights.

B. Whenever any secretary is required to appear before the superintendent, any supervisor, the Board or any committee or member thereof concerning any matter which could adversely affect the status of that secretary in the system, she shall be given adequate prior notice of the specific purpose of such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

The provisions of the above paragraph relative to the interview and representation to which a secretary is declared to be entitled during said interview, shall not, however, be deemed to apply in cases involving non-tenure secretaries where the purpose of said interview is to discuss the question as to whether or not said secretary will be offered a contract of reemployment in the Ridgefield Park School System.

C. No secretary shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE III  
Personal Freedom for Secretaries

A. The personal life of a secretary is not an appropriate concern for the attention of the Board except as it may directly prevent the secretary from performing properly her assigned functions during the work day.

B. Secretaries shall be entitled to full rights of citizenship, and no religious or political activities of any secretary or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such secretary, providing said activities do not violate any local, state or federal laws.

ARTICLE IV  
Secretary Employment

A. Secretarial employees shall be considered for vacant positions in order of seniority. Part-time employees shall be listed on the bottom of the seniority list and considered for vacant positions after full-time employees.

B. The parties to this agreement covenant and agree that the responsibility for filling any and all positions is that of the Board and the determination of the Board in connection with the filling of any and all positions shall be conclusive, final and binding on the parties and the actions of the Board shall not be subject to the Grievance Procedure in connection with the filling of any publicized positions or promotions.

ARTICLE V  
Secretary Work Year

The work year for secretaries shall be Monday through Friday of each week during a calendar year except those holidays from September through June when students are not in school, July 4th, Labor Day and the vacation period set forth below and they shall be paid at the start of said vacation.

Length of uninterrupted  
service to July 1st

Vacation time

1-9 years

2 weeks

10-14 years

3 weeks

15 or more years

4 weeks

For employees working ten (10) months, vacation shall be one (1) week with pay.

ARTICLE VI  
Secretaries Hours

A. From September through June the arrival time for all secretaries shall be 8:00 A.M. and departure time shall be 4:00 P.M.

B. During the summer vacation period, the arrival time for all secretaries shall be 9:00 A.M. and the departure time shall be 3:00 P.M.

C. The in school work day may be shortened at the sole discretion of the secretaries immediate superior.

D. All secretaries shall have a duty-free lunch period lasting at least one (1) hour and commencing between the hours of 11:00 A.M. and 1:00 P.M.

E. Secretaries may leave the building without requesting permission during their duty-free lunch period.

ARTICLE VII  
Secretary Assignment

A. In the event that changes are to be made in a secretary's assignment or building the superintendent shall notify the secretary and the Association of said change in writing as far ahead of said change as is practicable.

B. Employees who may be required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the rate of ten (10) cents per mile for all driving. Said reimbursement shall be made only in connection with the performance of their duties.

ARTICLE VIII  
Professional Development and Educational  
Improvement for Secretaries

A. The Board will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, in-service training sessions or other sessions which may have been recommended by the superintendent and approved by the Board. Automobile expenses shall be reimbursed at the rate of ten (10) cents per mile.

B. The Board will cooperate with the Association in arranging professional days, in-service training courses, workshops, conferences and programs designed to improve the quality of instruction and performance of secretarial employees. Such programs shall not conflict with the normal school day except with Board approval.

#### ARTICLE IX Secretary Evaluation

A. All monitoring or observation of the work performance of a secretary shall be conducted openly and with full knowledge of the secretary.

B. Secretaries shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction or by their immediate superior.

C. A secretary shall be given a copy of an evaluation report prepared by her evaluators at least one (1) day before any mandatory conference to discuss it. No such report shall be submitted to the central office, placed in the secretary's file or otherwise acted upon without a prior conference with the secretary. No secretary shall be required to sign a blank or incomplete evaluation form. She shall be required to sign her completed evaluation form but such signature shall not be construed to constitute an agreement with or approval of the evaluation. An appropriate space shall be provided on the evaluation form for the employee's comments. Replacement secretaries shall be evaluated within thirty (30) days of employment.

D. Non-tenure secretaries shall be evaluated at least three (3) times a year; the first not later than November 15th and the last no later than April 1st.

Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, observations and of discussions with any and all supervisory personnel who come into contact with the secretary in a supervisory capacity. Such reports shall be addressed to the secretary and shall be written in a narrative form and include when pertinent:

1. Strengths of the secretary as evidenced during the period since the previous report.
2. Weaknesses of the secretary as evidenced during the period since the previous report.
3. Specific suggestions as to measures which the secretary might take to improve her performance in each of the areas wherein weaknesses have been indicated.

E. In no event shall any evaluation report of a non-tenure secretary be subject to the Grievance Procedure.

#### ARTICLE X Extended Leaves of Absence

A. An employee shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and said leave shall be granted. The employee may elect the leave to become effective immediately or no later than four (4) months prior to the anticipated date of birth of the child and shall terminate no earlier than one (1) month after the birth of the child, except in cases of still birth, in which case the employee may elect to return to her position at an earlier date. Upon the recommendation of the superintendent and approval of the Board, an employee may leave at a later date or return at an earlier date than provided herewith.

B. Upon the approval of the Board, a leave of absence without pay of up to two (2) years may be granted for the purpose of caring for a sick member of the employee's immediate family.

C. Other leaves of absence without pay may be granted by the Board of Education at its discretion.

D. All extensions or renewals of leaves shall be applied for in writing and if granted, shall be granted in writing.

E. When an employee has been granted a leave of absence he shall not be penalized by having taken away from him any benefits earned by him up to the time of his entry on his leave of absence.



ARTICLE XI  
Salaries

Salaries of all employees covered by this Agreement shall be those set forth in SCHEDULE B which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length.

ARTICLE XII  
Joint Committee

The parties of this Agreement believe that the efficiency of the secretarial department's service to the student population, the teaching staff, the non-teaching staff, and the administration of the schools will be better served by periodic meetings of a Joint Committee wherein both the employer and the employees may discuss and implement suggestions for improving the secretarial services of the departments and for eliminating any causes for employee complaints and grievances. Said committee shall consist of three (3) members designated by the superintendent, and three (3) members designated by the Association. The committee shall meet within ten (10) working days after notification of either party.

## CUSTODIANS' SECTION

ARTICLE I  
Incorporated Articles

Articles I, II, III, IV, V, VI, X, XIV, XV, XXI, XXII, XXVII, XXXI, XXXII, and XXXIII of the teachers' section of the Agreement and Article X of the secretaries' section of the Agreement are annexed to this section, made a part hereof, and incorporated herein by reference as though set forth at length. No other articles in the teachers' or secretaries' sections of this Agreement shall be deemed to apply to custodians.

ARTICLE II  
Custodian Rights

A. Custodians shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced or reprimanded by virtue of their exercise of any or all of such rights.

B. Whenever any custodian is required to appear before the superintendent, any supervisor, the Board or any committee or member thereof concerning any matter which could adversely affect the status of that custodian in the system, he shall be given adequate prior notice of the specific purpose of such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

The provisions of the above paragraph relative to the interview and the representation to which a custodian is declared to be entitled during said interview, shall not, however, be deemed to apply in cases involving non-tenure custodians where the purpose of said interview is to discuss the question as to whether or not said custodian will be offered a contract of reemployment in the Ridgefield Park School System.

C. No custodian shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE III  
Personal Freedom for Custodians

A. The personal life of a custodian is not an appropriate concern for the attention of the Board except as it may directly prevent the custodian from performing properly his assigned functions during the work day.

B. Custodians shall be entitled to full rights of citizenship, and no religious or political activities of any custodians or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such custodian, providing said activities do not violate any local, state or federal laws.

ARTICLE IV  
Custodian Employment

A. Custodial employees shall be considered for vacant positions in order of seniority. Part-time employees shall be listed on the bottom of the seniority list and considered for vacant positions after full-time employees.

B. The parties to this agreement covenant and agree that the responsibility for filling any and all positions is that of the Board and the determination of the Board in connection with the filling of any and all positions shall be conclusive, final and binding on the parties and the actions of the Board shall not be subject to the Grievance Procedure in connection with the filling of any publicized positions or promotions.

ARTICLE V  
Custodial Work Year

A. All custodians employed in the Ridgefield Park School District shall receive the following holidays each year:

1. New Years Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day

6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

If school is in session on any of the above holidays, custodians shall be given other day(s) off in lieu of said holiday(s).

B. All custodians in the Ridgefield Park School District shall receive a paid vacation according to the following schedule:

Length of uninterrupted service to July 1st	Vacation Time
1-9 years	2 weeks
10-14 years	3 weeks
15 or more years	4 weeks

For employees working ten (10) months, vacation shall be one (1) week with pay.

#### ARTICLE VI Custodian Hours

A. The in school work day may be shortened at the sole discretion of the Supervisor of Buildings and Grounds.

B. All custodians shall have a duty-free lunch period lasting at least one (1) hour.

#### ARTICLE VII Custodian Assignment

A. In the event that changes are to be made in a custodian's assignment or building, the Supervisor of Building and Grounds shall notify the custodian and the Association of said change in writing as far ahead of said change as is practicable except in cases of emergency.

B. Employees who may be required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the rate of ten (10) cents per mile for all driving. Said reimbursement shall be made only in connection with the performance of their duties.

ARTICLE VIII  
Professional Development and  
Improvement for Custodians

The Board requires all custodians to obtain their fireman's license and to this end the Board agrees to pay for each custodian, the schooling and fee necessary to procure said license and the fee to renew said license each year thereafter.

ARTICLE IX  
Custodian Evaluation

A. All monitoring or observation of the work performance of a custodian shall be conducted openly and with full knowledge of the custodian.

B. A custodian shall be given a copy of any written evaluation report prepared by his evaluators at least one (1) day before any mandatory conference to discuss it. No such report shall be submitted to the central office, placed in the custodian's file or otherwise acted upon without a prior conference with the custodian. No custodian shall be required to sign a blank or incomplete evaluation form. He shall be required to sign his completed evaluation form but such signature shall not be construed to constitute an agreement with or approval of the evaluation. An appropriate space shall be provided on the evaluation form for the employee's comments.

C. In no event shall any evaluation report of a non-tenure employee be subject to the Grievance Procedure.

ARTICLE X

Extended Leave of Absence - (see Page 29)

ARTICLE XI  
Salaries

Salaries of all employees covered by this Agreement shall be those set forth in SCHEDULE B, which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length.

ARTICLE XII  
Custodians Facilities

A. The Board shall provide annually three (3) uniforms for each custodian and three (3) uniforms for each matron.

B. Each school shall have, as a facility, an appropriately furnished room which shall be reserved for the use of custodians as a custodian office.

IN WITNESS WHEREOF, ASSOCIATION has caused this Agreement to be signed by its President, attested by its Secretary, and BOARD has caused this Agreement to be executed by its President, attested by its Secretary, and their respective corporate seals to be hereunto affixed.

RIDGEFIELD PARK EDUCATIONAL  
ASSOCIATION

BY: \_\_\_\_\_

Mark Press  
President

Attest: \_\_\_\_\_

William J. Duffy  
Secretary

BOARD OF EDUCATION OF THE  
VILLAGE OF RIDGEFIELD PARK

BY: \_\_\_\_\_

(Mrs.) Catherine A. Houston  
President

Attest: \_\_\_\_\_

Joseph W. Lindsay  
Secretary

## Grievance Procedure

### PREFACE

Since grievances should be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

### Grievance Procedure

The term, "grievance," means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term, "grievance," and the procedure relative thereto, shall not be deemed applicable in the following instances:

- a. The failure or refusal of the Board to renew the contract of a non-tenure teacher or employee.
- b. In matters where the Board is without authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination of the grievance being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- a. In matters where a method of review is prescribed by law or by any rule, regulation, or by-law of the State Commissioner of Education, or the State Board of Education.
- b. In matters involving the sole and unlimited discretion of the Board.
- c. In matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

### DEFINITIONS

The term, "employee," shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term, "representative," shall include the Ridgefield Park Education Association or any person designated by the Ridgefield Park Education Association or by the Board to act on its behalf and to represent it.



The term, "immediate," superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in the School District.

The term, "party," means an aggrieved employee, his immediate superior, the school principal or any staff member below the superintendent who may be affected by the determination of the superintendent in connection with the procedure herein established.

#### PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) days period, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever an employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his immediate superior (Supervisor or Principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in paragraph 5 above, the employee shall submit his grievance to the superintendent of schools in writing specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his dissatisfaction with the determination.

7. A copy of the writing called for in paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the superintendent shall, in writing, advise the employee and his representative, if there is to be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in paragraph 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the superintendent and to the adverse party.

12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his representative, if there be one, the principal and the superintendent of its determination. This time period may be extended by the mutual agreement of the parties.

14. In the event the employee is dissatisfied with the determination of the Board he shall have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. The findings of the arbitrator shall be binding on all parties.

A request for arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case where a grievance is based upon the direct order, ruling or determination of the superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- a. The order, ruling, or determination complained of;
- b. The basis of the complaint;
- c. A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of paragraph 15, the procedure shall be as set forth in paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure herein above set forth.

19. Whenever a grievance has been filed at such time that it cannot be processed through all of the steps in the procedure hereinabove set forth so as to be disposed of by the end of the school year, and if left unresolved until the beginning of the following school year, irreparable harm might result to a party in interest, the time limits set forth above shall be reduced so that the grievance procedure may be exercised prior to the end of the school year or, in the event same cannot be completed prior to the end of the school year or, thereafter as is practicable.

(B-1)

SCHEDULE B  
(Employees Salaries)

TEACHERS' SALARY GUIDE 1972 - 1973

	BA	+10	+20	MA	+10	+20	+30	Ph.D.
1.	8,485	8,595	9,815	9,256	9,366	9,586	10,027	11,129
2.	8,815	8,925	9,145	9,586	9,696	9,917	10,469	11,570
3.	9,145	9,256	9,477	9,917	10,027	10,248	10,908	12,011
4.	9,477	9,586	9,807	10,248	10,358	10,578	11,349	12,451
5.	9,807	9,917	10,137	10,688	10,799	11,019	11,790	12,892
6.	10,137	10,248	10,468	11,129	11,240	11,459	12,231	13,333
7.	10,468	10,578	10,799	11,570	11,680	11,900	12,782	13,884
8.	10,908	11,019	11,240	12,011	12,121	12,341	13,333	14,434
9.	11,349	11,459	11,680	12,451	12,562	12,782	13,884	14,985
10.	11,790	11,900	12,121	12,892	13,003	13,222	14,434	15,537
11.	12,231	12,341	12,562	13,333	13,443	13,663	14,985	16,088
12.	12,671	12,782	13,003	13,884	13,994	14,214	15,537	16,638
13.	13,112	13,222	13,443	14,434	14,545	14,766	16,088	17,189
14.	13,553	13,663	13,884	14,985	15,096	15,316	16,638	17,740

(B-2)

SCHEDULE B  
(Employees Salaries)

TEACHERS' SALARY GUIDE 1973 - 1974

	BA	+10	+20	MA	+10	+20	+30	Ph.D.
1.	8,908	9,023	9,254	9,717	9,832	10,063	10,526	11,683
2.	9,254	9,369	9,600	10,063	10,179	10,411	10,990	12,146
3.	9,600	9,717	9,949	10,411	10,526	10,758	11,451	12,609
4.	9,949	10,063	10,295	10,758	10,874	11,105	11,914	13,071
5.	10,295	10,411	10,642	11,220	11,337	11,568	12,377	13,534
6.	10,642	10,758	10,989	11,683	11,800	12,030	12,840	13,997
7.	10,989	11,105	11,337	12,146	12,262	12,493	13,419	14,575
8.	11,451	11,568	11,800	12,609	12,725	12,956	13,997	15,153
9.	11,914	12,030	12,262	13,071	13,188	13,419	14,575	15,731
10.	12,377	12,493	12,725	13,534	13,651	13,880	15,153	16,311
11.	12,840	12,956	13,189	13,997	14,112	14,343	15,731	16,889
12.	13,302	13,419	13,651	14,575	14,691	14,922	16,311	17,467
13.	13,765	13,880	14,112	15,153	15,269	15,501	16,889	18,045
14.	14,228	14,343	14,575	15,731	15,848	16,079	17,467	18,623

SCHEDULE B  
SECRETARIES' SALARY GUIDE

(B-3)

<u>GENERAL</u>	<u>1972-73</u>	<u>1973-74</u>
1 *	5,695	5,695
2 *	6,150	6,150
3 *	6,642	6,642
4 *	7,205	7,205

On Step 4  
Prior to 6/30/72  
6% increase in 1972-73  
(7,205 + 6% = )                   7,637

On Step 4  
Prior to 6/30/72  
8% increase in 1973-74  
(7,637 + 8% = )                                   8,248

Advanced to  
Step 4 in 1972-73  
8% increase in 1973-74  
(7,205 + 8% = )                                   7,781

<u>SPECIAL</u>	<u>1972-73</u>	<u>1973-74</u>
1*	6,150	6,150
2*	6,642	6,642
3*	7,205	7,205
4*	7,780	7,780

On Step 4  
Prior to 6/30/72  
6% increase in 1972-73  
(7,780 + 6% = )                   8,247

On Step 4  
Prior to 6/30/72  
8% increase in 1973-74  
(8247 + 8% = )                                   8,907

Advanced to  
Step 4 in 1972-73  
8% increase in 1973-74  
(7,780 + 8% = )                                   8,402

- \* Employees entitled to an increment adjustment in the years 1972-73 and 1973-74 based on the salary guide of the 1971-72 Agreement shall receive their increment adjustment in lieu of the percentage increase.

## SCHEDULE B

(B-3)  
(cont'd)

A. The special guide shall include the following two (2) positions: Assistant to the High School Principal and Secretary to the High School Principal.

B. The hourly rate for part-time secretaries shall be \$3.13 per hour - 1972-73; \$3.38 per hour - 1973-74.

C. The salary of any secretary of the above scales, employed on a ten (10) month basis, shall be divided by twelve (12) and multiplied by ten (10).



## SCHEDULE B

(B-4)

## CUSTODIANS' SALARY GUIDE

<u>CUSTODIAN</u>	<u>1972-73</u>	<u>1973-74</u>
1 *	6,405	6,405
2 *	6,939	6,939
3 *	7,473	7,473

On Step 3  
Prior to 6/30/72  
6% increase in 1972-73  
(7,473 + 6% = )

7,921

On Step 3  
Prior to 6/30/72  
8% increase in 1973-74  
(7,921 + 8% = )

8,555

Advanced to  
Step 3 in 1972-73  
8% increase in 1973-74  
(7,473 + 8% = )

8,071

MATRON

1 *	3,843	3,843
2 *	4,163	4,163
3 *	4,484	4,484
4 *	4,804	4,804

On Step 4  
Prior to 6/30/72  
6% increase in 1972-73  
(4,804 + 6% = )

5,092

On Step 4  
Prior to 6/30/72  
8% increase in 1973-74  
(5,092 + 8% = )

5,499

Advanced to  
Step 4 in 1972-73  
8% increase in 1973-74  
(4,804 + 8% = )

5,188

\* Employees entitled to an increment adjustment in the years 1972-73 and 1973-74 based on the salary guide of the 1971-72 Agreement shall receive their increment adjustment in lieu of the percentage increase.

SCHEDULE B  
HEAD CUSTODIANS SALARY GUIDE

(B-4)  
(cont'd)

	<u>1972-73</u>	<u>1973-74</u>
High School	9,052	9,776
Grant School	8,600	9,288
Lincoln School	8,600	9,288
Roosevelt School	8,600	9,288

EXTRA COMPENSATION, CUSTODIANS

POSITION	COMPENSATION	
	1972-73	1973-74
3:00 PM - 12:00 Midnight Shift	\$318	\$343
11:00 PM - 7:30 AM Shift	424	458
11:00 PM - 8:00 AM Shift for Custodian-in-charge	848	916

SCHEDULE B  
EXTRA COMPENSATION

(B-5)

HIGH SCHOOL

<u>Position</u>		<u>1972-73</u>	<u>1973-74</u>
Administrative Assistants (2)	Released from one teaching period, study period and homeroom	679	733.
Audio-Visual Director	Released from one teaching period, study period and homeroom	679	733
Class Advisors:			
Freshman		170	184
Sophomore		170	184
Junior	Released from study	424	458
Senior	Released from study	481	519
Cooperative Ed.			
Business Ed.		566	611
Industrial Ed.		566	611
Director of Band		679	733
Department Chairmen:	Telephone, released from one teaching period and study		
Business Ed.		1,019	1,101
Science		1,019	1,101
English		905	977
Social Studies		905	977
Art & Home Econ.		792	855
Foreign Languages		792	855
Industrial Arts		792	855
Mathematics		792	855
Honor Society Advisor		227	245

SCHEDULE B  
EXTRA COMPENSATION

(B-5)  
 (cont'd)

HIGH SCHOOL  
 (Cont'd)

<u>Position</u>		<u>1972-73</u>	<u>1973-74</u>
Idler Advisor	Released from one teaching period, study and regular homeroom period	509	550
Idler Business Advisor	Released from study	141	152
Librarian	Added to step on teacher's guide	1,217	1,314
Melodiers Director		368	397
Scarlet Quill Advisor	Released from one teaching period, study and regular homeroom period	509	550
Scarlet Quill Business Adv.	Released from study	141	152
Senior Play Director		792	855
Stage Lighting Technician		8.50/hr.	9.20/hr.
Student Council Advisor	Released from study and homeroom	339	366
Treasurer - RPMS Fund	Released from one teaching period	509	550
Treasurer, Asst.- RPMS Fund	Released from study	--	--

## SCHEDULE B

(B-6)

EXTRA COMPENSATION - ATHLETICS

<u>ATHLETICS</u>	<u>1972-73</u>	<u>1973-74</u>
<u>Football</u>		
Head Coach	1,302	1,406
Assistant Coach	764	825
Assistant Coach	764	825
Assistant Coach	764	825
Freshman Coach	764	825
Fr. Assistant Coach	566	611
<u>Basketball</u>		
Head Coach	1,132	1,223
Assistant Coach	708	765
Freshman Coach	708	765
<u>Wrestling</u>		
Head Coach	1,075	1,161
Assistant Coach	708	765
<u>Baseball</u>		
Head Coach	1,075	1,161
Assistant Coach	708	765
Freshman Coach	708	765
<u>Track</u>		
Head Coach	1,075	1,161
Assistant Coach	708	765
Freshman Coach	708	765
<u>Winter Track</u>		
Head Coach	679	733
<u>Cross-Country</u>		
Head Coach	679	733

## SCHEDULE B

(B-6)  
(cont'd)EXTRA COMPENSATION - ATHLETICS  
(Cont'd)

<u>GIRLS ATHLETICS</u>	<u>1972-73</u>	<u>1973-74</u>
<u>Fencing</u> Head Coach	453	489
<u>Volley Ball</u> Head Coach	---	453*
<u>Basketball</u> Head Coach	---	453*
<u>Softball</u> Head Coach	---	453*
<u>Track - Field</u> Head Coach	---	453*
<u>OTHER</u>		
Cheerleading Coaches:		
Varsity-Junior Varsity	481	519
Freshman	254	274
Color Guard Coach	141	152
Twirlers & Flag Twirlers Coach	141	152
Girls Intramurals Advisor and Girls Athletic Club	339	366
Nurse in attendance at athletic events (Per event)	14	15

\*Added 9/14/73

## SCHEDULE B

(B-7)

EXTRA COMPENSATIONELEMENTARY SCHOOLS

<u>Position</u>		<u>1972-73</u>	<u>1973-74</u>
Art Show Coordinator		113	122
Audio-Visual Dir.		141	152
Chorus Director		113	122
Safety Patrol Advisors Three (3)		141	152
Student Council Advisor	One (1) free period a week (scheduled)	141	152
Teacher in Charge Three (3)		509	550
Coaches:			
8th Grade Basketball		254	274
8th Grade Cheerleading		170	184
Special Education Teachers	Salary on teacher's guide plus the differ- ence between BA and MA at year of experience		

## SCHEDULE B

(B-8)

EXTRA COMPENSATIONSYSTEM WIDE

<u>Position</u>		<u>1972-73</u>	<u>1973-74</u>
Guidance Counselors	5% above Teacher's Guide		
Home Instruction Teachers		\$8.00/hr.	\$8.65/hr
Social Worker	2/5 of step on teacher's guide plus differential of \$575.		
Student Teacher Supervision		\$32/Day	\$35/Day
Substitute Teachers: Daily		\$28/Day	\$30/Day
11th consecutive day and beyond in same classroom		\$32/Day	\$35/Day
Secretaries Certificates: (Added to contractual Salaries)			
Standard		\$27/yr.	\$29/yr.
Advanced		\$53/yr.	\$57/yr.
Substitute Secretaries		\$3.13/Hr.	\$3.38/hr.

Employment beyond the ten (10) month school year shall be compensated on a pro-rated basis. An additional ten (10) percent of employee's salary will be paid for each additional month's service.



SCHEDULE C

SCHOOL CALENDAR  
1972-1973

No. of Days  
of School

AUGUST 30 & 31	Orientation of New Teachers	
SEPT. 5	Tuesday, General Faculty Meeting, ATTENDANCE REQUIRED.	
SEPTEMBER 6	----- Wednesday, Schools open on regular session	18
OCTOBER 9	----- Monday, Columbus Day, Schools closed for pupils	21
23	Monday, Veterans' Day, Schools closed	
NOVEMBER 2 & 3	----- Thursday & Friday, NJEA CONVENTION, Schools closed.	17
7	Election Day, Tuesday-schools closed	
22	Wednesday, 1:00 P.M. session for all schools	
23 & 24	Thursday & Friday, Thanksgiving vacation, schools closed	
DECEMBER 22	----- Friday, Schools close at 1:00 P.M. for Christmas Vacation	16
25 - 29	Christmas Vacation, all schools closed	
JANUARY 1	----- Monday, New Year's Day, all schools closed	22
FEBRUARY 19 - 23	----- Winter Vacation, all schools closed	15
MARCH	----- No scheduled school closings	22

SCHEDULE C  
(cont'd)

SCHOOL CALENDAR  
1972-1973  
Cont'd)

		No. of Days of School
APRIL	-----	
19 & 20	Holy Thursday, Good Friday, all schools closed	14
23 - 27	Spring Vacation, all schools closed	
MAY	-----	
28	Monday, Memorial Day, all schools closed (Thursday, 31st, Ascension Day, possible Professional Day for teachers)	22
JUNE	-----	
22	No schedule school closings. Friday, all schools close - pupils will return to their schools at regular time for report cards and are dismissed	16
		-----
		183 days

ADDENDUM - extending the contract to June 30, 1974:

ARTICLE XXXIII  
Duration of Agreement

This Agreement covering the teachers and all other employees hereinafter set forth shall become effective as of July 1, 1972 and shall continue in effect until June 30, 1974 subject, however, to the following:

On and after July 1, 1973 this Agreement may be reopened with reference to the following articles only:

<u>ARTICLE NUMBER</u>	<u>DESCRIPTION</u>
<u>ALL EMPLOYEE SECTION</u>	
I, Section A	Recognition
V	Board Rights
XV, Section E	Promotions and Vacancies
XXVII	Insurance Provisions
XXXII	Miscellaneous Provisions
Schedule A	Grievance Procedure
<u>TEACHERS ONLY SECTION</u>	
VIII, Section C	Personal and Academic Freedom
XI, Sections A and C	Teacher Work Year
XII	Teaching Hours and Load
XVI	Professional Development and Educational Improvement
XVII, Section D	Teacher Evaluation
XVIII	Class Size
XIX	Specialists
XXV, Section D	Non-teaching duties
XXIX	Instructional Council
XXX	Advisory Council
<u>SECRETARIES ONLY SECTION</u>	
I to X and XII	All articles except XI
<u>CUSTODIANS ONLY SECTION</u>	
I to X and XII	All articles except XI

