AGREEMENT

between the

Ridgefield Park Board of Education

and the

Ridgefield Park Education Association

July 1, 2018 - June 30, 2021

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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 as defined below; Including;

athletic trainer

classroom teachers,

custodians, building and grounds, maintenance

deans of students

guidance counselors

home instruction teachers

learning disabilities teacher-consultants

librarians

nurses

psychologists

secretaries (subject to the exclusions hereinafter set forth)

social workers

special education teachers

speech therapists

supplemental instructors

physical therapists

occupational therapists

teacher assistants

But excluding:

principals

vice-principals

athletic director

district director of educational programs

director of special services

all secretaries at the board of education office

department supervisors

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. NOTE: Representation rights by the Association for any new position in addition to those set forth above in either the inclusions or the exclusions shall be subject to negotiations between the parties hereto, and, in the event that the parties cannot reach an agreement within a reasonable period of time, the issue may be submitted to the Public Employment Relations Commission by

TEACHERS' SECTION ARTICLE II

Negotiation of Successor Agreement

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Association and the Board 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.

TEACHERS' SECTION ARTICLE III

Administration of Contract

A. Three (3) representatives of the Board (one of whom may be the Superintendent) and three (3) representatives of the Association shall meet at the request of either party, at such 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.

B. 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.

C. All meetings referred to in paragraph A. 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.

TEACHERS' SECTION ARTICLE IV 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.

A. DEFINITIONS

- 1. The term "grievance" means a complaint by an employee, group of employees, or the Association, that, as to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision.
- 2. 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-tenured teacher or employee.
- (b) In matters where the Board is without authority to act.
- 3. 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.
- 4. The term "aggrieved party" shall mean any employee or group of employees covered by this Agreement, or the Association.
- 5. The term "representative(s)" shall include the Ridgefield Park Education Association or any person(s) designated by the Ridgefield Park Education Association or by the Board to act on its behalf and to represent it.
- 6. 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.
- 7. The term "party in interest" means any aggrieved employee, group of employees, the Association, the immediate superior, the school principal, the superintendent or the Board who may be affected by any determination(s) made in connection with the procedure herein established.

B. PROCEDURE

- 1. An aggrieved party shall institute action under the provisions hereof within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. The aggrieved party must initiate the grievance procedure in writing. The writing used to initiate the grievance procedure shall contain a statement of the grievance, a list of persons in attendance at the initiation of the grievance, the date and time of the initiation of the grievance, the signatures and/or the initials of the parties. Copies of the writing used to initiate the grievance shall be provided to the Superintendent of Schools and the Association.
- 2. An aggrieved party processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

- 3. In the presentation of a grievance, an aggrieved party shall have the right to present his/her own appeal or to designate a representative(s) to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
- 4. Whenever an aggrieved party appears with a representative(s), the Board shall have the right to designate a representative(s) to participate at any stage of the grievance procedure.
- 5. An aggrieved party shall first discuss his/her grievance verbally with his/her immediate superior (Supervisor of Instruction, Supervisor of Student Personnel Services). 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 written decision shall be rendered within five (5) days of said hearing.
- 6. If the grievance is not resolved to the aggrieved party's satisfaction within five (5) days from the determination referred to in paragraph 5 above, the aggrieved party shall submit his/her 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/her dissatisfaction with the determination. The aggrieved party shall submit the written grievance on the form agreed to pursuant to section B.1.
- 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 party.
- 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 aggrieved party and his/her representative(s), if there is to be one, of his/her determination and shall forward a copy of said

determination to the school principal and to the immediate superior of the aggrieved party. Where an appeal is taken to the Board, there shall be submitted by the aggrieved party the writings set forth in paragraphs (6) and (9) and any further statement in writing setting forth the aggrieved party's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the superintendent and to the adverse party.

- 10. In the event of the failure of the superintendent to act in accordance with the provision of paragraphs 8 and 9, or, in the event a determination by the superintendent 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 the superintendent, may appeal to the Board of Education.
- 11. Where an appeal is taken to the Board, there shall be submitted by the aggrieved party the writing set forth in paragraphs 6 and 9 and further statement in writing setting forth the aggrieved party'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 aggrieved party, in his/her 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 material is requested by the Board, copies thereof shall be served upon all parties in interest, who shall have the right to reply thereto. Where the aggrieved party 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 aggrieved party, and his/her representative(s), if there be one, the principal and the superintendent of its determination. This time period may be extended by mutual agreement of the parties.

- 14. In the event the aggrieved party is dissatisfied with the determination of the Board, he/she shall have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123 Public Laws of 1974. The findings of the arbitrator shall be binding on all parties.
- 15. 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 party and the Board shall mutually agree upon a longer time period within which to assert such a demand.
- 16. 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 its own costs.
- 17. In the event a grievance is filed by an aggrieved party who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she 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.
- 18. In any case where a grievance is based upon the direct order, ruling or determination of the superintendent, the aggrieved party 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 has been brought to the aggrieved party'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 writing 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 party.

- 19. Upon receipt of a grievance filed under the provisions of paragraph (17), the procedure shall be as set forth in paragraphs (12) and (13).
- 20. All aggrieved parties shall be entitled to resort to the full procedure herein above set forth.
- 21. Whenever a grievance has been filed at such time that it cannot be processed through all of the steps in the procedure herein above set forth 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, as soon thereafter as is practicable.

TEACHERS' SECTION ARTICLE V

Board Rights

The Board retains and reserves unto itself, subject only to the limitations imposed by the terms and language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations, all of the powers, rights, authorities, 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 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.

TEACHERS' SECTION ARTICLE VI

Association Rights

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate in negotiations, grievance proceedings, conferences or meetings, during working hours, he/she 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 meeting purposes shall not conflict with other school activities that may be pending, and provided further, that the use of said buildings by the Association 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/her 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 in 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.
- H. Every effort will be made to furnish the Association's president with two copies of the agenda for Board meetings and minutes of each Board meeting when available.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees covered by the terms of this Agreement and to no other organization(s).

TEACHERS' SECTION ARTICLE VII

Teachers' Rights

- A. Teachers shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Public Laws of 1974 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, principals, supervisors, the Board or any committee or member thereof concerning any matters which could adversely affect the status of that teacher in the system, he/she shall be given adequate prior notice of the specific purpose of such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

TEACHERS' SECTION ARTICLE VIII

Personal and Academic Freedom

- A. The personal life of a teacher is an appropriate concern for the attention of the Board only when it directly prevents the teacher from performing properly his/her assigned functions during the workday.
- 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.

TEACHERS' SECTION ARTICLE IX

Teacher Employment

A teacher 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 (3) years.

TEACHERS' SECTION ARTICLE X

Procedure Dealing With Non-Tenured Employees

Pursuant to law, the Board shall give to each non-tenured employee continuously employed since the preceding September 1 either:

1. 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

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

TEACHERS' SECTION 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. One (1) additional professional day may be added to the in-school work year. The date for said professional day shall be developed by the administration in consultation with the Executive Board of the Association. (Consultation by the Association shall be advisory only)
- 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. One (1) additional professional day may be added to the in-school work year. The date for said professional day shall be developed by the administration in consultation with the Executive Board of the Association. (Consultation by the Association shall be advisory only)
- 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 2018-19, 2019-2020, and 2020-121 shall be annexed to this Agreement as Schedules C-1, C-2, and C-3 for reference purposes only.
- D. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

TEACHERS' SECTION ARTICLE XII

Teaching Hours and Load

A. Arrival time for teachers shall be 8:15 A.M. and normally departure time shall be 3:30 P.M. except as amended hereafter in Section H of this Article. The in-school workday shall not go beyond 4:00 P.M. except in an emergency and may be shortened at the sole discretion of the principal. Arrival time at the Jr/Sr High School shall be 7:40AM with normal departure of 3:00 PM. Elementary teachers shall meet from 2:00PM to 4:00PM for grade level meetings, not to exceed five (5) times per school year.

- 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 will be required to attend one evening parent-teacher conference and one school event mutually agreed upon by the teacher and building principal
- E. Employees shall have a daily, duty-free lunch period of at least the following lengths:

| 1. | Pre Kindergarten | l hour |
|----|-----------------------------|----------------------------|
| 2. | Kindergarten | 1 hour |
| 3. | Grade 1 | 1 hour |
| 4. | Grade 2 - Grade 6 | 1 hour |
| 5. | Grades 7 - Grade 12 | 25 minutes |
| 6. | H.S. Guidance, Deans, & CST | 1 hour between the hours |
| | | of 11:00A.M. and 1:00 P.M. |

7. Elementary CST 1 hour

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

- F. When a special teacher must change buildings it shall be done not more than once per day and sufficient time shall be provided for any such building change. This provision shall not apply to special services personnel.
- G. Elementary teachers without a scheduled professional period shall not be required to teach continuously on a one o'clock session day.
- H. The maximum number of teaching periods in the Junior Senior High School shall be five (5) per day with the number of student contacts at six (6). However, the Administration retains the right to assign a sixth teaching period to two (2) teachers in each department having less than five (5) teachers and to three (3) teachers in each department having five (5) or more teachers. Such assignments will begin with volunteers on a rotating basis. Any teachers who teach a sixth period shall be compensated at \$5500 in the school years 2018-2021.
- G. Elementary teachers without a scheduled professional period shall not be required to teach continuously on a one o'clock session day.
- H. The maximum number of teaching periods in the Junior Senior High School shall be five (5) per day with the number of student contacts at six (6). However, the Administration retains the right to assign a sixth teaching period to two (2) teachers in each department having less than five (5) teachers and to three (3) teachers in each department having five (5) or more teachers. Such assignments will begin with volunteers on a rotating basis. Any teachers who teach a sixth period shall be compensated at \$5500 in the school years 2018-2021.

For the purposes of defining the sixth period:

a. Teachers with 26 teaching contacts per week will receive 20% of the 6th period stipend; 27 teaching contacts per week = 40%; 28 teaching contacts per week = 60%; 29 teaching contacts per week = 80%; and 30 teaching contacts per week = 100% of the annual stipend.

- b. Teachers who have a sixth teaching period for half of the school year shall receive 50% of the annual stipend.
- I. Junior/Senior high school teachers shall not be required to have more than a total of three (3) teaching preparations except under the following circumstances:
- 1. In instances where the fourth teaching preparation is equal to or less than two (2) cycle courses or one (1) semester course. (If the fourth teaching preparation extends beyond two (2) cycle courses or (1) semester course it shall be considered an extra full year course.)
- 2. In instances where a teacher volunteers for a fourth preparation (this instance shall not be subject to an Association grievance; however, the right of the individual teacher(s) affected to file a grievance shall be reserved).
- J. The weekly teaching load in grades K-6 shall include five (5) professional periods, each on separate days.
- K. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her 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 teachers shall be paid according to schedule A-5 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 reasons.
- L. Guidance Counselors shall be compensated at the home instruction rate found in Schedule A-5 for the following work that occurs beyond the contractual day: (i) morning programs; (ii) evening programs; and (iii) testing.

- M. During the school day, each professional staff member in the Junior/Senior High School may be assigned by the administration, as necessary, up to 84 minutes a year without additional compensation. This may be on a fractional basis. The assignment will relate to student contact time, e.g. hall duty, class coverage, lavatory supervision. The above assignment shall occur before the provisions of paragraph K take effect.
- N. Each professional staff member in the elementary school may be assigned by the administrator as necessary, up to 42 minutes a year without additional compensation.
- O. Release time for the Association President is at the discretion of the Superintendent of Schools.

TEACHERS' SECTION 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 July 1.
- B. Each year between June 1 and the last day of school an RPEA committee shall meet with the high school administration to review the process used in the assignment of staff to classes and subjects for the upcoming school year.
- C. 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.
- D. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after July 1, the Association and any teacher affected shall be notified promptly in writing within one week of the making of such decision.

E. The Board shall consider in house applicants for extra compensation and coaching positions prior to consideration of outside applicants. The Board retains sole discretion to select the candidate it determines to be most qualified. In the event the Board receives no internal applicants (i.e. no staff member volunteers to accept the position) acceptable to the Board, the Board retains the right to appoint a non-volunteer staff member.

F. All mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include qualifications for the position. The location and grade level or subject area shall also be posted.

Mentoring shall be voluntary. No teacher shall be assigned to mentoring if there are qualified volunteers available. If a mentor is required and no qualified volunteer is available, the Superintendent shall assign a mentor. The mentor shall be certified in the same subject area or closely aligned subject area as the novice teacher.

The district shall provide training for all teachers who serve as mentors prior to the start of their assignments. The district shall pay all costs associated with the mentoring program including training, travel, meals and lodging, pursuant to Board policy and subject to the prior approval of the Superintendent.

Provided the Department of Education makes an annual appropriation to cover the cost of training, release time and stipends for the mentoring program, mentors shall receive the following amounts per academic year and/or pro-rated for a portion of the academic year:

\$1,000 for each alternate route teacher \$550 for each new traditional route teacher

TEACHERS' SECTION ARTICLE XIV

Promotions and Vacancies

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

- B. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. 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 fifteen (15) days before the final date when applications must be submitted. 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 Association representatives.
- D. 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.

TEACHERS' SECTION ARTICLE XV

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. A pool of \$25,000 shall be available for tuition reimbursement for each year of the agreement. All courses must be in the area of the teacher's certification or in the area of the teacher's assignment and must be approved by the Superintendent of Schools in advance to be eligible for reimbursement. Tuition reimbursement during the first two (2) years of employment in Ridgefield Park shall be limited to three (3) credits per semester, but no more than six (6) credits per year.
- 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 mandated sessions which may have been recommended by the Administration, the Superintendent, and approved by the Board. Automobile expenses shall be reimbursed at the current NJ OMB rate.
- 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. Consultation by the Association shall be advisory only.

TEACHERS' SECTION ARTICLE XVI

Teacher Evaluation

- A. Teachers shall be evaluated in accordance with applicable state statutes and regulation (current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10).
- B. A teacher shall be given a copy of a class visit or evaluation report prepared by his/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 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. A teacher shall be required to sign his/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 teacher's comments.

C. The number of observations and evaluations shall be in accordance with applicable state statutes and regulations using the district approved forms.

TEACHERS' SECTION ARTICLE XVII

Classroom Control and Discipline

A. Each building principal shall develop in consultation with the Advisory Council a procedure for his school for the maintenance of classroom control and discipline of students in terms of the particular needs and organizational structure of that building. The procedure shall be reduced to writing and a copy given to each faculty member as soon as available.

TEACHERS' SECTION ARTICLE XVIII

Sick Leave

A. All employees shall be entitled to fifteen (15) sick leave days per year; with up to three (3) may be used to care for ill member of immediate family. Only twelve (12) unused days shall be cumulative.

- B. Employees shall present, when requested by the superintendent or his/her agent, a doctor's certificate in cases of absence due to personal illness of five (5) or more consecutive days.
- C. After fifteen (15) years of service in the Ridgefield Park District, an employee, upon actual retirement from employment as defined under the Teacher's Pension and Annuity Fund or the Public Employment Retirement System, as appropriate, rather than separation for any reason, shall be entitled to one (1) day's pay at the current contractual rate for each three (3) days of unused accumulated sick leave.

- 1. **Teacher:** One (1) day equals one-hundred and eighty-fourth of the contractual salary.
- 2. Ten (10) Month Secretary: One (1) day equals one one-hundred and ninetieth of the contractual salary.
- 3. Twelve (12) Month Building Secretary: One (1) day equals one two-hundred and thirtieth of the contractual salary.
- 4. Custodians: One (1) day equals one two-hundred and fiftieth of the contractual salary.
- 5. Any employee who commences employment on or after July 1, 1993 shall have a maximum benefit (cap) of \$15,000.
- D. Any employee who gives notice of retirement after December 1st shall be required to wait until the fiscal year following retirement (July 1st of the following year) to receive benefits under this provision.

TEACHERS' SECTION ARTICLE XIX

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, grandparent, step-child, mother-in-law, father-in-law, daughter-in-law, son-in-law, significant other, 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 three(3) 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 taking of such leave except in cases of emergency. A fourth (4th) day shall be granted in accordance with the provisions of this paragraph when requested by a teacher who has utilized two (2) of his/her three (3) previous personal days for religious observance.

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.

TEACHERS' SECTION ARTICLE XX

Extended Leave of Absence

- A. The Board of Education shall grant maternity/child rearing leave without pay upon request subject to state law and the following rules and regulations:
- 1. A pregnant employee shall notify the superintendent of her pregnancy, and shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by reason of her pregnancy, and terminating upon the date she is able to resume the performance of her duties, as determined by the written certification of her attending physician.
- 2. The request for maternity/child rearing leave shall normally be made sixty (60) days prior to the expected commencement of said leave.
- 3. The approved leave may be shortened or lengthened upon request by the teacher and the approval of the Superintendent and Board of Education.
- 4. Any employee adopting an infant child under two (2) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to

fulfill the requirements for adoption. Such leave shall only be granted to one spouse if both work within the school district.

- 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 tenured teachers only who join the Peace Corps, VISTA, National Teachers Corps., or serve as an exchange teacher or overseas teacher, and are full-time participants of such programs, or accept a Fulbright Scholarship.
- C. Upon the recommendation of the superintendent and approval of the Board, a tenured 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.

1. When a teacher has been granted a leave of absence he/she shall not be penalized by having taken away from him/her any benefits earned by him/her up to the time of his/her entry on his/her leave of absence.

2. Upon returning from leave of absence granted pursuant to Sections C or D of this Article, an employee shall be considered as if he/she had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

TEACHERS' SECTION ARTICLE XXI

Non-Teaching Duties

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end.
- B. A teacher shall be compensated at the NJ OMB rate per mile in 2018-2021 for the use of his/her own automobile in the performance of his/her duties outside of the District. In-district travel is non-reimbursable.
- C. All high school teachers assigned to study hall, detention, and lunchroom duties shall be notified of such assignments no later than July 1 of the preceding school year. In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after July 1, the Association and any teacher affected shall be notified promptly in writing within one week of the making of such decision.

TEACHERS' SECTION ARTICLE XXII

Salaries

A. Salaries for all employees covered by this section of the Agreement for the 2018-19, 2019-20, 2020-21 school years shall be those set forth in Schedules A-1, A-2, and A-3, respectively, which are annexed to this Agreement, made a part hereof and incorporated herein by reference as though set forth at length.

1. The per diem rate for certificated ten-month employees shall be 1/184 of the annual salary as set forth in the annexed salary guides.

2. Certificated ten-month employees who do not begin

employment on the first day of a new pay period shall be paid at the per diem rate for each day worked until the next regular pay period begins (either the 1st or the 15th of the month).

- B. The Board of Education and the Ridgefield Park Education Association shall continue to work collaboratively on the structure of salary guides.
- C. 1. The salary guides set forth in Schedules A-1, A-2 and A-3 of this Agreement shall provide for the following classifications:
- (a) BA
- (b) BA + 10
- (c) BA + 20
- (d) MA
- (e) MA + 10
- (f) MA + 20
- (g) MA + 30
- (h) MA + 45
- (I) Ph.D.
- 2. Teachers successfully completing all requirements for advancement to the next column of the teacher salary guide shall submit proof of same to the superintendent of schools. Placement on the appropriate column shall be made on September 1 next succeeding said completion.
- 3. Each employee may individually elect to have his/her salary directly deposited into an account in the banking institution of his/her choice.
- D. The salary guides, (A-1, A-2 and A-3) for each column shall have eighteen (18) steps, (17) increments.
- E. 1. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.
- 2. 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.

- 3. Whenever an employee's employment adjustment and/or increment is withheld, the individual involved shall have the right to appeal that action to the Board of Education. Upon filing in writing a Notice of Appeal setting forth the reasons why it is alleged that such action should be rescinded, a hearing will be afforded by the Board.
- 4. At such hearing, the individual shall have the right to be represented by counsel of his/his own choosing or by his/her duly designated representative(s).
- 5. If the Board confirms its prior withholding, the individual shall have the right to appeal to the Commissioner of Education. The employee 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 individual 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.
- 6. The term "increment" as used herein is intended to mean the next step on 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/she 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.
- 7. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

F. Longevity steps in 2018-2021 will begin after the fifteenth year of service in Ridgefield Park, after the twentieth year of service in Ridgefield Park and after the twenty-fifth year of service in Ridgefield Park, in the sum of one thousand five hundred dollars (\$1,500.00) after fifteen years, two thousand seven hundred fifty dollars (\$2,750.00) after twenty years, and four thousand dollars (\$4,000.00) after twenty-five years.

| After | 2018 - 21 |
|----------|-------------|
| 15 years | \$ 1,500.00 |
| 20 years | \$ 2,750.00 |
| 25 years | \$ 4,000.00 |

The Ridgefield Park Board of Education and the Ridgefield Park Education Association agree that effective, September 1996 longevity increments will be adjusted annually in September with retroactive credit going back to the first of the month after the anniversary date of employment, prorated.

- G. Employees, who have earned a Master's Degree from an accredited program that required more than 40 credits, shall be moved laterally along the guide for each 20 credits above 40. All credits above 40 must have been required by the attended institution in order to have the pursued degree conferred. (e.g. 60 credit Master's Degree would place employee at MA + 20) Degree must be in subject being taught.
- H. School nurses and staff members who work in Guidance and Special Services who are offered summer employment as an extension of their regular school year responsibilities shall be compensated at an hourly rate of \$50 for the summer employment.

TEACHERS' SECTION ARTICLE XXIII

Insurance Provisions

A. Health Insurance – All staff hired after July 1, 2014, for a period of two (2) years, will be provided with only single coverage health insurance. Beginning with the third (3) year of employment, the employee shall have the same health benefits coverage in

effect for the entire bargaining unit. The employee may opt to purchase additional coverage (member and spouse, parent and child, or family coverage), but will be required to pay the difference for this coverage and the single coverage provided by the Board.

- 1. 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 twelvemonth period commencing September 1 and ending August 31.
- 2. 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 Plan.
- 3. Employees covered under this Article shall contribute the following percentage of their salary towards health insurance: 1.5% or the minimum set forth by statute, regulation, or code. Contributions shall be made through payroll deduction.
- 4. If the Cadillac Tax is implemented into law, the Association will meet with the Board to discuss the impact.
- B. Dental Insurance The Board shall provide dental insurance for each employee and, in cases where appropriate, for family coverage. The Board shall pay the full premium for the provided coverage. The maximum yearly benefit shall be \$1500 per plan participant.
- C. The Board shall provide each employee with a description of the health care and dental 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.

- D. Effective January 1, 1993, the Board shall provide temporary disability benefits for illness or injury after the exhaustion of annual and accumulated sick leave. Benefits begin after all accumulated sick leave has been used, or after 30 days, whichever is later. The employee shall be entitled to a maximum twenty-six (26) weeks of benefit. The weekly benefit shall be determined by the carrier annually. This plan shall be underwritten by the Washington National Insurance Company and shall be provided as per Plan I of the NJEA Umbrella Temporary Disability Benefits Plans. The Board of Education shall pay 100% of the cost for said coverage. It is understood that the plan benefits and rates shall reflect appropriate increases to provide coverage at least equal to that provided under the New Jersey Temporary Disability Benefits Law (NJSA 43:21-42).
- E. Employees who notify the Board in writing and provide proof of other medical and prescription coverage may waive coverage and receive an annual payment of \$3,500 for family coverage and \$3,000 for other coverage (pro-rated for partial year waiver). The Board shall establish an IRS Section 125 Plan and the payments will be made in two equal installments, one on or about January 15th and one on or about July 15th. Employees may re-enroll in waived coverage upon any of the life events as designated by the Department of Insurance or during the open enrollment period.

TEACHERS' SECTION ARTICLE XXIV

Teacher Facilities

- A. If teachers in the following categories make requests for uniforms to be worn in the performance of their teaching duties, 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 appropriately 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 the special teachers in each building.
- 3. The Association is willing to research the actual need expressed in the proposal for every teacher to be provided with a desk or filing cabinet that can be locked. The Board/Administration will address the need when it is presented with facts.
- C. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The cost of maintaining said vending machines will be paid by the Association.

TEACHERS' SECTION ARTICLE XXV

Advisory Council

The faculty of each school building shall elect an Advisory Council for each 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 herein above 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, textbooks, distribution of materials and supplies, discipline and parent visitation. Said council shall consist of not more than one (1) member for every 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, textbooks, 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.

TEACHERS' SECTION ARTICLE XXVI

Deductions from Salaries

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/her desire to have deductions made from his/her compensation for the purpose of paying the employee's dues to the Association, said dues shall be deducted from the compensation of such employee and the moneys so deducted shall be transmitted to the Association designated by the employee in such request. The Board shall make deductions for Washington National Insurance upon 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/she shall indicate in the authorization to the Board and the moneys 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 moneys transmitted to the Association by the Board in accordance with the authorization received from the employee to the appropriate association or association 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 1 or June 1 and become effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

TEACHERS' SECTION ARTICLE XXVII Representation Fee

A. Purpose of Fee
If an employee does not be

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 1) which is covered in whole or in part by this

Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs 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 regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee 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 promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee 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 employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

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

F. Save Harmless

The Association shall save the Board harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article.

G. In order for this Article to become effective, the Association must provide to the Board sufficient evidence that it has complied with the statutory requirement to establish an internal procedure for non-members who seek to challenge the appropriateness of the Agency Fee.

TÉACHERS' SECTION ARTICLE XXVIII

Miscellaneous Provisions

- A. 1. If any provision of this Agreement or any application 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.
- 2. An individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be printed at the separate expense of the Board and the Association to meet their own organizational needs.
- 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/she is assigned or at his/her home address.

2. If by the Association to the Board; c/o Superintendent of Schools, Ridgefield Park Board of Education, 712 Lincoln Avenue, Ridgefield Park, New Jersey 07660.

TEACHERS' SECTION ARTICLE XXIX

Duration of Agreement

This Agreement covering the teachers and all other employees herein after set forth shall become effective as of July 1, 2018 and shall continue until June 30, 2021.

SECRETARIES' SECTION ARTICLE I

Incorporated Articles

SECRETARIES' SECTION ARTICLE II

Secretary Rights

- A. Secretaries shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Public Laws of 1974 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, he/she shall be given adequate prior notice of the specific purpose of such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent his/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 re-employment 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.

SECRETARIES' SECTION ARTICLE III

Personal Freedom for Secretaries

- A. The personal life of a secretary is an appropriate concern for the attention of the Board only when it directly prevents the secretary from performing his/her assigned functions during the workday.
- 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 said secretary, providing said activities do not violate any local, state or federal laws.

SECRETARIES' SECTION ARTICLE IV

Secretary Employment

A.

- 1. 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.
- 2. Paragraph A.1. above, is intended to provide a procedural order of consideration and not a preference. It does not limit the Board's ability to consider all applications.
- 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.

SECRETARIES' SECTION ARTICLE V

Secretary Work Year

A. 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 4, Labor Day and the vacation period set forth below and they shall be paid at the start of said vacation.

| Vacation Time |
|---------------------------|
| Service to July 1st |
| pro rata share of 11 days |
| 11 days |
| 16 days |
| 21 days |
| |

No more than one-half (½) of secretaries in any one building may be on vacation at the same time. Any conflicts shall be resolved in favor of the employee with the greater seniority.

B. For employees working ten (10) months vacation shall be six (6) days with pay.

SECRETARIES' SECTION ARTICLE VI

Secretary Hours

- A. From September through June the arrival time for all secretaries shall be 8:00 A.M. and the departure time shall be 4:00 P.M. Secretaries at the Junior/Senior High School shall work 8 hours per day between the hours of 7:00AM and 4:00PM. Daily schedules shall be determined by principal.
- 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 secretary's 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.

- 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.
- F. Overtime shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) per week (effective prospectively).
- G. Secretaries shall be released up to four (4) times per year at 3:20 p.m. in order to attend Association membership meetings.
- H. Secretaries shall be allowed a twenty (20) minute break in the morning and the afternoon.
- I. When an employee is asked to work beyond the normal working hours, such additional time must be discussed by the supervisor with the employee. If the additional time on the job will result in overtime pay or other compensatory time, such arrangements must be agreed to by both parties prior to the work performed. The district is not required to retroactively provide overtime or compensation time after the fact.

SECRETARIES' SECTION 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. A secretary shall be compensated at the IRS rate for use of his/her automobile in the performance of his/her duties outside of the District. In-district travel is non-reimbursable.

SECRETARIES' SECTION ARTICLE VIII

Professional Development and Educational Improvement for Secretaries

- A. 1. 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.
- 2. When a secretary requests approval of course work to be taken, the Board will pay an amount not to exceed sixty (60) percent of the NJ State College tuition cost for up to a total of six (6) credits per year, provided the course work is directly related to the secretary's employment and is previously approved by the superintendent. Said approval shall not be unreasonably withheld.
- 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.
- C. Secretaries shall receive the following additional annual stipends for satisfactory completion of college credits:

2018- 2021 9 credits \$ 500.00 30 credits \$1,500.00 64 credits \$2,500.00

SECRETARIES' SECTION 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. He/she shall be required to sign his/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-tenured secretaries shall be evaluated at least three (3) times a year; the first not later than November 15 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 include when pertinent:
- 1. Strengths of the secretary.
- 2. Weaknesses of the secretary.
- 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-tenured secretary be subject to the Grievance Procedure.

SECRETARIES' SECTION ARTICLE X

Extended Leave of Absence

A. The Board of Education shall grant maternity/child rearing leave without pay upon request subject to state law and the following rules and regulations:

- 1. A pregnant employee shall notify the superintendent of her pregnancy, and shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by reason of her pregnancy, and terminating upon the date she is able to resume the performance of her duties, as determined by the written certification of her attending physician.
- 2. The request for maternity/child rearing leave shall normally be made sixty (60) days prior to the expected commencement of said leave.
- 3. The approved leave may be shortened or lengthened upon request by the teacher and the approval of the Superintendent and Board of Education.
- 4. Any employee adopting an infant child under two (2) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for adoption. Such leave shall only be granted to one spouse if both work within the school district.
- 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/she shall not be penalized by having taken away from him/her any benefits earned by him/her up to the time of his/her entry on his leave of absence.

SECRETARIES' SECTION ARTICLE XI

Salaries

A. 1. Salaries for all employees covered by this section of the

Agreement shall be those set forth in Schedule B-1, which is annexed to this Agreement, made a part hereof and incorporated herein by reference as though set forth at length.

- 2. Each employee may individually elect to have his/her salary directly deposited into an account in the banking institution of his/her choice.
- B. The per diem rate for secretaries shall be 1/230 of the annual salary as set forth in the annexed salary schedules. Secretaries who do not begin employment on the first day of a new pay period shall be paid at the per diem rate for each day worked until the next regular pay period begins (either the 1st or the 15th of the month).
- C. Longevity steps in 2018-2021 for all employees covered by this section of the Agreement shall be those set forth in Schedule B-1, which is annexed to this Agreement, made a part hereof and incorporated herein by reference as though set forth at length.

SECRETARIES' SECTION ARTICLE XII

Reduction in Force

- A. In the event of a reduction in force caused by the abolishment of a secretarial position, the following procedures shall apply:
- 1. The least senior secretary qualified to fill the remaining secretarial position shall be the one dismissed.
- 2. Qualification shall be defined as possessing the requisite skills to efficiently perform the duties and responsibilities inherent in the remaining positions.
- 3. The Board shall maintain a recall list. Recalls shall be accomplished in the reverse order of lay-off provided that the individual is qualified to fill the vacant position.
- 4. Upon recall, salary and benefits shall be restored to their former level.

CUSTODIANS' SECTION ARTICLE I

Incorporated Articles

CUSTODIANS' SECTION ARTICLE II

Custodian Rights

A. Custodians shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Public Laws of 1974 or under any other laws of the State of New Jersey, the United States and the Constitution of the United States and 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 a 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(s) of the Association present to advise him/her and represent him/her during such meeting or interview. The provisions of the above paragraph relative to the interview and 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.

- D. A custodian shall be on probation for his/her first three (3) years of service. Any discharge during the probationary period shall not be subject to arbitration. After three (3) years and one (1) day of service, any discharge of a custodian must be with just cause and is subject to the grievance/arbitration procedure.
- E. Employees assigned to work alone in a building shall have a communication system to others outside the building.

CUSTODIANS' SECTION ARTICLE III

Personal Freedom for Custodians

- A. The personal life of a custodian is an appropriate concern for the attention of the Board only when it directly prevents the custodian from performing his/her assigned functions during the work day.
- B. Custodians shall be entitled to full rights of citizenship, and no religious or political activities of any custodian, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said custodian, providing said activities do not violate any local, state or federal laws.

CUSTODIANS' SECTION ARTICLE IV

Custodian Employment

- A. 1. Custodians 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.
- 2. Paragraph A.1., above, is intended to provide a procedural order of consideration and not a preference. It does not limit the Board's ability to consider all applications.
- 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.

CUSTODIANS' SECTION ARTICLE V

Custodian Work Year

- A. All custodians employed in the Ridgefield Park School District shall receive the following holidays each year:
- 1. New Year's Day
- 2. Washington's Birthday
- 3. Good Friday
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Columbus Day
- 8. Thanksgiving Day
- 9. Friday after Thanksgiving
- 10. Christmas Eve Day
- 11. Christmas Day
- 12. Employee's Birthday (at least one week's advance notice shall be provided to the Superintendent of Schools prior to this absence. If the birthday falls on a Saturday, Sunday or holiday, it shall be taken on the day immediately before or after the birthday.) 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 | Vacation Time Service to July 1st |
|-------------------------|-----------------------------------|
| 0-1 years | pro rata share of 2 weeks |
| 1-9 years | 2 weeks |
| 10-14 years | 3 weeks |
| 15 or more years | 4 weeks |

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

CUSTODIANS' SECTION ARTICLE VI

Custodian Hours

- A. The in-school workday may be shortened at the sole discretion of the Superintendent.
- B. All custodians shall be regularly scheduled to work eight (8) hours per day exclusive of a one-hour duty-free lunch.
- C. Overtime shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) per week (effective prospectively).
- D. Custodians shall receive a minimum of two (2) hours of pay in instances when they are called back to work in addition to their regularly scheduled eight (8) hour shifts.
- E. Custodians shall be released up to four (4) times per year at 3:20 p.m. in order to attend Association membership meetings. One custodian shall remain on duty in each elementary building during such meetings.

CUSTODIANS' SECTION ARTICLE VII

Custodian Assignment

- A. In the event that changes are to be made in a custodian's assignment or building, the Superintendent of Schools or building principal 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. A custodian shall be compensated at the IRS rate for use of his/her automobile in the performance of his/her duties outside the District. In-district travel is non-reimbursable.

CUSTODIANS' SECTION ARTICLE VIII

Professional Development and Improvement for Custodians
The Board requires that all newly hired custodians obtain their low
pressure boilers operator's license (AKA: Black Seal License) by
the end of the first year of employment. Any newly hired custodian
who does not obtain their license by the end of the first year of
employment will be non-renewed. Existing custodians will have
one (1) year to obtain their license and will have their salaries
frozen until they show receipt of the license. Upon receiving their
boiler license, the board agrees to reimburse each custodian for
their school fees, and any other fees associated with procuring the
license. The board agrees to pay the annual fees thereafter.

CUSTODIANS' SECTION 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 a written evaluation report prepared by 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/she shall be required to sign his/her complete 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-tenured employee be subject to the Grievance Procedure.

CUSTODIANS' SECTION ARTICLE X

Extended Leaves of Absence

- A. The Board of Education shall grant maternity/child rearing leave without pay upon request subject to state law and the following rules and regulations:
- 1. A pregnant employee shall notify the superintendent of her pregnancy, and shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by reason of her pregnancy, and terminating upon the date she is able to resume the performance of her duties, as determined by the written certification of her attending physician.
- 2. The request for maternity/child rearing leave shall normally be made sixty (60) days prior to the expected commencement of said leave.
- 3. The approved leave may be shortened or lengthened upon request by the teacher and the approval of the Superintendent and Board of Education.
- 4. Any employee adopting an infant child under two (2) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for adoption. Such leave shall only be granted to one spouse if both work within the school district.
- B. 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/she shall not be penalized by having taken away from him/her any benefits earned by him/her up to the time of his/her entry on his/her leave of absence.

CUSTODIANS' SECTION ARTICLE XI

Salaries

- A. 1. Salaries for all employees covered by this section of the Agreement shall be those set forth in Schedule B-2, which is annexed to this Agreement, made a part hereof and incorporated herein by reference as though set forth at length.
- 2. Each employee may individually elect to have his/her salary directly deposited into an account in the banking institution of his/her choice.
- B. The per diem rate for custodians shall be 1/250 of the annual salary as set forth in the annexed salary schedules. Custodians who do not begin employment on the first day of a new pay period shall be paid at the per diem rate for each day worked until the next regular pay period begins. (either the 1st or the 15th of the month).
- C. Longevity steps in 2018-2021 for all employees covered by this section of the Agreement shall be those set forth in Schedule B-2, which is annexed to this Agreement, made a part hereof and incorporated herein by reference as though set forth at length.

Schedule B-2

| After | 2018-2021 |
|----------|-------------|
| 5 years | \$ 750 |
| 10 years | \$ 1,450.00 |
| 15 years | \$ 2,500.00 |

CUSTODIANS' SECTION ARTICLE XII

Custodians' Facilities

- A. The Board shall provide annually a uniform package for each custodian. Custodians will be able to select from a list of the following: safety shoes, three (3) season jacket, slacks, shirts, and sweatshirts. Each item will have a cost assigned and custodians will select an individual package. The cost of each custodian's uniform package may not exceed \$250.00 per year. Custodians shall be required to wear uniforms, including safety shoes, at all times.
- B. The Board will make provisions to provide appropriate rain gear for inclement weather.
- C. Each school shall have, as a facility, an appropriately furnished room which shall be reserved for the use of custodians as a custodial office.

TEACHER ASSISTANTS' SECTION ARTICLE I

Incorporated Articles

Articles I, II, III, IV, V, VI, XXV,XXVI, XXVII, XXVIII and XXIX of the Teachers' section of the Agreement are annexed to this section, made apart 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 Teacher Assistants.

TEACHER ASSISTANTS' SECTION ARTICLE II

Teacher Assistants' Rights

A. Teacher Assistants shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Public Laws of 1974 or under any other laws of the State of New Jersey, the United States and the Constitution of the United States and 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 a teacher assistant 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 teacher assistant in the system, he/she shall be given adequate prior notice of the specific purpose of such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. The provisions of the above paragraph relative to the interview and representation to which a teacher assistant is declared to be entitled during said interview, shall not, however, be deemed to apply in cases involving non-tenure teacher assistants where the purpose of said interview is to discuss the question as to whether or not said teacher assistant will be offered a contract of reemployment in the Ridgefield Park School System.

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

D. A teacher assistant shall be on probation for his/ her first three (3) years of service. Any discharge during the probationary period shall not be subject to arbitration. After three (3) years and one (1) day of service, any discharge of a teacher assistant must be with just cause and is subject to the grievance/arbitration procedure.

TEACHER ASSISTANTS' SECTION ARTICLE III

Personal Freedom for Teacher Assistants

- A. The personal life of a teacher assistant is an appropriate concern for the attention of the Board only when it directly prevents the teacher assistant from performing his/her assigned functions during the work day.
- B. Teacher assistants shall be entitled to full rights of citizenship, and no religious or political activities of any teacher assistant, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said Teacher Assistant, providing said activities do not violate any local, state or federal laws.

TEACHER ASSISTANTS' SECTION ARTICLE IV

Teacher Assistant Employment

A. After 10 years of service in the position, in the event of a reduction in force, teacher assistants shall be laid off in the inverse order of seniority.

TEACHER ASSISTANTS' SECTION ARTICLE V

Teacher Assistant Work Year

A. The in-school work year for teacher assistants 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. One (1)

additional professional day may be added to the in-school work year. The date for said professional day shall be developed by the administration in consultation with the Executive Board of the Association. (Consultation by the Association shall be advisory only)

- 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 2018-19, 2019-2020, and 2020-21 shall be annexed to this Agreement as Schedules C-1, C-2 and C-3 for reference purposes only.
- D. Teacher assistant attendance shall not be required whenever student attendance is not required due to inclement weather.

TEACHER ASSISTANTS' SECTION ARTICLE VI

Teacher Assistant Hours

- A. Teacher Assistants hours and work day shall be at the complete discretion of the Board, except that Teacher Assistants shall not be required to arrive earlier or depart later than the times set forth in Article XIIA of the Teachers' Section.
- B. Teacher Assistants shall not be required to work more than 30 hours per week.
- C. Teacher assistants' participation in field trips, which extend beyond the teacher's in-school workday shall be voluntary, unless no other teacher assistant volunteers.
- D. When a teacher assistant must change buildings it shall be done not more than once per day and sufficient time shall be provided for any such building change.

TEACHER ASSISTANTS' SECTION ARTICLE VII

Teacher Assistant Assignment

A. In the event that changes are to be made in a teacher assistant's assignment or building, the Superintendent of Schools or building principal shall notify the teacher assistant and the Association of said change in writing as far ahead of said change as is practicable

B. A teacher assistant shall be compensated at the NJ OMB rate for use of his/her automobile in the performance of his/her duties outside the District. In-district travel is non-reimbursable.

TEACHER ASSISTANTS' SECTION ARTICLE VIII

Professional Development and Educational Improvement

A. 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 mandated sessions recommended by the Administration, the Superintendent, and approved by the Board. Automobile expenses shall be reimbursed at the current NJ OMB rate.

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. Such programs shall not conflict with the normal school day except with Board approval. Consultation by the Association shall be advisory only.

TEACHER ASSISTANTS' SECTION ARTICLE IX

Teacher Assistant Evaluation

- A. All monitoring or observation of the work performance of a teacher assistant shall be conducted openly and with full knowledge of the teacher assistant.
- B. A teacher assistant shall be given a copy of a written evaluation report prepared by 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 assistant's file or otherwise acted upon without a prior conference with the teacher assistant. No teacher assistant shall be required to sign a blank or incomplete evaluation form. He/she shall be required to sign his/her complete 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. Teacher assistants shall have two evaluations per year.
- D. In no event shall any evaluation report of a non-tenured employee be subject to the Grievance Procedure.

TEACHER ASSISTANTS' SECTION ARTICLE X

Sick and Personal Leave

- A. All teacher assistants shall be entitled to ten (10) sick leave days per year which shall be cumulative.
- B. Employees shall present, when requested by the superintendent or his/her agent, a doctor's certificate in cases of absence due to personal illness of five (5) or more consecutive days.
- C. Teacher assistants shall be entitled to bereavement leave of up to three (3) days per year in instances of death in the immediate family. Immediate family shall be considered: father, mother, spouse, child, brother, sister, grandparent, step-child, mother-in-law, father-in-law, daughter-in-law, son-in-law, significant other, or

or any member of the immediate household.

D. Teacher assistants shall be entitled to one (1) personal day leave per year. One (1) day 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 taking of such leave except in cases of emergency.

TEACHER ASSISTANTS' SECTION ARTICLE XI

Extended Leaves of Absence

- A. 1.An employee shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said employee may request a disability 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 assistant, 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 assistant to return at the beginning of a school year.
- 2. Any employee adopting an infant child under two (2) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for adoption. Such leave shall only be granted to one spouse if both work within the school district.
- 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/she shall not be penalized by having taken away from him/her any benefits earned by him/her up to the time of his/her entry on his/her leave of absence.

TEACHER ASSISTANTS' SECTION ARTICLE XII

Salaries

- A. Salaries for all employees covered by this section of the Agreement shall be those set forth in Schedule B-3, which is annexed to this Agreement, made a part hereof and incorporated herein by reference as though set forth at length.
- 1. The per diem rate for teacher assistants shall be 1/184 of the annual salary as set forth in the annexed salary schedules
- 2. Teacher assistants who do not begin employment on the first day of a new pay period shall be paid at the per diem rate for each day worked until the next regular pay period begins. (either the 1st or the 15th of the month).
- B. Each employee may individually elect to have his/her salary directly deposited into an account in the banking institution of his/her choice.
- C. The summer employment rate for a Teachers' Assistant shall be \$20.00/hr. in the 2018-2021 school years.
- D. Provided the Board's payroll vendor can provide the setup and make the deduction and without cost to the Board, the parties agree to implement a three-year pilot summer savings program. The program shall commence with the 2011-2012 school year. As of September 1, participating employees will have 10% of their bimonthly net pay (excluding stipends or extra compensation) deducted from each paycheck (after-tax dollars) and deposited into a non-interest bearing district account with payment to be made to the participating employee by one separate check by June 30. Employees must elect in writing to participate before August 1 for the subsequent year. Participation must continue for the entire year and in the amount selected.

TEACHER ASSISTANTS' SECTION ARTICLE XIII

Insurance Provisions

A. Except as may otherwise be required by law, Teacher Assistants shall not be provided with health benefits, including (but is not limited to) medical insurance, dental insurance, and vision insurance.)

Schedule A-1 Teachers' Salary Guide 2018-19

| Step | BA . | BA+10 | BA+20 | MA | MA+10 | MA+20 | MA+30 | MA+45 | PHD |
|------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| 1 | 58,446 | 60,771 | 62,596 | 64,421 | 66,746 | 68,571 | 70,346 | 72,121 | 74,396 |
| 2 | 59,286 | 61,611 | 63,436 | 65,261 | 67,586 | 69,411 | 71,186 | 72,961 | 75,236 |
| 3 | 59,986 | 62,311 | 64,136 | 65,961 | 68,286 | 70,111 | 71,886 | 73,661 | 75,936 |
| 4 | 60,686 | 62,921 | 64,836 | 66,661 | 68,986 | 70,811 | 72,586 | 74,361 | 76,636 |
| 5 | 61,686 | 64,011 | 65,836 | 67,661 | 69,986 | 71,811 | 73,586 | 75,361 | 77,636 |
| 6-9 | 62,686 | 65,011 | 66,836 | 68,661 | 70,986 | 72,811 | 74,586 | 76,361 | 78,636 |
| 10 | 63,686 | 66,011 | 67,836 | 69,661 | 71,986 | 73,811 | 75,586 | 77,361 | 79,636 |
| 11 | 64,696 | 67,011 | 68,836 | 70,661 | 72,986 | 74,811 | 76,586 | 78,361 | 80,636 |
| 12 | 65,886 | 68,211 | 70,036 | 71,861 | 74,186 | 76,011 | 77,786 | 79,561 | 81,736 |
| 13 | 67,286 | 69,611 | 71,436 | 73,261 | 75,586 | 77,411 | 79,186 | 80,961 | 83,236 |
| 14 | 68,986 | 71,311 | 73,136 | 74,961 | 77,286 | 79,111 | 80,886 | 82,661 | 84,936 |
| 15 | 70,986 | 73,311 | 75,136 | 76,961 | 79,286 | 81,111 | 82,886 | 84,661 | 86,936 |
| 16 | 73,486 | 75,811 | 77,636 | 79,461 | 81,786 | 83,611 | 85,386 | 87,161 | 89,436 |
| 17 | 76,186 | 78,511 | 80,336 | 83,241 | 84,531 | 86,311 | 88,086 | 89,861 | 92,971 |
| 18 | 79,386 | 81,711 | 83,536 | 86,441 | 87,731 | 89,511 | 91,286 | 93,061 | 95,921 |
| 19 | 82,786 | 85,111 | 86,936 | 89,841 | 91,131 | 92,911 | 94,686 | 96,461 | 99,321 |
| 20 | 86,286 | 88,611 | 90,436 | 93,341 | 94,631 | 96,411 | 98,186 | 99,961 | 102,821 |
| 21 | 90,406 | 94,626 | 95,381 | 97,851 | 99,361 | 100,921 | 102,426 | 104,081 | 106,681 |

Schedule A-2 Teachers' Salary Guide 2019-20

| Step | BA | BA+10 | BA+20 | MA | MA+10 | MA+20 | MA+30 | MA+45 | PHD |
|------|--------|--------|--------|--------|---------|---------|---------|---------|---------|
| 1 | 58,946 | 61,271 | 63,096 | 64,921 | 67,246 | 69,071 | 70,846 | 72,621 | 74,896 |
| 2 | 60,036 | 62,361 | 64,186 | 66,011 | 68,336 | 70,161 | 71,936 | 73,711 | 75,986 |
| 3 | 60,801 | 63,126 | 64,951 | 66,776 | 69,101 | 70,926 | 72,701 | 74,476 | 76,751 |
| 4 | 61,501 | 63,736 | 65,651 | 67,476 | 69,801 | 71,626 | 73,401 | 75,176 | 77,451 |
| 5 | 62,501 | 64,826 | 66,651 | 68,476 | 70,801 | 72,626 | 74,401 | 76,176 | 78,451 |
| 6 | 63,501 | 65,826 | 67,651 | 69,476 | 71,801 | 73,626 | 75,401 | 77,176 | 79,451 |
| 7-10 | 64,501 | 66,826 | 68,651 | 70,476 | 72,801 | 74,626 | 76,401 | 78,176 | 80,451 |
| 11 | 65,501 | 67,826 | 69,651 | 71,476 | 73,801 | 75,626 | 77,401 | 79,176 | 81,451 |
| 12 | 66,701 | 69,026 | 70,851 | 72,676 | 75,001 | 76,826 | 78,601 | 80,376 | 82,551 |
| 13 🚊 | 68,101 | 70,426 | 72,251 | 74,076 | 76,401 | 78,226 | 80,001 | 81,776 | 84,051 |
| 14 | 69,801 | 72,126 | 73,951 | 75,776 | 78,101 | 79,926 | 81,701 | 83,476 | 85,751 |
| 15 | 71,801 | 74,126 | 75,951 | 77,776 | 80,101 | 81,926 | 83,701 | 85,476 | 87,751 |
| 16 | 74,301 | 76,626 | 78,451 | 80,276 | 82,601 | 84,426 | 86,201 | 87,976 | 90,251 |
| 17 | 77,001 | 79,326 | 81,151 | 84,056 | 85,346 | 87,126 | 88,901 | 90,676 | 95,536 |
| 18 | 80,201 | 82,526 | 84,351 | 87,256 | 88,546 | 90,326 | 92,101 | 93,876 | 96,736 |
| 19 | 83,601 | 85,926 | 87,751 | 90,656 | 91,946 | 93,726 | 95,501 | 97,276 | 100,136 |
| 20 | 87,101 | 89,426 | 91,251 | 94,156 | 95,446 | 97,226 | 99,001 | 100,776 | 103,636 |
| 21 | 91,221 | 95,441 | 96,196 | 98,666 | 100,176 | 101,736 | 103,241 | 104,898 | 107,496 |

Schedule A-3 Teachers' Salary Guide 2020-21

| Step | ВА | BA+10 | BA+20 | MA | MA+10 | MA+20 | MA+30 | MA+45 | PHD |
|------|--------|--------|--------|--------|---------|---------|---------|---------|---------|
| 1 | 59,446 | 61,771 | 63,596 | 65,421 | 67,746 | 69,571 | 71,346 | 73,121 | 75,396 |
| 2 | 60,446 | 62,771 | 64,596 | 66,421 | 68,746 | 70,571 | 72,346 | 74,121 | 76,396 |
| 3 | 61,446 | 63,771 | 65,596 | 67,421 | 69,746 | 71,571 | 73,346 | 75,121 | 77,396 |
| 4 | 62,601 | 64,836 | 66,751 | 68,576 | 70,901 | 72,726 | 74,501 | 76,276 | 78,551 |
| 5 | 63,601 | 65,926 | 67,751 | 69,576 | 71,901 | 73,726 | 75,501 | 77,276 | 79,551 |
| 6 | 64,601 | 66,926 | 68,751 | 70,576 | 72,901 | 74,726 | 76,501 | 78,276 | 80,551 |
| 7 | 65,601 | 67,926 | 69,751 | 71,576 | 73,901 | 75,726 | 77,501 | 79,276 | 81,551 |
| 8-11 | 66,601 | 68,926 | 70,751 | 72,576 | 74,901 | 76,726 | 78,501 | 80,276 | 82,551 |
| 12 | 67,801 | 70,126 | 71,951 | 73,776 | 76,101 | 77,926 | 79,701 | 81,476 | 83,651 |
| 13 | 69,201 | 71,526 | 73,351 | 75,176 | 77,501 | 79,326 | 81,101 | 82,876 | 85,151 |
| 14 | 70,901 | 73,226 | 75,051 | 76,876 | 79,201 | 81,026 | 82,801 | 84,576 | 86,851 |
| 15 | 72,901 | 75,226 | 77,051 | 78,876 | 81,201 | 83,026 | 84,801 | 86,576 | 88,851 |
| 16 | 75,401 | 77,726 | 79,551 | 81,376 | 83,701 | 85,526 | 87,301 | 89,076 | 91,351 |
| 17 | 78,101 | 80,426 | 82,251 | 85,156 | 86,446 | 88,226 | 90,001 | 91,776 | 94,636 |
| 18 | 81,301 | 83,626 | 85,451 | 88,356 | 89,646 | 91,426 | 93,201 | 94,976 | 97,836 |
| 19 | 84,701 | 87,026 | 88,851 | 91,756 | 93,046 | 94,826 | 96,601 | 98,376 | 101,236 |
| 20 | 88,201 | 90,526 | 92,351 | 95,256 | 96,546 | 98,326 | 100,101 | 101,876 | 104,736 |
| 21 | 92,321 | 96,541 | 97,296 | 99,766 | 101,276 | 102,836 | 104,341 | 105,996 | 108,596 |
| | | | | | | | | | |

Schedule A-4 EXTRA COMPENSATION

High School

| -7-P 0411041 | | | |
|---|----------------|---------------|----------|
| | 18-19 | 19-20 | 20-21 |
| Adult Education Director | \$16,041 | \$16,041 | \$16,362 |
| A/V Coordinator/Stage Manager | \$9,966 | \$9,966 | \$10,166 |
| Band Director (2 Directors: split evenly) | \$6,878 | \$6,878 | \$7,016 |
| Busing and Detention Coordinator | \$10,165 | \$10,165 | \$10,369 |
| Class Advisors | | | |
| 7th Grade Advisor | \$1,717 | \$1,717 | \$1,752 |
| 8th Grade Advisor | \$1,717 | \$1,717 | \$1,752 |
| Freshman | \$1,958 | \$1,958 | \$1,998 |
| Sophomore | \$2,188 | \$2,188 | \$2,232 |
| Junior | \$5,486 | \$5,486 | \$5,596 |
| Seniors (2 Advisors: split evenly) | \$6,778 | \$6,778 | \$6,914 |
| Honor Society Advisor | \$2,745 | \$2,745 | \$2,800 |
| Idler Advisor | \$5,967 | \$5,967 | \$6,087 |
| Idler Business Advisor | \$2,274 | \$2,274 | \$2,320 |
| Math Team Advisor | \$3,072 | \$3,072 | \$3,134 |
| Science League Advisor | \$1,246 | \$1,246 | \$1,271 |
| Biology Coach | \$778 | \$ 778 | \$794 |
| Chem/Physics Coach | \$778 | \$778 | \$794 |
| 1/2 Time Science L. Coach | \$390 | \$390 | \$398 |
| Student Govt. Advisor | \$4,943 | \$4,943 | \$5,042 |
| Peer Mediation Advisor | \$4,943 | \$4,943 | \$5,042 |
| Scarlet Letter Advisor | \$3,427 | \$3,427 | \$3,496 |
| Scarlet Quill Advisor | \$5,967 | \$5,967 | \$6,087 |
| Scarlet Quill – Bus. Advisor | \$2,051 | \$2,051 | \$2,093 |
| Play Director | \$6,878 | \$6,878 | \$7,016 |
| Music Director | \$3,072 | \$3,072 | \$3,134 |
| Treasurer, RPHS Funds | \$6,630 | \$6,630 | \$6,763 |
| Academic Decathlon | \$3,072 | \$3,072 | \$3,134 |
| Debate Team Advisor | \$3,072 | \$3,072 | \$3,134 |
| JV Debate Team Advisor | \$1,797 | \$1,797 | \$1,833 |
| High School Nurse Stipend | \$2,550 | \$2,550 | \$2,601 |
| | | | |

| Elementary Schools | 18-19 | 19-20 | 20-21 |
|--|---------|---------|---------------------|
| Personal Aide (per hr.) IGE Unit Leaders Grant (2) | \$19.90 | \$19.90 | \$20.30 |
| Roosevelt (2) Lincoln (2) | | | |
| ntramural Coaches (per hr.) | \$39.67 | \$39.67 | \$40.46 |
| Safety Patrol Advisor | φ39.U1 | \$39.U7 | φ 4 0.40 |
| Grant | \$1,816 | \$1,816 | \$1,853 |
| Roosevelt | \$1,816 | \$1,816 | \$1,853 |
| Lincoln | \$1,816 | \$1,816 | \$1,853 |
| Feacher - In - Charge | | | |
| Grant | \$4,943 | \$4,943 | \$5,042 |
| Roosevelt | \$4,943 | \$4,943 | \$5,042 |
| Lincoln | \$4,943 | \$4,943 | \$5,042 |
| Breakfast Program Supervisor | · | · | |
| Grant | \$4,477 | \$4,477 | \$4,567 |
| Roosevelt | \$4,477 | - | • |
| Lincoln | \$4,477 | \$4,477 | \$4,567 |
| Elementary Coordinator of Schools | • • | , | . , |
| & Community Programs | \$4,200 | \$4,200 | \$4,284 |
| Regular Teacher Substitute | | | |
| Time (per minute) | \$0.94 | \$0.94 | \$0.96 |
| Mileage: Current IRS Rate | | | |
| Home Instruction (per hour) | \$55.27 | \$55.27 | \$56.38 |
| Saturday Detention (per hour) | \$39.66 | \$39.66 | \$40.45 |
| Curriculum Development /Summer | | | - 44 |
| Employment (per hour) | \$45.69 | \$45.69 | \$46.60 |
| Substitute Caller | • | \$4,200 | \$4,284 |
| Peer Modeling | | \$4,200 | \$4,284 |
| After School (per session) | , | | , ., ., |
| Library Coverage | \$25.00 | \$25.00 | \$25.50 |
| Detention | \$25.00 | | \$25.50 |
| Guidance Counselor Comp for testing, | \$55.27 | | \$56.38 |
| morning and evening programs (per hr.) |)ii | | |
| Dean of Students (2) | \$4,000 | \$4,000 | \$4,080 |
| 63 | - | • | - |
| • | | | |

Schedule A-5 Athletic – Extra Compensation

| | 18-19 | 19-20 | 20-21 |
|------------------------|----------|----------|----------|
| Football | | | |
| Head Coach | \$12,821 | \$12,281 | \$13,078 |
| Assistant Coach | \$8,539 | \$8,539 | \$8,710 |
| Assistant Coach | \$8,539 | \$8,539 | \$8,710 |
| Assistant Coach | \$8,539 | \$8,539 | \$8,710 |
| Freshman Head Coach | \$8,539 | \$8,539 | \$8,710 |
| Freshman Assist. Coach | \$8,539 | \$8,539 | \$8,710 |
| Cross Country | \$7,392 | \$7,392 | \$7,540 |
| Volleyball | | | |
| Head Coach | \$8,247 | \$8,247 | \$8,412 |
| Assistant Coach | \$6,047 | \$6,047 | \$6,168 |
| Golf | \$4,770 | \$4,770 | \$4,866 |
| Tennis (girls) | \$4,770 | \$4,770 | \$4,866 |
| Basketball (Boys) | 122 | | |
| Head Coach | \$11,513 | \$11,513 | \$11,744 |
| Assistant Coach | \$7,625 | \$7,625 | \$7,778 |
| Freshman Coach | \$7,625 | \$7,625 | \$7,778 |

| | 18-19 | 19-20 | 20-21 |
|------------------------|----------|----------|-----------------|
| Wrestling | | 8 | |
| Head Coach | \$11,513 | \$11,513 | \$11,744 |
| Assistant Coach | \$7,625 | \$7,625 | \$7,778 |
| Baseball | | | |
| Head Coach | \$10,930 | \$10,930 | \$11,149 |
| Assistant Coach | \$7,524 | \$7,524 | \$7,675 |
| Freshman Coach | \$7,524 | \$7,524 | \$7,675 |
| Winter Track | | | |
| Head Coach | \$8,247 | \$8,247 | \$8,412 |
| Assistant Coach | \$5,476 | \$5,476 | \$5,586 |
| Varsity and JV Bowling | \$5,976 | \$5,976 | \$6,096 |
| Basketball (Girls) | | | |
| Head Coach | \$11,513 | \$11,513 | \$11,744 |
| JV Basketball | \$7,625 | \$7,625 | \$7, 778 |
| Freshman Coach | \$7,625 | \$7,625 | \$7,778 |

| 17 | | | |
|-------------------------|----------|----------|----------|
| | 18-19 | 19-20 | 20-21 |
| Cheerleading | | | |
| Cheer 1 | \$4,770 | \$4,770 | \$4,866 |
| Cheer 2 | \$4,770 | \$4,770 | \$4,866 |
| Varsity Basketball | \$4,118 | \$4,118 | \$4,201 |
| JV Basketball | \$3,232 | \$3,232 | \$3,297 |
| Freshman Cheer | \$3,232 | \$3,232 | \$3,297 |
| Softball | | | |
| Head Coach | \$10,930 | \$10,930 | \$11,149 |
| JV Softball | \$7,524 | \$7,524 | \$7,675 |
| Freshman Softball | \$7,524 | \$7,524 | \$7,675 |
| Tennis (boys) | \$4,770 | \$4,770 | \$4,866 |
| Soccer Boys/Girls | | | |
| Head Coach | \$9,450 | \$9,450 | \$9,639 |
| JV Coach | \$6,342 | \$6,342 | \$6,469 |
| Track | | | |
| Coordinator | \$11,513 | \$11,513 | \$11,744 |
| Assistant Coach | \$7,392 | \$7,392 | \$7,540 |
| Assistant Coach | \$7,392 | \$7,392 | \$7,540 |
| Assistant Coach | \$7,392 | \$7,392 | \$7,540 |
| Assistant Coach | \$7,392 | \$7,392 | \$7,540 |
| Golf Head Coach (Coed.) | \$7,392 | \$7,392 | \$7,540 |
| | 66 | | |
| | | | |

| | 18-19 | 19-20 | 20-21 |
|------------------------|---------|---------|---------|
| 7/8 Grade | | | |
| Basketball (Boys) | \$6,956 | \$6,956 | \$7,096 |
| Basketball (Girls) | \$6,956 | \$6,956 | \$7,096 |
| Cheerleading | \$2,291 | \$2,291 | \$2,337 |
| Cross Country | \$4,770 | \$4,770 | \$4,866 |
| Spring Track | \$5,965 | \$5,965 | \$6,085 |
| Track Assistant Coach | \$3,153 | \$3,153 | \$3,217 |
| Softball | \$4,770 | \$4,770 | \$4,866 |
| Baseball | \$4,770 | \$4,770 | \$4,866 |
| Volleyball | \$4,770 | \$4,770 | \$4,866 |
| Wrestling | \$5,965 | \$5,965 | \$6,085 |
| Weight Room Supervisor | \$3,876 | \$3,876 | \$3,954 |

(to be divided based on 2 hours per day, 65 days per school year as scheduled by the director of Athletics

| 577 | 18-19 | 19-20 | 20-21 |
|--|----------|----------|----------|
| Game Help - Football | | | |
| Crowd Control | \$45.90 | \$45.90 | \$46.82 |
| Adult Ticket Takers | \$35.70 | \$35.70 | \$36.41 |
| Money Handlers | \$35.70 | \$35.70 | \$36.41 |
| Announcer | \$51.00 | \$51.00 | \$52.02 |
| Chains JV | \$20.40 | \$20.40 | \$20.81 |
| Varsity | \$51.00 | \$51.00 | \$52.02 |
| Game filming | \$102.00 | \$102.00 | \$104.04 |
| Game Help - Basketball/Wrestling/ | | | |
| Volleyball/Soccer Crowd Control | \$40.80 | \$40.80 | \$41.62 |
| Ticket Sellers | \$35.70 | \$35.70 | \$36.41 |
| Clock Operator | \$51.00 | \$51.00 | \$52.02 |
| Freshman | \$30.60 | \$30.60 | \$31.21 |
| JV | \$40.80 | \$40.80 | \$41.62 |
| 7 th and 8 th grade – girls/boys | | | |
| Clock Operator 1 game | \$51.00 | \$51.00 | \$52.02 |
| 2 games | \$71.40 | \$71.40 | \$72.83 |
| Announcer | \$35.70 | \$35.70 | \$36.41 |
| Game Filming | \$51.00 | \$51.00 | \$52.02 |
| Game Help – Track & Field/ | | | |
| Cross Country Track Workers | \$40.80 | \$40.80 | \$41.62 |
| Track Starter | \$67.32 | \$67.32 | \$68.67 |
| 68 | | | |

Schedule B-1: Secretaries

| | 2018 - 2021 |
|-------------------------------|-------------|
| Tier 1 Stipend | |
| Sec. to Building Principal | 4,000 |
| Sec to Director Spec Ser. | 4,000 |
| NJ Smart Secretary | 4,000 |
| Tier 2 Stipend | |
| Sec. to Dir. of Bldg. & Grds. | 3,000 |
| Sec. to Dir. of Athletics | 3,000 |
| Sec. to Dir. of Guidance | 3,000 |
| Special Services Secretary | 3,000 |

Secretaries: Guide

| Step | 18-19 | 19-20 | 20-21 |
|------|--------|--------|--------|
| 1 | 42,388 | 43,933 | 45,523 |
| 2 | 43,688 | 45,233 | 46,823 |
| 3 | 44,988 | 46,533 | 48,123 |
| 4 | 46,288 | 47,833 | 49,423 |
| 5 | 47,588 | 49,133 | 50,723 |
| 6 | 48,888 | 50,433 | 52,023 |
| 7 | 50,188 | 51,733 | 53,323 |
| 8 | 51,488 | 53,033 | 54,623 |

| Secretaries: | Tamaariitee |
|--------------|-------------|
| Secretaries. | Longevity |
| | |

(2018-2021)

| ۸ | ftor | |
|---|------|--|
| А | пег | |

5 years 750.00 10 years 1450.00 15 years 2,500.00

Schedule B-2

Custodial Salaries

(2017 - 2018)

| Starting Salary | \$39,000 |
|------------------------|----------|
| 2nd Shift Differential | \$2,025 |
| Custodian-In charge | \$3,673 |
| Primary Night | · |
| Shift Custodian | \$1,403 |
| Maintenance Stipend | \$5,000 |

Schedule B-3

Teacher Assistant Salaries

Teacher Assistant salaries shall receive an annual salary as follows:

2018-2019 \$23,500 2019-2020 \$24,205 2020-2021 \$24,931 Constitution

of the

Ridgefield Park Education Association

CONSTITUTION OF THE RIDGEFIELD PARK EDUCATION ASSOCIATION

Article I. — Name and Incorporation

Section 1. The name of this organization shall be the Ridgefield Park Education Association, hereafter referred to as the Association.

Section 2. It is incorporated as a non-profit corporation under Title 13, Sections 1-12 of Revised Statutes of the State of New Jersey.

Article II, - Affiliation

The Association shall be an affiliate of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association.

Article III. — Purposes

Section 1. To work for the welfare of students, the advancement of education, and the improvement of instructional opportunities for all.

Section 2. To develop and promote the adoption of such personnel policies and standards of preparation and participation as mark a profession.

Section 3. To represent its members and other

Section 4. To advance professional rights, status and responsibilities of its members as educators.

Section 5. To form a representative body to speak with authority for the members.

Section 6. To establish cooperation between the educator, the support staff and the community.

Section 7. To represent individual] and common interests of members before the Ridgefield Park Board of Education and other official and legal authorities.

Section 8. To form a representative body which will function effectively with the County, State, and National Education Associations.

Section 9. To develop and promote a continuing program to secure and maintain better employment benefits, uniform practices, sound retirement systems and improvements in terms and conditions of employment.

Section 10. To hold property and funds to employ staff for the attainment of these purposes.

Article IV. — Membership

Section 1. Active Membership

- a. Active membership in the Association shall be open, upon payment of dues, to any person employed in the Ridgefield Park Public School District, the qualifications for whose position are such as to require the member to hold an appropriate teaching (but not full-time administrative) certificate issued by the New Jersey Board of Examiners providing the member does hold such a valid certificate.
- b. Active members, where eligible, of the Association shall also be members of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association.
- c. Active membership shall be continuous until the member leaves the school system, resigns from the Association, or fails to pay membership dues.

Section 2. Active Supportive Membership

- a. Active Supportive Membership in the Association shall be open, upon payment of dues, to all public school supportive staff in the Ridgefield Park School District, including but not limited to: educational secretaries, cafeteria staff, custodial and maintenance staff, lunch aides and substitute teachers.
- b. Active Supportive members, where eligible, of the Association shall also be members of the Bergen County Education Association, the New Jersey Education Association, and the National Education Association.
- c. Active Supportive membership shall be continuous until the member leaves the school system, resigns from the Association, or fails to pay membership dues.

Section 3. Retired Membership

a. All members of the Ridgefield Park Education Association reaching retirement age and actually retiring from employment, as defined under the Teacher's Pension and Annuity Fund or the Public Employment Retirement System, shall become Life Members.

b. Members, upon retirement, may continue to enjoy all rights and services of active and active supportive members except the right to vote or the right to be elected to office, by payment of the annual dues as a retired member.

Section 4. Exclusion of Membership

Any person serving in the capacity of full-time administrator or in the capacity of supervisor, when the classload is less than one-half of a scheduled work day, shall be excluded from membership in the Association.

Section 5. Rights of Membership

a. Every member, unless prohibited by definition, shall have equal rights and privileges within the organization to nominate candidates for office; to vote in elections or on referenda of the Association; to attend membership meetings; to participate in the deliberations; and to vote.

b. Every member shall have the right to meet and assemble fully with other members; to express any views, argument or opinions; to express views at meetings upon candidates in an election of the Association or upon any business brought before the meeting.

c. No member shall be fined, suspended, expelled or otherwise disciplined expert for non payment of dues without being served.

disciplined except for non-payment of dues without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted at a full and fair hearing.

Article V. — Officers

Section 1. The officers of the Association shall consist of a President; a Vice-President; a Corresponding Secretary; a Recording Secretary and a Treasurer.

Section 2. The officers shall be elected at least two weeks before the end of the school year and be installed on July 1 for a term of one year and compose a group hereafter called the Executive Board. Section 3. Officers of the Association shall serve their terms so long as they satisfactorily perform the duties of their office. Where an officer is guilty of misconduct, such officer may be removed for cause (shown after notice and a hearing) and by a majority vote of the members of the Association.

- a. Recommendation for recall can be made by the submission of a petition containing the signatures of 30% of the membership to the Executive Board.
- b. The Executive Board shall notify in writing any officer who has been recommended for recall.
- c. Any officer may appeal in writing to the Executive Board.
- d. The Executive Board shall schedule hearings, whenever necessary, to review the recommendation to recall an officer.
- e. The report of those hearings shall be made available to the membership.
- f. A general membership meeting shall be called two weeks after the issuance of the report.
- g. Such recall shall be determined by a majority vote of the membership in attendance at said meeting.

Section 4. Nothing in this Article shall be construed as precluding officers from succeeding themselves in office, if duly elected. Section 5. In the event of vacancy in the office of the President, the Vice-President shall become President and serve until the next election.

Article VI. - Executive Board

The Executive Board shall consist of members who are current officers, in addition to the most recent past President not currently holding office, if that person is currently a member of the Association.

Article VII. — Advisory Councils

Every school in the Ridgefield Park Public School System shall have an Advisory Council, composed of no more than one (1) representative for every ten (10) Association members spending more than one-half of their scheduled working hours in that building. The members of each Advisory Council shall be elected according to the prescriptions of Article VII, Association Bylaws and shall fulfill the duties and responsibilities agreed upon between the Association and the Board of Education in the Agreement between the parties.

Article VIII. — Amendments

Amendments to this Constitution may be made by a two-thirds majority of the membership voting in a regular or special election called for this purpose, provided that:

- a. The amendments have been submitted in writing to the Corresponding Secretary of the Association;
- b. The Recording Secretary of the Association has distributed copies of the amendments so proposed to all members of the Association;
- c. the membership, by a majority vote, shall recommend the amendment for consideration.
- d. Notice of the meeting for the purpose of the election has been distributed in writing at least two weeks in advance of said meeting.

BY-LAWS

Article I. — Meetings

Section 1. Executive Board.

The Executive Board shall meet at the call of the President or at the request of any member of the Executive Board.

Section 2. General Membership Meetings

- a. There shall be at least four General Membership meetings per vear.
- b. The Executive Board or President shall call a General Membership meeting upon the written request of 50% of the membership or upon the written request of a committee that feels the question before it is of such importance and interest that it requires consideration by the entire membership. Only that business for which the special meeting is called shall be transacted. c. At least one week prior to each General Membership meeting, the Corresponding Secretary shall notify all members of the time and place of said meeting, except in cases of emergency where the pre-notification time limit may be waived.

Article II. — Quorum

Section 1. A majority of the Executive Board shall constitute a quorum for Executive Board meetings.

Section 2. The members present at any given General Membership meeting shall constitute a quorum at all General Membership meetings.

Article III. - Powers and Duties of Officers

Section 1. President The President shall:

- a. preside overall Executive Board and General Membership meetings
- b. appoint the chairperson and members of all standing committees and special committees with the approval of the Executive Board, not otherwise provided for in the Constitution and Bylaws;
- c. appoint the Association Representative Coordinator and all Association Representatives with the approval of the Executive Board:
- d. be ex-officio member of all committees:
- e. with the Treasurer, sign all orders drawn upon the treasury for which a voucher has been submitted:
- f. have the power to make special appointments to assist him during his term of office;
- g. represent the Association before the public; either personally or through a designated representative;
- h. perform all other functions usually attributed to the office.
- Section 2. Vice-President The Vice-President shall: a. assume all duties of the President in his/ her absence and work
- a. assume all duties of the President in his/ her absence and work closely with one or more standing committees as the President may suggest;
- b. become President whenever the Presidency becomes vacant, as provided for in Article V, Section 5 of the Constitution, necessitating the election of a new Vice-President within thirty (30) days by the General Membership;
- c. be an ex-officio member of the Negotiation and Grievance Committees.

Section 3. Corresponding Secretary

The Corresponding Secretary shall:

- a. be responsible for handling all correspondence for the Association;
- b. as directed by the President and Executive Board, carry on the affairs of the Association:
- c. notify the appropriate members as to the time and place of Executive Board and General Membership meetings at least seven calendar days prior to the meetings, unless an emergency situation arises whereby the seven (7) day pre-notification requirement may be waved.

Section 4. Recording Secretary

The Recording Secretary shall:

- a. keep accurate minutes of all Executive Board and General Membership meetings;
- b. shall maintain the official files;
- c. distribute copies of all proposed amendments to the Constitution, as prescribed in Article VII of the Constitution;
- d. distribute copies of all proposed amendments to the by-laws, as pre-scribed in Article X, Section D of the by-laws.

Section 5. Treasurer The Treasurer shall:

- a. be responsible for collection of all dues;
- b. deposit all moneys in a bank, in the name of the Association;
- c. notify NJEA of the name of the bank, in which Association dues are deposited;
- d. hold the funds of the Association and disburse them accordingly upon submission of vouchers approved by the President;
- e. prepare an annual financial statement which shall be distributed to all members:
- f. file the appropriate Federal and State forms;
- g. transmit appropriate NJEA/NEA dues money to NJEA no later than; ten (10) days after its receipt by the Association from the Board of Education;
- h. serve on the budget committee;
- i. be bonded for such amount as may be determined by the Executive Board.
- j. sign all checks along with the President.

Section 6. Terms and Succession

- a. The officers of the Association shall be active members of the Association.
- b. The officers of the Association shall be elected for a term of one year and may be re-elected for an additional term or until a successor is elected.
- c. Whenever the offices of both President and Vice-President shall become vacant between elections, the remaining members of the Executive Board shall select one of their members to serve as President pro tempore, as well as assume all other responsibilities, until a general election by the membership is held within thirty (30) days to elect a new President and Vice-President.

Article IV. — Powers and Duties of the Executive Board

The Executive Board shall;

- a. be responsible for the management of the Association;
- b. establish the policies of the Association;
- c. authorize all expenditures within the limits of the budget;
- d. submit to the general membership a proposed budget for the following school year at least two weeks prior to the end of the present school year, which shall be voted on by the General Membership;
- e. by a two-thirds vote authorize the spending of non-budgeted items;
- f. cause to be reported to the members its transaction;
- g. establish such special committees as may be necessary;
- h. set the agenda for all General Membership meetings;
- i. have the power to engage services and to employ personnel for the efficient management of Association purposes;
- j. recommend that an office be declared vacant when a majority of the Executive Board shall agree that an officer is no longer employed in the Ridgefield Park School District, is incapacitated, or has been negligent of the duties defined in the By-laws;
- k. have the power upon two-thirds majority vote, to elect a replacement to fill the unexpired term of an office declared vacant, unless the situation of Article III, Section 6c has arisen, whereby an election will be held within (30) days.

Article V. — Dues and Assessments

Section 1. The annual dues of Active Members shall be determined by the Executive Board, but shall not exceed one-half of one percent (.005) of the previous year's starting salary at the first level of the BA column plus such additional dues as may be established by the BCEA, the NJEA, and the NEA, with which the Association shall be a unified associate.

Section 2. The annual dues for Active Supportive Members hall be one-half the amount of the Active Member's dues plus such additional dues as may be established by the BCEA, the NJEA, and the NEA where applicable.

Section 3. Assessments may be levied by a vote of two-thirds of the members present at a General Membership meeting, provided written notice be given to all members prior to that meeting. Section 4. The annual dues of members shall be payable in full or pledged by automatic payroll deductions not later than September 30th of the current school year.

Article VI. — Committees

Section 1. There shall be a standing committee carrying the specific functions listed below.

Section 2. The President with the advice and consent of the Executive Board, shall appoint members of the standing committees and fill all unexpired vacancies as they occur. Section 3. Each standing committee shall meet according to a calendar developed by the committee.

Section 4. Each standing committee shall meet according to a calendar developed by the committee

Section 5. Committee Title and Duties

a. The Negotiations Committee shall survey the members and prepare a proposed package to be negotiated with the Board of Education in all areas of member welfare and general working conditions in the Ridgefield Park Public School District. The Negotiations Committee shall be vested with the sole authority to represent the Association.

The Committee shall enter into a written agreement with the Board of Education upon ratification of the proposed package by a majority membership vote.

- b. The Grievance Committee shall explore and prepare programs for securing satisfactory policies and procedures for the redress of grievances. It shall process all grievances filed in accordance with the Agreement and policies adopted by the Association. It shall advise the Executive Board in situations involving rights, group teacher rights and in censure, suspension, or expulsion of members.
- c. The Social Committee shall organize such social activities as may serve the needs of members and promote fellowship within the Association.
- d. The Communications Committee shall be responsible for keeping the General Membership informed of Association action through fliers and newsletters. At least one of its members shall be at the disposal of the Negotiations Team. All communications shall be reviewed by the Association President.
- e. The Legislative Committee shall study pending legislation and promote activities to effect passage of desirable legislation for schools on the local, county, state and national level. The committee shall have broad concern for legislation affecting the interests of the Association. It shall keep members informed about newly enacted legislation.

- f. The Membership Committee shall organize and conduct membership enrollment. Its members shall attempt to enroll cash members, new teachers and former non-members. It shall communicate with the members on Automatic Payroll Deduction to return by direct mail any corrections in their status or address after receiving their annual membership cards in the mail.
- g. The Budget Committee shall propose to the Executive Board a budget for each year. Members of the Budget Committee shall have full and complete access to all financial and other records of the Association pertinent to the preparation of the annual budget.

 h. The Pubic Relations Committee shall organize and conduct activities designed to further good relations with individuals and

groups in the community. Its members shall be responsible for creating and promoting a dialogue with the community whereby Association members and citizens can mutually exchange ideas and information.

Article VII — Elections

Section 1. Nominations

- a. The President, subject to the approval of the Executive Board, shall appoint an Election Committee which will supervise the process of eliciting nominations for the elected positions of the Association from the General Membership. No elected person shall serve on this committee.
- b. The Election Committee shall set the rules for campaigning and procedures of the elections and so notify the membership at the time nominees are announced.
- c. The Election Committee shall present all nominations to the General Membership in writing at least fourteen (14) calendar days before the election.

Section 2. Voting

- a. Officers and Advisory Council Members shall be elected by secret ballot except where there is only one nominee for each position to be filled in accordance with the procedures developed by the Election Committee and approved by the Executive Board. b. A plurality of votes cast shall determine the results of the election.
- c. The Election Committee shall report the results to the President, who shall cause them to be published. New officers and Advisory Council members shall take office on July 1.

d. Results of the elections of officers shall be reported immediately to BCEA, NJEA and NEA by a member of the Election Committee.

Article VIII. — Fiscal Year

The fiscal year of the Association shall begin on July 1 and end on June 30th.

Article IX. — Authority

The most recent edition of Roberts Rules of Order shall be the parliamentary authority for the Association on all questions not covered by the Constitution and By-laws and such standing rules as the Executive Board may adopt.

Article X. — Amendments

Amendments to the By-laws may be made by a two-thirds majority of the membership voting in a regular or special election called for this purpose, providing:

- a. the amendments have been submitted in writing to the Corresponding Secretary;
- b. the Recording Secretary has distributed copies of the amendment to the members of the Executive Board;
- c. The Executive Board, by a majority vote, proposes to recommend said amendment to the general membership;
- d. The Recording Secretary has distributed copies of the amendment so proposed to all members of the Association at least two calendar weeks in advance of the election.

