

WHEREAS, Dr. Greenberg has submitted a letter to the Superintendent of Schools, dated March 15, 2010, (attached as Exhibit A) advising that she would be resigning from her employment with the Board effective June 30, 2010, contingent upon the approval by the Commissioner of this Settlement Agreement and Mutual Releases (the "Agreement"); and

WHEREAS, following extensive discovery, the parties now have determined that it is in their mutual best interest, as well as in the public interest, to compromise their claims through this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the legal sufficiency of which is hereby acknowledged, the parties, wishing to resolve the within matter without the need for further litigation, while achieving the goals of both parties and protecting the public interest, hereby stipulate to settle same. Subject to the terms and conditions set forth herein, and to approval by the Court and the Commissioner, they agree as follows:

1. **Tenure Charges to be Moot**

The Board agrees that, upon execution of this Agreement by the parties, Dr. Greenberg's fulfillment of the obligations set forth herein, and final approval by the Commissioner, the subject tenure charges shall be moot and shall be abandoned.

2. **Resignation**

Dr. Greenberg, by submitting her letter of March 15, 2010 attached hereto as Exhibit A, has rendered her irrevocable resignation for the purpose of retirement from all employment with the Board, effective as of the close of business on June 30, 2010, subject only to the Commissioner's approval of the Agreement. This resignation from all employment by the Board shall remain irrevocable and in effect notwithstanding any denial, or approval and subsequent denial, or any disability pension for which Dr. Greenberg may apply.

3. **Payment**

Dr. Greenberg's current suspension without pay expires on or about April 6, 2010. As of on or about that date, she shall be paid with benefits, including medical benefits, until either the Commissioner approves the Agreement or a final determination is made on the tenure charges. Effective as of approval by the Commissioner, and in view of Dr. Greenberg's medical condition, she shall be and hereby is placed on paid medical leave, with medical and dental insurance benefits, as of February 1, 2010 through the date of her intended retirement, June 30, 2010. Upon her retirement, Dr. Greenberg shall receive payment for any unused sick days to the extent that she is qualified pursuant to the collective bargaining agreement between the Board and the Ridgewood Education Association. The Board not less than 14 days before that date shall provide Dr. Greenberg with an accounting of her sick days, which will include days she received on September 1, 2009.

4. **No Admissions**

Nothing contained in this Agreement shall be deemed to constitute an admission of wrongdoing or liability by either party.

5. **Mutual General Releases**

Except as otherwise prohibited by law, and contingent upon the approval of the Agreement by the Commissioner, the Parties hereby release, waive and forever discharge any and all past, present or future claims that related to any action that predates this Agreement that they may have against each other as follows, subject only to approval of the Agreement by the Commissioner, as set forth more fully in the releases attached respectively as Exhibit B (by Dr. Greenberg) and Exhibit C (by the Board).

6. **Stipulation as to Justification of Settlement**

Pursuant to *N.J.A.C. 6A:3-5.6*, the parties hereby stipulate that the within Agreement comports with the standards established by the State Board of Education in *In re Caronick*, 1990 SLD 842, 846.

A. **Accompaniment by documentation as to the nature of the charges.**

The Sworn Tenure Charges are annexed hereto as Exhibit D.

B. **Explication of the circumstances justifying settlement or withdrawal.**

- (i) The first day of hearing for this matter was scheduled for March 22, 2010. Additional hearing dates were scheduled for March 23 and 24, 2010. The parties, having reached an understanding on key settlement terms, so advised the Court on Wednesday, March 17, 2010. Assuming that the hearing was to have taken place as scheduled originally, the parties anticipated several dozen witnesses and many additional days of testimony. Assuming that all of the requisite statutory timelines were followed for the submission of post-hearing briefs, the ALJ's Initial Decision and the Commissioner's Decision, it is likely that the matter would not have been resolved until late September or early October. Under the terms of the proposed Agreement, Dr. Greenberg's resignation would become effective by the end of June, several months earlier. In addition, as her 120-day suspension is due to expire on or about April 6, 2010, the five additional months of pay she might receive under this Agreement would likely be largely offset because she would have been paid anyway during the period from April 6, 2010 through June 30, 2010. In addition, the conduct of the hearing and related proceedings, plus a possible appeal to the Appellate Division from the

Commissioner's decision, would increase those costs to the Board substantially. Such costs would be avoided under the Agreement. The Board, therefore, and would achieve a guaranteed result at a relatively small cost.

- (ii) The within matter involves extensive medical expert testimony which will cost both parties significant sums of money and is expected to result in a complicated hearing and extensive post-hearing briefing.
- (iii) Just prior to the filing of tenure charges, the Board requested that Dr. Greenberg undergo a psychiatric evaluation, because the Board had concerns about whether her performance as a teacher was affected by some sort of mental condition. Due to Dr. Greenberg's initial objections to the psychiatrist initially chosen, Dr. Vicki Fiore of Englewood, N.J. and to ongoing discussions about Dr. Greenberg's possible retirement, the Board did not receive a medical report until after it filed tenure charges. During the pendency of the tenure charges, the Board received the examination report of Dr. Greenberg's chosen psychiatrist, Dr. Francis Mondimore of Johns Hopkins Hospital in Baltimore, Md. At the Board's request, Dr. Fiore has also examined Dr. Greenberg. The Board has concluded, based upon these examinations, that many or most of the incidents described in the tenure charges were likely brought about or made worse by a mental condition that would likely benefit from treatment. Furthermore, throughout most of her 20 years of teaching at Ridgewood, evaluations of Dr. Greenberg's classroom performance have ranged from "satisfactory" to "outstanding," with her recent troubles largely related to her mental condition.

C. Consent of both the charged and the charging parties.

The parties have mutually consented to the resolution contained herein. The Board Resolution approving the Agreement is annexed hereto as Exhibit E.

D. Indication that the charged party entered into the agreement with a full understanding of her rights.

Dr. Greenberg has been represented by independent legal counsel throughout. The terms and conditions of the within Agreement have been fully explained to her and she hereby indicates her understanding and acceptance of same by signing this Agreement and represents further that she does so of her own free will and accord, and without duress, and that she is fully satisfied with the legal representation she has received.

E. The agreement is in the public interest.

As discussed above, the Agreement would be highly cost effective to the Board and, therefore, to the taxpayers. This is especially significant in light of the state's recently proposed substantial cuts in funding to school districts. Second, the terms of this Agreement fully achieve the Board's original objective of removing Dr. Greenberg from her tenured teaching position. Were the Board to proceed with the litigation, it is uncertain whether this goal could be fully achieved. Third, should the Agreement be approved by the Commissioner, Dr. Greenberg intends to apply for a disability pension. Therefore, should Dr. Greenberg ever wish to return to teaching in New Jersey, it would be after her mental ailment was properly treated and properly accommodated, so that her mental condition would likely not interfere with her teaching performance. Throughout most of her 20 years of teaching at Ridgewood, evaluations of Dr. Greenberg's classroom performance have ranged from "satisfactory" to "outstanding," with her recent troubles largely related to her mental condition.

F. Commissioner's duty to refer matter to State Board of Examiners for possible suspension or revocation of certificate.

Dr. Greenberg hereby acknowledges that she has been apprised of the Commissioner's duty to refer tenure matters to the State Board of Examiners for possible suspension or revocation of her certificate(s), notwithstanding the settlement of the subject tenure proceeding, and that she knowingly accepts that contingency in entering into this Agreement.

7. Application For Pension And/Or Disability Benefits

To the extent permitted by law, the Board agrees to cooperate with any application for pension benefits and/or disability income submitted by Dr. Greenberg, including without limitation applications to the New Jersey Teachers Pension and Annuity Fund and the federal Social Security Administration. The Board will not cooperate with any accidental disability pension application by Dr. Greenberg and she hereby waives any claim against the Board for damages or any other relief based on work-related illness, injury or disability.

8. Entire Agreement

This Agreement contains the entire agreement and understanding between the Parties and constitutes a full and final agreement in any and all issues relating to this matter, except to the extent that the Agreement must be approved by the state Commissioner of Education and to the extent that the Parties reserve their right to enforce this Agreement, if necessary.

**9. Choice Of Law**

This Agreement shall be governed by the laws of the State of New Jersey and disputes involving the enforcement of this agreement may be brought only in the state or federal courts of New Jersey.

**10. Severability**

If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

**11. Binding Effect**

The Parties shall be bound by the terms and conditions of this Agreement, finding it to be in the best interests of the public, consistent with public policy, fair and equitable under all circumstances surrounding this matter.

**12. Voluntary Agreement**

The Parties have entered into this Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement.

**13. Modifications**

This Agreement may not be altered, amended or modified except in writing, signed and duly authorized by both Parties.

**14. No Drafting Presumption**

The parties hereby agree that this Agreement was drafted with substantial input from counsel for each party. Therefore, in any construction or interpretation of the Agreement, neither party is entitled to a presumption regarding the other party's drafting of the Agreement.

**15. Admission of Liability**

It is understood that neither the execution of this Agreement nor any other action taken by either party in connection with this Agreement constitutes an admission by that party or any other person or entity identified in the General Releases and Waiver as a releasee, of any violation of any law, duty or obligation, or that any decision or action with respect to Dr. Greenberg's employment was unwarranted, unjustified, retaliatory, discriminatory, arbitrary or otherwise unlawful. The Parties have entered into this Agreement solely to compromise disputed claims.

16. Opportunity to Consult With Counsel

Dr. Greenberg acknowledges that she has the opportunity to consult with her legal counsel and representatives of her choice regarding this Agreement and the General Release and Waiver that accompanies it prior to executing it; and that she represents that she has read this Agreement and the General Release and Waiver and fully understands them and agrees to be bound by them. Dr. Greenberg has also acknowledges that she has been given a reasonable period of time within which to consider the terms of this Agreement and General Release and Waiver prior to executing them.

17. Breach

If either party breaches this agreement, the breaching party shall bear the costs of the non-breaching party of any litigation or efforts to have such breach corrected or compensated for, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the signatures and/or seals of the parties or their duly authorized representatives have been set forth on the dates indicated below:

Wende Greenberg  
WENDE GREENBERG

Date: 3/29/10

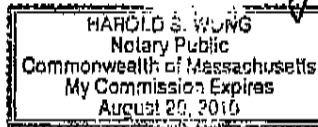
STATE OF MASSACHUSETTS :  
: SS:  
COUNTY OF BERKSHIRE :

I CERTIFY that on March 29, 2010, Wende Greenberg personally came before me and acknowledged under oath, to my satisfaction, that she is named in and personally signed this document.

Dated: March 29, 2010

By: Harold S. Wong

FOR THE RIDGEWOOD  
BOARD OF EDUCATION:



\_\_\_\_\_  
JOSEPH VALLERINI, BOARD PRESIDENT

Date: \_\_\_\_\_

ATTEST:

Angelo J. Desimone  
ANGELO J. DESIMONE  
Board Secretary

Date: 4-13-10

Wende L. Greenberg  
37 Bliss Street  
North Adams, MA 01247

March 15, 2010

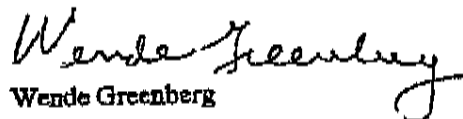
Dr. Daniel Fishbein, Superintendent  
Ridgewood Board of Education  
49 Cottage Place  
Ridgewood, New Jersey 07451

**RE: Contingent Letter of Retirement**

Dear Dr. Fishbein:

I hereby submit my resignation from my employment with the Ridgewood Board of Education (the "Board"), effective June 30, 2010. This resignation is contingent upon the approval by the state Commissioner of Education of the settlement agreement between the Board and me in regard to the tenure charge matter now pending.

Respectfully submitted,

  
Wende Greenberg

cc: Joseph Tondi, Ridgewood Education Association (via email)

**GENERAL RELEASE AND WAIVER BY DR. GREENBERG**

In consideration for the promises and undertakings described in the Separation of Service Agreement dated March 29, 2010, and except as otherwise provided by law, I hereby release, waive and discharge the Ridgewood Board of Education, and its present and former board members, officers, employees and representatives, and their estates and/or heirs thereof from any and all claims which I, my estate and/or heirs may have against any of them. This releases and waives all claims, known and unknown, resulting from anything which has happened up to now, including my personal claims (but not the claims of the Law Offices of Alan L. Zegas) for attorneys' fees in the action presently pending before the Office of Administrative Law bearing Docket No. EDU-07538-2009N.

Without limiting the scope of the foregoing provision in any way, I specifically release all claims which were or could have been asserted by me. I also release and waive all claims relating to or arising out of any aspect of my employment to date with the Ridgewood Board of Education, including but not limited to, all claims under Title VII of The Civil Rights Act, The Civil Rights Act of 1991 and the laws amended thereby; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974; the Immigration Reform Control Act; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; the New Jersey Family Leave Act; the New Jersey Law Against Discrimination; the New Jersey Conscientious Employee Protection Act; the New Jersey Wage and Hour Act, and any related federal, state or local law claims, and any claims of discrimination based on race, age, sex, religion, color, creed, handicap or disability, citizenship, national origin and any other

factor prohibited by any federal, state or local law, rule, regulation or guideline; any claim for wrongful discharge; any contract of employment, express or implied; any provision of the Constitution of the United States or the State of New Jersey; and any other law, common or statutory, of the United States, the State of New Jersey or any other state; any claims for the negligent and/or intentional infliction of emotional distress or specific intent to harm; any claims for attorneys' fees, costs and/or expenses; any claims for unpaid or withheld wages, severance pay, benefits, bonuses, deferred compensation, stock option awards, restricted stock awards, commissions and/or other compensation of any kind; and/or any other federal, state or local human rights, civil rights, wage and hour, wage payment, pension or labor laws, rules and/or regulations, and all claims growing out of any legal restrictions on the Ridgewood Board of Education's right to hire and/or terminate its employees, including all claims that were asserted and/or that could have been asserted by me in this cause of action.

I acknowledge that the parties also promise not to sue and waive all claims against each other based upon any claims covered by the Separation of Service Agreement and this General Release and Waiver. If one party breaches this promise by suing the other for any such claims, the breaching party will pay all costs and expenses the other party incurs defending against the suit, including reasonable attorneys' fees and costs. Notwithstanding the foregoing, the Parties reserve their right to enforce the terms of the Separation of Service Agreement and General Release and Waiver.

I acknowledge that I was advised to consult with attorneys regarding this General Release and Waiver; and that I have read this General Release and Waiver and fully understand it and agree to be bound by it. I also acknowledge that I have been given a reasonable period of time

within which to consider this Agreement and the terms of this General Release and Waiver prior to executing it.

**ACKNOWLEDGMENT**

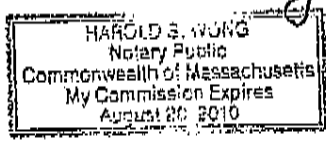
I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER. I ACKNOWLEDGE THAT I HAD THE OPPORTUNITY TO REVIEW THIS RELEASE AND WAIVER WITH ANYONE OF MY CHOOSING, AND TO DISCUSS WITH SUCH PERSONS THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER AND MY RIGHTS UPON EXECUTION. I AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS CONCERNING THE TERMS OR EFFECT OF THIS RELEASE WERE MADE BY THE RIDGEWOOD BOARD OF EDUCATION OR ITS ATTORNEYS OTHER THAN AS SET FORTH IN THE DOCUMENT AND THAT I HAVE VOLUNTARILY SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS TERMS AND CONDITIONS, WHICH ARE FINAL AND BINDING UPON ME.

DATED: Wende Greenberg  
WENDE GREENBERG

STATE OF MASSACHUSETTS :  
: SS:  
COUNTY OF BERKSHIRE :

I CERTIFY that on March 29, 2010, Wende Greenberg personally came before me and acknowledged under oath, to my satisfaction, that she is named in and personally signed this document.

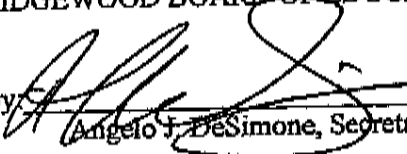
Dated: March 29, 2010 By: Harold S. Wong



**MUTUAL GENERAL RELEASE BY THE BOARD**

Except as otherwise prohibited by law, the Ridgewood Board of Education (the "Board") hereby releases and discharges Dr. Greenberg of and from any and all claims, charges, lawsuits, grievances or causes of action whatsoever, in law or in equity, which the Board may have against her, it being the parties' intent to voluntarily release and discharge each other generally of all existing claims, known and unknown, that each has against the other.

DATED: RIDGEWOOD BOARD OF EDUCATION

By:   
Angelo J. DeSimone, Secretary

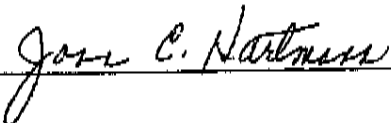
STATE OF NEW JERSEY :

SS:

COUNTY OF BERGEN :

I CERTIFY that on April 13, 2010, Angelo J. DeSimone personally came before me and acknowledged under oath, to my satisfaction, that he is named in and personally signed this document.

Dated: April 13, 2010

By: 

JOAN C. HARTMANN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 26, 2013





# RIDGEWOOD PUBLIC SCHOOLS

Dr. Daniel Fishbein  
Superintendent of Schools

DFishbein@ridgewood.k12.nj.us  
201-670-2700  
Fax: 201-670-2668

September 18, 2009

VIA FEDEX  
Dr. Wende Greenberg  
37 Bliss Street  
North Adams, MA 01247

Dear Dr. Greenberg:

You are herewith advised that Tenure Charges of the following: Unbecoming Conduct; Insubordination; Incapacity; Exhibiting a "Series" or Pattern of Unbecoming Incidents; and other Just Cause (the "Charges") have this day been filed against you. Enclosed please find one (1) copy of each of the following: 1) Statement of Charges; 2) Statement of Evidence in Support of Charges; and 3) Appendix of Exhibits Supporting the Statement of Evidence.

You are further advised that pursuant to N.J.S.A. 18A:6-11, you are granted the opportunity to submit a written statement of position and a written statement of evidence under oath with reference to the filed charges. You shall have fifteen (15) days from the date of receipt of this letter to submit your written position and documentation in support thereof.

Further, please be advised that at the expiration of that time, pursuant to statute, the Ridgewood Board of Education shall consider the charges and the statement of evidence that you have submitted, and make a determination within 45 days as to whether there is probable cause to credit the evidence in support of the charges and whether, if such charges are credited, they are sufficient to warrant dismissal or reduction in salary. In the event of a determination of probable cause, I will certify the matter to the Commissioner of Education for hearing, pursuant to N.J.S.A. 18A:6-16.

You will be notified in writing the determination of the Board of Education.

Very truly yours,

Dr. Daniel Fishbein  
Superintendent of Schools

Cc: Judson L. Hand, Esq. (Via Fedex)  
G. Hall  
Personnel file

## STATEMENT OF CHARGES

I, Dr. Daniel Fishbein, Superintendent of the Ridgewood Public Schools (the "District"), do herewith charge Dr. Wende Greenberg, a tenured teacher employed by the Ridgewood Board of Education at Ridgewood High School, with UNBECOMING CONDUCT; INSUBORDINATION; INCAPACITY; EXHIBITING A SERIES OR PATTERN OF UNBECOMING INCIDENTS; and other JUST CAUSE pursuant to N.J.S.A. 18A:6-10, et. seq., sufficient to require termination of her employment with the Ridgewood Board of Education.

### CHARGE ONE

Dr. Greenberg engaged in conduct unbecoming a teacher at Ridgewood High School. (Exhibits 1 through 47) She has, among other things:

1. threatened and/or exhibited antagonistic behavior towards staff and students, including incidents occurring in November 2002 (Ex. 1), April 2005 (Exs. 5-7), September 2006 (Exs. 8-9), October 2008 (Ex. 21), December 2008 (Exs. 26-29), January 2009 (Exs. 30-32), and June 2009 (Exs. 38-41);
2. failed to report for scheduled instruction periods in 2004-2005 School Year (Exs. 2-4);
3. inappropriately used student computers in October 2008 (Exs. 22-23);
4. failed to respond to the Building Principal's directive to schedule a meeting with the Building Principal in October 2008 (Ex. 23);

5. failed to follow proper procedures for requesting approval of field trips and professional leave in the Fall of 2008 (Ex. 24);
6. exhibited unacceptable "Friday and/or Monday" absence patterns and failed to use AESOP substitute assignment system during the 2008-2009 School Year (Exs. 25; 35-36);
7. failed to properly use the AESOP substitute system in 2004-2005 and 2005-2006 School Years as well (Ex. 2, Exs. 10-12);
8. inappropriately brought her dogs to work (Ex. 13);
9. improperly confiscated a student's cellular telephone (Exs. 13-19);
10. refused to send a student from her class to the Grade Advisor's office when requested to do so via Public Announcement system in January 2009 (Ex. 31);
11. abandoned her student supervision responsibilities in July 2007 (Ex. 12) and in January 2009 (Exs. 30-32);
12. failed to keep her district e-mail account storage clear enough to receive important work-related messages during the 2008-2009 School Year (Ex. 33);
13. failed to submit to a psychiatric and physical medical examination(s) by District-designated doctors, at District expense, as authorized by N.J.S.A. 18A:16-2 in the Summer of 2009 (Exs. 42-46);

14. failed to supply the District with a HIPAA-compliant "Authorization for Health Information Disclosure form for the District to assess her fitness for work for the 2009-2010 School Year (Exs. 42-26);

15. failed to communicate with District Administration to develop an appropriate 2009-2010 School Year Action Plan that facilitates her effective return to work (Exs. 42-26); and

16. has engaged in other conduct that provides just cause sufficient to require that her employment with the Ridgewood Board of Education be terminated (Exs. 1-47).

WHEREFORE, Dr. Greenberg's misconduct as set forth above constitutes unbecoming conduct and other sufficient cause sufficient to warrant dismissal.

#### CHARGE TWO

Dr. Greenberg acted in insubordination as a teacher at Ridgewood High School. (Exhibits 1 through 47) She has, among other things:

1. The allegations in Charge One are incorporated by reference as if set forth at length herein.

2. Dr. Greenberg's failure to follow directives, including failing to report for scheduled instruction periods; failure to respond to Building Principal meeting requests; failure to follow field trip and professional leave approval procedures; failure to use the AESOP substitute system; refusal to send a student in her class to the Grade Advisor's office; failure to keep her e-mail account storage clear; failure to submit to a medical examination; failure to submit a HIPAA-Compliant Authorization form; and failure to communicate with the

Administration regarding development of an Action Plan, are all examples of insubordination constituting just cause for her dismissal.

WHEREFORE, Dr. Greenberg's insubordination as set forth above constitutes unbecoming conduct and other sufficient cause sufficient to warrant dismissal.

### CHARGE THREE

Dr. Greenberg has demonstrated incapacity as a teacher at Ridgewood High School. (Exhibits 1 through 47) She has, among other things:

1. The allegations in Charges One and Two are incorporated by reference as if set forth at length herein.

2. Dr. Greenberg's abandonment of student supervision; unacceptable use of Friday/Monday absences; failure to report for scheduled instruction periods; and failure to submit to a medical examination or submit an HIPAA-Compliant Authorization form are all examples of incapacity constituting just cause for her dismissal.

WHEREFORE, Dr. Greenberg's incapacity as set forth above constitutes unbecoming conduct and other sufficient cause sufficient to warrant dismissal.

### CHARGE FOUR

Dr. Greenberg has exhibited a pattern of unbecoming incidents as a teacher at Ridgewood High School. (Exhibits 1 through 47) She has, among other things:

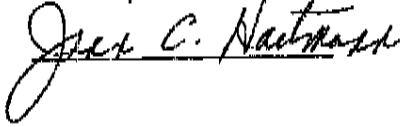
1. The allegations in Charges One, Two and Three are incorporated by reference as if set forth at length herein.

WHEREFORE, Dr. Greenberg's pattern of unbecoming incidents as set forth above constitutes unbecoming conduct and other sufficient cause sufficient to warrant dismissal.



Dr. Daniel Fishbein, Superintendent  
Ridgewood Public Schools

Sworn and Subscribed  
Before Me This 18th  
Day of Sept., 2009



JOAN C. HARTMANN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 26, 2013

## APPENDIX OF EXHIBITS

<u>No.</u>	<u>Date</u>	<u>Description</u>
1.	01/15/2003	Correspondence from Robert A. Weakley, Director of Human Resources to Dr. Greenberg regarding harassment complaint
2.	06/01/2004	Correspondence from Brian M. Bulger, Manager of Human Resources and Quality Improvement to Dr. Greenberg regarding professional behavior
3.	06/10/2004	Correspondence from Brian M. Bulger, Manager of Human Resources and Quality Improvement to Dr. Greenberg confirming meeting regarding professional behavior
4.	06/25/2004	Correspondence from Brian M. Bulger, Manager of Human Resources and Quality Improvement to Dr. Greenberg regarding request for medical evaluation
5.	04/06/2005	Memorandum from Dr. John Mucciolo, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding harassment complaint
6.	06/07/2005	Memorandum from Dr. John Mucciolo, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding office protocol
7.	07/25/2005	Correspondence from Dr. John Mucciolo, Office of the Principal, Ridgewood HS and Jane Blakely, Area Supervisor, English and Social Studies to Dr. Greenberg regarding summative evaluation for 2004-2005
8.	09/14/2006	Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Brian M. Bulger, Manager of Human Resources and Quality Improvement regarding Dimitriadis Incident of September 1, 2006
9.	09/19/2006	Correspondence from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding professional behavior
10.	09/25/2006	Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Brian M. Bulger, Manager of Human Resources and Quality Improvement regarding dates of absence May 25 <sup>th</sup> and May 26 <sup>th</sup> 2006
11.	09/27/2006	Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Substitute Procedures/Arrival Times
12.	07/23/2007	Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Early Dismissal
13.	07/24/2007	Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding concerns, professional behavior, phone incident

14. Unknown Hand written notes from Dr. Wende Greenberg regarding phone incident
15. 07/05/2007 Duplication of item 14, signed and dated by Peg Loonam, regarding phone incident
16. 07/05/2007 Typed notes from Basil Pizzuto regarding phone incident
17. 07/17/2007 Hand written notes from Christopher Metzger regarding phone incident
18. 07/24/2007 Typed notes from Peg Loonam regarding meeting with Dr. Greenberg: Discussion of Jury Duty, Early Dismissal, and Phone Incident
19. 07/26/2007 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Brian M. Bulger, Manager of Human Resources and Quality Improvement regarding Greenberg Phone Incident
20. 12/18/2007 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding insubordination
21. 10/23/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding harassment complaint of Oct. 21, 2009
22. 10/23/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding computer usage
23. 10/29/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding meeting request
24. 11/05/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Field Trip Procedures
25. 11/11/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding meeting of November 11, 2008
26. 12/15/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Professional Behavior Incident
27. 12/18/2008 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding meeting of December 18, 2009
28. 12/11/2008 Typed notes from Matt Cheplic to Jane Blakey, regarding harassment incident December 10, 2008

29. 12/11/2008 Typed notes from Kate Pinches regarding harassment incident of December 10, 2008
30. 01/27/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Fay Shields Incident on January 15, 2009
31. 01/30/2006 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Grade Level Advisor request
32. 02/11/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding meeting of February 4, 2009 and discussion of Fay Shields Incident
33. 02/22/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding email communications
34. 04/01/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding meeting request for April 2, 2009
35. 05/18/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding absences
36. 05/19/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding absence of May 18, 2009
37. 06/08/2009 Memorandum from John A. Lorenz, Office of the Principal, Ridgewood HS to Dr. Greenberg regarding Student Incident
38. 06/09/2009 Correspondence from Dr. Daniel Fishbein to Dr. Greenberg regarding professional conduct and/or performance
39. 06/09/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding RICE Notice
40. 06/19/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding Increment Withholding for 2009-2010 and Medical Evaluation Directive
41. 07/07/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding Increment Withholding for 2009-2010 and Medical Evaluation Directive
42. 07/14/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding Medical Evaluation (Psychiatric)
43. 07/29/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding Medical Evaluation (Psychiatric) – Follow-Up

44. 08/03/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding Medical Evaluation (Psychiatric) – Clarification
45. 08/10/2009 Correspondence from Gary P. Hall, Manager of Human Resources to Dr. Greenberg regarding Medical Examination (Psychiatric) – Follow-Up
46. 08/21/2009 Correspondence from Dr. Daniel Fishbein, Superintendent to Dr. Greenberg regarding Medical Examination (Psychiatric) – Follow-Up
47. 2008-2009 Mission Statement and School Philosophy

**EXCERPT FROM THE MINUTES OF A REGULAR MEETING OF THE  
BOARD OF EDUCATION OF RIDGEWOOD  
BERGEN COUNTY, N.J. AS RECORDED IN THE  
OFFICIAL MINUTE BOOK**

The Board of Education of Ridgewood, in the County of Bergen, New Jersey, convened in public session Monday, April 12, 2010 at 7:31 p.m. in the Education Center, 49 Cottage Place, Ridgewood, New Jersey.

The following members of the Ridgewood Board of Education were present:

Ms. Sheila Brogan; Ms. Laurie Goodman; Ms. Michele Lenhard; Mr. Robert Hutton, Vice-President;  
Mr. Joseph Vallerini, Board President

The following members were absent: None

**VI. CONSENT ITEMS**

**D. HUMAN RESOURCES**

**vii. Approval: Settlement Agreement**

It is recommended that the Board approve a settlement agreement between the Board and Employee No. 017388 to resolve litigation.

Ms. Brogan moved approval of Consent Item D -- Human Resources.

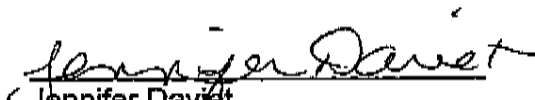
Ms. Lenhard seconded the motion, which carried by the following roll-call vote:

AYES: Ms. Brogan, Ms. Goodman, Ms. Lenhard, Mr. Hutton, Mr. Vallerini

NAYES: None

I certify that this is a true and correct excerpt from the Ridgewood Board of Education minutes.

4/13/10  
Date

  
Jennifer Daviet  
Assistant Board Secretary

**EXCERPT FROM THE MINUTES OF A REGULAR MEETING OF THE  
BOARD OF EDUCATION OF RIDGEWOOD  
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The following members of the Ridgewood Board of Education were present:

Ms. Sheila Brogan; Ms. Laurie Goodman; Ms. Michele Lenhard; Mr. Robert Hutton, Vice-President; Mr. Joseph Vallerini, Board President

The following members were absent: None

**VI. CONSENT ITEMS**

**D. HUMAN RESOURCES**

- ii. Resignations for the Purpose of Retirement  
Employee No. 017388 – effective July 1, 2010, contingent upon approval by the Commissioner of Education of a Settlement Agreement.

Ms. Brogan moved approval of Consent Item D – Human Resources.

Ms. Lenhard seconded the motion, which carried by the following roll-call vote:

AYES: Ms. Brogan, Ms. Goodman, Ms. Lenhard, Mr. Hutton, Mr. Vallerini

NAYES: None

I certify that this is a true and correct excerpt from the Ridgewood Board of Education minutes.

4/13/10  
Date

  
Jennifer Davie  
Assistant Board Secretary

**EXCERPT FROM THE MINUTES OF A REGULAR MEETING OF THE  
BOARD OF EDUCATION OF RIDGEWOOD  
BERGEN COUNTY, N.J. AS RECORDED IN THE  
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The following members of the Ridgewood Board of Education were present:

Ms. Sheila Brogan; Ms. Laurie Goodman; Ms. Michele Lenhard; Mr. Robert Hutton, Vice-President;  
Mr. Joseph Vallerini, Board President

The following members were absent: None

**VI. CONSENT ITEMS**

**D. HUMAN RESOURCES**

iii. **Leaves of Absence**

Employee No. 017388 – personal leave of absence for medical reasons, effective February 1, 2010 through June 30, 2010, contingent upon approval by the Commissioner of Education of a Settlement Agreement.

Ms. Brogan moved approval of Consent Item D – Human Resources.

Ms. Lenhard seconded the motion, which carried by the following roll-call vote:

AYES: Ms. Brogan, Ms. Goodman, Ms. Lenhard, Mr. Hutton, Mr. Vallerini

NAYES: None

I certify that this is a true and correct excerpt from the Ridgewood Board of Education minutes.

4/13/10  
Date

Jennifer Daviet  
Jennifer Daviet  
Assistant Board Secretary