

AGREEMENT

By and Between

RIVER DELL REGIONAL BOARD OF EDUCATION

and

RIVER DELL EDUCATION ASSOCIATION

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Effective: July 1, 2008 through June 30, 2009

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AGREEMENT

The terms of the new agreement shall be from July 1, 2008 through June 30, 2009.

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the River Dell Regional School District of New Jersey, hereinafter called the "Board," and the River Dell Education Association, hereinafter called the "Association," subject to ratification by the Board and by the Association, as follows:

ARTICLE I - RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive representation for collective negotiations concerning the terms and conditions of employment for all certified personnel employed under a contract with the Board on a full-time or part-time basis, including:

- Department Chairpersons
- Teachers
- Lead Teachers
- Librarians/Media Specialists
- Certified School Nurses
- Registered Nurses
- Guidance Counselors
- Social Workers
- Psychologists
- Hourly Employees for Salary Only
- Supplementary Instruction Teachers
- Learning Disability Teacher
- Consultants
- Speech Therapists
- Substance Awareness Coordinator
- Student Activities Coordinator
- Athletic Trainer
- Athletic Trainer/Teacher
- ESL Coordinator

But excluding:

- Superintendent
- Assistant Superintendents
- Administration Assistants
- School Business Administrators
- Secretaries to the Board
- Assistant Secretaries to the Board
- Principals
- Vice Principals
- Assistant Principals
- Tri-District Director of Curriculum
- Director of Pupil Personnel Services
- Director of Athletics
- District Supervisors
- Director of Technology

1.2 Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to one gender of teachers shall include teachers of the other gender.

- 1.3 The parties agree that the Board of Education reserves all rights, authority, and responsibilities, in accordance with applicable laws and regulations, not otherwise affected by the provisions of this Agreement.

ARTICLE II - GRIEVANCE PROCEDURE

2.1 Definition

A grievance is a claim by a teacher or the Association of a personal loss based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment. However, the term "grievance" shall not apply to any matter (a) which is a complaint of a nontenure teacher arising by reason of his not being reemployed, or (b) which is a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not required, (c) a matter affecting a teacher arising by the reason of the application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the teacher within thirty calendar days from the time when the teacher knew or should have known of its occurrence. As used in this definition, the term "teacher" shall mean also a group of teachers having the same grievance.

2.2 Purpose

A grievance is a claim by a teacher or the Association of a personal loss based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment. The purpose of a grievance procedure is to resolve differences concerning the interpretation of the parties' contractual rights. Any individual teacher or group shall have the right to present a grievance affecting him. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance or to request representation, and the Association shall appoint the representative. The teacher has a right to have representation appear with him commencing with Level Two and all-subsequent levels of the Grievance Procedure.

2.3 Procedure

A. Level One:

Any teacher who has a grievance shall discuss it first with his immediate superior (director, assistant principal, principal) in an attempt to resolve the matter on an informal basis. If the problem remains unresolved, the matter should be brought to the attention of the building principal for informal discussion.

B. Level Two:

If, as a result of the informal discussion with the Principal, the matter is not resolved to the satisfaction of the teacher within seven school days, he shall set forth his complaint in writing to the principal stating:

1. The nature of the grievance.
2. The nature and extent of the loss, injury or inconvenience.
3. The results of previous discussions.
4. His dissatisfaction with the decisions previously rendered.

The principal shall communicate his decision to the teacher and to the Association in writing within seven school days of receipt of the written complaint.

C. Level Three:

The teacher may appeal the Principal's decision to the Superintendent of Schools within seven school days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. Upon request by the teacher, the Superintendent shall have a conference with the teacher and his representative, if any. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed seven school days. The Superintendent shall communicate her decision in writing to the individual and to the Association.

D. Level Four:

If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board within seven school days. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested by the teacher, and render a decision in writing setting forth its reasons to the teacher and the Association within fourteen school days.

E. Level Five:

1. If the grievant is not satisfied with the disposition of the grievance at Level Four, the Association may submit the grievance to advisory arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
2. Within ten (10) school days after such submission for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, either shall request the Public Employment Relations Commission to appoint an arbitrator.
3. The arbitrator shall confer with the representative of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.
4. The costs for the services of the arbitrator, including per diem expenses and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
5. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute; the time lost by the teacher must either be without pay or charged to personal time; however, if the arbitrator subpoenas a teacher to attend the arbitration proceedings as a witness, this teacher shall not suffer loss of pay.
6. Notwithstanding the above, the parties agree that in not more than one (1) arbitration per contract year (non-cumulative) may be submitted to an

arbitrator, whose decision shall be final and binding upon both parties. The Association shall have the right to designate which arbitration shall be so binding, provided such designation is made and communicated in writing prior to the commencement of the arbitration in question. The Association's choice shall be limited to a grievance which must have reached Level Two of the grievance procedure in any contract year governed by the agreement.

7. Notwithstanding the above, the parties agree that any dispute which involves a disagreement as to whether the health insurance benefits provided employees herein are equal to or better than the health insurance benefits heretofore provided employees through the New Jersey Public and School Employees Health Benefits Plan may be submitted to an arbitrator whose decision shall be final and binding on both parties.
- 2.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. However, either party may request one extension of ten school days at levels Two, Three or Four and if either party requests it, it shall be granted.
- 2.5 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulation of the Board until such grievance and any effect thereof shall have been fully determined.
- 2.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

ARTICLE III - SALARIES

Salary Guide Construction

The Board and the Association for each year of the contract 2008-2009 agreed to the first step of the salary guide in each column.

2008-2009 Salary Guide

Effective July 1, 2008, each step of the Salary Guide and Off Guide shall be increased by 2.25%, exclusive of increment.

Salary guides reflecting these increases shall be jointly developed by the Board and the Association.

All staff except for those at max or Off Guide shall advance one step each year.

Other Article III compensation rates shall increase by 2.25% for the 2008-09 school year.

OFF GUIDE LEVELS

All employees at the top of the salary guide in the 2002-2003 school year will stay at the top of the guide in all succeeding years.

Off guide employees will remain at the level designated by letter and can move horizontally within the level up the attainment of the appropriate number of credits or degree (example: Level A at MA in 2008-2009 \$94,704 attaining MA+16 moves to \$97,289).

The Board and the Association determined the number of steps in each column of the salary guide and the number of levels for off guide employees in each year of this agreement.

Off Guide Levels

Letter A—First year Off Guide 1999 - 2000

Letter B—First year Off Guide 2000 - 2001

Letter C—First year Off Guide 2001 - 2002

3.1A Teachers' Salary Guide – 2008-2009

Step	BA	BA+16	MA	MA+16	MA+32	MA+48	PhD/EdD
1	\$43,905	\$46,226	\$48,545	\$50,865	\$53,185	\$55,505	\$57,824
2	\$46,060	\$48,449	\$50,839	\$53,228	\$55,619	\$58,007	\$60,397
3	\$48,207	\$50,669	\$53,130	\$55,591	\$58,052	\$60,514	\$62,975
4	\$50,362	\$52,947	\$55,530	\$58,114	\$60,697	\$63,280	\$65,862
5	\$52,947	\$55,530	\$58,114	\$60,697	\$63,280	\$65,862	\$68,445
6	\$55,530	\$58,114	\$60,697	\$63,280	\$65,862	\$68,445	\$71,025
7	\$58,114	\$60,697	\$63,280	\$65,862	\$68,445	\$71,025	\$73,608
8	\$60,697	\$63,280	\$65,862	\$68,445	\$71,025	\$73,608	\$76,192
9	\$63,280	\$65,862	\$68,445	\$71,025	\$73,608	\$76,192	\$78,774
10	\$65,862	\$68,445	\$71,025	\$73,608	\$76,192	\$78,774	\$81,359
11	\$68,963	\$71,543	\$74,126	\$76,711	\$79,292	\$81,876	\$84,456
12	\$72,061	\$74,643	\$77,224	\$79,808	\$82,393	\$84,973	\$87,556
13	\$75,159	\$77,741	\$80,326	\$82,907	\$85,490	\$88,074	\$90,656
14	\$78,257	\$80,841	\$83,425	\$86,008	\$88,588	\$91,171	\$93,755
15	\$81,359	\$83,938	\$86,524	\$89,106	\$91,689	\$94,270	\$96,854
16	\$0	\$0	\$89,622	\$92,204	\$94,789	\$97,371	\$99,953
17	\$0	\$0	\$0	\$0	\$97,889	\$100,470	\$103,053
Off C	\$85,404	\$87,988	\$94,704	\$97,289	\$102,968	\$105,550	\$108,133
Off B	\$86,352	\$88,934	\$95,650	\$98,230	\$103,913	\$106,496	\$109,078
Off A	\$87,295	\$89,879	\$97,109	\$99,693	\$105,375	\$107,960	\$110,540

3.2 Teachers who have earned a Bachelor's Degree, Bachelor's Degree plus 16 credits, Master's Degree, Master's Degree plus 16 credits, Master's Degree plus 32 credits, Master's Degree plus 48 credits, or a Doctor's Degree, will be placed on the appropriate guide. A Doctorate Degree shall be defined as only Ph.D. (Doctor of Philosophy Degree) Ed.D. Degree (Doctor of Education), or Psy.D. (Doctor of Psychology).

Request for and proof of any change in a teacher's placement on the salary guide shall be his responsibility. Changes will only be made upon submission of proof and will be made retroactive to the September 1 or February 1 immediately following the date of attainment, or 60 days retroactive from date of request, whichever is later.

3.3 All credits to be counted for advancement to the doctoral level, and all credits to be counted for advancement to the Master's plus levels, must be earned after the teacher has received his Master's Degree.

3.4 At no time can education courses which are required for obtaining an initial teacher's certificate be used for advancement on the salary guide, unless these education courses are taken as part of a degree program or are part of a state recognized program for additional certifications.

3.5 A Equivalency credit may be given to all teachers who participate in approved workshops (such as M.S.S.C., Mathematics Institute, N.D.E.A., A.D.E.C. or Bergen County English Association). In order to receive such credit, the teacher must obtain the Superintendent's written approval for the program before he begins the workshop. Anything herein to the contrary notwithstanding, no more than one-third of the additional credits to be applied on each of the columns of the salary guide may be equivalency credits, as herein set forth. No more than three such equivalency credits may be transferred in from another district and those to be transferred in must have the prior approval of the Superintendent. All such credits shall be retroactive to teachers presently employed in the district.

3.5 B The School Administration [Superintendent, Principal, Director of Curriculum], with advice and assistance of the selected teacher or teachers, may recommend fifteen hours of inservice work to any teacher during the 2008-09 school years. Each teacher will receive one inservice credit for each fifteen hours of time used during his conference periods or out of school time. The administration will determine when the inservice work has been successfully completed and the credit applied. If the teacher has a complaint about the evaluation of the inservice work, the teacher can ask for a review by a committee consisting of the Director of Curriculum, Department Supervisor, and Principal and a teacher representative.

3.6 The term "Credit," shall mean one full semester credit as commonly accepted for graduate credit given at a New Jersey State Institution approved by the State Department of Education.

All courses must be given by an accredited institution and must receive prior approval from the Superintendent in order that the graduate course may be used for movement on the salary guide. The approval of the Superintendent will not be denied, provided that the course is given by an institution of higher learning and said institution is accredited by the National Council for Accreditation of Teacher Education (NCATE).

3.7 It shall be clearly understood by both parties that the salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and/or increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure.

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation when it is made.
2. A failure to comply with the terms of this section shall not be grounds for the restoration of a withheld increment or the reversal of a decision to withhold.
3. The employee shall have the opportunity to speak on his behalf before the Board within thirty (30) days of notification.
4. The Board will not take necessary formal action until a date subsequent to the above meeting.
5. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of this action, together with the reasons therefore, to the employee concerned.

3.8 There shall be a total longevity allowance for each qualifying employee, which shall be a total of:

2008-2009	In Each Year:
\$2,088	Starting with the 15 th year of service in the district.
\$3,003	Starting with the 20 th year of service in the district.
\$4,240	Starting with the 25 th year of service in the district.
\$5,018	Starting with the 30 th year of service in the district.

which shall be included in and be part of the employee's base salary.

3.9 A Salaries of the following shall be the Teachers' Salary Guide, plus the stated increments. These increments will be in proportion to actual time worked.

	2008-2009
ESL Coordinator	\$6,751
Guidance Counselor	\$6,751
Lead Teacher	\$6,751
Learning Disability Teacher Consultant	\$6,751
Librarian/Media Specialist	\$6,751
School Psychologist	\$6,751
Social Worker	\$6,751
Substance Awareness Coordinator	\$6,751

3.9 B The salary for the position Athletic Trainer/Teacher shall be the Teachers' Salary Guide, plus the stated increments. In consideration of the unusual time commitment and work responsibilities of the position of Athletic Trainer/Teacher, the Board of Education and the Association agree that the Board will provide the annual payment of two (2) stipends (fall and winter seasons) in the amount based upon Group V-Step 2B of Schedule "A."

2008-2009 \$3,996

This stipend shall be payable only when such employee works in the combined position of Athletic Trainer/Teacher for the school year and shall be part of the employees base salary.

3.10 The following categories of individuals if employed during the summer shall be paid at an hourly rate of 1/200 of their annual base salary divided by 7:

Teacher	Certified Employee
Guidance Counselor	Librarians/Media Specialist

For 2008-09 the same daily rate formula shall apply.

3.11 In those cases where a regular substitute is not available for emergency coverage, regular teachers may be used as substitutes during their non-teaching periods. A list of teachers desiring to be called for emergency coverage will be compiled each September by each assistant principal. The assistant principal will select from this list before arranging emergency coverage by other teachers. Coverage during the teacher lunch period shall be voluntary. These teachers shall be paid one-fifth (1/5) of the per diem rate of pay earned by the most highly paid substitute teachers plus two dollars (\$2) for each period they cover. Such coverage shall be arranged by the assistant principal of the school in question and shall be distributed as equitably as possible among the respective subject area teachers available in said school.

In those cases where a regular teacher is absent for more than three consecutive teaching days, his department supervisor may recommend to the principal that the academic classes of the absent teacher be taught by teachers within his department. Such coverage shall be arranged by the department supervisor of the academic subject area in question and shall be distributed as equitably as possible among the most qualified teachers in said school.

Beginning with the first (1st) school day, the said regular teacher shall be paid for such service .1081% of his or her annual salary per period covered. Annual salary shall be understood to mean 100% entitlement of given column and step for the teacher in question, notwithstanding whether or not said teacher is actually receiving such column and step amount.

Any regular teacher who provides this coverage and receives this additional compensation cannot and will not have any claim against the Board at the termination of such coverage and compensation.

3.12 A All teachers will be paid one half month's salary on the first Friday following Labor Day, in lieu of a regular pay check on September 15.

- 3.12 B Salary checks will be issued on the 15th and last day of every month, whenever possible, except when these are non-working days. In the latter case, check will be issued on the last working day proceeding the regular pay day.
- 3.13 Coaches shall be paid in accordance with Schedule A determined according to the guide shown in Schedule "A". Current coaches shall be placed on the new guide according to Schedule B and thereafter will move by years of service. The Board reserves the right to cancel a sport or a coaching position if it decides the activity does not warrant either.
- 3.14 Extra-curricular salaries shall be paid in accordance with Schedule C, an increase of 2.25% in 2008-2009. The Board reserves the right to discontinue an activity unilaterally.
- 3.15 Teachers who have been continuously employed since the preceding September 30 shall receive their contracts or salary statements for the ensuing year no later than May 15 of the present year. Non-return of the signed contract or salary statement within thirty days of receipt will constitute resignation on the part of the teacher.
- 3.16 The Board may grant full credit up to three years for those who are employed thereafter, for the time spent in the military service, Peace Corps, Americorp and VISTA. It shall be the responsibility of the teacher to provide adequate proof of such service.
- 3.17 The Board shall pay the sum of \$48.80 (2008-09) per hour to teachers engaged in homebound instruction.
- 3.18 A Supplementary teachers employed on an hourly basis shall be paid at the rate of \$48.80 for the 2008-09 school year.
- 3.18 B Teachers providing in-service instruction after school will be compensated at \$64.15 per hour for instructional time and \$53.45 per hour for planning time. Planning time shall be agreed upon between the presenter and the Director of Curriculum prior to delivery of instruction. (The NJDOE guideline of two (2) hours of planning for each hour of instruction shall be used as a contributing benchmark in determining the necessary planning time.)
- Teachers providing in-service instruction during the school day shall be reassigned for the day. No compensation shall be provided for instruction. These teachers shall be compensated for their planning time at the rate established in the preceding paragraph.
- 2008-09
 Planning Time = \$53.45
 Instructional Time = \$64.15
- 3.18 C The position of Athletic Trainer shall be compensated at the annual rate of \$52,290 for the 2008-09 school year.

3.19 RIVER DELL SUMMER SCHOOL

Salary Guide	2008-2009
Step 1—0-3 years 'experience at R.D. or teachers from other schools	\$5,605
Step II—4-10 years' experience at R.D.	\$6,009
Step III—11 or more years' experience at River Dell	\$6,502
Director of Music Program Stipend	\$1,834

There will be an automatic one-step increase of consecutive teaching in River Dell Summer School until the maximum is reached.

3.20 Any teaching staff member who shall voluntarily retire may receive, in addition to all other compensation and/or emoluments to which the said teaching staff member may be otherwise entitled, payment for unused accumulated sick days at the rate of \$30.00 a day only subject to any in accordance with the following conditions:

- a. The teaching staff member must have completed not less than twenty (20) full years of service with the River Dell Regional Board of Education at the end of the school year at which the voluntary retirement shall commence, and
- b. The teaching staff member, must have completed a full year of service with the River Dell Reg. Board of Education and the retirement must commence no earlier than the regular and routine end of a full school year; any teaching staff member that retires and/or leaves prior to the regular and routine end of the school year, notwithstanding the achievement of twenty years of service shall not, under any circumstances whatsoever, be eligible to apply for or receive the benefit provided for in this Article 3.21, and
- c. The teaching staff member must inform the River Dell Regional Board of Education in writing on or before December 1 in any school year of his or her intention to retire from service at the end of that school year the following June; any teaching staff member who fails to inform the Board of Education in writing of his/her intention to so retire on or before December 1 shall not be eligible to apply for or receive the benefits provided by this Article 3.21; notwithstanding the intention of the preceding language in this Paragraph "3", if an emergency of the preceding language in this Paragraph "3", if an emergency situation arises, any teacher who finds that he/she must retire and leave in June due to circumstances beyond his/her control, but which teacher has failed to so notify the Board of Education on or before the December 1 deadline, said teacher may appeal to the Board of Education for a waiver of this condition contained in Paragraph "3"; the Board may, but shall not be required to, grant such a waiver if, in its sole, absolute and exclusive discretion, the Board finds that the circumstances presented by the teacher justify the granting of a waiver. The Board's decision shall be final, binding and conclusive upon all of the parties and shall not be grievable under and in accordance with the contractual grievance procedure, and
- d. The teaching staff member must have accumulated not less than fifty (50) unused sick days at the time of the commencement of his/her retirement; any teaching staff member having less that fifty (50) unused accumulated sick days at the time of the commencement of his/her retirement shall forfeit compensation for the same upon his/her retirement, and

- e. Notwithstanding anything herein to the contrary, the benefit herein provided shall be and is strictly limited to compensation at the aforementioned daily rate for one-half of a teaching staff member's accumulated unused sick days not exceeding two hundred thereof and in any event such benefit shall never exceed the sum of Three Thousand Dollars \$3,000.00.
- f. The teaching staff member shall not rescind his/her retirement. An appeal can be made to the Chief School Administrator if an employee requests that his/her retirement be rescinded because of extraordinary circumstances. (i.e. Sudden loss of spousal income.)

ARTICLE IV - LEAVE OF ABSENCE

4.1 SHORT TERM LEAVE

A. No Deduction of pay

1. Personal Illness

- a. Teachers shall be entitled to 10 days' absence each year for personal illness only. Illness is defined as absence from post of duty because of exclusion from school by the medical authorities on account of physical injury or contagious disease, or being quarantined for such a disease in the immediate household.
- b. Teachers shall be given a written accounting of their accumulated sick leave days no later than September 15th of each school year.
- c. Emergency Sick Leave: In the event of an extended illness which exhausts all of an employee's accumulated sick leave days, a request can be made to the Board for additional paid leave. Granting or denial of such additional leave shall be at the sole discretion of the Board and will be decided on an individual basis. Payment for such leave cannot exceed normal salary for that person, less the cost of a substitute or replacement employee. There is no contractual or legal right to Emergency Sick Leave. Unused Emergency Sick Leave will expire at the conclusion of the school year in which it is granted.
- d. The provisions of Article IV, Paragraph 4.2C shall apply to Emergency Sick Leave.
- e. Teachers employed in the Summer School program shall be granted one (1) noncumulative sick leave day.

2. Death in Immediate Family

For a death in the immediate family, up to five days' absence, as determined by the Superintendent, will be granted. "Immediate family" will include mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, step parents, step children and any other relative living with the teacher as a permanent member of the family. Cases of an unusual nature, not covered by this regulation, will be resolved by the Superintendent.

3. Death of Relative
For the death of a relative outside the immediate family (such as aunt, uncle), one day will be granted.
4. Government Mandate
Recognized Government mandates over which the educational teacher has no control will be honored.
5. Personal Business
For personal business, subject to the prior application to Building Principal, approval by Superintendent of Schools, two days each year will be granted.

Teachers desiring to take a personal day under this provision shall not be required to specify "reasons" of the personal business leave days requested.

Personal days requested immediately preceding or following a holiday may be taken, provided specific reasons are stated in the application submitted to the Building Principal and with prior written approval of the Superintendent.

Personal leave time may be used for days of religious observance.

6. Summer School
For teachers employed in the summer school, article 4.1, A1 and 3 apply.

B. Deduction for Substitute's Pay

Deduction for substitute's pay will be made for the following types of absence. In all of the following cases, a teacher's daily salary is computed on the basis of 1/200th of the annual contractual salary.

1. Death in Immediate Family
Absence extending beyond the time granted.
2. Court Action
In case of absence from duty in response to a jury summons or a subpoena to be witness in an action in which the teacher is not involved, the amount of the witness or juror's fee shall be deducted from the salary of the teacher and applied to the substitute's pay.

- C. Up to five (5) school-days shall be afforded to representatives of the Association to attend conferences and conventions of state and national affiliated organizations, but this leave shall be without pay. Exceptions to this policy regarding pay may be made at the discretion of the Superintendent. Requests for such exceptions and their approval shall be in writing.

4.2 Extended Leave of Absence, Except Maternity

A. Qualification

Except for those drafted into military service, only teachers tenured will be eligible for

extended leaves of absence.

B. Application

Any teacher desiring an extended leave of absence, for any reason, shall submit a written request to the Board through the office of the Superintendent of Schools. Such a request shall contain the proposed dates of absence from school and the reason for the request.

C. Personal Illness

The application shall be accompanied by a physician's certificate attesting to the fitness of the teacher to resume his assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the illness of the teacher or may direct the school physician to make a physical examination of any teacher who is absent because of personal illness.

D. Sabbatical Leave

1. On the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to go on a Sabbatical leave for the purpose of self-improvement to benefit the school system through study or research.

2. General

a. Leave will not be granted for the purpose of engaging in a gainful occupation or for the purpose of studying for a trade or another profession.

b. When formal college credit has been granted during the leave, the presentation of an official transcript will be required by the Superintendent.

c. When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.

d. Summer Sabbatical. A teacher may apply for a sabbatical covering three consecutive summers and leading to completion of a program of study or research.

3. Limited Applications

A maximum of 5 members of the professional staff, less any leaves granted under E below, may be on a Sabbatical leave at any one time. Sabbaticals granted under summer Sabbatical program will count against the maximum of 5 in the first year the Sabbatical is taken.

Request for Sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than the first day of March. In the event that a program to be used as the basis of a Sabbatical leave request could not have been known by an applicant prior to the first of March, then the request cut-off date for the applicant shall be extended to one month from the time the program became known, but in no event later than April 1.

Written confirmation of receipt of the request should be issued by the Superintendent within two weeks, and written notification of the disposition of the

request no later than April 30.

4. Salary
Sabbatical leave shall be granted for a period of up to one year at 60% salary for the time involved. Salary for the summer sabbatical shall be one half the following year's salary for the time involved.
 5. Eligibility
Consideration will be given only to those presenting sabbatical leave plans which involve self-improvement and benefit to the school system. Members of the professional staff shall become eligible for a full-year sabbatical leave after they have completed seven consecutive years of service in the system. Eligibility for another full-year sabbatical leave shall be re-established after seven consecutive years of service following any previous sabbatical leave. Members of the professional staff shall become eligible for a summer sabbatical leave after they have completed five consecutive years of service in the system. Eligibility for another summer sabbatical leave shall be re-established after five consecutive years of service following any previous sabbatical leave.
 6. Return
A condition attached to the granting of Sabbatical leave shall be the agreement on the part of the applicant to return to the River Dell Regional Schools for at least one year of service after the conclusion of the Sabbatical leave. If the teacher does not return as per agreement, then he is indebted to the Board of Education for the salary received while on Sabbatical. Upon return from Sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
 7. Limits
Sabbatical leave shall not ordinarily be granted as the fulfillment of the final contract year.
 8. Sabbatical Leave Shall Not Be Cumulative
- E. The Board agrees that up to two (2) tenured teachers designated by the Association may, upon request in writing and prior approval of the Board, be granted a leave of absence without pay of exactly one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- F. Return
All leaves of absence are granted from the River Dell Regional Schools System and not for a specific position herein.
- G. Notification of Return
By March 1 immediately preceding the school year in which a teacher is due to return from an extended leave, he must signify his intent, in writing, to the Superintendent. Failure to comply with this regulation will be considered a resignation. All teachers on extended leave will be given a written reminder of this obligation not later than February 15.

H. Contract Status

Upon return to duty, at the expiration of the leave of absence, the person shall resume the contract status he had prior to such leave.

I. Experience Credit

Teachers on leave for a year or more, or for the major part of a year, shall not receive any increments for the period of such absence; nor shall such period of absence, except for Sabbatical leaves and military service, count toward experience on the guide. Upon return to duty, the teacher shall be placed on the step of the salary guide corresponding to his teaching experience, which will not include the time allotted for his leave of absence.

J. Restriction

No leave of absence shall be granted for employment in another business or occupation.

4.3 Maternity Leave of Absence

A. Separation from System

Tenured teachers shall and non-tenured teachers may be granted a leave of absence without pay for maternity reasons. The teacher shall continue to work as long as she is physically able, as determined by her own physician. Such determination shall be presented to the Board of Education in writing no later than the sixth month of pregnancy.

If, however, the Board should find that the teacher's performance is inadequate due to her physical condition, then the Superintendent may require that the teacher be examined by the school physician. Superintendent's decision shall be final. In the case that there is a difference of medical opinion between the school physician and the teacher's physician, then the Board and the teacher shall agree on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The cost of this third physician shall be equally shared by the Board and the teacher. These examinations shall take place during a span of time no longer than two weeks following the Superintendent's initial request.

B. Notification

All teachers shall notify the administration as soon as possible, but no later than 60 days of intention to take maternity leave.

C. Adoption of an Infant

Any teacher on tenure adopting an infant child shall, and any non-tenure teacher may, receive similar (maternity) leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the district in the area of her certification or competence.

D. Duration of Leave

The teacher on such leave of absence must return only in the first or second September following the birth of the child. Specific permission to rejoin the staff at a

sooner or later time may be granted by the Board. The teacher shall inform the Board in writing of her intention to return in September by the preceding March 15. Failure to return on promised date shall result termination of leave. The Board may at its discretion grant an extension of this leave.

E. Return

She shall be reinstated in her position with every reasonable effort made to place her in her previous specific situation.

F. Interrupted Pregnancy

If a pregnancy for which a maternity leave has been granted is interrupted, or should result in a stillborn child, the teacher may return at an earlier date than specified in 4.3D if mutually agreed upon.

4.4 Other Leaves for Service or Scholarship

A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, Americorps, or VISTA and is a full-time participant in either program, or who receives and accepts a Fulbright Scholarship. All teachers shall notify the administration as soon as possible, but no later than 60 days of intention to take such a leave.

ARTICLE V - HEALTH INSURANCE

5.1 A. The Board shall provide to all full-time teachers the New Jersey State Health Benefits Program.

B. Prescription Program - The Board shall provide to all full-time teachers and their dependents a prescription program for the term of their contract only, and only in the manner set out in the 1995 modification of the annual prescription plan as follows:

1. R.D.E.A. members will be reimbursed 100 percent of the amount of claims up to \$200 (up to \$100 per association member and up to \$100 for dependents).
2. R.D.E.A. members shall also be reimbursed for 20% of the cost of all covered prescription charges up to an amount of \$2,000 per person, annually, following the first \$100 per individual member and \$100 for dependents. It is agreed that these reimbursements cannot exceed the following monetary limitations:

2008-2009
\$25,000

less the maximum to be deducted for clerical and administrative costs incurred for administering the prescription program (\$2,100).

3. It is further agreed and understood between the parties that the Board shall pay all costs of prescriptions not covered by major medical insurance provided by the Board, or by other insurance coverage covering the member or individual family members to an amount not to exceed an aggregate of \$8000. This \$8000 amount is separate and apart from the monetary limitation provided for in Article V, Section 5.1 B2.
4. Benefits for teachers who leave the system prior to June 30 of each contract year shall terminate as of date of severance.
5. It is distinctly understood and agreed that should claims exceeding the amounts set forth in subparagraph B2 above, be presented, that all approved claims shall

be paid by September 20 of each contract year on a pro-rata basis out of said amount.

6. This prescription program shall cover for drugs and medicines (except for vitamins) which under Federal or State law may only be dispensed upon a written prescription by a licensed physician for the treatment or prevention of an illness, injury or condition, and if dispensed by a licensed pharmacy or by a legally constituted and operated hospital for an insured teacher or dependent who is not then a bed patient in that hospital.
7. The prescription program does not cover any charge for a drug and/or medicine expense:
 - a. if the expense is not required in accordance with accepted standards of medical practice;
 - b. to the extent that the charge exceeds the reasonable and customary charge for the particular drug and/or medicine;
 - c. to the extent that such charge is covered by any other insurance under which the teacher and/or dependent is covered;
 - d. if the expense is not prescribed by a duly licensed doctor in charge of the case;
 - e. if the expense is incurred in connection with care beyond the scope of the license of the person rendering it;
 - f. if the expense is incurred for drugs that do not require a prescription;
 - g. if the expense is incurred for prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, hypodermic needles, syringes, or similar devices;
 - h. if the expense is incurred in connection with the administration or injection of any drug and/or medicine;
 - i. if the expense is incurred in connection with contraceptive drugs;
 - j. if the expense is incurred in connection with prescriptions dispensed to a teacher or a dependent while a patient in a hospital, nursing home or other treatment institution;
 - k. if the expense is incurred for drugs in connection with cosmetic surgery and/or treatment;
 - l. if the expense is incurred in connection with the care of disease where the principal diagnosis is of a psychiatric illness;
 - m. if the expense is incurred in connection with the care of drug addiction or chronic alcoholism.

8. Claims must be made in writing in accordance with instructions from the Board Secretary not later than August 1 of each contract year, signed by the teacher; and annexed to said claims must be receipted invoices from the licensed pharmacy setting forth the following information:
 - a. The date purchase of drug was made;
 - b. Name of patient to whom the drug was prescribed;
 - c. If not the teacher, the relationship of the person to the teacher;
 - d. The prescription number;
 - e. The name of the pharmacy;
 - f. The name of the doctor signing the prescription;
 - g. The cost of the drug.
9. It is understood and agreed that no claims will be approved and/or paid prior to September 30 of each contract year, to allow the Board time to accumulate all claims and to determine the mode of payment of approval claims in accordance with available funds.

C. Dental Program: The parties agree that the Board will underwrite a dental plan to the extent of \$701 (2008-2009) per employee based on a freeze or decrease in overall dental premium for the 2007-08 school year; otherwise the Board contribution shall increase 2.25% for the 2008-09 school year. The count of employees upon which the Board's contribution shall be calculated in each school year shall be taken on July 1st for 12-month employees and on September 1st for 10-month employees.

5.2 Coverage for items 5.1A to C shall be for a twelve (12) month period commencing July 1. However, coverage shall terminate as of the effective date a teacher leaves the system, unless the teacher shall leave at the end of the normal school year.

ARTICLE VI - SCHOOL ADVISORY COUNCIL

6.1 Advisory councils, each composed of a minimum of eight staff members from each building, elected by the Association, shall be given the overall responsibility for liaison with the Principals of their respective buildings for consideration of suggestions made by a member of the staff. Each council will hear all recommendations and suggestions submitted by Association members and will determine whether further study is warranted or immediate action should be taken on such items. Each council will have the authority to appoint a committee to study problems or matters requiring further research.

6.2 Membership in the advisory council will be limited to Association members and the members will elect a chairman from its ranks. The advisory council will represent all faculty members eligible for membership in the Association. The terms of office shall be determined by the Association. Eight members of the advisory council within each building shall have a common preparation period. If this is not possible because of scheduling programs, the association and the administration agree to reach some other amiable

solution to the problem. The advisory council will submit in writing to the principal all recommendations it has determined worthy of a written administrative decision. It shall be incumbent upon the principal to analyze and study each recommendation submitted in writing by the advisory council.

The principal shall discuss the matter presented with the superintendent and administrative staff and shall have the right to request reconsideration or further study by the advisory council before rendering a decision. In all cases, a decision concerning the proposed matter shall be presented in writing to the advisory council no later than two weeks after receipt of all data. Advisory council shall have the right to resubmit a proposal after further study when a principal has not acted favorably upon it. After a second proposal regarding the same subject has been rejected by a principal, the advisory council shall have the right to submit said proposal to the superintendent for his consideration after first having notified the principal in writing of its decision to do so. The superintendent shall reply to the proposal in writing within two weeks after its receipt.

- 6.3 The superintendent, through the principals, may refer to the advisory council those items which he or the Board of Education or the members of the administrative staff may feel worthy of study by the council. The principals shall confer with their respective councils on a scheduled basis agreed upon by both parties. Emergency sessions may be called by either party, but must be agreed upon by both parties.
- 6.4 The Representative Council shall hear from the staff problems relating to the staff manual, 600 series, and any other problems which may have application to the daily functioning of the school. The council shall make recommendations for a solution which shall be routed through the procedures outlines in 6.2. If after the superintendent level a satisfactory determination has not been made, it shall be presented to the Board; the Board shall acknowledge in writing receipt of the proposal and render a written decision regarding said proposal within 45 days.

The Board shall have at its discretion the option to request further study and/or have an oral presentation from parties involved.

ARTICLE VII - TEACHER RIGHTS

- 7.1 If a teacher is called to a meeting with a superior or with the Board without prior reasons being furnished, and he learns that this directly affects his status as an employee, then he may request adjournment for one (1) school day. The teacher shall have the right to have an Association representative at such meeting.
- 7.2 A mandatory conference between the principal and all non-tenure teachers who have started work prior to September 30th will be held prior to the succeeding March 1st. If, during this first conference, the principal indicates that there may be some uncertainty regarding the teacher's retention for the succeeding academic year, the teacher may request, in writing, a second conference with all the following: superintendent, principal, department supervisor, and any other administrator involved in order to review the surrounding facts and circumstances prior to the conference, if held pursuant to the teacher's written request, or in the event no second conference is requested, the principal will finalize his administrative channels. No later than five school days following the second conference, the non-tenure teacher may place in his file a letter setting forth factors he believe should be considered. Following the filing of this letter, if he request in writing to the superintendent, he may present any facts he deems pertinent in person to the Board. Two R.D.E.A. representatives may accompany him.

- 7.3 Every teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the teachers' manual. No grade shall be changed without a consultation with the teacher. In the event that the teacher is unavailable for consultation, the principal shall have the unilateral right to change grades, provided he informs the teacher of the changes when the teacher returns to the school. Unavailability for consultation shall be conclusively assumed three (3) business days (Monday through Friday with the exception of legal holidays) after the mailing of a letter to the teacher's home address as recorded in the superintendent's office without any response thereto.
- 7.4 All suspensions of employees shall be with pay unless the employee is indicted or the object of a suspension without pay pursuant to *N.J.S.A. 18A:6-14* due to the tenure charges. The pay lost due to indictment or tenure charges shall be returned to the employee if the indictable offense is dismissed or the tenure charges are resolved by a decision specifying a return of some or all of the monies withheld during the 120 day period. Nothing in this provision is to be interpreted as a waiver of the statutory rights of any individual or the Board.
- 7.5 Any communication, favorable or unfavorable, regarding a teacher or group of teachers made to any member of the administration by any parent, student, or other person will be called to the attention of said teacher or group of teachers within 30 school days. If such communication could result in administrative action, failure to comply with the 30 days' notification shall prohibit administrative action, based on such notification.
- 7.6 Any tenured member of the bargaining unit who is laid off shall have recall rights for a period of twenty-four (24) months following such layoff. The Board agrees to recall laid-off employees, the one laid off with the greatest seniority is the first one recalled, provided that the person recalled meets the area of certification requirements of the available position. The Administration will have the responsibility of maintaining the true and accurate addresses of the persons to be recalled and any notice given by the Board and mailed return receipt requested to the last known address of the said person, shall be deemed to be the notice of recall. Failure to respond to the notice of recall within ten school (10) days from the date of mailing of same, shall be termed to be a waiver and relinquishment of the right of recall.
- 7.7 As of July 1, 2000, all personnel and teachers no longer have the right to enroll their children in River Dell Regional School district, tuition free, or at a reduced tuition rate.

ARTICLE VIII - ASSOCIATION RIGHTS

- 8.1 The Association shall have the right to request the use of school buildings. The principal of the building in question shall receive the request in writing and in advance of the time and place of all such meetings. Such request shall not be unreasonably denied. If the request is denied, the principal shall state the reasons in writing and supply a copy to the Association and to the superintendent of schools.
- 8.2 The Association president will be assigned neither homeroom duty nor extra duties.
- 8.3 One day per month of the regular Professional Meeting Time will be allocated to the Association for its meetings.
- 8.4 The River Dell Education Association is to be allowed one hour during the Orientation

Program.

- 8.5 Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings which are initiated by the Board or its representatives, the said Association representative and/or teacher shall suffer no loss in pay.
- 8.6 The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- 8.7 To the extent that school mail facilities, school mail boxes and district email service are available, and without any liability on the Board in any event, the Association shall have the right to use the said facilities and mail boxes as it deems necessary and without the approval of building Principals or other members of the administration for association business only.

ARTICLE IX - TEACHER ASSIGNMENTS

Teachers shall be presented with tentative teaching schedules for the next school year on or before June 1 and again if any changes were made in the tentative schedule.

ARTICLE X - NOTICE OF PROFESSIONAL VACANCY

A notice of a vacancy in a professional position shall be sent as soon as possible to each school for posting on the faculty bulletin board, posted on the district's website and emailed to all employees. Each teacher shall receive an acknowledgement of receipt of his written application.

ARTICLE XI - REVIEW OF CONTENTS OF PERSONNEL FILES

A teacher may, at reasonable times, upon request, and in the presence of the principal or superintendent or his designate, review the contents of his personnel file in their respective offices. The superintendent retains her responsibility to protect the confidentiality of personal references, academic credentials and other similar documents. No material may be removed from the files, but copies may be made.

He shall be shown each evaluation and any other written material before it is placed in the folder and be given an opportunity to attach written comments to the evaluation and other written material, if any. The teacher shall place his initials on the evaluation and other written material, if any, which will serve to acknowledge only that he has seen it. If the teacher refuses to initial the evaluation or other written material, if any, the principal shall note this on the evaluation report or other written material, if any, and insert the report or other written material, if any, in the teacher's folder.

ARTICLE XII - ASSOCIATION DUES AND AGENCY FEE

- A. Association Dues
The Board agrees to deduct Association dues from the salaries of the members. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.
- B. Representation Fee in Lieu of Dues

1. If an employee who is within the categories of employees covered by the recognition clause of this Agreement between the Association and the Board of Education does not become a member of the Association during any membership year which is covered, in whole or in part, by this Agreement, the said employee will be required to pay a representation fee for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as the majority representative.
2. The representation fee for services rendered by the majority representative shall be in an amount of a representation fee certified to the Board by the Association. The amount of the representation fee shall not exceed eighty-five percent (85%) of the annual dues, fees and assessments charged by the Association to regular unified members of the Association.
3. Once during each membership year, covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become regular unified members of the Association for the current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the salary checks paid to each employee on the aforesaid list during the remainder of the membership year in question.
4. The deductions referenced above for the representation fee shall commence thirty (30) days after the beginning of employment of the non-member employee who is covered by the recognition clause of this agreement, or ten (10) days after reentry into employment as a member of the bargaining unit.
5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and Section 3 of N.J.S.A. 34:13A-5.6. Membership in the Association shall be available to all employees in the bargaining unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board shall immediately cease making payments of representation fees.
6. The Association shall indemnify and hold the Board harmless against any and all claims, demands, lawsuits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court action or litigation concerning this provision or this Article of the Agreement.
7. Nothing in this Article or in this Agreement restricts any individual from the free exercise of rights under the statutes cited herein.

ARTICLE XIII - TEACHING YEAR AND TEACHING DAY

- 13.1
- A. The maximum number of days that teachers employed under ten-month contracts will be required to work 185 days, or such additional number of days as are required by the administration in order to meet an emergency or unforeseen event.
 - B. The in-school work year for guidance counselors, librarians/media specialists, in-school psychologists, learning disabilities specialists, substance awareness coordinator, social workers, ESL Coordinator, and lead teacher employed on a ten-month basis shall not exceed seven working days, in addition to the regular teacher school work year. Those days will be mutually scheduled by the employee and the building principal.
 - C. 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.

- D. The structure and schedule of a normal teaching day shall not be altered from its present status without a 60-day prior notification.
 - E. Teachers will attend one evening session Back-To-School Night and one evening session for parent/teacher conferences. Each of these sessions will last from 7:00 p.m. to 9:30 p.m. and there will be early dismissal for students and teachers on each of these days after the completion of the minimum State mandated instructional day.
- 13.2
- A. The normal in-school workday for all full-time teachers shall be seven hours twenty-five minutes consecutively, or such additional time required, to fulfill their professional obligations, as determined by the administration.
 - B. The normal in-school workday for all employees covered by Article 3.9A shall be eight and one-half consecutive hours.
- 13.3
- Every teacher will plan lessons and teach course content as prescribed by the building principal. Teachers who have received satisfactory evaluations will submit lesson plans as required and prescribed by their building principal, or if agreed between the teacher and the principal, the teacher may maintain an E-board for purposes of communicating assignments or other items to student and parents. If a teacher does not receive a satisfactory evaluation they will at the discretion of the building principal complete lessons plans and maintain an E-board for communicating assignments or other items to students and parents. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal.
- 13.4
- The Superintendent shall prepare a school calendar and shall, after considering the views of the Association and such other individuals and organizations within the school system and community as he may see fit, recommend a school calendar to the Board. The ultimate determination of the school calendar and any subsequent changes therein, shall be the decision of the Board and shall be final and binding. It is agreed that the school calendar is a non-negotiable item and same is appended hereto for reference purposes only.
- 13.5
- The administration shall endeavor within the constraints of the curriculum, physical plant, student population and schedule to not assign teachers to more than two different rooms per day.
- 13.6
- A. The maximum number of days that the position Athletic Trainer/Teacher will be required to work shall not exceed 60 days, in addition to the contract 185 days in any school or fiscal year. The Athletic Trainer/Teachers class load shall not exceed two (2) teaching periods to be scheduled in the afternoon. Compensation days may be given at the discretion of the Administration for days when there may not be teaching and Athletic Training responsibilities.
 - B. The working days prior to the first day of the teacher schoolwork year will be determined by the state official starting date for fall sport practices, and the balance of the 60 days will follow during the school work year.
 - C. The position of Athletic Trainer/Teacher shall not be limited to days when pupils are in attendance. Athletic Trainer/Teacher may be required to report to work on days when required by interscholastic athletic programs, activities, or competitions.
 - D. Athletic Trainer/Teacher work hours may be varied in accordance with the direction of

the administration of the School District. Whenever possible advance notice should be given.

- E. The position of Athletic Trainer/Teacher due to the nature of the work hours and the requirements of the position every effort shall be made to stay within the 7 hours 25 minutes, but the time may not always entail consecutive hours of work time.

- F. The responsibilities may require such person to report for work on dates that are not set forth on the annual school calendar and may fall outside the usual time scheduled for curricular programs or whenever athletic activities may be scheduled. It is understood that his day is finished when the responsibilities of his position are completed as directed by the administration.

ARTICLE XIV - NONTEACHING DUTIES

14.1 The following teachers shall be relieved of nonteaching duties:

- A. One R.D.E.A. representative in each building who must be a classroom teacher.
- B. Any classroom teacher who teaches classes in both buildings on the same day.
- C. Teachers holding the following positions.
 - 1. One middle school and one senior high S.G.O. advisor
 - 2. Yearbook advisors
 - 3. Senior class advisor
- D. Any staff member who presents an idea that improves the educational program or makes utilization of his professional abilities may be excused from nonteaching duties as required to implement this program. The decision shall be at the discretion of the superintendent.
- E. If the program is not being implemented to the satisfaction of the administration, the teacher may be reassigned to an extra duty.
- F. English and Humanities teachers shall participate in the regular duty schedule.

ARTICLE XV - TEACHER FACILITIES

15.1 An appropriately furnished and well-lighted room shall be reserved for the exclusive use of staff as a lounge.

Although staff 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 custodian staff.

15.2 Well-lighted, ventilated and clean staff rest rooms, adequately supplied, separate for each sex and separate from the students' rest rooms, shall be provided.

15.3 A separate private dining area of adequate size for the exclusive use of the teachers and staff shall be provided.

ARTICLE XVI - BOOKS, OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- 16.1 Teachers purchasing materials and/or supplies with the advance approval of the principal shall be reimbursed upon submission of an appropriate receipt of purchase, provided that these teachers also obtain from the board office a tax-exempt form, which is used at time of purchase.
- 16.2 Teachers in conjunction with department supervisors shall make recommendations for the selection of textbooks and other instructional materials.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 17.1 The Board agrees:
- A. To pay the full cost of tuition, fees and books incurred in connection with any course, workshop, seminar, conference, inservice training session, or other such sessions which a teacher is required by the administration to take and successfully complete.
 - B. A teacher who proposes a program of curriculum research, revision, or innovation will be considered for possible employment during the summer for the purpose of developing such ideas.
- 17.2 The Board agrees to reimburse up to 75% of tuition spent by a teacher up to an aggregate limit of \$20,000 per year for all teachers, subject to the superintendent's prior approval, in writing, in the particular course in which the tuition reimbursement is sought.

All courses must be given by an accredited institution and must receive prior approval from the Superintendent in order that the graduate course may be used for movement on the salary guide. The approval of the Superintendent will not be denied provided that the course is given by an institution of higher learning and said institution is accredited by the National Council for Accreditation of Teacher Education (NCATE).

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- 18.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand-delivered letter, by return receipt certified mail, or by telegram to the following addresses:
- A. If by the Association to the Board, to:
c/o Secretary to the Board of Education
River Dell Regional Board of Education
230 Woodland Avenue
River Edge, New Jersey 07661
 - B. If by the Board to the Association to:
President, River Dell Education Association
River Dell Senior High School
55 Pyle Street
Oradell, New Jersey 07649

- 18.2 This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- 18.3 Copies of the Agreement shall be duplicated at the expense of the RDEA and the Board within thirty days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- 18.4 The Article Headings herein are descriptive and in no way alter the provisions of this Agreement.

ARTICLE XIX – ELECTRONIC LEARNING

- 19.1 Any electronic, distance or Internet type class would be subject to negotiation prior to implementation.

ARTICLE XX - PRESERVATION OF RECORDS AND DOCUMENTS

- 20.1 The Association and the Board agree that as a method of assuring the preservation of records and documents throughout the course of the negotiations:
- A. Either party at its own option may voluntarily insert in the official record any statement, position, matter, or other document, which at its sole discretion it deems to be relevant and which it deems necessary to preserve as part of the official record.
 - B. The party not seeking to introduce such matter shall have the right to comment thereon to insert its objection thereto, and to have its comment or counter statement duly included as a part of that official record. If a party refrains from inserting a counter statement or objection to the insertion, this shall not mean that the party agrees or accepts the inserted statement. Such counter statements may be inserted in the official volume at any time during negotiations.
 - C. All inserts into the official volume shall be proposed in writing, and the other party shall initial and date such document to evidence receipt of it.
 - D. Duplicate copies of the official volume shall be maintained; each party shall have its own copy.
 - E. The parties acknowledge that either copy of the record may be used by either party for future introduction at any trial, hearing or arbitration session, but the official volume shall not be utilized for purposes of news releases to the press or other news media.

ARTICLE XXI - DURATION OF AGREEMENT

- 21.1 The provisions of this Agreement shall be effective July 1, 2008, and shall continue and remain in full force and effect to and including June 30, 2009.
- 21.2 Except as provided herein, all other provisions of the predecessor agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective president and attested by their respective secretaries on the ___ day of _____ in the year 2008.

RIVER DELL EDUCATION ASSOCIATION

By: Mark Connolly, President

Attested: Brian Clapp, Vice-President

RIVER DELL REGIONAL BOARD OF EDUCATION

By: Vito Acquafredda, President

Attested: Thomas L. Bonfiglio, Secretary

SCHEDULE "A"
RIVER DELL REGIONAL SCHOOLS
SALARY GUIDE FOR COACHES
2008-2009

Figures below indicate percentage of MA+48 1st Step
 \$55,505 for 2008-2009

The steps on the salary guide for schedule A, in each group shall be 1a, 1b, 1c; 2a, 2b, 2c; 3a, 3b, 3c; and 4.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Group 1</u>				
Head Football	9.0	11.4	13.3	15.7
<u>Group II</u>	6.5	7.9	10.3	12.7
Head Basketball				
Head Wrestling				
Head Ice Hockey				
Head Baseball				
Head Softball				
Head Boys' Spring Track				
Head Girls' Spring Track				
Head Swimming				
<u>Group III</u>	6.0	7.4	9.4	11.7
Head Soccer				
Head Volleyball				
Head Lacrosse				
Head Field Hockey				
Head Tennis				
Head Cross Country				
Head Boys' Indoor Track				
Head Girls' Indoor Track				
Head Strength & Conditioning (Summer)				
Head Strength & Conditioning (Fall)				
<u>Group IV</u>				
Assistants from Group I	5.9	7.3	9.3	11.6
<u>Group V</u>	5.8	7.2	9.1	10.7
Assistants from Group II				
<u>Group VI</u>	5.1	6.0	7.8	9.8
Assistants from Group III				
Head Fall Cheerleading				
Head Winter Cheerleading				
<u>Group VII</u>	4.3	5.2	6.6	8.4
Head Golf				
Assistant Golf				
Head Bowling				
Assistant Fall Cheerleading				
Assistant Winter Cheerleading				

Group VIII

4

4.9

6.3

7.8

Head Golf

Assistant Golf

Head Bowling

Assistant Fall Cheerleading

Assistant Winter Cheerleading

Note: In a coach's twelfth calendar year in the system he/she will receive 1/2% extra on the stipend, and every five years another 1/2% will be added. Salary for candidate from within the system: if coached in the district for four years or more in any sport, receive 1 full step credit. Initial salaries for coaches from outside the district will be negotiable. Longevity does not apply to cheerleading positions.

MINIBUS DRIVERS REMUNERATION:

The Following shall be the schedule of fees paid to specially licensed employee drivers of the Board-owned vans:

1. Athletic coaches when driving their own teams, or club/activity advisors driving their own group to and from an athletic or club event spanning any amount of hours \$22.96 (2008-2009) Total.
2. Drivers of small field trip groups during school hours = \$15.77 (2007-2008) Total.
3. All other mini-bus drivers to be paid as follows:

	2008-2009
Trip of up to 3 hours	\$37.32
Trip of 3-6 hours	\$74.65
Trip of 6-9 hours	\$111.96
Trip of 9 hours, but not overnight	\$149.27

SCHEDULE "C"
EXTRA-CURRICULAR SALARIES
Represents a 2.25% increase over the prior year.

Activity	2008-2009 1-3 Years	2008-2009 4th Year & Beyond
12th Grade Advisor	\$ 4,301	\$ 4,729
11th Grade Advisor	\$ 3,081	\$ 3,389
10th Grade Advisor	\$ 2,157	\$ 2,374
9th Grade Advisor	\$ 1,753	\$ 1,927
A.S.E.T.S. (Achieving Sexual Equity Through Students)	\$ 1,009	\$ 1,109
Academic Decathlon (HS) (Each of 2)	\$ 1,797	\$ 1,975
Art Club (HS)	\$ 1,009	\$ 1,109
Art Club (MS)	\$ 1,009	\$ 1,109
Book Club (HS)	\$ 1,009	\$ 1,109
Business Club (HS)	\$ 1,009	\$ 1,109
Cabaret Troupe	\$ 1,009	\$ 1,109
CAD Club	\$ 1,009	\$ 1,109
Caterers/Chef Club (MS)	\$ 1,009	\$ 1,109
Chaperons, per evening	\$ 85	\$ 85
Chess Club (HS)	\$ 1,234	\$ 1,357
Chorus Ensemble (humanities)	\$ 4,035	\$ 4,439
Community Service (MS)	\$ 1,009	\$ 1,109
Computer Animation Club	\$ 1,009	\$ 1,109
Computer Science (HS)	\$ 1,009	\$ 1,109
Crafter Club (MS)	\$ 1,009	\$ 1,109
Creative Writing (HS)	\$ 1,009	\$ 1,109
Dance Club	\$ 1,009	\$ 1,109
Debate Team (HS)	\$ 4,866	\$ 5,353
Dr. River Dell (HS)	\$ 1,009	\$ 1,109
Drama Club (MS)	\$ 1,009	\$ 1,109
Drama Club (Play)	\$ 1,437	\$ 1,580
Environmental Action (HS)	\$ 1,009	\$ 1,109
Environmental Action (MS)	\$ 1,009	\$ 1,109
Express Yourself	\$ 1,009	\$ 1,109
French Honor Society (HS)	\$ 1,693	\$ 1,863
Friends of Pen	\$ 1,009	\$ 1,109
Future Business Leaders (HS)	\$ 1,009	\$ 1,109
Future Teachers (HS)	\$ 1,009	\$ 1,109
G.U.T.S. (Growing Up/Taking a Stand)	\$ 1,009	\$ 1,109
Game Design Club	\$ 1,009	\$ 1,109
Global Connections	\$ 1,009	\$ 1,109
Golf Club (MS)	\$ 1,009	\$ 1,109
GUMDO Club	\$ 1,009	\$ 1,109
Hawks Political Club	\$ 1,009	\$ 1,109
History Club	\$ 1,009	\$ 1,109
Homework Club (MS) (2 each)	\$ 1,009	\$ 1,109
INTERACT	\$ 1,009	\$ 1,109
International Club (HS)	\$ 1,009	\$ 1,109
Intramurals (HS), per hour	\$ 30	
Intramurals (MS), per hour	\$ 30	
Intramurals Instructors, per hour	\$ 30	
Jazz Band Director (HS)	\$ 1,009	\$ 1,109
Jerseymen Club (HS)	\$ 1,009	\$ 1,109
Latin Club (HS)	\$ 1,009	\$ 1,109

Activity	2008-2009 1-3 Years	2008-2009 4th Year & Beyond
Literary Magazine (MS)	\$ 1,009	\$ 1,109
Literary Magazine (Projections) (HS)	\$ 3,243	\$ 3,569
Marching Band/Drill Squads (Percussion Coord)	\$ 1,878	\$ 2,069
Marching Band/Drill Squads (Asst. Director)	\$ 2,545	\$ 2,799
Marching Band/Drill Squads (Director)	\$ 6,856	\$ 7,541
Marching Band/Drill Squads (Woodwind Coord)	\$ 1,438	\$ 1,581
Math Club (MS)	\$ 1,009	\$ 1,109
Math Team (HS)	\$ 2,026	\$ 2,228
Military Science & Reenacting (HS)	\$ 1,009	\$ 1,109
Mock Trial (HS)	\$ 1,009	\$ 1,109
Mu Alpha Theta (Math NHS) (HS)	\$ 1,009	\$ 1,109
Multi-Media/Technology Club (MS)	\$ 1,009	\$ 1,109
National Honor Society (HS)	\$ 1,692	\$ 1,861
National Art Honor Society (NAHS) (HS)	\$ 1,009	\$ 1,109
Newspaper (MS)	\$ 3,052	\$ 3,357
Newspaper (Ridellion) (HS)	\$ 5,074	\$ 5,581
NJ Chemistry Olympic Team	\$ 1,009	\$ 1,109
Peer Leadership (HS)-Advisor (each of 2)	\$ 1,552	\$ 1,706
Peer Leadership (HS)-Teacher Leader (each of 2)	\$ 1,009	\$ 1,109
Photo/Video Club (HS)	\$ 1,009	\$ 1,109
Photographer	\$ 3,081	\$ 3,389
Quiz Bowl (HS)	\$ 1,009	\$ 1,109
REBEL	\$ 1,009	\$ 1,109
S.H.A.R.E. (HS)	\$ 1,009	\$ 1,109
SAP (Student Awareness Program) (HS)	\$ 1,009	\$ 1,109
Science Team (HS)	\$ 1,009	\$ 1,109
Select Choir (MS)	\$ 1,009	\$ 1,109
Ski Club (HS)	\$ 1,009	\$ 1,109
Ski Club (MS)	\$ 1,009	\$ 1,109
Sound and Lights Club	\$ 1,009	\$ 1,109
Spanish National Honor Society (HS)	\$ 1,745	\$ 1,922
Spring Musical-Business Manager	\$ 1,009	\$ 1,109
Spring Musical-Choreographer	\$ 1,255	\$ -
Spring Musical-Costumer	\$ 511	\$ -
Spring Musical-Director	\$ 4,329	\$ 4,763
Spring Musical-Music Director	\$ 2,096	\$ 2,305
Spring Musical-Technical Director	\$ 719	\$ 790
Stage Band	\$ 1,009	\$ 1,109
Strength/Conditional/Health Club (MS)	\$ 1,009	\$ 1,109
Student Activity Coordinator	\$ 3,685	\$ 4,055
Student Government (HS)	\$ 3,381	\$ 3,720
Student Government (MS)	\$ 3,165	\$ 3,477
Teen Freedom Corp	\$ 1,009	\$ 1,109
Teens Against Cancer (HS)	\$ 1,009	\$ 1,109
Tri-M Music Honor Society (HS)	\$ 1,009	\$ 1,109
Video Club (HS)	\$ 1,009	\$ 1,109
Web Club (MS) Computers	\$ 1,009	\$ 1,109
Weight Room (HS) per hour	\$ 30	
Yearbook (HS)	\$ 5,816	\$ 6,396
Yearbook (MS)	\$ 3,050	\$ 3,354
Yearbook Asst Manager (HS)	\$ 1,009	\$ 1,109
Yearbook Business Manager (HS)	\$ 1,009	\$ 1,109

For any new clubs chartered during the year, the advisor shall be paid one annual amount of \$1,009 for 2008-2009.

