

AGREEMENT BETWEEN THE

**RIVER VALE BOARD OF EDUCATION**

AND THE

**RIVER VALE EDUCATION ASSOCIATION**

Including

**THE RIVER VALE ASSOCIATION OF EDUCATIONAL SECRETARIES**

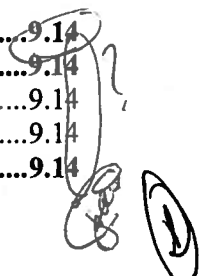
for the Contract Years

7/1/2012 to 6/30/2015

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**PREAMBLE**

This Agreement entered into this 12th day of February in the year 2013 by and between the Board of Education of the Township of River Vale, New Jersey, hereinafter called the Board, and the River Vale Education Association, hereinafter called the Association.

**WITNESSETH**

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, as amended and supplemented, to negotiate with the Association as the representatives of employees hereinafter designated with respect to certain terms and conditions of employment as set forth in this Agreement, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this agreement;

In consideration of the following mutual covenants, it is hereby agreed to as follows:

## ARTICLE 1 - RECOGNITION

### TEACHERS/SECRETARIES

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel for whom a certificate is required, employed by the Board or on leave excluding:

- Superintendent
- Principals
- Assistant Principals
- Substitutes
- Teacher Aides
- Supervisor of Special Services
- Director of Technology
- Director of Pupil Personnel Services and Curriculum
- School Business Administrator
- Board Secretary
- Secretaries excluded as confidential by law
- Director of Buildings and Grounds
- Custodians
- Full Time Supervisor

The Association shall remain the exclusive and sole representative of the above as long as it maintains a majority representation of said certificated personnel.

- B. Any new titles or positions that are created shall be subject to review by both parties to determine inclusion or exclusion in the unit, and if the parties are unable to agree, the matter shall be referred to the Public Employment Relations Commission.
- C. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the negotiation unit as defined, and references to male teachers or employees shall include female employees and vice-versa.

### Secretaries

- A. The River Vale Board of Education recognizes the River Vale Education Association as the exclusive representative of all school secretaries employed by the Board, but excluding all other employees of the River Vale Board of Education, managerial executives, professional, confidential, craft, police employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, as amended, for the purposes of collective negotiations with respect to terms and conditions of employment.
- B. Unless otherwise indicated, the term "secretary" when used hereinafter in the Agreement shall refer to all office employees represented by the Association in the negotiating unit as above defined.

## ARTICLE 2 - GRIEVANCE PROCEDURE

### TEACHERS/SECRETARIES

#### A. DEFINITIONS

The term "grievance" means a complaint about the interpretation, application or alleged violation of this Agreement or policies or administrative decisions affecting the terms and conditions of employment of a teacher or group of teachers, secretary or group of secretaries.

The term "School Day" shall mean a day upon which the teacher's attendance is required.

#### B. PROCEDURE

A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) school days from the time of its occurrence or the time when the grievant became aware of the alleged grievance. Failure to act within such period shall be deemed an abandonment of the grievance.

##### I. *Level One:*

A grievant shall first discuss his/her grievance with his/her immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said discussion.

If the grievant is not satisfied with the result of the discussion, within five (5) school days of the discussion, he/she shall submit his grievance to his/her immediate superior in writing specifying:

- (a) the nature of the grievance;
- (b) the results of the previous discussion, and;
- (c) the nature of the remedy which is being sought by the grievant.

The immediate superior shall render within ten (10) school days of said written grievance a written decision.

##### II. *Level Two:*

If the grievance is not resolved to the grievant's satisfaction within five (5) school days from the written decision referred to on Level One above, the grievant shall submit his/her grievance to the Superintendent of Schools in writing specifying:

- (a) the nature of the grievance;
- (b) the results of the previous discussion;
- (c) the basis of his dissatisfaction with the determination; and
- (d) the nature of the remedy being sought by the grievant.

A copy of the writing called for in the aforementioned paragraph shall be furnished to the school principal, to the immediate superior of the grievant, and to the Association.

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



Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise all parties and their representatives, if there be any, of his determination and reasons therefore.

**III. Level Three:**

In the event of the failure of the Superintendent to act in accordance with the provisions of the two paragraphs above, or, in the event a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by the grievant, the grievant may within ten (10) school days of the determination by himself/herself, appeal to the Board of Education for a private hearing which shall be held within twenty (20) school days of the written request for same.

Where an appeal is taken to the Board, there shall be submitted to the parties and the Board by the appellant:

- (a) the writing set forth in preceding paragraphs,
- (b) a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action, and
- (c) any additional written materials as requested by the Board.

A copy of above said statements shall be furnished to the Superintendent and to the adverse party (ies) who shall have the right to reply thereto.

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

**IV. Level Four:**

In the event the Association is dissatisfied with the determination of the Board, it shall have the right to carry its grievance to arbitration, pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974, as amended and supplemented.

The decision rendered by the arbitrator shall be advisory only, except in regard to the interpretation of this agreement.

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

The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately and jointly request the Public Employment Relations Commission to appoint an arbitrator. In the event the Commission shall be unwilling or unable to appoint an arbitrator, then a request shall be made to the American Arbitration Association to appoint an arbitrator.



In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the Association and the Board. In addition, it is expressly provided that the arbitrator shall have the power to recommend that the cost of the arbitration services be borne by one party, if in his judgment that party unnecessarily created the need for arbitration, or did so for the purposes of delay, or which party's contentions are deemed by him/her to have been unreasonable and a sham.

The parties agree that any dispute regarding the interpretation of this Agreement shall be submitted to binding arbitration.

**C. MISCELLANEOUS**

1. A grievant may be represented by him/her or at his/her option by a representative selected or approved by the Association. The grievant shall be present throughout each level of the grievance procedure. The Association shall have the right to be present by representative at any hearing and to make its views known.
2. A grievant processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by reason of such grievance.
3. Failure at any step of the procedure to communicate the decision of a grievance within the time limits shall permit the grievant 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 an acceptance of the decisions rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree in writing to extend the time periods specified herein.
4. In the event a grievance is filed by any teacher who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, such teacher shall initiate his/her grievance at Level Two.
5. A grievance which by its nature cannot be resolved at levels below that of Superintendent may be initiated by the grievant at Level Two; in such cases the procedure in Level One shall apply. It is understood by both parties to this agreement that the purpose of their expedited filing of grievances is to resolve such grievances at their proper level and is not intended to bypass the normal adjudication of grievances at the lowest administrative level.
6. A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the grievant.
7. Until a grievance is fully resolved to the satisfaction of all parties, all personnel covered under this contract, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the tendency of any grievance, until such grievance is duly determined; however, duties shall not be varied as of the day before the grievance was first filed.





### ARTICLE 3 - COMPLAINT PROCEDURE

#### TEACHERS/SECRETARIES

No complaint regarding a teacher/secretary made by a parent, student or member of the community shall be noted in the personnel file of any teacher/secretary without first (a) notifying the teacher/secretary in writing of the source and contents of the complaint and (b) affording the teacher/secretary a private hearing on such complaint, if the teacher/secretary shall file written demand therefore within ten (10) school days or thirty (30) calendar days of the notice, whichever is less. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said teacher/secretary. In the event the determination is adverse, the teacher/secretary shall have the right to attach a written rebuttal to the complaint. Complaints under this article shall not be subject to the grievance procedure but the failure to follow the procedure set forth herein would be subject to such grievance procedure.

All complaints regarding an Association member made by a parent, student, member of the community, or administrator shall be removed from the personnel file after a period of seven (7) years as long as there has/have been no repeated occurrence(s) of like complaints and said complaint was not used to successfully withhold the Association member's increment.

## ARTICLE 4 - ASSOCIATION RIGHTS AND PRIVILEGES

### TEACHERS/SECRETARIES

1. The Board agrees to make available to the Association, upon written request, such information in the public domain as follows:
  - 1) A list of personnel covered by this Agreement, their salaries, and a summary of their steps on the guide.
  - 2) A line item budget.
2. The Association and its representatives, upon written request to the Superintendent, shall have the right to:
  - 1) Use of school buildings on days when classes are regularly in session and when use of said facilities is not in conflict with regular assignments. The designation of available hours and rooms shall be determined by the Superintendent.
  - 2) Use of equipment with the exception of supplies shall be permitted at reasonable times when school is not otherwise in session.
  - 3) Reasonable use of scheduled interschool mail and mailboxes, facsimile machines, email and the internet is allowed for Association business. Any use by the Association is not considered private and must comply with acceptable use policies of the board.

The rights and privileges of the Association and its representatives as set forth above shall be granted only to the duly recognized unit as the exclusive representative of the teachers/secretaries and not to any other employee organization which does not represent the majority of personnel, subject to PERC rules and regulations.

3. One copy of all changes or additions to the River Vale School Policy Book shall be forwarded to the President and Secretary of the Association within fourteen (14) calendar days of adoption by the Board of Education. A copy of the original section of the River Vale School Policy Book shall be made available upon request. Should any change occur during summer closing, the summer mailing address of the above shall be used.
4. One copy of the Board of Education policy book will be kept in the library for staff access and will be updated as policies are revised and modified.
5. An Association Representative may speak to the teachers/secretaries at the close of a Faculty Meeting at the request of the representative.



## ARTICLE 5 - EMPLOYEE RIGHTS

### TEACHERS/SECRETARIES

- A. All teachers/secretaries shall be protected by, and shall enjoy all benefits provided by Chapter 123, Public Laws 1974.
- B. The Board shall not discriminate against any teacher/secretary with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in the normal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under the negotiated Agreement or otherwise with respect to any terms or conditions of employment, so long as these activities do not interfere with the employee's regular assignments.
- C. Whenever any teacher/secretary is required to appear before the Board or any committee or member thereof concerning any disciplinary matter or any salary increments pertaining thereto, then he shall be given written notice of the reasons for such meeting or interview not less than five (5) business days prior to said appearance and shall be entitled to have a representative of his choosing present to advise him/her and represent him/her during such meeting or interview.
- D. Any criticism by a supervisor, administrator, or Board Member, of a teacher/secretary should be made in confidence and not in the presence of students, parents or other public gatherings. The Board should protect and support school personnel in the proper performance of their duties.
- E. One secretary per month will be excused from work for one hour without penalty in order to attend an Association meeting.
- F. Language will be added to teacher's PDP's that will allow district in-service hours to count towards professional development requirements.
- G. The board agrees that secretaries will be allowed to sponsor club activities if the secretary is qualified and the activity does not interfere with the secretary's workday.



## ARTICLE 6 - EMPLOYMENT

### TEACHERS

#### **A. Placement on the Guide:**

1. Each teacher may be placed on the proper step of the salary schedule as of the beginning of the school year in accordance with paragraph 2 below.
2. Credit up to the eleventh (11) step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school and a maximum of four (4) years credit for military service upon initial employment in accordance with Provisions of Schedule A.
3. All part-time teaching staff members employed by the Board shall be paid pursuant to the fulltime teacher's salary guide on a full-time equivalency basis, subject to the laws regarding tenure. "Full-time equivalency" is defined as the time in hours a part-time teacher works, running from the time that teacher is required to begin school until the time that teacher is permitted to leave at the conclusion of his/her workday times the number of days worked weekly, in relation to a full-time teacher who currently works 34 hours and 10 minutes per week in the Middle School. Part-time teachers shall receive all benefits for which they are eligible. All benefits granted under Article 8 shall be prorated for part time teachers.
4. The Board shall give a copy of the Agreement to a new teacher within a maximum of forty-eight (48) hours after signing the employment contract.

#### **B. Contract Notice**

All teachers, including those returning from leave, shall be informed in writing of their contract, tentative assignment and salary status no later than May 15<sup>th</sup> of the school year, or any other date which may be fixed by law. Notice of non-renewal of non-tenured teaching staff members shall be given no later than May 15<sup>th</sup> of the school year.

#### **C. Lunch**

Teachers shall have a daily duty-free lunch period of at least the same duration as the student lunch.

#### **D. Working Conditions:**

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Teachers shall immediately report to the principal any working conditions deemed physically unsafe or hazardous.

#### **E. Transporting Students**

Teachers shall not be required to transport students.

#### **F. Travel Limitation**

Teachers whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.

**G. Non-renewal**

Any non-tenured teacher who receives a notice of the non-renewal of his/her contract may within fifteen (15) days thereafter in writing, request a statement of reasons for such non-renewal from the Superintendent. The Superintendent shall give the teacher a statement of reasons, in writing within thirty (30) days after his receipt of such request.

**H. Substitutes**

It shall be the intent of both parties that a classroom teacher should not be used as a substitute. The Board will attempt to provide substitutes for absent employees whenever possible, in accordance with past practice. In the event a qualified substitute cannot be found a staff member may be used as a substitute.

Should this cover occur during the staff member's preparation period, he/she shall be compensated at the rate shown in Section "D" of Schedule "B".

**I. Preparation**

1. Beginning September 1, 2013, a minimum of 40 consecutive minutes of planning time per day for elementary teachers will be guaranteed, and the length of the school day for students will increase by 5 minutes. This increase for students will occur within the current length of the day for staff.
2. All part time teachers will receive prep time that is proportional to their scheduled work day.

**J. Holdrum**

In Holdrum's eight period school day, each teacher will teach five classes, have one personal preparation period, have one lunch period and one assigned team or duty period as follows:

Core team teachers in grades 6, 7 and 8 will be assigned three team-meeting periods per week and two assigned duty periods.

Encore team teachers – music, physical education, etc. – will be assigned two team-meeting periods a week and three assigned duty periods.

These specific assigned duty periods would consist of hall duty and in school suspension supervision.

The principals may change a duty period to a team meeting period upon his/her evaluation and assessment of a situation.

**K. Posting Vacancies**

The Board agrees to post notice in each school of the availability of any certificated position and to provide teachers with an opportunity to apply for such vacancies where feasible or expedient. Should any vacancy occur during the summer closing, the Superintendent shall notify the designated person (s) of the Association.

The Board reserves the right to advertise a position at the same time as posting of said notice of vacancy; furthermore, should the need occur to fill a vacancy before posting, the Board may appoint a full time substitute.

**L. Instructional Time Holdrum**

Note from the prior Contract: Instructional time at the Holdrum School was increased by nine minutes a day within the 34 hour and 10 minute work week. The hours will change from 33.75 to read 34 hours and 10 minutes in year two (2) at the middle school only. Pupil instructional time will increase in year two (2) at the middle school only, by no more than 16 minutes within that 34 hours and 10 minutes.

The instructional minutes per week in the middle school will increase by two minutes per period to a maximum of 1175 minutes per week effective 7/1/2013.

Elementary instructional time increased by 10 minutes per day in the 2001-2002 school year and will remain at that level. The board will not make its decision to the scheduling of the time until after it has received a recommendation from the Association regarding the placement of that time. The board must receive this recommendation by November 1, 2000. This time will be added within the teacher's existing workday.

**M. Additional In-Service Day – New Teachers:**

Beginning July 1, 2013, non-tenured staff hired after 7/1/2012 may be required to annually attend two in-service days on or about the week before school starts for students.

**N. Working during Extended School Vacations:**

1. Any certified personnel requested by the administration to work during an extended school vacation shall receive 1/200 of their salary for each day worked for ten month employees and 1/240 of their salary for each day worked for 12 month employees.
2. Summer curriculum writing: Teachers asked to write or revise curriculum during the summer will be paid at the summer hourly rate of \$45.00 for teachers.

**SECRETARIES**

- A. Each secretary may be placed on the proper step of the salary schedule as of July 1<sup>st</sup> to June 30<sup>th</sup>.
- B. All secretaries, including those returning from leave, shall be informed in writing, of their contract, tentative assignment, and salary status no later than May 15th of the school year, or any other date which may be fixed by law.
- C. Full time secretaries shall have a daily one-hour duty-free lunch period.
- D. Part Time Secretaries: Secretaries working between 3 and 5 hours per day shall be provided an unpaid 15 minute break. (example: a secretary scheduled for four hours per day, beginning at 8:00 AM, shall receive a 15 minute unpaid break which would cause the end of their day to be 12:15 PM)
- E. Secretaries shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Secretaries shall immediately report to the principal any working conditions deemed physically unsafe or hazardous.
- F. Secretaries shall not be required to transport students.
- G. Secretaries whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.



- H. Any non-tenured secretary who receives a notice of the non-renewal of his/her contract may seek a statement of reasons for such non-renewal and an informal appearance before the Board of Education pursuant to N.J.S.A. 18A: 27-4.1.
- I. Secretaries shall not be required to take home any job-related work or activities after the regular working day unless compensated.
- J. All employees will be given basic assignment by the Superintendent of Schools under a supervisor. An employee may, however, be scheduled for other assignment at the discretion of the Superintendent of Schools. Such assignments shall be made and notification to each employee be made no later than June 30th of the school year.
- K. The Board agrees to post notices in each school of the availability of any position and to provide an opportunity to apply for such vacancies. In filling such positions, the Board of Education will take into consideration the employee's abilities, conscientiousness and length of service.
- L. Working hours for all full time employees covered by this Agreement shall be a seven (7) hour day exclusive of a one hour lunch, hours to be determined by the Superintendent as needed for the efficient operation of the schools within this district, but not to commence before 7:30 A.M. or terminate after 5:00 P.M.  
  
In the event of an emergency these hours can be discussed among the Superintendent, Principals and secretaries involved and made more flexible on a temporary basis.
- M. The regular workweek shall consist of 35 hours. Employees hired prior to July 1, 2012 shall not be scheduled to work less than four (4) hours per day. The four (4) hour minimum day does not apply to employees hired on or after July 1, 2012.
- N. Overtime may be requested by the employee's immediate supervisor and must have the approval of the Superintendent of Schools.
- O. Time worked beyond 35 hours and up to and including the 40th hour in any week shall be compensated at a regular hourly rate based on a 35-hour week. All working hours over 40 hours in any week shall be paid at the rate of one and one half-times per hourly rate.
- P. Part time employees working beyond their regular day up to 40 hours in any week shall be compensated at their regular hourly rate. Should the employee work beyond 40 hours per week, he/she shall be compensated at the rate of time and one half in a similar manner as a full time employee.
- Q. The Administration reserves the right to request a secretary to work during an extended school vacation when the workload warrants such time. This time shall be remunerated at the daily rate of 1/240th for twelve-month employees or 1/200th for ten-month employees.
- R. On a one session early dismissal day, a full time secretary shall not be scheduled by the administration to work more than seven hours inclusive of a one hour lunch break. If the one hour lunch break is not scheduled, they shall work six consecutive hours. The hours worked are the same in each instance. This section applies only to the day before Thanksgiving and the last day of school before the winter recess.

- S. The Board shall fully cover the cost of any required additional certification, application, and/or renewal including but not limited to Notary Public.



## ARTICLE 7 - EMPLOYEE CALENDAR

### TEACHERS

- A. The Association shall have the right to submit its recommendation for a school calendar for the following school year within the time specified by the Superintendent of Schools, who will then provide the opportunity for discussion with representatives of the Association. Such recommendations will be considered by the Board along with those submitted by the administration of the School District. The final determination and adoption of a school calendar shall rest solely with the Board of Education. (NJSA 18A: 36-2)
- B. Dates for the following events shall be finalized by the administration after input from the Association. The Administration shall distribute a calendar of events to all staff members prior to the last day of school:
- a. Back to School nights
  - b. Conferences
  - c. End of marking periods
  - d. Issuance of report cards
  - e. Standardized achievement tests
  - f. Kindergarten round-up
  - g. Issuance of progress reports
- C. The school calendar shall include:
1. Two (2) days for faculty preparation and in-service prior to the start of the school year for students. At least one of these days will be devoted solely to physical classroom preparation for teachers.
  2. Two additional in-service days will be held during the school year. These additional days of in-service will not occur before, during or after a major holiday such as winter break.
  3. The 2012-13 calendar will not exceed 180 days for students and 184 days for staff. Beginning July 1, 2013 the calendar will not exceed 181 days for students and 185 days for staff.
  4. An early closing, in accordance with definition found in NJAC6: 20-13 shall be granted on the day before Thanksgiving Day; and December 23rd should school be scheduled for that day.
  5. Evening and Parent conferences:  
Beginning in the 2012-13 school year, teachers will be required to attend one (1) Back to School Night and two (2) evening parent conferences per year.
    - a. All staff will be required to be present for scheduled Back to School nights and parent conferences.
    - b. In the event that a staff member is unable to attend due to an emergency or has received permission in advance not to attend, the teacher will be responsible to meet with those affected parents. This meeting will be planned between the teacher and his/her building principal.

6. The Superintendent of Schools will set the in-service dates prior to the commencement of a new school year. The Superintendent shall receive input from the RVEA on the content of the curriculum development, information workshops and other professional sessions.

D. District In-Service for Teachers:

1. The majority of district in-service programs will be designed in such a way as to count towards the 100 hours of professional development required by the state.
2. The hours for certified staff on professional development days will be from 8:30 a.m. to 3:30 p.m. with at least one hour for lunch.

**SECRETARIES**

- A. All employees covered under this Agreement shall be required to work from July 1<sup>st</sup> to June 30<sup>th</sup> with the following exceptions: July 4, Labor Day, and those school holidays as granted the teaching staff as per the School Calendar.
- B. Those employed in positions covered by this Agreement will be granted vacations in accordance with the following schedule:

Less than one year	No vacation in first six months. After 6 months allow one day vacation for each full month of service for months 6 through 12.
1 through 4 years	2 weeks
after 4 years	3 weeks
after 10 years	4 weeks

With the approval of the building principal, a secretary may carry over five (5) vacation days from the previous school year to be used no later than August 31<sup>st</sup> of the ensuing school year.

- C. All secretaries shall give thirty (30) days' notice upon leaving the district. Upon dismissal, the Board of Education will give thirty (30) days' notice to secretaries.
- D. District In-service for Secretaries: The equivalent of two days of in-service will be provided secretaries annually.

## ARTICLE 8 - LEAVES OF ABSENCE

### TEACHERS

#### A. SICK LEAVE

1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. In the case of extended illness on the part of a tenured teacher, sick leave may be extended in accordance with Title 18A: 30-6.
3. Teachers shall be notified in writing of their accumulated sick leave during September of each year.
4. Absences arising out of or from work connected assault or injury shall be governed by the provisions of Title 18A: 30-2.1 and 66-32.1 et. seq.

#### B. TEMPORARY LEAVES OF ABSENCE

1. Teachers shall be entitled to the following temporary leaves of absence which shall be non-accumulative unless otherwise specified each school year:
  - a. Four (4) days leave of absence for personal, discretionary, legal, business, religious, professional, household or family matters which require absence during school hours will be granted at the start of each contract year. Written application for the use of this personal leave shall be made to the teacher's principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergencies).

- b. Any unused personal leave provided for in (B:1-a.) above shall be accumulated in succeeding years to a maximum of six (6) days.

These personal days may not be used for more than a two (2) day block of time; nor as part of a vacation period; nor before and/or after a holiday; nor as part of a long weekend, except in the event of an unexpected emergency or important family event including but not limited to graduations and weddings.

Teachers shall be notified in writing of their accumulated personal leave days for the above-stated purposes no later than September of each year.

- c. Up to two unused personal leave days each year shall be rolled into an employee's individual accumulated sick bank annually along with his/her regular unused sick days if the number of personal days which remains unused at the end of the year surpasses the maximum that is allowed to be carried forward in section (b) above.
  - d. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, or parent; son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, domestic partner and/or civil union partner and any member of the immediate household. Documentation of the death may be required. No reasonable request for up to two (2) more days will be denied if there are extraordinary circumstances.

The bereavement days may not exceed a total of ten (10) days per annum.

- e. Up to three (3) days at any one time for the serious illness of teacher's spouse, child, or parent or any member of the household herein. Serious illness is intended to mean an illness, impairment, or physical or mental condition which requires:
- Treatment or inpatient care at a hospital,
  - Inpatient care in a hospice or residential care facility,
  - Continuing medical treatment or continuing supervision by a health care provider, or
  - Any medical procedure for which the administration of general anesthesia is recommended or required.

Ordinarily, unless complications arise, serious illness does not include sickness such as the common cold, upset stomach, headaches other than debilitating migraine, or routine dental or orthodontic problems.

Documentation of the illness such as a doctor's note will be required. No reasonable request for up to two (2) more days will be denied if there are extraordinary circumstances. The above may not exceed a total of six (6) days.

- f. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, except for negotiations, and not if the teacher initiates the action.
- g. Time necessary for any person called into temporary active duty in any unit of the U. S. Reserves, or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid only the difference between his regular pay and any pay that he received from the State or Federal government for a period not to exceed two (2) weeks. A writing furnished by the teacher's Commanding Officer shall be adequate to prove the teacher's inability to fulfill the obligation when school is not in session.
- h. Requests for other leaves of absence or extension of leave as set forth in subsections (a) through (e) above must be submitted in writing for approval by the Superintendent.
- i. In the event an employee absents him/herself one or more days prior to or following a multi-day holiday he may be required to show cause. Failure to show cause will result in a deduction from salary of 1/200th per day.
- j. Any staff person not using any sick or family leave during the contractual year will receive a bonus of \$150.00.
2. Leaves taken or granted pursuant to Section B-I shall be in addition to any sick leave to which the teacher is entitled.

### C. PROFESSIONAL LEAVE

1. Teachers may be granted professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Superintendent of Schools.



2. Application to the teacher's principal or other immediate superior for professional leave shall be made as early as possible but at least two (2) days before the date of taking such leave.
3. Written report shall be presented to the Superintendent of Schools within fourteen (14) school days following the day or final days of a series of meetings.

#### **D. EXTENDED LEAVE**

1. All reinstatements, extensions or renewals of leave shall be applied for in writing by April 1<sup>st</sup> prior to expiration of such leave. By March 15<sup>th</sup> the Superintendent will notify by means of Certified Return Receipt Mail, employees who have not applied for reinstatement, extension or renewal of leave.
2. The employment of any employee who fails to apply within the specified period of time may be terminated by the Board. The Board is not required to notify the employee or take formal action.
3. A leave of absence without pay of up to two (2) years shall be granted to a tenured teacher who serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright scholarship.
4. A tenured teacher shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.
5. Military leave without pay shall be granted to a tenured teacher who is inducted or enlists in any branch of the Armed Forces of the United States of America for the period of said induction or initial enlistment. A tenured teacher whose spouse enlists or is inducted and wishes to join the spouse may be granted a leave of absence without pay not to exceed a period of two years.
6. A leave of absence without pay of up to one (1) year shall be granted a tenured teacher for caring for the sick members of a teacher's immediate family.
7. Requests for other leaves of absence without pay must be submitted in writing and may be granted by the Board.
8. a. Upon return from leave granted under provisions of Section D. 3, 4, 5 and 7, if granted for professional purposes, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted for any other reason set forth in this section.  
  
b. All the benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, unused personal days, and credits toward sabbatical eligibility shall be restored to him/her upon return.

#### **E. SABBATICAL LEAVE**

1. Upon submission to and approval by the Superintendent of Schools of a proposal for a study program, a sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization or for other reasons of value to the school system.



2. Sabbatical leave may be granted to one member of the professional staff per academic year subject to the following conditions:
  - a. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than thirty (30) days before issuance of contract, and action must be taken on all such requests no later than April 1<sup>st</sup> of the academic year preceding the academic year for which the sabbatical leave is requested.
  - b. The teacher has completed at least seven (7) full school years in the River Vale School District.
  - c. A teacher on sabbatical leave shall be paid by the Board at one hundred percent (100%) for one-half (1/2) year or fifty percent (50%) for one (1) year of the salary rate and in the manner in which he/she would have received payment if he/she had remained on active duty.
  - d. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she personally remained actively employed in the system during the period of his/her absence.
  - e. A teacher who is granted sabbatical leave shall upon completion of said leave agree to return to the River Vale School District for not less than two (2) years. Failure to complete the two (2) years' service shall require the teacher to return the sabbatical leave salary granted, unless excused by the Board, or under extenuating circumstances of illness or death.

#### **F. ANTICIPATED DISABILITY LEAVE**

##### **1. Preliminary Provisions**

- a. Any teacher who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
- b. Any teacher anticipating a leave under the provisions of the Anticipated Disability leave shall notify the Superintendent of Schools through his/her immediate superior as early as the teacher is able. Any teacher anticipating a disability leave arising out of a pregnancy shall provide such notification at least sixty (60) days prior to the anticipated date of the birth except in cases of emergency.

##### **2. Request for Leave Based on Claim of Anticipated Disability**

- a. Any teacher who desires to continue or not continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher produces a statement of his/her physician, at the written request of the Board, stating that said teacher is physically capable or incapable of continuing to perform his/her duties, and further stating up to what date, in the opinion of said physician, the teacher is capable or incapable of performing said duties.
- b. In no event shall the Board be obligated to permit a teacher anticipating a state of disability to continue on the performance of his/her duties when the disability interferes with his/her performance. The Board may then require a second medical opinion by a physician of its choice to determine whether said teacher is able to continue in the

- performance of his/her duties. Should a third opinion become necessary, both parties shall attempt to agree on a mutually acceptable physician.
- c. All policies, practices, rules and regulations applicable to teachers who are granted sick leave pursuant to the provisions of NJSA 18A: 30-1-7 and of this agreement shall be applicable to all teachers applying for leave under paragraph 2 of this section. Such teachers shall receive no lesser consideration than any other teachers nor shall they receive any greater considerations.
  - d. The teacher requesting a leave under the provisions of Section F.2 of this Article shall specify in writing the anticipated date on which he/she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.
  - e. The Board shall have the right to require any teacher who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.
  - f. Whenever, in the opinion of the Board, the dates for the resumption of professional duties would substantially interfere with the operation of the school, the Board shall assign the returning teacher to other professional duties. Such assignment shall be at the discretion of the Superintendent. These duties shall start upon the date the teacher returns from the disability leave and will continue until a marking period ends or a vacation break occurs. The teacher's full salary shall resume on the date he/she returns.
  - g. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time as provided in (f). All extensions of such leaves shall be subject to the provisions of N.J.S.A. 18A: 30-1 ET. Seq. and specifically N.J.S.A. 18A: 30-6 and 18A: 30-7.
  - h. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

#### **G. CHILD REARING LEAVE**

1. Any tenured teacher shall be entitled to leave without pay for child rearing purposes.
2. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.
3. In the case of a female teacher, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.
4. Child rearing leave may be granted for a period:
  - a. that shall commence immediately following
    - (1) an adoption placement or

(2) a disability leave arising out of a pregnancy, and

- b. that shall cease on or before the end of the school year in which the placement or birth occurred.

Application for this child rearing leave shall be filed at least thirty (30) days before the date upon which the leave is to begin. Exceptions to this time period may be granted at the discretion of the Superintendent of Schools.

5. In addition to child rearing leave provision in paragraph four above, child rearing leave shall also be granted for a period beginning on the first day of a school year and ending on the last day of the same school year. Applications for this “year” of child rearing leave shall be filed before April 1 immediately preceding the September in which the leave is to commence. When a “year” of child rearing leave is requested in connection with a birth occurring after March 1, the teacher shall have until the immediately following June 30 to request the leave for the immediate following school year. Under this section, only one “year” of child rearing leave shall be granted per child.
6. Where a child rearing leave is requested, the teacher requesting such leave must return to active duty prior to May 15<sup>th</sup>, providing such a restriction does not interfere with rights protected under both the federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). If returning to work prior to the 15<sup>th</sup> of May is not possible, the teacher’s return date will be the first contractual day of the following school year.
7. When a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.
8. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
9. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the operation of the school.

#### H. SICK LEAVE INCENTIVE

1. A teacher who has taught in the River Vale School District for at least 18 years and who retires under the provisions of the T.P.A.F. shall be eligible for payment of unused accumulated sick leave.
2. To assist the Board of Education in funding the sick leave incentive provision, a survey shall be made of eligible employees who intend to retire during the subsequent school year.
3. Notice of intent to retire must be given to the Board of Education by January 1st. Failure to give such notice will result in deferment of payment under this benefit to the beginning of the subsequent fiscal year. The Board however, may waive this requirement.
4. The retirees may elect to receive payment under this provision;



- a. June 30 of the retirement year; or,
  - b. January 1 of the subsequent calendar year, or at another mutually agreed upon time.
5. Reimbursement under this provision shall be for the duration of this agreement:
- a. \$89.00 per day if attendance of total staff (illness absentees) is 95% or higher;
  - b. \$84.00 per day if attendance is 90% to 94%;
  - c. \$79.00 per day if attendance is below 90%

Any extended illness of 15 days or more shall not be included in the percentage of attendance. Should a reoccurrence of this same illness take place, these days shall not be included.

The Number of Sick Days that an employee may be compensated for when they retire will be capped at 125 days for employees hired after 7/1/2001. All other employees will remain paid for an unlimited number of days.

6. If a teacher should die during the duration of this contract, the estate shall receive the money computed on the basis as stated above in Article VIII H.5 and all requirements shall be waived.
7. A "Riffed" employee who has the years of eligibility for the sick leave incentive will receive the incentive upon termination. If the employee is rehired, only the new days earned will be eligible for an additional payment in the future.

**SECRETARIES**

**A. SICK LEAVE**

1. All secretaries employed shall be entitled to twelve (12) sick days each school year as of the first of July. Unused sick days shall be accumulated from year to year with no maximum limit as of the first of July.
2. Part time personnel shall be allotted twelve (12) partial sick leave days per school year in accordance with "1" above.
3. In the case of extended illness on the part of a tenured secretary, sick leave shall be extended in accordance with Title 18A: 30-6.
4. Secretaries shall be notified in writing of their accumulated sick leave days during September of each year.
5. Absences arising out of, or from work connected assault or injury shall be governed by the provisions of Title 18A: 30-2.1 and 66-32.1 et. seq.

**B. TEMPORARY LEAVES OF ABSENCE**

1. Secretaries shall be entitled to the following temporary leaves of absence which shall be non-accumulative unless otherwise specified each contractual year:
  - a. Four (4) days leave of absence for personal, discretionary, legal, business, religious, professional, household or family matters which require absence during contractual hours will be granted at the start of each contract year. Written application for the use of this personal leave shall be made to the secretary's principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergencies).
  - b. Any unused personal leave provided for in (B: 1-a.) above shall be accumulated in succeeding years to a maximum of six (6) days.

These personal days may not be used for more than a two (2) day block of time; nor as part of a vacation period; nor before and/or after a holiday; nor as part of a long weekend, except in the event of an unexpected emergency or important family event including but not limited to graduations and weddings.

Secretaries shall be notified in writing of their accumulated personal leave days for the above-stated purposes no later than September of each year.

- c. Up to two unused personal leave days each year shall be rolled into an employee's individual accumulated sick bank annually along with his/her regular unused sick days if the number of personal days which remains unused at the end of the year surpasses the maximum that is allowed to be carried forward in section (b) above.
- d. Up to five (5) days at any one time in the event of death of a secretary's spouse, child, or parent; son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, domestic

partner and/or civil union partner and any member of the immediate household. No reasonable request for up to two (2) more days will be denied if there are extraordinary circumstances.

The bereavement days may not exceed a total of ten (10) days per annum.

- e. Up to three (3) days at any one time for the serious illness of secretary's spouse, child, or parent or any member of the household herein. Serious illness is intended to mean an illness, impairment, or physical or mental condition which requires:
- Treatment or inpatient care at a hospital,
  - Inpatient care in a hospice or residential care facility,
  - Continuing medical treatment or continuing supervision by a health care provider, or
  - Any medical procedure for which the administration of general anesthesia is recommended or required.

Ordinarily, unless complications arise, serious illness does not include sickness such as the common cold, upset stomach, headaches other than debilitating migraine, or routine dental or orthodontic problems.

Documentation of the illness such as a doctor's note will be required. No reasonable request for up to two (2) more days will be denied if there are extraordinary circumstances. The above may not exceed a total of six (6) days.

- f. Time necessary for appearances in any legal proceeding connected with the secretary's employment or with the school system, except for negotiations, and not if the secretary initiates the action.
- g. Time necessary for any person called into temporary active duty in any unit of the U. S. Reserves, or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. A secretary shall be paid only the difference between his/her regular pay and any pay that he received from the State or Federal government for a period not to exceed two (2) weeks. A writing furnished by the secretary's Commanding Officer shall be adequate to prove the secretary's inability to fulfill the obligation when school is not in session.
- h. Requests for other leaves of absence or extension of leave as set forth in subsections (a) through (e) above must be submitted in writing for approval by the Superintendent.
- i. In the event an employee absents himself/herself one or more days prior to or following a multi-day holiday he/she may be required to show cause. Failure to show cause will result in a deduction from salary of 1/240th per day.
- j. Any staff person not using any sick or family leave during the contractual year will receive a bonus of \$150.00.
2. Leaves taken or granted pursuant to Section B-I shall be in addition to any sick leave to which the secretary is entitled.

**C. PROFESSIONAL LEAVE**

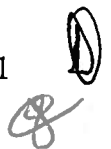
1. Secretaries may be granted professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Superintendent of Schools.
2. Application to the Secretary's principal or other immediate superior for professional leave shall be made as early as possible, but at least two (2) days before the date of taking such leave.
3. Written report shall be presented to the Superintendent within fourteen (14) school days following the day or final day of a series of meetings.

**D. EXTENDED LEAVE**

1. All reinstatements, extensions or renewals of leaves shall be applied for in writing by April 1st prior to expiration of such leave.
2. The employment of any employee who fails to apply within the specified period of time shall be automatically terminated by the Board.
3. Military leave without pay shall be granted to a tenured secretary who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. A tenured secretary whose spouse enlists or is inducted and wishes to join the spouse may be granted a leave without pay not to exceed a period of two years.
4. A leave of absence without pay of up to one (1) year shall be granted a tenured secretary for caring for sick members of a secretary's immediate family.
5. Requests for other leaves of absence without pay must be submitted in writing and may be granted by the Board. No Board decision under this Section will be submitted to binding arbitration.
6.
  - a. Upon return from leave granted under provisions of Section D. 3 and 4 of this Article, a secretary shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A secretary shall not receive increment credit for time spent on a leave granted for any other reason set forth in this Section.
  - b. All benefits to which a secretary was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and unused personal days shall be restored to him/her upon return.

**E. ANTICIPATED DISABILITY LEAVE**

1. Preliminary Provisions
  - a. Any secretary who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
  - b. Any secretary anticipating a leave under the provisions of Anticipated Disability Leave shall notify the Superintendent of Schools through his/her immediate superior as early as the secretary is able. Any secretary anticipating a disability leave arising out of a pregnancy shall provide such notification at least sixty (60) days prior to the anticipated date of the birth except in cases of emergency.
2. Request for Disability Leave Based on Claim of Anticipated Disability
  - a. Any secretary who desires to continue or not continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said secretary produces a statement of his/her physician, at the written request of the Board, stating that said secretary is physically capable or incapable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the secretary is capable or incapable of performing said duties.
  - b. In no event shall the Board be obligated to permit a secretary anticipating a state of disability to continue in the performance of his/her duties when the disability interferes with his/her performance. The Board may then require a second medical opinion by a physician of its choice to determine whether said secretary is able to continue in the performance of his/her duties. Should a third opinion become necessary, both parties shall attempt to agree on a mutually acceptable physician.
  - c. All policies, practices, rules and regulations applicable to secretaries who are granted sick leave pursuant to the provisions of N.J.S.A. 18A: 30-1 - 7 and of this Agreement shall be applicable to all secretaries applying for leave under paragraph 2 of this section. Such secretaries shall receive no lesser consideration than any other secretaries nor shall they receive any greater consideration.
  - d. Any secretary requesting a leave under the provision of Section E. 2 of the Article shall specify in writing the anticipated date on which she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.
  - e. The Board shall have the right to require any secretary who has been on disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.



- f. Whenever, in the opinion of the Board, the dates for the resumption of professional duties would substantially interfere with the operation of the school, the Board shall assign the returning secretary to other professional duties. Such assignment shall be at the discretion of the Superintendent. These duties shall start upon the date the secretary returns from the disability leave and will continue until a vacation break occurs. The secretary's full salary shall resume on the date she returns.
- g. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the secretary to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time as provided in (f). All extensions of such leaves shall be subject to the provisions of N.J.S.A. 18A: 30-1 et. seq. and specifically N.J.S.A. 18A: 30-6 and 18A:30-7.
- h. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured secretary beyond the end of the contract school year in which the leave is obtained.

**F. CHILD REARING LEAVE**

- 1. Any tenured secretary shall be entitled to leave without pay for child rearing purposes.
- 2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
- 3. In the case of a female secretary, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.
- 4. Child rearing leave shall be granted for a period
  - a. that shall commence immediately following
    - (1) an adoption placement or
    - (2) a disability leave arising out of a pregnancy, and
  - b. that shall cease on or before the end of the school year in which the birth occurred.

Applications for this child rearing leave shall be filed at least thirty (30) days before the date upon which the leave is to begin. Exceptions to this time period may be granted at the discretion of the Superintendent of Schools.

- 5. In addition to the child rearing leave provision in paragraph four above, child rearing leave shall also be granted for a period beginning on the first day of a school year and ending on the last day of the same school year. Applications for this "year" of child rearing leave shall be filed before April 1<sup>st</sup> immediately preceding the July in which the leave is to commence. When a "year" of child rearing leave is requested in connection with a birth occurring after March 1, the secretary shall have until the immediately following June 30 to request the leave for the immediately following school year. Only one "year" of leave under this section of child rearing leave shall be granted per child.



6. Where a child rearing leave is requested, the secretary requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
7. Where a secretary who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such secretary may be assigned to any secretarial/clerical position decided upon by the Superintendent.
8. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any non-tenured secretary beyond the end of the contract school year in which the leave is obtained.
9. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leave will not substantially interfere with the operation of the school.

**G. SICK LEAVE INCENTIVE**

1. A secretary who has been in the River Vale School District for at least 14 years and who retires under the Provisions of the P.E.R.S. shall be eligible for payment of unused accumulated sick leave.
2. To assist the Board of Education in funding the sick leave incentive provision, a survey shall be made of eligible employees who intend to retire during the subsequent school year.
3. Notice of intent to retire must be given to the Board of Education by January 1st. Failure to give such notice will result in deferment of payment under this benefit to the beginning of the subsequent fiscal year. The Board however, may waive this requirement.
4. The retiree may elect to receive payment under provision;
  - a. June 30th of the retirement year; or
  - b. January 1st of the subsequent calendar year or at another mutually agreed upon time.
5. Reimbursement under this provision shall be:  
2012-2015
  - a: \$60.00 per day if attendance of total staff (illness absentees) is 95% or higher;
  - b: \$57.50 per day if attendance of total staff (illness absentees) is 90% to 94%;
  - c: \$55.00 per day if attendance of total staff (illness absentees) is under 90%.

Any extended illness of 15 days or more shall not be included in the percentage of attendance. Should a reoccurrence of this same illness take place, these days shall not be included.

6. If a secretary should die during the duration of this contract, the estate shall receive the money computed on the basis stated above in Article VIII, H.5.
7. A "Riffed" employee who has the years of eligibility for the sick leave incentive will receive the incentive upon termination. If the employee is rehired, only the new days earned will be eligible for an additional payment in the future.



## ARTICLE 9 - ADMINISTRATION LIAISON

### TEACHERS

#### A. BUILDING LEVEL LIAISON

1. Organization: The Association shall select a Liaison Committee of Association Representatives for each school building, who shall meet with the principal at least once a month during the school year unless it is mutually agreed that a meeting is unnecessary.
2. Areas for Liaison Committee Consideration: Areas for consideration by the committee shall include but not be limited to school building level advisory decision regarding:
  - a. Administration of this agreement
  - b. Revisions and development of Building Regulations and Practices

#### B. DISTRICT LEVEL LIAISON

The Association President and four (4) members of the Association, one of which shall be a secretary, shall meet with the Superintendent and the three Principals at least once a month during the school year, unless it is mutually agreed that a meeting is unnecessary, to review and discuss current school problems and practices, and the Administration of this agreement with the explicit understanding that such meetings are strictly advisory in nature, except for the administration of this agreement, which is a binding contract on both parties.

### SECRETARIES

The Association's representative shall have the opportunity to meet with the Superintendent during the school year at a time mutually agreed upon, to review and discuss current school problems and practices and the administration of this Agreement with the explicit understanding that such meetings are strictly advisory in nature except for the administration of this Agreement, which is a binding contract on both parties.



## ARTICLE 10 - SALARIES

### I. TEACHERS' SALARIES

1. The salaries of all teachers covered by this Agreement are set forth in Schedules A-1, A-2 and A-3 and this Article.
2. The Board agrees to establish a longevity pay plan based on the number of years' experience within the River Vale School District as follows:

14th to 17th year	\$1,000
18th to 20th year	\$1,300
21st to 24th year	\$1,700
25th to 29th year	\$1,950
30th year and over	\$2,100

To qualify for longevity pay, length of service must be continuous in the River Vale School District.

An employee will retain his/her length of service for longevity during an approved leave of absence but the period of such absence shall not be counted in determining his/her years of experience within the school district.

An employee who leaves and subsequently returns to employment in the District will, upon completing a period of time equal to the time spent away from District employment, have his/her previous length of service restored. Example: An employee with 10 years of service leaves for two years - upon completing two years of service upon return to the District, the employee will have 10 years of service.

### *Home Instructors*

3. Home Instructors will be compensated according to the rates shown in Group "D" of Schedule "B". Home Instruction will be posted inside and those applying will be first considered before the positions are advertised outside the district.

### *Graduate Credit*

4. The present salary schedule is set up to provide incentive for teachers to continue their professional education on a graduate level or through approved equivalency credit activities. Placement on the next salary level is determined by the number of graduate and/or equivalency credits accumulated, as set forth herein:

Advancement on guide: To qualify for the B.A. + 15, B.A. + 30, M.A., M.A. + 15, M.A. + 30 and M.A. + 45 or Sixth Year level columns, a teacher must present to the Superintendent of Schools for his/her approval evidence of satisfactory completion of graduate courses which are related to the teacher's assignment in the school system by November 1st for salary adjustment retroactively to September 1st.

- Documentation applicable to the following year received on or before June 30th, will have the salary adjustment effective September 1st and will be included in the employee's pay on or before the second pay in September.
- Documentation received after June 30th, and on or before November 1st, will have the salary adjustment effective September 1st and will be included in the employee's pay on or before the second pay in November.

Documentation received after November 1st and on or before April 1st, will have the salary adjustment effective February 1st and will be reflected in the employee's pay as soon as practical after that date.

Documentation received on or after April 2nd will wait until the next contractual year for salary guide advancement.

Such courses must be completed after the Bachelors or Masters Degree was obtained, whichever is applicable.

Special formalized in-service programs may be approved by the Superintendent of Schools for equivalency credit in lieu of graduate credits earned at an accredited college or university. The term "special formalized in-service programs" refers to courses, workshops or study programs sponsored either by the local school system, an institution of higher learning, or other organizations for which academic credit may not be available. The amount of credit approved for such programs will be dependent upon attendance requirements and outside preparation. In general, college standards are followed. Of the required 15 credits beyond the Bachelors or Masters Degree, in lieu of graduate credits a maximum of six equivalency credits may be approved beyond the B.A. level and a maximum of six equivalency credits may be approved beyond the M.A. level.

#### **A. PAY PERIODS**

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments in accordance with Title 18A: 27-6. Final checks will be issued upon completion of all obligations and duties as listed on the teachers' checklist. The business office will provide assistance to 10 month staff wishing to create their own personal 12 month summer savings accounts with external financial institutions.
2. When paydays fall on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

#### **B. TEACHER EVALUATION**

A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluators at least two (2) school days before any conference to discuss it and within ten (10) school days after it has been written. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

#### **C. WITHHOLDING OF INCREMENTS**

The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed automatic. The withholding of any salary increment for inefficiency or other good cause shall be governed by the provisions of N.J.S.A. 18A: 29-14 and shall be preceded by the following steps:



1. A recommendation to withhold increment based on instructional performance shall not be made to the Board of Education unless the teacher shall have received the minimum of three formal observations spaced at least twenty (20) days apart.
2. Within five (5) school days following each such observation, the teacher will be given a written summary of the observation with recommendations for improvement and will discuss it with the evaluator. The teacher or evaluator may request of the Superintendent an additional evaluation, which will then be discussed with the teacher.
3. If withholding of increment is recommended, the Superintendent will present the teacher with a written copy of his/her recommendation. The teacher will be given an opportunity to discuss the recommendation with the Superintendent within five (5) school days of receipt of such recommendation.
4. If the teacher so desires, he/she will be given an opportunity to be present at the meeting of the Board of Education when his/her case is to be considered and will be given the opportunity to present his/her case.
5. If the teacher is not satisfied with the Board's final determination, he/she may appeal the decision to the Commissioner of Education of the State of New Jersey as provided for by Title 18A: 29-14 as amended.
6. The contents of evaluations shall be kept confidential from students, parents or at any public gathering unless the employee requests in writing beforehand it be made public.
7. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher.
8. A teacher from whom an increment has been withheld shall have the following three procedures available for its restoration:
  - (a) Restoration shall be automatically granted if the teacher receives an evaluation of outstanding performance and a recommendation for restoration from his/her principal in each of the two consecutive school years immediately following the withholding of the increment.
  - (b) Restoration may be granted by the Board upon written appeal by the teacher to the Board at the end of the third school year immediately following the withholding of the increment.
  - (c) Restoration may be granted by the Board upon recommendation to the Board by the Superintendent of Schools in the fourth year immediately following the withholding of the increment or in any year thereafter.

## II. SECRETARIES

### A. SALARIES AND LONGEVITY

1. The salaries of all secretaries covered by this Agreement are set forth in Schedule A of this Agreement.



2. The Board agrees to establish a longevity pay plan based on the number of years experience within the River Vale School District as follows:

10 to 14 years	\$1,500.00
15 years and over	\$1,700.00

To qualify for longevity pay, length of service must be continuous in the River Vale School District.

An employee will retain his/her length of service for longevity during an approved leave of absence, but the period of such absence shall not be counted in determining his/her years of experience within the school district.

An employee who leaves and subsequently returns to employment in the District will, upon completing a period of time equal to the time- spent away from District employment, have his/her previous length of service restored. Example: An employee with 10 years of service leaves for two years - upon completing two years of service upon return to the District, the employee will have 10 years of service.

3. The salary for any ten-month employee shall be prorated 10/12ths of the Annual Salary as listed in Schedule A.
4. Should the need arise for assistance during the summer months of any ten month employee; they shall be remunerated at the daily rate of 1/200th of their annual ten month salary.
5. Secretaries who lose their lunch periods due to their required presence at their work stations shall be compensated at their hourly rate for additional hours worked up to 40 total hours per week, or 1.5 times their hourly rate for hours worked beyond 40 per week. If mutually agreed upon between the secretary and their supervisor, compensatory time may be substituted for compensation at the same earned rates as above.

**B. PAY PERIODS**

1. Employees employed on a twelve (12) month basis shall be paid in twenty four (24) equal semi-monthly installments in accordance with Title I8A: 27-6.
2. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

**C. WITHHOLDING OF INCREMENTS**

The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed automatic. The withholding of any salary increment for inefficiency or other good cause shall be governed by the provisions of N.J.S.A. I8A: 29-14 and shall be preceded by the following steps:

1. A recommendation to withhold increment shall not be made to the Board of Education unless the secretary shall have received a minimum of three formal observations spaced at least twenty (20) days apart.
2. Within five (5) school days following each observation, the secretary will be given a written summary of the observation with recommendations for improvement and will

discuss it with the evaluator. The secretary or evaluator may request of the Superintendent an additional evaluation, which will then be discussed with the secretary.

3. If withholding of increment is recommended, the Superintendent will present the secretary with a written copy on his/her recommendation. The secretary will be given an opportunity to discuss the recommendation with the Superintendent within five (5) school days of receipt of such recommendation.
4. If the secretary so desires, he/she will be given an opportunity to be present at the meeting of the Board of Education when his/her case is to be considered and will be given the opportunity to present his/her case.
5. If the secretary is not satisfied with the Board's final determination he/she may appeal the decision to the Commissioner of Education of the State of New Jersey as provided for by Title 18A: 29-14 as amended.
6. The contents of evaluations shall be kept confidential from students, parents or at any public gathering.
7. All monitoring or observation of the work performance of a secretary shall be conducted openly with full knowledge of the secretary.

## ARTICLE 11 - ADDITIONAL REIMBURSEMENT

### TEACHERS

The Board agrees:

#### *Tuition Reimbursement*

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
2. For each year of the contract, the Board agrees to pay up to \$1,200 per employee toward the cost of tuition and fees incurred in connection with graduate courses and/or other courses beneficial to the teacher in his/her professional growth, subject to the approval of the Superintendent of Schools.
3. The total available tuition reimbursement for teachers will be \$20,500 for all three years of the contract. If the number of teachers availing themselves of this clause by June 30th of each year causes the amount to exceed the limit, then each teacher's reimbursement shall be reduced on an equal pro-rated basis. The payment shall be determined by the total applications received and approved for reimbursement and shall be for the last pay in the contract year. In the event that said maximum is not sufficient in the second and third year to cover teachers' requests, the Board agrees to review said maximum.
4. All courses eligible for reimbursement must receive a grade of "C" or better. Other marking systems such as "S" or "P" must officially indicate the course was satisfactorily completed and be reviewed and approved by the Superintendent or designee.

#### *Mileage*

4. To pay for mileage to those personnel whose regular assignment calls for travel between two or more locations within the district, mileage will be reimbursed at the current IRS rate for which vouchers shall be submitted periodically to the business office.

#### *Lead Teachers*

5. The following will be the salary plan for such staff members who shall be named as lead teachers or elementary school computer facilitator.

When an individual serves in the above capacity, a stipend of \$700.00 will be added to the base salary for that years' service.

#### *Extra Class Assignments: (Overage)*

6. When the board desires full time staff to provide extra classes to students based upon the needs of the district, the following guidelines will be utilized.
  - A. Extra assignments will be posted and will conclude at the end of the school year. Persons being paid above full time for extra assignments will have their salary returned to regular full time status at the end of the assignment.

- B. Extra assignments beyond the contractual limitations in this agreement must be made to those volunteering for the assignment if they are existing fulltime employees.
- C. The Superintendent may consider recommending one of the volunteers expressing interest in the position for the board's consideration, or recommend to the board a new outside person under the terms of this agreement as a part time employee.
- D. Non-tenured staff will not be considered for or assigned extra classes.
- E. Pay will be at the rate of 1/6 of the member's actual salary for each class assigned an existing staff member.
- F. No more than two assignments per building under any K-12 endorsement, and no more than two assignments per building under any elementary endorsement will be assigned at a time in any contract year.
- G. It is expressly understood that the use of extra assignments will not be used as a vehicle to avoid hiring full time personnel.

**SECRETARIES**

***Tuition Reimbursement***

- 1. Subject to Superintendent's approval, course reimbursement for secretaries shall be \$700.00 for each year of the contract. Any additional funds necessitated by this provision shall be excluded from the total salary package.

***Professional Certificates***

- 2. Recognition for Professional Certificates shall be as follows:
  - (a) New Jersey Association of Educational Secretaries Professional Development Certificate:
    - First Certificate – As per Secretaries Schedule A
    - Second Certificate – As per Secretaries Schedule A
    - Third Certificate - As per Secretaries Schedule A
  - (b) National Association of Education Office Personnel Professional Standards Certificate:
    - Basic As per Secretaries Schedule A
    - Associate As per Secretaries Schedule A
    - Professional Advanced As per Secretaries Schedule A



## ARTICLE 12 - EXTRA PAY FOR EXTRA SERVICE

### TEACHERS AND SECRETARIES

- A. For services rendered beyond the normal professional responsibilities of the employee, the items listed under Schedule B are to be compensated in the amounts indicated.

New activities and/or clubs approved by the Board of Education will receive a starting salary of

**\$650** for year one of the contract.

**\$650** for year two of the contract.

**\$650** for year three of the contract.

These clubs and/or activities will be on a probation period for three years. Upon completion of the probationary period, the club and/or activity will be placed on Schedule B.



## ARTICLE 13 - DEDUCTION FROM SALARY

### TEACHERS

1. The Board agrees to deduct from the salaries of its employees the dues for the River Vale Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 275, Public Laws of 1971 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the River Vale Education Association following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Teacher authorizations shall be in writing.
2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any Association that changes the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of a notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
5. Employees may individually elect to have any amount of their monthly salary deducted from their pay and deposited with organizations such as but not limited to, Visions (formerly Paragon) Federal Credit Union, its designated carrier for annuities and Equitable. The Board, upon written request by an employee, shall remit monies directly to Copeland for annuities and/or Equitable, provided that the procedure does not violate any applicable statutory provision or administrative regulation.
6. The Board agrees to deduct the sum of 85% of the rate of the Association dues from each non-Association member of the bargaining unit represented by the Association and shall remit the Agency Shop fee to the Association by the established dues deduction procedure.

### SECRETARIES

1. The Board agrees to deduct from the salaries of its employees dues for the River Vale Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 275, Public Laws of 1971 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the River Vale Education Association following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Employee authorizations shall be in writing.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
5. Employees may individually elect to have any amount of their monthly salary deducted from their pay and deposited with organizations such as but not limited to, Visions (formerly Paragon) Federal Credit Union, and its designated carrier for annuities. The Board, upon written request by a secretary, shall remit monies directly to Copleand for annuities and/or Equitable, provided that the procedure does not violate any statutory provision or administrative regulation.
6. The Board agrees to deduct the sum of 85% of the rate of the Association dues from each non-Association member of the bargaining unit represented by the Association and shall remit the Agency Shop fee to the Association by the established dues deduction procedure.

## ARTICLE 14 - INSURANCE PROTECTION

### TEACHERS/SECRETARIES

- A. The Board shall provide the health/group insurance protection under the School Employees Health Benefit Program (hereinafter referred to as the "SEHBP") for the term of this agreement. All employees shall have the option of enrolling in either SEHBP New Jersey Direct 15 Plan or New Jersey Direct 10 Plan. The Board reserves the right to elect participation in any other equivalent health care insurance program.

The Board shall pay for the full premium for each employee and the premium for family coverage where such coverage is specifically extended by the Board under section C below; and the Employee shall reimburse the Board for that cost in accordance with the requirements of Chapter 78 of the laws of New Jersey. The contribution shall be made by payroll deduction.

1. For each teacher/secretary who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a period beginning 90 days from commencement of work and for a full 12 month period in succeeding years, from September 1st and ending August 31<sup>st</sup>; unless the new employee transfers from another district participating in the NJ School Employees Health Benefits Plan such payments and coverage would continue without interruption. Payments will be made through August 31<sup>st</sup> on behalf of a teacher who terminates employment as of June 30<sup>th</sup>.
  2. Provisions of the health group insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the NJ School Employee Health Benefits Plan. Such coverage is extended to the employee and family.
  3. Provisions of the group dental insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained therein. Such coverage is extended to the employee and family.
  4. Provisions of the group optical insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained therein. Such coverage is extended to the employee and family.
- B. The Board will attempt to provide to each teacher/secretary a description, from the insurance carrier, of all group insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. To be eligible for insurance protection:
1. Teachers/secretaries receiving benefits as of 7/1/2012; and hired prior to 7/1/2012, must work at least twenty-two (22) hours per week and meet the eligibility requirements set forth in the NJ School Employees Health Benefits program.
  2. Teachers/secretaries who do not receive benefits as of 7/1/2012; or are hired after 7/1/2012 must work at least twenty-five (25) hours per week and meet the eligibility requirements set forth in the NJ School Employees Health Benefits program.

## ARTICLE 15 - REPRESENTATION FEE

### TEACHERS AND SECRETARIES

A. The Board agrees to deduct Association dues from the salaries of employees upon request in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 25:14-15.9e).

### B. Representation Fee

1. Purpose of Plan: If a Bargaining Unit Member does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association or majority representation.
2. Amount of Fee: Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount.

The Association will certify to the Board prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended 1) for partisan, or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representative.

3. Deduction and Transmission of Fee: The Board agrees to deduct from the salary of any Bargaining Unit Member who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 3 above and promptly will transmit the amount so deducted to the Association.

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

The Association, before any deductions are made, must first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further. All funds in this instance will be held in escrow during that period of time.

4. Indemnification and Save Harmless Provision: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

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

The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This is meant to provide equal treatment for Association and non-Association members.

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

## ARTICLE 16 - MISCELLANEOUS PROVISIONS

### TEACHERS/SECRETARIES

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers/secretaries now employed or hereafter employed.
- C. 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 certified mail at the following addresses:
1. If by the Association to the Board Secretary at 609 Westwood Avenue, River Vale, New Jersey.
  2. If by the Board to the President of the River Vale Education Association, School Address, River Vale, New Jersey.
- D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitation imposed by this Agreement, in accordance with applicable laws, rules and regulations, to hire teachers/secretaries in the school district and to maintain the efficiency of the school district operations entrusted to them and to take whatever actions may be necessary to carry out the mission of the school district.
- E. It is agreed by both parties that negotiations will be conducted without the use of "sanctions" (as defined by law or as construed by applicable New Jersey Court decisions) or any tactics or pressures which will interfere with the normal operations of the school or the normal activities of the Association.
- The parties also agree that during the period of active negotiations, but not later than December 1st, the only publicity accorded the negotiations by the parties will consist of joint press releases or, in the event the parties are unable to agree, a joint press release stating that either "Progress has been made" or "No progress has been made."
- F. The parties agree to follow the procedures outlined in this Agreement, if provided, and in that event, to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- G. It is agreed that the Board shall follow the Equal Employment Opportunity Laws and Regulations in carrying out the terms and conditions of employment.
- H. Any individual contract between the Board and an individual teacher, heretofore or hereafter executive, shall be subject to and consistent with the terms and conditions of this Agreement. If an

**ARTICLE 17 - DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2015. 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.

**SIGNATURES**

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and their respective secretaries.

**RIVER VALE EDUCATION ASSOCIATION**

*Daniel Beyer*  
President

Date: 10 / 16 / 2013

*John J. ...*  
Secretary

*John ... Cabrella*  
**RIVER VALE BOARD OF EDUCATION**

*Louani Waaka*  
President

Date: 10 / 15 / 2013

*Kelly ...*  
Board Secretary

individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- I. This Agreement incorporates the entire understanding of the parties on all negotiable matters, whether contained herein or not, and shall not be added to or deleted from during the term hereof except by mutual agreement.
- J. Savings Clause:  
Nothing contained herein shall be construed to deny or restrict to any employee such protected rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.



# APPENDICES



## SCHEDULE B – EXTRA PAY FOR EXTRA SERVICE

### Group A

<u>Essential Programs</u>	<u>Description</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Art Displays and Art Shows	Prep and Presentation	\$2,160	\$2,160	\$2,160
Music- Concerts and Programs	Prep and Presentation	\$2,160	\$2,160	\$2,160
Intramurals	Elem Phys. Activities Prog.	\$2,682	\$2,682	\$2,682
Media/Audio Visual -	Elementary	\$1,334	\$1,334	\$1,334
Media/Audio Visual -	Middle School	\$1,547	\$1,547	\$1,547
Safety Patrol	All Schools	\$963	\$963	\$963
Yearbook Advisor	Middle School	\$2,683	\$2,683	\$2,683
Student Council Advisor	Middle School	\$1,985	\$1,985	\$1,985
Middle School Drama	Director	\$2,683	\$2,683	\$2,683
	Assistant Director	\$1,610	\$1,610	\$1,610
	Costume	\$650	\$650	\$650
	Sets	\$650	\$650	\$650
	Publicity	\$650	\$650	\$650
	Drama Tech. Light/Sound	\$650	\$650	\$650
	Choreographer	\$650	\$650	\$650
Bowling League	Middle School	\$1,164	\$1,164	\$1,164
Graduation Director	Middle School	\$719	\$719	\$719
Intramural Activities	Middle School (4 x10 reps)	\$3,237	\$3,237	\$3,237
Family Math and Science	Elementary Schools	\$650	\$650	\$650
Early Morning Supervision	Middle School	\$2,479	\$2,479	\$2,479

### Group B

<u>Student Activities</u>	<u>Description</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Advanced Painting	Elementary Schools	\$650	\$650	\$650
Art Club	Elementary Schools	\$650	\$650	\$650
Ballroom Blitz	Elementary Schools	\$650	\$650	\$650
Book Club	All Schools	\$650	\$650	\$650
Computer Club	All Schools	\$650	\$650	\$650
Continental Math League	Elementary Schools	\$650	\$650	\$650
Creative Writing Club	All Schools	\$650	\$650	\$650
Dramatics Club	All Schools	\$650	\$650	\$650
Eighth Grade Trip	Middle School	\$1,333	\$1,333	\$1,333
Elementary Art Club	Elementary Schools	\$650	\$650	\$650
Elementary Drama	Elementary Schools	\$650	\$650	\$650
Environmental Club	Elementary Schools	\$650	\$650	\$650
Fitness for Life Club	All Schools	\$1,030	\$1,030	\$1,030
French Club	Middle School	\$650	\$650	\$650
Golf Club	Middle School	\$650	\$650	\$650
Jumpstart	Middle School	\$650	\$650	\$650
Knitting Club	Middle School	\$650	\$650	\$650
Literary Journal	Middle School	\$2,841	\$2,841	\$2,841
National Jr Honor Society	Middle School	\$650	\$650	\$650
National Jr Math Honor Society	Middle School	\$650	\$650	\$650
Newspaper Club	All Schools	\$997	\$997	\$997



<b>Student Activities (continued)</b>	<b>Description</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Paper Crafts	Elementary Schools	\$650	\$650	\$650
Peer Helpers	Middle School	\$650	\$650	\$650
Peer Mediation	Middle School	\$650	\$650	\$650
Robotics Club	Middle School	\$650	\$650	\$650
Science Club	Middle School	\$650	\$650	\$650
Scrabble Club	Elementary Schools	\$650	\$650	\$650
School Store	Elementary Schools	\$650	\$650	\$650
Sign Language Club	Elementary Schools	\$650	\$650	\$650
Seventh Grade Trip	Middle School	\$890	\$890	\$890
Spanish Club	Middle School	\$650	\$650	\$650
Theatre Production	Elementary Schools	\$650	\$650	\$650
Woodside Helps Others	Elementary Schools	\$650	\$650	\$650
Miscellaneous Funds		\$4,299	\$4,299	\$4,299

<b>Group C</b>	<b>Description</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
<b>Interscholastic Sports</b>				
<b>Girls &amp; Boys:</b>				
	Experience - 0	\$3,342	\$3,342	\$3,342
Basketball, Soccer,	Experience - 1-2 Years	\$3,661	\$3,661	\$3,661
Wrestling, Softball, Baseball,	Experience - 3-4 Years	\$4,001	\$4,001	\$4,001
Volleyball, Co-Ed Track	Experience - 5 + Years	\$4,842	\$4,842	\$4,842
Cheerleading	Experience - 0	\$2,357	\$2,357	\$2,357
Assistant Coach	Experience - 1-2 Years	\$2,426	\$2,426	\$2,426
	Experience - 3-4 Years	\$2,515	\$2,515	\$2,515
	Experience - 5 + Years	\$2,852	\$2,852	\$2,852
Longevity Group C	Experience - 6-10 Years	\$150	\$150	\$150
	Experience - 11 Years and Over	\$302	\$302	\$302

<b>Group D - Lunch Duty &amp; Chaperoning</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Lunch Duty	\$25.00	\$25.00	\$25.00
Chaperone After School Sports, Concert	\$34.00	\$34.00	\$34.00
Chaperone Overnight	\$125.00	\$125.00	\$125.00
Chaperone Overnight Supervision	\$45.00	\$45.00	\$45.00
Chaperone Overnight Nurse	\$40.00	\$40.00	\$40.00
Staff member used as a substitute losing preparation period. Does not include Homeroom.	\$30.00	\$30.00	\$30.00
Home Instructor Compensation	\$55.00	\$55.00	\$55.00
Head Nurse Stipend	\$3,500	\$3,500	\$3,500

## TEACHERS SALARY TABLES 2012-2013

### River Vale Public Schools Teachers Salary Guides 2012-2013

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA +45</u>
1-2	\$50,620	\$51,195	\$55,245	\$59,290	\$60,025	\$65,630	\$65,830
3	\$50,920	\$51,495	\$55,545	\$59,590	\$60,325	\$65,930	\$66,130
4	\$51,220	\$51,795	\$55,845	\$59,890	\$60,625	\$66,230	\$66,430
5-6	\$51,725	\$52,300	\$56,350	\$60,395	\$61,130	\$66,735	\$66,935
7-8	\$52,230	\$52,805	\$56,855	\$60,900	\$61,635	\$67,240	\$67,440
9	\$53,485	\$54,060	\$58,110	\$62,155	\$62,890	\$68,495	\$68,695
10	\$56,820	\$57,395	\$61,445	\$65,490	\$66,225	\$71,830	\$72,030
11	\$60,615	\$61,190	\$65,240	\$69,285	\$70,020	\$75,625	\$75,825
12	\$64,610	\$65,185	\$69,235	\$73,280	\$74,015	\$79,620	\$79,820
13	\$68,805	\$69,380	\$73,430	\$77,475	\$78,210	\$83,815	\$84,015
14	\$73,200	\$73,775	\$77,825	\$81,870	\$82,605	\$88,210	\$88,410
15	\$77,795	\$78,370	\$82,420	\$86,465	\$87,200	\$92,805	\$93,005
16	\$82,590	\$83,165	\$87,215	\$91,260	\$91,995	\$97,600	\$97,800
17	\$87,585	\$88,160	\$92,210	\$96,255	\$96,990	\$102,595	\$102,795



# TEACHERS SALARY TABLES 2013-2014

## River Vale Public Schools Teachers Salary Guides 2013-2014

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>
1	\$51,010	\$51,585	\$55,635	\$59,680	\$60,415	\$66,020	\$66,220
2-3	\$51,310	\$51,885	\$55,935	\$59,980	\$60,715	\$66,320	\$66,520
4	\$51,610	\$52,185	\$56,235	\$60,280	\$61,015	\$66,620	\$66,820
5	\$52,115	\$52,690	\$56,740	\$60,785	\$61,520	\$67,125	\$67,325
6-7	\$52,620	\$53,195	\$57,245	\$61,290	\$62,025	\$67,630	\$67,830
8-9	\$53,875	\$54,450	\$58,500	\$62,545	\$63,280	\$68,885	\$69,085
10	\$57,210	\$57,785	\$61,835	\$65,880	\$66,615	\$72,220	\$72,420
11	\$61,005	\$61,580	\$65,630	\$69,675	\$70,410	\$76,015	\$76,215
12	\$65,000	\$65,575	\$69,625	\$73,670	\$74,405	\$80,010	\$80,210
13	\$69,195	\$69,770	\$73,820	\$77,865	\$78,600	\$84,205	\$84,405
14	\$73,590	\$74,165	\$78,215	\$82,260	\$82,995	\$88,600	\$88,800
15	\$78,185	\$78,760	\$82,810	\$86,855	\$87,590	\$93,195	\$93,395
16	\$82,980	\$83,555	\$87,605	\$91,650	\$92,385	\$97,990	\$98,190
17	\$87,975	\$88,550	\$92,600	\$96,645	\$97,380	\$102,985	\$103,185

# TEACHERS SALARY TABLES 2014-2015

## River Vale Public Schools Teachers Salary Guides 2014-2015

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA +45</u>
1-2	\$52,635	\$53,210	\$57,260	\$61,305	\$62,040	\$67,645	\$67,845
3-4	\$52,935	\$53,510	\$57,560	\$61,605	\$62,340	\$67,945	\$68,145
5	\$53,235	\$53,810	\$57,860	\$61,905	\$62,640	\$68,245	\$68,445
6	\$53,735	\$54,310	\$58,360	\$62,405	\$63,140	\$68,745	\$68,945
7-8	\$54,235	\$54,810	\$58,860	\$62,905	\$63,640	\$69,245	\$69,445
9-10	\$55,435	\$56,010	\$60,060	\$64,105	\$64,840	\$70,445	\$70,645
11	\$58,835	\$59,410	\$63,460	\$67,505	\$68,240	\$73,845	\$74,045
12	\$62,535	\$63,110	\$67,160	\$71,205	\$71,940	\$77,545	\$77,745
13	\$66,475	\$67,050	\$71,100	\$75,145	\$75,880	\$81,485	\$81,685
14	\$70,615	\$71,190	\$75,240	\$79,285	\$80,020	\$85,625	\$85,825
15	\$74,955	\$75,530	\$79,580	\$83,625	\$84,360	\$89,965	\$90,165
16	\$79,495	\$80,070	\$84,120	\$88,165	\$88,900	\$94,505	\$94,705
17	\$84,235	\$84,810	\$88,860	\$92,905	\$93,640	\$99,245	\$99,445
18	\$89,175	\$89,750	\$93,800	\$97,845	\$98,580	\$104,185	\$104,385



**SECRETARIES SALARY TABLES 2012-2013 THROUGH 2014-2015**  
 River Vale Public Schools

**2012 - 2013**

		<u>w/Basic</u>	<u>Associate</u>	<u>Prof. Adv.</u>
1	\$36,476	\$37,366	\$37,567	\$37,853
2	\$37,244	\$38,134	\$38,336	\$38,629
3	\$38,211	\$39,109	\$39,303	\$39,580
4	\$39,575	\$40,452	\$40,649	\$40,932
5	\$41,902	\$42,772	\$42,969	\$43,252
6	\$44,354	\$45,184	\$45,372	\$45,639
7	\$46,683	\$47,514	\$47,711	\$47,991
8	\$51,813	\$52,645	\$52,833	\$53,101
New 9	\$55,715	\$56,601	\$56,801	\$57,086
10	\$56,829	\$57,733	\$57,937	\$58,228

**2013 - 2014**

		<u>w/Basic</u>	<u>Associate</u>	<u>Prof. Adv.</u>
1	\$36,976	\$37,866	\$38,067	\$38,353
2	\$37,388	\$38,300	\$38,506	\$38,799
3	\$38,175	\$39,087	\$39,294	\$39,595
4	\$39,166	\$40,087	\$40,286	\$40,570
5	\$40,564	\$41,463	\$41,665	\$41,955
6	\$42,950	\$43,841	\$44,043	\$44,333
7	\$45,463	\$46,314	\$46,506	\$46,780
8	\$47,850	\$48,702	\$48,904	\$49,191
9	\$53,108	\$53,961	\$54,154	\$54,429
10	\$57,966	\$58,888	\$59,096	\$59,393

**2014 - 2015**

Move to new step,  
 than re-number

		<u>w/Basic</u>	<u>Associate</u>	<u>Prof. Adv.</u>
	4	<del>\$36,976</del>	<del>\$37,866</del>	<del>\$38,353</del>
1	2	\$37,890	\$39,000	\$39,295
2	3	\$38,575	\$39,694	\$39,995
3	4	\$39,416	\$40,536	\$40,820
4	5	\$40,564	\$41,665	\$41,955
5	6	\$42,950	\$44,043	\$44,333
6	7	\$45,463	\$46,506	\$46,780
7	8	\$48,150	\$49,204	\$49,491
8	9	\$52,808	\$53,854	\$54,129
9	10	\$57,216	\$58,346	\$58,643
10	11	\$59,125	\$60,278	\$60,580



