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THIS BOOK DOES
NOT CIRCULATE

02-53

PREAMBLE

This Agreement entered into this 21st day of June, 1977 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".

W I T N E S S E T H:

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 representative of employees hereinafter designed with respect to certain terms and conditions of employment as set forth in this Agreement, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

Bergen County

7/1/77 - 6/30/79

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated personnel whether under contract, on leave, employed by the Board on a full-time basis, or if regularly employed on a part-time or hourly basis during the 1976/1977 school year, or whose compensation is paid seventy percent (70%) or more by the River Vale School District, including:

Teachers
Guidance Counsellors
Librarians

Nurses
Curriculum Coordinators
Specialists

but excluding:

Superintendent
Principals
Assistant Principals
Substitutes
Secretaries
Administrative Assistants

Cafeteria Staff
Teacher Aides
Custodians & Maintenance Men
Psychologists
Director of Guidance
School Business Administrator/
Board Secretary

and any part-time or hourly employee whose employment is specially funded from private, State or Federal sources, such as Title I.

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 exculsion 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 negotiating unit as above defined, and references to male teachers shall include female teachers and vice-versa.

ARTICLE II

GRIEVANCE PROCEDURE

DEFINITIONS

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

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

- (a) The failure or refusal of the Board to renew a contract of a non-tenure teacher:
- (b) In matters where the Board is without authority to act:
- (c) In matters where a method of review is prescribed by law, or by any rule, regulation, direction, or by-law, of the State Commissioner of Education or the State Board of Education.

The term "grievant" shall mean the teacher who signs a complaint under this grievance procedure.

The term "teacher" shall mean an individual, or group of individuals, regularly employed by the Board of Education in a capacity listed under Article I as being included in the unit recognized by the Board as being represented by the Association.

The term "representative" shall mean:

1. as to a teacher: A person, firm, agency or organization named in writing by the grievant, and
2. as to the Board: A person, firm, agency or organization named in writing by the Board.

The Board and the Grievant shall have the right to change such representative at any level but not during the pendency of a decision at any given level. Such change shall be made by notice in writing.

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

The term "immediate" superior shall mean the person to whom the aggrieved teacher is directly responsible under the Table of Organization prevailing in this School District. If no such chart is furnished, then it is any person reasonably believed by the teacher to be his immediate superior.

A teacher may institute action under the provisions hereof within thirty (30) school days of the occurrence complained of, or within thirty (30) school days after he would reasonably be expected to know of its occurrence. Failure to act within that prescribed period shall be deemed an abandonment of this grievance procedure.

A teacher processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

The teacher has a right to have a representative appear with him commencing with Level Two, and at all subsequent levels of the grievance procedure.

The grievant shall be present throughout each level of this procedure.

PROCEDURE

1. Level One:

A teacher shall first present his grievance orally to his 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 hearing. If the teacher desires a written decision, the grievance must be submitted in writing. A written decision, upon request made within five (5) school days of the hearing, shall be rendered within ten (10) school days of said hearing.

2. Level Two:

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

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

A copy of the writing called for in the paragraph above, shall be furnished to the school principal, to the immediate superior of the aggrieved teacher, 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 therefor.

3. 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 in accordance with the provisions thereof, is deemed unsatisfactory by the grievant, he, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, may 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 additional written materials are requested by the Board, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto.

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

The writings set forth in preceding paragraphs, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

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

4. Level Four:

In the event a teacher is dissatisfied with the determination of the Board, he shall have the right to carry his 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 aggrieved teacher and the Board shall 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 said Commission shall be unable or unwilling 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 costs of the arbitrator's services shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant. In addition, it is expressly provided that the arbitrator shall have the power to recommend that the costs of the arbitration services be borne by one party, if in his judgment that party unnecessarily created the need for the arbitration, or did so for the purposes of delay, or which party's contentions are deemed by him 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.

Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.

In the event a grievance shall be 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 grievance at Level Two.

A grievance, which by its nature, cannot be resolved at levels below that of the Superintendent, may be initiated by the grievant at Level Two. 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 by-pass the normal adjudication of grievances at the lowest administrative level.

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

The Association shall have the right to be present by representative at any hearing above the informal level, and to make its views known.

Until a grievance is fully resolved to the satisfaction of all parties, all teachers, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the pendency 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 III

COMPLAINT PROCEDURE

No complaint regarding a teacher made by a parent, student or member of the community shall be noted in the personnel file of any teacher without first (a) notifying the teacher in writing of the source and contents of the complaint and (b) affording the teacher a private hearing on such complaint if the teacher shall file written demand therefor within ten (10) days of the notice. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said teacher. In the event the determination is adverse, the teacher 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.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association upon written request such information in the public domain as detailed below:
- A list of personnel and salaries
 - A list of teachers and their steps on the guide
 - A summary of steps
 - A line item budget
- B. The Association and its representatives shall have the right to:
1. Use the school buildings at reasonable hours for meetings.
 2. Use facilities and equipment with exception of telephone and supplies at reasonable times when school is not otherwise in use.
 3. Use interschool mail and mailboxes as it deems necessary.
- C. 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 and not to any other organization which does not represent the majority of personnel.
- D. All policies approved by the Board of Education shall be distributed to the school libraries, President of the Association and Building Representatives of the Association.
- E. An Association representative may speak to the teachers during a Faculty Meeting for ten (10) minutes on the request of the representatives.

ARTICLE V

TEACHER RIGHTS

- A. Every certified employee of the Board shall have the right freely to organize, join and support their appropriate Association as recognized by the Board as their negotiating unit and their affiliates for the purpose of engaging in collective negotiations for their mutual aid and protection. The Board shall not directly or indirectly discourage, deprive or coerce any certified employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey and the United States.
- B. The Board shall not discriminate against any certified employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his 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 certified employees' regular assignments.
- C. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given written notice of the reasons for such meeting or interview not less than three (3) days prior to said appearance and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay.
- D. Any question or criticism by a supervisor, administrator, or Board member, of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- E. A teacher shall not be prevented from wearing the insigna of membership in the Association or its affiliates in a manner that conforms to educational decorum.

ARTICLE VI

TEACHER EMPLOYMENT

- A. 1. Each teacher may be placed on his proper step of the salary schedule as of the beginning of the 1977/1978 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. No adjustment shall be made of the salary step of any teacher employed by the school system as of the date of the execution of this Agreement by reason of the above provision.
- B. 1. Teachers with previous teaching experience in the River Vale School District shall upon returning to the system receive full credit on the salary schedule for military experience required by the Selective Service System, up to the maximum set forth in paragraph A. Such teachers who have not been engaged in other teaching or the activities indicated above shall, upon returning to the system, be restored to the next position on the Salary Schedule above that at which they left.
2. Previously accumulated unused leave days will be restored to all returning teachers under conditions listed in paragraph B-1 above.
3. Returning teachers shall be notified of their contract, school, tentative assignment, and salary status for the ensuing year at the signing of the contract in writing.
- C. All teachers shall be informed in writing, of their contract, tentative assignment, and salary status no later than April 30th of 1978 and no later than April 1st, 1979, unless the school election is delayed beyond its normal scheduled date in which event this date shall be April 30th.
- D. Teachers shall have a daily duty-free lunch period of at least the same duration as the student lunch.
- E. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day 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.

- F. 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.
- G. Teachers shall not be required to transport students.
- H. Teachers whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.
- I. Any non-tenure teacher who receives a notice of the non-renewal of his contract may within five (5) 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 five (5) days after his receipt of such request.
- J. It is desirable for each teacher to have an uninterrupted preparation period. No teacher shall be used as a substitute except in cases of emergency.
- K. During the 1977/1978 school year and the 1978/1979 school year the practice presently in effect regarding release time when a specialist is teaching a class will be continued.
- L. During the 1977/1978 school year and the 1978/1979 school year, the present policy of preparation time for the seventh and eighth grade teachers (i.e. five periods per week) will continue.
- M. Current practices will be continued regarding the assignment of substitute teachers. The Board will attempt to provide substitutes for absent employees wherever possible.
- N. The Board agrees to post notices in each school of any job vacancy and to provide teachers with an opportunity to apply for such vacancies.

ARTICLE VII

SCHOOL CALENDAR

- A. The Board shall determine annually the dates between which the schools shall be open in accordance with law. The school year shall consist of not less than 180 actual school days of a minimum of four hours each, except Kindergarten.
- B. 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.
- C. Dates for the following events shall be jointly planned by the Association and distributed by the Administration to all staff members not later than the last day of school in each year covered by this Agreement:
 - 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
- D. The school calendar shall include:
 - 1. At least one or two (2) days prior to student attendance for classroom preparation.

ARTICLE VIII

ABSENCE OF 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 shall be extended for 90 school days beyond the teacher's accumulated sick leave and will be continued into the following school year, if necessary. Such extended sick leave is subject to deduction of the cost of the substitute. Medical proof shall be provided upon request. The Board shall have the right to require an examination by its physician of any teacher seeking to benefit from this provision.
3. Teachers shall be notified in writing of their accumulated sick leave days no later than September 1977 and September 1978.
4. Provisions of Title 18A:30-2.1 and 66-32.1 et. seq concern- ing absences arising out of or from work connected assault or injury are applicable here. The teacher shall not forfeit any sick leave or personal leave and shall continue to be paid his salary for the balance of the school year, or until his return to work, whichever first occurs. Medical proof shall be provided upon request. The Board shall have the right to require an examination by its physician of any teacher seeking to benefit from this provision.

B. Temporary Leaves of Absence

1. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - a. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Written application for 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) and may request full compensation for the following reasons:
 1. Observance of religious holidays
 2. Court subpoena
 3. Personal business which cannot be conducted outside of school hours

B. Temporary Leaves of Absence - continued

4. Unexpected emergencies
 5. Death of a relative other than those defined below, or a close friend, for no more than one full day
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- b. Any unused personal leave provided for in 1 a. above shall be accumulated in succeeding years to a maximum of five days, which may then be utilized by the teacher for the care of a sick member of his family. Teachers shall be notified in writing of their accumulated personal leave days for this stated purpose no later than September of each year.
 - c. 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.
 - d. Up to five days at any one time in the event of death of a teacher's spouse, child or parent; and up to a total of ten days per annum in the event of death of a teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any member of the immediate household, or serious illness of teacher's spouse, child, or parent or any member of the household listed herein; or in the event of an emergency, approval will be left to the discretion of the Superintendent of Schools. Requests for extension must be submitted in writing and may be granted by the Board.
 - e. Time necessary for any person called into temporary active duty in any unit of the U.S. Reserves, or the State National Guard, providing such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid only the differences between his regular pay and any pay which he receives 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.
 - f. Other leaves of absence or extensions of leave with pay may be granted by the Board for good reason.
 - g. In the event an employee absents himself one or more days prior to or following a multiday holiday he may be required to show cause. Disciplinary action may be taken by the Superintendent.
2. Leaves taken pursuant to Section 1 above 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 within twenty-one (21) days following the day or final days of a series of meetings.

D. Extended Leave

1. A leave of absence without pay of up to two (2) years shall be granted to any teacher on tenure 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.
2. A teacher on tenure shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.
3. Military leave without pay shall be granted to any teacher 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, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
4. Any teacher on tenure adopting an infant child may request an adoption leave without pay and said leave shall be granted. Such leave shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption. Normally such leave shall be for one year, but the Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school. A teacher contemplating adoption under this paragraph shall notify the Superintendent in writing when the adoption agency has notified her that her application to adopt has been accepted.
5. A leave of absence without pay of up to one (1) year shall be granted a tenure teacher for the following:
 - a. Caring for sick members of teacher's immediate family
 - b. Rest prescribed by a physician
 - c. Restoration of health

Additional leave may be granted at the discretion of the Board.

D. Extended Leave - continued

6. Other leaves of absence without pay may be granted by the Board for good reason.
7. a. Upon return from leave granted under provisions of Section D, 1, 2, 3, of this Article a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that 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 nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
 - b. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to him upon return, and he shall be assigned to the same position which he held at the time said leave commenced, or a substantially equivalent position as offered by the Superintendent of Schools.
8. All reinstatements, extensions or renewals of leaves shall be applied for in writing by April 1st prior to expiration of such leave.
9. The employment of any employee who fails to apply within the specified period of time shall be automatically terminated by the Board. The Board is not required to notify the employee or take formal action.

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 subject to the following conditions:
 - a. If there are sufficient qualified applicants, sabbatical leave may be granted to one member of the professional staff.

E. Sabbatical Leave - continued

- b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than thirty (30) days before issuance of contract, and action must be taken on all such requests no later than April 1st, of the school year preceding the school year for which the sabbatical leave is requested.
- c. The teacher has completed at least seven (7) full school years of service in the River Vale School District.
- d. A teacher on sabbatical leave shall be paid by the Board at one hundred per cent (100%) for one-half (1/2) year or fifty (50%) per cent for one(1) year of the salary rate which he would have received if he had remained on active duty only if qualified replacement can be found.
- e. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- f. A teacher who is granted a 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. Maternity Leave

1. A teacher seeking a leave on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for a leave at least 60 days prior to the proposed commencement of her leave.
2. The teacher shall specify the date she desires to start her leave. The leave date may be determined by:
 - a. Medical certification and/or
 - b. The least disruption to the operation of the school.

She will also specify the date she wishes to return to work.

3. The teacher shall apply for re-instatement within a reasonable time following delivery, or by April 1st of the year following the birth. Prior to her re-instatement she shall furnish a medical certificate confirming the fact that she is medically able to render services to the school district.
4. Extension of this leave for tenured teacher for reasons connected with this birth may be granted at the discretion of the Board. The Board shall not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
5. A teacher availing herself of this leave policy may:
 - a. Take her leave without pay
 - b. Apply her sick leave pay as per Article VIII to her leave.

ARTICLE IX

TEACHER - ADMINISTRATION LIAISON

A. Building Level Liaison

1. Organization

The Association shall select a Liaison Committee of four (4) members for each school building, which shall meet with the principal at least once a month during the school year.

2. Areas for Liaison Committee Consideration

Areas for consideration by the committee shall include but not be limited to school building level advisory decisions regarding:

- a. Administration of this Agreement
- b. Revision and Development of Building Regulations and Practices

B. District Level Liaison

The Association President and three (3) members of the Association shall meet with the Superintendent and the three principals at least once a month during the school year 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 X

SALARIES

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

19th year to 21st year	-	\$200.00
22nd year to 26th year	-	300.00
27th year and over	-	500.00

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

An employee will retain his length of service during an approved leave of absence but the period of such absence shall not be counted in determining length of service.

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 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 Board agrees to pay Bedside Instructors, Supplemental Instructors, and Speech Correctionist at a rate of \$8.00 per hour, following the State Guidelines for arranging teaching time.

Any part-time employee who works less than 20 hours a week shall not be entitled to fringe benefits such as absence of teachers, health benefits, insurance benefits, insurance protection and other reimbursement except salary and mileage.

4. The present salary schedule is set up to provide incentives 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:

To qualify for the MA level a teacher shall submit evidence of the degree earned to the Superintendent of Schools, prior to September 1st of the school year in which such adjustment would be granted. An official transcript from the college granting the degree must be submitted and filed in the teacher's personnel folder.

Salaries- continued

To qualify for the B.A. + 15 and M.A. + 15 and MA + 30 or Sixth Year level columns, a teacher must present to the Superintendent of Schools for his approval evidence of satisfactory completion of graduate courses which are related to the teacher's assignment in the school system. Such courses must be completed after the Bachelors or Master 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.

- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. When pay days fall on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
3. Teachers will receive, on their last working day in June, a schedule of dates for salary payments for the following year which will be the 15th and 30th of each month or as stated above in paragraph B-2. Final checks will be issued upon completion of all obligations and duties as listed on the teacher's check list.
4. The positions of curriculum coordinators shall be reviewed by the Board of Education annually with additional compensation for any teacher holding this title to be established in accordance with Article XI Paragraph 4.

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 shall not be made to the Board of Education unless the teacher shall have received a minimum of three formal observations spaced at least 30 days apart.

Salaries - continued

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 recommendation. Prior to the week of April 1st, 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 will be given an opportunity to be present at the meeting of the Board of Education when his case is to be considered and will be given the opportunity to present his case.
5. If the teacher is not satisfied with the Board's final determination, he 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 teacher shall be conducted openly with full knowledge of the teacher.

ARTICLE XI

ADDITIONAL REIMBURSEMENT

The Board agrees:

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. To pay up to two hundred fifty dollars (\$250) per contract year toward the cost of tuition and fees incurred in connection with graduate courses and/or other courses beneficial to the teacher in his professional growth, subject to the approval of the Superintendent of Schools, and in accordance with River Vale School Code R 5-8.7.

For each year of this Agreement this provision shall be limited to \$6500.00. If the number of teachers availing themselves of this clause by February 15 of each year causes the amount to exceed \$6500.00, then each teacher's reimbursement shall be reduced on an equal pro-rated basis. The first payment shall be 50% of those applications received and approved for reimbursement.

3. 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 fifteen cents a mile for which vouchers shall be submitted periodically to the business office.
4. To establish a salary plan for such staff members who shall be named as co-ordinators, as follows:

In position for the first year	\$500.00
In position for the second year	600.00
In position for the third year and maximum	700.00

Annual increments of \$100.00 will be granted to those personnel in the position of co-ordinator up to a maximum of \$700.00.

ARTICLE XII

EXTRA PAY FOR EXTRA SERVICE

- A. Scheduled amounts of compensation shall be granted provided that the activity is scheduled, and that the teacher performed his duties satisfactorily as determined by the Superintendent of Schools as per Schedule B.

ARTICLE XIII

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers 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 teachers 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 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 1 under rules established by the State Department of Education.
4. The filing of notice of a teacher'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. Teachers 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, East Bergen Teacher's Federal Credit Union.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board shall provide the health group insurance protection designated below for the term of this Agreement. The Board shall pay the full premium for each teacher and the premium for a full family plan where the teacher has a family.
1. For each teacher 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 31st; unless the new employee transfers from another district participating in the State Health Benefits Plan, such payments and coverage would continue without interruption. Payments will be made through August 31 in behalf of a teacher who terminates employment as of June 30.
 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 State Health Benefits Plan.
- B. The Board will attempt to provide to each teacher a description, from the insurance carrier, of the health 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.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- 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 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 letter at the following addresses:
1. If by the Association to the Board Secretary at 613 Westwood Avenue, River Vale, New Jersey.
 2. If by the Board to the President of the River Vale Education Association, 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 limitations imposed by this Agreement, in accordance with applicable laws, rules and regulations, to hire teachers 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 executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an 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.

ARTICLE XVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979 subject to reopening on Schedule A only after July 1, 1977 with any changes to become effective July 1, 1978. 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.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries all on the day and year first above written.

RIVER VALE EDUCATION ASSOCIATION

By

Its President

By

Its Secretary

RIVER VALE BOARD OF EDUCATION

By

Its President

By

Its Secretary

SCHEDULE A
RIVER VALE PUBLIC SCHOOLS
Salary Guide - 1977/1978

STEP	B.A.	B.A. + 15		MA	MA + 15		M.A. + 30	
1	1.00	10,500	10,750	1.12	11,760	12,010	1.22	12,810
2	1.04	10,920	11,170	1.16	12,180	12,430	1.26	13,230
3	1.08	11,340	11,590	1.20	12,600	12,850	1.30	13,650
4	1.13	11,865	12,115	1.25	13,125	13,375	1.35	14,175
5	1.18	12,390	12,640	1.30	13,650	13,900	1.40	14,700
6	1.23	12,915	13,165	1.35	14,175	14,425	1.45	15,225
7	1.28	13,440	13,690	1.40	14,700	14,950	1.50	15,750
8	1.33	13,965	14,215	1.45	15,225	15,475	1.55	16,275
9	1.38	14,490	14,740	1.50	15,750	16,000	1.60	16,800
10	1.44	15,120	15,370	1.56	16,380	16,630	1.66	17,430
11	1.50	15,750	16,000	1.62	17,010	17,260	1.72	18,060
12	1.56	16,380	16,630	1.68	17,640	17,890	1.78	18,690
13	1.62	17,010	17,260	1.74	18,270	18,520	1.84	19,320
14	1.68	17,640	17,890	1.80	18,900	19,150	1.90	19,950
15	1.73	18,165	18,415	1.86	19,530	19,780	1.96	20,580
16	1.77	18,585	18,835	1.91	20,055	20,305	2.02	21,210
17	1.78	18,690	18,940	1.96	20,580	20,830	2.08	21,840

Longevity: 19th year to 21st year - \$200
22nd year to 26th year - 300
27th year over 500

SCHEDULE B

EXTRA PAY FOR EXTRA SERVICE

<u>Activity</u>	<u>Amount</u>	
Baseball Coach	250.00	
Basketball Coach	250.00	
Intramural Activities -Holdrum School	250.00	
Elementary Physical Activity Program - Roberge School	250.00	
Elementary Physical Activity Program - Woodside School	250.00	
Art- Preparation and presentation of Art Shows and Displays (each sponsor)	220.00	
Music- Preparation and presentation of Music Programs (each sponsor)	220.00	
Cheerleading Squad for Inter-Scholastic Activities (Only one for district)	80.00	
Dramatics Club- Preparation and Presentation of all public performances (director)	200.00	
Audio Visual - District Wide	250.00	
Student Publication - School Newspaper and magazine for school or public distribution - (minimum 3 issues - one per school)	80.00	each
Student Council - Activity Sponsor	220.00	
Science Club - Sponsor (1 per school)	80.00	each
Safety Patrol- Sponsor (1 per school)	125.00	each
Misc. Sports Activities- Middle School by recommendation of administration (Max. of \$250.00 per teacher)	750.00	
Misc. activities of all schools for sponsors of extra curricular activities requir- ing a commitment beyond the normal anticipated time for student groups, at the discretion of the Board, upon recommendation of the administration.	720.00	