

4-0241
THIS DOES NOT
CIRCULATE

PREAMBLE

02-53

This Agreement entered into this ~~23rd~~ day of October 1979 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 designated 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

LIBRARY
Institute of Management and
Labor P.

NOV 5 1979

RUTGERS UNIVERSITY

1979-1981

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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 who are under contract, on leave, employed by the Board on a full-time basis, or who were 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
Teacher/Coordinators
Specialists
Supplemental Teacher (full-time)
Supplemental Teacher
(hourly/part-time)
Teacher Specialist (full-time)
Teacher Specialist
(hourly/part-time)

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
String Instrument Teacher
(part-time, after school)

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

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. 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.
2. The term "school day" shall mean a day upon which the teacher's attendance is required.

B. Procedure

1. 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 aggrieved became aware or should have become aware of the alleged grievance. Failure to act within such period shall be deemed an abandonment of the grievance.

2. 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.

3. Level Two:

If the grievance is not resolved to the teacher's satisfaction within five (5) school days from the decision 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; and
- (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.

4. 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, the grievant may within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, 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 writings set forth in preceding paragraphs, a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action, and any additional written materials as requested by the Board. A copy of 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 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.

5. 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.

C. Miscellaneous:

1. A teacher may be represented by himself or, at his option commencing at Level Two, 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 above the informal level, and to make its views known.
2. A teacher 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 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.
4. 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.
5. 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 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 aggrieved teacher.
7. 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 follows:
1. A list of personnel covered by this Agreement, their salaries, and a summary of their steps on the guide, if available.
 2. A line item budget.
- B. 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 are 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 telephone and supplies shall be permitted at reasonable times when school is not otherwise in session.
 3. Reasonable use of scheduled interschool mail and mail boxes.
- 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, subject to PERC rules and regulations.
- D. Twelve (12) copies of all statements of changes or additions to Board policy shall be forwarded to the President of the Association within ten (10) school days of adoption by the Board of Education.
- E. An Association representative may speak to the teachers at the close of a Faculty Meeting at the request of the representative.

ARTICLE V

TEACHER RIGHTS

- A. All teachers shall be protected by, and shall enjoy all benefits provided by Chapter 123, Public Laws 1974.
- 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 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) 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.
- D. Any criticism by a supervisor, administrator, or Board member, of a teacher 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.

ARTICLE VI

TEACHER EMPLOYMENT

- A. 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. 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.
 4. A teacher who has not been engaged in other teaching activities shall, upon returning to the system, be restored to the next position on the Salary Schedule above that at which he/she left, in accordance with the above paragraphs.
- B. All teachers, including those returning from leave, shall be informed in writing, of their contract, tentative assignment, and salary status no later than April 30th of the school year, or any other date which may be fixed by law.
 - C. Teachers shall have a daily duty-free lunch period of at least the same duration as the student lunch.
 - D. 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. Teachers shall not be required to transport students.
 - F. Teachers whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.
 - G. Any non-tenured 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.

- H. 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, and it becomes necessary to use a staff member as a substitute, then the substitute teacher shall be compensated at the rate of \$5.00 per period including study hall, but not a home room.
- I. The practice presently in effect regarding release time when a specialist is teaching a class will be continued.
- J. The present policy of preparation time for the seventh and eighth grade teachers (i.e. five periods per week) will continue.
- K. The Board agrees to post notices in each school of the availability of any certificated position and to provide teachers with an opportunity to apply for such vacancies.

ARTICLE VII

SCHOOL CALENDAR

- 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 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
 - g. Issuance of Progress Reports
- C. The school calendar shall include:
 1. At least one or two (2) days prior to student attendance for classroom preparation.

ARTICLE VIII

LEAVES OF ABSENCE

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 in accordance with Title 18A:30-6.
3. Teachers shall be notified in writing of their accumulated sick leave days during September of each year.
4. Absences arising out of, or from work connected with, 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, 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).
 - (1.) Teachers may request full compensation for the following reasons:
 - (a.) Observance of religious holidays
 - (b.) Court appearance
 - (c.) Unexpected emergencies
 - (d.) College graduation of a child, stepchild, adopted child or spouse
 - (e.) House closing
 - (f.) Moving of household goods to a new place of residence

Temporary Leaves of Absence - continued

- (g.) Death of a relative other than those defined in Section B. 1. d. below, or a close friend, for no more than one full day.
 - (h.) Professional Improvement Leave not covered under Article VIII Section C., with the approval of the Superintendent.
 - (i.) Job interviews for teachers whose positions have been eliminated
 - (j.) Others with the approval of the Board
- (2.) Teachers may request compensation less the cost of a substitute for personal business which cannot be conducted outside of school hours and which is not vacation. Teachers, denied compensation less the cost of a substitute by the Superintendent for personal business leave requested under this section, may appeal within thirty (30) school days to the Board of Education for the reinstatement of the reduced compensation.
- b. Any unused personal leave provided for in 1.a. above shall be accumulated in succeeding years to a maximum of six (6) days, which may then be utilized by the teacher.
- (1.) for professional improvement not covered under Article VIII Section C, with the approval of the Superintendent or
 - (2.) for the care of a sick member of his/her family. Teachers shall be notified in writing of their accumulated personal leave days for these stated purposes no later than September of each year.

* Temporary Leaves of Absence - continued

- 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. Requests for other leaves of absence or extension of leave must be submitted in writing and may be granted by the Board.
 - 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. Failure to show cause will result in disciplinary action of a deduction from salary of 1/200 per day.
2. Leaves taken or granted pursuant to Section B. 1 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 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 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. 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 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 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 the following:
 - a. Caring for sick members of 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.

Extended Leave - continued

8. a. Upon return from leave granted under provisions of Section D.3, 4, and 5 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.
- b. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, unused personal days, and credits toward sabbatical eligibility shall be restored to him 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 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 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 of service in the River Vale School District.
 - c. 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.

Sabbatical Leave - continued

- d. 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.
- e. 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. 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 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 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 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.

Anticipated Disability Leave - continued

- c. All policies, practices, rules and regulations applicable to teachers 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 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 consideration.
- 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 female teachers, 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 placement or 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 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 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 teacher 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 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

Child Rearing Leave - continued

7. - continued
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.

ARTICE 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 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 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, 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.

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:

| | | |
|------------------------|---|----------|
| 16th and 17th year | - | \$300.00 |
| 18th year to 20th year | - | 500.00 |
| 21st year to 24th year | - | 700.00 |
| 25th year and over | - | 900.00 |

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 for longevity during an approved leave of absence but the period of such absence shall not be counted in determining his 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 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.

Salaries- continued

3. The Board agrees to pay Bedside Instructors and Supplemental Instructors, at a rate of \$9.00 per hour, following the State Guidelines for arranging teaching time.

Any hourly employee who works less than 20 hours a week shall not be entitled to fringe benefits such as leaves of absence, 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.

To qualify for the B.A. + 15 and M.A. + 15 and M.A. + 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 in accordance with Title 18A-27-6. Final checks will be issued upon completion of all obligations and duties as listed on the teachers' check list.

Salaries- continued

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.

C. Teacher Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by the 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.

D. 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.
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.

Salaries - continued

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 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.

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 15th 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 seventeen 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 and every year thereafter | 700.00 |

ARTICLE XII

EXTRA PAY FOR EXTRA SERVICE

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

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, and its designated carrier for annuities.

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 family coverage only where such coverage is specifically extended by the Board.
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 31st in behalf of a teacher who terminates employment as of June 30th.
 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. 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 only.
- B. The Board will attempt to provide to each teacher 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.

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 certified mail 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 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 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, 1979~~ and shall continue in effect until June 30, 1981. 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 and their respective secretaries.

RIVER VALE EDUCATION ASSOCIATION

By

Its President

By

Its Secretary

RIVER VALE BOARD OF EDUCATION

By

Its President

By

Its Secretary

SCHEDULE A - 2
 RIVER VALE PUBLIC SCHOOLS
 Salary Guide - 1980 - 1981

| STEP | <u>B.A.</u> | <u>B.A. + 15</u> | <u>M.A.</u> | <u>M.A. + 15</u> | <u>M.A. + 30</u> |
|------|-------------|------------------|-------------|------------------|------------------|
| 1 | 11,500 | 11,750 | 12,850 | 13,100 | 14,100 |
| 2 | 12,340 | 12,610 | 13,790 | 14,060 | 15,135 |
| 3 | 12,770 | 13,040 | 14,355 | 14,625 | 15,700 |
| 4 | 13,230 | 13,495 | 14,920 | 15,190 | 16,260 |
| 5 | 13,790 | 14,060 | 15,485 | 15,750 | 16,825 |
| 6 | 14,350 | 14,625 | 16,100 | 16,370 | 17,500 |
| 7 | 14,920 | 15,190 | 16,720 | 16,990 | 18,170 |
| 8 | 15,485 | 15,750 | 17,335 | 17,605 | 18,840 |
| 9 | 16,045 | 16,315 | 17,955 | 18,220 | 19,510 |
| 10 | 16,720 | 16,985 | 18,625 | 18,895 | 20,180 |
| 11 | 17,390 | 17,660 | 19,295 | 19,565 | 20,985 |
| 12 | 18,060 | 18,330 | 19,965 | 20,235 | 21,765 |
| 13 | 18,730 | 19,000 | 20,640 | 20,905 | 22,544 |
| 14 | 19,915 | 20,180 | 21,925 | 22,195 | 23,835 |
| 15 | 21,095 | 21,365 | 23,110 | 23,375 | 25,015 |
| Max | 22,435 | 22,705 | 24,585 | 24,855 | 26,305 |

Longevity: 16th and 17th Year - \$300
 18th to 20th Year - 500
 21st to 24th Year - 700
 25th Year and over - 900

Schedule B - 1979/1980

EXTRA PAY FOR EXTRA SERVICEZ

INTERSCHOLASTIC ACTIVITIES

| | |
|--------------------------|---------|
| Baseball Coach | 600.00 |
| Basketball Coach 2 @ 600 | 1200.00 |
| Wrestling | 500.00 |
| Track | 500.00 |
| Volleyball | 450.00 |

OTHER SPORTS ACTIVITIES

| | |
|---|--------|
| CoEd Bowling (2 sponsors/200 ea.) | 400.00 |
| Intramural Activities - Holdrum School Up to four activities at 162.50 for each sport delivered | 650.00 |
| Elementary Physical Activity Program - Roberge School | 550.00 |
| Elementary Physical Activity Program - Woodside School | 550.00 |

OTHER EXTRACURRICULAR ACTIVITIES

| | |
|---|---------|
| Yearbook 2 @ 250 | 500.00 |
| Art - Preparation and presentation of Art Shows and Displays (each sponsor) 4 @ 350 | 1400.00 |
| Music - Preparation and presentation of Music Programs (each sponsor) 4 @ 350 | 1400.00 |
| Cheerleading Squad for Inter-Scholastic Activities (only one for district) | 150.00 |
| Dramatics Club - Preparation and Presentation of all public performances (director @ 500) (Dramatics Assistance @ 150) (Art & Costumes @ 150) | 800.00 |
| Audio Visual - District Wide @ 475 Two Media @ 250 | 975.00 |
| Student Publication - School Newspaper and magazine for school or public distribution (minimum 3 issues) - one per school @ 200 | 600.00 |
| Student Council - Activity Sponsor | 300.00 |
| Science Club - Sponsor (1 per school @ 125) | 375.00 |
| Safety Patrol - Sponsor (1 per school @ 175) | 525.00 |
| Miscellaneous activities of all schools for sponsors of extra curricular activities requiring a commitment beyond the normal anticipated time for student groups, at the discretion of the Board, upon recommendation of the administration. | 1000.00 |