

AGREEMENT

BETWEEN

THE SADDLE RIVER BOARD OF EDUCATION

AND

THE SADDLE RIVER EDUCATION ASSOCIATION

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Saddle River Education Association as the exclusive bargaining representative for the employees as herein defined.
- B. The Board agrees not to negotiate with any organization seeking to represent the employees, other than the designated above, for the period covered by this agreement.
- C. The Board of Education of Saddle River, hereinafter called the "Board," and the Saddle River Education Association, hereinafter called the "Association," desire to execute this contract covering those matters which, through good faith and negotiation, have been agreed upon.
- D. General Definitions
 - 1. The term, "Association" when used herein shall mean the Saddle River Education Association.
 - 2. The term, "Board" means the Board of Education of Saddle River, and shall include its members, officers and agents.
 - 3. The term, "Employee" means all certified teaching personnel under contract with the Board, but excludes supervisory and executive personnel, auxiliary, substitute teachers, office, clerical, maintenance, and operating personnel.
 - 4. The use of any masculine pronoun herein shall include the feminine counterpart and singular shall include plural.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. After the presentation of the proposal, the Board and the Association shall present relevant data, exchange points of view and counter proposals. The Board will make available for inspection by the Association, on reasonable request, such records, data and information, as are public, not confidential and not the work product of the Board.
- B. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

- C. This agreement incorporates the entire understanding of the parties on all matters which were subject of negotiations.
- D. During the term of this agreement it shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. Negotiations for a successor agreement will begin no later than November 1, 2017.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by any employee, a group of employees, or the Association that, as to him/them, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee/employees.
2. 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-tenured employee;
 - b. Any matter for which method of review is provided by law or any regulation of the State Commissioner of Education or any matter beyond the scope of Board authority.
3. The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent, or any other employee excluded under General Definitions.
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association or by the Board to act on its or their behalf and to represent it to them.
5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the organization prevailing in this school district.
6. The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the

Superintendent in connection with the procedure herein established.

B. Procedure

1. An aggrieved employee shall first discuss his grievance orally with the Superintendent of Schools within ten (10) working days of the occurrence complained of or within ten (10) working days after he would reasonably be expected to know of its occurrence in an attempt to solve the problem. If the problem is not resolved to the satisfaction of the employee within ten (10) working days of such oral discussion, the employee shall then, within a period of ten (10) working days, file his grievance in written form with the Superintendent of Schools specifying:
 - a. The nature of the grievance, including specification of any claimed monetary damages or loss, where possible;
 - b. The results of the previous discussions or decisions;
 - c. The basis of his dissatisfaction with the determination previously rendered;
 - d. Specific citation of any Board procedure, administrative regulation or contract provision involved in the grievance.

Failure of the employee to act within said ten (10) working day period shall be deemed to constitute an abandonment of the grievance which shall not thereafter be processed.

2. Within ten (10) working 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 in interest shall receive due notice and have the right to be heard.
3. Within ten (10) working days after said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and all parties in interest, if there be any, of his determination.
4. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 2 and 3, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, may within ten (10) working days of failure of the Superintendent to act or within ten (10) working days of the determination by him, appeal to the Board for a review of the Superintendent's failure to act or his determination.
5. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraphs 1 and 3, 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, if there be any.

6. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse party who shall have the right to reply thereto. When the appellant desires a hearing by the Board, he shall incorporate such request in writing as part of his appeal for review, whereupon a hearing shall be held. The Board may delegate the conduct of any hearing to a sub-committee of the Board.
7. The Board shall make a determination within thirty (30) calendar days from the receipt of the appeal for review if no hearing is requested, or within thirty (30) calendar days after the hearing, if one is requested, and shall in writing notify the employee, and all parties in interest, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
8. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1975.
 - a. A request for advisory arbitration shall be made in writing no later than ten (10) working days following the determination of the Board. A copy of such request shall simultaneously be served upon the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert a demand.
 - b. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.
9. In any cases where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) working days of the issuance of said order, ruling or directive, or within ten (10) working days of the time when same has been brought to the employee's attention by filing with the Secretary of the Board, a written complaint setting forth:
 - a. the order, ruling or determination complained of;
 - b. the basis of the complaint;
 - c. a request for a hearing if a hearing is desired.

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

10. Upon receipt of a grievance filed under the provisions of Paragraph 9, the procedure shall be as set forth in Paragraphs 6 and 7.

C. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative. When a teacher is not represented by the Association, the Association shall have the right to be present and may be asked to state its views by either party to the grievance. Whenever the employee appears with a representative, the Board shall have the same right.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. Year End Grievance

A grievance filed at such a time that it couldn't be processed through all the steps by the end of the school year shall be continued into the summer adhering to the prescribed time limits (as with all time limits, both parties may agree to changes.)

2. Group Grievance

If a grievance affects a group of teachers, the group may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level two (2) of the procedure. Only the Association can carry a grievance past the second level of the procedure. The Association must be informed of all grievances.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their

designated or selected representatives heretofore referred to in this article.

ARTICLE 4

TEACHING HOURS AND TEACHING LOAD

A. Evening and School Programs

It is agreed by all concerned that school programs are the responsibility of the Superintendent and staff and that the scheduling of these school programs will be worked out between the Superintendent and the appropriate staff or staff members at opportune times during the school year.

Outside or in school programs, sponsored by such groups as the Home and School Association, will be handled by the Superintendent and appropriate staff members with the knowledge that teacher participation in these programs is voluntary. Every effort will be made to meet with the various sponsoring organizations as early as possible, so that the teachers may plan ahead for their personal participation.

B. Teacher Day

1. Teachers shall arrive prior to the start of school. Teachers will remain for a reasonable amount of time after school dismissal in order to complete their professional duties. The school day shall commence no earlier than five (5) minutes before 8:05 a.m. (i.e. 8:00 am.) and no later than five (5) minutes after 8:05 a.m. (i.e. 8:10 a.m.) and the total school day shall not exceed 401 minutes in length (i.e. 2:46 p.m. dismissal for an 8:05 a.m. start time).
2. If the need to change the official school days should arise during the contract period for any mechanical or educational reason, the Board will involve the teachers in the decision making process, with every attempt to be made to reach a mutually satisfactory decision.
3. The Board retains the final authority where situations beyond the control of the Board prevent the continuation of the official school day.
4. The Superintendent may assign necessary supervisory duties to teachers from 7:55 am until the start of school, and from dismissal until 2:55 pm.
5. The Superintendent shall make reasonable efforts to ensure that each teacher has a minimum of one (1) duty-free preparation period per day, and in any event each teacher shall have a minimum of five (5) duty-free preparation periods per week. Part-time teachers' preparation time will be prorated based upon part-time status. The Superintendent shall not be required to ensure that the number and frequency of such duty-

free preparation periods are equitably distributed among the teaching staff.

C. Faculty Meetings and Committee Meetings

1. Teachers will be required to stay for faculty and committee meetings upon, whenever possible, two (2) school days notice by the Superintendent for meetings on Wednesday, Thursday and Friday; and three school days notice for meetings on Mondays and Tuesdays. Teachers will be required to stay for such meetings no more than three (3) days each month, with a 4:00 p.m. deadline, provided that in the event three (3) meetings are held in one month, at least one of these meetings shall be for professional development. Staff participation in evening meetings, other than (i) evening conferences, as required; and (ii) "Back to School Night", will be voluntary. Every effort will be made to adhere to the above requirements, but if emergency situations prevail, the Superintendent will not be required to conform to the above stipulations.
2. In recognition of the importance of the empowerment of instruction through planned, integrated and interdisciplinary learning experiences, and individualized assistance to students, it is agreed that teachers will spend one additional hour block of time per week beyond the time specified in B. and C. 1 above. This hour is to be time teachers dedicate to, at the direction of the Superintendent, either (i) meeting with their colleagues to plan instructional experiences for the benefit of their students; or (ii) providing extra-help and individualized instruction assistance to students, either after school or during lunch hours. This 60 minute period can be broken into sub-60-minute increments, as reasonably agreed to between teacher and administrator. The hour dedicated to "team planning" in (i) above is to be reflected in teachers' lesson plans. The Superintendent may, at his discretion, under special circumstances, waive this additional hour, or alter its structure.

D. In-School Work Year

1. The start of the school year shall be the Wednesday following Labor Day, other than in circumstances where Labor Day falls after the first week of September, in which case the first day of school shall start before Labor Day.
2. There shall be one (1) additional professional development day added for teachers. The in-school work year for teachers shall not exceed one hundred eighty-eight (188) days. There shall be no more than one hundred eighty-two (182) pupil contact days, four (4) professional development days and two (2) emergency days.
3. The Board and/or Superintendent shall designate one day immediately prior to the students' start of school, dedicated to professional development, curriculum training or other training.

E. Curriculum Committee Membership

1. The Board recognizes the need to have professional input on any issue regarding curricular review or creation. Therefore, during the school year, teachers will participate in one (1) yearly major curriculum reform committee and one (1) yearly minor curriculum reform committee that researches, investigates, modifies or enhances a curriculum subject area. Teacher participation will include attending periodically scheduled meetings during and/or after the school day. Volunteers will be first selected, provided at least one teacher from each grade level participates in each of the major curriculum reform committees and a satisfactory number of teachers participate in each of the minor curriculum reform committees. Individual teachers will not be required to participate in more than one committee. Major curriculum subject areas are designated as Mathematics, Language Arts, Social Studies, Technology and Science.
2. The Board also recognizes the professionalism of the staff members serving on such curricular committees. Therefore, the Board agrees that any staff member involved in a curricular project that requires a time investment between July 1 and August 31 shall be reimbursed at the rate of \$80 per hour for the years 2015-2018, of this Agreement. The number of hours will be determined by the Superintendent.

F. In-service Programs

1. The Board of Education and the SREA recognize the value of in-service programs for the professional staff to be conducted on an ongoing basis as needs present themselves. Accordingly, in-service programs where teacher attendance is required by the administration will be held either during released time or will be counted towards the teacher's responsibility as stated in paragraph C above.
2. In-service activities of a voluntary nature will also be provided on an ongoing basis when there is sufficient voluntary interest on the part of the staff.
3. All teaching faculty hired after July 1, 2006, with less than one year of service in the Saddle River School District, shall work an additional three (3) days for in-service training in such initial year of employment.

G. Parent/Teacher Conferences

1. Fall conferences will be held on two or three days, as determined by the Board and Administration. One conference period will be held in the evening and either one or two conference periods will be held during the day.
2. Students will be dismissed each day at 12:15 p.m. Afternoon conferences will be scheduled from 1 p.m. to 3 p.m. Evening conferences will be scheduled from 7 p.m. to 9 p.m. as necessary. Teachers will use their best judgment as to scheduling afternoon/evening conference periods.

3. Classes requiring additional conference time will have substitutes provided. These requests shall be made to the Superintendent in a timely fashion according to teacher discretion as to the need for individual conferences.
4. Spring conferences shall be scheduled in a fashion similar to fall conferences. However, teachers shall have the discretion to determine the need for individual conferences for students in their class.

H. Substitutes

The Board of Education and the administration recognize the importance of providing consistent daily classroom instruction; therefore, the practice of using staff teachers as substitutes is deemed undesirable and shall be discouraged.

ARTICLE 5

LUNCHTIME DUTIES

The Superintendent shall be permitted to assign lunchtime supervisory duty to staff members who do not have homeroom teaching duties (for example, "Specials" teaching staff and part-time teaching staff). The Superintendent shall select as many of such staff as needed. The Board recognizes that lunchtime aides are useful and necessary, and the Board shall engage appropriate personnel to perform lunchroom and playground supervision. Participants in lunchtime supervisory duties shall not be due any additional compensation, and such duties shall be considered a part of their core responsibilities and compensation. Every effort will be made to give the teachers assigned a full, duty-free preparation period (46 minutes) immediately before or immediately after said duty.

ARTICLE 6

TEACHER EVALUATION

- A. The Board of Education believes in a humanistic approach to teacher evaluation, which respects the dignity of teachers, supervisors, students and parents. It is believed that improved teaching methods, increased student learning and fulfillment of personal goals will be fostered by such an approach and these will in turn lead to a high degree of initiative, a willingness to innovate and ultimately, to a school distinguished by dedication to the pursuit of excellence.

With this philosophy in mind, the administration will conduct all observations and evaluations of teaching staff members in accordance with New Jersey law.

1. All observations for teacher evaluation purposes will be done by fully certified and qualified educational supervisors or administrators.
 2. Teachers will be given copies of their evaluations pertaining to teaching done within the Saddle River school system.
 3. Teachers have the right to review their files periodically. This review must confine itself to all materials related to the Saddle River school experiences.
- B. No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer will be reviewed by the Superintendent or his designee and attached to the file copy.
- Teachers shall have the right to insert material on their behalf into their personnel file.
- C. If the Department of Education of the State of New Jersey alters the teacher evaluation process or format, the Board and SREA agree to immediately conform to the revised State format and process.

ARTICLE 7

SICK LEAVE

A. Types

1. Cumulative

Every teacher shall be allowed sick leave with full pay for twelve (12) school days in each school year. Said sick leave shall be cumulative, and any such sick leave day that remains unused at the end of any school year shall be carried from year to year unless and until it is used in any of such subsequent years.

2. Non-Cumulative

Non-cumulative sick leave shall be handled in accordance with N.J.S.A. 18A:30-6.

3. Transfer from Other Districts

The Board of Education will give fifteen (15) days sick leave to any teacher new to Saddle River for their first year. Only twelve (12) of the days are to be cumulative. The first twelve (12) days used are to be taken from the twelve (12) cumulative days. In order to qualify for the fifteen (15) days, the teacher must have at least five (5) unused accumulated sick leave days from another district in New Jersey.

4. Payment for Unused Sick Leave Upon Separation and Retirement

- a. After fifteen (15) years of service to the Saddle River School District, a teacher leaving the District will be compensated for accumulated sick leave. For any payment, teachers must have at least sixty-five (65) accumulated days. The first forty-five (45) of these days will not be reimbursed. The remaining twenty (20) days shall be reimbursed at the teacher's per diem rate, then in effect, to a maximum payment of \$6,000.
- b. A teacher retiring from the Saddle River School District with at least fifteen (15) years of experience in the Saddle River School District will be entitled to payment for accumulated, unused sick leave based upon the following criteria. Staff members employed on staff as of September 15, 2000, will have a cap, set forth as follows, to be paid upon retirement and meeting the requirements contained herein. Teachers who retire through the completion of 15 years shall have a cap of \$11,500. Teachers who retire after the completion of 16 years through the completion of 25 years shall have a cap of \$13,500. Teachers who retire after the completion of 26 years shall have a cap of \$17,000.

For teachers hired on or after September 1, 2015, there shall be no payment for unused sick leave days. Teachers hired after September 1, 2012 but before September 1, 2015 will be capped at \$3,000. All teachers hired after September 15, 2000, but before September 1, 2012 will be capped at \$6,000. The examples used below assume that the employee was on staff as of September 15, 2000.

- 1) Teachers must have at least 65 accumulated days. The first 45 of these days will not be reimbursed. The remaining 20 days shall be reimbursed at the teacher's per diem rate.
- 2) In addition, accumulated unused sick leave in excess of the first 65 days will be compensated as follows:
 - a) Through the completion of 15 years: payment will be based upon one (1) day paid for three (3) accumulated.

Example: 100 days accumulated and a per diem rate of \$269.

- A. 100 days less 65 days paid under 4. b. 1) above equals 35 days to be paid for

- B. Salary of \$53,800 divided by 200 for a per diem rate of \$269
- C. 35 days divided by 3 equals 12 (rounded to nearest whole number)
- D. 12 times \$269 equals \$3,228
- E. Payment under 1) equals 20 times \$269 or \$5,380
- F. The payment shall be \$8,608 (D+E).

- b) From the completion of sixteen years through the completion of 25 years: payment will be based upon one day paid for two accumulated

Example: 200 days accumulated and a per diem rate of \$323.29.

- A. 200 days less 65 days paid under 4. b. 1) above equals 135 days to be paid for
- B. Salary of \$64,658 divided by 200 for a per diem rate of \$323.29
- C. 135 days divided by 2 equals 68 (rounded to nearest whole number)
- D. 68 times \$323.29 equals \$21,938.72
- E. Payment under 1) equals 20 times \$323.29 or \$6,465.80.
- F. The payment shall be \$13,500 (maximum).

- c) From the completion of 26 years and up: payment will be based upon one day paid for four accumulated

Example: 265 days accumulated and a per diem rate of \$383.34.

- A. 265 days less 65 days paid under 4. b. 1) above equals 200 days to be paid for
- B. Salary of \$76,668 divided by 200 for a per diem rate of \$383.34
- C. 200 days divided by 4 equals 50 (rounded to nearest whole number)
- D. 50 times \$383.34 equals \$19,167
- E. Payment under 1) equals 20 times \$383.34 or \$7,666.80.
- F. The payment shall be \$17,000 (maximum).

- c. The "per diem" rate as used in 4a or b above is defined as $1/200^{\text{th}}$ of the employee's final year base salary.
- d. The Board may defer payment under 4.a.or b. above for up to one (1) year from the date of retirement. An employee may request that full or partial payment be made upon the date of retirement and the Board, to the extent possible, will honor such a request.
- e. If the employee dies prior to receiving his/her entitlement under 4 a. or b. above, said entitlement shall be paid to the employee's beneficiary of record or to the estate of the deceased.

5. Each teacher shall be given a written accounting of accumulated sick leave days no later than June 30, and teachers shall acknowledge the correctness of said report by affixing their signature.
6. Notwithstanding any provision of this Contract to the contrary, all employees are entitled to any greater benefits mandated by the Family and Medical Leave Act (FMLA) of 1993, as amended. Any leave period provided shall run concurrently with any FMLA leave to which the employee may be entitled.

ARTICLE 8

TEMPORARY LEAVES WITH PAY (WITHIN THE SCHOOL YEAR)

- A. All leave requests require approval of the Superintendent and, if possible, are to be presented to the Superintendent at least five (5) days before the leave date. No leaves before or after a holiday, vacation or recess will be approved unless special circumstances prevail.
- B. Up to three (3) days for professional improvement. Request may originate from Superintendent or Teacher (workshop, visitation, in-service, etc.).
- C. Three (3) days for necessary personal leave.
- D. A special form shall be available for any school related temporary leave not included herein. Such a leave will be subject to approval by the Superintendent.
- E. Up to 25 days per year, but no more than 35 days in any two consecutive years, may be taken for a documented, serious illness of a mother, father, spouse, or child(ren). Teachers shall, to the extent possible, make every effort to provide the Superintendent with information regarding the use of this leave. After the time periods set forth above, Teachers would have to utilize either their FMLA, unused personal days, unpaid leave time or unused vacation days.
- G. Male instructional personnel will be allowed three (3) days absence with pay for the purpose of a wife's hospital confinement for maternity.
- H. No leaves beyond these granted above, will be approved without permission of the Board of Education. The Board may grant additional days at the cost of substitute's pay, at full pay, or at no pay depending upon the reasons contained in the request for additional leave.
- I. Notwithstanding any provision of this Contract to the contrary, all employees are entitled to any greater benefits mandated by the Family and Medical Leave Act (FMLA) of 1993, as amended. Any leave period provided in this provision shall run concurrently with any FMLA leave to which the employee may be entitled.
- J. Notwithstanding any provision of this Contract to the contrary, all employees are entitled to any greater benefits mandated by New Jersey law.

ARTICLE 9

BEREAVEMENT LEAVE

- A. Up to five (5) days at one time can be taken for the death of an immediate family member. An immediate family member shall be defined as grandparents, parents, spouses, siblings, children and step-children.
- B. No more than one (1) day shall be taken for the death of the following members: aunts, uncles, cousins, step-grandparents, step-parents and step-siblings.

ARTICLE 10

EXTENDED LEAVES OF ABSENCE WITHOUT PAY FOR TENURED TEACHERS

- A. While the Board is most concerned with the individual teacher availability, thus assuring continuity of teaching method and approach, we are aware that certain situations may arise requiring the absence of a tenured teacher for a period of time. Such leaves, when granted, must conform to schedule arrangements required by the Board in order to assure proper teacher coverage. Grants of time, without pay, upon submission of a request and approval by the Superintendent would receive consideration in the following instances:
 - 1. Two (2) years for Peace Corps; Vista; Exchange; Fulbright and other similar programs.
 - 2. Two (2) years to teach in college.
 - 3. Maternity-Paternity Leave
 - a. If maternity leave commences between June 30th and September 30th, the maternity leave period shall be for the remainder of the present academic calendar terminating on the following September 1st.
 - b. If maternity leave commences after September 30th and prior to June 30th, the maternity leave period shall be for the remainder of the present academic calendar and continue for the following academic calendar (September 1st through June 30th).
 - c. If a male staff member wishes to assume primary child care, the same leave policy will apply.
 - d. Any teacher adopting an infant child shall receive similar leave, which shall commence upon his/her receiving de-facto custody of said infant or earlier if necessary to fulfill the requirements for adoption.
 - 4. Illness

Consideration to be given to requests for leave of absence up to one (1) year, for reasons of illness, after expiration of sick days. Since this area is dependent upon many unknown factors, it is felt that policy regarding illness is best handled on an individual teacher basis.

5. Up to one (1) year to care for sick member of family. Such leave to be granted for the remainder of a "school year" and the following full school year if necessary.
6. Qualifications for moving on the guide will be limited to college teaching, teaching while in Peace Corps, Vista or other circumstances to be considered on an individual basis.
7. In the event of leaves of absence for any of the reasons outlined above, a full-time teacher shall be required to be present and working for a minimum of 92 full days of student contact in such year of absence in order for such teacher to be eligible for (i) salary guide advancement and/or (ii) credit for such work year toward longevity credits. For part-time teachers, they will be required to be present and working for a minimum of 92 full days of student contact, multiplied by the percentage of a full-week which such part-time teacher typically works. For example, a teacher who works four days per week (or 80% of a full work week), must work 74 full days during such year of leave in order to be eligible for (i) salary guide advancement and/or (ii) credit for such work year toward longevity credits.
8. Notwithstanding any provision of this Contract to the contrary, all employees are entitled to any greater benefits mandated by the Family and Medical Leave Act (FMLA) of 1993, as amended. Any leave period provided in this provision shall run concurrently with any FMLA leave to which the employee may be entitled.
9. Notwithstanding any provision of this Contract to the contrary, all employees are entitled to any greater benefits mandated by New Jersey law.

ARTICLE 11

SABBATICAL LEAVES

Subject to the applicable New Jersey statutory provisions and any amendments thereto, the Board may grant sabbatical leave for study, including study in another area of specialization, for travel or other reasons of value to the school system providing:

1. No more than one (1) teacher be absent on sabbatical leave at a time and no such leave shall be granted more frequently than each year.

2. Request shall be received in writing by the Superintendent no later than January 1st; action to be taken no later than February 15th of the school year before commencement of the requested leave year.
3. The teacher has completed at least seven (7) consecutive full school years of service in the Saddle River School District.
4. The teacher shall agree to remain in the employ of the Saddle River School District for a period of not less than two (2) years following his return from sabbatical leave. In case of resignation within the two (2) years, the teacher shall refund to the Board such proportion of the salary paid during the leave as the unexpired proportion of two (2) years shall bear to said period of leave.
5. Upon return, the teacher shall be entitled to advance to the guide step which would be in force had no sabbatical leave been granted, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent. The Superintendent shall make an effort to return the teacher to the previous assignment if the teacher so desires.
6. Seniority of service in the Saddle River School District will prevail in case two (2) or more applications for sabbatical leave are received in any one (1) year.
7. The Board, upon the recommendations of the Superintendent, shall be responsible for granting all leaves. Leaves shall only be granted for one (1) full year and shall be paid at the rate of fifty (50%) percent of the teacher's salary scale for the sabbatical year. Salary payments to a teacher on sabbatical leave will be made along with the usual teacher salary payments during the school year in which the sabbatical leave has been granted.

ARTICLE 12

SALARY INCREMENTS

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

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.

2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefore, to the employee concerned.

ARTICLE 13

SALARIES AND MISCELLANEOUS COMPENSATION

A. Teacher Salaries

The Board agrees to provide for each period of the Agreement outlined below, the aggregate increase in salaries shall be as follows:

Effective July 1, 2015 and retroactive to that date, the base salaries of the Association and the Extra-Curricular Guides shall be increased by 2.5%.

Effective July 1, 2016, the base salaries of the Association and the Extra-Curricular Guides shall be increased by 2.5%.

Effective July 1, 2017, the base salaries of the Association and the Extra-Curricular Guides shall be increased by 2.5%.

Effective July 1, 2015, July 1, 2016 and July 1, 2017, there shall be an additional \$3,400.00 added to the salary guide of the Association.

Salary guides for each year of this Agreement are contained in Schedule A-1, A-2 and A-3. The parties agree to use the successor guide (Schedule A-4) as the base year in negotiations for the successor agreement.

The parties further agree to the following with regard to Longevity/Service Credits:

- (i) Step 18 on the salary guide shall signify 18 years of public teaching experience, except for teachers hired into the district on or after July 1, 2009, for whom Step 18 shall signify 18 years service in the district;
- (ii) Longevity/Service Credits of \$2,250 shall be paid for each year of this Agreement upon completion of Step 18;
- (iii) Longevity/Service Credits of \$1,750 shall be paid each year of this Agreement for achievement of 22 years of public teaching experience, except for teachers hired into the District on or after

July 1, 2009, for whom achievement of 22 years service in the district will be required:

- (iv) Longevity/Service Credits of \$850 shall be paid for each year of this Agreement at the beginning of each of 26, 30, 34 and 38 years of service in the district:
- B. Teachers supervising approved, year-long activities shall be compensated as follows: 2015-2016 - \$871.00 per year, 2016-2017 - \$893.00 per year, 2017-2018, \$915.00 per year.
- C. Teachers volunteering to supervise approved school activities that are not included in B. above and may meet or be held for short duration (i.e. school dance) shall be compensated at the following rate: 2015-2016 - \$82.00 per hour, 2016-2017 - \$84.00 per hour, 2017-2018 \$86.00 per hour
- D. There shall be designated one Athletic Coordinator to oversee all athletic activities and extracurricular sports programs, which position shall be compensated at the following rate: 2015-2016 - \$3,229 per year, 2016-2017 \$3,309 per year, 2017-2018 - \$3,392 per year.
- E. Teachers who provide services as coaches of approved extra-curricular sports shall be compensated at the average prevailing rate paid by the district to non-teaching staff coaches.
- F. Teachers assigned to home-bound instruction shall be compensated at an hourly rate of pay as outlined in paragraph C above.

ARTICLE 14

INSURANCE

- A. The Board shall provide to employees and their eligible dependents the following group health insurance plans:
 - 1. N.J. School Employees' Health Benefits Program.
 - 2. Horizon Healthcare Dental Plan, with \$1,000 Orthodontia Rider and \$2,500 calendar year maximum per employee, or its equivalent.
- B. The Board will continue to fund a maximum amount of no more than \$1,750 per covered employee, with a maximum total amount to the District of \$50,000 during each year of this Agreement towards dental coverage. Any cost beyond the Board's portion for this Dental Plan must be apportioned equally among the SREA members receiving the benefits of this Dental Plan.
- C. Any teacher may, through notice to the Superintendent, elect to opt out of the health and/or dental benefits provided herein. In such event, the teacher shall be permitted to receive, in the form of additional compensation, a percentage of such premium reduction experienced by the district as follows:

- (i) 50% in the case of benefit plans other than the N.J. School Employees' Health Benefits Program, or
- (ii) 25%, capped at \$5,000, in the case of the N.J. School Employees' Health Benefits Program

Upon notice to the Superintendent, any teacher may re-enroll into the health and/or dental benefits, and in such case shall no longer be eligible to receive such extra compensation. Payments under this paragraph C shall be made in prompt fashion, after all required calculations are made.

ARTICLE 15

PROFESSIONAL DEVELOPMENT

- A. The Board recognizes the value of continuing study and participation in workshops, seminars and courses for professional development, which enrich our total teaching concept. The Board will, therefore, direct the Superintendent to consider for approval professional involvement reimbursement requests as set forth below:
1. If reimbursement for course cost or horizontal movement on the salary guide is expected, an "approval of courses" form must be submitted to the Superintendent for the Superintendent's approval of all graduate credits prior to registration for a course. The Board reserves the right of final approval, as it deems appropriate.
 2. Horizontal advancement on the salary guide shall be accomplished by satisfactory completion of graduate credits which have been approved, at an accredited college or university in the field of education with a grade of B or better or a passing grade in a pass/fail situation. Horizontal advancement shall be granted twice per year — for course completion between September 1 and January 30, and February 1 and June 30. Advancement shall occur with course completion, provided such completion is verified within 60 days by a copy of the school's official transcript demonstrating proof of credits earned.
 3. Reimbursement requests for all other professional involvement that would be of value to the school must be submitted to the Superintendent for approval prior to enrollment. Notwithstanding that, in prior years, course approvals may have been freely given under this provision; past practice shall not be grounds for a grievance under this section. Courses related to job descriptions will be given prime consideration.
 4. The maximum amount allowed per teacher per school year for all approved graduate courses with a grade of B or better or a passing grade in a pass/fail situation shall be based on the published tuition cost, then in effect, of six graduate course credits for New Jersey residents at Rutgers University for any such applicable year. The aggregate reimbursement cost for graduate courses shall not exceed

\$15,000 per year for the duration of this Agreement. All reimbursements shall be made at the end of the school year. The cost of all approved professional workshops, seminars and conferences shall be borne by the Board and shall not be subject to the per-person maximum amount or aggregate cap.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and presented to each teacher now employed or hereafter employed.

No later than May 15th of each school year, a list of known vacancies or promotional positions which pay a salary differential, which may occur during the following school year, shall be delivered by the Superintendent to the Association. Teachers must respond in writing to notifications of vacancies or promotional positions within fifteen (15) days. In cases where vacancies occur after August 10th, applications must be returned within five (5) days. If any opening occurs during summer vacation, teachers will be notified by email. Application for a position does not necessarily mean a person will be employed in that position.

The parties will establish a Liaison committee which shall meet with the Superintendent as necessary by mutual agreement to review and discuss local school problems and practices. The membership of the committee shall consist of one (1) member representing primary teachers, one (1) member representing upper grade teachers, one (1) member representing specialists. Membership in this committee shall be chosen by SREA membership vote and shall be on a non-paid, volunteer basis.

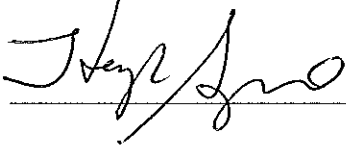
ARTICLE 17

DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2015** and shall continue in effect until **June 30, 2018**. 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.

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president and attested to by its secretary, this 23rd day of Feb, 2016.

SADDLE RIVER
BOARD OF EDUCATION



SADDLE RIVER
EDUCATION ASSOCIATION



SALARY GUIDES
Schedule A-1

YEAR 1
2015-16 *Saddle River*

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,113	52,953	55,642	57,561	58,586	61,063
2	50,513	54,097	56,785	58,578	59,729	62,207
3	52,713	55,289	57,976	59,640	60,920	63,399
4	55,113	56,567	59,256	60,792	62,198	64,436
5	57,207	57,848	60,536	61,912	63,481	65,958
6	58,871	59,127	61,817	63,033	64,706	67,238
7	60,153	60,536	63,095	64,151	66,040	69,159
8	61,433	62,072	64,377	65,272	67,545	71,334
9	62,713	63,609	65,544	66,552	69,810	72,442
10	64,013	65,421	66,958	68,878	72,334	75,458
11	65,513	67,432	68,841	71,400	73,961	77,480
12	67,243	69,931	71,211	74,283	78,355	81,690
13	73,743	75,034	76,743	77,743	80,375	84,453
14	73,743	75,034	77,301	80,246	84,213	87,053
15	73,743	75,034	80,756	85,366	87,672	90,874
16	73,743	75,034	85,822	89,634	91,606	94,417
17	73,743	75,034	91,147	93,901	95,272	97,464
18	73,743	75,034	101,334	102,322	104,847	106,812

Schedule A-2

YEAR 2

2016-17 Saddle River

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,773	53,613	56,302	58,221	59,246	61,723
2	50,973	54,557	57,245	59,038	60,189	62,667
3	52,873	55,449	58,136	59,800	61,080	63,559
4	55,273	56,727	59,416	60,952	62,358	64,596
5	57,367	58,008	60,696	62,072	63,641	66,118
6	59,031	59,287	61,977	63,193	64,866	67,398
7	60,313	60,696	63,255	64,311	66,200	69,319
8	61,593	62,232	64,537	65,432	67,705	71,494
9	62,873	63,769	65,704	66,712	69,970	72,602
10	64,173	65,581	67,118	69,038	72,494	75,618
11	65,673	67,592	69,001	71,560	74,121	77,640
12	67,673	70,361	71,641	74,713	78,785	82,120
13	74,493	75,784	76,993	77,993	80,625	84,703
14	74,493	75,784	77,551	80,496	84,463	87,303
15	74,493	75,784	81,006	85,616	87,922	91,124
16	74,493	75,784	86,072	89,884	91,856	94,667
17	74,493	75,784	91,397	94,151	95,522	97,714
18	74,493	75,784	102,084	103,072	105,597	107,562

Schedule A-3

YEAR 3

2017-18 Saddle River

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,773	53,613	56,302	58,221	59,246	61,723
2	50,973	54,557	57,245	59,038	60,189	62,667
3	52,873	55,449	58,136	59,800	61,080	63,559
4	55,273	56,727	59,416	60,952	62,358	64,596
5	57,367	58,008	60,696	62,072	63,641	66,118
6	59,031	59,287	61,977	63,193	64,866	67,398
7	60,313	60,696	63,255	64,311	66,200	69,319
8	61,593	62,232	64,537	65,432	67,705	71,494
9	62,873	63,769	65,704	66,712	69,970	72,602
10	64,173	65,581	67,118	69,038	72,494	75,618
11	65,673	67,592	69,001	71,560	74,121	77,640
12	67,673	70,361	71,641	74,713	78,785	82,120
13	74,718	76,009	76,993	77,993	80,625	84,703
14	74,718	76,009	77,551	80,496	84,463	87,303
15	74,718	76,009	81,006	85,616	87,922	91,124
16	74,718	76,009	86,072	89,884	91,856	94,667
17	74,718	76,009	91,397	94,151	95,522	97,714
18	74,718	76,009	102,309	103,297	105,822	107,787

Schedule A-4

**BASE YEAR
GUIDE FOR
SUCCESSOR
AGREEMENT**

Saddle River

Salary Guide		BA	BA+15	BA+30	MA	MA+15	MA+30	
	Step							
1	1-2	50,973	54,557	57,245	59,038	60,189	62,667	
2	3	52,873	55,449	58,136	59,800	61,080	63,559	
3	4	55,273	56,727	59,416	60,952	62,358	64,596	
4	5	57,367	58,008	60,696	62,072	63,641	66,118	
5	6	59,031	59,287	61,977	63,193	64,866	67,398	
6	7	60,313	60,696	63,255	64,311	66,200	69,319	
7	8	61,593	62,232	64,537	65,432	67,705	71,494	
8	9	62,873	63,769	65,704	66,712	69,970	72,602	
9	10	64,173	65,581	67,118	69,038	72,494	75,618	
10	11	65,673	67,592	69,001	71,560	74,121	77,640	
11	12	67,673	70,361	71,641	74,713	78,785	82,120	
12	13	74,718	76,009	76,993	77,993	80,625	84,703	
13	14	74,718	76,009	77,551	80,496	84,463	87,303	
14	15	74,718	76,009	81,006	85,616	87,922	91,124	
15	16	74,718	76,009	86,072	89,884	91,856	94,667	
16	17	74,718	76,009	91,397	94,151	95,522	97,714	
17	18	74,718	76,009	96,853	98,724	100,672	102,751	*New Step
18	19	74,718	76,009	102,309	103,297	105,822	107,787	

