

4-0091 00-77

AGREEMENT

By and Between

RIVER DELL REGIONAL

BOARD OF EDUCATION

and

RIVER DELL

EDUCATION ASSOCIATION

Effective: July 1, 1989 through June 30, 1991

LIBRARY
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A G R E E M E N T

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

ARTICLE I - RECOGNITION

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

- Teachers
- Librarians/Media Specialists
- Nurses
- Guidance Counselors
- Social Workers
- Psychologists
- Hourly Employees for Salary Only
- Supplementary Instruction Teachers
- Learning Disability Teacher Consultants
- Speech Therapists

but excluding:

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

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

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

ARTICLE II - GRIEVANCE PROCEDURE

2.1 Definition

A grievance shall mean a complaint of a personal loss by a teacher (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative decision governing or affecting teachers. However, the term "grievance" shall not apply to any matter (a) which is a complaint of a nontenure teacher arising by reason of his not being reemployed, or (b) which is a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not required, (c) a matter affecting a teacher arising by the reason of the application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the teacher within thirty calendar days from the time when the teacher knew or should have known of its occurrence. As used in this definition, the term "teacher" shall mean also a group of teachers having the same grievance.

2.2 Purpose

Any individual teacher or group shall have the right to present a grievance affecting him. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance or to request a representative, and the Association shall appoint the representative. The teacher has a right to have a representative appear with him commencing with Level Two and all subsequent levels of the Grievance Procedure.

2.3 Procedure

A. Level One:

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

B. Level Two:

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

- i. The nature of the grievance.
- ii. The nature and extent of the loss, injury or inconvenience.
- iii. The results of previous discussions.
- iv. His dissatisfaction with the decisions previously rendered.

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

C. Level Three:

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

D. Level Four

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

E. Level Five

- i. If the grievant is not satisfied with the disposition of the grievance at Level Four, the Association may submit the grievance to advisory arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
- ii. Within ten (10) school days after such submission for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, either shall request the American Arbitration Association to appoint an arbitrator.
- iii. The arbitrator shall confer with the representative of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.
- iv. The costs for the services of the arbitrator, including per diem expenses and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- v. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute; the time lost by the teacher must either be without pay or charged to personal time; however, if the arbitrator subpoenas a teacher to attend the arbitration proceedings as a witness, this teacher shall not suffer loss of pay.
 - vi. Notwithstanding the above, the parties agree that not more than one (1) arbitration per contract year (non-cumulative) may be submitted to an arbitrator, whose decision shall be final and binding upon the parties. The Association shall have the right to designate which arbitration shall be so binding, provided such designation is made and communicated in writing prior to the commencement of the arbitration in question. The Association's choice shall be limited to a grievance which must have reached Level Two of the grievance procedure in any contract year governed by the Agreement.
- 2.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. However, either party may request one extension of ten school days at levels Two, Three or Four and if either party requests it, it shall be granted.
- 2.5 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulation of the Board until such grievance and any effect thereof shall have been fully determined.
- 2.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

ARTICLE III - SALARIES

3.1A Index Guide for 1989-1990 and 1990-1991 School Years

<u>Step</u>	<u>BA</u>	<u>BA+16</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>PhD</u>
1	1000	1050	1100	1150	1200	1250	1300
2	1050	1100	1150	1200	1250	1300	1350
3	1100	1150	1200	1250	1300	1350	1400
4	1150	1200	1250	1300	1350	1400	1450
5	1210	1260	1310	1360	1410	1460	1510
6	1270	1320	1370	1420	1470	1520	1570
7	1330	1380	1430	1480	1530	1580	1630
8	1390	1440	1490	1540	1590	1640	1690
9	1450	1500	1550	1600	1650	1700	1750
10	1510	1560	1610	1660	1710	1760	1810
11	1570	1620	1680	1730	1770	1820	1870
12	1630	1680	1750	1800	1840	1890	1940
13	1690	1740	1810	1860	1910	1960	2010
14			1880	1930	1970	2020	2070
15					2040	2090	2140

3.1B Teachers' Salary Guide - 1989-1990 (BA 1 = 8% Increase over 1988-1989)

<u>Step</u>	<u>BA</u>	<u>BA+16</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>PhD</u>
1	25911	27207	28502	29798	31093	32389	33684
2	27207	28502	29798	31093	32389	33684	34980
3	28502	29798	31093	32389	33684	34980	36275
4	29798	31093	32389	33684	34980	36275	37571
5	31352	32648	33943	35239	36535	37830	39126
6	32907	34203	35498	36794	38089	39385	40680
7	34462	35757	37053	38348	39644	40939	42235
8	36016	37312	38607	39903	41198	42494	43790
9	37571	38867	40162	41458	42753	44049	45344
10	39126	40421	41717	43012	44308	45603	46899
11	40680	41976	43530	44826	45862	47158	48454
12	42235	43530	45344	46640	47676	48972	50267
13	43790	45085	46899	48194	49490	50786	52081
14			48713	50008	51045	52340	53636
15					52858	54154	55450

31.C Teachers' Salary Guide - 1990-19991 (BA 1 = 8 1/2 Increase over 1989-1990)

<u>Step</u>	<u>BA</u>	<u>BA+16</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>PhD</u>
1	28114	29520	30925	32331	33737	35143	36548
2	29520	30925	32331	33736	35143	36548	37954
3	30925	32331	33737	35143	36548	37954	39360
4	32331	33737	35143	36548	37954	39360	40765
5	34018	35424	36829	38235	39641	41046	42452
6	35705	37110	38516	39922	41328	42733	44139
7	37392	38797	40203	41609	43014	44420	45826
8	39078	40484	41890	43296	44701	46107	47513
9	40765	42171	43577	44982	46388	47794	49200
10	42452	43858	45264	46669	48075	49481	50886
11	44139	45545	47232	48637	49762	51167	52573
12	45826	47232	49200	50605	51730	53135	54541
13	47513	48918	50886	52292	53698	55103	56509
14			52854	54260	55385	56790	58196
15					57353	58758	60164

3.2 Teachers who have earned a Bachelor's Degree, Bachelor's Degree plus 16 credits, Master's Degree, Master's Degree plus 16 credits, Master's Degree plus 32 credits, Master's Degree plus 48 credits, or a Doctor's Degree, will be placed on the appropriate guide.

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

3.3 All credits to be counted for advancement to the doctoral level, and all credits to be counted for advancement to the Master's plus levels, must be earned after the teacher has received his Master's Degree. An exception will be made for teachers who were in the River Dell system prior to July 1, 1966, and who earned graduate credits in a nondegree program prior to July 1, 1966. They will be permitted at any time to apply these credits toward the "plus levels" on the guide.

3.3A Staff members employed as of 9/1/88 who are presently being paid on the BA+16 column are eligible for an additional \$1000 above their proper step and amount on the BA+16 guide as of September 1, 1989 providing they meet all the following requirements:

1. Credits must have been earned as of 9/1/88 and;
2. Graduate credit courses taken at an accredited college or university within the area of classroom teaching certification(s) up to a limit of two such certifications and;

Up to a total of three graduate courses in either of the areas of guidance, psychology, and reading, or a combination of the above.

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

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

3.5B The School Administration, with advice and assistance of the selected teacher or teachers, may assign fifteen hours of inservice work to any teacher during each of the 1989/1990 and 1990/1991 school years. Each teacher will receive one inservice credit for each fifteen hours of time used during his conference periods or out of school time. The administration will determine when the inservice work has been successfully completed and the credit applied. The teacher will accept at least one such assignment, but, if at any time he has a complaint about the evaluation of the assigned inservice work, he can ask for a review by a committee consisting of the Curriculum Coordinator, Department Supervisor, and Principal.

3.6 The term "credit," as used herein, shall mean one full semester credit.

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

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

2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board, within 30 days of notification. 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 10 days, give written notice of this action, together with the reasons therefor, to the employee concerned.
- 3.8 There shall be a total longevity allowance for each qualifying employee, which shall be a total of \$650 in each year starting with the 15th year of service in the district, and a total of \$900 in each year starting with the 20th year of service in the district, which shall be included in and part of the employee's base salary.
- 3.9 Salaries of the following shall be the Teachers' Salary Guide, plus the stated increments. These increments will be in proportion to actual time worked.

Guidance Counselor	\$3290
School Psychologist.	3290
Librarian/Media Specialist	3290
Learning Disability Teacher Consultant	3290
Social Worker	3290

For the 1990-1991 school year, the above increment shall be increase to \$3570.

- 3.10 The following categories of individuals if employed during the summer shall be paid at a daily rate of $\frac{3}{4} \times \frac{1}{200}$ of their annual base salary:

Guidance Counselor
 Librarians/Media Specialist
 Distributive Education
 Cooperative Industrial Education

For 1990-1991, the same daily rate formula shall apply.

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

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

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

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

3.12A All teachers will be paid two hundred dollars (\$200) on the first Friday of the first week of school to help defray expenses up to September 15. On that date, they will receive the remainder of their regular mid-month pay.

B Salary checks will be issued on the 15th and last day of every month, whenever possible, except when these are nonworking days. In the latter case, check will be issued on the last working day preceding the regular pay day.

C Teachers may advise the Board Secretary in writing, by August 15 or each year, their selection of a 12-month (21 payment) salary plan. If such notice is not received, the employee's salary shall continue to be paid over a 10-month (20 payment) period.

3.13 Coaches shall be paid in accordance with Schedule A. The Board reserves the right to cancel a sport or a coaching position if it decides the activity does not warrant either.

3.14 Extra-curricular salaries shall be paid in accordance with Schedule B. The Board reserves the right to discontinue an activity unilaterally.

3.15 Teachers who have been continuously employed since the preceding September 30th shall receive their contracts or salary statements for the ensuing year no later than April 30th of the present year. Nonreturn of the signed contract or salary statement within thirty days of receipt will constitute resignation on the part of the teacher. Whenever possible, the superintendent shall, by April 1, give written notification to each individual who may not be offered a contract for the following year.

Teachers who have not returned their contract or salary statement in accordance with this provision shall receive a written reminder five days prior to June 1 or the thirtieth day, whichever is later.

3.16 The Board shall grant full credit up to three years for those teachers employed in the River Dell School District prior to June 30, 1971, and may grant full credit up to three years for those who are employed thereafter, for the time spent in the military service, Peace Corps, and VISTA. It shall be the responsibility of the teacher to provide adequate proof of such service.

3.17 The Board shall pay the sum of \$23.75 per hour to teachers engaged in homebound instruction for the 1989-1990 school year, and \$25.77 per hour for the 1990-1991 school year.

3.18 To teachers engaged in driver education instruction, the Board shall pay sums as listed for:

	<u>1989-90</u>	<u>1990-91</u>
a. Over-the-road, per hour	\$19.22	\$20.85
b. Simulation class instruction, per hour	23.84	25.87
c. Driver Education Coordinator, per annum	1,742	1,890

3.19 Supplementary teachers employed on an hourly basis shall be paid at the rate of \$23.75 per hour for the 1989-1990 school year, and \$25.77 per hour for the 1990-1991 school year.

3.20 RIVER DELL SUMMER SCHOOL - Salary Guide

	<u>1989-90</u>	<u>1990-91</u>
Step I 0-3 years' experience at River Dell or teachers from other schools	\$2,732	\$2,964
Step II 4-10 years' experience at River Dell	2,928	3,177
Step III 11 or more years' experience at River Dell	3,099	3,362
Director of Music Program stipend	894	970

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

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

- a. The teaching staff member must have completed not less than twenty (20) full years of service with the River Dell Regional Board of Education at the end of the school year at which the voluntary retirement shall commence, and

- b. The teaching staff member must have completed a full year of service with the River Dell Regional Board of Education and the retirement must commence no earlier than the regular and routine end of a full school year; any teaching staff member that retires and/or leaves prior to the regular and routine end of the school year, notwithstanding the achievement of twenty years of service shall not, under any circumstances whatsoever, be eligible to apply for or receive the benefit provided for in this Article 3.21, and
- c. The teaching staff member must inform the River Dell Regional Board of Education in writing on or before December 1 in any school year of his or her intention to retire from service at the end of that school year the following June; any teaching staff member who fails to inform the Board of Education in writing of his/her intention to so retire on or before December 1 shall not be eligible to apply for or receive the benefits provided by this Article 3.21; notwithstanding the intention of the preceding language in this Paragraph "3", if an emergency situation arises, any teacher who finds that he/she must retire and leave in June due to circumstances beyond his/her control, but which teacher has failed to so notify the Board of Education on or before the December 1st deadline, said teacher may appeal to the Board of Education for a waiver of this condition contained in Paragraph "3"; the Board may but shall not be required, to grant such a waiver if, in its sole, absolute and exclusive discretion, the Board finds that the circumstances presented by the teacher justify the granting of a waiver. The Board's decision shall be final, binding and conclusive upon all of the parties and shall not be grievable under and in accordance with the contractual grievance procedure, and
- d. The teaching staff member must have accumulated not less than fifty (50) unused sick days at the time of the commencement of his/her retirement; any teaching staff member having less than fifty (50) unused accumulated sick days at the time of the commencement of his/her retirement shall forfeit compensation for the same upon his/her retirement, and
- e. Notwithstanding anything herein to the contrary, the benefit herein provided shall be and is strictly limited to compensation at the aforementioned daily rate (\$30.00) for one-half of a teaching staff member's accumulated unused sick days not exceeding two hundred thereof and in any event such benefit shall never exceed the sum of Three Thousand and 00/100 (\$3,000.00) Dollars.

ARTICLE IV - LEAVE OF ABSENCE

4.1 SHORT TERM LEAVE

A. No Deduction of Pay

i. Personal Illness

- a. Teachers shall be entitled to 10 days' absence each year for personal illness only. Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.

- b. All sick leave days not taken while employed by the River Dell system may be accumulated without limit, beginning September 1, 1954.
- c. Teachers shall be given a written accounting of their accumulated sick leave days no later than September 15th of each school year.
- d. Emergency Sick Leave. In the event of an extended illness which exhausts all of a teacher's accumulated sick leave days, the Board shall grant additional emergency sick leave days to be calculated as follows: four (4) times the accumulated sick leave days as of the first day of the current school year. This emergency sick leave shall not exceed ninety (90) days for a nontenure teacher, nor one hundred eighty (180) days for a tenure teacher. The use of this Paragraph (d) shall not affect accumulation in future years of sick leave days.
- e. Payment for these Emergency Sick Leave Days shall be at full salary.
- f. The provisions of Article IV, Paragraph 4.2C shall apply to Emergency Sick Leave.
- g. Teachers employed in the Summer School program shall be granted one (1) noncumulative sick leave day.

ii. Death in Immediate Family

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

iii. Death of Relative

For the death of a relative outside the immediate family (such as aunt, uncle), one day will be granted.

iv. Government Mandate

Recognized Government mandates over which the educational teacher has no control will be honored.

v. Personal Business

For personal business, subject to the prior application to Building Principal, approval by Superintendent of Schools, and an assertion by the teacher that the reason for the absence is allowable within the intent of the 600 Series Board Policy Manual, two days each year will be granted.

Except for personal business days requested immediately preceding or following a holiday, which are controlled by the immediately succeeding paragraph, teachers desiring to take a personal day under this provisions shall be required to specify one of the "reasons" listed in the "600 Series" of Board policy. For not more than one of the personal business leave days requested, a teacher may specify as the listed reason "a matter of such personal concern that it cannot be disclosed."

Personal days requested immediately preceding or following a holiday may be taken, provided specific reasons are stated in the application submitted for the personal day and written approval of the Principal is received.

vi. Religious Holiday

Up to three (3) days may be allowed to staff members upon approval of the Superintendent, for principal religious holidays when the staff member's religious beliefs require that he not work on such days.

vii. Summer School

For teachers employed in the summer school, article 4.1, A ii and iii apply.

B. Deduction for Substitute's Pay

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

i. Death in Immediate Family

Absence extending beyond the time granted.

ii. Court Action

In case of absence from duty in response to a jury summons or a subpoena to be a witness in an action in which the teacher is not involved, the amount of the witness or juror's fee shall be deducted from the salary of the teacher and applied to the substitute's pay.

iii. End of Year Leave for Faculty

Any faculty member who has contracted to return to River Dell in September and has been recommended by his building Principal with approval by the Superintendent of Schools may absent himself during the last week of school in order to attend an institute which will contribute to his background and education in his subject teaching area and have direct benefit to the school system. In such a case, a substitute's pay will not be deducted from the teacher's salary. If the teacher has not been contracted to return in September, a full deduction in payment will be made for the period of leave.

If, for any reason, a member of the staff must leave before the closing of school, he will submit a request to the Superintendent for Board approval. The final payment of the contractual salary will be made to staff members on the day they are released for the summer vacation.

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

D. Deduction of Full Pay

The Superintendent will approve or disapprove payment for all other absences for reasons not specified hereinabove.

4.2 Extended Leave of Absence, Except Maternity

A. Qualification

Except for those drafted into military service, only teachers will tenure will be eligible for extended leaves of absence.

B. Application

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

C. Personal Illness

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

D. Sabbatical Leave

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

ii. General

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

- b. When formal college credit has been granted during the leave, the presentation of an official transcript will be required by the Superintendent.
- c. When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.
- d. Summer Sabbatical. A teacher may apply for a sabbatical covering three consecutive summers and leading to completion of a program of study or research.

iii. Limited Applications

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

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 the first day of March. In the event that a program to be used as the basis of a Sabbatical leave request could not have been known by an applicant prior to the first of March, then the request cut-off date for that applicant shall be extended to one month from the time the program became known, but in no event later than April 1.

Written confirmation of receipt of the request should be issued by the Superintendent within two weeks, and written notification of the disposition of the request no later than April 30.

iv. Salary

Sabbatical leave shall be granted for a period of up to one year at 60% salary for the time involved. Salary for the summer sabbatical shall be one half the following year's salary for the time involved.

v. Eligibility

Consideration will be given only to those presenting sabbatical leave plans which involve self-improvement and benefit to the school system. Members of the professional staff shall become eligible for a full-year sabbatical leave after they have completed seven consecutive years of service in the system. Eligibility for another full-year sabbatical leave shall be re-established after seven consecutive years of service following any previous sabbatical leave. Members of the professional staff shall become eligible for a summer sabbatical leave after they have completed five consecutive years of service in the system. Eligibility for another summer sabbatical leave shall be re-established after five consecutive years of service following any previous sabbatical leave.

vi. Return

A condition attached to the granting of Sabbatical leave shall be the agreement on the part of the applicant to return to the River Dell Regional Schools for at least one year of service after the conclusion of the Sabbatical leave. If the teacher does not return as per agreement, then he is indebted to the Board of Education for the salary received while on Sabbatical. Upon return from Sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

vii. Age Limit

Sabbatical leave shall not ordinarily be granted to a staff member above the age of 62 or as the fulfillment of the final contract year.

viii. Sabbatical Leave Shall Not Be Cumulative

E. The Board agrees that up to two (2) tenure teachers designated by the Association may, upon request in writing, be granted a leave of absence without pay of exactly one (1) year for the purpose of engaging in activities of the Association or its affiliates.

F. Return

All leaves of absence are granted from the River Dell Regional Schools System and not for a specific position herein.

G. Notification of Return

By March 1 immediately preceding the school year in which a teacher is due to return from an extended leave, he must signify his intent, in writing, to the Superintendent. Failure to comply with this regulation will be considered a resignation. All teachers on extended leave will be given a written reminder of this obligation not later than February 15.

H. Contract Status

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

I. Experience Credit

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

J. Restriction

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

4.3 Maternity Leave of Absence

A. Separation from System

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

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

B. Notification

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

C. Adoption of an Infant

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

D. Duration of Leave

The teacher on such leave of absence must return only in the first or second September following the birth of the child. Specific permission to rejoin the staff at a sooner or later time may be granted by the Board. The teacher shall inform the Board in writing of her intention to return in September by the preceding March 15. Failure to return on promised date shall result termination of leave. The Board may at its discretion grant an extension of this leave.

E. Return

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

F. Interrupted Pregnancy

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

4.4 Other Leaves for Service or Scholarship

A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, or VISTA, and is a full-time participant in either program, or who receives and accepts a Fulbright Scholarship.

ARTICLE V - HEALTH INSURANCE

5.1 A. The Board shall provide to all full-time teachers the following health care insurance through the New Jersey Public and School Employees Health Benefits Plan:

1. Blue Cross
2. Blue Shield
3. Major Medical
4. Rider J

B. Prescription Program - The Board shall provide to all full-time teachers and their dependents a prescription program for the term of this contract only, and only in the following manner.

1. The Board has budgeted, and the parties agree that the limit of the Board's liability for claims under this prescription program shall in no event exceed the following sums, less the maximum to be deducted for clerical and administrative costs incurred for administering the within prescription program.

1989-1990 \$24,260, less \$1,585 clerical/administrative costs

1990-1991 \$26,322, less \$1,720 clerical/administrative costs

2. Benefits for teachers who leave the system prior to June 30 of each contract year shall terminate as of date of severance.
3. It is distinctly understood and agreed that should claims exceeding \$22,675 in 1989-1990, and \$24,602 in 1990-1991, as set forth in subparagraph 1 above, be presented, that all approved claims shall be paid by September 20 of each contract year on a pro-rata basis out of said amount.

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

6. Claims must be made in writing in accordance with instructions from the Board Secretary not later than July 15th of each contract year, signed by the teacher; and annexed to said claims must be receipted invoices from the licensed pharmacy setting forth the following information:
 - a. The date purchase of drug was made;
 - b. Name of the patient to whom the drug was prescribed;
 - c. If not the teacher, the relationship of the person to the teacher;
 - d. The prescription number;
 - e. The name of the pharmacy;
 - f. The name of the doctor signing the prescription;
 - g. The cost of the drug.
7. It is understood and agreed that no claims will be approved and/or paid prior to September 20 of each contract year, to allow the Board time to accumulate all claims and to determine the mode of payment of approval claims in accordance with available funds.

C. The parties agree that commencing with July 1, 1989, the Board will underwrite a dental plan to the extent of \$371.00 per subscriber. This amount will increase to \$428.00 commencing July 1, 1990.

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

ARTICLE VI - SCHOOL ADVISORY COUNCIL

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

- 6.2 Membership in the advisory council will be limited to Association members and the members will elect a chairman from its ranks. The advisory council will represent all faculty members eligible for membership in the Association. The terms of office shall be determined by the Association. Eight members of the advisory council within each building shall have a common preparation period. If this is not possible because of scheduling programs, the association and the administration agree to reach some other amiable solution to the problem. The advisory council will submit in writing to the principal all recommendations it has determined worthy of a written administrative decision. It shall be incumbent upon the principal to analyze and study each recommendation submitted in writing by the advisory council. The principal shall discuss the matter presented with the superintendent and administrative staff and shall have the right to request reconsideration or further study by the advisory council before rendering a decision. In all cases, a decision concerning the proposed matter shall be presented in writing to the advisory council no later than two weeks after receipt of all data. Advisory council shall have the right to resubmit a proposal after further study when a principal has not acted favorably upon it. After a second proposal regarding the same subject has been rejected by a principal, the advisory council shall have the right to submit said proposal to the superintendent for his consideration after first having notified the principal in writing of its decision to do so. The superintendent shall reply to the proposal in writing within two weeks after its receipt.
- 6.3 The superintendent, through the principals, may refer to the advisory council those items which he or the Board of Education or the members of the administrative staff may feel worthy of study by the council. The principals shall confer with their respective councils on a scheduled basis agreed upon by both parties. Emergency sessions may be called by either party, but must be agreed upon by both parties.
- 6.4 The Representative Council shall hear from the staff problems relating to the staff manual, 600 series, and any other problems which may have application to the daily functioning of the school. The council shall make recommendations for a solution which shall be routed through the procedures outlined in 6.2. If after the superintendent level a satisfactory determination has not been made, it shall be presented to the Board; the Board shall acknowledge in writing receipt of the proposal and render a written decision regarding said proposal within 45 days.

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

ARTICLE VII - TEACHER RIGHTS

- 7.1 If a teacher is called to a meeting with a superior or with the Board without prior reasons being furnished, and he learns that this directly affects his status as an employee, then he may request adjournment for one (1) school day. The teacher shall have the right to have an Association representative at such meeting.

- 7.2 A mandatory conference between the principal and all non-tenure teachers who have started work prior to September 30th will be held prior to the succeeding March 1st. If, during this first conference, the principal indicates that there may be some uncertainty regarding the teacher's retention for the succeeding academic year, the teacher may request, in writing, a second conference with all the following: superintendent, principal, department supervisor, and any other administrator involved in the teacher's evaluation, together with one R.D.E.A. representative, in order to review the surrounding facts and circumstances prior to the finalization of the principal's recommendation. Following the second conference, if held pursuant to the teacher's written request, or in the event no second conference is requested, the principal will finalize his recommendation and forward it to the Board through appropriate administrative channels. No later than five school days following the second conference, the non-tenure teacher may place in his file a letter setting forth factors he believes should be considered. Following the filing of this letter, if he requests in writing to the superintendent, he may present any facts he deems pertinent in person to the Board. Two R.D.E.A. representatives may accompany him.
- 7.3 Every teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the teachers' manual. No grade shall be changed without a consultation with the teacher. In the event that the teacher is unavailable for consultation, the principal shall have the unilateral right to change grades, provided he informs the teacher of the changes when the teacher returns to the school. Unavailability for consultation shall be conclusively assumed three (3) days after the mailing of a letter to the teacher's home address as recorded in the superintendent's office without any response thereto.
- 7.4 Any suspension of a teacher pending charges shall be with pay. If a teacher is not exonerated of such charges, he shall be responsible to the Board for such pay.
- 7.5 Both parties to this agreement will comply fully with all provision of Chapter 123, N.J. Public Law of 1974.
- 7.6 Any communication, favorable or unfavorable, regarding a teacher or group of teachers made to any member of the administration by any parent, student, or other person will be called to the attention of said teacher or group of teachers within 30 school days. If such communication could result in administrative action, failure to comply with the 30 days' notification shall prohibit administrative action, based on such notification.

- 7.7 Any member of the bargaining unit who is laid off shall have recall rights for a period of twenty-four (24) months following such layoff. The Board agrees to recall laid-off employees, the one laid off with the greatest seniority is the first one recalled, provided that the person recalled meets the area of certification requirements of the available position. The Association will have the responsibility of maintaining the true and accurate addresses of the persons to be recalled and any notice given by the Board and mailed to the last know address of the said person, shall be deemed to be the notice of recall. Failure to respond to the notice of recall within ten (10) days from the date of mailing of same, shall be termed to be a waiver and relinquishment of the right of recall.
- 7.8 All personnel covered by this agreement have the right to enroll their children in River Dell Regional Schools tuition-free as long as they meet the following criteria:
1. Child must reside with staff member and,
 2. Staff member must be parent, step-parent or legal guardian,
 3. Transportation cost to and from school will be responsibility of staff member.

ARTICLE VIII - ASSOCIATION RIGHTS

- 8.1 The Association shall have the right to request the use of school buildings. The principal of the building in question shall receive the request in writing and in advance of the time and place of all such meetings. Such request shall not be unreasonably denied. If the request is denied, the principal shall state the reasons in writing and supply a copy to the Association and to the superintendent of schools.
- 8.2 The Association president will be assigned neither homeroom duty non extra duties.
- 8.3 One day per month of the regular Professional Meeting Time will be allocated to the Association for its meetings.
- 8.4 The River Dell Education Association is to be allowed one hour during the Orientation Program.
- 8.5 Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings which are initiated by the Board or its representatives, the said Association representative and/or teacher shall suffer no loss in pay.
- 8.6 The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

8.7 To the extent that school mail facilities and school mail boxes are available, and without any liability on the Board in any event, the Association shall have the right to use the said facilities and mail boxes as it deems necessary and without the approval of building Principals or other members of the administration.

ARTICLE IX - TEACHER ASSIGNMENTS

Teachers shall be presented with tentative teaching assignments for the next school year on or before the first day of April and again one week before the end of the school year if any changes were made in the tentative schedule.

ARTICLE X - NOTICE OF PROFESSIONAL VACANCY

A notice of a vacancy in a professional position, excluding classroom teaching positions, shall be sent as soon as possible to each school for posting on the faculty bulletin board, and during the summer it shall be mailed to each faculty member. Those on extended leaves shall be notified by mail of any administrative vacancy. Each teacher shall receive an acknowledgement of receipt of his written application.

ARTICLE XI - REVIEW OF CONTENTS OF PERSONNEL FILES

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

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

ARTICLE XII - ASSOCIATION DUES

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

ARTICLE XIII - TEACHING YEAR AND TEACHING DAY

13.1 A. The maximum number of days that teachers employed under ten-month contracts will be required to work will be 185 days, or such additional number of days as are required by the administration in order to meet an emergency or unforeseen event.

- B. 1. The in-school work year for guidance counselors, librarians/media specialists, in-school psychologists, learning disabilities specialists, and social workers employed on a ten-month basis shall not exceed ten working days, in addition to the regular teacher school work year.
 - C. The number of days defined above shall be limited to the period between September 1st and the succeeding June 30th.
 - D. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
 - E. The structure and schedule of a normal teaching day shall not be altered from its present status (8 periods of 45 minutes) without a 60 day prior notification.
- 13.2 A. The normal in-school work day for all full-time teachers shall be seven hours twenty-five minutes consecutively, or such additional time required to fulfill their professional obligations, as determined by the administration.
- B. 1. The normal in-school work day for all full-time guidance counselors, librarians/media specialist, in-school psychologists, learning disabilities specialists and social workers shall be eight and one-half consecutive hours.
- 13.3 Every teacher will plan lessons and teach course content as prescribed by his department supervisor. Tenure teachers who have received satisfactory evaluations will submit lesson plans as required and prescribed by their department supervisor. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal.
- 13.4 The Superintendent shall prepare a school calendar and shall, after considering the views of the Association and such other individuals and organizations within the school system and community as he may see fit, recommend a school calendar to the Board. The ultimate determination of the school calendar and any subsequent changes therein, shall be the decision of the Board and shall be final and binding. It is agreed that the school calendar is a non-negotiable item and same is appended hereto for reference purposes only.
- 13.5 The administration shall endeavor within the constraints of the curriculum, physical plant, student population and schedule to not assign teachers to more than three different rooms per day.

ARTICLE XIV - NONTEACHING DUTIES

14.1 The following teachers shall be relieved of nonteaching duties:

- A. One R.D.E.A. representative in each building who must be a classroom teacher.

- B. Any classroom teacher who teaches classes in both buildings on the same day.
- C. Teachers holding the following positions:
 - i. One junior high and one senior high S.G.O. advisor
 - ii. Driver Education coordinator
 - iii. Board Newsletter editor
 - iv. Distributive Education coordinator
 - v. Yearbook advisors
 - vi. Office occupations coordinator
 - vii. Senior class advisor
 - viii. Cooperative industrial education coordinator
- D. Any staff member who presents an idea that improves the educational program or makes utilization of his professional abilities may be excused from nonteaching duties as required to implement this program. The decision shall be at the discretion of the superintendent.
- E. If the program is not being implemented to the satisfaction of the administration, the teacher may be reassigned to an extra duty.

ARTICLE XV - TEACHER FACILITIES

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

Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodian staff.

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

- 15.3 A separate private dining area of adequate size for the exclusive use of the teachers and administration shall be provided. It is agreed that the present dining room facilities meet the requirements of this Section 15.3.

ARTICLE XVI - BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- 16.1 Teachers purchasing materials and/or supplies with the advance approval of the principal shall be reimbursed upon submission of an appropriate receipt of purchase.

- 16.2 Teachers in conjunction with department supervisors shall make recommendations for the selection of text books and other instructional materials.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

17.1 The Board agrees:

- A. To pay the full cost of tuition, fees and books incurred in connection with any course, workshop, seminar, conference, inservice training session, or other such sessions which a teacher is required by the administration to take and successfully complete.
- B. A teacher who proposes a program of curriculum research, revision, or innovation will be considered for possible employment during the summer for the purpose of developing such ideas. The program proposals are to be submitted in accordance with the procedures outlined in the 700 series of Board Policy, Section IIe.

17.2 The Board agrees to reimburse up to 75% of tuition spent by a teacher up to an aggregate limit of \$10,000 per year for all teachers subject to the superintendent's prior approval, in writing, in the particular course in which the tuition reimbursement is sought. No prior approval is required for:

- i. courses related to an accredited Master's Degree provided that said employee has matriculated in that accredited Master's program and provided further, that said employee does not already hold an accredited Master's Degree, and
- ii. graduate credit courses taken at an accredited college or university within the area of classroom teaching certification(s) up to a limit of two such certifications.
- iii. up to a total of three graduate courses in either of the areas of guidance, psychology, and reading, or a combination of the above.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

18.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand-delivered letter, by return receipt certified mail, or by telegram to the following addresses:

- A. If by the Association to the Board, to:
c/o Secretary to the Board of Education
River Dell Regional Board of Education
River Dell High School, Pyle Street,
Oradell, New Jersey 07649.
- B. If by the Board to the Association, to:
President, River Dell Education Association,
River Dell Senior High School
Oradell, New Jersey 07649.

18.2 This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

- 18.3 The Association's representatives and the Administrative Council shall meet periodically during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- 18.4 Copies of the Agreement shall be duplicated at the expense of the Board within thirty days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- 18.5 The Association agrees to refrain from any strikes, boycotts, or work stoppages for the duration of the contract. The Board agrees to uphold the terms and conditions mutually agreed upon in the contract and those procedures mandated by State law, Federal laws and any other applicable laws.
- 18.6 The Article Headings herein are descriptive and in no way alter the provisions of this Agreement.

ARTICLE XIX - PRESERVATION OF RECORDS AND DOCUMENTS

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

ARTICLE XX - DURATION OF AGREEMENT

- 20.1 The provisions of this Agreement shall be effective July 1, 1989, and shall continue and remain in full force and effect to and including June 30, 1991.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries on the 10th day of April, 1989.

RIVER DELL EDUCATION ASSOCIATION

By: . /s/ J. Edward Hamberg. . . .
President

Attested:
. . . /s/ Priscilla L. Watson. . .
Secretary

RIVER DELL REGIONAL BOARD OF EDUCATION

By: . /s/ Rita L. Fox
President

Attested:
. . . .s/ David Montroni.
Secretary

SCHEDULE "A"

RIVER DELL REGIONAL SCHOOLS
SALARY GUIDE FOR COACHES

1989-1990 and 1990-1991

Figures below indicate percentage of MA 1st Step
\$28,502 for 1989-1990 and \$30,925 for 1990-1991

	<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>Group I</u>				
Head Football		12.1	14.1	16.5
<u>Group II</u>				
Head Basketball)				
Head Wrestling)				
Head Ice Hockey)	8.1	10.5	13.0	
Head Baseball)				
Head Softball)				
Head Track (B&G))	10.1	12.5	15.0	
<u>Group III</u>				
Head Soccer)				
Head Volleyball)				
Head Field Hockey)	7.6	9.6	12.0	
Head Tennis)				
Head Cross-Country)				
Assistants - Football)				
<u>Group IV</u>				
Assistants from Group II (Except Football)	7.9	9.3	11.0	
<u>Group V</u>				
Assistants from Group III	6.1	8.0	10.0	
<u>Group VI</u>				
Head Golf)				
Head Bowling)	5.3	6.9	8.5	
Head Indoor Track)				

Notes: In a coach's tenth calendar year in the system he/she will receive 1/2% extra on the stipend, and every five years another 1/2% will be added.

SCHEDULE "B"
EXTRA-CURRICULAR SALARIES
1989-1990

<u>ACTIVITY</u>	<u>1-3 YEARS</u>	<u>4TH YEAR & BEYOND</u>
1. 12th Grade Advisor	\$2,096	\$2,306
2. 11th Grade Advisor	1,502	1,652
3. 10th Grade Advisor	1,051	1,156
4. Academic Decathlon (2 advisors receive stated stipend)	875	963
5. Chorus Ensemble	1,899	2,089
6. Computer Science	525	578
7. Conservation	492	541
8. Distributive Education	492	541
9. Ecology Action	492	541
10. Forensics	2,372	2,609
11. French National Honor Society	825	908
12. Future Business Leaders	492	541
13. Golf Club	492	541
14. Health Careers	492	541
15. International Relations	492	541
16. Jerseyman Club	492	541
17. Latin Club	602	662
18. Literary Magazine (Projections)	1,581	1,739
19. Marching Band/Drill Squads	4,465	4,912
20. Marching Band Assistant	2,232	2,455
21. Math Club (Jr.)	492	541
22. Math Team (Sr.)	897	987
23. Military Science & Tactics	492	541
24. Ridellion (Senior High Newspaper)	2,473	2,720
25. Orchestra & Dance Band	1,502	1,652
26. Photography Club	492	541
27. Radio Control Car Club	492	541
28. Spanish National Honor Society	825	908
29. Student Government Organization	1,648	1,813
30. Varsity Club, Boys	492	541
31. Varsity Club, Girls	492	541
32. Senior Yearbook	2,832	3,115
33. Drill Squad	2,245	2,470
34. National Honor Society	825	908
35. Social Service Club	525	578
36. Photographer	1,502	1,652
37. Chess Club	602	662
38. Hand Bell Choir	492	541
39. Indoor Hockey	672	739
40. Pep Club	1,051	1,156
41. SAAD	492	541
42. Ski Club	492	541
43. Stage Band A	492	541
44. Stage Band B	492	541
45. Student Government Organization (Jr.)	1,541	1,695
46. Vocal Ensemble (Jr.)	1,122	1,234
47. Bike and Hike Club	492	541
48. Newspaper (Jr.)	1,352	1,487

	<u>1-3 Years</u>	<u>4th Year & Beyond</u>	
49. Drama Club (Jr.)	592	651	
50. Drama Club (Sr.)	592	651	
51. Bridge Club	492	541	
52. Chaperones, per evening	41	41	
53. Film Club	492	541	
54. Future Teachers	492	541	
55. Girls Leaders Club	492	541	
56. Intramurals, Boys (Jr.)	1,200	1,320	
57. Intramurals, Boys (Sr.)	750	825	
58. Intramurals, Girls (Sr.) (GAA)	1,157	1,273	
59. Intramural Instructors, per hour	16	16	
60. Italian Club	492	541	
61. Modern Dance Club	492	541	
62. Play (Jr.)	989	1,088	
63. Quiz Bowl	492	541	
64. Science Club	492	541	
65. Junior High Yearbook	1,486	1,635	
66. Winter Track Club	492	541	
	<u>Step 1</u>	<u>2</u>	<u>3</u>
67. Cheerleaders - Head	6.1	8.2	10.0
1st Assistant	5.0	6.8	8.6
(Percentage based on MA list step: \$28,502 for 1989-1990)			
Cheerleading advisors are paid above stipend per semester.			

EXTRA-CURRICULAR SALARIES
1990-1991

<u>ACTIVITY</u>	<u>1-3 Years</u>	<u>4th Year & Beyond</u>	
1. 12th Grade Advisor	\$2,274	\$2,501	
2. 11th Grade Advisor	1,630	1,793	
3. 10th Grade Advisor	1,140	1,254	
4. Academic Decathlon (2 advisors receive stated stipend)	950	1,045	
5. Chorus Ensemble	2,060	2,266	
6. Computer Science	570	627	
7. Conservation	534	587	
8. Distributive Education	534	587	
9. Ecology Action	534	587	
10. Forensics	2,574	2,831	
11. French National Honor Society	895	985	
12. Future Business Leaders	534	587	
13. Golf Club	534	587	
14. Health Careers	534	587	
15. International Relations	534	587	
16. Jerseymen Club	534	587	
17. Latin Club	653	718	
18. Literary Magazine (Projections)	1,715	1,887	
19. Marching Band/Drill Squad	4,845	5,330	
20. Marching Band Assistant	2,422	2,664	
21. Math Club (Jr.)	534	587	
22. Math Team (Sr.)	973	1,070	
23. Military Science & Tactics	534	587	

ACTIVITY	1-3 Years	4th Year & Beyond	
24. Ridellion (Senior High Newspaper)	2,683	2,951	
25. Orchestra & Dance Band	1,630	1,793	
26. Photography Club	534	587	
27. Radio Control Car Club	534	587	
28. Spanish National Honor Society	895	985	
29. Student Government Organization	1,788	1,967	
30. Varsity Club, Boys	534	587	
31. Varsity Club, Girls	534	587	
32. Senior Yearbook	3,073	3,380	
33. Drill Squad	2,436	2,680	
34. National Honor Society	895	985	
35. Social Science Club	570	627	
36. Photographer	1,630	1,793	
37. Chess Club	653	718	
38. Hand Bell Choir	534	587	
39. Indoor Hockey	729	802	
40. Pep Club	1,140	1,254	
41. SAAD	534	587	
42. Ski Club	534	587	
43. Stage Band A	534	587	
44. Stage Band B	534	587	
45. Student Government Organization (Jr.)	1,672	1,839	
46. Vocal Ensemble (Jr.)	1,217	1,339	
47. Bike and Hike Club	534	587	
48. Newspaper (Jr.)	1,467	1,614	
49. Drama Club (Jr.)	642	706	
50. Drama Club (Sr.)	642	706	
51. Bridge Club	534	587	
52. Chaperones, per evening	44	44	
53. Film Club	534	587	
54. Future Teachers	534	587	
55. Girls Leaders Club	534	587	
56. Intramurals, Boys (Jr.)	1,302	1,432	
57. Intramurals, Boys (Sr.)	814	895	
58. Intramurals, Girls (Sr.) (GAA)	1,255	1,381	
59. Intramurals Instructors, per hour	17	17	
60. Italian Club	534	587	
61. Modern Dance Club	534	587	
62. Play (Jr.)	1,073	1,180	
63. Quiz Bowl	534	587	
64. Science Club	534	587	
65. Junior High Yearbook	1,612	1,773	
66. Winter Track Club	534	587	
67. Cheerleaders - Head	Step 1	2	3
1st Assistant	6.1	8.0	10.0
	5.0	6.8	8.6

(Percentage based on MA 1st step: \$30,925 for 1990-1991)

Cheerleading advisor paid above stipend per semester

For any club chartered during the year, the advisor shall be paid one annual amount of \$492 in 1989-1990 and \$534 in 1990-1991.