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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

By and Between

REGIONAL BOARD OF EDUCATION,
BOROUGH OF ORADELL AND RIVER
EDGE

and

RIVER DELL EDUCATION ASSOCIATION

* * * *

Effective: July 1, 1970 through June 30, 1971

AGREEMENT

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the Oradell-River Edge 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
Nurses
Guidance Counselors
Social Workers
Psychologists
Department Chairmen

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

- 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 non-tenure teacher arising by reason of his not being re-employed, 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. 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 five 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 decisions previously rendered.

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

C. Level Three:

The teacher may appeal the Principal's decision to the Superintendent of Schools. 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 ten school days. The Superintendent shall communicate his 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. 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 thirty calendar days.

E. Level Five:

- i. If the teacher is not satisfied with the disposition of his grievance at Level Four, the Association may request of the Board that his grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
- ii. Within ten (10) school days after such request 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, they shall jointly request the American Arbitration Association to appoint an arbitrator.
- iii. The arbitrator shall confer with the representatives 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 and 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.
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- 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.
 - 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 regulations 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

3.1 Teachers' Salary Guide

STEP	BA	BA+16	MA	MA+16	MA+32	MA+48
1	7700	8085	8470	8855	9240	9625
2	8085	8470	8855	9240	9625	10010
3	8470	8855	9240	9625	10010	10395
4	8855	9240	9625	10010	10395	10780
5	9317	9702	10087	10472	10857	11242
6	9779	10164	10549	10934	11319	11704
7	10241	10626	11011	11396	11781	12166
8	10703	11088	11473	11858	12243	12628
9	11165	11550	11935	12320	12705	13090
10	11627	12012	12397	12782	13167	13552
11	12089	12474	12859	13244	13629	14014
12	12551	12936	13321	13706	14091	14476
13	13013	13398	13783	14168	14553	14938
14			14245	14630	15015	15400
15			14707	15092	15477	15862
16					15939	16324

NOTE: Doctoral guide as set forth in Paragraph 3.4

3.2 Teachers who have earned a Bachelor's Degree, Bachelor's Degree +16 credits, Master's Degree, Master's Degree +16 credits, Master's Degree +32 credits, Master's Degree +48 credits, or a Doctor's Degree, will be placed on the appropriate guide. In order to qualify for the full salary stipulated in the guide, the following requirements must be met:

- A. The teacher holding a Master's Degree must have received his degree in his teaching field.* If this statement is not part of the degree description, the Master's transcript must show that the teacher has completed within the credits required for the degree at least 20 credits in his teaching field.

*"Teaching field" shall be defined as course credits bearing the departmental designation of the teaching assignment, plus credits for courses bearing the departmental designation of English, Social Sciences, Mathematics, Science and Lanaguage. It is the responsibility of the teacher to supply course description or certification to this effect, if there is any question as to the nature of the course.

- B. Of the 32 graduate credits a teacher acquires after obtaining the Master's Degree, at least 20 credits must be in his teaching field. Of the 16 graduate credits a teacher acquires after obtaining either the Bachelor's or Master's Degree, at least 10 credits must be in his teaching field.
- C. If a teacher has fewer than the specified number of credits in his teaching field, he will receive less than the salary stipulated for that step on the guide by the following percentage of the Bachelor Step 1 salary guide:

Bachelor's Degree in teaching field and fewer than 10 credits out of the additional 16 credits in his teaching field	1%
Master's Degree out of teaching field	2%
Master's Degree in teaching field and fewer than 10 of the additional 16 credits in his teaching field	1%
Master's Degree out of teaching field and fewer than 10 of the additional 16 credits in his teaching field	3%
Master's Degree out of teaching field and 10 or more of the additional 16 credits in his teaching field	2%
Master's Degree in teaching field and fewer than 20 of the additional 32 credits in his teaching field	2%
Master's Degree out of teaching field and fewer than 20 of the additional 32 credits in his teaching field	4%
Master's Degree out of teaching field and 20 or more of the additional 32 credits in his teaching field	2%
Master's Degree in teaching field and fewer than 30 of the additional 48 credits in his teaching field	3%
Master's Degree out of teaching field and fewer than 30 of the additional 48 credits in his teaching field	5%
Master's Degree out of teaching field and 30 or more of the additional 48 credits in his teaching field	2%

D. 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 retroactive to 60 days back from date of submission of proof.

- 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 non-degree program prior to July 1, 1966. They will be permitted at any time to apply these credits toward the "plus levels" on the guide.
- 3.4 All steps on the doctoral guide will be \$385. above the Masters plus 48 column and the number of steps on the doctoral guide will be 16.
- 3.5 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.
- 3.6 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 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.
- 3.7 The term "credit," as used herein, shall mean one full semester credit.
- 3.8 Upon recommendation of the Superintendent and approval by the Board, an adjustment and/or increment may be withheld.
- 3.9 Nurses' salaries will be based on the 1963 State nurses' guide, plus an additional \$1,600.
- 3.10 Salaries of Department Chairmen shall be the Teachers' Salary Guide, plus the following:
 - Major Department Chairmen . . .11% MA Guide Column Steps #1 through #4 only, based on years of service as Department Chairmen
 - Minor Department Chairmen . . . 5.5% MA Guide Column Steps #1 through #4 only, based on years of service as Department Chairmen
- 3.11 Salaries of the following shall be the Teachers' Salary Guide, plus the stated increments:
 - Guidance counsellors 900
 - School psychologist. 900
 - Librarian. 900
 - Learning disability specialist. . 900

3.12 In those cases where a regular substitute is not available for emergency coverage, regular teachers may be used as substitutes during their non-teaching periods. Coverage during the teacher lunch period shall be voluntary. These teachers shall be paid one-fifth (1/5) of the regular substitute's pay plus one dollar (\$1) 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 for more than three consecutive teaching days, his department chairman may recommend to the Principal that the academic classes of the absent teacher be taught by teachers within his department. These teachers shall be paid at the rate of ten dollars (\$10) for each period they prepare for and teach. Such coverage shall be arranged by the department chairman of the academic subject area in question and shall be distributed as equitably as possible among the most qualified teachers in said school.

3.13 A. All full-time teachers will be paid one hundred dollars (\$100) on the first Friday of the first week of school to help defray expenses up to September 15th. 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 non-working days. In the latter case, checks will be issued on the last working day preceding the regular pay day.

3.14 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.

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

3.16 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 1st of the present year.

Non-return of the signed contract or salary statement within thirty days of receipt will constitute resignation on the part of the teacher.

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

3.17 The Board shall grant full credit up to three years, for time spent in the military service, Peace Corp. and VISTA. It shall be the responsibility of the teacher to provide adequate proof of such service.

- 3.18 The Board shall pay the sum of \$8.50 per hour to teachers engaged in home bound instruction.
- 3.19 The Board shall pay the sum of \$7. per hour to teachers engaged in driver education instruction.
- 3.20 Full-time social workers shall receive a \$200. annual increment in proportion to actual work performed.

ARTICLE IV - LEAVES 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 Oradell-River Edge 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: three (3) 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 non-tenure teacher, nor one hundred and twenty (120) days for a tenure teacher. The use of this Paragraph d) shall not effect accumulation in future years of sick leave days.
- e) Payment for these Emergency Sick Leave Days shall be at 100% for the first 1/3rd of the total time permitted, 75% for the second 1/3rd, and 50% for the last 1/3rd of the time.
- f) The provisions of Article IV, Paragraph 4.2C shall apply to Emergency Sick Leave.

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, 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.

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 Holidays

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.

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 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.

D. Deduction of Full Pay

Deduction of full pay will be made for all absences not specified hereinabove.

4.2. Extended Leave of Absence, Except Maternity

A. Qualification

Except for those drafted into military service, only teachers with 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 need for such absence. Return to the school system must be requested in writing and 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. Military Service

Teachers employed in this district who are drafted for military service are subject to placement, upon discharge, according to state and federal laws. Newly employed teachers may be granted up to three years of credit on the salary guide for military service.

E. 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 F 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 the preceding October, and action must be taken on all such requests no later than the first school day of the calendar year for which the Sabbatical leave is requested.

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 January 15.

iv. Salary

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

v. Eligibility

Members of the professional staff shall become eligible for Sabbatical leave when they have completed not less than seven years of service in the Oradell-River Edge system. Consideration will be given only to those presenting Sabbatical leave plans which involve self-improvement and benefit to the school system. Eligibility shall be re-established after seven (7) consecutive years of service in the district.

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 Oradell-River Edge 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 on the final contract year.

viii. Sabbatical leave shall not be cumulative.

F. 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.

G. Return

All leaves of absence are granted from the Oradell-River Edge Regional Schools System and not from a specific position herein.

H. 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.

I. 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.

J. 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.

K. 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

A teacher who becomes pregnant must leave the school system not later than the last day of the fifth month of her pregnancy and before that time if she is physically unable to adequately perform her work. A special and specifically limited extension of up to three calendar weeks may be granted by the Board on recommendation of the Superintendent of Schools. Only tenure teachers will be granted a leave of absence.

B. Notification

All teachers are to notify the administration in writing of their pregnancy upon their knowledge of this condition.

C. Adoption of an Infant

Any female teacher on tenure, adopting an infant child, shall 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 Board will grant to any regular tenure staff member a leave of absence without pay for maternity upon written request for such a leave, and upon proper certification of her condition by a physician. Such leave of absence shall terminate one year from the date of the birth of the child, and may be renewed at the discretion of the Board. The written request must be filed with the administration not more than one month after pregnancy has been determined.

E. Return

Return to the system shall take place in September of the school year immediately following the termination of the leave period, and shall be contingent upon vacancies existing at the time of return. Specific permission to rejoin the staff at a different time may be granted by the Board on recommendation of the Superintendent of Schools.

F. Interrupted Pregnancy

If a pregnancy, for which a maternity leave has been granted, is interrupted, the teacher will carry out the term of the originally granted leave and return to the system in September of the following school year. In the event that a modification of this ruling would be in the best interests of all concerned, an exception may be made by the Board, as to the time of return, on the recommendation of the Superintendent and upon certification by a physician that the teacher is in good health and in a fit condition to serve.

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 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

5.2 The Board shall pay 100% of the premium for individual teacher coverage, and 75% of the premium for dependent coverage.

5.3 Coverage shall be for a twelve (12) month period commencing September 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 classroom 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 members 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 councils will be limited to classroom teachers, and the members will elect a chairman from its ranks. The terms of office of members will be for one academic year. 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.

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.
- 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 Chairmen, 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.
- 7.3 Any tenure teacher with a satisfactory evaluation shall maintain the exclusive right and responsibility to determine grades within the grading policy of the teacher's manual. No grade shall be changed without a consultation with the teacher. In the event that the tenure teacher is unavailable for consultation, the Principal shall have the unilateral right to change grades, provided he informs the tenure teacher

of the changes when the tenure 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.

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 nor 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 - PROMOTIONS

- 10.1 A notice of a vacancy in a major promotional position shall be sent to each school for posting on the faculty bulletin board and a copy of the notice shall be sent to the Association not less than one month prior to the final decision on filling the vacancy. Notification of a major promotion shall be made by the Superintendent; notification of a minor promotion shall be made by the Principal.

- 10.2 Teachers desiring to apply for a major promotion shall submit their application in writing to the Superintendent, and they shall receive written acknowledgment of receipt of the application. Teachers interested in a minor promotion shall inform their Principal of their interest.
- 10.3 Major promotions shall mean the following positions: Principal, Director of Curriculum, Assistant Principal, Director of Pupil Personnel, Summer School Principal, Department Chairman, Guidance Counselor, Director of Athletics. Minor promotions shall mean all athletic and extra-curricular positions for which additional compensation is paid, but this does not include extra duties which are paid at daily or hourly rates.

ARTICLE XI - EVALUATION

A teacher shall have the right, upon request, to review the contents of his personnel file containing his evaluations in the Principal's office. 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

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 184 days, or such additional number of days as is required by the administration in order to meet an emergency or unforeseen event.
- B. The in-school work year for guidance counselors, librarians, in-school psychologists, department chairmen 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.

- 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. The normal in-school work day for all full-time guidance counselors, librarians, in-school psychologists, department chairmen 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 chairman. Tenure teachers who have received satisfactory evaluations will submit lesson plans as required and prescribed by their department chairmen. Teachers shall provide substitutes with daily, weekly and/or alternate plans as needed, according to procedures developed by the Principal.

ARTICLE XIV - NON-TEACHING DUTIES

- 14.1 The following teachers shall be relieved of non-teaching 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 S.G.O. advisor
 - ii. Driver Ed coordinator
 - iii. Board Newsletter editor

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 their Principal shall be reimbursed upon submission of an appropriate receipt of purchase.
- 16.2 Teachers in conjunction with department chairmen 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 to implement the following at the beginning of the 1970/71 school year:
 - A. To pay the full cost of tuition, fees and books incurred in connection with any course, work shop, seminar, conference, in-service training session, or other such sessions which a teacher is required by the administration to take and successfully completes.

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, Regional School District of the Boroughs of Oradell and River Edge, 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.

ARTICLE XIX

19.1 The Association and the Board agree that as a method of assuring the preservation of records and documents throughout the course of its negotiations:

- A. Either party at its own option may voluntarily insert in the official record any statement, position, matter, or other such 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, 1970, except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1971 when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date. Notwithstanding the above, the economic provisions shall become effective September 1, 1970.

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 day of February, 1970.

RIVER DELL EDUCATION ASSOCIATION

REGIONAL BOARD OF EDUCATION,
BOROUGH OF ORADELL & RIVER
EDGE, NEW JERSEY

By: MICHAEL J. LARKO /s/

by: WALTER H. RICHTERS /s/
President for the Board of Education

Attested:
JUDITH DE SIMONE /s/
Secretary

Attested:
PAUL CHIEFF /s/
Secretary

SCHEDULE "A"

RIVER DELL REGIONAL SCHOOL
SALARY GUIDE FOR COACHES

FIGURES BELOW INDICATE PERCENTAGE OF FIRST STEP OF
BA COLUMN, AS SET FORTH IN PARAGRAPH 3.1

		Steps	1	2	3	4	5
Senior High School							
Director of Athletics			15.5	16.2	17.0	17.8	18.5
<u>Football</u>	Head		11.0	12.0	13.0	14.2	15.4
	1st Asst.		7.0	7.7	8.5	9.3	10.0
	2nd Asst.		7.0	7.7	5.5	9.3	10.0
	3rd Asst.		5.4	6.2	7.0	7.8	8.5
	4th Asst.		5.4	6.2	7.0	7.8	8.5
Basketball	Head		9.1	10.3	11.5	12.7	14.0
	Asst.		6.1	6.8	7.5	8.4	9.2
Baseball	Head		7.0	8.1	9.3	10.4	11.5
	Asst.		4.6	5.4	6.2	7.0	7.8
Wrestling	Head		7.0	8.1	9.3	10.4	11.5
	Asst.		4.6	5.4	6.2	7.0	7.8
Soccer	Head		7.0	8.1	9.3	10.4	11.5
	Asst.		4.6	5.4	6.2	7.0	7.8
Track	Head		7.0	8.1	9.3	10.4	11.5
	Asst.		4.6	5.4	6.2	7.0	7.8
Cross Country	Head		4.6	5.4	6.2	7.0	7.8
Tennis	Head		4.6	5.4	6.2	7.0	7.8
Bowling	Head		4.6	5.4	6.2	7.0	7.8
Golf	Head		4.6	5.4	6.2	7.0	7.8
Junior High School							
Director of Athletics							
<u>Football</u>	Head		5.4	6.2	7.0	7.8	8.5
	Asst.		4.6	5.0	5.4	5.8	6.2
Basketball	Head		4.6	5.4	6.2	7.0	7.8
	Asst.		3.8	4.2	4.6	5.0	5.4
Baseball	Head		4.6	5.4	6.2	7.0	7.8
	Asst.		3.8	4.2	4.6	5.0	5.4
Wrestling	Head		4.6	5.4	6.2	7.0	7.8
	Asst.		3.8	4.2	4.6	5.0	5.4
Soccer	Head		4.6	5.4	6.2	7.0	7.8
	Asst.		3.8	4.2	4.6	5.0	5.4
Track	Head		4.6	5.4	6.2	7.0	7.8
	Asst.		3.8	4.2	4.6	5.0	5.4

SCHEDULE "B"
EXTRA CURRICULAR SALARIES
1970-1971

Junior High School

Chaperones	\$ 12.50 an evening
Cheerleading Adviser	300.00 p.a.
Girls' Intramural Sports	275.00 p.a.
and Leaders Club	
Boys' Intramural Sports	300.00 p.a.
Student Council Adviser	450.00 p.a.
Newspaper Adviser	400.00 p.a.
Activity Coordinator	250.00 p.a.
Play	300.00 p.a.

Junior and Senior High School

Marching Band	660.00 p.a.
Orchestra	440.00 p.a.
Chorus, Ensemble	500.00 p.a.
Photographer	400.00 p.a.

Senior High School

Twirlers	350.00 p.a.
Cheerleaders	275.00 p.a.
Boys' Intramural Sports	200.00 p.a.
Boys' Intramural Sports	200.00 p.a.
Girls' Intramural Sports	300.00 p.a.
Newspaper	400.00 p.a.
12th Grade Adviser	500.00 p.a.
11th Grade Adviser	330.00 p.a.
10th Grade Adviser	225.00 p.a.
Student Council	500.00 p.a.
Yearbook	500.00 p.a.
Forensics	550.00 p.a.
National Honor Society	250.00 p.a.
Literary Magazine	350.00 p.a.
Biology Club	125.00 p.a.
Science Club	125.00 p.a.
Future Nurses' Club	125.00 p.a.
Future Teachers' Club	125.00 p.a.
Future Physicians' Club	125.00 p.a.
French Club	125.00 p.a.
Latin Club	125.00 p.a.
Pep Club	125.00 p.a.
Leaders' Club	125.00 p.a.
Varsity Club	125.00 p.a.
Math Team	250.00 p.a.
International Club	125.00 p.a.
Chess Club	125.00 p.a.