

4-0241

02-53

PREAMBLE

This Agreement entered into this ~~23~~ day of May, 1974 by and between the Board of Education of the Town of River Vale, New Jersey, hereinafter called the "Board", and the Education Association, hereinafter called the "Association".

74-75

W I T N E S S E T H:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to certain terms and conditions of employment as set forth in this agreement, and

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

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

1974-75

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated personnel whether under contract, on leave, or employed by the Board on a full or part time basis including:

Teachers  
Guidance Counsellors  
Librarians

Nurses  
Curriculum Coordinators  
Specialists

but excluding:

Superintendent  
Principals  
Assistant Principals  
Substitutes  
Secretaries  
Administrative Assistants

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

The Association shall remain the exclusive and sole representative of the above as long as it maintains a majority representation of said certificated personnel.

- B. Any new titles or positions that are created shall be subject to review by both parties to determine inclusion or exclusion in the unit, and if the parties are unable to agree, the matter shall be referred to Public Employment Relations Commission.
- C. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE 2

### GRIEVANCE PROCEDURE

#### DEFINITIONS

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

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

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

The term "teacher" shall mean an individual, or group of individuals, regularly employed by the Board of Education in a capacity listed under Article 1 as being included in the unit recognized by the Board as being represented by the Association.

The term "representative" shall mean:

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

The Association shall have the right not to name a representative but in that event the teacher may name another person, agency or organization. The Board and the Association shall have the right to change such representative at any level but not during the pendency of a decision at any given level. Such change shall be made by notice in writing.

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

The term "party" means an aggrieved teacher or group of teachers, the immediate superior, the school principal or any staff member below the Superintendent who will be directly affected by the determination of the Superintendent in connection with the procedure herein established.

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

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

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

### PROCEDURE

#### 1. Level One:

A teacher shall first present his grievance orally to his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A written decision, upon request made within five (5) school days of the hearing, shall be rendered within ten (10) school days of said hearing.

#### 2. Level Two:

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

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

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

Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties shall have the right to be heard.

Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise all parties and their representatives if there be any, of his determination and reasons therefor.

### 3. Level Three:

In the event of the failure of the Superintendent to act in accordance with the provisions of the two paragraphs above, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by any party - the dissatisfied party, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, may appeal to the Board of Education.

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

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

If the appellant, in his appeal to the Board, does not demand a private or public hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a public hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant demands in writing, a hearing before the Board, a hearing shall be held.

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

### 4. Level Four:

In the event a teacher is dissatisfied with the determination of the Board he shall have the right to fact finding with recommendations pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A demand for such fact finding shall be made no later than fifteen (15) school days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such fact finding unless the aggrieved teacher and the Board shall mutually agree upon a longer time period within which to assert such a demand.

The Board and the Association shall attempt to agree upon a mutually acceptable fact finder. If the parties are unable to agree upon a fact finder, they shall immediately and jointly request the Public Employment Relations Commission to appoint a fact finder. In the event the said Commission shall be unable or unwilling to appoint a fact finder, then a request shall be made to the American Arbitration Association to appoint a fact finder.

The fact finder shall confer with 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 fact finder shall be without power or authority to make any recommendations which require the commission of an act prohibited by law. He shall render his findings and recommendations consistent with the terms of this Agreement.

In the event of fact finding, the costs of the fact finder's services shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant. In addition, it is expressly provided that the fact finder shall have the power to recommend that the costs of the fact finding services be borne by one party, if in his judgment that party unnecessarily created the need for the fact finding, or did so for the purposes of delay, or which party's contentions are deemed by him to have been unreasonable and a sham.

The parties agree that any dispute regarding the interpretation of this Agreement shall be submitted to binding arbitration.

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

In the event a grievance should be filed by any teacher who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, such teacher shall initiate his grievance at Level Two.

A grievance, which by its nature, cannot be resolved at levels below that of the Superintendent, may be initiated by the grievant at Level Two. It is understood by both parties to this Agreement that the purpose of their expedited filing of grievances is to resolve such grievances at their proper level and is not intended to by-pass the normal adjudication of grievances at the lowest administrative level.

In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved teacher may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive,

or within ten (10) school days of the time when same have been brought to the teacher's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) The order, ruling or determination complained of:
- (b) The basis of the complaint:
- (c) A request for a hearing if a hearing is desired.

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

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

Until a grievance is fully resolved to the satisfaction of all parties, all teachers, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the pendency of any grievance, until such grievance is duly determined, however, duties shall not be varied as of the day before the grievance was first filed.



## ARTICLE III

### COMPLAINT PROCEDURE

No complaint arising from a source other than through the normal administrative evaluation procedure shall be noted in the personnel file of any teacher without first (a) notifying the teacher in writing of the source and contents of the complaint and (b) affording the teacher a hearing on such complaint if the teacher shall file written demand therefor within ten (10) days of the notice. The conduct of said hearing shall be according to the procedures outlined in the grievance procedure. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said teacher.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, a register of certificated personnel and such other information that shall assist them in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Association and its representatives shall have the right to:
  - 1. Use the school buildings at reasonable hours for meetings.
  - 2. Use facilities and equipment with exception of telephone and supplies at reasonable times when school is not otherwise in use.
  - 3. Use interschool mail and mailboxes as it deems necessary.
- C. The rights and privileges of the Association and its representatives as set forth above shall be granted only to the duly recognized unit as the exclusive representative of the teachers and not to any other organization which does not represent the majority of personnel.
- D. All policies approved by the Board of Education shall be distributed to the school libraries, teachers' rooms, President of the Association and Building Representatives of the Association.
- E. An Association representative may speak to the teachers during a Faculty Meeting for ten (10) minutes on the request of the representatives.

## ARTICLE V

### TEACHER RIGHTS

- A. Every certified employee of the Board shall have the right freely to organize, join and support their appropriate Association as recognized by the Board as their negotiating unit and their affiliates for the purpose of engaging in collective negotiations for their mutual aid and protection. The Board shall not directly or indirectly discourage, deprive or coerce any certified employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey and the United States.
- B. The Board shall not discriminate against any certified employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in the normal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under the negotiated Agreement or otherwise with respect to any terms or conditions of employment, so long as these activities do not interfere with the certified employees' regular assignments.
- C. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given written notice of the reasons for such meeting or interview not less than three (3) days prior to said appearance and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay.
- D. Any question or criticism by a supervisor, administrator, or Board member, of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- E. A teacher shall not be prevented from wearing the insignia of membership in the Association or its affiliates in a manner that conforms to educational decorum.

ARTICLE VI  
TEACHER EMPLOYMENT

- A. 1. Each teacher may be placed on his proper step of the salary schedule as of the beginning of the 1973/1974 school year in accordance with paragraph 2 below.
- 2. Credit up to the eleventh (11) step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school and a maximum of two (2) years credit for military service upon initial employment in accordance with provisions of Exhibit A.
- 3. No adjustment shall be made of the salary step of any teacher employed by the school system as of the date of the execution of this Agreement by reason of the above provision.
- B. 1. Teachers with previous teaching experience in the River Vale School District shall upon returning to the system receive full credit on the salary schedule for military experience required by the Selective Service System, up to the maximum set forth in Exhibit A. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the Salary Schedule above that at which they left.
- 2. Previously accumulated unused leave days will be restored to all returning teachers under conditions listed in paragraph B-1 above.
- 3. Returning teachers shall be notified of their contract, school, tentative assignment, and salary status for the ensuing year at the signing of the contract in writing.
- C. All teachers shall be informed in writing, of their contract, tentative assignment, and salary status no later than the week of April 1.
- D. The school calendar shall include:
  - 1. At least two (2) days prior to student attendance for classroom preparation.
- E. Teachers shall have a daily duty-free lunch period of at least the same duration as the student lunch.

- F. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
- G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing.
- H. Teachers shall not be required to transport students.
- I. Teachers whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.
- J. Any non-tenure teacher who receives a notice of the non-renewal of his contract may within five (5) days thereafter, in writing, request a statement of reasons for such non-renewal from the Superintendent. The Superintendent shall give the teacher a statement of reasons, in writing, within five (5) days after his receipt of such request.
- K. During the 1974/1975 school year, the Board of Education will employ three nurses. It is understood by both parties that these employees are to exercise the same professional responsibility towards students as is exercised by teachers.
- L. It is desirable for each teacher to have an uninterrupted preparation period. No teacher shall be used as a substitute except in cases of emergency.

ARTICLE VII

SCHOOL CALENDAR

- A. The Board shall determine annually the dates between which the schools shall be open in accordance with law. The school year shall consist of not less than 180 actual school days of a minimum of four hours each, except Kindergarten.
  
- B. The Association shall have the right to submit its recommendation for a school calendar for the following school year within the time specified by the Superintendent of Schools, who will then provide the opportunity for discussion with representatives of the Association. Such recommendations will be considered by the Board along with those submitted by the administration of the School district. The final determination and adoption of a school calendar shall rest solely with the Board of Education.

ARTICLE VIII

ABSENCE OF TEACHERS

A. Sick Leave

1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Sick leave shall be extended beyond the teachers accumulated sick leave for the balance of the school year in the case of extended illness on the part of a tenure teacher, subject to deduction of the cost of the Substitute. Medical proof shall be provided upon request. The Board shall have the right to require an examination by its physician of any teacher seeking to benefit from this provision.
3. Teachers shall be notified in writing of their accumulated sick leave days no later than September 1973.
4. When absence arises out of or from work connected assault or injury, the teacher shall not forfeit any sick leave or personal leave and shall continue to be paid his salary for the balance of the school year, or until his return to work, whichever first occurs. Medical proof shall be provided upon request. The Board shall have the right to require an examination by its physician of any teacher seeking to benefit from this provision.

B. Temporary Leaves of Absence

1. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
  - a. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Written application shall be made to the teacher's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and may request full compensation for the following reasons:
    1. Observance of religious holidays.
    2. Court subpoena
    3. Personal business which cannot be conducted outside of school hours

B. Temporary Leaves of Absence- continued

4. Illness in the immediate family as defined in paragraphs 1 c and 1 d below.
  5. Unexpected emergencies.
  6. Death of a relative other than those defined above, or a close friend, for no more than one full day.
- b. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, except for negotiations, and not if the teacher initiates the action.
  - c. Up to five (5) days at any one time in the event of a death of a teacher's spouse, child or parent.
  - d. Up to three (3) days at any one time in the event of death or serious illness of a teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any member of the immediate household.
  - e. Time necessary for person called into temporary active duty in any unit of the U.S. Reserves, or the State National Guard, providing such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid only the differences between his regular pay and any pay which he receives from the State or Federal government for a period not to exceed two (2) weeks. A writing furnished by the teacher's Commanding Officer shall be adequate to prove the teacher's inability to fulfill the obligation when school is not in session.
  - f. Other leaves of absence with pay may be granted by the Board for good reason.
  - g. In the event an employee absents himself one or more days prior to or following a multiday holiday he may be required to show cause. Disciplinary action may be taken by the Superintendent.
2. Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the teacher is entitled.

C. Professional Leave

1. Teachers may be granted professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Superintendent of Schools.



C. Professional Leave - continued

2. Application to the teacher's principal or other immediate superior for professional leave shall be made as early as possible but at least two (2) days before the date of taking such leave.
3. Written report shall be presented to the Superintendent within twenty-one (21) days following the day of final days of a series of meetings.

D. Extended Leave

1. A leave of absence without pay of up to two (2) years shall be granted to any teacher on tenure who serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
2. A teacher on tenure shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.
3. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
4. Any teacher on tenure may request an adoption leave without pay and said leave shall be granted. An adoption leave of absence shall begin not later than three (3) months before the approximate date of the adoption and shall continue to a year from the September immediately following the date the leave begins except that the Board of Education, may, upon recommendation of the Superintendent, change either or both of said periods if in its opinion it appears to be for the best interests of pupils involved.
5. A leave of absence without pay of up to one (1) year shall be granted a tenure teacher for the following:  
Caring for sick members of teacher's immediate family.  
Rest prescribed by a physician.  
Restoration of health.  
The alleviation of hardship involving themselves or immediate family.

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

D. Extended Leave - continued

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

E. Sabbatical Leave

1. Upon submission and approval by the Superintendent of Schools of a proposal for a study program, a sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization or for other reasons of value to the school system.
2. Sabbatical leave shall be granted subject to the following conditions:
  - a. If there are sufficient qualified applicants, sabbatical leaves shall be granted on one member of the professional staff.

E. Sabbatical Leave- continued

- b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than thirty (30) days before issuance of contract, and action must be taken on all such requests no later than April 1st, of the school year preceding the school year for which the sabbatical leave is requested.
- c. The teacher has completed at least seven (7) full school years of service in the River Vale School District.
- d. A teacher on sabbatical leave shall be paid by the Board at one hundred per cent (100%) for one-half (1/2) year or fifty (50%) per cent for one (1) year of the salary rate which he would have received if he had remained on active duty only if qualified replacement can be found.
- e. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- f. A teacher who is granted a Sabbatical leave shall upon completion of said leave agree to return to the River Vale School District for not less than two (2) years.

F. Maternity Leave

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

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

3. The teacher shall apply for re-instatement within a reasonable time following delivery, or by April 1st of the year following the birth. Prior to her re-instatement she shall furnish a medical certificate confirming the fact that she is medically able to render services to the school district.
4. Extension of this leave for tenured teacher for reasons connected with this birth may be extended at the discretion of the Board. The Board shall not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
5. A teacher availing herself of this leave policy may:
  - a. Take her leave without pay
  - b. Apply her sick leavepay as per Article 8, A.1 to her leave.

## ARTICLE IX

### TEACHER - ADMINISTRATION LIAISON

#### A. Building Level Liaison -

##### 1. Organization

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

##### 2. Areas for Liaison Committee Consideration -

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

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

#### B. District Level Liaison -

The Association President and three (3) members of the Association shall meet with the Superintendent and the three principals at least once a month during the school year to review and discuss current school problems and practices, and the administration of this Agreement with the explicit understanding that such meetings are strictly advisory in nature, except for the administration of this Agreement, which is a binding contract on both parties.

## ARTICLE X

### SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A.
- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have any amount of their monthly salary deducted from their pay and deposited with organizations such as but not limited to, East Bergen Teacher's Federal Credit Union.
3. When pay days fall on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
4. Teachers will receive, on their last working day in June, a schedule of dates for salary payments for the following year which will be the 15th and 30th of each month or as stated above in paragraph B-3. Final checks will be issued upon completion of all obligations and duties as listed on the teacher's check list.
5. The positions of curriculum coordinators shall be reviewed by the Board of Education annually with additional compensation for any teacher holding this title to be established in accordance with Article XI Paragraph 4.

#### C. Withholding of Increments

The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed automatic. The withholding of any salary increment for inefficiency or other good cause shall be governed by the provisions of N.J.S.A. 18A:29-14 and shall be preceded by the following steps:

1. A recommendation to withhold increment shall not be made to the Board of Education unless the teacher shall have received a minimum of three formal observations spaced at least 30 days apart.
2. Within five (5) school days following each such observation, the teacher will be given a written summary of the observation with recommendations for improvement and will discuss it with the evaluator. The teacher or evaluator may request of the Superintendent an additional evaluation, which will then be discussed with the teacher.

3. If withholding of increment is recommended, the Superintendent will present the teacher with a written copy of his recommendation. Prior to the week of April 1st, the teacher will be given an opportunity to discuss the recommendation with the Superintendent within five (5) school days of receipt of such recommendation.
4. If the teacher so desires, he will be given an opportunity to be present at the meeting of the Board of Education when his case is to be considered and will be given the opportunity to present his case.
5. If the teacher is not satisfied with the Board's final determination, he may appeal the decision to the Commissioner of Education of the State of New Jersey as provided for by Title 18A:29-14 as amended.
6. The contents of evaluations shall be kept confidential from students, parents or at any public gathering.
7. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher.
8. The parties agree to establish a committee composed of three (3) members appointed by the Association, three (3) principals and the Superintendent and/or his designee for the purpose of formulating a system-wide evaluation form. The committee shall attempt to complete its work no later than November 1, 1974.

ARTICLE XI

ADDITIONAL REIMBURSEMENT

The Board agrees:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
2. To pay up to two hundred fifty dollars. (\$250) per contract year toward the cost of tuition and fees . incurred in connection with graduate courses and/or other courses beneficial to the teacher in his professional growth, subject to the approval of the Superintendent of Schools, and in accordance with River Vale School Code R 5-8.7.
3. To pay for mileage to those personnel whose regular assignment calls for travel between two or more locations within the district. Mileage will be reimbursed at fifteen cents a mile for which vouchers shall be submitted periodically to the business office.
4. To establish a salary plan for such staff members who shall be named as co-ordinators, as follows:

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

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

5. To pay those employees, who are to be paid by the normal voucher arrangement; that is, Bedside Instructors, Supplemental Instructors, and Speech Correctionist at a rate of \$8.00 per hour, following the State guidelines for arranging teaching time.



6. The present salary schedule is set up to provide incentives for teachers to continue their professional education on a graduate level or through approved equivalency credit activities. Placement on the next salary level is determined by the number of graduate and/or equivalency credits accumulated, as set forth herein:

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

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

Special formalized in-service programs may be approved by the Superintendent of Schools for equivalency credit in lieu of graduate credits earned at an accredited college or university. The term "special formalized in-service programs" refers to courses, workshops or study programs sponsored either by the local school system, an institution of higher learning, or other organizations for which academic credit may not be available. The amount of credit approved for such programs will be dependent upon attendance requirements and outside preparation. In general, college standards are followed. Of the required 15 credits beyond the Bachelors or Masters Degree, in lieu of graduate credits a maximum of six equivalency credits may be approved beyond the B.A. level, and a maximum of six equivalency credits may be approved beyond the M.A. level.

ARTICLE XII

EXTRA PAY FOR EXTRA SERVICE

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

ARTICLE XIII

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the River Vale Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 275 Public Laws of 1971 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the River Vale Education Association following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Teacher authorizations shall be in writing.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

## ARTICLE XIV

### INSURANCE PROTECTION

- A. The Board shall provide the health group insurance protection designated below for the term of this Agreement. The Board shall pay the full premium for each teacher and the premium for a full family plan where the teacher has a family.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a period beginning 90 days from commencement of work and for a full 12 month period in succeeding years, from September 1st and ending August 31st; unless the new employee transfers from another district participating in the State Health Benefits Plan, such payments and coverage would continue without interruption. Payments will be made in behalf of a teacher who terminates employment as of June 30th through August 31st.
  2. Provisions of the health group insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the State Health Benefits Plan.
- B. The Board will attempt to provide to each teacher a description, from the insurance carrier, of the health group insurance coverage provided under this Article, no later than the beginning of the 1974/1975 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:
1. If by the Association to the Board Secretary at 613 Westwood Avenue, River Vale, New Jersey.
  2. If by the Board to the River Vale Education Association, Woodside School, River Vale, New Jersey.
- D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by this Agreement, in accordance with applicable laws, rules and regulations, to hire teachers in the school district and to maintain the efficiency of the school district operations entrusted to them and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- E. It is agreed by both parties that negotiations will be conducted without the use of "sanctions" (as defined by law) or any tactics or pressures which will interfere with the normal operations of the school or the normal activities of the Association.

The parties also agree that during the period of active negotiations, but not later than December 1st, the only publicity accorded the negotiations by the parties will consist of joint press releases or, in the event the parties are unable to agree, a joint press release stating that either "Progress has been made" or "No progress has been made."

- F. The parties agree to follow the procedures outlined in this Agreement, if provided, and in that event, to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

- G. It is agreed that the Board shall follow the Equal Employment Opportunity Laws and Regulations in carrying out the terms and conditions of employment.
- H. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XVI  
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1974, and shall continue in effect until June 30, 1975, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

RIVER VALE EDUCATION ASSOCIATION

By

Its President

BY

Its Secretary

RIVER VALE BOARD OF EDUCATION

By

Its President

By

Its Secretary

RIVER VALE PUBLIC SCHOOLS

SALARY GUIDE - SEPTEMBER TO JANUARY 1974/1975

<u>STEP</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1	1.00	9,250	1.12	10,360	11,285
2	1.04	9,620	1.16	10,730	11,655
3	1.08	9,990	1.20	11,100	12,025
4	1.13	10,453	1.25	11,563	12,488
5	1.18	10,915	1.30	12,025	12,950
6	1.23	11,378	1.35	12,488	13,413
7	1.28	11,840	1.40	12,950	13,875
8	1.33	12,303	1.45	13,413	14,338
9	1.38	12,765	1.50	13,875	14,800
10	1.44	13,320	1.56	14,430	15,355
11	1.50	13,875	1.62	14,985	15,910
12	1.56	14,430	1.68	15,540	16,465
13	1.62	14,985	1.74	16,095	17,020
14	1.68	15,540	1.80	16,650	17,575
15	1.73	16,003	1.86	17,205	18,130



RIVER VALE PUBLIC SCHOOLS

SALARY GUIDE - FEBRUARY TO JUNE - 1974/1975

<u>STEP</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1	1.00	9,350	1.12	10,472	11,407
2	1.04	9,724	1.16	10,846	11,781
3	1.08	10,098	1.20	11,220	12,155
4	1.13	10,566	1.25	11,688	12,623
5	1.18	11,033	1.30	12,155	13,090
6	1.23	11,501	1.35	12,623	13,558
7	1.28	11,968	1.40	13,090	14,025
8	1.33	12,436	1.45	13,558	14,493
9	1.38	12,903	1.50	14,025	14,960
10	1.44	13,464	1.56	14,586	15,521
11	1.50	14,025	1.62	15,147	16,082
12	1.56	14,586	1.68	15,708	16,643
13	1.62	15,147	1.74	16,269	17,204
14	1.68	15,708	1.80	16,830	17,765
15	1.73	16,176	1.86	17,391	18,326

SCHEDULE B

EXTRA PAY FOR EXTRA SERVICE

<u>Activity</u>	<u>Amount</u>
Baseball - coach	\$ 180.00
Basketball - coach	180.00
Physical Education - Activities	
Boys. phys. ed. (1)	
Girls phys. ed. (1)	
elem. school (1 each)	180.00 each
Art - preparation for art present- ations and displays	180.00 each
Music preparation of programs	180.00 each
Cheerleaders - sponsor (1)	60.00
Dramatics - preparation for public performance	120.00
Audio Visual Director	180.00
Publications - for school or public distribution	60.00
Student Council - activity sponsor	60.00
Science Club - sponsor (1 per school)	60.00
Safety Patrol	100.00 each
Boys Wrestling - Middle School	100.00
Hockey - Middle School	100.00
Soccer - Middle School	100.00

May 23, 1974

Mrs. Roslyn Leiboff  
President  
River Vale Education Association  
Woodside School  
River Vale, N.J.

Dear Mrs. Leiboff

During the 1974/1975 school year the practice presently in effect regarding release time when a specialist is teaching a class will be continued.

In addition, during the 1974/1975 school year, we will continue our present policy of preparation time for seventh and eighth grade teachers (i.e. five periods per week).

Current practices will be continued regarding the assignment of substitute teachers. The Board will attempt to provide substitutes for absent employees wherever possible.

Prior to 12/31/74 the building Principal with the building Liaison Committee will have completed a disciplinary procedure for each school for approval by the Superintendent of Schools. A student disciplinary procedure will be implemented in each school by January 31, 1975.

Dates for the following events shall be jointly planned by the Association and the Administration and distributed to all staff members not later than the last day of school in the 1973-1974 school year:

- a. Back-to School Nights
- b. Conferences
- c. End of marking periods
- d. Issuance of report cards
- e. Standardized achievement tests

It is agreed by both parties that for the 1974-75 contract year ART. XI Paragraph 2, has a maximum of \$8,000.00 for the life of the Agreement.

Each participating teacher shall receive a maximum of \$250.00 toward course reimbursement provided however that, if the number of teachers availing themselves of this clause causes the amount to exceed \$8,000.00, teacher's reimbursement shall be reduced on an equal pro-rated basis. Adjustments, if any, will be made by March 1, 1975.

Yours very truly

Joseph Serra  
President  
River Vale Board of Education