

AGREEMENT

Between the

BOROUGH OF RIVERTON BOARD OF EDUCATION

and the

RIVERTON EDUCATION ASSOCIATION, INC.

2007 - 2010

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2007-2010

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ARTICLE I

AGREEMENT

- A. This agreement made and entered into as of the 1st day of July, 2007, between the Riverton Borough Board of Education (hereinafter referred to as "the Board") and the Riverton Education Association, Inc. (hereinafter referred to as "the Association") defines areas of negotiated agreement between the Board and the Association and is intended to improve the cooperation among the Board, Administration, and Professional Staff, as represented by the Association, for the betterment of the educational program in the Borough of Riverton Public School.
- B. It is stipulated by both the Board and the Association that this agreement is entered in good faith, and that both parties will work cooperatively to carry out the agreement, herein set forth, within the framework of the laws of the State of New Jersey.
- C. Negotiations for a successor agreement to this agreement shall commence not later than February 15 of the final year of affectivity of this agreement.

ARTICLE II

RECOGNITION

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating the Public School in the Borough of Riverton and recognizes the Superintendent and/or her designee as the representative of the Board in carrying out policies and operating instructions.
- B. The Association has presented satisfactory evidence to the Board of its designation by more than a majority of the certified teachers, nurse, learning disability teacher consultants, secretaries and annually contracted salaried custodial personnel regularly employed by the public school of the Borough, the Board recognizes the Association as the exclusive negotiation representative of the above named personnel for the purpose of collective negotiations pursuant to Chapter 123, Public Law of New Jersey 1974. Excluded from this agreement is the Superintendent, Board Secretary, Secretary to the Board Secretary, Confidential Secretary to the Superintendent, Psychologist, School Social Worker and hourly personnel.

ARTICLE III

NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor agreement shall be held in Riverton School building at a place and time mutually acceptable to the Board and Association.
- B. Either Board or Association may have as representatives, persons not members of their respective organization. In such cases, the party having such outside representation shall certify to the other party, in writing, that such representation was authorized by the executive committee of the Association, or by the membership of the Board.
- C. Meeting dates and meeting procedures shall be mutually agreed upon by the negotiating teams.
- D. It is mutually agreed that it is most desirable that all members of the negotiating team be personnel with tenure in the Riverton School District.

ARTICLE IV

RIGHTS

A. Board Rights

- 1. The Board reserves to itself, except as otherwise specified via the agreement, sole jurisdiction and authority over matters of policy, and the implementation thereof, to carry out its state mandated responsibility to manage and direct all of the operations and activities of the school district in accordance with applicable laws and regulations.

B. Employees' Rights

- 1. Pursuant to Chapter 123 Public Law of New Jersey, 1974, the Board of Education hereby agrees that every employee of the Board eligible for membership in the negotiating unit as recognized in Article II of this agreement, shall have the right freely to organize, join and support the Riverton Education Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising government power under the laws of the State of New Jersey, the Board

undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Chapter 123, Public Law of New Jersey, 1974 or the Constitution of New Jersey and the United States; that it shall not discriminate against any 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 any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

2. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
3. Nothing contained herein shall be construed to deny to any employee such rights as he may have under New Jersey Laws.
4. A teacher shall maintain the basic right and responsibility to determine grades within the grading policy of the Riverton School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. In the event grade changes are considered necessary by the Superintendent, she shall hold a conference with the affected teacher prior to such change and indicate in writing the reasons for the changes. If the Superintendent and the teacher cannot resolve the issue and a parent is involved, a conference will be held with the parent, teacher, and Superintendent in an effort to resolve the matter. Therefore, the Superintendent's judgment will prevail.
5. This agreement does not limit the right of any employee to act as an individual in relationship with the Superintendent or the Board, if he so desires, and this action does not violate the provisions of this agreement.
6. Any criticism by a supervisor or administrator of a teacher and his or her methodology shall be made in confidence, and not in the presence of students, parents, or public gatherings.

C. Association Rights and Privileges

1. Representatives of the Association, Burlington County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to hold meetings to transact official Association business on

school property provided that this does not interfere with or interrupt school operations; does not conflict with Board-approved activities or facility rental; does not require building to be opened at times it is normally closed and does not require additional janitorial or maintenance time. Clearance for such meetings must be obtained from the Superintendent. Barring scheduling conflicts, the Superintendent may grant such clearance. The clearance procedure does not apply to Association committee meetings. Additionally, the Association will be permitted to rent school facilities in accordance with Board's established rental policy.

2. The Association may be permitted to use school-owned equipment such as typewriters, copier machines, computers, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use, provided that the equipment is not removed from the school district property. The Association may pay for all materials and supplies incident to such use. The Association may be responsible for the equipment while using it and will reimburse the Board for any damage to, or loss of, the equipment while in such use.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee or the Association based on the interpretation, application, or violation of this agreement, Board policies and administrative decisions affecting terms and conditions of employment.
2. An "aggrieved" person is the person or persons making the complaints.
3. A "party at interest" is the person or persons making the complaint and any person or group who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Purpose

1. The primary purpose of the procedure set forth in the Agreement is to secure, at the lowest level possible, an equitable solution to the grievance of any employee.
2. The Board and Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

3. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Filing A Grievance

1. An employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level. If a decision is required, it shall be rendered within five (5) days of the informal meeting.
2. The grievance shall be in writing to the Superintendent specifying:
 - (a) Name and date of filing;
 - (b) The nature of the grievance, the date of occurrence, and listing details and witnesses, if known;
 - (c) The results of previous discussions;
 - (d) The basis of his dissatisfaction with the determination;
 - (e) The corrective action desired; and
 - (f) The section of the contract or Board policies violated.

The Superintendent shall communicate her decision to the employee in writing within five (5) school days of receipt of the written grievance.

3. If the grievance is not resolved to the employee's satisfaction, he may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by a joint committee of the Board and the Association. This review shall be attended only by the aggrieved, the Superintendent, the Board President or his designee, the Association President or his designee and the object of the grievance (if other than the Board). Designees may be selected only from the Board and the Association. The request shall be submitted in writing through the Superintendent, who shall notify the above persons.

The function of this committee shall be to attempt to resolve the grievance at an informal level. The result of this review shall be a report submitted to the Board and the Association within five (5) school days after the review, signed jointly by the Board President and Association President, attesting to the disposition of the grievance.

4. If the employee is dissatisfied with the disposition of the grievance, he may request within five (5) days of the date of the above report, a review by the Board of Education.
5. The request for review by the Board of Education shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The aggrieved shall have the right to appear in person for a hearing before the full Board if he shall so desire. The Board's decision must be made in writing to the aggrieved, with copies to the Superintendent and Association President within fifteen (15) school days of submission.
6. In the event the employee is dissatisfied with the determination of the Board, he may request in writing, not later than five (5) school days after receipt of the Board's decision, that the Association submit his grievance to arbitration. If the Association determines the grievance is meritorious, it may submit the grievance to arbitration by giving written notice to the Superintendent no later than fifteen (15) school days after receipt of the employee's request.
7. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree upon an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in selection.
8. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly, and shall issue his decision not later than ten (10) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be submitted to the Board and Association in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.
9. The arbitrator shall be without power or authority to make any decision contrary to, inconsistent with, or which alters, modifies, adds to or subtracts from the provisions of this Agreement, or of applicable laws, rules or regulations having the force of law.
10. In grievances involving the alleged violation, misinterpretation or misapplication or the terms of this Agreement,

the arbitrator's decision shall be final and binding. On grievances involving the alleged violation, misinterpretation or misapplication of policies of administrative decisions, the arbitrator's decision shall be advisory.

11. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring the same.

D. Procedure

1. A grievance, to be considered under this procedure, must be initiated by the employee within twenty (20) calendar days of its occurrence, or within twenty (20) calendar days after he would reasonably be expected to know of its occurrence.
2. 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.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 will indicate that the grievance has been abandoned.
4. It is understood that employees shall, during and notwithstanding the pending 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.
5. An employee is and will be assured freedom from penalty or reprisal in connection with the presentation of grievance.
6. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. When an employee is not represented by the Association, the Association shall have the right to be present. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
7. A minority organization shall not have the right to present or process a grievance.

8. It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.
9. The reviewing authorities (Superintendent or Board) cannot perform properly their function in the review and disposition of grievances unless all facts pertinent to a grievance are presented at each step in the procedure. Should the employee who feels aggrieved submit new evidence at any step in the procedure, the grievance will be remanded to the level at which it was initially lodged.

ARTICLE VI

TEACHER EVALUATION & TEACHER'S FILES

A. Teacher Evaluation

1. All monitoring or observation of the work performance shall be conducted with full knowledge of the teacher.
2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
3. The administration shall establish procedures that guarantee a minimum of three (3) written evaluations per year for each non-tenured teacher and one (1) for each tenured teacher.

B. Teacher's Files

1. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators. No such report shall be placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher must sign and date each such document as evidence of having seen it. Signature does not indicate agreement with the contents. Failure of the teacher to sign and date such document does not preclude entrance of this data in his file.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Administration and attached to the file copy. Failure of the teacher to sign and date such documents does

not preclude entrance of this data in his file.

3. A teacher shall have the right, upon request, to review the contents of his personnel file, which deals with classroom evaluations, past contracts and like material. The Board reserves the right to protect the confidentiality of personal references, academic credentials, health examinations, credit inquiries and references, and similar documents.

ARTICLE VII

FAIR DISMISSAL PROCEDURE

A. Non-Tenured Teachers

1. Fair dismissal procedures for the non-tenured teachers' provision will be modified to conform to existing law.
2. Failure to rehire a non-tenured teacher is not subject to grievance.

B. Tenured Teachers - Dismissal for Cause

1. Any teacher dismissed shall receive notice, or pay in lieu of notice, in accordance with provisions of his individual contract.
2. Such teacher will be advised via conference and a written report of the reasons for such dismissal.
3. No tenured teacher shall be dismissed or reduced in compensation except pursuant to the provisions of the tenured employees hearing law 18A:6-10, et seq.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

A. Teaching Hours

1. The length of the teacher's basic academic day shall not exceed seven (7) hours and fifteen (15) minutes and shall encompass the student's classroom day. Teachers shall arrive ten (10) minutes before students arrive and remain fifteen (15) minutes after student dismissal. Teachers shall be in the classroom before students arrive and shall remain in the classroom until after student dismissal.

B. Teaching Load

1. Each school teacher shall have five (5) free lunch periods per week except when assigned supervisory duty.
2. All professional staff members shall attend those extracurricular activities not listed in Article XV as may be assigned by the school administration.
3. Teachers teaching self-contained classes shall normally have planning and preparation time while their classes are receiving instruction from special subject areas. Every effort will be made, when the need arises, to secure a substitute teacher to cover these specialty classes in order not to interfere with such planning and preparation time. It is understood that an unassigned preparation period is subject to the total school program and, as a result, such things as field trips, testing programs, and emergency class needs and assemblies may, from time to time, be substituted for purposes other than preparation when deemed necessary in the judgment of the Superintendent.

C. Evening Conferences

Two (2) evening sessions of Parent-Teacher Conferences will be scheduled each school year from 6:00 P.M. to 8:00 P.M. Teacher attendance will be determined by the Superintendent. There will be early dismissal for teachers at 12:30 P.M. on these days.

D. Faculty Meetings

There will be two (2) faculty meetings per month to be held after the teachers' normal/regular workday (presently 3:15 P.M.). The meeting shall not extend beyond forty-five (45) minutes. (Presently would go to 4:00 P.M.).

There may be one (1) 30 minute meeting during a teacher's lunch once a month for the purpose of meeting with all grade level teachers.

E. Early Student Dismissal

There will be five (5) 12:30 P.M. student dismissal days for administrative and staff collaborative activities, meetings and professional development.

ARTICLE IX

TEACHERS' CONTRACTS AND SCHOOL YEAR

A. In accordance with established Board policy, the following procedure will apply to teachers' contracts:

1. Salary notices for tenured teachers shall be issued during the two-week period following the April Board meeting at which they are approved. Signed contracts should preferably be returned to the Superintendent's office by the 30th of April.
2. Contracts to non-tenured teachers shall be issued during the two-week period following the April meeting at which they are approved. Signed contracts are expected to be returned to the Superintendent's office by the 30th of April. All contracts not returned by said date may be considered void by the Board of Education.

B. School Calendar

1. The school calendar shall be set forth annually by the Board at its regular meeting in April. Prior to that meeting, the Association will bring to the attention of the Board through the Superintendent any date or dates that it feels should be considered as non-school days.

C. School Year

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 185 days. One day to be used for professional development.

ARTICLE X

SICK LEAVE

- A. Sick leave shall be granted for each school year to all employees covered by this agreement on the following basis: full-time employees shall receive twelve (12) full school days; half-time employees shall receive twelve (12) half school days.
- B. Unused sick leave days shall be accumulative from year to year with no maximum limit. All teachers shall be given an accounting of accumulated sick leave by September 30.
- C. All employees absent more than three (3) consecutive school days may be required to support their claim for sick benefits with proof of disability.
- D. Unit members who **retire from** the district or who die while in active employ of the district shall be entitled to sick pay. Unit

members of the Riverton Borough School District shall be entitled to this sick pay with the provision that they were in the district for a minimum of ten (10) years and leaving in good standing, with notice of intention given by the end of February.

1. Payment shall be at the rate of \$25.00 per unused accumulated sick leave day for the duration of the contract.
2. Payment shall be made to the individual or his/her estate whichever is applicable.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Personal Business

1. With the advance approval of the Superintendent, an employee may be granted time off with pay for personal business, not to exceed a total of two (2) days in a school year. Such time off will be in keeping with nature of the need for absence and may be granted in units of a half-day.
2. Personal days will be granted immediately before or after holidays or academic breaks, upon notice given two weeks in advance. Superintendent has the prerogative to permit certain amount of staff to be absent on one day.
3. Subject to the above conditions, one sick leave day may be converted to a personal day. If this option is not requested, said day will be accumulative as is all other sick leave.
4. Unused personal days in any one school year may be converted to sick leave days to be added to accumulative sick leave.

B. Professional Growth

1. The Board and the Administration will make efforts to provide for opportunities for professional growth when possible during the school day.

C. Bereavement

1. In the case of the death of a member of the immediate family (husband, wife, children, parents, brothers, sisters, sister-in-law, brother-in-law, grandparents or parents-in-law) of any employee or the death of any relatives who were living in the home of the employee preceding the death, such employee may be excused without loss of pay for a period not to exceed five (5) school days, not necessarily consecutive, upon the approval of the Superintendent. The actual time granted will depend upon the needs of the particular case.

ARTICLE XII

UNIT MEMBER REASSIGNMENTS

- A. Notice of reassignment shall be given to the unit member as soon as practicable. An employee who has been notified of reassignment shall be given an opportunity to discuss the reassignment with the Superintendent.

ARTICLE XIII

MATERNITY LEAVE

A. Maternity

The Board shall grant maternity leave without pay to any employee upon request subject to the conditions set forth by State and Federal Laws as interpreted and amended by the courts and appropriate agencies.

B. Adoption

Any employee adopting an infant child may receive leave of absence as stated in the paragraph above as afforded to teachers for the purpose of maternity and which shall commence upon the employee receiving de facto custody of said infant or earlier, if necessary, to fulfill requirements for adoption.

ARTICLE XIV

INSURANCE PROTECTION

A. Health Insurance

1. The Board shall provide an insurance program (which includes prescription coverage) for all unit members as defined in the Recognition Clause - Article 11-B, **as listed on the attached Addendum II and subject to the conditions restricting new participation in any POS plan**, hereinafter referred to as "the Plan". The Board will provide coverage to those Unit members who wish coverage for their immediate family. Coverage for dependents shall continue in accordance with the type of plan chosen. Employees hired after 1996 will receive only single coverage paid by the Board until such time as tenure is reached.
2. This coverage shall be placed with a carrier selected by the

Board so long as said plan does not offer less coverage than the plan in place at the present time.

3. The Board shall pay the full (100%) cost of single dental insurance program for all unit members as defined in the Recognition Clause - Article 11-B, until such time as employee attains tenure, after which full family coverage could be paid. Annual maximum coverage per person shall be \$1,250.
4. As an option to the current Health Benefits Program, the Board shall agree to pay for Unit Members the cost of the New Jersey Education's Group Income Protection Plan as now written from Prudential Insurance Co., at a cost not to exceed **\$2,000** annually.
5. The individual staff member's choice regarding insurance plans must be indicated to the Administration during the period of open enrollment. In the event that an employee elects to forgo all benefits, including the disability plan, that employee will be entitled to **\$2,000**, paid at the end of the school year. Proof of alternate health benefit coverage must be on file.
6. The Board and the Association agree to form a committee consisting of individuals selected by the Board and the Association to study the feasibility of instituting a limited provider network for prescription coverage.

B. Retirement Coverage

1. Any teacher and/or support personnel who is a member of the Riverton Education Association (hereinafter called the REA) and shall retire on or after the effective date of this contract shall be eligible to participate in the State Health Benefit Program, in accordance with the COBRA laws.

ARTICLE XV

EXTRA DUTY PAY

A. Extra Duty pay will be paid for conducting the following programs. The activities are over and above normal extracurricular duties and outside normal school hours. The activities will be advertised for any staff member or qualified person to apply. The person or persons assigned to each activity will be made by the Superintendent from those interested in and qualified for each activity. In the event no one volunteers, the Superintendent may assign the activity to a staff member.

B. The following fee schedule applies:

	07-08	08-09	09-10
<u>SPORTS</u>			
Basketball Monitor (per hour)	\$ 25	\$ 25	\$ 25
Boys' Basketball Coach	\$2,150	\$2,150	\$2,150
Cheerleading	\$1,200	\$1,200	\$1,200
Girls' Basketball Coach	\$2,150	\$2,150	\$2,150
Intramural Basketball*	\$ 875	\$ 875	\$ 875
Intramural Field Hockey*	\$ 875	\$ 875	\$ 875
Intramural Flag Football*	\$ 875	\$ 875	\$ 875
Intramural Softball*	\$ 875	\$ 875	\$ 875
Intramural Volleyball*	\$ 875	\$ 875	\$ 875
<u>CLUBS</u>			
Chess Club	\$ 875	\$ 875	\$ 875
Courier-Student Newspaper(per issue)**	\$ 400	\$ 400	\$ 400
Drama Club(per performance,max.2)	\$ 750	\$ 750	\$ 750
Technology Club	\$1,000	\$1,000	\$1,000
Web Surf Club	\$1,000	\$1,000	\$1,000
<u>ACTIVITIES</u>			
8 th Grade Advisor - Graduation	\$ 750	\$ 750	\$ 750
8 th Grade Advisor - Fund Raiser	\$ 950	\$ 950	\$ 950
8 th Grade High School Advisor	\$1,100	\$1,100	\$1,100
ESL Coordinator	\$1,000	\$1,000	\$1,000
Gifted & Talented Coordinator	\$1,000	\$1,000	\$1,000
Math/Science Coordinator(2)(per event)	\$ 525	\$ 525	\$ 525
Public Relations	\$ 850	\$ 850	\$ 850
Safety Patrol	\$1,500	\$1,500	\$1,500
Student Council	\$1,500	\$1,500	\$1,500
Vocal Music	\$2,300	\$2,300	\$2,300
<u>DUTIES</u>			
Lunch Duty (min 2 - max 4)(per hour)	\$ 25	\$ 25	\$ 25
Morning Duty (2)	\$1,150	\$1,150	\$1,150

Mt. Misery (per person) 1 wk (4)	\$1,000	\$1,000	\$1,000
Curriculum writing (per hour)	\$ 40	\$ 40	\$ 40
Tutoring (per hour)	\$ 40	\$ 40	\$ 40
Chaperone/Dance Event (per hour)	\$ 25	\$ 25	\$ 25

* 16 games/practice sessions minimum (25 hrs); otherwise pro-rated

** maximum number of issues - 3 (fall,winter,spring)

ARTICLE XVI
SALARY SCHEDULE

- A. The salary schedules for the 2007-08, 2008-09, 2009-10 school years are set forth as Schedule A-1 and shall become effective July 1 for the ensuing school year.
- B. A service increment over the specified salary guide figures will be granted after 15 years, 20 years, 25 years and 30 years of service in the Riverton School District. In addition, a one-time service bonus will be given after 25 years of service in the Riverton School District. The increments are attached as Schedule A-3.
- C. The Board of Education reserves the right to withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both.

The procedure under which the increment is withheld shall be that as outlined in Article VI, Paragraph A, "Teacher Evaluation".

The employee involved will be advised of the Superintendent's recommendation at a conference held prior to the March School Board meeting.

- D. When a scheduled payday falls on or during school holiday or vacation, employees shall be paid on the last previous working day.

A-1
SALARY GUIDES

<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	42,469	43,565	46,132
2	42,669	43,765	46,532
3	43,209	43,965	46,932
4	44,442	45,220	47,332

5	45,778	46,579	48,604
6	47,114	47,938	49,876
7	48,450	49,298	51,149
8	49,771	50,642	52,450
9	51,038	51,931	54,311
10	52,387	53,304	55,654
11	53,620	54,558	57,444
12	55,102	56,066	59,863
13	58,251	59,270	62,273
14	60,596	61,656	65,307
15	63,548	64,660	69,153
16	66,399	67,561	72,653
17	69,682	70,901	76,453
18	73,142	74,652	80,203
19	76,603	78,403	

*step number does not reflect years of service

STAFF ADVANCEMENT CHART

BASE YEAR 2006-07		2007-08		2008-09		2009-10	
STEP	BA RATE	STEP	BA RATE	STEP	BA RATE	STEP	BA RATE
						1	46,132
				1	43,565	2	46,532
		1	42,469	2	43,765	3	46,932
1	41,523	2	42,669	3	43,965	4	47,332
2	41,923	3	43,209	4	45,220	5	48,604
3	42,453	4	44,442	5	46,579	6	49,876
4	43,665	5	45,778	6	47,938	7	51,149
5	44,977	6	47,114	7	49,298	8	52,450
6	46,290	7	48,450	8	50,642	9	54,311
7	47,603	8	49,771	9	51,931	10	55,654
8	48,901	9	51,038	10	53,304	11	57,444
9	50,145	10	52,387	11	54,558	11	57,444
10	51,471	11	53,620	12	56,066	12	59,863
11	52,682	12	55,102	13	59,270	13	62,273
12	54,138	13	58,251	14	61,656	14	65,307
13	57,232	14	60,596	15	64,660	15	69,153
14	59,536	15	63,548	16	67,561	16	72,653
15	62,437	16	66,399	17	70,901	17	76,453
16	65,238	17	69,682	18	74,652	18	80,203
17	68,463	18	73,142	19	78,403	18	80,203
18	71,677	19	76,603	19	78,403	18	80,203
19	74,923	19	76,603	19	78,403	18	80,203

*start with base year and read straight across to determine position on guide each year of contract

A-2

HIGHER EDUCATION CREDIT

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
BA+15	\$1,600	\$1,650	\$1,700
BA+30 or MA	\$3,200	\$3,300	\$3,400
MA+15 or BA+45	\$4,800	\$4,950	\$5,100
MA+30 or BA+60	\$6,400	\$6,600	\$6,800

A-3

LONGEVITY

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
15 year service increment	\$ 511	\$ 537	\$ 565
20 year service increment	\$1,505	\$1,581	\$1,663
25 year service increment	\$2,016	\$2,119	\$2,228
30 year service increment	\$3,010	\$3,164	\$3,327
One time service bonus after 25 years		\$1,250	

ARTICLE XVII

GRADUATE CREDIT ASSISTANCE PROGRAM

- A.** The Board of Education shall provide financial assistance to teachers taking graduate courses for professional improvement according to the following criteria.
1. The Board will pay seventy-five (75%) of the tuition required for approved graduate **and undergraduate** courses not to exceed **\$1,500** for year per teacher regardless of how many courses are taken. Tuition reimbursement will be limited to **\$6,000 (total sum of money) to be paid out each year of the agreement (\$6,000 in 2007-08, \$6,000 in 2008-09, \$6,000 in 2009-10)**
 2. Payment will be made on graduate and undergraduate courses required for a degree program, certification or advanced study which are successfully completed. **Successful completion shall be defined by the employee receiving a grade of "B" or it's equal or better. These courses must be determined to cause an enhancement to the Riverton School system and such determination is within the sole discretion of the Superintendent.** The approval of the Superintendent for any course must be secured prior to registering for the course if the teacher wishes to be reimbursed according to the formula for graduate credit assistance program.

3. Salary adjustments to a new column of the guide are made annually on the presentation of official evidence of eligibility for a new column. Deadline dates for submission of evidence of credits to be counted for salary moves are July 15, August 15, October 15, and March 15. Transcripts are to be submitted to the Superintendent. Salary payment provisions for adjusted salaries are as follows:
 - a. Board approval made in July and August affect salary for the current school year beginning July 1.
 - b. Increases approved by the Board in October are retroactive to September 1.
 - c. Increases approved by the Board in March are retroactive to February 1.
 - d. New contracts will be issued to certificated personnel whose salary status is changed.
4. When a staff member who is off guide earns additional credits to make a horizontal move, his salary increase shall be the difference between the two columns at the last step of the guide.

ARTICLE XVIII

SABBATICAL LEAVE

- A. Sabbatical leave may be granted to members of the Association under the following terms and conditions:
 1. No more than one (1) staff member shall be granted such leave in any one year.
 2. Such staff member must have served in the Riverton School District for five (5) years at the time leave is granted.
 3. Sabbatical leave will be granted for the purpose of fulfilling institutional residency requirements (full-time study) for an advanced degree in the staff member's major teaching field, or in any Board approved course of study.
 4. Application in writing for sabbatical leave must be received by the Superintendent by January 1 of the year in which the sabbatical is desired.
 5. Staff member taking the sabbatical leave must agree, in writing, to teach at Riverton for one full school year immediately following the return from the sabbatical leave, if the Board requires.
- B. The Board will provide teachers on sabbatical leave:
 1. A grant equal to 1/3 of the base salary, including service

increment, for the term of the sabbatical.

2. Payment of the insurance protection defined in Article XIV for the term of the sabbatical.
- C. All actions taken by the Board or the Superintendent and decisions made by the Board concerning the disposition of an application for sabbatical leave shall be exempt from grievance by the applicant or the Association.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Separability

If any provision of the Agreement of any application of the 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. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or current policies of the Board, as amended, in force on said date, shall continue to be applicable during the term of this Agreement.

- C. Teachers shall be paid the then current amount allowed by the Internal Revenue Service from time to time for travel between schools or other travel authorized by the Board after arrival at first location at the beginning of the workday.

ARTICLE XX

VACANT POSITIONS

- A. Any new or vacant position shall be posted before the final date applications must be submitted. The duties of the position shall be described in the notice.
- B. When a teaching vacancy occurs due to the creation or development of new curriculum, current staff members shall be

given first consideration so long as he/she is qualified to teach the new subject.

ARTICLE XXI

REPRESENTATION FEE IN LIEU OF DUES

A. Representation Fee

1. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e. September 1 to August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority.
2. Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fee and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members/fee-payers will be 85%.

B. Deduction and Transmission of Fee

1. Notification - On or about January 1st each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule - The board will deduct from the salaries of the employees referred to above the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
3. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmissions of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership due to the Association.
4. Changes - The Association will notify the Board in writing of any changes in the list above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made this year after the Board received said notice.
5. New Employees - On or about the last day of each month, the Board will submit to the Association a list of all employees

who began their employment in a bargaining unit position during the preceding year. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of any employees regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.

- C. **The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.**

ARTICLE XXII

EFFECTIVE DATE AND DURATION OF AGREEMENT

- A. The effective date of this Agreement is July 1, 2007.
- B. The duration of the Agreement is until June 30, 2010 or until a successor agreement is negotiated and signed, whichever is later.
- C. Copies of this Agreement shall be printed after the agreement between the parties on the format and shall be distributed to all employees covered by this Agreement and subsequently employed by the Board. The cost of printing the Agreement shall be shared equally between the Association and the Board. The Board shall be responsible for arranging for the printing.
- D. The terms of this Agreement shall remain in force for a period of three (3) years after the effective date cited in Paragraph A.

Signed this _____ day of _____, 2007

RIVERTON BOARD OF EDUCATION

By _____
Richard Park, President

Attest:

Donna Gidjunis, Secretary

RIVERTON EDUCATION ASSOCIATION, INC.

By _____
President

Attest:

Secretary

AGREEMENT CONCERNING SECRETARIES

- A.** It is agreed by the Riverton Board of Education and the Riverton Education Association that the following articles of the Agreement as may be amended herein between the Board and the Association for the length of this contract will be extended to the Secretaries represented by the Association.

Article

- I Agreement
- II Recognition
- III Negotiation Procedure
- IV Rights
Paragraphs A.1 and B.1, 2 and 3 only of this Article shall be applicable.
- V Grievance Procedure
Paragraph C.10 shall be amended such that arbitration for all matters shall be advisory only.
- VI Teacher Evaluation & Teacher's Files
Paragraph A.3 only of this Article shall be applicable and shall be amended to read as follows:
"Written evaluations for new employees shall be conducted not less than after the first six (6) months of employment and after the first year of employment. Thereafter, at least one written evaluation shall be conducted each year."
- VII Fair Dismissal Procedure
- X Sick Leave
Paragraphs A, B and C only of this Article shall be applicable.
- XI Temporary Leaves of Absence
Paragraphs A.1 and 2, B and C only shall be applicable.
- XII Reassignments
This Article shall be modified to include secretaries.

XIII Maternity Leave

XIV Insurance Protection

XVI Salary Schedule

Salaries shall be increased in accordance with the current agreement.

XX Vacant Positions

All other Articles not specifically included herein shall be deemed as not included in this Agreement. In the event of any inconsistency between the Agreement between the Borough of Riverton Board of Education and the Riverton Education Association, Inc. and this Agreement, this Agreement shall control.

Signed this ____ day of _____, 2007

RIVERTON BOARD OF EDUCATION

By _____
Richard Park, President

Attest:

Donna Gidjunis, Secretary

RIVERTON EDUCATION ASSOCIATION

By _____
President

Attest:

Secretary

ADDENDUM I

SICK DAY REIMBURSEMENT UPON RETIREMENT

If an employee has accumulated unused sick days and qualifies for "Sick Day Reimbursement" as defined below, such employees shall be entitled to reimbursement for such days upon retirement as follows:

Up to and including a maximum of 150 days, the qualified employee shall receive an amount equal to \$225 per day.

Qualified employees may contribute unused sick days in excess of the 150-day cap to the Board of Education ("BOE") Sick Day Pool (the "Pool") and be reimbursed \$35 per day. Sick days contributed to the Pool may be used in the absolute discretion of the BOE to supplement employees otherwise qualified for the benefits afforded in this paragraph who have experienced hardship and been forced to use accumulated sick days.

Payment of sick leave reimbursement amounts shall be made over five (5) consecutive fiscal years in equal annual amounts beginning with the first fiscal year after the employee has retired. The number of payments to be made during the course of each fiscal year shall be determined by the employee by written communication to the Business Administrator/Board Secretary by May 30 of each year. Unless the employee timely notifies the Business Administrator/Board Secretary of a change in the payment schedule, the payment schedule will remain the same for each of the five (5) years.

An employee is a "qualified employee" for the purposes of this Addendum if the employee meets the following criteria:

The employee meets the requirements of the State of New Jersey Teacher's Pension Retirement Act ("TPR Act"), (or will meet such requirements during the duration of this Addendum) and elects to retire as defined by the TPR Act. The definition of eligibility for purpose of this Addendum shall be as contained in the TPR Act as of the date of this Addendum. Future modifications of the TPR Act will have no impact on the definition of eligibility for purposes of this Addendum.

The employee gives the BOE a written notice of his/her intention to retire before June 15, 2007 and such resignation is accepted by the BOE.

This Addendum shall be effective from May 23, 2007 and shall expire on June 15, 2007.

ADDENDUM II
INSURANCE PROGRAM

AmeriHealth Plan HMO 15

AmeriHealth Plan POS 15A

Any individual that is not currently a subscriber to the Aetna POS plan that wishes to participate in the AmeriHealth POS 15A plan will pay the difference in cost of such plan over the AmeriHealth HMO 15 plan offered.

AmeriHealth prescription plan - 10/20 co-pay; one co-pay for the 90 day maintenance supply through mail order