

RIVERDALE BOARD OF EDUCATION
AND
RIVERDALE EDUCATION ASSOCIATION
CONTRACT

July 1, 2007 to June 30, 2010

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Preamble

- A. This agreement made and entered into on this day of Nov. 14, 2007 2007 by and between the BOARD OF EDUCATION of the Borough of Riverdale, New Jersey, hereinafter referred to as the "BOARD" and the RIVERDALE EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION."
- B. Reference throughout this agreement to either sex shall be deemed to include both sexes.

Article I. Recognition Statement

Pursuant to Chapter 123, Laws of the State of New Jersey, known as the Employer-Employee Relations Act of 1974, the Board hereby recognizes the Association as the majority representative with all exclusive rights granted by the laws of the State of New Jersey, for purposes of collective negotiations concerning the terms and conditions of employment for all certified personnel under full-time or part-time contracts with the Board. All supervisory positions, all administrative positions and all non-certified positions are excluded from the bargaining unit.

Article II. Teachers' Salary Guide Provisions

- A. Salary Guide
1. Salaries including increment shall be increased by 4.10% for the 2007-2008 school year as set forth in the salary guide annexed hereto as Schedule D.
 2. Salaries including increment shall be increased by 4.20% for the 2008-2009 school year as set forth in the salary guide annexed hereto as Schedule E.
 3. Salaries including increment shall be increased by 4.20% for the 2009-2010 school year as set forth in the salary guide annexed hereto as Schedule F.
- B. Graduate Education Supplement
1. At the achievement of tenure in the Riverdale School District, teachers will be reimbursed a sum not greater than eighty (80%) percent of the cost of six (6) graduate credits at Rutgers University. In the event a teacher elects to take approved course(s) at a school with a lesser tuition rate, the above shall apply up to one hundred (100%) percent of the tuition cost. Courses must have the prior approval of the Superintendent and grades of B or better or P (if Pass/Fail) must be obtained. Cost of textbook(s) will be reimbursed on the condition that said textbook(s) become the property

of the Riverdale School District at the conclusion of the course. The Board of Education will not reimburse a teacher for any required fees.

2. Reimbursement will be made after proof of grades and payments have been submitted to the Superintendent. Only six (6) credits will be reimbursed within one fiscal year (July 1 - June 30).

C. Horizontal Increments

1. In order for teachers to receive a horizontal increase in any school year, they must, prior to October 1st of the preceding school year, notify the Superintendent, in writing, of their intention to take the graduate course or courses which will qualify them for the increase.
2. Upon completion of the required number of credits necessary for a horizontal increment, teachers will submit a transcript of all graduate credits accumulated at that time to the Board Secretary. Upon receipt of said transcript, the Board will, at the next regular meeting, adjust the teacher's salary for courses completed prior to the preceding September 1st.

D. Service Increment

In addition to any other salary increase for which teachers might have been eligible, they shall also receive a service increment of \$400 each year commencing after the completion of 15, 20, 25 and 30 years service as teachers in the Riverdale School District. In accordance with the following:

16 - 20 years	\$ 400
21 - 25 years	\$ 800
26 - 30 years	\$1,200
31 - retirement	\$1,600

E. Extra Pay for Extra Service (Extra Curricular Stipends)

1. An Extra Pay for Extra Services Guide for the school years covered by this agreement has been established, a copy of which is annexed hereto and made a part hereof.
2. Teachers assigned a class coverage, losing a contractual planning period, as per Article VI E., will be compensated at the "Additional Professional Responsibilities" rate per hour as listed in the Extra Pay for Extra Services Guide.

Article III
Temporary Leaves of Absence

Teachers shall be entitled to non-accumulative leaves of absence with full pay for the following number of days per school year:

A. Personal Leave

Personal days may be used when personal business cannot be handled outside of school hours such as court subpoena, title closing, marriage of a family member and emergencies.

1. Teachers shall be granted three (3) days leave for the purpose of conducting personal business. No reason shall be required.
2. The personal day shall be granted by the Superintendent provided the request for same is made not less than seventy-two (72) hours prior to the proposed absence. If the request is made within seventy-two (72) hours of the proposed absence, the discretion of the Superintendent shall be controlling.
3. Personal days requested the day before or the day after a holiday or vacation will not be granted. The Superintendent, upon being informed by the employee of the nature of the personal day, may waive specific restrictions and authorize the personal day(s).
4. Personal days requested on special activity days (e.g. Field Day, Science Fair) will not be granted. The Superintendent, upon being informed by the employee of the nature of the personal day, may waive specific restrictions and authorize the personal day.
5. A maximum of two teachers, on a first come, first serve basis, will be granted a personal leave on the same day. Additional requests will be at the discretion of the Superintendent.
6. Unused personal days will be converted to cumulative sick leave.

B. Unpaid Leaves of Absence

1. GENERAL PROVISIONS

- (a) The total duration of all unpaid leave(s) including maternity-disability and child rearing combined shall be no more than twenty-four (24) calendar months under any circumstances. If the twenty-four month period ends in July or August, the employee shall return to work on the first scheduled day in September.

- (b) To be eligible for a normal increment, a teacher must have been actively employed in the Riverdale School District a minimum of ninety (90) school days during the school year in which the unpaid leave(s) commenced.
- (c) An employee returning from unpaid leave(s) is entitled to all benefits to which the employee would have been entitled had the employee not been on such leave(s).
- (d) The employee may apply to the Board, in writing, to shorten the time period of the initially requested unpaid leave(s). The Board may deny the request if the proposed new date of return would interfere with the educational program or the Board's ability to appropriately staff the Riverdale School District.
- (e) Any employee who is on approved unpaid leave(s) may have the opportunity to return to work within the Riverdale School District prior to the conclusion of the requested leave(s) and be compensated at the established rate prior to the commencement of the leave in the following capacities:
 - 1. In service instructor
 - 2. Stipended position
 - 3. Curriculum work; or
 - 4. Other position as approved by the Superintendent, in his/her sole discretion.
- (f) Nothing herein set forth shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of the provisions herein set forth, or to offer a new contract for a school year to any non-tenured teacher, who would not have been offered such a contract in the absence of the provisions herein above set forth.

2. MATERNITY-DISABILITY LEAVE

- (a) The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness and medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations, policy statements and collective negotiations

agreements entered into by this Board, except as otherwise provided herein.

- (b) Any tenured or non-tenured teacher seeking an unpaid leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at least three (3) months before the anticipated birth of the child. The Board may waive this application deadline in cases of sudden emergency. At the time of the application, the teacher shall specify, in writing, the anticipated due date of the baby, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth of the child.
- (c) The Board shall have the right to require an employee who desires to return to her duties or to continue performing her duties, to produce a certificate from her physician stating she is capable of doing so. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption or carrying out of duties by said employee, an agreed upon impartial third physician's opinion will become binding for both parties. The cost of any examination by an impartial third physician shall be born solely by the Board.
- (d) Maternity-disability leave shall be granted for a period of up to four (4) calendar weeks prior to the anticipated due date of the baby and four (4) calendar weeks following the actual birth or until the end of the school year in which the birth of the child occurred. During this maternity-disability leave period, the employee may use any and all accrued sick time at their option.
- (e) When an employee, who has been granted a maternity-disability leave, returns to the system, such employee may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such employee.

3. CHILD REARING LEAVE

- (a) Any tenured or non-tenured teacher seeking an unpaid leave of absence on the basis of child rearing shall apply to the Board at least ninety (90) days before the anticipated birth and/or adoption of the child. The Board may waive this application deadline in cases of sudden emergency.

At the time of the application, the teacher shall specify, in writing, the date on which s/he wishes to commence leave and the date on which s/he wishes the leave to end. Child rearing leave shall run consecutive to maternity-disability leave.

- (b) An employee, seeking to extend his/her leave after an initial leave has been granted must give the Board at least ninety (90) days written notice prior to the date the leave extension is to commence. In no circumstance shall this extension of leave request exceed the twenty-four month period allowed for all such unpaid leave(s).
- (c) In cases where both husband and wife may be employees of Riverdale School District, only one of said persons shall be entitled to leave under this section.
- (d) A child rearing leave granted to a non-tenured employee shall not extend beyond the end of the contract school year in which the child is born or adopted.
- (e) A tenured employee wishing to return during the school year may only return at the end of the first or second marking period unless a position which will not interrupt the educational program is available. The offering of any such position shall be at the sole discretion of the Superintendent and must be accepted by the employee. Should a position not be available then such employee shall not be permitted to return to work until the beginning of the next school year.
- (f) In no event shall an employee be eligible for a second child rearing leave under this provision until that employee has been employed for one (1) calendar year following the conclusion of his/her prior child rearing leave.
- (g) A teacher adopting an infant child shall receive similar leave, which shall commence upon receiving de facto custody of the child, or earlier, if necessary to fulfill the requirements of adoption.

C. Death in Family

- 1. Immediate Family: In the case of a death in a teacher's immediate family or the immediate family of one's spouse, a teacher is entitled to leave.
 - (a) Immediate Family consists of spouse, parents, children, step-children, parents-in-law,

grandparents, brothers, sisters, or other relatives living in the same household.

(b) Up to five (5) consecutive school days in a seven (7) day period.

2. Others: In the case of death of someone who is not a member of the teacher's immediate family, a teacher is entitled to one (1) day leave.

(a) Any other leaves of absence may be granted at the discretion of the Superintendent.

D. Illness or Injury in Family

In the case of illness or injury to a member of a teacher's immediate family, a teacher is entitled to a leave. The Superintendent may require documentation for an employee to take a leave under this section.

1. Immediate family consists of spouse, parents, children, step-children, parents-in-laws, grandparents, brothers, sisters, or other relatives living in the same household.

2. Three (3) days during a school year without loss of pay.

3. The Board shall continue to compensate a tenured teacher beyond the three (3) day period referred to in the preceding sentence at the teacher's regular rate of pay less such sums as the Board shall pay to a substitute teacher serving in the place of the absent teacher up to a maximum of ten (10) school days.

E. Severe Illness or Injury of a Tenured Employee

1. In the case of severe illness or injury to a tenured employee, the Board may, at its option and upon the application of such employee, grant an unpaid leave of absence to such teacher for the balance of the contract year. In addition, the Board may also, when it feels such an action is warranted, grant an additional unpaid leave of absence for the following contract year. Requests for extensions of such leave must be made at least three (3) months prior to the expiration of the first period thereof. Where a leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last marking period of the school year. When an employee who has been granted leave returns to the system at any other time, such employee may be assigned to any position decided upon by the Superintendent as long as the assignment is within the capabilities and certification of the employee.

2. The Board shall have the right to require an employee who desires to return to his duties to produce a certificate from his physician stating that he is capable of doing so. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption or carrying out of duties by said employee, an agreed upon impartial third physician's opinion will become binding for both parties. The cost of any examination by an impartial third physician shall be shared equally by the teacher and the Board.
3. A tenured employee shall, upon returning to work at the termination of said leave or extension thereof, be placed on the teachers' salary guide at one step higher than when leave began, provided he commenced said leave of absence at least ninety (90) school days following the commencement of the school year in which said leave began. In the event that he began his leave of absence within ninety (90) days of the commencement of the school year in which said leave began, upon his return to work, he shall be paid at the same level of the salary guide on which he was paid when his leave began.

F. Professional Leave

1. With the permission of the Superintendent of Schools, a teacher may be granted two (2) days to visit other schools or to attend education conferences providing same is pertinent to their positions within the school. Should the Superintendent request in writing a teacher's presence at a conference, workshop, or meeting, such days will not be considered a part of the teacher's professional days.

G. Disability Leaves

All disability leaves require thirty (30) days notice, except in cases of emergency. Any non-emergency surgery requires the prior approval of the Superintendent.

**Article IV
Sick Leave**

- A. Teachers shall be entitled to sick leave with pay in accordance with the laws of the State of New Jersey then and there in full force and effect. In addition thereto, any teacher who has a minimum of fifteen (15) years of service in the State of New Jersey shall be entitled to five (5) additional sick days per year, non-accumulative, after such teacher's accumulative sick days have been exhausted.
- B. When a tenured teacher's absence exceeds the annual sick leave and the accumulated sick leave the Board of Education

may, at its discretion, pay any such teacher's each day's salary less the pay for a substitute, if a substitute is employed, or the estimated cost of employment of a substitute if none is employed, to a limit of three (3) days.

C. Sick Pay Upon Retirement

Upon deferred retirement, the retiring teacher who has completed at least twenty (20) years of service in the District shall be compensated for his/her accumulated sick leave at the time of retirement at a rate of \$90 per day for each unused accumulated sick day. The amount to be paid upon retirement will be capped at \$7,500 for teachers who have completed at least twenty (20) years of service in the District and \$15,000.00 for teachers who have completed at least twenty-five (25) years of service in the District. The retiring teacher shall notify the Board of his/her intention to retire on or before October 1 of the present contract year in order to receive compensation on or before July 15th of the following contract year. Otherwise, compensation will be granted the following budgeted year.

- D. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each year.

**Article V
Insurance Benefits**

Health Care Insurance shall be provided as follows:

- A. For the 2007-2008, 2008-2009 and 2009-2010 school years, the Board shall pay full premiums for each teacher and all dependents.
- B. The health care insurance program shall be in accordance with the New Jersey Public and School Employee Health Benefits Plan, but which includes a provision of coordinated benefits (including Blue Cross, Blue Shield and Major Medical with Rider "J"). If a health care insurance program other than the one referred to is adopted, such a plan shall provide a system of benefits equal to those provided by the aforementioned health care insurance program. Any such change in the health care insurance program shall be subject to the approval of the Association.
- C. A dental plan shall be provided for teachers at Board cost. At their option and their cost, teachers may include family dependents in this dental plan. The dental service to be provided will be the Horizon Blue Cross/Blue Shield of New Jersey Health Care and Dental Services (Dental Option Plan).
- D. A family prescription plan shall be provided for teachers at Board cost. The plan will be the New Jersey State Health Benefits Prescription Plan.

E. Effective July 1, 2007, the Board will provide a Section 125 benefit waiver plan for the Association membership.

1. A premium conversion plan will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
2. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount not to exceed One Thousand Five Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee can not be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of the each year (June 30) will be returned to the Board. The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
3. A benefit waiver plan shall be made available to any employee who desires to waive his/her medical, dental and/or prescription benefits on an annual basis in exchange for an annual cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The annual cash incentive to be provided to any employee waiving his/her medical benefits is as follows:

Marital Status	Traditional	NJ Plus/HMO
Single	\$1,500	\$ 975
Parent & Child	\$2,200	\$1,440
Husband & Wife	\$3,300	\$2,170
Family	\$3,800	\$2,500

The cash incentive shall be prorated for any employee who is employed for less than a full work year. The annual cash incentive will be paid in two (2) installments in December and June. The annual cash incentive is fully taxable and subject to all required

withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

- F. The Board agrees to continue membership with the New Jersey Business and Industry Association.

**Article VI
Teacher Work Year/Day**

- A. Teachers employed on a ten (10) month basis shall teach and supervise students for the number of days required by state law for state aid as directed by the N.J. Commissioner of Education.
- B. The school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days.
 - 1. Teachers shall be required to attend two (2) days prior to the opening of school in September.
 - 2. Four (4) additional days shall be used for teacher in-service programs as scheduled by the Superintendent. The Board agrees to sanction, through its professional development plan, all hours completed under this paragraph as applicable towards the teacher's professional development hour requirement.
 - 3. The school work year for members of the Child Study Team may be increased up to five (5) additional days. For each of the five (5) additional days worked, members of the Child Study Team shall be paid on a per diem basis calculated as pro rata amount of their annual salaries. A day's salary shall be defined as 1/200 of the annual salary.
- C. The Superintendent will share the recommended calendar prior to Board approval.
- D. Additional calendar days scheduled for inclement weather and emergencies, but not utilized, shall be deducted from the total teaching days before the end of the school year.
- E. **Guaranteed Preparation Time:** Teachers will be provided with a minimum of one preparation period per day the length of which shall be equivalent to one instructional period, except when there is a full day in-service, full day professional day, or in the event of an emergency situation that might necessitate the closing or evacuation of the school.

- F. Teachers shall be permitted to leave fifteen (15) minutes after student dismissal on Fridays and on days preceding vacation days.
- G. Evening Functions: All teachers will be required to attend Back-to-School Night and three (3) evening conferences per year, with two of the evening conferences held in November. In addition to the above, the music teacher shall be required to attend two (2) evening concerts per year and shall be paid according to the schedule set forth in the "Extra Pay for Extra Services Guide." Except as detailed above, teachers shall not be required to attend any additional evening obligations.
- H. Meetings:
 - 1. The Association has the right to hold its regular monthly business meeting on the second Tuesday of each month, commencing ten (10) minutes after student dismissal.
 - 2. Other meetings will not be scheduled on Tuesdays. However, should a situation arise and the Administration must schedule a meeting on that day, the President of the Association will be notified as soon as possible.
 - 3. Faculty meetings shall be scheduled no more than twice monthly. Such meetings shall be held on Mondays and shall not exceed fifteen (15) minutes beyond the end of the day.

Article VII
Procedure for Change in Teacher Assignment

- A. The Superintendent shall deliver to the Association, post in the school building, or give notice, a list of the known vacancies as they occur.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be placed, in order of preference. Such requests for change in the teaching assignment for the following year shall be submitted no later than April 30.
- C. Notice of teaching assignments shall be given to teachers as soon as practical, not later than the last teacher work day, except in cases of emergency.

Article VIII
Evaluation of Tenured and Non-Tenured Staff Members

Each teacher, at the beginning of the school year, will receive a copy of the Board policy regarding the evaluation of tenured and non-tenured teaching staff members. This Policy shall be contained in the Teacher's Policy Manual, which is distributed each school year.

Article IX
Personnel Records

A. File

1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him during such review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to return, they may be destroyed.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, or personality, or any material which could have an adverse effect on a teacher's status shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

Article X
Grievance Procedure

A. Definition

A grievance is a complaint based upon an event or condition which affects a member or members of the recognition unit in the interpretation, application, or violation of policies, administrative decisions, and agreements affecting terms and conditions of employment. Grievance shall not apply to:

1. any matter of which a method of review is prescribed by law; or
2. any rule or regulation of the State Commissioner of Education provided, however, that this shall not affect the right of an employee to challenge the application or interpretation of such rule or regulation; or
3. any matter, which according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence to twenty (20) school days after the employee might reasonably have had knowledge of its occurrence or existence. If the grievance is not filed within this time limit, the grievance shall be considered waived.

B. Purpose

The purpose of this procedure is to secure resolution of grievances that may arise from time to time during the term of contract, at the lowest possible level.

C. Procedures

Level I

Any employee who has a grievance shall discuss it first with the Principal in an attempt to resolve the matter informally at that level. The employee may have an Association representative with him/her if he/she wishes.

Level II

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days after the discussion with the Principal as provided in Level I above, the employee may within ten (10) school days following said discussion submit the grievance in writing to the Superintendent of Schools, specifying:

1. the nature of the grievance
2. the nature and extent of the injury, loss, or inconvenience
3. the results of the previous discussion
4. the dissatisfaction with the decisions previously rendered.

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

Level III

If the grievance is not resolved to the employee's satisfaction, the employee, within five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. The Board, or a majority committee, thereof shall review the grievance.

1. A meeting may be requested by an employee. The Board will have the option of meeting in committee or full Board with the employee and representatives, if desired. The Board shall conduct this meeting within twenty (20) school days following receipt by the Secretary of the Board of the written appeal of the employee. A decision shall be rendered by the Board in writing within twenty (20) school days following the meeting.
2. If a meeting is not requested by the employee, the Board shall render a decision within twenty (20) school days of its receipt of the grievance.

Level IV

1. In the event that the grievance is not resolved to the satisfaction of the employee at Level III, or in the event a meeting has not been held after a proper request was made by the employee, or a decision was not rendered by the Board within the time limits prescribed under Level III, the employee may request that the grievance be submitted to arbitration. Such request shall be submitted to the Board in writing not more than five (5) school days following receipt by the employee of the Board's decision under Level III, or within five (5) school days of the expiration of the time limits prescribed under Level III, whichever is appropriate.
2. Within ten (10) school days after said written notice has been received, the Board or its representatives and the employee or the employee's representatives shall attempt to agree upon a mutually acceptable arbitrator.
 - (a) If such an agreement is reached, a commitment shall be obtained from said arbitrator to serve.
 - (b) In the event the parties are unable to agree upon an arbitrator or to obtain such a commitment within the period specified upon, either party may request

a list of arbitrators from the American Arbitration Association or the Public Employment Relations Commission.

- (c) The arbitrator selected shall confer with the representatives of the Board and the employee. He shall hold hearings promptly and issue a decision not later than twenty (20) days from the date of the close of the hearings. If oral hearings have been waived, the decision shall be rendered not later than twenty (20) days from the date of the final statements and proof on the issues are submitted to the arbitrator.
- (d) The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of any act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties on the condition that it does not alter or override the contract.
- (e) 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 employee. In the event that more than one employee shall be involved in the same arbitration proceedings, the employees, for the purpose of this paragraph, shall be deemed to be a single unit, and the responsibility for payment of expenses as provided in the preceding sentence shall be shared equally by the Board and the employee unit; that is to say, the Board shall pay one-half of the expenses and the employees in the employee unit shall be responsible for the payment of the remaining half. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

- 1. In all stages of this procedure, employees affected by this Agreement may:
 - (a) act on their own behalf; or
 - (b) be represented by a representative designated by the majority representative organization.

2. Failure at any step of this procedure to conduct a meeting or a hearing as provided herein or 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 shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been fully determined.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time periods set forth herein identified as "school days" will be considered to be "calendar days".
5. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article XI
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 provisions 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. Whenever any notice is required to be given by either of the parties of this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, or hand delivered, providing a witness is present at the following addresses:
 1. If by Association to Board, at Riverdale Public School, Riverdale, New Jersey 07457;
 2. If by Board to Association, at the school address of the Association President.
- C. The Board agrees that the Association shall receive a policy manual and any new or amended policies within ten (10) school days of the passage of such policies. The Association will

receive a copy of any new policy within ten (10) days after the first reading of said policy.

- D. In the event a summer school program in which the teacher shall enroll, shall commence prior to the expiration of the school year, said teacher shall nevertheless be permitted to attend said summer school provided the Riverdale School is not in session for children.

Article XII
Official Forms

For the purpose of establishing official relationships between the Board and the Association, the following forms shall be and the same are hereby adopted as the official forms for that purpose and for the purpose of authorizing deductions from salary as provided by the statute in such case made and provided.

Form #1
Deductions from Salary

The Board agrees to deduct from the salaries of its teachers, dues for the Riverdale Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, or the National Education Association, or any one of 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 310, Public Laws of 1967 (N.J.S.A. 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 Riverdale Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association(s). Teacher authorizations shall be in writing in the form set forth in Form #2.

Form #2
Authorization to Deduct School Building Dues

Name: _____

SSN: _____

Date: _____

To: Disbursing Officer, Riverdale Board of Education

A. I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to be provided for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal in accordance with paragraph D herein below, in which event, deductions will be discontinued in accordance with the provisions of Paragraph D. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefore, I designate the Riverdale Education Association to receive dues and distribute according to the organization(s) indicated.

Riverdale Education Association
Morris County Council of Education Associations
New Jersey Education Association
National Education Association

- B. 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's dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorization for dues deductions may be received after August 1 under rules established by the State Department of Education.
- D. A notice of a teacher's withdrawal filed prior to June 1 shall become effective to halt deductions as of July 1 next; a notice of a teacher's withdrawal filed prior to December 1 shall become effective to halt deductions as of January 1 next.

Article XIII
Management Rights Clause

The Board reserves jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district.
- C. To discipline employees or relieve employees from duty because of lack of work or other legitimate reasons;
- D. To maintain efficiency of the school district operations entrusted to it;
- E. To determine the methods, means and personnel by which such operations are to be conducted; and
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Article XIV
Representation Fee

- A. Purpose of Fee. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following 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 that membership year. The purpose of the fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees 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 shall be computed annually in accordance with the law and shall not exceed 85% of the amount of dues, fees and assessments due Association members.
- C. Notification. On or about November 1st, of each year covered in whole or in part by this Agreement, 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 names of those employees who are required to pay the representation fee.
- D. Payroll Deduction. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid in February. Before making any payroll deductions, the Association shall provide the Board with evidence that the Association maintains a demand and return system.
- E. Mechanics. Except as otherwise provided in this article, the mechanics for the deductions of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- F. New Employees. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- G. Indemnification. The Association agrees to indemnify and hold the Board harmless against any and all claims demands, suits and/or other form of liability, including but not

limited to attorneys' fees and/or other legal costs and expenses, that may arise out of any action taken or not taken by the Board pursuant to this Article.

**Article XV
Duration of Agreement**

The provisions of this Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect until June 30, 2010. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement and unless such extensions are agreed upon, this contract shall expire on the date indicated herein. The Board and the Association agree to begin negotiations for a successor Agreement no later than the law allows. At the first meeting, a schedule of meetings and rules for the conduct of negotiations shall be established.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

Riverdale Education Association

By: Lois Hecht
President

By: Courtney R. Duackembush
Secretary

Riverdale Board of Education

By: Stephen W. Rein
President

By: David A. Blasko
Board Secretary

SCHEDULE A
Extra Pay for Extra Services Guide 2007-2010

<u>SPORTS</u>	<u>Base Salary</u>	<u>Coaching Experience</u>		
		<u>5 years</u>	<u>6-10 years</u>	<u>10+ years</u>
Basketball	\$1,705	\$568	\$853	\$1,137
Baseball	\$1,705	\$568	\$853	\$1,137
Softball	\$1,705	\$568	\$853	\$1,137
Athletic Coordinator	\$1,705	n/a	n/a	n/a

<u>STUDENT ACTIVITY ADVISORS*</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Yearbook Advisor	\$1,592	\$1,705	\$1,819
Student Council Advisor	\$1,592	\$1,705	\$1,819
Gifted & Talented Advisors	\$1,705	\$1,819	\$1,933
Drama Advisors (Spring)	\$1,478	\$1,592	\$1,705
8th Grade Advisor	\$1,478	\$1,592	\$1,705
NJHS	\$1,478	\$1,592	\$1,705

ADDITIONAL PROFESSIONAL RESPONSIBILITIES

Club Advisors	\$45	/hr
Committee Workers	\$45	/hr
Art Show Coordinators	\$45	/hr
Music Teacher - Evening Concerts	\$45	/hr
Science Fair Coordinator	\$45	/hr
Coverages, Workshops	\$45	/hr
Other Positions†	\$45	/hr
Curriculum Coordinator	\$2,359	/year
Summer School Teacher	\$45	/hr
Overnight Chaperones	\$199	/evening

- * Step 1 = 1 year experience
- Step 2 = 2 years experience
- Step 3 = 3+ years experience

† As approved by the Superintendent

SCHEDULE B
Salary Guide 2007-2008

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45	MA+60
1	44,435	45,135	45,835	46,535	47,235	47,935	48,635	49,335	50,035	50,735
2-3	44,935	45,635	46,335	47,035	47,735	48,435	49,135	49,835	50,535	51,235
4-5	46,025	46,725	47,425	48,125	48,825	49,525	50,225	50,925	51,625	52,325
6	47,240	47,940	48,640	49,340	50,040	50,740	51,440	52,140	52,840	53,540
7	48,490	49,190	49,890	50,590	51,290	51,990	52,690	53,390	54,090	54,790
8	49,740	50,440	51,140	51,840	52,540	53,240	53,940	54,640	55,340	56,040
9	50,990	51,690	52,390	53,090	53,790	54,490	55,190	55,890	56,590	57,290
10	52,240	52,940	53,640	54,340	55,040	55,740	56,440	57,140	57,840	58,540
11	53,490	54,190	54,890	55,590	56,290	56,990	57,690	58,390	59,090	59,790
12	54,740	55,440	56,140	56,840	57,540	58,240	58,940	59,640	60,340	61,040
13	55,990	56,690	57,390	58,090	58,790	59,490	60,190	60,890	61,590	62,290
14	57,240	57,940	58,640	59,340	60,040	60,740	61,440	62,140	62,840	63,540
15	58,490	59,190	59,890	60,590	61,290	61,990	62,690	63,390	64,090	64,790
16	59,900	60,600	61,300	62,000	62,700	63,400	64,100	64,800	65,500	66,200
17	61,520	62,220	62,920	63,620	64,320	65,020	65,720	66,420	67,120	67,820
18	63,340	64,040	64,740	65,440	66,140	66,840	67,540	68,240	68,940	69,640
19	65,365	66,065	66,765	67,465	68,165	68,865	69,565	70,265	70,965	71,665
20	67,595	68,295	68,995	69,695	70,395	71,095	71,795	72,495	73,195	73,895
21	70,075	70,775	71,475	72,175	72,875	73,575	74,275	74,975	75,675	76,375
22	72,655	73,355	74,055	74,755	75,455	76,155	76,855	77,555	78,255	78,955
23	75,335	76,035	76,735	77,435	78,135	78,835	79,535	80,235	80,935	81,635

SCHEDULE C
Salary Guide 2008-2009

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45	MA+60
1-2	45,525	46,275	47,025	47,775	48,525	49,275	50,025	50,775	51,525	52,275
3-4	46,790	47,540	48,290	49,040	49,790	50,540	51,290	52,040	52,790	53,540
5-6	48,055	48,805	49,555	50,305	51,055	51,805	52,555	53,305	54,055	54,805
7	49,350	50,100	50,850	51,600	52,350	53,100	53,850	54,600	55,350	56,100
8	50,645	51,395	52,145	52,895	53,645	54,395	55,145	55,895	56,645	57,395
9	51,940	52,690	53,440	54,190	54,940	55,690	56,440	57,190	57,940	58,690
10	53,235	53,985	54,735	55,485	56,235	56,985	57,735	58,485	59,235	59,985
11	54,530	55,280	56,030	56,780	57,530	58,280	59,030	59,780	60,530	61,280
12	55,825	56,575	57,325	58,075	58,825	59,575	60,325	61,075	61,825	62,575
13	57,120	57,870	58,620	59,370	60,120	60,870	61,620	62,370	63,120	63,870
14	58,415	59,165	59,915	60,665	61,415	62,165	62,915	63,665	64,415	65,165
15	59,710	60,460	61,210	61,960	62,710	63,460	64,210	64,960	65,710	66,460
16	61,110	61,860	62,610	63,360	64,110	64,860	65,610	66,360	67,110	67,860
17	62,725	63,475	64,225	64,975	65,725	66,475	67,225	67,975	68,725	69,475
18	64,545	65,295	66,045	66,795	67,545	68,295	69,045	69,795	70,545	71,295
19	66,570	67,320	68,070	68,820	69,570	70,320	71,070	71,820	72,570	73,320
20	68,800	69,550	70,300	71,050	71,800	72,550	73,300	74,050	74,800	75,550
21	71,245	71,995	72,745	73,495	74,245	74,995	75,745	76,495	77,245	77,995
22	73,790	74,540	75,290	76,040	76,790	77,540	78,290	79,040	79,790	80,540
23	76,435	77,185	77,935	78,685	79,435	80,185	80,935	81,685	82,435	83,185

SCHEDULE D
Salary Guide 2009-2010

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45	MA+60
1	46,315	47,115	47,915	48,715	49,515	50,315	51,115	51,915	52,715	53,515
2-3	47,620	48,420	49,220	50,020	50,820	51,620	52,420	53,220	54,020	54,820
4-5	48,925	49,725	50,525	51,325	52,125	52,925	53,725	54,525	55,325	56,125
6-7	50,230	51,030	51,830	52,630	53,430	54,230	55,030	55,830	56,630	57,430
8	51,555	52,355	53,155	53,955	54,755	55,555	56,355	57,155	57,955	58,755
9	52,880	53,680	54,480	55,280	56,080	56,880	57,680	58,480	59,280	60,080
10	54,205	55,005	55,805	56,605	57,405	58,205	59,005	59,805	60,605	61,405
11	55,530	56,330	57,130	57,930	58,730	59,530	60,330	61,130	61,930	62,730
12	56,855	57,655	58,455	59,255	60,055	60,855	61,655	62,455	63,255	64,055
13	58,180	58,980	59,780	60,580	61,380	62,180	62,980	63,780	64,580	65,380
14	59,505	60,305	61,105	61,905	62,705	63,505	64,305	65,105	65,905	66,705
15	60,830	61,630	62,430	63,230	64,030	64,830	65,630	66,430	67,230	68,030
16	62,230	63,030	63,830	64,630	65,430	66,230	67,030	67,830	68,630	69,430
17	63,830	64,630	65,430	66,230	67,030	67,830	68,630	69,430	70,230	71,030
18	65,650	66,450	67,250	68,050	68,850	69,650	70,450	71,250	72,050	72,850
19	67,670	68,470	69,270	70,070	70,870	71,670	72,470	73,270	74,070	74,870
20	69,900	70,700	71,500	72,300	73,100	73,900	74,700	75,500	76,300	77,100
21	72,345	73,145	73,945	74,745	75,545	76,345	77,145	77,945	78,745	79,545
22	74,890	75,690	76,490	77,290	78,090	78,890	79,690	80,490	81,290	82,090
23	77,535	78,335	79,135	79,935	80,735	81,535	82,335	83,135	83,935	84,735

SCHEDULE E
Salary Guide Advancement Chart

2006-2007		2007-2008		2008-2009		2009-2010
Step		Step		Step		Step
						1
		1	⇒	1-2	⇒	2-3
1-2	⇒	2-3	⇒	3-4	⇒	4-5
3-4	⇒	4-5	⇒	5-6	⇒	6-7
5	⇒	6	⇒	7	⇒	8
6	⇒	7	⇒	8	⇒	9
7	⇒	8	⇒	9	⇒	10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	13	⇒	14
12	⇒	13	⇒	14	⇒	15
13	⇒	14	⇒	15	⇒	16
14	⇒	15	⇒	16	⇒	17
15	⇒	16	⇒	17	⇒	18
16	⇒	17	⇒	18	⇒	19
17	⇒	18	⇒	19	⇒	20
18	⇒	19	⇒	20	⇒	21
19	⇒	20	⇒	21	⇒	22
20	⇒	21	⇒	22	⇒	23
21	⇒	22	⇒	23	⇒	23
22	⇒	23	⇒	23	⇒	23
23	⇒	23	⇒	23	⇒	23