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Distributed By The River Dell
Regional School District Board of Education.

**THIS BOOK DOES
NOT CIRCULATE**

AGREEMENT

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

ARTICLE I — RECOGNITION

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

- Teachers
- Librarians
- Nurses
- Guidance Counselors
- Social Workers
- Psychologists
- Department Chairmen
- Supplementary Instruction
- Teachers (hourly employees for salary only)

but excluding:

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

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

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

ARTICLE II — GRIEVANCE PROCEDURE

2.1 DEFINITION

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

2.2 PURPOSE

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

2.3 PROCEDURE

A. *Level One:*

Any teacher who has a grievance shall discuss it first with his immediate superior (depart-

ment head, director, Assistant Principal, Principal) in an attempt to resolve the matter on an informal basis. If the problem remains unresolved, the matter should be brought to the attention of the building Principal for informal discussion.

B. *Level Two:*

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

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

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

C. *Level Three:*

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

D. *Level Four:*

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

decision in writing setting forth its reasons to the teacher and the Association within twenty-one calendar days.

E. Level Five:

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

2.4 Failure at any step of this procedure to communicate the decision on a grievance within the spe-

cified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. However, either party may request one extension of ten days at levels Two, Three or Four and if either party requests it, it shall be granted.

- 2.5 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 2.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

ARTICLE III — SALARIES

3.1 Teachers' Salary Guide

Step	BA	BA+16	MA	MA+16	MA+32	MA+48
1	8,625	9,056	9,488	9,919	10,350	10,781
2	9,056	9,488	9,919	10,350	10,781	11,212
3	9,488	9,919	10,350	10,781	11,212	11,644
4	9,919	10,350	10,781	11,212	11,644	12,075
5	10,436	10,867	11,299	11,730	12,161	12,592
6	10,954	11,385	11,816	12,247	12,679	13,110
7	11,471	11,902	12,334	12,765	13,196	13,627
8	11,989	12,420	12,851	13,282	13,714	14,145
9	12,506	12,937	13,369	13,800	14,231	14,662
10	13,024	13,455	13,886	14,317	14,749	15,180
11	13,541	13,972	14,490	14,921	15,266	15,697
12	13,973	14,404	15,094	15,525	15,870	16,301
13	14,490	14,921	15,611	16,043	16,474	16,905
14			16,217	16,648	16,991	17,423
15					17,595	18,026

NOTE: Doctoral guide as set forth in Paragraph 3.4

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

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

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

3.4 All steps on the doctoral guide will be 5% of BA step 1 above the Masters plus 48 column and the number of steps on the doctoral guide will be 15.

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

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

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

- 3.8 Upon recommendation of the Superintendent and approval by the Board, an adjustment and/or increment may be withheld.
- 3.9 Nurses' salaries will be based on the teachers' BA guide times 0.85 up to and including step 8.
- 3.10 Salaries of Department Chairmen shall be the Teachers' Salary Guide plus the following percentages of the MA guide column, steps #1 through #4, based on years of service as Department Chairman:

<i>Full Time Teachers Supervised</i>	<i>Percentage</i>
1 to 5	6.5%
6 to 10	8.1%
11 to 15	10.5%
16 to 20	12.8%
21 and over	15.1%

- 3.11 Salaries of the following shall be the Teachers' Salary Guide, plus the stated increments: These increments will be in proportion to actual time worked.

Guidance counsellor	\$1058
School psychologist	\$1058
Librarian	\$1058
Learning disability specialist	\$1058
Social worker	\$1058

- 3.12 In those cases where a regular substitute is not available for emergency coverage, regular teachers may be used as substitutes during their non-teaching periods. Coverage during the teacher lunch period shall be voluntary. These teachers shall be paid one-fifth (1/5) of the regular substitute's pay plus one dollar (\$1) for each period they cover. Such coverage shall be arranged by the assistant principal of the school in question and shall be distributed as equitably as possible among the respective subject area teachers available in said school.

In those cases where a regular teacher is absent for more than three consecutive teaching days, his department chairman may recommend to the Principal that the academic classes of the absent teacher be taught by teachers within his department. These teachers shall be paid at the rate of ten dollars (\$10) for each period they prepare for and teach. Such coverage shall be arranged by the de-

ARTICLE IV—LEAVE OF ABSENCE

4.1 SHORT TERM LEAVE

A. *No Deduction of Pay*

i. *Personal Illness*

- a) Teachers shall be entitled to 10 days' absence each year for personal illness only. Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
- b) All sick leave days not taken while employed by the Oradell-River Edge system may be accumulated without limit, beginning September 1, 1954.
- c) Teachers shall be given a written accounting of their accumulated sick leave days no later than September 15th of each school year.
- d) **Emergency Sick Leave.** In the event of an extended illness which exhausts all of a teacher's accumulated sick leave days, the Board shall grant additional emergency sick leave days to be calculated as follows: four (4) times the accumulated sick leave days as of the first day of the current school year. This emergency sick leave shall not exceed ninety (90) days for a non-tenure teacher, nor one hundred eighty (180) days for a tenure teacher. The use of this Paragraph d) shall not affect accumulation in future years of sick leave days.
- e) Payment for these Emergency Sick Leave Days shall be at full salary.
- f) The provisions of Article IV, Paragraph 4.2C shall apply to Emergency Sick Leave.
- g) Teachers employed in the Summer School program shall be granted one (1) non cumulative sick leave day.

ii. *Death in Immediate Family*

For a death in the immediate family, up to five days' absence, as determined by the Superintendent, will be granted. "Immediate family" will include mother, father, brother,

sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, and any other relative living with the teacher as a permanent member of the family. Cases of an unusual nature, not covered by this regulation, will be resolved by the Superintendent.

iii. *Death of Relative*

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

iv. *Government Mandate*

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

v. *Personal Business*

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

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

vi. *Religious Holidays*

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

vii. *Summer School*

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

B. *Deduction for Substitute's Pay*

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

i. *Death in Immediate Family*

Absence extending beyond the time granted.

ii. *Court Action*

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

iii. *End of Year Leave for Faculty*

Any faculty member who has contracted to return to River Dell in September and has been recommended by his building Principal with approval by the Superintendent of Schools may absent himself during the last week of school in order to attend an institute which will contribute to his background and education in his subject teaching area and have direct benefit to the school system. In such a case, a substitute's pay will not be deducted from the teacher's salary. If the teacher has not been contracted to return in September, a full deduction in payment will be made for the period of leave. If, for any reason, a member of the staff must leave before the closing of school, he will submit a request to the Superintendent for Board approval. The final payment of the contractual salary will be made to staff members on the day they are released for the summer vacation.

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

D. *Deduction of Full Pay*

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

4.2 *Extended Leave of Absence, Except Maternity*

A. *Qualification*

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

B. *Application*

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

C. *Personal Illness*

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

D. *Sabbatical Leave*

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

ii. *General*

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

b) When formal college credit has been granted during the leave, the presentation of an official transcript will be required by the Superintendent.

c) When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.

d) Summer Sabbatical. A teacher may apply for a sabbatical covering three consecutive summers and leading to completion of a program of study or research.

iii. *Limited Applications*

A maximum of 5 members of the professional staff, less any leaves granted under F below,

may be on a Sabbatical leave at any one time. Sabbaticals granted under summer Sabbatical program will count against the maximum of 5 in the first year the Sabbatical is taken.

Requests for Sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than the first day of the preceding December, and action must be taken on all such requests no later than the first school day of the calendar year for which the Sabbatical leave is requested. In the event that a program to be used as the basis of a Sabbatical leave request could not have been known by an applicant prior to the first of December, then the request cut-off date for that applicant shall be extended to one month from the time the program became known, but in no event later than April 1.

Written confirmation of receipt of the request should be issued by the Superintendent within two weeks, and written notification of the disposition of the request no later than January 15, for those filed prior to December first, and one month after filing for those filed after December first.

iv. *Salary*

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

v. *Eligibility*

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

vi. *Return*

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

vii. *Age Limit*

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

viii. *Sabbatical leave shall not be cumulative.*

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

F. *Return*

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

G. *Notification of Return*

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

H. *Contract Status*

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

I. *Experience Credit*

Teachers on leave for a year or more, or for the major part of a year, shall not receive any

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

J. *Restriction*

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

4.3 *Maternity Leave of Absence*

A. *Separation from System*

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

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

B. *Notification*

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

C. *Adoption of an Infant*

Any teacher on tenure adopting an infant child, shall and any non-tenure teacher may receive similar (maternity) leave which shall commence

upon her receiving *de facto* custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the district in the area of her certification or competence.

D. *Duration of Leave*

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

E. *Return*

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

F. *Interrupted Pregnancy*

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

4.4 *Other Leaves for Service or Scholarship*

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

ARTICLE V — HEALTH INSURANCE

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

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

B. Prescription Program—as detailed in memorandum of Amendment to Agreement signed on January 3, 1972.

- 5.2 The Board shall pay 100% of the premium for individual teacher coverage, and for dependent coverage, for items A 1 to 4 inclusive.
- 5.3 Coverage for item 5.1 A 1 to 4 shall be for a twelve (12) month period commencing September 1. However, a coverage shall terminate as of the effective date a teacher leaves the system, unless the teacher shall leave at the end of the normal school year.

ARTICLE VI — SCHOOL ADVISORY COUNCIL

- 6.1 Two advisory councils, each composed of eight teachers from each building, elected by the Association, shall be given the overall responsibility for liaison with the Principals of their respective buildings for consideration of suggestions made by members of the staff. Each council will hear all recommendations and suggestions submitted by Association members and will determine whether further study is warranted or immediate action should be taken on such items. Each council will have the authority to appoint *ad hoc* committees to study problems or matters requiring further research.
- 6.2 Membership in the advisory council will be limited to Association members and the members will elect a chairman from its ranks. The advisory council will represent all faculty members eligible for membership in the Association. The terms of office shall be determined by the Association. The advisory council will submit in writing to the principal all recommendations it has determined worthy of a written administrative decision. It shall be incumbent upon the principal to analyze and study each recommendation submitted in writing by the advisory council. The Principal shall discuss the matter presented with the Superintendent and administrative staff and shall have the right to request reconsideration or further study by the advisory council before rendering a decision. In all cases, a decision concerning the proposed matter shall be presented in writing to the advisory council no later than two weeks after receipt of all data. Advisory council shall have the right to resubmit a proposal after further study when a principal has not acted favorably upon it. After a second proposal regarding the same subject has been rejected by a Principal, the advisory council shall have the right to submit said proposal to the superintendent for

his consideration, after first having notified the Principal in writing of its decision to do so. The Superintendent shall reply to the proposal in writing within two weeks after its receipt.

6.3 The Superintendent, through the Principals, may refer to the advisory council those items which he or the Board of Education or the members of the administrative staff may feel worthy of study by the council. The Principals shall confer with their respective councils on a scheduled basis agreed upon by both parties. Emergency sessions may be called by either party, but must be agreed upon by both parties.

6.4 The Representative Council shall hear from the staff problems relating to the staff manual, 600 series, and any other problems which may have application to the daily functioning of the school. The council shall make recommendations for a solution which shall be routed through the procedures outlined in 6.2. If after the Superintendent level a satisfactory determination has not been made, it shall be presented to the Board. The Board shall acknowledge in writing receipt of the proposal within two weeks.

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

ARTICLE VII — TEACHER RIGHTS

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

7.2 A mandatory conference between the Principal and all non-tenure teachers who have started work prior to September 30th will be held prior to the succeeding March 1st. If, during this first conference, the Principal indicates that there may be some uncertainty regarding the teacher's retention for the succeeding academic year, the teacher may request, in writing, a second conference with all the following: Superintendent, Principal, Department Chairmen, and any other administrator, involved in the teacher's evaluation, together with one R.D.E.A. representative, in order to review the surrounding facts and circumstances prior to the finalization of the Principal's recommendation. Following the second conference, if held pursuant to the teacher's written request, or in the event no second con-

ference is requested, the Principal will finalize his recommendation and forward it to the Board through appropriate administrative channels. No later than five school days following the second conference, the non-tenure teacher may place in his file a letter setting forth factors he believes should be considered. Following the filing of this letter, if he requests in writing to the Superintendent, he may present any facts he deems pertinent in person to the Board. Two R.D.E.A. representatives may accompany him.

7.3 Every teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the teachers' manual. No grade shall be changed without a consultation with the teacher. In the event that the teacher is unavailable for consultation, the Principal shall have the unilateral right to change grades, provided he informs the teacher of the changes when the teacher returns to the school. Unavailability for consultation shall be conclusively assumed three (3) days after the mailing of a letter to the teacher's home address as recorded in the Superintendent's office without any response thereto.

7.4 Any suspension of a teacher pending charges shall be with pay. If a teacher is not exonerated of such charges, he shall be responsible to the Board for such pay.

ARTICLE VIII — ASSOCIATION RIGHTS

8.1 The Association shall have the right to request the use of school buildings. The Principal of the building in question shall receive the request in writing and in advance of the time and place of all such meetings. Such request shall not be unreasonably denied. If the request is denied, the Principal shall state the reasons in writing and supply a copy to the Association and to the Superintendent of Schools.

8.2 The Association president will be assigned neither homeroom duty nor extra duties.

8.3 One day per month of the regular Professional Meeting Time will be allocated to the Association for its meetings.

8.4 The River Dell Education Association is to be allowed one hour during the Orientation Program.

8.5 Whenever any representative of the Association or any teacher participates during working hours in

negotiations, grievance proceedings, conferences or meetings which are initiated by the Board or its representatives, the said Association representative and/or teacher shall suffer no loss in pay.

8.6 The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal, but no approval shall be required.

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

ARTICLE IX — TEACHER ASSIGNMENTS

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

ARTICLE X — NOTICE OF PROFESSIONAL VACANCY

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

ARTICLE XI — REVIEW OF CONTENTS OF PRINCIPAL'S PERSONNEL FILE

A teacher may, at reasonable times, upon request, and in the presence of an administrator or person designated by that administrator, review the contents of his personnel file in the Principal's office containing his evaluations. No material may be removed from the files but copies may be made.

He shall be shown each evaluation and any other written material before it is placed in the folder and be given an

opportunity to attach written comments to the evaluation and other written material, if any. The teacher shall place his initials on the evaluation and other written material, if any, which will serve to acknowledge only that he has seen it. If the teacher refuses to initial the evaluation or other written material, if any, the Principal shall note this on the evaluation report or other written material, if any, and insert the report or other written material, if any, in the teacher's folder.

ARTICLE XII

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

ARTICLE XIII — TEACHING YEAR AND TEACHING DAY

- 13.1 A. The maximum number of days that teachers employed under ten month contracts will be required to work will be 185 days, or such additional number of days as is required by the administration in order to meet an emergency or unforeseen event.
- B. 1. The in-school work year for guidance counselors, librarians, in-school psychologists, learning disabilities specialists, and social workers employed on a ten month basis shall not exceed ten working days, in addition to the regular teacher school work year.
2. The in-school work year for Department Chairmen shall be that time required to fulfill their professional obligations as determined by the Administration.
- C. The number of days defined above shall be limited to the period between September 1st and the succeeding June 30th.
- D. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- 13.2 A. The normal in-school work day for all full-time teachers shall be seven hours twenty-five minutes consecutively, or such additional time required to fulfill their professional obligations, as determined by the administration.

B. 1. The normal in-school work day for all full-time guidance counselors, librarians, in-school psychologists, learning disabilities specialists and social workers shall be eight and one half consecutive hours.

2. The in-school work day for Department Chairmen shall be that time required to fulfill their professional obligations as determined by the Administration.

13.3 Every teacher will plan lessons and teach course content as prescribed by his department chairman. Tenure teachers who have received satisfactory evaluations will submit lesson plans as required and prescribed by their department chairmen. Teachers shall provide substitutes with daily, weekly and/or alternate plans as needed, according to procedures developed by the Principal.

13.4 The superintendent shall prepare a school calendar and shall, after considering the views of the Association and such other individuals and organizations within the school system and community as he may see fit, recommend a school calendar to the Board. The ultimate determination of the school calendar and any subsequent changes therein, shall be the decision of the Board and shall be final and binding. It is agreed that the school calendar is a non-negotiable item and same is appended hereto for reference purposes only.

13.5 The administration shall endeavor within the constraints of the curriculum, physical plant, student population and schedule to not assign teachers to more than three different rooms per day.

ARTICLE XIV — NON-TEACHING DUTIES

14.1 The following teachers shall be relieved of non-teaching duties:

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

B. Any classroom teacher who teaches classes in both buildings on the same day.

C. Teachers holding the following positions:

i. One S.G.O. advisor

ii. Driver Ed coordinator

iii. Board Newsletter editor

iv. Distributive Education Coordinator

- v. Yearbook advisor
- vi. Office Occupation Coordinator
- vii. Senior Class advisor
- viii. Cooperative Industrial Education Coordinator

D. Any staff member who presents an idea that improves the educational program or makes utilization of his professional abilities may be excused from non-teaching duties as required to implement this program. The decision shall be at the discretion of the Superintendent.

E. If the program is not being implemented to the satisfaction of the administration, the teacher may be reassigned to an extra duty.

ARTICLE XV — TEACHER FACILITIES

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

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

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

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

ARTICLE XVI — BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

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

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

ARTICLE XVII—PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

17.1 The Board agrees to implement the following at the beginning of the 1972/73 school year:

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

ARTICLE XVIII — MISCELLANEOUS PROVISIONS

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

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

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

18.3 The Association's representatives and the Administrative Council shall meet periodically during the school year to review and discuss current school

problems and practices and the administration of this Agreement.

- 18.4 Copies of the Agreement shall be duplicated at the expense of the Board within thirty days after the Agreement is signed and presented to all teachers now employed, and, hereafter, employed.
- 18.5 The Association agrees to refrain from any strikes, boycotts, or work stoppages for the duration of the contract. The Board agrees to uphold the terms and conditions mutually agreed upon in the contract and those procedures mandated by State law, federal laws and any other applicable laws.

ARTICLE XIX

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

ARTICLE XX — DURATION OF AGREEMENT

20.1 A. Except as noted in B below, the provisions of this Agreement shall be effective July 1, 1972 except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1973 when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date. Notwithstanding the above, the economic provisions shall become effective September 1, 1972.

B. The provisions of the following articles of this Agreement shall be effective July 1, 1972 and shall continue and remain in full force and effect to and including June 30, 1974 when they shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date:

- Article II
Article IV
Article IX
Article X
Article XII
Article XIV
Article XV
Article XVI
Article XVII
Article XIX

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries on the 1st day of May, 1972.

RIVER DELL EDUCATION ASSOCIATION

By: [Signature]

Attested: Kathleen Daly Voorhis
Secretary

RIVER DELL REGIONAL BOARD OF EDUCATION

By: [Signature]
President for the Board of Education

Attested: Paul Chief
Secretary

SCHEDULE "A"
RIVER DELL REGIONAL SCHOOLS
SALARY GUIDE FOR COACHES
1972-1973

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

		Steps				
		1	2	3	4	5
Senior High—Boys						
Football	Head	11.0	12.0	13.0	14.2	15.4
	1st Asst.	7.5	8.2	9.0	9.8	10.5
	2nd Asst.	7.5	8.2	9.0	9.8	10.5
	3rd Asst.	5.9	6.7	7.5	8.3	9.0
	4th Asst.	5.9	6.7	7.5	8.3	9.0
Basketball	Head	9.1	10.3	11.5	12.7	14.0
	Asst.	6.6	7.3	8.0	8.9	9.7
Baseball	Head	7.0	8.1	9.3	10.4	11.5
	Asst.	5.1	5.9	6.7	7.5	8.3
Wrestling	Head	9.1	10.3	11.5	12.7	14.0
	Asst.	6.6	7.3	8.0	8.9	9.7
Soccer	Head	7.0	8.1	9.3	10.4	11.5
	Asst.	5.1	5.9	6.7	7.5	8.3
Track	Head	7.0	8.1	9.3	10.4	11.5
	Asst.	5.1	5.9	6.7	7.5	8.3
Cross Country	Head	6.2	6.8	8.2	9.2	10.1
Tennis	Head	6.2	6.8	8.2	9.2	10.1
Bowling	Head	4.6	5.4	6.2	7.0	7.8
Golf	Head	4.6	5.4	6.2	7.0	7.8
Indoor Track	Head	6.0	6.7	7.9	8.9	9.8
Senior High—Girls						
Basketball	Head	4.0	4.8	5.6	6.4	7.2
Gymnastics	Head	4.0	4.8	5.6	6.4	7.2
Tennis	Head	3.5	4.3	5.1	5.9	6.7
Softball	Head	3.5	4.3	5.1	5.9	6.7
Field Hockey	Head	4.0	4.8	5.6	6.4	7.2
Junior High—Boys						
Football	Head	5.9	6.7	7.5	8.3	9.0
	Asst.	5.1	5.5	5.9	6.3	6.7
Basketball	Head	5.1	5.9	6.7	7.5	8.3
Baseball	Head	5.1	5.9	6.7	7.5	8.3
Wrestling	Head	5.1	5.9	6.7	7.5	8.3
	Asst.	4.3	4.7	5.1	5.5	5.9
Soccer	Head	5.1	5.9	6.7	7.5	8.3
	Asst.	4.3	4.7	5.1	5.5	5.9
Track	Head	5.1	5.9	6.7	7.5	8.3
	Asst.	4.3	4.7	5.1	5.5	5.9
Cross Country	Head	5.1	5.9	6.7	7.5	8.3

SCHEDULE "B"
EXTRA-CURRICULAR SALARIES
1972-73

	1-3 Yrs.	4+ Yrs. (+10%)
JUNIOR HIGH SCHOOL		
Cheerleading	\$350	*
Girls' Intramural Sports	185	
Girls' Athletics	210	
Boys' Intramural Sports	575	
Student Council Advisor	440	
Newspaper Advisor	365	
Activity Coordinator	350	
Chorus, Ensemble	330	
Play	330	

SENIOR HIGH SCHOOL

Marching Band	775
Orchestra and Dance Band	485
Cheerleaders	425
Twirlers	1500
Boys' Intramural Sports	250
Boys' Intramural Sports	250
Girls' Athletic Association (intramurals)	385
Newspaper	550
12th Grade Advisor	550
11th Grade Advisor	385
10th Grade Advisor	285
Student Council	550
Yearbook	550
Forensics	550
National Honor Society	275
Literary Magazine	385
Biology Club	165
Science Club	165
Math Team	275
Future Nurses' Club	165
Future Physicians'	165
Future Business Leaders'	165
Future Teachers'	165
French Club	165
Latin Club	165
Pep Club	165

Girls Leaders' Club	165
Varsity Club	165
Chess Club	165
Ski Club	165
Horseback Riding	165
Photographer	425
International Relations Club	165
American Dream	165
French National Honor Society	275
Fencing Club	165
Driver Education Coordinator	400
Chaperones (per evening)	15
Chorus, Ensemble	550
Spanish Honor Society	165
Hockey Club	165
Social Service Club	165
Modern Dance Club	165
Computer Science Club	165
Jerseyman Club	165
Health Careers	165
Bridge Club	165

Notes:

***Salary in fourth and subsequent years shall be 110% of salary for years 1-3.**

****For any club chartered during the year, the advisor shall be paid an annual amount of \$150.**

**MEMORANDUM OF AMENDMENT
TO AGREEMENT
BY AND BETWEEN
REGIONAL BOARD OF EDUCATION
BOROUGHES
OF ORADELL AND RIVER EDGE
AND
RIVER DELL EDUCATION ASSOCIATION**

(Effective July 1, 1971 through June 30, 1972)

WHEREAS, the parties hereto agree that Article V ss 5.1, subd. 5 shall be amended,

NOW THEREFORE, it is hereby agreed as follows:

I. Article V, ss 5.1, Subd. 5 shall be deleted in its entirety.

II. Article V, ss 5.2 shall be amended so as to read as follows:

“5.2 the Board shall pay 100% of the premium for individual teacher coverage, and 75% of the premium for dependent coverage, for items 1 to 4, inclusive.”

III. There shall be added to Article V a new Section denominated as 5.4 which shall read as follows:

5.4 (a) The Board shall provide to all full time teachers and their dependents a prescription program for the term of this contract only, and only in the following manner:

1. The Board has budgeted, and the parties agree that the limit of the Board's liability for claims under this prescription program shall in no event exceed the sum of \$8,250.00 less a \$600.00 maximum to be deducted for clerical and administrative costs incurred for administering the within prescription program.

2. Coverage for full time teachers and their dependents under the prescription program shall commence at 12:01 a.m. on July 1, 1971, and terminate at 12:00 midnight on June 30, 1972, unless a later commencement date is required by law. Benefits for teachers who leave the system prior to June 30, 1972, shall terminate as of date of severance.

3. It is distinctly understood and agreed, that should claims exceed \$7650, as set forth in subparagraph 1 above,

be presented, that all approved claims shall be paid during the month of October, 1972, on a pro-rata basis out of said amount.

4. This prescription program shall cover for drugs and medicines (except vitamins) which under Federal or State law may only be dispensed upon a written prescription by a licensed physician for the treatment or prevention of an illness, injury or condition, and if dispensed by a licensed pharmacist or by a legally constituted and operated hospital for an insured teacher or dependent who is not then a bed patient in that hospital.

5. The prescription program does not cover any charge for a drug and/or medicine expense:

(a) if the expense is not required in accordance with accepted standards of medical practice;

(b) to the extent that the charge exceeds the reasonable and customary charge for the particular drug and/or medicine;

(c) to the extent that such charge is covered by any other insurance under which the teacher and/or dependent is covered;

(d) if the expense is not prescribed by a duly licensed doctor in charge of the case;

(e) if the expense is incurred in connection with care beyond the scope of the license of the person rendering it;

(f) if the expense is incurred for drugs which do not require a prescription;

(g) if the expense is incurred for prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, hypodermic needles, syringes, or similar devices;

(h) if the expense is incurred in connection with the administration or injection of any drug and/or medicine;

(i) if the expense is incurred in connection with contraceptive drugs;

(j) if the expense is incurred in connection with prescriptions dispensed to a teacher or a dependent while a patient in a hospital, nursing home or other treatment institution;

(k) if the expense is incurred for drugs in connection with cosmetic surgery and/or treatment;

(l) if the expense is incurred in connection with the care of disease where the principal diagnosis is of a psychiatric illness;

(m) if the expense is incurred in connection with the care of drug addiction or chronic alcoholism.

6. Claims must be made in writing in accordance with instructions from the Board Secretary not later than thirty (30) days after purchase of covered drugs and in any event not later than August 1, 1972, signed by the teacher; and annexed to said claim must be receipted invoices from the licensed pharmacy setting forth the following information:

- (a) The date purchase of drug was made;
- (b) Name of the patient to whom the drug was prescribed;
- (c) If not the teacher, the relationship of the person to the teacher;
- (d) The prescription number;
- (e) The name of the pharmacy;
- (f) The name of the doctor signing the prescription;
- (g) The cost of the drug.

7. It is understood and agreed that no claims will be approved and/or paid prior to October 1, 1972, to allow the Board time to accumulate all claims and to determine mode of payment of approval claims in accordance with available funds.

RIVER DELL EDUCATION ASSOCIATION

By: Philip Kutner (signed).....
President

Attest:

By: Kathleen Daly (signed).....
Secretary
January 3, 1972
Date

**REGIONAL BOARD OF EDUCATION
BOROUGH OF ORADELL & RIVER EDGE**

By: John B. McAvey (signed).....
President

Attest:

By: Paul Chieff (signed).....
Secretary
January 3, 1972
Date