

CONTRACT AGREEMENT

BETWEEN

THE RIVERDALE BOARD OF EDUCATION

AND

THE RIVERDALE EDUCATION ASSOCIATION

July 1, 2023 to June 30, 2028

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Preamble

- A. This agreement made and entered into on this ____ day of _____, 2023 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 3.00% for the 2023-2024 school year, with a guide enhancement in the amount of \$72,113, as set forth in the salary guide annexed hereto as Schedule B.
 - 2. Salaries including increment shall be increased by 3.00% for the 2024-2025 school year as set forth in the salary guide annexed hereto as Schedule C.
 - 3. Salaries including increment shall be increased by 3.00% for the 2025-2026 school year as set forth in the salary guide annexed hereto as Schedule D.
 - 4. Salaries including increment shall be increased by 3.00% for the 2026-2027 school year, as set forth in the salary guide annexed hereto as Schedule E.
 - 5. Salaries including increment shall be increased by 3.00% for the 2027-2028 school year, as set forth in the salary guide annexed hereto as Schedule F.

B. Eligibility for the graduate education supplement and horizontal increments as set forth below shall be determined in accordance with the provisions of N.J.S.A. 18A:6-8.5, which takes effect by operation of law on July 1, 2013.

C. Graduate Education Supplement

The Parties agree to a temporary suspension of tuition reimbursement provided under this provision for the duration of the Agreement. Accordingly, tuition reimbursement shall only be provided to those teachers who received approval from the Superintendent and made payment for any eligible courses by January 1, 2023. No other tuition reimbursement payments shall be made during the duration of the Agreement. Upon expiration of the Agreement, tuition reimbursement payments shall resume and shall establish the status quo, unless otherwise negotiated by the parties.

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. To qualify for reimbursement, the courses must be: 1) taken at the graduate level and related to the teacher's present job responsibilities; 2) previously approved, in writing, by the Superintendent; 3) taken at or online through a college or university accredited by the Council for the Accreditation of Educator Preparation (CAEP); and 4) completed with a grade of "B" or better (or P if Pass/Fail) as provided on the final transcript. 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. The Board's maximum contribution for graduate tuition shall be Ten Thousand Dollars (\$10,000) for each year with no carry over.
2. Reimbursement will be made after proof of grades by submission of an official certified transcript and payments have been submitted to the Superintendent. Only six (6) credits will be reimbursed within one fiscal year (July 1 - June 30).
3. A non-tenured teacher may receive reimbursement for graduate courses when the courses are necessary for the non-tenured teacher to achieve a certification and the District is in need of an individual possessing such certificate. All other criteria for reimbursement instituted in C.1. and C.2. shall apply. Reimbursement under this provision shall be at the sole discretion of the Superintendent.

4. If, after receiving tuition reimbursement, a teacher voluntarily leaves the employment of the Board, the teacher must repay to the Board the tuition reimbursement received according to the following schedule:
 - a. Departure within one (1) year after reimbursement: 100% repayment;
 - b. Departure on or after one (1) year and within two (2) years after reimbursement: 75% repayment
 - c. Departure on or after two (2) years and within three (3) years after reimbursement: 50% repayment; and
 - d. Departure on or after three (3) years and within four (4) years after reimbursement: 25% repayment.

D. 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.

E. 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

F. 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 made a part hereof and annexed hereto as Schedule A.
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. Part-time teachers shall receive pro-rated leave of absence benefits in accordance with their part-time equivalency. All teachers, whether part-time or full time, whose employment commences after September 1, or teachers who work less than a full school year, shall receive pro-rated leave corresponding to the number of months worked.

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, stepparents, grand children, brothers-in-law, sisters-in-law, civil union partners, or another person deemed important by the employee and so agreed upon by the superintendent.
 - (b) Up to five (5) consecutive school days in a seven (7) day period or at the discretion of the superintendent should services be arranged at a later date.
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 stepparents, grand children, brothers-in-law, sisters-in-law, civil union partners, or another person deemed important by the employee and so agreed upon by the superintendent.
2. Three (3) days during a school year without loss of pay.

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. Any teacher who has a minimum of fifteen (15) years of service in the State of New Jersey may receive up to five (5) additional sick days per year, non-accumulative, after such teacher's annual and accumulative sick days have been exhausted, as may be determined by the Board in each case. Part-time teachers shall receive pro-rated sick leave in accordance with their part-time equivalency and applicable law. All teachers, whether part-time or full time, whose employment commences after September 1, or teachers who begin the school year on a leave of absence, shall receive pro-rated sick leave corresponding to the number of months worked.
- 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 age-service 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 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.

Article V
Insurance Benefits

Health Care Insurance shall be provided as follows:

- A. For the duration of this Agreement, the Board shall pay the full premiums for each full-time teacher and all his or her dependents, subject to the contributions he or she is required to make pursuant to N.J.S.A. 18A:16-17 and N.J.S.A. 18A:16-17.1. Said contributions shall be deducted from the employee's salary and paid, in equal installments, in accordance with the payroll schedule established by the Board. A teacher shall be considered full-time and eligible for health insurance if he or she works thirty (30) hours or more per week.
- B. Effective July 1, 2013, the employees in the unit shall no longer be required to contribute an additional 2.5% of the medical portion of the insurance premium paid by the Board.
- C. The health care insurance program shall be in accordance with the School Employees' Health Benefits Program (hereinafter referred to as "SEHBP"). The base plan for all teachers and his or her dependents shall be Direct 15. Employees shall be permitted to buy up or buy down to any other plan permitted by the SEHBP. 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.

Effective July 1, 2023, the Board shall provide single-only coverage to all non-tenured employees. Non-tenured employees shall make payment toward the cost of single coverage in accordance with Chapter 44 (if the employee enrolls in the New Jersey Educators Health Plan or Garden State Health Plan) or Chapter 78 (if the employee enrolls in any other Board-offered insurance plan). Non-tenured employees are permitted to purchase dependent coverage, but shall be responsible for the total cost difference between the single-only and dependent-coverage premiums.

Upon receiving tenure in the District, such employee may enroll in dependent-level coverage and shall contribute to the cost of such premium in accordance with Chapter 44 (if the employee enrolls in the New Jersey Educators Health Plan or Garden State Health Plan) or Chapter 78 (if the employee enrolls in any other Board-offered insurance plan).

- D. 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).

- E. A family prescription plan shall be provided for teachers at Board cost subject to the contributions required pursuant to N.J.S.A. 18A:16-17 and N.J.S.A. 18A:16-17.1. The plan will be the New Jersey School Employees' Health Benefits Prescription Plan.
- F. 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 cannot 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	Direct 15
Single	\$1,500
Parent & Child	\$2,200
Husband & Wife	\$3,300
Family	\$3,800

The annual cash incentive to be provided to any employee waiving his/her dental benefits is \$79.41.

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.

Notwithstanding anything contained herein to the contrary, the benefit waiver plan, including the annual cash incentive or amounts thereof, shall be in accordance with N.J.S.A. 52:14-17.31a.

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. Of that number, the number of days used for instruction, in-service professional development, and other designated purposes shall be reserved to the Board's discretion.
 - 1. Teachers shall be required to attend two (2) days prior to the opening of school in September.
 - 2. Days used for teacher in-service programs as scheduled by the Superintendent shall be sanctioned by the Board, through its professional development plan, as applicable towards the teacher's professional development hour requirement.
 - 3. All teachers, including part-time teachers, shall be required to attend full day in-service professional development. Teacher in-service professional development days shall commence at 7:50 AM and shall end at 3:30 PM.
 - 4. All teachers shall complete three hours of mandatory professional development of state mandated training on their own time.
 - 5. 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. A Part-time teacher who works five (5) consecutive periods a day or less is not eligible for a prep nor a lunch. A Part-time teacher who works six (6) class periods a day or more is entitled to a prep and lunch commensurate with their part-time equivalency. School nurses shall not be entitled to a prep.
- F. Teachers shall sign in upon arrival and shall report to their duty station by 7:50 AM and shall end their contractual work day at 2:50 PM, unless otherwise required to remain pursuant to any other provision of this Agreement
- 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. All teachers shall be required to provide a schedule of evening conferences to the Building Principal no later than October 15 for PreK-5 and November 1 for MS. 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." Child Study Team members shall attend evening conferences or provide Special Education Parent Advisory Group (SEPAG) presentation. 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 end later than 3:30 PM.
- I. Teachers shall have a duty-free consecutive lunch period equivalent to the time of the student lunch and recess period only. If the school nurse's duty-free lunch is interrupted due to a medical need, the duty-free lunch period shall be rescheduled.

**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 statements 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, but not later than June 15, 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.

**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

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.

1. 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 advisory.

- (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. 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**

The Board and Association shall follow the terms of the Workplace Democracy Enhancement Act ("WDEA").

**Article XV
Duration of Agreement**

The provisions of this Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2028. 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: Michele Miller
President

By: Rafael M. Esposito
Jennifer Esposito Secretary
Vice President

Riverdale Board of Education

By: Marybeth Thomas
Marybeth Thomas, President

By: Sandy Vicale
Sandy Vicale
Board Secretary / Business
Administrator

SCHEDULE A
Extra Pay for Extra Services Guide 2023-2028

<u>SPORTS</u>	<u>Base Salary</u>		<u>Coaching Experience</u>					
	2023-26	2026-28	0-5 years		6-10 years		10+ years	
			2023-26	2026-28	2023-26	2026-28	2023-26	2026-28
Basketball	\$2,270	\$2,293	\$600	\$606	\$900	\$909	\$1,200	\$1,212
- Boys								
Basketball	\$2,270	\$2,293	\$600	\$606	\$900	\$909	\$1,200	\$1,212
- Girls								
Baseball	\$2,270	\$2,293	\$600	\$606	\$900	\$909	\$1,200	\$1,212
Softball	\$2,270	\$2,293	\$600	\$606	\$900	\$909	\$1,200	\$1,212

STUDENT ACTIVITY ADVISORS

	<u>2023-26</u>	<u>2026-28</u>
Athletic Coordinator	\$1,705	\$1,722
Yearbook Advisor (2 positions)	\$1,820	\$1,838
Student Council Advisor	\$1,705	\$1,722
Drama Advisors (Spring)	\$1,705	\$1,722
8 th Grade Advisor	\$1,705	\$1,722
NJHS	\$1,705	\$1,722
Band Director	\$1,933	\$1,952
Chorus Director	\$1,933	\$1,952
Tech Liaison / Website Administrator	\$3,000	\$3,030

ADDITIONAL PROFESSIONAL RESPONSIBILITIES

	<u>2023-2026</u>	<u>2026-28</u>
Club Advisors	\$50	/ hr
Committee Workers	\$50	/ hr
Art Show Coordinators	\$50	/ hr
Music Teacher - Evening Concerts	\$50	/ hr
Science Fair Coordinator	\$50	/ hr
Coverages, Workshops	\$50	/ hr
Other Positions†	\$50	/ hr
Curriculum Work	\$50	/ hr
Summer School Teacher	\$50	/ hr
Detention Duty	\$50	/ hr

	<u>2023-2026</u>	<u>2026-28</u>
Overnight Chaperones	\$199 / evening	\$200 / evening
Teacher in Charge	\$99 / day prorated	\$100 / day prorated

† As approved by the Superintendent

SCHEDULE B
Salary Guide 2023-2024

Step	BA	MA	MA+15	MA+30
1-2	56,525	60,275	61,525	62,775
3	57,025	60,775	62,025	63,275
4	57,525	61,275	62,525	63,775
5	58,025	61,775	63,025	64,275
6	58,525	62,275	63,525	64,775
7	60,025	63,775	65,025	66,275
8	61,525	65,275	66,525	67,775
9	63,025	66,775	68,025	69,275
10	64,525	68,275	69,525	70,775
11	66,525	70,275	71,525	72,775
12	68,525	72,275	73,525	74,775
13	70,525	74,275	75,525	76,775
14-15	72,525	76,275	77,525	78,775
16-17	75,150	78,900	80,150	81,400
18-19	77,775	81,525	82,775	84,025
20	80,400	84,150	85,400	86,650
21	83,025	86,775	88,025	89,275

SCHEDULE C
Salary Guide 2024-2025

Step	BA	MA	MA+15	MA+30
1	56,525	60,275	61,525	62,775
2-3	57,025	60,775	62,025	63,275
4	57,525	61,275	62,525	63,775
5	58,025	61,775	63,025	64,275
6	58,525	62,275	63,525	64,775
7	60,025	63,775	65,025	66,275
8	61,525	65,275	66,525	67,775
9	63,025	66,775	68,025	69,275
10	64,525	68,275	69,525	70,775
11	66,525	70,275	71,525	72,775
12	68,525	72,275	73,525	74,775
13	70,525	74,275	75,525	76,775
14	72,525	76,275	77,525	78,775
15-16	75,225	78,975	80,225	81,475
17-18	78,425	82,175	83,425	84,675
19-20	81,725	85,475	86,725	87,975
21	85,025	88,775	90,025	91,275

SCHEDULE D
Salary Guide 2025-2026

Step	BA	MA	MA+15	MA+30
1-2	57,025	60,775	62,025	63,275
3-4	57,525	61,275	62,525	63,775
5	58,025	61,775	63,025	64,275
6	58,525	62,275	63,525	64,775
7	60,025	63,775	65,025	66,275
8	61,525	65,275	66,525	67,775
9	63,025	66,775	68,025	69,275
10	65,025	68,775	70,025	71,275
11	67,025	70,775	72,025	73,275
12	69,025	72,775	74,025	75,275
13	71,025	74,775	76,025	77,275
14	73,025	76,775	78,025	79,275
15	75,725	79,475	80,725	81,975
16-17	78,825	82,575	83,825	85,075
18-19	81,925	85,675	86,925	88,175
20	85,025	88,775	90,025	91,275
21	87,125	90,875	92,125	93,375

SCHEDULE E
Salary Guide 2026-2027

Step	BA	MA	MA+15	MA+30
1	57,275	61,025	62,275	63,525
2-3	57,775	61,525	62,775	64,025
4-5	58,275	62,025	63,275	64,525
6	58,775	62,525	63,775	65,025
7	60,275	64,025	65,275	66,525
8	61,775	65,525	66,775	68,025
9	63,275	67,025	68,275	69,525
10	65,275	69,025	70,275	71,525
11	67,275	71,025	72,275	73,525
12	69,275	73,025	74,275	75,525
13	71,275	75,025	76,275	77,525
14	73,275	77,025	78,275	79,525
15	75,975	79,725	80,975	82,225
16	78,975	82,725	83,975	85,225
17-18	82,075	85,825	87,075	88,325
19-20	85,475	89,225	90,475	91,725
21	88,875	92,625	93,875	95,125

SCHEDULE F
Salary Guide 2027-2028

Step	BA	MA	MA+15	MA+30
1-2	57,775	61,525	62,775	64,025
3-4	58,275	62,025	63,275	64,525
5-6	58,775	62,525	63,775	65,025
7	60,275	64,025	65,275	66,525
8	61,775	65,525	66,775	68,025
9	63,275	67,025	68,275	69,525
10	65,275	69,025	70,275	71,525
11	67,275	71,025	72,275	73,525
12	69,275	73,025	74,275	75,525
13	71,275	75,025	76,275	77,525
14	73,375	77,125	78,375	79,625
15	76,375	80,125	81,375	82,625
16	79,375	83,125	84,375	85,625
17	82,375	86,125	87,375	88,625
18-19	85,625	89,375	90,625	91,875
20	88,875	92,625	93,875	95,125
21	91,325	95,075	96,325	97,575

SCHEDULE G
Salary Guide Advancement Chart

*(Read directly across the line to track
advancement/placement)*

2022-23 Step		2023-24 Step		2024-25 Step		2025-26 Step		2026-27 Step		2027-28 Step
								1	-->	1-2
				1	-->	1-2	-->	2-3	-->	3-4
1	-->	1-2	-->	2-3	-->	3-4	-->	4-5	-->	5-6
2	-->	3	-->	4	-->	5	-->	6	-->	7
3	-->	4	-->	5	-->	6	-->	7	-->	8
4	-->	5	-->	6	-->	7	-->	8	-->	9
5	-->	6	-->	7	-->	8	-->	9	-->	10
6	-->	7	-->	8	-->	9	-->	10	-->	11
7	-->	8	-->	9	-->	10	-->	11	-->	12
8	-->	9	-->	10	-->	11	-->	12	-->	13
9	-->	10	-->	11	-->	12	-->	13	-->	14
10	-->	11	-->	12	-->	13	-->	14	-->	15
11	-->	12	-->	13	-->	14	-->	15	-->	16
12	-->	13	-->	14	-->	15	-->	16	-->	17
13-14	-->	14-15	-->	15-16	-->	16-17	-->	17-18	-->	18-19
15-16	-->	16-17	-->	17-18	-->	18-19	-->	19-20	-->	20
17-18	-->	18-19	-->	19-20	-->	20	-->	21	-->	21
19-20	-->	20	-->	21	-->	21	-->	21	-->	21
21	-->	21	-->	21	-->	21	-->	21	-->	21