

PREAMBLE

This agreement entered into this 1st day of September, 2001, by and between the Board of Education of the Township of Rochelle Park, County of Bergen hereinafter called the "Board", and the Rochelle Park Education Association, Rochelle Park, Bergen County, New Jersey, hereinafter call the "Association."

WITNESSETH

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

ARTICLE I RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations, pursuant to Chapter 123, Public Laws, 1974, for all personnel employed by the Board, whether under contract, or on approved leave, including tenured employees, probationary employees, interim employees, and teacher assistants with the exception of administrative employees, and confidential employees.

The Association hereby affirms that it represents a majority of the employees in the inclusion clause contained herein.

B. DEFINITION

1. Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male or female teachers shall include all teachers.
2. Full time secretarial staff and full time custodial staff shall mean those secretaries and custodians regularly employed for 30 or more hours per week.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, and in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with PERC timetables for commencement of negotiations. Any agreement so negotiated shall apply to all covered unit employees, be reduced to writing, be signed by the Board and the Association.

B. MODIFICATION

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.

ARTICLE III GRIEVANCE PROCEDURE

A. **DEFINITION OF GRIEVANCE**

The term "Grievance" means a complaint by an employee of the Rochelle Park Board of Education that, as to him, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting terms and conditions of employment. As used in this definition, the term, "employee" shall mean also a group of employees having the same grievance. The employee making the complaint shall henceforth be referred to as the "aggrieved person."

B. **EXCEPTIONS**

The term "grievance" shall not apply to the complaint of a non-tenured teacher which arises by reason of his not being re-employed. However, said teacher may appear before the full Board regarding his failure to be re-employed, if he so chooses.

C. **PROCEDURE**

LEVEL 1 A grievance of an employee shall initially be presented orally to the Principal. Said oral presentation shall be made directly by the aggrieved person and/or designated representatives within thirty (30) working days from the date the employee or Association has knowledge of same. Failure of the grievant to comply with the time limits at this level shall render the grievance to be deemed waived.

LEVEL 2 If the Principal does not resolve the grievance to the satisfaction of the aggrieved person(s), he/they shall within five (5) working days after the oral presentation, present the grievance in writing to the Superintendent. The Superintendent's decision and reasoning for same in writing shall be submitted to the aggrieved person(s) and/or his designated representatives within five (5) working days after the receipt of the grievance in writing.

LEVEL 3 Should the aggrieved person(s) be dissatisfied with the decision of the Superintendent, he/they shall submit the grievance in writing to the Board of Education of Rochelle Park within ten (10) working days after receipt of the Superintendent's decision.

LEVEL 4 The Board shall then take action with respect to the grievance. Within ten (10) working days after the said aggrieved person has submitted his report, the Board shall submit, in writing, its decision and the reasoning behind same, to the aggrieved person. Should the aggrieved person be dissatisfied with the decision of the Board, he shall within ten (10) working days of the said decision, be granted the right of appearing before the entire Board with his representative(s) in order that he might personally explain and clarify his position in respect to said grievance. The Board of Education shall render its decision of the appeal in writing within ten (10) working days of the hearing.

LEVEL 5 If the aggrieved person is not satisfied with the disposition of his grievance at Level 4, or if no decision has been rendered within ten (10) working days after the Board hearing, he may, within five (5) working days after a decision by the Board or fifteen

(15) working days after the Board hearing, whichever is sooner, submit said grievance to advisory arbitration.

- a. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association and/or the aggrieved person, shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association and/or the aggrieved person and hold hearings promptly and shall issue his decision not later than twenty (20) working days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding 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 submitted to the Board and the Association and/or the aggrieved person, and shall be advisory and not binding on either party. The Board shall, within twenty (20) working days of its receipt of the arbitrator's written decision, submit its decision concerning the arbitrator's advisory recommendation to the aggrieved person and the Association.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association or the aggrieved person. Any other expenses incurred shall be paid by the party incurring same.

D. **RIGHTS OF TEACHERS TO REPRESENTATION**

TEACHER AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the representative selected by the Association.

E. **MISCELLANEOUS**

1. 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.

2. Since it is important that all grievances, including year-end 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 or reduced by a mutual written agreement.
3. Group Grievance If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
4. Written Decisions Decisions rendered at Level 1 which are unsatisfactory to the aggrieved person and all decisions commencing with Level 2 of the grievance procedure shall be in writing, setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association.
5. Meetings and Hearings All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE IV **TEACHERS' RIGHTS**

- A. Every teacher will be entitled to such rights as are guaranteed by the United States Constitution, Federal laws and regulations, New Jersey State Constitution, New Jersey laws and statutes, the rules and regulations of the New Jersey State Board of Education.
- B. The Administrators as agents for the Board, are empowered to direct, discipline and guide the staff as part of their day-to-day responsibility. If a teacher feels that any of his rights are being unjustly violated, he may invoke steps of the grievance procedure outlined in Article III.

C. EVALUATION OF STUDENTS

The teacher shall maintain the right and responsibility to determine grades and other evaluations of the students within the grading policies of the Rochelle Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed by the Principal or Superintendent without consulting with the teacher. If it has not been resolved to the satisfaction of the teacher, the teacher has the option to go directly to the Board.

D. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator or Board Member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students or parents.

ARTICLE V **ASSOCIATION RIGHTS AND PRIVILEGES**

A. RELEASE TIME FOR MEETINGS

1. Whenever any representative of the Association is mutually scheduled by the Board and the

Association to participate during working hours in negotiations, grievance proceedings, conferences and meetings, he shall suffer no loss in pay.

2. All employees shall be released from their responsibilities to attend Association Meetings which shall take place after student dismissal, except in cases of emergency, which shall be determined by the Superintendent.

ARTICLE VI **TEACHERS' WORK YEAR**

- A. Teachers may be required to attend a maximum of two (2) orientation-preparation days prior to the opening of school in September. At the discretion of the Superintendent, all non-tenured teachers may be required to attend one (1) additional day prior to the opening of school in September.
- B. Teachers may also be required to attend a maximum of three (3) work days at the end of the school year. If the requirements for these work days are completed in less than three (3) days, the teachers will be excused accordingly.

ARTICLE VII **SCHOOL CALENDAR**

The right to establish a school calendar for the school district of Rochelle Park is the sole and absolute right and responsibility of the Board. A committee of the Board and the Superintendent shall consult with a committee of the Association prior to formal adoption of the calendar.

ARTICLE VIII **TEACHING HOURS AND TEACHING LOAD**

- A. Teachers may leave the building during scheduled duty-free preparation periods with the permission of the Principal or Superintendent or their designee.

B. **NOTICE AND AGENDA**

The notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting whenever feasible. Teachers shall have the opportunity to suggest items for the agenda.

- C. Teachers shall be released at 12:41 P.M. dismissal on the last school day before the Thanksgiving and Christmas holidays.

- D. .Effective 2001-2002, teachers shall arrive at school at 8:10 A.M. and shall pick up pupils at 8:15 A.M. Pupils shall be dismissed at 2:46 P.M. and teachers shall remain until 3:16 P.M. This time is to be used for tutorial assistance for individual students, lesson planning, parent conferences, etc. (See page 33)

Effective 2001-2002, on half day session days, other than teacher-in-service days, teachers shall arrive at 8:10 A.M. and shall pick up pupils at 8:15 P.M. and teachers may leave at 12:41 P.M.

dismissal. (See page 33)

Effective 2001-2002, teachers will be permitted to leave the school five (5) minutes after the dismissal of pupils on Fridays, on full school days preceding holidays, and on those days when they are required to return for an evening program (e.g. pupil dismissal 2:46 P.M., teacher day ends 2:51 P.M.) Teachers engaged in after-school student activity programs may commence their program fifteen (15) minutes after dismissal of pupils. (See page 33)

Effective 2001-2002, one (1) full day at the end of the school year shall be converted to a half (1/2) day for a total of two (2) half-days.

On two occasion per month, teachers may be required to remain in attendance at faculty meetings up to a maximum of sixty (60) minutes beyond student dismissal.

E. **PREPARATION TIME**

1. Teachers of self-contained classes shall, where possible, receive preparation time when a specialist (i.e. music teacher, art teacher, physical education teacher, etc.) is teaching their class.
2. All teachers shall be guaranteed a minimum of five (5) preparation periods per week.

F. **EVENING ASSIGNMENTS**

1. The Superintendent, at his/her discretion, may schedule a back-to-school night or parent/teacher conference during the academic year of a maximum of two (2) hours duration for teacher attendance and participation.
2. The Superintendent, at his/her discretion, may schedule a parent-teacher conference night during the academic year of a maximum of two and one-half (2-1/2) hours duration for teacher attendance and participation.
3. The Superintendent, at his/her discretion, may schedule an additional parent-teacher conference night during the academic year of a maximum of two (2) hours duration for teacher attendance and participation.
4. In the event a teacher is absent for a scheduled evening session, the Principal shall re-schedule such session for the absent teacher's participation on a subsequent evening.
5. The Administration shall give the Association no less than thirty (30) calendar days prior notice (or such shorter notice as the Association may agree to accept) of scheduling of the back-to-school night and the parent-teacher conference nights. The requirement for thirty (30) calendar days prior notice shall not apply for purposes of re-scheduling a properly noticed evening session canceled for reasons of an Act of God or other reasons beyond the control of the Board of Education or its Administration.

G. **DETENTION**

1. Notwithstanding anything contained herein, the Principal shall establish an equitable schedule to supervise students assigned to detention.
2. The detention period shall commence three (3) minutes after usual dismissal time and shall

terminate forty (40) minutes thereafter. Except in cases of emergency or on authority of the Principal or his designee, the assigned teacher shall remain at the detention location whether or not students are assigned detention, for the full period assigned.

3. Assigned teachers shall be granted twenty-five (25) minutes of release time for each period of detention duty assigned as soon after the fact as practicable on direction of the Principal, to be taken after dismissal of students pursuant to paragraph C. above, however, no teacher shall be required to take such release time on days when he/she has a scheduled extra-curricular assignment, nor shall release time be permitted on days when the administration has scheduled a staff meeting.
4. Those teachers scheduled to supervise detention on the Monday nearest June 1 or later during the contract year shall be permitted release time before the scheduled detention duty in accordance with provisions of sub-paragraph 3, above.

ARTICLE IX **CLASS SIZE**

The Board agrees to continue its effort to keep class size at an acceptable number as dictated by the building facilities available, the availability of qualified teachers, the financial impact and the best interests of the students and of the community. The Board recognizes the class recommendations of the State Department of Education and shall take them into consideration in planning.

ARTICLE X **NON-TEACHING DUTIES**

- A. Teachers shall, except as otherwise hereinafter provided, have a duty-free lunch period equal to the academic period of the students, but under no circumstances shall the period for the teacher's lunch be reduced below thirty-eight (38) minutes. Teachers shall be relieved of direct supervision of the lunchroom and playground during the lunch periods. The Board shall engage aides for direct supervision of the lunchroom and playgrounds during the lunch period, but the teachers shall be available for assistance and consultation with the aides in the event any questions, matter or problem arises during the lunch period. The assignment and scheduling of the teachers for this duty shall be determined by the Principal. In the event that such aides are unavailable or absent, the teachers shall perform such duties as assigned and directed by the Principal as part of their regular school duties. The Board will use due diligence to obtain the services of said aides.

- B. **TRANSPORTING STUDENTS**

Teachers shall not be required to drive students.

- C. **SUMMER WORKSHOP**

Teachers attending a Board-approved Summer Workshop will be paid \$30.00 per hour of attendance for the duration of this contract or, at the option of the teacher, one (1) in-service credit in lieu of payment for workshops that are scheduled for a minimum of nine (9) hours.

- D. **TEACHER-IN-CHARGE**

In order to provide professionally responsible coverage for Midland School in the absence of the district administrators, the Superintendent or his/her designee will appoint a teacher on a per day basis at the rate of \$85.00 per day in addition to the teacher's regular per diem rate. This teacher will assume professional responsibility for the well-being of the school, staff and students. Issues which would ordinarily be directed to the school principal for immediate action, will be directed to the Teacher-In-Charge.

ARTICLE XI
TEACHER EMPLOYMENT

A. NOTIFICATION

1. Tenured teachers shall be notified of their contract and salary status for the ensuing year no later than April 1st of the current year. The foregoing provision shall only be applicable if written agreement has been reached between the Association and the Board two (2) weeks prior to April 1st. If agreement is reached any time after April 1st, the Board shall issue contract within ten (10) days of such agreement.
2. On or before the date specified by the Department of Education, the Board shall give to each non-tenured teacher, either:
 - a. A written offer of contract.
 - b. A written notice that such employment will not be offered.
3. Should the Board fail to give either an offer of a contract or notice of termination, the Board shall be deemed to have offered to that teaching staff member continued employment for the following year.
4. Non-tenured teachers who have been offered a contract shall notify the Board in writing of their acceptance on or before June 1st. In the absence of such notice of acceptance, the foregoing provisions of this Article shall no longer be applicable.

ARTICLE XII
SALARIES

The salaries of the members of the bargaining unit, except custodians, will be increased by 4.95%, 4.85% and 5.25% for three years, respectively. From the teachers' financial package only: a longevity stipend of \$1,200.00 for 2001-2002 and \$1,400.00 for 2002-2003 and 2003-2004 will be paid to any teacher who has completed twenty (20) years of service in the Rochelle Park District. A longevity stipend of \$1,700.00 for 2001-2002 and \$1,800 for 2002-2003 and 2003-2004 will be paid to any teacher who has completed twenty five (25) years of service in the Rochelle Park School District. These monies will be paid from the negotiated

percentage in each of the three years. Longevity payments are not cumulative.

- A. The salaries of professional staff members covered by this contract are set forth in Schedule "A", which is attached hereto and made a part hereof.
- B. The salaries for the full-time, non-confidential secretarial staff are set forth in Schedule "B", which is attached hereto and made a part hereof.
- C. The salaries of the Custodial Staff shall be set forth in Schedule "C", which is attached hereto and made a part hereof. Custodial salaries shall increase by 3% plus increment for three years.
- D. The stipend for Extra Curricular Activities shall be increased 4.95%, 4.85% and 5.25%, rounded to the nearest dollar, for the three years, as set forth in Schedule "E", which is attached hereto and made a part hereof. In the years a musical play is offered, the Chorus Director shall receive an additional stipend of \$600.00
- E. In-service courses for credit on the Salary Guide shall be submitted to the Superintendent for approval. After the Superintendent approves said credits, they shall be submitted to the Board of Education for final approval. Once said credits are approved by the Board of Education, they shall be credited towards placement in the next salary class on the Salary Guide. There will be no restrictions on the number of credits approved by the Board of Education.
- F. Change of salary class, may take place twice a year upon presentation of proper documentation. Notification of eligibility must be received by the Board Secretary no later than September 1 and February 1. Retro-active salary class change (September 1 or February 1) will be made upon receipt of transcripts by the Board Secretary. A February class change will be pro-rated according to the following formula: $1/2$ times the new salary divided into ten (10) semi-monthly payments. Credits to be applied to the MA+15 and MA+30 steps on the guide shall be limited to those graduate or in-service credits earned by the applicant subsequent to the applicant's MA degree.

G. **WITHHOLDING OF EMPLOYMENT INCREMENT PROCEDURE**

- 1. The Board of Education may withhold, for inefficiency or other good cause, the employment increment of any teacher in any year. The Board of Education within ten (10) days, shall give written notice of any such action together with the reasons therefore to the teacher concerned.
- 2. Employment increments may be withheld only in accordance with the following:
 - a. That the procedures be adhered to as outlined in Article XVII, "Teacher Evaluation."
 - b. The Superintendent shall not forward any recommendation to withhold a teacher's employment increment or a part thereof to the Board unless the Principal has given to the teacher, against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation specifying the nature thereof with particulars.
 - c. Once a recommendation to withhold an employment increment is forwarded to the teacher and the Board by the Superintendent, the teacher may within ten (10) school days, file a grievance commencing at the Board level. The Board shall take no action on the recommendation until the grievance is heard by the Board

according to the grievance procedures as set forth heretofore in Article III, Level V., of this agreement.

- d. The term "employment increment" as used herein is intended to mean the next step on the salary guide at which step the teacher would be placed, if the employment increment were not withheld. Where an employment increment is withheld, the individual in question shall remain at the same step on the salary guide as he was on the previous year, but shall receive the salary for that step on the guide for the year during which the employment increment is withheld even though that step be higher than the previous year.
- e. The Superintendent may, during the year the increment is withheld, recommend reinstatement of the increment, if he/she is satisfied that sufficient improvement is made, and upon Board approval, said increment shall be restored pro-rata from the date of such recommendation.

H. **COVER SCHEDULE PAYMENTS**

Regular classroom teachers who are assigned to cover the class or classes for absent teachers shall be paid a stipend of \$25.00 per teaching period in addition to regular salary. Coverage for homerooms will not be paid.

I. **TEACHER ASSISTANTS**

Teacher Assistants shall have their hourly rate increased by 4.95%, 4.85% and 5.25%, rounded to the nearest ten (10) cents for three years. (See Schedule D)

ARTICLE XIII
METHOD OF PAYMENT

- A. All those employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments or may have the option of being paid in twenty-four (24) semi-monthly installments.
- B. All those employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- C. Each employee may individually elect to have 10% of his monthly salary deducted from his pay and placed in the Bergen County Teachers Credit Union or other Board approved institution. Teachers may elect to have monies deducted from their pay to be deposited into an Individual Retirement Account available through the Bergen County Teachers Credit Union or other Board approved institution.

D. **EXCEPTIONS**

When a pay date falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

E. **FINAL PAY**

Each employee shall receive his final pay on his last working day of the school year. Any employee terminating employment in the district between pay periods will receive his final pay check on the next normally scheduled payroll date.

F. **DIRECT DEPOSIT**

At the request of an employee, the Board will make direct payments of salary checks to the employee's bank so long as there are no bank charges to the Board.

ARTICLE XIV
TEACHER ASSIGNMENT

A. **NOTIFICATION**

The Board, whenever possible, shall give all teachers tentative written notice of their grade and/or subject assignments not later than June 1, of the current school year. Any change in said tentative assignment will be communicated to the teacher.

ARTICLE XV
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. **FILING REQUESTS**

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1st.

B. **NOTIFICATION OF VACANCIES**

No later than June 1st of each school year, the Superintendent shall deliver to the Association and post in the school building, a list of the known vacancies which shall occur during the following school year. Applications for said vacancies shall be filed no later than June 15th.

ARTICLE XVI
ADVANCEMENT IN POSITION

In the event a position for advancement should be open in the school system, consideration will be given to qualified employees when filling this position. Advance notice of the new position will be given to all employees by the Superintendent. It is understood and agreed, however, that the Board of Education shall have the sole and exclusive right to make the final determination as to filling said position, and the decision of the Board in this matter shall not be subject or cause for invoking the grievance procedure.

A. **DATE OF POSTING**

A notice shall be posted as far in advance as practicable and within fifteen (15) days of the closing

date for applications. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified, in writing, by an applicant that the application is withdrawn.

ARTICLE XVII **TEACHER EVALUATION**

A. FREQUENCY OF EVALUATION

1. First year teacher - a minimum of two (2) evaluations during the first three (3) months and a minimum of two (2) evaluations during the balance of the school year.
2. Other non-tenured teachers - a minimum of three (3) evaluations during the school year.
3. Tenured teachers - a minimum of one (1) evaluation during the school year.

B. GENERAL CRITERIA

1. **Written Reports** Each evaluation shall be followed by a conference between the teacher and his immediate supervisor prior to the issuance of a written evaluation report. The conference and written report shall identify the strengths and weaknesses of the teacher being evaluated and extend assistance and/or offer suggestions for improving his performance.
2. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
3. A teacher shall be given a copy of any class visit or evaluation report and have the right to initial the original copy before it is placed in the personnel file. The teacher shall also have the right to make a comment on his evaluation if he disagrees with anything in the evaluator's report.

C. PERSONNEL RECORD

1. **File** In the presence of the Superintendent or his/her designee, a teacher shall have the right to review the contents of his personnel file within two (2) weeks (ten (10) working days), after making a request. Material may not be temporarily or permanently removed from the file except by administrative or Board approval.
2. **Derogatory Material** No material derogatory to a teacher's conduct service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicated 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 designee and attached to the file copy.

ARTICLE XVIII
LEAVES OF ABSENCE

A. SICK LEAVE (ACCUMULATIVE)

All full-time employees shall be entitled to eleven (11) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Commencing September 30th, this shall be pro-rated for newly hired employees. Unused sick leave days shall be accumulated from year to year with no maximum limit. Part-time unit members shall receive this benefit pro-rata.

1. An employee who is in attendance until 11:15 A.M. and leaves school due to illness shall only be charged with one-half (1/2) sick day. Further, any employee, who is required to leave school by the school nurse and the Superintendent/Principal or his/her designee, because that employee has a communicable disease, shall not be charged for the initial day of that illness.

2. Part-time employees who work five (5) fractional days per week shall receive eleven (11) fractional sick days. Part-time employees who work a full day, but not five (5) days a week shall receive sick days in accordance with the following schedule:

One (1) work day	-	Two (2) sick days
Two (2) work days	-	Four (4) sick days
Three (3) work days	-	Seven (7) sick days
Four (4) work days	-	Nine (9) sick days

B. SICK LEAVE (NON-ACCUMULATIVE)

Non-accumulative additional sick leave benefits shall be allowed to teachers according to the following schedule, to the extent permitted by law:

1. **Absence in Excess of Accumulated Days**

In the event a teacher shall be absent by reason of illness in excess of the accumulated sick days for which he is by Statute entitled to full pay, he may on a case by case basis, be granted to a maximum of one (1) calendar year beyond the date of expiration of said teacher's accumulated sick leave, at a rate of pay equal to his regular daily salary (being his annual salary pro-rated for 200 days) less the amount paid for hire of a substitute teacher for the additional days on which he is absent. The time during which payment of non-accumulated sick leave is made in accordance with this section, shall not be applied in computation of services for tenure determination.

2. **Preferred Eligibility**

In the event a teacher becomes disabled as the result of an "on-the-job" incident, at the expiration of payment of accumulated sick leave, that teacher will be placed on a preferred eligibility list for return to employment when the disability terminates. The Board, shall not, by this Article, be construed to have waived its rights to apply for involuntary disability pension in an appropriate case.

C. **PERSONAL**

1 .Each full time employee shall be allowed three (3) personal days with pay for good cause, during the school year in addition to the number of absences with pay permitted by law by reason of illness.

2. Part-time employees shall be permitted this benefit, pro-rata. Part-time employees who work five (5) fractional days per week shall receive two (2) fractional personal days. Part-time employees who work a full day, but not five (5) days per week, shall receive personal days in accordance with the following schedule:

One (1) work day	-	1/2 personal day
Two (2) work days	-	1-1/2 personal days
Three (3) work days	-	1-1/2 personal days
Four (4) work days	-	2-1/2 personal days

3. A request for such personal day(s) must be made three (3) days in advance except in emergencies, for approval by the Superintendent for good cause on the existing form provided the Board and shall not be granted on days immediately before or after holidays except in emergencies.

4. Personal days not used shall, annually, be added to accumulated sick days in the account of said employees.

D. **LEGAL**

Time necessary for appearances in any legal proceeding connected with the teacher's employment, or with the school system, in any other legal proceeding if the teacher is required by law to attend, will be allowed with pay.

E. **DEATH**

Leave with pay, due to death in the immediate family (spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, sister, brother, son-in-law, daughter-in-law, grandchild) shall be for a period not to exceed five (5) calendar days in each case.

Employees shall be permitted one (1) day leave with pay per year to attend the funeral services in connection with the death of said employee's friend or relative outside the employee's immediate family as defined herein.

F. **TEMPORARY MILITARY**

Military leave shall be granted and compensation paid in accordance with applicable law.

G. **MILITARY**

Military leave without pay shall be granted to any teacher who is inducted into any branch of the armed forces of the United States for the period of said service and three months thereafter, or three months after recovery of any wound or sickness at the time of discharge. A similar leave may be granted to the teacher whose spouse is so inducted, to join him for a period of special training in preparation for duty overseas in combat zones.

H. **MATERNITY LEAVE**

1. Any teacher giving birth or adopting an infant child shall, upon written request, be granted maternity leave, without pay, subject to the following stipulations and limitations:

- a. The Board shall make every reasonable effort to accommodate the teacher as to the date of commencement of such leave but reserves the right to require medical proof of disability before granting leave.
- b. The Board reserves its right at any time to require a physical examination of a pregnant teacher if in its opinion, her health is in jeopardy or job performance is declining. If in the opinion of the examining physician, her health may be jeopardized by continuing employment, she may be placed on leave immediately.

2. **Term of Leave & Reinstatement** Maternity leave shall be granted to tenured teachers through the end of the school year in which it is granted. If requested in writing by the teacher prior to April 30, said leave may be extended for the full contract year following the year of birth. If birth occurs after April 1 and before September 1, written request for such extension shall be given to the Board within thirty (30) days after the birth. Upon failure to give such appropriate notice, the teacher, shall be expected to return on September 1 following the birth.

Maternity leave for non-tenured teachers may be granted on a case by case basis and may, at the discretion of the Board be denied. Maternity leave granted to a non-tenure teacher shall not be included in the computation of services for tenure determination. At the request of a teacher, the Board in its discretion may grant extension of such leave in a proper case.

Upon completion of any leave granted to a non-tenured teacher, reinstatement shall occur at the beginning of the contract year following the termination of leave. However, nothing herein shall obligate the Board to rehire any teacher who has not acquired tenure at the time of commencement of maternity leave.

3. **Assignment Upon Reinstatement**

- a. The Board shall make every reasonable effort to place a returning teacher in the position she held prior to commencement of leave, however, the Superintendent is empowered to place the teacher in any position for which she is certified if, in his opinion, such action would be in the best interest of a sound education program.
- b. The Board, may in its discretion, require the returning teacher to submit medical proof of fitness to resume duties, prior to rehiring.

4. **Accumulated Sick Leave**

Any teacher commencing sick leave who was physically disabled as the result of a maternity-related disability (as certified by a physician or in accordance with the provisions of Statute or Case Law) may elect to take all, part or none of her accumulated sick leave during said disability. If granted pursuant to the provisions of this contract, maternity leave without pay shall commence at the conclusion of such disability. If a teacher requests and is granted maternity leave prior to the onset of physical disability, no accumulated sick leave shall be payable to that teacher during maternity leave. It is clearly understood that once maternity leave without pay commences, the use of remaining accumulated sick leave shall not be permitted. It is further understood, that any remaining accumulated sick leave is waived in the event the teacher does not resume teaching duties in accordance with the terms of this agreement.

5. **Salary Guide Placement on Return**

A teacher returning from maternity leave shall be considered to have completed the year in which the leave commenced, provided she had performed (5) months of service during that year. In that event, she will be placed on the next step of the guide upon return. In the event less than five (5) months of service was performed in the year the leave commenced, upon return, the teacher shall be placed on the same step of the guide as the year the leave commenced.

6. **Medical Coverage**

A teacher may elect to continue New Jersey State Health Benefits for three (3) months after leave commences by authorizing a full premium deduction prior to the leave. If the leave is to commence on July 1, the Board of Education will provide coverage during the months of July and August at no expense to the teacher. Then, if the teacher desires, she may volunteer to continue New Jersey Health Benefits for one (1), two (2), or three (3) months by authorizing a full premium deduction for the time period so chosen.

7. **Rights Preserved**

The provisions of this Article shall not be deemed nor interpreted to abridge any rights of teachers conferred by the Federal Family Leave Act.

I. **ACCUMULATED SICK LEAVE UPON RETIREMENT**

Upon retirement from the Rochelle Park School District, a teacher shall be paid on account of accumulated sick leave, a sum equal to the number of accumulated sick days in said teacher's account, to a maximum of one hundred (100) days multiplied by the sum of \$70.00. All other unit members upon retirement shall receive the same above mentioned benefit at the rate of \$35.00. Payment on account of this provision shall be made at retirement providing the employee has been engaged by the Rochelle Park District for a period of fifteen (15) consecutive years or is eligible for pension benefits under the pension laws then in effect, whichever is earlier.

In the event of death of covered employees while in the employ of the Board, accumulated sick pay will be paid to that employee's estate.

J. **GOOD CAUSE**

Other leaves of absence without pay may be granted by the Board at its discretion, pursuant to law, for good reasons.

ARTICLE XIX
INSURANCE PROTECTION

- A. The Board will pay the full premium for each employee under the New Jersey State Health Benefits Plan.
- B. In addition to the provisions of "A" above, the Board agrees that the New Jersey State Health Benefits Plan for family coverage shall be continued in the Rochelle Park School System. The Board further agrees to pay the full premiums for said family plan.
- C. The Board Secretary shall provide all the necessary forms for enrollment or change in the New Jersey State Health Benefits Plan. Employees are responsible for providing the Board's Secretary with required data within the ten (10) working days of their effective starting date of employment.
- D. The Board agrees to pay the yearly rate of the family premium of the Delta Dental Plan of New Jersey, Inc.
- E. Effective February 1, 1991, Plan 1 below shall become the dental insurance program of the district unless a mutually agreed upon alternative plan is implemented.
- F. Teacher Assistants employed prior to the ratification of this agreement shall maintain the insurance benefits they currently receive. Benefits shall be as they existed on June 30, 2000.

DENTAL INSURANCE PLAN
DELTA DENTAL INSURANCE CO., INC.
FOR
ROCHELLE PARK BOARD OF EDUCATION

FEE BASIS: The following program is based upon the Usual, Customary and Reasonable Fee Concept.

PLAN 1:	Co-Payment - Preventative and Diagnostic:	100%
	Remaining Basic Benefits:	80/20
	Crowns, Inlays and Gold Restorations:	50/50
	Prosthodontics Benefits:	50/50
	Orthodontic Benefits: (Child Only)	50/50

The maximum amount payable by Delta for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500.00.

ORTHODONTIC: Orthodontic Benefits are subject to \$800.00 maximum per case which is separate from the \$1,500.00 maximum mentioned above applicable to Basic and Prosthodontics Benefits.

ARTICLE XX
PROFESSIONAL DEVELOPMENT

The Rochelle Park Board of Education, in order to implement its philosophy of encouraging educational improvement and with the intention of promoting academic excellence among the staff, will contribute to the cost of tuition for graduate course credit taken at an accredited institution, subject to the following:

A. THE FUND

Tuition reimbursement shall be paid at the rate of 70% of 9 credit hours at the average state college rate, as of September 1, 2000. Only teachers who have completed one year of successful teaching at Midland School may apply for tuition reimbursement.

B. APPROVAL CRITERIA

1. The Board shall defray tuition costs, subject to the reimbursement procedure outlined below, for all graduate courses taken during the fiscal year which are part of an approved graduate program of study for an advanced degree (i.e. MA or Doctorate) providing such a program of study is in the field of education, and all graduate courses taken which are not in conjunction with an MA or Doctoral program, providing said courses are directly related to the subject(s) taught by said individual. Courses in his/her major or minor field of study must be approved by the Superintendent.
2. Upon completion of a course(s), a transcript shall be submitted to the office of the Superintendent reflecting satisfactory completion of the course with a grade of B or

equivalent. Failure to achieve at least a grade of B or equivalent shall negate the Board's responsibility to contribute towards reimbursement of tuition costs of said course(s).

3. The Board shall not recognize for guide advancement nor will they pay tuition and cost reimbursement for any course that uses technology which is not directly interactive with an instructor during the presentation of material, i.e. video courses.
4. In addition, courses which are part of a program which leads to a certificate for educational advancement in the field of education will be approved.

C. **REIMBURSEMENT PROCEDURE**

1. No later than June 30th of each year, each teacher seeking tuition reimbursement for courses completed during the fiscal year shall submit a voucher with receipts for tuition costs annexed, to the Superintendent and if approval criteria above has been met, each teacher shall be reimbursed from the fund.
2. In no event shall any teacher receive more than the actual cost of his tuition expenses for the fiscal year, which shall not include registration, student fees, etc.

D. For the purpose of encouraging professional growth and continuing education, a minimum of one (1) teacher initiated, professional day, per school year, in order to attend conferences, meetings, seminars, workshops and visitations, will be granted upon written request and subject to administrative and Board approval.

E. Upon submitting vouchers, teachers shall be reimbursed for all authorized expenses for all conferences and conventions which have been authorized by the Superintendent and approved by the Board.

ARTICLE XXI
MEETINGS

In order to improve communication and aid in dissemination of information, meetings will be held after school hours by a committee of the Education Association and a committee of the Board, at such time to be mutually agreed upon.

ARTICLE XXII
GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.
- B. The Association agrees to take no action that will demean the process or will be contrary to the laws of the State of New Jersey pertaining to strikes, work stoppage or sanctions, or to take any other collective action to disable or impede the Board in the discharge of its statutory duties, and agrees that such action would constitute a material breach of this agreement.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

A. **SAVINGS CLAUSE**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by the Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

B. **COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

C. **PRINTING AGREEMENT**

Copies of this Agreement shall be provided at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

D. **NOTICE**

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail at the following address:

1. If by Association, to Secretary of the Board at 300 Rochelle Avenue, Rochelle Park, New Jersey 07662.
2. If by Board, to President of the Association at 300 Rochelle Avenue, Rochelle Park, New Jersey 07662.

ARTICLE XXIV
CUSTODIAL STAFF WORKING CONDITIONS

A. HOURS OF WORK

1. The regular work week for all custodians shall not exceed forty (40) hours of work.
2. Custodians shall be paid on the basis of one and one-half (1-1/2) times their equivalent hourly rate for all hours worked in excess of forty (40) within any given calendar week, Sunday through Saturday, except when work is performed on Sunday. Custodians shall be paid time and one-half (1-1/2) for that day and the time worked on that day shall be included in the forty (40) hours for purposes of overtime.
3. When work is performed on a contractual holiday, custodians shall be paid regular time plus time and one-half (1-1/2) and the time worked shall not be included in the forty (40) hours for purposes of overtime.
4. Custodians shall be paid a minimum of two (2) hours and time and one-half (1-1/2) when called on weekends to check and blow down the boiler.

B. VACATIONS

Custodians shall receive vacations with full pay in accordance with the following schedules:

Length of Service

Less than one (1) year

Vacation Time

One working day for each

month of service.

One (1) year as of July 1

Two (2) calendar weeks

Five (5) years as of July 1

Three (3) calendar weeks

Fifteen (15) years as of July 1

Four (4) calendar weeks

The custodial staff must receive prior approval of the Superintendent as to when vacations may be taken. The Superintendent must approve all vacations schedules.

C. **HOLIDAYS**

Custodians shall be entitled to the following days with full pay:

1. New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, General Election Day, Thanksgiving Day and the following Friday, Christmas Day and two (2) additional days during the Christmas-New Year's recess, where possible shall be taken during the Christmas-New Year's recess. The last mentioned two (2) days shall not be considered holidays for holiday treatment in A-3 above.

2. Also, on Christmas Eve and New Year's Eve, one-half (1/2) day starting at 12:00 noon, plus one additional one-half (1/2) day on either Christmas Eve or New Year's Eve, providing that there will be custodial coverage in the building on Christmas Eve and New Year's Eve day until 12:00 noon.

3. One floating holiday will be granted. A choice of either Veteran's Day or one day during the winter or spring recess will be permitted, provided no more than two men are off at one time.

D. **ATTENDANCE AT N.J.E.A. CONVENTIONS**

Two (2) custodians, on a rotating basis, shall be permitted time off for the annual convention, with pay.

ARTICLE XXV
SECRETARIAL STAFF WORKING CONDITIONS

A. **HOURS**

1. When school is in session: 8:00 A.M. to 4:00 P.M. with one (1) hour for lunch or for an equivalent number of hours of work on another time schedule, mutually agreeable to the Superintendent and the Secretary.

2. When school is not in session: 9:00 A.M. to 2:30 P.M. with one (1) hour for lunch or for an equivalent number of hours of work on another time schedule, mutually agreeable to the Superintendent and Secretary.

B. **VACATIONS**

Secretaries shall be entitled to the following vacation time:

One (1) week off during Christmas recess.

Two (2) additional weeks off during the summer recess.

One (1) additional week vacation after the completion of five (5) years of service. This additional vacation week must be taken between September 1 and June 30th of each year per approval of the Superintendent as to scheduling.

C. **HOLIDAYS**

Secretaries shall be entitled to the following days with full pay: New Year's Day; Washington's Birthday; Good Friday; Memorial Day; July 4th; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving Day and the following Friday; Christmas Day and any other designated legal holiday during which the faculty is absent and school is closed.

D. **ATTENDANCE AT N.J.E.A. CONVENTIONS**

Secretaries shall be allowed two (2) days off with full pay for attendance at the annual NJEA Convention pursuant to 18A:31-2.

ARTICLE XXVI
SUBCONTRACTING

The Board will, no less than sixty (60) days before taking any such action, discuss any subcontracting plan with the Association and will not enter any subcontracting plan in bad faith. The Board reserves the right to make the ultimate decision if, in fact, it is necessary, fiscally, and so long as it is not done in bad faith.

NOTE: PAGES 25, 26 AND 27 ARE TEACHER SALARY GUIDES WHICH WERE SUPPLIED BY THE BUSINESS OFFICE.

SCHEDULE "B"

FULL-TIME, NON-CONFIDENTIAL SECRETARY

2001-2002 SALARY GUIDE

STEP

1	21943
2	23242
3	24625
4	25930
5	27348
6	28603
7	29909
8	31201
9	32489
10	33889
11	36192

2002-2003 SALARY GUIDE

STEP

1	23007
2	24369
3	25819
4	27188
5	28675
6	29991

7	31360
8	32714
9	34064
10	35533
11	37947

2003-2004 SALARY GUIDE
STEP

1	24215
2	25648
3	27174
4	28615
5	30180
6	31565
7	33006
8	34431
9	35853
10	37398
11	39940

SCHEDULE "C"

CUSTODIANS

2001 - 2002 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIAN</u>	<u>CCM</u>
1	21443	29882
2	22488	31235
3	23585	32648
4	24736	34126
5	25941	35674
6	27207	37289
7	28534	38979
8	29925	40748
9	31387	42600
10	32918	44533
11	34521	46553

2002 - 2003 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIAN</u>	<u>CCM</u>
1	23163	32172
2	24292	33627
3	25478	35150
4	26719	36744
5	28023	38408
6	29390	40149

7	30823	41970
8	32328	43878
9	33905	45869
10	35556	47949

2003 - 2004 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIAN</u>	<u>CCM</u>
1	23857	33137
2	25021	34636
3	26242	36204
4	27521	37847
5	28864	39560
6	30272	41353
7	31747	43229
8	33298	45194
9	34922	47245
10	36623	49388

CCM = COORDINATOR OF CUSTODIAL AND MAINTENANCE SERVICES

SCHEDULE "D"

CLASSROOM ASSISTANTS

2001 - 2002 HOURLY RATE

\$11.80

2002 - 2003 HOURLY RATE

\$12.40

2003 - 2004 HOURLY RATE

\$13.10

SCHEDULE "E"
EXTRA CURRICULAR

<u>POSITION</u>		2001-2002	2002-2003	2003-2004	
		<u>STIPEND</u>	<u>STIPEND</u>	<u>STIPEND</u>	
Baseball Coach (1)		\$ 1,389	\$ 1,457	\$ 1,533	
Assistant Baseball Coach (1)		764	801	843	Basketball
Coach (1)	1,019	1,069		1,125	
Assistant Basketball Coach (1)		745	782	823	
Cheerleader Coach (1)		745	782		823
Chorus Director (1)		1,389*	1,457*	1,533*	
Computer Club	572		600		632
Gymnastics Coach (2)		1,044	1,095	1,152	
Indoor/Outdoor Soccer Coach (1)	1,044	1,095	1,152		
Assistant Soccer Coach (1)		745		782	823
Junior National Honor Society (2)	660		692		728
Newspaper (1)		440		461	485
Softball Coach (1)		1,389	1,457	1,533	
Assistant Softball Coach (1)		764		801	843

Spelling Bee Coach (1)	176	185	195	
Student Council Advisor (1)		693	727	765
Volleyball Coach (1)		1,045	1,096	1,154
Yearbook Advisor (1)		1,928	2,022	2,128
Affirmative Action Officer (1)		1,487	1,559	1,641
Eighth Grade Advisor (1)	660		692	728
Drug Education Coordinator (1)	835		876	922
Literary Magazine (1)		880		923
Destination ImagiNation Facilitators (2)	1,653	1,733	1,824	
Any Approved Program or Activity Not Listed		\$23/Hr.	\$24/Hr.	\$25/Hr.

*In the years a musical play is offered, the Chorus Director shall receive an additional stipend of \$600.00

ARTICLE XXVII
DURATION OF CONTRACT

A. This Agreement shall be effective as of July 1, 2001 and shall continue in effect until June 30, 2004.

B A successor Agreement shall be negotiated in compliance with existing laws governing same. Any other terms and conditions of this Agreement shall continue to be binding on the parties hereto during such negotiations.

C. STATUS OF INCORPORATION

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ROCHELLE PARK EDUCATION ASSOCIATION

ROCHELLE PARK BOARD OF EDUCATION

BY _____
(President)

BY

(President)

DATE _____

BY _____
(Secretary)

BY

(Secretary)

DATE _____

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ROCHELLE PARK BOARD OF EDUCATION/ROCHELLE PARK EDUCATION ASSOCIATION

CONTRACT AGREEMENT

JULY 1, 2001 - JUNE 30, 2004