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Nancy D. Wrenberg 6/29/71

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

This Agreement entered in this ¹⁵24th day of ^{JUNE}May, 1971, by and between the Board of Education of the Town of Morristown in the County of Morris, hereinafter called the "Board", and the Morristown Teachers Association, hereinafter called the "Association".

Witnesseth:

Whereas, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968, to negotiate with the Association as the duly recognized majority representative of the certified personnel employed by the Board with respect to the terms and conditions of employment and grievance procedures; and

Whereas, the Board and the Association have reached certain understandings in regard to the negotiation procedure to be followed, matters affecting terms and conditions of employment, ^{AND} individual grievance procedures.

Now, therefore, the Board and the Association in consideration of the following mutual covenants, do hereby agree as follows:

A. Negotiation Procedure

1. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions of employment of all certificated personnel employed by the Board, except the Superintendent of Schools, the Assistant Superintendent of Schools, the Assistants to the Superintendent of Schools, all principals and vice-principals ^{AND ASSISTANT PRINCIPALS.}

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

2. Upon request, the Association shall file adequate proof with the Secretary of the Board that the Association continues to represent a majority of the said certificated personnel as their duly designated or elected collective negotiation representative.

3. The Board and the Association agree to enter into collective negotiations in accordance with Chapter 303, Laws of 1968 in a good-faith effort to reach agreement on the terms and conditions of teachers' employment. For purposes of representing the Board at such negotiations, the Board shall designate two permanent negotiation representatives for the current school year. The Board shall, however, be permitted in its sole and absolute discretion to designate such additional representatives, or appoint substitutes for these two permanently designated representatives, for any particular negotiating session. The Board representatives shall agree to attend five regularly scheduled meetings.

4. The Association shall designate not more than five permanent negotiating representatives for the current school year. The Association shall, however, in its sole and absolute discretion, be permitted to designate such additional representatives, or appoint substitutes for its five permanently designated representatives, for any particular negotiating session.

5. The Superintendent of Schools, or his designated representative, shall attend all collective negotiation meetings between the Board and the Association, and shall preside at such meetings if requested to do so by the representatives of the Board and the Association.

6. One member of the Central Office Administrative Staff shall perform the following secretarial duties for all collective negotiation meetings:

(a) Receive duly authorized written requests from the Board and the Association not less than five working days prior to each collective negotiation meeting of matters desired to be placed upon the agenda for discussion and negotiation;

(b) Prepare an agenda for each collective negotiation meeting based upon written requests received as aforesaid;

(c) Secure approval of the agenda by the respective presidents of the Board and the Association, or their duly authorized designees, and distribute copies of same to the appropriate representatives of the Board and the Association at least three days prior to the scheduled meeting; and

(d) Take or cause to be taken minutes of each meeting and prepare in final form and distribute within five working days of the meeting, copies of said minutes, after the minutes have first been attested to as to accuracy by the presidents of the Board and the Association, or their duly authorized designees, to all representatives and persons in attendance at the meeting in question, and the Secretaries of the Board and the Association.

7. The Board and the Association agree to have their representatives meet for the purposes of collective negotiation and discussion concerning terms and conditions of employment, in February, April, June, October, and December of each year on the first Monday evening of each respective month at hours to be set by mutual agreement.

(a) In addition to the regularly scheduled meetings, collective negotiation representatives of the Board and the Association shall meet whenever either party of this agreement, through a duly authorized representative, shall request such a meeting.

(b) The Board and the Association mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of these collective negotiation meetings.

8. Nothing contained herein shall be construed to prevent the Board or any of its school officials or representatives from meeting with individual certificated employees other than the Morristown Teachers Association for

the purpose of hearing their views and requests concerning terms and conditions of employment, other than matters properly within the scope of individual grievance procedure, provided (a) the permanent collective negotiation representative of the Association are informed of any such meetings at least two days in advance, and (b) no changes or modifications in terms and conditions of employment agreed upon by the Board and the Association through collective negotiation shall be made, except through further negotiation with the Association.

9. The Board and the Association agree that their respective representatives at these collective negotiation meetings shall have an obligation and duty to:

- (a) Identify the problems concerning the terms and conditions of employment insofar as teachers are concerned;
- (b) Gather facts which contribute to a complete understanding of these problems;
- (c) Exchange and discuss proposals for the solution of such problems;
- (d) Review the administration of negotiated agreements and resolve such problems as may develop thereunder and which are not properly subject to established grievance machinery;
- (e) Consider proposed amendments and supplements to this agreement;
- (f) Consider proposed amendments and supplements to the individual grievance procedure established by the Board; and
- (g) Strive to achieve agreement on all matters under negotiation, which agreement shall without delay be reduced to writing attested to as to accuracy by the Presidents of the Board and the Association, or their duly authorized designees, and submitted to the membership of the Association and the entire Board for approval.

10. Any mutually acceptable proposal submitted to the membership of the Association and the entire Board as provided in paragraph 9 (g) above, approved by a majority of said membership and the entire Board shall be formalized as a written amendment or supplement to this agreement and signed by the duly authorized officers of the Board and the Association.

B. Grievance Procedure

1. Purpose:

The purpose of this procedure is to reduce employer-employee conflict, and to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the terms and conditions of a teacher's professional service. Every effort shall be made to settle the grievance with the employee's immediate superior. All grievances shall be given prompt attention and consideration and ample opportunity for discussion shall be allowed at all administrative levels.

2. Definitions:

(a) Grievance: "Grievance" as used herein shall mean a claim by any teacher that there has been an improper or unjust administrative decision, application, interpretation or violation of a policy or agreement, including the application or interpretation of the terms of this agreement, affecting the terms and conditions of his employment.

(b) "Teacher" shall mean any certified professional employee or group of certificated employees of the Board, except the Superintendent of Schools, the Assistant Superintendent of Schools, the Assistants to the Superintendent of Schools, all Principals, Vice-Principals, and Assistant Principals.

(c) "Day" means school day, except when school is not in session for a period exceeding two weeks, The terms will then mean weekday, exclusive of Saturday or Sunday.

(d) If a person is not directly responsible to a principal, the term "principal" will be taken to mean "immediate superior".

3. Grievance Procedure

(a) An aggrieved teacher shall verbally notify his principal. They shall discuss the problem in good faith with the object of resolving the matter informally.

(b) If an agreeable solution is not forthcoming, the aggrieved teacher may submit a written grievance to the principal. The principal shall offer a written response within five days.

(c) If the teacher is still aggrieved, he may, within five days of receipt of response, or in the absence of a response within ten days from date of submission of written grievance to principal, whichever is sooner, submit the written grievance along with the principal's response to the Superintendent of Schools, The Superintendent shall, within ten days, conduct discussions with the parties concerned and shall recommend a settlement in writing.

(d) If the teacher finds the Superintendent's recommendation to be unsatisfactory, the grievance can, within five days of receipt of response, or, in the absence of a recommendation, within 15 days from date of submission of written grievance to Superintendent, whichever is sooner, be submitted to the board in writing. The Board shall, within thirty days, conduct discussions with all parties concerned, and submit a written decision.

(e) Except where the grievance involves negotiated terms or condition of employment forming part of this collective bargaining agreement and in regard to which all details are set forth in full herein, the written decision of the Board shall be final and binding on all concerned insofar as consistent with prevailing law.

Furthermore, the written decision of the Board shall in any event be final and binding on all concerned and shall not be subject to the arbitration procedure set forth below where the grievance involves:

- (1) The failure or refusal of the Board to renew a contract of a non-tenure teacher;
- (2) In matters where a specific method of review is prescribed by statute, or by any rule or regulation of the State Commissioner of Education or State Board of Education, including, but not by way of limitation, the right to a review and a hearing under the Tenure Employees Hearing Law (N.J.S.A. 18A:6-10 et seq.) and the right to review pursuant to N.J.S.A. 18A:29-14 in cases involving the withholding of increments;
- (3) In matters where the Board is without authority to act;
- (4) Reduction in the number of persons holding particular offices, positions, or employments with the Board;
- (5) Transfer of a teacher from one school to another, one grade to another, or one position to another;
- (6) Fulfillment of vacancies occurring in offices, positions, or employments with the Board; and
- (7) In matters involving the sole and unlimited discretion of the Board, including those matters negotiated and reduced to writing as part of this agreement and with respect to which the Board is expressly vested with unrestricted authority to make the final decision.

If the grievance involves the interpretation and application of any term or condition of employment which has been negotiated and in regard to which all details are set forth in full in this agreement (excluding, therefore, all items listed above as possible subjects for review by the Advisory Board for Administrative Procedures, as well as all policies not set forth in full above but adopted by reference) and provided the grievance does not involve any matter described in sub-paragraphs (1) through (7) of the preceding paragraph, any teacher dissatisfied with the written determination of the Board, may within five days of receipt of such determination, request in writing that the Association's Executive Committee pursue an impartial settlement by arbitration.

- (f) If the Association's Executive Committee finds the grievance to be worthy of further consideration, it will, within five days, so notify the Board, whereupon the Association and the Board shall jointly petition the American Arbitration Association for the appointment of an arbitrator in accordance with the rules and regulations of said ~~commission~~ Association.
- (g) The decision of the arbitrator shall be final and binding upon all parties insofar as it is consistent with prevailing law. Cost of arbitration shall be equally borne by the Board and the Association.
- (h) Failure of the grieving teacher to appeal to the next level of appeal within the times specified shall bar further appeal with respect to the particular grievance then under consideration.
- (i) To entitle an aggrieved party to have his grievance processed, the grievant shall be required to follow the administrative decision, directive

or Board policy which is the basis for the grievance, until such grievance is properly decided in accordance with this procedure.

4. General Provisions

(a) Nothing in this procedure will abridge the right of a teacher or school official to attempt to resolve a grievance directly and informally.

(b) All deadlines provided in this procedure may be extended by mutual written agreement only.

(c) The aggrieved party and/or his representative shall have the right to be present at all discussions conducted at any step of the procedure.

(d) Any party of interest may be accompanied or represented at all stages of this grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

(e) If a group or class of teachers is aggrieved they may submit a signed petition to the Association to file a grievance on behalf of that group or class of teachers and process it through all levels of the grievance procedure. The petition shall be submitted upon the filing of the grievance.

(f) No grievance settlement may amend the terms and conditions of employment agreed to by the Board and the Association. If either party considers such a change to be necessary, the agreed upon negotiation procedure must be followed.

(g) Copies of all written exchanges between aggrieved teachers and school officials shall be transmitted to the Association President.

(h) The Board agrees not to discriminate or take reprisals against any teacher who processes a grievance pursuant to this procedure.

C. General Conditions of Employment

1. Leave of Absence with Pay

(a) Employee Illness: An employee steadily employed or under tenure is entitled to leave of absence with pay for personal disability due to illness or injury, or other cause specified in N.J.S.A. 18A:30-1, for (1) ten days in each school year and (2) as many additional days as the employee shall then have to his credit in unused sick leave which has accumulated from prior years as required by law. (N.J.S.A. 18A: 30-3.) Any employee who is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment shall be paid full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary payments made pursuant hereto shall be made for absence

during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under workmen's compensation law. Any amount of salary so paid to the employee shall be reduced by the amount of any workmen's compensation award made for temporary disability. (N.J.S.A. 18 A:30-2.1)

(b) Personal Leave: An employee shall be entitled to leave of absence with pay for not more than a total of five days in each school year upon notification of need arising from one or more of the following:

(1) Severe illness of his spouse, ancestor, descendant or any relative living in his household;

(2) Religious observance as recognized by state law for students, and

(3) Marriage of the employee or his close relative.

Such personal leave also may be granted for other compelling and just cause.

(c) Death in Family: In addition to personal leave which may be granted pursuant to the above, an employee is entitled to leave of absence with pay on account of death of any relative described in (1) above, for three days in each school year, and, with the permission of his principal for good cause shown, for not more than five additional days in each school year.

(d) Legal Proceedings: An employee is entitled to leave with differential pay for such period as the employee is required to be elsewhere by reason of jury service or subpoena. "Differential pay" shall be the employee's normal salary for the period less the amount of any compensation received by the employee by reason of the jury service or compliance with the subpoena.

(e) Professional Leave: An employee may be granted leave of absence with pay to attend meetings or conventions or engage in other temporary activity related to the employee's work where it appears that the interests of the school district will be served to advantage.

(f) Sabbatical Leave: Definition: The work "teacher" shall be considered as including all certificated personnel.

(1) Any teacher who has completed seven or more years of continuous, full-time service in the Morristown Schools, may upon recommendation of the Superintendent, be granted leave of absence by the Board of Education for one full year for advanced study or travel combined with study. After each subsequent period of seven or more years of such service, a further leave for advanced study or travel combined with study may be granted.

(2) Application for such leave shall be made prior to February 1st, previous to the year for which such absence is requested. Such application shall be made upon a regular blank form furnished by the Board of Education, and shall indicate a program to be followed by the teacher during the period of leave.

(3) Applicants shall agree to abide by all conditions set by the Board of Education to govern such leaves of absence.

(4) As a condition to such leave the teacher shall be deemed to have agreed, by acceptance of such leave, to continue in the service of the Morristown Public Schools for a period of at least two years after the expiration of the leave of absence. Voluntarily failing to so continue service, the teacher shall repay to the Board of Education the full salary received while on leave.

(5) A teacher granted sabbatical leave to engage in full-time study toward an advanced degree shall receive 75% of the salary he would be entitled to receive if not on leave. Full-time study means matriculation in an advance degree program at a fully accredited advance degree granting institution for a full academic year.

A teacher may also be granted sabbatical leave to engage in academic work and study, related to his area of specialization, combined with travel. If granted sabbatical leave for such purpose, or if engaged in a program of study less than full-time, the teacher shall receive 50% of the salary he would be entitled to receive if not on leave.

Salary payments for teachers on sabbatical leave shall be made in accordance with the schedule for payment of salaries in the school year and all regular deductions for salaries, including pension fund deductions and others authorized by the teacher shall be made.

(6) Not more than two teachers of the system shall be granted sabbatical leave for the same year.

(7) In passing upon applications for such leave the Board will be guided entirely by its appraisal of the resulting benefits to the school system, and such leave will be granted only where the Board is satisfied that the loss of the applicant's services for the period of the leave, together with the financial cost, will be more than offset, in terms of value to the school system, by the benefits to the school system reasonably to be anticipated from the granting of the application. Among other factors arising from this standard, due consideration will be given to a reasonable distribution of sabbatical leaves among the personnel of the several buildings and departments.

(8) Teachers on such leave may not associate for compensation with any person, persons, or organization during the school year, unless the Board of Education shall approve such association as beneficial to this school system and only then upon any conditions prescribed by it.

(9) Teachers on such leave shall make such regular written reports as may be required.

(10) Teachers on such leave will be considered as in the employ of the Morristown Board of Education, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustments.

(11) Such leave of absence shall be without prejudice to the teacher's tenure rights.

(g) Extended Sick Leave:

(1) Any teacher who has exhausted his current and accumulated sick leave may be granted extended leave of absence with partial pay for personal disability due to illness or injury, or other cause specified in N.J.S.A. 18A:30-1, for the remainder of any school year in which such extended leave begins: "partial pay" shall be one half the employee's normal salary. * Decision of the Board on whether or not to grant extended sick leave shall be final and not subject (as part of a grievance procedure) to settlement by binding arbitration.

(2) Teachers shall be given a written accounting of accumulated sick leave days annually.

2. Leave of Absence Without Pay

(a) Maternity Leave: An employee who is pregnant shall notify the Superintendent six months or more before the expected date of birth. Upon such notification from an employee under tenure, leave of absence without pay shall be granted and accepted commencing not later than five months before the expected date of birth. In the case of any employee or employees who by reason of the nature or place of their work do not normally come into substantial contact with the student body, such shorter interval or leave without pay before the expected date of birth as is suitable in the circumstances may be fixed.

(b) Military Leave: An employee who enlists or is called into the military service of this State or of the United States shall be granted leave of absence without pay for the period of his service in any case where the same is provided by N.J.S.A. 38:23-4, the Soldiers and Sailors Civil Relief Act, or other law. The leave shall extend to such date beyond the termination of military service as is required by law. The employee upon his return from leave of absence shall enjoy all rights granted by any such law. +

(c) Other Leave of Absence: Other leave of absence may be granted with or without pay if the same is authorized or validated by the Board of Education.

3. Payment Plan and Deductions for Payments to Tri-County Federal Credit Union

(a) The Board agrees to deduct and withhold for each payroll period, from such compensation as may be due to any teacher, such sum as may have been specifically authorized in writing by said teacher, and pay overall amounts so deducted to the Tri-County Federal Credit Union.

(b) A teacher may withdraw written authorization at any time by filing written notice with the Secretary of the Board. No teacher shall be required to participate in this program.

* ~~As~~ physical condition or by reason of

(c) Salary Guide and Salary Guide Provisions

(1) Salary Guide for Teachers: The Board and the Association agree that the following salary guide shall become effective July 1, 1971.

<u>Step</u>	I	II	III	IV	V	VI	VII
0	7,600	8,000	8,400	8,800	9,200	9,600	10,400
1	8,000	8,400	8,800	9,200	9,600	10,000	10,800
2	8,400	8,800	9,200	9,600	10,000	10,400	11,200
3	8,800	9,200	9,600	10,000	10,400	10,800	11,600
4	9,200	9,600	10,000	10,400	10,800	11,200	12,000
5	9,600	10,000	10,400	10,800	11,200	11,600	12,400
6	10,000	10,400	10,800	11,200	11,600	12,000	12,800
7	10,400	10,800	11,200	11,600	12,000	12,400	13,200
8	10,800	11,200	11,600	12,000	12,400	12,800	13,600
9	11,200	11,600	12,000	12,400	12,800	13,200	14,000
10	11,600	12,000	12,400	12,800	13,200	13,600	14,400
11	12,000	12,400	12,800	13,200	13,600	14,000	14,800
12	12,400	12,800	13,200	13,600	14,000	14,400	15,200
13	12,800	13,200	13,600	14,000	14,400	14,800	15,600
14	13,200	13,600	14,000	14,400	14,800	15,200	16,000
15	13,600	14,000	14,400	14,800	15,200	15,600	16,400
16					15,600	16,000	16,800
17							17,200

Column I - Non-degree teachers. No non-degree teachers shall be hired without at least seven years experience.

Column II - B.A. or B.S.

Column III - B.A. or B.S. plus thirty graduate credits or equivalency credits for those teachers who qualified prior to September 1962.

Column IV - Earned M.A.

Column V - Six year level - applies only to those staff members who reached six year level prior to September 1962 using equivalency credits.

Column VI - M.A. plus thirty graduate credits approved by the Board of Education.

Column VII - Earned Doctorate.

(2) Salary Guide Provisions:

(a) The starting salary of a teacher new to the system shall be determined by negotiation between the teacher and the Board of Education.

(b) Full year credit will be given to a candidate who has a partial year of experience of 100 work days or more of a regular school year. No credit on the salary guide will be given where a candidate has a partial year experience of less than 100 work days.

(c) The starting salary of a teacher new to the system is to be translated into a guide position based on years of credited experience and training level. No teacher new to the system shall be placed on a guide position higher than those teachers already employed in the system with similar credited experience and training.

(d) Non-degree teachers will be placed in Column I of the guide.

(e) To qualify for placement on Column II of the guide, a bachelor's degree is required. "Bachelor's Degree: shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

(f) To qualify for placement on Column III of the guide, a conferred bachelor's degree, plus proof of the satisfactory completion of thirty semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university, whose graduate courses for the master's degree are acceptable to the State Board of Examiners for certification purposes, are required. Placement on this column will also include teachers who reached a five year level prior to September, 1962 using equivalency credits.

(g) To qualify for placement on Column IV of the guide, a conferred master's degree is required. "Master's Degree" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

(h) To qualify for placement on Column V of the guide, sixty credits beyond the conferred bachelor's degree are required. This placement is only applicable to those teachers who reached a six year level prior to September 1962, using equivalency credits.

(i) To qualify for placement on Column VI of the guide, a conferred master's degree, plus proof of the satisfactory completion of thirty additional

semester hours (reviewed by the Superintendent and approved by the Board of Education) in graduate courses beyond the course requirements for the master's degree in any college or university, whose graduate courses for the master's degree are acceptable to the State Board of Examiners for certification purposes, are required.

(j) To qualify for placement on Column VII of the guide, the doctor's degree must have been conferred. "Doctor's Degree" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

(k) After initial placement on a guide position, movement along the guide from that position to maximum shall be in terms of annual increments based on each year of successful service in the Morristown Public Schools. To be eligible for a normal increment a teacher must have been under contract to the Board of Education during the previous year for at least 100 work days. No half steps will be granted.

Successful service shall be determined by a satisfactory yearly evaluation of the teacher by the principal. If the yearly evaluation is unsatisfactory an increment may be withheld upon recommendation by the Superintendent and approval by the Board. A copy of the evaluation guide shall be available to the Association. The teacher evaluation shall be in writing, reviewed by the Superintendent, and presented to the Board of Education at the time of the annual salary review.

(l) Any teacher who prior to September 10th of any year shall have completed requirements for advancement to a class in advance of the one in which he is placed and shall have filed with the Superintendent of Schools the appropriate record shall, with the approval of the Board of Education, be advanced to the next class for which he is eligible and receive the salary indicated for this training level.

4. Teacher Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws, 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

5. Teacher Assignment

(a) All teachers shall be given written notice of their salary schedules, class and/or subject assignments and room assignments for the forthcoming

year not later than June 1. A list of said schedules and assignments shall be simultaneously sent to the Association.

(b) In order to assure that pupils are taught by teachers working within their areas of competence teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners, or who are working toward such certificate.

6. Arrival and Dismissal Time for Teachers

(a) Professional responsibilities permitting, no teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave ten (10) minutes after the close of the pupils' school day.

(b) As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster, if required to do so by their building principal.

(c) Teachers may leave the building during preparation periods in accordance with sign in- sign out procedures.

7. Evaluation of Students

The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Morristown School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed unless it is determined that the grading is inconsistent with the policies of the Morristown School District.

8. Discipline

The Board and the Association agree that the teachers have a primary disciplinary responsibility in the classroom. Principals shall have the primary disciplinary responsibility of the school. The teacher and administrator shall support each other in these roles. Any disagreement concerning the administration of discipline shall be discussed jointly in confidence and not in the presence of students, parents or others outside the school administration.

9. Non-Teaching Duties

(a) Elementary teachers shall not be required to remain with their classes when they are supervised by other certificated personnel.

(b) Teachers shall not be required to perform the following duties:

(1) Attendance Office

(2) Bus Duty in elementary schools including riding on the school bus or monitoring school bus stops off school grounds.

AKing, Jr
4 School

(3) Supervising children and other activities on the playgrounds in the elementary schools, and.

(4) Supervising children and ⁻¹⁴⁻other activities in the cafeterias during lunches in the elementary schools.

(3) Playground duty in elementary schools

(4) Cafeteria duty in elementary schools

10. Evening Meetings

Teachers may be required to attend no more than two (2) evening assignments or meeting each school year without additional compensation. Staff required to attend additional meetings shall be compensated at the rate of 1/140 of their monthly salary per hour for each meeting they attend.

11. Extra Pay and/or Released Time

The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall be paid at the rate of 1/140 per hour. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

F Their
monthly salary
each
or worked.

12. Non-Tenure Re-Contracting

Any non-tenure teacher who is not to be rehired may request a copy of his or her written evaluation.

13. Association Rights and Privileges

(a) Information

The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Board shall not supply information of a private or confidential nature to the Association.

(b) Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

(c) Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings if available. The principal of the building in question shall be notified in advance of the time and place

providing such meetings do not interfere with school programs and activities, or prevent any teacher from carrying out his duties.

of all such meetings. No approval shall be required.

(d) Bulletin Boards

The Association shall have, for official use, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be mutually designated. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

(e) Mail Facilities and Mail Boxes

The Association shall have the right to use interschool mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

(f) Office Space

The Association shall be provided without cost to it with adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense.

(g) Released Time for Meetings

Whenever any representative of the Association participates during working hours in negotiations, grievance proceedings, conferences, or meetings with the Board of Education and/or its representatives and the Morristown Teachers Association, he shall suffer no loss in pay, *←*

(h) Leave for Association President

In accordance with the professional leave policy, the Board shall grant leave to the president and/or members of the Association negotiating team to conduct Association business.

(i) Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

(j) Association Responsibilities

The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members.

14. Field Trips

For required participation in field trips entailing the supervision of pupils which extend beyond the teacher in-school

Provided, however, every effort shall be made to schedule such proceedings and meetings so that they do not interfere with the school program and school activities and the performance by teachers of duties in regard thereto

day and overnight and non-school trips, teachers shall be compensated as follows:

(a) For time beyond the normal in-school work day at the rate of 1/140 of their monthly salary per hour up to 7/140 for that day.

(b) For non-school days, at the rate of 1/140 per hour up to 7/140 per day.

of their monthly salary

15. Class Size

The Board shall make every effort to maintain class size consistent with good educational standards and practices.

16. Listing of Vacancies

A complete listing of all vacancies within the school system shall be published each year, ten days following the collection of letters of intent from teachers within the system. At least one other listing shall be made before the close of the school year. Upon application to the appropriate principal, teachers qualified to fill vacancies within the system will be granted an interview.

17. Extra Pay for Extra Services

(a) The salaries for staff employed at their regular or similar professional jobs beyond the regular school year will be on a basis of 1/140 per hour of their monthly salary up to 7/140 per each day worked, unless otherwise required by an outside funding source.

(b) Staff who perform extra assignments for which extra compensation is now received under current Board of Education policy will continue to receive extra compensation for such assignments at a salary and under the conditions to be determined by the nature of the assignment, by the responsibility associated with the position, and by negotiation between the Board of Education and the Morristown Teachers Association.

(c) Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to a point system jointly established by the Board and the Association.

(d) Salaries for extra instructional assignments for the 1971-1972 school year shall be in accordance with present compensation policies of the Board of Education.

18. Payment

Teachers shall be paid semi-monthly on the 15th and 30th day of each month in the school year. If school is not in session on a pay day, payment shall be made on the last scheduled work day prior to said pay day.

19. Tuition Refund

The amount of \$5,000 shall be allocated by the Board of Education for tuition refund, and this amount shall be distributed in the following manner:

1. A teacher shall submit proof of successful completion of a graduate course. He shall be limited to two (2) courses per year.
2. Reimbursement shall be made up to \$25.00 per course.
3. A teacher must apply for reimbursement prior to June 30, 1972.
4. Reimbursement shall be made after this date.

20. Insurance

(a) The Board shall make available to all certificated personnel health care insurance coverage as provided by the New Jersey Health Benefits Program which shall include Blue Cross, Blue Shield, Major Medical, and Rider J.

(b) The Board shall pay 100% of the cost of the premium for a single plan.

(c) If a teacher ^{who is married or has a family} desires coverage beyond a Single Plan, he shall pay the following premium per month:

<u>Head-of-Household</u>	
Parent-Child	\$3.16
Husband-Wife	\$5.68
Family	\$6.06

The Board shall pay the balance of the premium.

(d) The Board shall request the carrier to provide each certificated person with a description of the health care insurance coverage provided under this article.

21. Guidance Counselors

Guidance counselors shall be employed on a 12-month basis. The salaries of guidance counselors shall be 1.2 times the regularly scheduled salary for teachers with corresponding preparation and experience.

22. Establishment of Advisory Board

The Board and the Association agree that there shall be established an Advisory Board for Administrative Procedures in accordance with "Appendix A."

D. Duration of Agreement

This agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972.

In Witness Whereof the Board and the Association have hereunto caused this agreement to be executed by its duly authorized officers and their corporate seals affixed, as of the day and year first above written.

D. F. Schreiber 6/15/71
David V. Manahan 6/29/71