

ARTICLES OF AGREEMENT

BY AND BETWEEN

BOARD OF EDUCATION OF THE
BOROUGH OF TOTOWA BOARD OF EDUCATION

AND

THE TOTOWA EDUCATION ASSOCIATION

1980 - 1982

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ARTICLES OF AGREEMENT

1 The BOARD OF EDUCATION OF THE BOROUGH OF TOTOWA, Passaic County, New
2
3 Jersey, hereinafter referred to as the "Board", and the TOTOWA EDUCATION
4
5 ASSOCIATION, hereinafter referred to as the "ASSOCIATION" agree as follows:
6

ARTICLE I

RECOGNITION

11 A. The Totowa Board of Education recognizes the Totowa Education
12
13 Association as the exclusive and sole representative for collective negoti-
14
15 ations concerning full-time teachers, child study team members, nurses, here-
16
17 tofore referred to as staff. Excluded shall be the Principals, Vice-Principals,
18
19 Director of Pupil Personnel Services, other administrative personnel, custodial
20
21 staff, secretarial/clerical staff, per diem and per hour employees.
22

23 B. Unless otherwise indicated, the term "teacher", when used herein
24
25 after in this agreement, shall refer to all professional employees represented
26
27 by the Association in the negotiating unit as above defined.
28

ARTICLE II

SUCCESSOR CLAUSE

33 The Board and the Association agree to begin collective negotiations in
34
35 accordance with Public Law 303 of 1968 and Public Law 123 of 1974 and the
36
37 rules and regulations as established by PERC.
38

39 The Recognition Clause shall remain as currently stated unless new posi-
40
41 tions, or a change in current positions, occur.
42

ARTICLE III

SALARIES

47 A. It is agreed by and between the parties hereto that the salary guides
48
49 attached hereto and made a part hereof as salary guides 1980-81 - 1981-82 are
50
51 adopted by the parties. It is further understood and agreed between the
52
53 parties that all of the increments referred to in salary guides 1980-81 -
54
55 1981-82 are earned upon successful completion of the preceding teaching year
56
57 and shall be granted upon favorable recommendation of the Superintendent of

1 Schools to the Board. It is further understood and agreed that all employees
2
3 who have increments withheld in accordance with law will be considered on
4
5 guide.

6
7 B. It is further understood and agreed between the parties that all
8
9 increments referred to in attachment salary guides 1980-81 and 1981-82 are
10
11 earned upon successful completion of the preceding teaching year and shall
12
13 be granted upon favorable recommendation of the Superintendent of Schools to
14
15 the Board of Education. The evaluation procedure as outlined in this contract
16
17 will serve as the basis for recommendations.

18
19 C. It is further understood and agreed that all graduate course work
20
21 undertaken for the purpose of moving into another salary level must have prior
22
23 written approval of the Superintendent of Schools.

24
25 D. It is further understood and agreed between the parties that all
26
27 teachers will be maintained on salary guide, except as otherwise provided herein.

28
29 E. It is further understood and agreed between the parties that teachers
30
31 will be placed on the proper salary level in accordance with the current years'
32
33 salary guides after showing evidence of satisfactory completion of graduate
34
35 course work completed no later than September 1st of the school year.

36
37 Staff members who complete courses or degrees which moves them across
38
39 the guide within the school year shall be remunerated upon proof that the course
40
41 work or degree is completed provided that notification of same is received prior
42
43 to budget submission date of the year of its occurrence. In the first year of
44
45 inception notification shall be given prior to the contract year.

46
47 F. Anyone who holds a doctoral degree shall receive the pay appropriate
48
49 for said step at Class VI, plus \$1,000.00 differential.

50
51 G. Twelve (12) month payment plan - The Board and the Association agree
52
53 to develop a mutually acceptable twelve (12) month pay plan in accordance with
54
55 N.J.S.A. Title 18A.

ARTICLE IV

FRINGE BENEFITS

1 HOSPITALIZATION
2

3 It is agreed that each member who shall enroll in the New Jersey Public
4 and School Employees Health Benefits (Blue Cross, Blue Shield, Rider J, and
5 Major Medical Coverage), for single, family, or husband and wife coverage
6 as determined by the employee, shall have the premium paid by the "BOARD".
7

8 DENTAL PLAN
9

10 The Board and the Association agree that there shall be a dental plan.
11 The amount of the plan shall not exceed \$13,000.00. The exact plan will be
12 specified in Appendix "D" as attached.
13

14 ARTICLE V
15

16 SICK-PERSONAL LEAVE
17

18 A full-time employee may be absent from school due to personal illness or
19 personal business in accordance with the following provisions:
20

21 A. Sick Leave
22

- 23 1. A ten month employee will be granted ten (10) days
24 cumulative sick leave.
25
- 26 2. The accumulation of sick leave allowance shall be
27 limited to consecutive and uninterrupted service.
28 A full-time staff member is rendering consecutive
29 service as long as they, or the Board of Education
30 does not officially terminate the contract. A leave
31 of absence, as granted by the Board of Education
32 does not constitute an interruption of service.
33
- 34 3. A record kept in the office of the Superintendent
35 shall determine the number of accumulated days.
36 Each teacher shall be given a written statement of
37 the number of accumulated sick leave days to which
38 they are entitled, which statement shall be submitted
39 no later than September 15th of each school year.
40
- 41 4. Employees who are absent because of personal illness
42 for a period of more than five (5) consecutive days,
43 shall, at this time, file with the Superintendent a
44 certificate from their physician attesting to the ill-
45 ness and necessity for the absence.
46
- 47 5. In case of absence of ten (10) consecutive school days
48 or more a written certification of fitness from the
49 attending physician will be required upon return to
50 service.
51

- 1 6. Full salary shall be paid for absence due to ill-
 2 ness until such accumulated leave is used up, after
 3 which, the full-time employees may receive the dif-
 4 ference between the contract salary and the sub-
 5 stitute's pay for the duration of the contract period.
 6 The staff member's per diem pay shall be calculated
 7 as follows:

8
 9 For all employees on ten months (10) contract, one
 10 two-hundredths of the annual salary.

- 11
 12 7. Whenever the Board of Education employs a teacher who
 13 has been employed for not less than three (3) consecu-
 14 tive years in this or another school district in New
 15 Jersey and which teacher has an unused accumulation
 16 of sick leave days from the immediate prior employment,
 17 the Board shall grant at the end of the first year of
 18 employment the full credit therefor. Prior to the
 19 granting of said sick days, the teacher shall submit
 20 to the Board a certificate from the prior employer
 21 stating such employee's unused accumulation of sick
 22 leave days as of the date of the termination of such
 23 prior employment. The number of such days when granted
 24 by the Board shall be irrevocable.

25
 26 B. Personal Leave

- 27
 28 1. Four days (4) with pay shall be granted in emergencies
 29 of a personal nature.
 30
 31 2. Unused personal days shall be accumulated as sick days.
 32
 33 3. It is agreed by and between the parties hereto that the
 34 reasons set forth hereinafter shall be sufficient for
 35 personal leave of absence with full pay unless other-
 36 wise noted.
 37
 38 4. It is agreed by and between the parties hereto that
 39 any employee seeking a personal leave shall complete
 40 the form of request for said leave, which request form
 41 shall be forwarded to the Superintendent. This request
 42 form shall be completed and filed prior to the taking
 43 of the "personal leave of absence" in all cases, unless
 44 for good cause same has been waived by the Superintendent
 45 of Schools. It is further understood and agreed between
 46 the parties that the granting of the personal leave of
 47 absence must be received from the Superintendent of
 48 Schools before the leave is taken regardless whether
 49 the written request form is submitted or waived in

1 accordance with the terms set forth. If the written
2 request form is waived for good cause shown to the
3 Superintendent of Schools, same is waived upon the
4 condition that the employee shall file a written
5 request upon his return following the termination
6 of the personal leave.

7
8 The Superintendent may request that a personal leave
9 be taken at another time, if possible. This would
10 only occur, if in his judgment, the absence of a
11 sufficient number of teachers would cause undue
12 hardship on students and teachers.

- 13
14 5. Up to 10 accumulated personal leave days shall be
15 available per school year for use by a staff member
16 for very ill members of the immediate household or
17 parents.

18
19 C. Bereavement Personal Leave

20
21 It is agreed by and between the parties hereto that the following
22 shall be the basis for a bereavement personal leave of absence:

- 23
24
25 1. An allowance of up to four (4) days shall be granted
26 to an employee because of death in their immediate
27 family. Immediate family shall be considered as
28 father, mother, spouse, sister, brother, child,
29 mother-in-law, father-in-law, sister-in-law, brother-
30 in-law and grandparents.
- 31
32 2. In the event of the death of a teacher or student
33 in the Totowa School District, the Superintendent
34 shall grant to an appropriate number of teachers
35 sufficient time to attend the funeral.

36
37 D. Special Purposes Leave

38
39 Up to one (1) day per school year shall be granted to an employee for
40 the observance of a special religious purpose which cannot be observed in
41 any other way or on another day. This day shall not be cumulative. It is
42 agreed that an employee seeking this day shall request same from the Super-
43 intendent on the written form in accordance with Article V-B-4. However, in
44 this case the reason shall be stated.

45
46
47
48
49
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51 ARTICLE VI

52
53 ASSOCIATION RIGHTS AND PRIVILEGES

- 54
55 A. The Board agrees, upon written request of the Association, to

1 release to it pertinent, non-privileged information as will assist the
2 Association to develop accurate and informed proposals concerning salary,
3 working conditions and all other terms and conditions of professional
4 employment for all representatives of the Association. It is to be noted
5 and expected that the Board will have reasonable time to respond to such
6 request, and that the Board, may at its option, fulfill such request either
7 by written response to the Association or making pertinent records available
8 to the Association in the Board office. Should the latter option be exercised,
9 the Association may not remove any Board records from the office but copies
10 prepared by the requesting Association may be made.
11
12
13
14
15
16
17
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21 The Board shall not prepare or conduct any analysis, surveys, research
22 or studies on behalf of the Association's proposal consideration.
23
24

25 B. Whenever any member of the Association is required by contract
26 language or mutual agreement to participate during work hours in negotiations,
27 grievance proceedings, conferences or meetings they shall suffer no loss in
28 pay.
29
30
31
32

33 C. The Association shall have the right to use school building for
34 meetings as outlined in the Board's general policy provisions. Application
35 forms, along with possible expenses, may be received from the central office
36 administration. It is understood that requests for use of school facilities
37 by the Association shall, in no way, intend to interfere with normal school
38 functions.
39
40
41
42
43
44

45 D. The Association shall have, in each school, use of a bulletin board
46 in each faculty lounge and further that the Association agrees that such
47 notices posted on the bulletin board shall be in professional taste.
48
49

1 E. The Association shall have the right to use school facilities and
2 equipment, including typewriters, mimeographing machines, other duplicating
3 equipment, calculating machines and all types of audio-visual equipment at
4 reasonable times, when such equipment is not otherwise in use. The Associ-
5 ation shall pay for the reasonable cost of all materials and supplies inci-
6 dent to such use, and for any repairs necessitated as a result thereof.
7
8
9
10
11

12 ARTICLE VII

13 TEACHING HOURS

14
15
16
17 A. Employees are expected to devote to their assignments the time
18 necessary to meet their responsibilities, but they shall not be required to
19 sign in and out by hours and minutes. Members of the professional staff
20 shall indicate their presence for work by placing a check mark in the
21 appropriate column of the faculty roster sheet.
22
23
24
25

26
27 B. Members of the professional staff shall report to their schools
28 each morning at least thirty (30) minutes before the opening of school.
29 They will leave ten (10) minutes after the close of the pupil's day. Em-
30 ployees may be required to remain for the purpose of providing special help
31 to pupils, assisting with extra-curricular activities, or attending staff
32 meetings, and performing other reasonable professional duties assigned by
33 the principal or other administrative and supervisory personnel.
34
35
36
37
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39

40
41 C. Classroom teachers shall provide the administration and substitute
42 with appropriate lesson plans as needed.
43
44

45 D. Members of the professional staff may leave the buildings without
46 requesting permission during their duty-free lunch period.
47
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ARTICLE VIII

NON-TEACHING DUTIES

A. Members of the professional staff shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advanced approval of his principal or immediate supervisor. Teachers shall be compensated at the rate of the Federal Government's allowance per mile for the use of their vehicle.

The Board shall provide information during the school year to all staff regarding liability insurance protection that it carries.

B. Teachers shall not be required to perform the following duties:

23 (1) Non-professional assignments, including, but not limited to, milk dis-
24 tribution and supervision of cafeterias, sidewalks, and playgrounds; (2)
25 Counting money from students with the exception of book club money when such
26 membership is desired by individual teachers.
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31

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ARTICLE IX

TEACHERS EMPLOYMENT

A. The Board agrees to employ professionally qualified people to the school system. Teachers newly employed, or with previous experience in this or other systems, will be placed on the salary guide according to their professional preparation, previous related experience, and military service as recommended by the Superintendent of Schools

B. All non-tenure employees shall receive contract offers no later than April 30th for the succeeding school year. They shall sign and return the contract by June 1st. Failure to return said contract by June 1st shall

45
46
47
48
49

1 constitute a waiver of said employee's rights to re-employment unless a longer
2
3 period is actually mutually agreed upon and shall relieve the Board of any
4
5 obligations to offer re-employment to said employee.
6

7 C. All tenure employees shall receive notification of their next year's
8
9 salary no later than April 30th.

10
11 ARTICLE X

12
13 TEACHER ASSIGNMENT

14
15 A. All members of the professional staff shall be given tentative
16
17 written notice as of June 1st of their class and/or subject assignment and
18
19 building assignment for the forthcoming year. Final notice shall not be
20
21 given later than June 30th.
22

- 23 1. Any change in class and/or subject assignment made
24 after June 30th shall only occur if the teacher
25 involved is given reasons for said change by the
26 Superintendent in a meeting for both parties within
27 two (2) days after said change is made.
28

29 B. Schedules of employees who are assigned to more than one school
30
31 shall be arranged so that no such professional staff member shall be required
32
33 to engage in an unreasonable amount of interschool travel. Such employee
34
35 shall be notified of any changes in their schedule as soon as practicable.
36

37 C. Members of the professional staff who may be required to use their
38
39 own automobile in the performance of their duties and employees assigned to
40
41 more than one (1) school per day, shall be compensated at the rate of the
42
43 Federal Government's allowance per mile for the use of their vehicle.
44

45 ARTICLE XI

46
47 NEW POSITIONS & PROMOTIONS

48
49 A. In the event that a new position is created, or a promotional position

1 shall occur, notification of such position shall be posted on faculty and
2
3 central office bulletin boards.
4

5 B. Promotional positions are defined as all positions on the adminis-
6
7 trator-supervisory levels, as well as those paying a salary differential.
8

9 C. Vacancies shall be adequately publicized by the Superintendent of
10
11 Schools in accordance with the following procedure.
12

- 13 1. Notice shall be posted in each school building
14 setting forth a general statement of duties and
15 a summary of qualifications.
16
- 17 2. Such notice shall be posted at least ten (10)
18 working days prior to the last day on which
19 applications will be accepted.
20
- 21 3. Employees who desire to apply for such vacancies
22 shall submit their applications in writing to
23 the Superintendent within the time limit speci-
24 fied in the notice.
25
- 26 4. If a vacancy was to occur during the summer
27 months, written notification would be mailed
28 (registered mail - return receipt requested)
29 to the Association President and Vice President
30 stating the vacancy, general statement of duties,
31 qualifications, and the time limit for receiving
32 applications. Said communications would be posted
33 in each school building.
34
- 35 5. Announcements of all appointments shall be made
36 as soon as possible to the professional staff by
37 posting same.
38

39 D. Nothing in this agreement shall be construed to limit the right of
40
41 the Board of Education to change, modify, or add to the qualifications and
42
43 duties associated with any position or to appoint or assign individuals to
44
45 new or promotional positions on either a temporary or permanent basis.
46
47
48

ARTICLE XIITEACHER'S ANNUAL EVALUATION

1 A. Each school year the performance of each teacher in the system shall
2
3 be evaluated by the Superintendent and/or Principal and/or Director of Pupil
4
5 Personnel.
6

7 B. The Superintendent shall present to the Board of Education an evalu-
8
9 ation of each non-tenure teacher. Written summary of the evaluation shall
10
11 be placed in the teacher's personal file and a copy given to the teacher.
12
13 Appropriate evaluation for tenure teachers shall also be carried out at the
14
15 discretion of the administration.
16

17 C. Teachers who have not attained tenure shall receive their evaluation
18
19 in conference with the Superintendent. The conference shall take place no
20
21 later than March 31 and in sufficient time to meet the provisions of Article X.
22

ARTICLE XIIITEACHER-ADMINISTRATION LIAISON

23
24
25
26
27 Representatives of the professional staff shall meet with the Superinten-
28
29 dent of Schools once a month, or as deemed necessary by either party during
30
31 the school year to review, discuss, and evaluate after school meetings as to
32
33 their educational needs, current school problems, practices, and the adminis-
34
35 tration of this agreement.
36

ARTICLE XIVLEAVES OF ABSENCE

37
38
39
40
41 A. Leave for military service shall be governed by law.
42

43 B. Maternity leave shall be governed by the following criteria and
44
45 agreement:
46

- 47 1. The Board shall not maintain or enforce any policy
48 or practice for removal of any tenured or non-tenured

1 teacher from her teaching duties that is based
2 solely on the fact of pregnancy or a specific
3 number of months of pregnancy but shall consider
4 and treat such teacher on an individual basis.
5

6 2. The Board may remove any pregnant teacher from
7 her teaching duties on any one of the following
8 basis:
9

10 a. Performance - Her teaching performance
11 has substantially declined from the time
12 immediately prior to her pregnancy.
13

14 b. Physical Incapacity - Her physical condi-
15 tion or capacity is such that her health
16 would be impaired if she was to continue
17 teaching, and which physical incapacity
18 shall be deemed to exist only if:
19

20 1. the pregnant teacher fails to produce
21 a certification from her physician
22 that she is medically able to continue
23 teaching, or
24

25 2. the Board of Education's physician and
26 the teacher's physician agree that she
27 cannot continue teaching or
28

29 3. following any difference of medical
30 opinion between the Board's physician
31 and the teacher's physician the Board
32 requests expert consultation in which
33 case the Passaic County Medical Society,
34 39 East 39th Street, Paterson, New Jersey,
35 07514, 201-279-1900, shall appoint an
36 impartial third physician who shall
37 examine the teacher and whose medical
38 opinion shall be conclusive and binding
39 on the issue of medical capacity to con-
40 tinue teaching. The expense of any exam-
41 ination by an impartial third physician
42 under this paragraph shall be shared
43 equally by the teacher and the Board.
44

45 c. Just Cause - Any other "just cause" as defined
46 in N.J.S.A. Title 18A.
47

48 3. The Board shall grant leaves of absence for medical
49 reasons associated with pregnancy and birth to

1 pregnant teachers on the same terms and conditions
2 governing leaves of absence for other illness or
3 medical disabilities, as set forth in N.J.S.A.
4 18A:30-1, et seq. and the rules, regulations,
5 policy statements and collective negotiations
6 agreements entered into by the Board except as
7 otherwise provided herein.
8

9
10 a. Any tenured or non-tenured teacher seeking
11 a leave of absence on the basis of medical
12 reasons associated with pregnancy or birth
13 shall apply to the Board for said leave at
14 least 30 working days prior to start of said
15 leave. At the time of application, which
16 shall be made upon reasonable notice to the
17 Board, the teacher shall specify in writing
18 the date on which she wishes to commence
19 leave and the date on which she wishes to
20 return to work after birth. The Board may
21 require any teacher to produce a certificate
22 from a physician in support of the requested
23 leave dates provided that if the Board's
24 physician is in disagreement the conflict of
25 medical opinion shall be resolved as set out
26 in paragraph 2 (a) (3) of this agreement.
27 Where medical opinion is supportive of the
28 leave dates requested such requested leave
29 shall be granted by the Board, except that
30 the Board may change the requested dates upon
31 a finding that the grant of a leave for those
32 dates would substantially interfere with the
33 administration of the school and provided
34 that such date change by the Board is not
35 medically contra-indicated. Following the
36 grant of such leave to any teacher, the com-
37 mencement or termination dates thereof may be
38 further extended or reduced for medical reasons
39 upon application by the teacher to the Board.
40 Such extension or reduction shall be granted
41 by the Board for an additional reasonable period
42 of time except that the Board may alter the
43 requested dates upon a finding that such exten-
44 sion or reduction would substantially interfere
45 with the administration of the school and pro-
46 vided that such date change by the Board is not
47 medically contra-indicated. The Board may require
48 any teacher to produce a certificate from the
49 physician in support of the extension or reduc-
tion of requested leave dates provided that if

1 the Board's physician is in disagreement,
2 the conflict of medical opinion shall be
3 resolved as set out in paragraph 2 (b) (3)
4 of this order.

- 5
6 b. It is agreed that maternity leave shall be
7 granted for a period of up to the end of
8 the school year in which the leave com-
9 menced.
- 10
11 c. It is further agreed that any teacher who
12 has applied for an received maternity leave
13 may by giving 90 days notice reapply for
14 permission to return to employment during
15 any academic school year for which such leave
16 was granted and such leave may thereupon be
17 terminated by the board. The board reserves
18 the right to determine the requested date of
19 return if the stated date of return interferes
20 with the administration and the orderly sequence
21 of the school's function.
- 22
23 d. It is further agreed that "extended leaves of
24 absence" for maternity reasons shall be granted
25 by the board without pay. Extended leaves of
26 absence for maternity reasons shall be limited
27 to one (1) school year, consideration for another
28 leave shall not occur during the next four (4)
29 school years thereafter.
- 30
31 1. Requests for extended leaves of absence
32 for maternity reasons shall be made in
33 writing to the board of education prior
34 to March 1.
- 35
36 2. Anyone requesting a maternity leave after
37 March 1st must indicate at that time their
38 intent to request the extended maternity
39 leave of absence for the next school year.
- 40
41 e. Nothing in this section shall deprive a teacher
42 from exercising her rights to maternity leave
43 more than once.

44
45 C. Any employee adopting an infant child may receive similar leave
46 which shall commence upon receiving de facto custody of the infant, or
47 earlier if necessary to fulfill the requirements for the adoption.
48
49

1 D. Return to the school system upon the completion of any leave
2
3 discussed in this section does not necessarily mean return to the same
4
5 position, including extra-curricular assignments. Tenure employees shall
6
7 be reinstated within their scope of certification.
8

9 ARTICLE XV

10 MAINTENANCE OF CLASSROOM CONTROL & DISCIPLINE

11 It shall be the duty of the building principal and staff, at the
12
13 beginning of the school year, to confer and establish meaningful guide-
14
15 lines of student discipline as well as implementation.
16
17

18 ARTICLE XVI

19 GRIEVANCE PROCEDURE

20 The term "grievance" means a complaint by an employee that, as to
21
22 them, there has been an inequitable, improper or unjust application or
23
24 violation of this agreement or administrative decision affecting said
25
26 employee.
27
28

29 The term "grievance" applies to a violation of a policy which affects
30
31 terms and conditions of employment.
32
33

34 The term "grievance" and the procedure relative thereto shall not
35
36 be deemed applicable in the following instances:
37

- 38 a. The failure or refusal of the Board to renew a contract
39
40 of a non-tenure employee.
41

42 The term "employee" shall mean any regularly employed individual
43
44 receiving compensation from the Board but shall not include the Superin-
45
46 tendent.
47
48

1 5. An employee shall first discuss their grievance orally with their
2
3 immediate superior. A decision shall be rendered within five (5) days of
4
5 said hearing.
6

7 6. If the grievance is not resolved to the employee's satisfaction
8
9 within five (5) days from the determination referred to in Paragraph 5
10
11 above, the employee shall submit their grievance to the Superintendent of
12
13 Schools in writing, specifying:

- 14 a. The nature of the grievance;
15
16 b. The results of the previous discussion;
17
18 c. The reason for their dissatisfaction with the
19
20 determination.
21

22 7. A copy of the writing called for in Paragraph 6 above, shall be
23
24 furnished to the immediate superior of the aggrieved employee.
25

26 8. Within ten (10) days from the receipt of the written grievance
27
28 (unless a different period is mutually agreed upon) the Superintendent
29
30 shall hold a hearing at which all parties in interest shall have the right
31
32 to be heard.
33

34 9. Within ten (10) days of said hearing (unless a different period
35
36 is mutually agreed upon), the Superintendent shall, in writing, advise
37
38 the employee and their representative, if there be one, of their deter-
39
40 mination and shall forward a copy of said determination to the school
41
42 principal and to the immediate superior of the aggrieved employee.
43

44 10. In the event of the failure of the Superintendent to act in accor-
45
46 dance with the provisions of Paragraphs 8 and 9, or in the event a determin-
47
48 ation by them in accordance with the provisions thereof, is deemed unsatis-
49
50 factory by either party - the dissatisfied party, within ten (10) days of

1 the failure of the Superintendent to act or within ten (10) days of the
2
3 determination by them, may appeal to the Board of Education.
4

5 11. Where an appeal is taken to the Board, there shall be submitted
6
7 by the applicant:
8

- 9 a. The writing set forth in Paragraphs 6 and 9, and a
10 further statement in writing setting forth the appli-
11 cant's dissatisfaction with the Superintendent's
12 action. A copy of said statement shall be furnished
13 to the Superintendent and to the adverse party, as
14 well as to the P.R. & R. Committee.
15
- 16 b. The Totowa Education Association, or its appropriate
17 Professional Rights and Responsibility Committee,
18 shall advise the Board, in writing, whether it will
19 process the appeal on behalf of the appellant, and
20 if it chooses not to process the appeal in their own
21 right.
22

23 12. If the appellant, in their appeal to the Board, does not request
24
25 a hearing, the Board may consider the appeal on the written record submitted
26
27 to it, or the Board, may, on its own, conduct a hearing; or it may request
28
29 the submission of additional written material. Where additional written
30
31 material is requested by the Board, copies thereof, shall be served upon
32
33 the adverse parties who shall have the right to reply thereto. Where the
34
35 appellant requests, in writing, a hearing before the Board, a hearing shall
36
37 be held.
38

39 13. The Board shall make a determination within thirty (30) calendar
40
41 days from the receipt of the grievance and shall, in writing, notify the
42
43 employee, their representative if there be one, the immediate superior and
44
45 the Superintendent of its determination. This time period may be extended
46
47 or reduced by mutual agreement of the parties.
48

1 14. In the event a grievance should be filed by any employee who
2
3 is not subject to the jurisdiction of any principal or supervisor who
4
5 may be answerable to more than one principal or supervisor, shall discuss
6
7 their grievance initially with the Superintendent and if dissatisfied,
8
9 with the determination, may appeal to the Board in accordance with the
10
11 provision herein set forth.

12
13 15. The Board agrees to submit to the Totowa Education Association
14
15 or its P.R. & R. Committee, copies of all decisions, communications or
16
17 correspondence sent by the Board to any person or organization in connec-
18
19 tion with any grievance filed hereunder by a person who is a member of the
20
21 Teachers' Unit of which the Totowa Education Association is the majority
22
23 representative.

24
25 16. All employees shall be entitled to resort to the full procedure
26
27 hereinabove set forth.

28 29 ARTICLE XVII

30 31 SABBATICAL LEAVE

32
33 A. Any professional staff member who shall have completed seven or
34
35 more years of continuous full-time service in any professional capacity
36
37 in the Totowa Borough Public Schools may, upon recommendation of the
38
39 Superintendent of Schools, be granted sabbatical leave by the Board of
40
41 Education as a matriculated student beyond the master program.

42
43 B. Application for such leave shall be made before October 1st
44
45 prior to the year for which the leave is requested. Such application
46
47 shall be made upon a form furnished by the Board of Education. There is
48
49 provision on the form for the professional employee to indicate the program

1 planned for the sabbatical leave. Approval by the Board of Education will
2
3 be indicated pending review of the program.
4

5 C. Applicants shall agree to abide by all conditions determined upon
6
7 by the Board of Education to govern such leaves of absence.
8

9 D. As a condition to such leave, the professional staff member shall
10
11 enter into a contract to continue in the service of the Totowa Borough
12
13 Public Schools for a period of at least three (3) years after the expira-
14
15 tion of the leave of absence. Failure to so continue in service, the
16
17 professional staff member shall repay to the Board of Education the full
18
19 salary received while on leave.
20

21 E. The Board of Education shall have the right to fix the duration
22
23 of the leave and the compensation to be paid during such leave by rule or
24
25 by individual consideration, but not in excess of one-half salary for a
26
27 full year's absence. From such salary shall be deducted monthly, the
28
29 regular deduction for the Teachers' Pension and Annuity Fund and other
30
31 ~~deductions~~ authorized by the professional staff member. Salary payment
32
33 shall be made in accordance with the schedule for payment of salaries in
34
35 the school system.
36

37 F. Not more than two professional staff members shall be granted
38
39 sabbatical leave for the same year.
40

41 G. If more than two professional staff members of the system shall
42
43 apply for leave, selection shall be made on the basis of benefits to the
44
45 school system. At all times the needs of the school system, as a whole,
46
47 shall be paramount.
48

1 H. Professional staff members on such leave may not associate for
2 compensation with any person, persons, or organization during the school
3 year, except as the Board of Education may approve such association as
4 beneficial to this school system and only then upon the conditions
5 prescribed by them.
6
7
8
9

10
11 I. Professional staff members on such leave shall make such regular
12 written reports as the Superintendent may require.
13
14

15 J. Upon return from sabbatical leave, a teacher shall be placed on
16 the salary schedule at the level which they would have achieved had they
17 remained actively employed in the school system during the period of their
18 absence, taking into account any credits gained during the sabbatical year
19 which would entitle them to a higher position on the schedule.
20
21
22
23

24
25 K. Such leave of absence shall be without prejudice to the professional
26 staff member's tenure rights.
27
28

29 ARTICLE XVIII

30 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

31 The Board of Education will reimburse a professional staff member for
32 tuition fees and/or registration fees expended by any staff member for
33 graduate study in the field of elementary education as that study applies
34 to the educational programs of the Totowa Public Schools. The reimburse-
35 ment will apply according to the following conditions:
36
37
38
39
40
41
42

43 A. Reimbursement shall be for actual tuition cost per credit but shall
44 not exceed a maximum of the state college rate per credit, and shall be for
45 actual registration fees levied by an accredited college or university for
46 the semester.
47
48
49

1 B. Reimbursement shall be limited to six credits each for the fall
2
3 and spring semesters, six credits for a summer session, with a maximum of
4
5 twelve credits in one school year. This may be exceeded by one credit
6
7 under extenuating circumstances.

8
9 C. Courses to be acceptable for reimbursement shall be in the field
10
11 of elementary education but not for certification in the field of initial
12
13 employment.

14
15 D. In the event that a person does not matriculate for an advanced
16
17 degree, the only courses for which the Board will offer reimbursement will
18
19 be those within that person's teaching field or area of service.

20
21 E. A person in his first year of service will not be eligible for
22
23 this program. Such a person who is granted a contract for the second year
24
25 of service may enter the tuition reimbursement program during the fall term
26
27 following the first year of service.

28
29 F. A person engaged to start work after February 1 of a school year
30
31 will not be eligible for the reimbursement program during that year nor
32
33 during the succeeding school year.

34
35 G. To be eligible for reimbursement a person must be currently serving
36
37 as a full-time member of the staff of the Totowa Public Schools.

38
39 H. Courses and advanced study programs to be included must be approved
40
41 in advance by the Superintendent of Schools.

42
43 I. Payment will be made following presentation to the Superintendent
44
45 of (1) evidence of passing the course with a C or equivalent and (2) evidence
46
47 of the payment made by the staff member.
48

1 J. The Board reserves the right to deny reimbursement when the
2 conditions of this article have not been satisfied.
3

4
5 K. The specific limit of \$6,000.00 shall be placed in the annual
6 budgetary appropriation for the reimbursement program with the understanding
7 that the exhausting of the appropriation shall terminate payments for the
8 year.
9
10
11

12
13 ARTICLE XIX

14 CONTRACT PRINTING

15
16
17 Copies of this agreement shall be printed at the expense of the Board
18 after agreement with the Association on format within thirty (30) days
19 after the agreement is signed. The agreement shall be presented to all
20 teachers now employed, hereinafter employed or considered for employment
21 by the Board.
22
23
24
25

26
27 ARTICLE XX

28 NOTICE

29
30
31 When any notice is required to be given by either of the parties of
32 this agreement to the other, pursuant to the provision (a) of this agreement,
33 either party shall do so by telegram or registered letter at the following
34 addresses:
35
36
37

- 38
39 1. If by Association to Board, at 93 Lincoln Avenue,
40 Totowa, New Jersey, 07512.
41
42 2. If by Board to Association to 60 Sutton Avenue,
43 Totowa, New Jersey, 07512.
44
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ARTICLE XXI

SEVERABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII

DURATION

This agreement shall take effect as of July 1, 1980 and continue in effect until June 30, 1982.

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH OF TOTOWA

Ralph E. Schmitt
Secretary

Richard H. Buehler
President

ATTEST:

TOTOWA EDUCATION ASSOCIATION

Jess Van Splinter
Secretary

Ellen M. Brockman
Co-President

Georgia Metzler
Co-President

WYOMING PUBLIC SCHOOLS
WYOMING, NEW JERSEY

1980-81 TEACHER SALARY GUIDE

Years	Class I B.A.	Class II B.A.+10	Class III M.A.	Class IV M.A.+15	Class V M.A.+30	Class VI M.A.+60
1	11402	11938	12366	12794	13114	13436
2	11788	12323	12794	13222	13542	13864
3	12173	12708	13222	13650	13970	14292
4	12558	13093	13650	14078	14398	14720
5	12943	13478	14078	14506	14826	15148
6	13328	13864	14773	15201	15522	15843
7	13710	14506	15468	15896	16218	16538
8	14612	15148	16164	16592	16913	17234
9	15254	15790	16860	17288	17608	17930
10	15896	16432	17555	17983	18304	18625
11	16538	17074	18250	18678	19000	19320
12	17180	17716	18946	19374	19695	20016
13	17824	18358	19642	20070	20390	20712
14	18464	19000	20337	20765	21086	21407
15	19106	19642	21032	21460	21782	22102
Max.	20450	21024	22511	22969	23314	23656

TOTOWA PUBLIC SCHOOLS
TOTOWA, NEW JERSEY

1981-82 TEACHER SALARY GUIDE

Years	Class I B.A.	Class II B.A.+30	Class III M.A.	Class IV M.A.+15	Class V M.A.+30	Class VI M.A.+60
1	12200	12774	13232	13690	14032	14377
2	12613	13186	13690	14148	14490	14834
3	13025	13598	14148	14605	14948	15292
4	13437	14010	14605	15063	15406	15750
5	13849	14421	15063	15521	15864	16208
6	14261	14834	15807	16265	16609	16952
7	14948	15521	16551	17009	17353	17696
8	15635	16208	17295	17753	18097	18440
9	16322	16895	18040	18498	18841	19185
10	17009	17582	18784	19242	19585	19929
11	17696	18269	19527	19985	20330	20672
12	18383	18956	20272	20730	21074	21417
13	19072	19643	21017	21475	21817	22162
14	19756	20330	21761	22219	22562	22905
15	20443	21017	22504	22962	23307	23649
Max.	22621	23256	24901	25407	25789	26167