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THIS BOOK DOES
NOT CIRCULATE

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Bergen

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PREAMBLE

This Agreement entered into this 12th day of September, 1975, 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 called 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 303, Public Laws 1968, for all personnel employed by the Board, whether under contract, or on approved leave, including tenured employees, probationary employees, and interim employees, but not including those on a per diem basis as follows:

Classroom Teachers
School Nurse
Guidance Counselor
Cafeteria Workers
Librarian

Custodial Staff
Secretarial Staff
Special Teachers (Speech
Therapy, Remedial Reading,
Learning Disability/Teacher
Consultant Specialist)

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

B. Definition

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 teachers shall include female teachers.

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 303, Public Laws 1968 in good-faith effort to

*includes secretaries
Custodial*

1975-76

reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

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 the 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 Superintendent-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 to do so, the grievance shall be considered waived.

Level 2. If the Superintendent-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-Principal. His 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-Principal, 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-Principal'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.

Level 5. Should the aggrieved person be dissatisfied with the decision of the Board at Level 4, he shall within ten (10) working days of 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 6. If the aggrieved person is not satisfied with the disposition of his grievance at Level 5, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Board, he may, within five (5) working days after a decision by the Board or fifteen (15) working days after the grievance was delivered to the Board, 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 issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be 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) days of its receipt of the arbitrators written decision submit its decision concerning the advisory award to the aggrieved person and the Association.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association or the aggrieved person. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. 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 mutual agreement.

3. Group Grievance. If, in the judgment 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 reasons 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 guaranteed by the U.S. Constitution, Federal laws and regulations, New Jersey State Constitution, New Jersey laws and statutes, the rules and regulations of the State Board of Education.

B. The Superintendent-Principal as agent for the Board is empowered to direct, discipline and guide the staff as part of his 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 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 Superintendent-Principal without consulting with the teacher. If it has not been resolved to the satisfaction of the teacher, he 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

Released Time for Meetings. Whenever any representative of the Association is mutually scheduled by the Board and Association to participate during working hours in negotiations, grievance proceedings, conferences and meetings, he shall suffer no loss in pay.

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. New 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-Principal 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 Superintendent-Principal or his designee.

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

C. Teachers are to arrive at school fifteen (15) minutes before the admission of the pupils and may leave one-half (1/2) hour after the dismissal of pupils. This time is to be used for tutorial assistance for individual students, lesson planning, parent conferences, etc.

Teachers will be permitted to leave the school one-quarter (1/4) hour 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.

D. 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. Departmental teachers shall, where possible, have a minimum of five (5) duty-free preparation periods per week.

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 size recommendations of the State Department of Education and shall take them into consideration in planning.

ARTICLE X.
NON-TEACHING DUTIES

A. Teacher Aides. Teachers shall, except as otherwise hereinafter provided, have a duty-free lunch period equal to the students but under no circumstances shall the period for the teachers' lunch be reduced from the lunch schedule as of March 1, 1975 (forty-five (45) minutes). The Teacher shall be relieved of direct supervision of the lunchroom and playground during the lunch period. The Board shall engage teacher 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 teacher aides in the event any question, matter, or problem arises during the lunch period. The assignment and scheduling of the teachers for this duty shall be determined by the Superintendent-Principal. In the event that such teacher aides are unavailable or absent, the teachers shall perform such duties as assigned and directed by the Superintendent-Principal as part of their regular school duties. The Board will use due diligence to obtain the services of said teacher aides.

B. Transporting Students. Teachers shall not be required to drive students.

ARTICLE XI.
TEACHER EMPLOYMENT

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 weeks prior to April 1st. If agreement is reached any time after April 1st, the Board shall issue contracts within ten (10) days of such agreement.

2. On or before April 30th of the current year, the Board shall give to each non-tenured teacher, employed since the preceding September, either:

- (1) A written offer of a contract;
- (2) A written notice that such employment will not be offered.

3. Should the Board fail to give either an offer of 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

A. The salaries of the classroom teachers, the Guidance Counselor, Librarian, Special Teachers (Speech Therapy, Remedial Reading, and Learning Disabilities Specialist) are set forth in Schedule "A", which is attached hereto and made a part hereof.

B. The salaries for the 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 as set forth in Schedule "C", which is attached hereto and made a part hereof.

D. The salaries of the Cafeteria Personnel shall be set forth in Schedule "D", which is attached hereto and made a part hereof.

E. The stipend for Extra-Curricular Activities shall be as set forth in Schedule "E", which is attached hereto and made a part hereof.

F. The salary of the School Nurse is set forth in Schedule "A" which is attached hereto and made a part hereof.

G. In-Service courses for credit on the Salary Guide shall be submitted to the Superintendent-Principal for approval. After the Superintendent-Principal 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 restriction on the number of credits approved by the Board of Education.

H. 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-Principal 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 recommendations 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-Principal, 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 procedure 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 for 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-Principal may, during the year the increment is withheld, recommend reinstatement of the increment, if he is satisfied that sufficient improvement is made, and upon Board approval, said increment shall be restored pro-rata from the date of such recommendation.

ARTICLE XIII.
METHOD OF PAYMENT

- A. All those employed on a 10-month basis shall be paid in twenty (20) semi-monthly installments.
- B. All those employed on a 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 an interest-bearing account in one central place for banking.
- D. Exceptions. When a pay day 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.

ARTICLE XIV.
TEACHER ASSIGNMENT

- A. Assignment Criteria. 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.
- B. Notification. All teachers shall be given 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 and discussion with the teacher will be held, if necessary.

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-Principal.

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-Principal 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-Principal. 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 of said position, and the decision of the Board in this matter shall not be a subject or a cause for invoking the grievance procedure.

A. Date of Posting. A notice shall be posted as far in advance as practicable and within thirty (30) 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-Principal within the time limit specified in the notice, and the Superintendent-Principal shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent-Principal'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 evaluations during the first three months and a minimum of two evaluations during the balance of the school year.
2. Other non-tenured teachers - a minimum of three evaluations during the school year.
3. Tenured teachers - a minimum of one 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 carbon 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 Records.

1. File. A teacher shall have the right to review the contents of his personnel file within a reasonable amount of time after making request.

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 indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent-Principal or his designee and attached to the file copy.

D. Evaluation by Certified Supervisors.

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to Supervise instruction.

ARTICLE XVIII.
LEAVES OF ABSENCE

A. Sick Leave (Accumulative). As of September 1, 1975, 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. Unused sick leave days shall be accumulated from year to year with no maximum limit.

(a) 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 designee, because that employee has a communicable disease, shall not be charged for the initial day of that illness.

B. Sick Leave (non-accumulative). Non-accumulative additional sick leave benefits shall be allowed to teachers according to the following schedule:

(a) Absence in excess of authorized days in the event that 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 shall be paid for all such days a sum 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.

C. Personal. Each full-time employee shall be allowed two (2) personal days with pay non-accumulative, for good cause, during the school year in addition to the number of absences with pay permitted by law by reason of illness. The reason for such requested absence shall be first submitted to the Superintendent-Principal, who shall determine whether such reason constitutes a good cause. A part-time teacher shall not be allowed personal days.

D. Religious. In addition to existing Board Policies, when the two days of Rosh Hashanah and the one day of Yom Kippur fall on school days, the school will be closed.

E. Legal. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

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

Employees shall be granted up to one additional day beyond Board policy provisions in the event of the death of employee's friend or relative outside of the employee's immediate family as defined in the Board Policy.

G. Temporary Military-Two Week. Military leave shall be granted and compensation paid in accordance with applicable law.

H. 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 time of discharged. A similar leave may be granted to the teacher whose spouse is so inducted, to join him for the period of special training in preparation for duty overseas in combat zones.

I. Maternity.

1. Natural Birth. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:

(a) Maternity leave shall commence on the date requested by the teacher.

(b) Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

(c) No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.

(d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

2. Adoption. Any teacher adopting a child up to twelve years of age shall receive similar leave, upon request, which shall commence upon receiving custody of said child, or earlier, if necessary to fulfill the requirements for the adoption.

3. No teacher on maternity leave shall, on the basis of said leave, be

denied the opportunity to substitute in the Rochelle Park School District in the area of her certification or competence provided said teacher is not receiving compensation from teacher's accumulated sick leave.

J. Good Cause. Other leaves of absence without pay may be granted by the Board 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 Association agrees that there shall be no duplication of coverage under the family plan (viz., if an employee's spouse is already covered by the State Plan or the equivalent thereof, the Board shall not be required to duplicate such coverage).

D. The Board Secretary shall provide all the necessary forms for the 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.

E. Effective September 1, 1975, the Board agrees to pay yearly premium of the individual premium of the New Jersey Dental Service Plan, Inc.

ARTICLE XX.
PROFESSIONAL DEVELOPMENT

The Rochelle Park Board of Education, in order to implement its philosophy of encouraging educational improvement, will contribute to the cost of tuition for course credits taken at an accredited institution, subject to the following:

A. Approval Criteria. Effective September 1, 1975, the Board shall defray tuition costs for all courses which are part of an approved course of study for an advanced degree (i.e., M.A. or doctorate) and all courses which are in the individual's major or minor field of study or are directly related to the subject (s) taught by said individual subject to approval of the Superintendent-Principal and the Board of Education, and further subject to reimbursement procedure outlined below, and limited to 50% of tuition costs of a maximum of nine (9) credits per calendar year.

B. Reimbursement Procedure.

1. Upon completion of a course(s) a transcript must be submitted to the office of the Superintendent-Principal indicating satisfactory completion of the course. Failure to achieve a grade of B or equivalent, shall negate the Board's responsibility to reimburse the individual.

C. Upon submitting vouchers, teachers shall be reimbursed all authorized expenses for all conferences and conventions (excluding NJEA Convention(authorized by the Superintendent-Principal 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. This Agreement is subject to the laws of the State of New Jersey and the decisions, rules and regulations of the State Board of Education and the decisions of the State Education Commissioner.

B. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.

C. 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 this 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 this 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. Existing Board Policy Sections 5, 7, 8, 9 & 10 shall remain in force and effect for the term of the Agreement and no change in said Board Policy Sections shall be made without mutual consent of the parties during the term of the Agreement.

E. 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 registered letter at the following addresses:

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

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, custodian shall be paid regular time plus time and one-half (1-1/2) and the time worked shall not be included in the forty hours for purposes of overtime.

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

<u>Length of Service</u>	<u>Vacation Time</u>
Less than one (1) year	One working day for each month of service
One (1) year as of July 1st	Two calendar weeks
Five (5) years as of July 1st	Three (3) calendar weeks
Fifteen (15) years as of July 1st	Four (4) calendar weeks

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

New Year's Day; Good Friday; Memorial Day; July 4th; Labor Day; General Election Day; Thanksgiving Day and 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.

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.

2. When school is not in session: 9:00 A.M. to 2:30 P.M.

B. Vacations

Secretaries shall be entitled to the following vacation time:

- One (1) week off during the Christmas recess.
- Two (2) additional weeks off during the summer recess.

C. Holidays

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

- New Year's Day; Good Friday; Memorial Day; July 4th; Labor Day;
- General Election Day; Thanksgiving Day and following Friday;
- Christmas Day.

D. Attendance at NJEA Convention

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.
DURATION OF CONTRACT

A. This Agreement shall be effective as of July 1, 1975 and shall continue in effect until July 30, 1976.

B. 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 EDUCATIONAL ASSOCIATION

By Joseph Krass
(President)

By Cynthia Blumenthal
(Secretary)

ROCHELLE PARK BOARD OF EDUCATION

By Patrick Carroll
(President)

By Henry Kales
(Secretary)

Salary Guide 1975-76

SCHEDULE "A"

STEPS	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 30
1	9,800	10,000	10,400	10,800	11,600
2	10,100	10,300	10,700	11,100	11,900
3	10,400	10,600	11,000	11,400	12,200
4	10,750	10,850	11,300	11,700	12,500
5	11,000	11,200	11,700	12,100	12,900
6	11,450	11,600	12,100	12,500	13,300
7	11,800	11,900	12,500	12,900	13,800
8	12,300	12,400	12,900	13,300	14,300
9	12,700	12,800	13,300	13,700	15,000
10	13,100	13,200	13,900	14,200	15,700
11	13,500	14,000	14,200	14,700	16,300
12	14,200	14,500	14,700	15,200	17,100
13	15,200	15,600	15,800	16,400	18,100
14	16,250	16,557	16,950	17,750	19,050

SCHEDULE "B"

<u>Secretary</u>	<u>Administrative Secretary</u>
1 - 6,210	1 - 7,175
2 - 6,410	2 - 7,375
3 - 6,610	3 - 7,575
4 - 6,810	4 - 7,775
5 - 7,010	5 - 7,975
6 - 7,210	6 - 8,175
7 - 7,410	7 - 8,375
8 - 7,610	8 - 8,575
9 - 7,810	9 - 8,775
10 - 8,010	10 - 8,975

SCHEDULE "C"

<u>Head Custodian</u>	<u>Custodian</u>
1 - 9,865	1 - 7,585
2 - 10,065	2 - 7,855
3 - 10,265	3 - 8,125
4 - 10,465	4 - 8,395
5 - 10,665	5 - 8,665
6 - 10,865	6 - 8,935
7 - 11,065	7 - 9,205
8 - 11,265	8 - 9,475
9 - 11,465	9 - 9,745
10 - 11,665	10 - 10,015

SCHEDULE "D"

CAFETERIA

Manager -	8,453
1st Asst.-	5,778
2nd Asst.-	4,601

SCHEDULE E

EXTRA CURRICULAR ACTIVITIES STIPEND GUIDE 1975-76

Chorus Director	\$ 325
Basketball Coach	375
Asst. Basketball Coach	275
Baseball Coach	375
Assist. Baseball Coach	275
Basketball Referees	175
Baseball Umpires	175
Interscholastic Cheerleading	275
Soccer Coach	375
Asst. Soccer Coach	275

Participation in the intramural program by the faculty shall be voluntary and compensated at a rate of \$8.00 per hour.

SCHEDULE F

The salary of the School Nurse is set forth in Schedule "A", which is attached hereto and made a part hereof.