

2005-2008

Agreement

between

**Rockaway Township
Board of Education**

and

**Rockaway Township
Education Association**

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PREAMBLE

Pursuant to the provisions of Chapter 123, Public Laws of 1974, and New Jersey Statute 34:13A-1 et seq., this Agreement is entered into effective the 1st day of July 2005 by and between the Board of Education of Rockaway Township, New Jersey, hereinafter called the "Board" and the Rockaway Township Education Association, hereinafter called the "Association."

**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all regularly employed full and part time custodial and maintenance personnel and the Building/Grounds clerk typist under contract with the Board, including head Custodians/Maintenance, (hereinafter collectively called "Custodians/ Maintenance"); clerical staff assistant, instructional staff assistant, lunch/recess staff assistant, special education staff assistant, general staff assistant, bus monitor, and coaches, (hereinafter collectively called "Staff Assistant"); and for certified personnel (hereinafter called "teachers") under contract with the Board, including:

classroom teachers; guidance personnel; helping teachers; subject coordinators; social workers; nurses; learning disability teachers; special subject teachers (art, music, physical education, home economics, industrial arts, typing); school psychologists; occupational therapists; physical therapists; unassigned teachers; teachers hired under State and Federal grants.

But the merged Custodians/Maintenance and teachers (who are collectively hereinafter referred to as "employees" shall exclude:

supervisory, managerial, confidential, administrative and executive personnel, office clerical, food service and transportation personnel; substitute teachers; part time occupational therapists; part time physical therapists; and home instructors.

- B. The Board agrees not to negotiate concerning said employees in the negotiation unit defined in Paragraph A above with any organization other than the Association for the duration of this contract.

**ARTICLE II
NON-DISCRIMINATION**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall greatly exemplify that there is no discrimination in the hiring, training, assignment, promotion or discipline of its employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, disability or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be determined valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE III
NEGOTIATION PROCEDURE**

- A. Pursuant to chapter 123, Public laws of 1974 and New Jersey Statutes 34:13A-1 et seq., the Board agrees to enter into collective negotiations with the Association in a good faith effort to reach agreement on terms and conditions of employment.
- B. The Association and the Board will exchange written proposals no later than January 1st of the calendar year preceding the year in which the Agreement is to go into effect. It is further agreed between the parties that they will commence negotiations no later than January 15th, for the first joint meeting of the parties, at which meeting, negotiations shall commence.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board, at its discretion, may make available to the Association pertinent non-confidential records, data and information of the Rockaway Township School District.
- D. Any agreements negotiated shall incorporate the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of any agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the agreement and whether or not within the knowledge or contemplation of either or both parties at the time the agreement was negotiated and signed.
- E. In the event either party chooses to be represented at negotiation sessions by professional consultants, appropriate advance notice in writing shall be provided to the other party.
- F. Any agreement negotiated shall be reduced to writing and signed by duly authorized representatives of the parties, indicating ratification by the parties. The Board shall furnish copies of the ratified agreement for distribution to all employees covered by the contract within a reasonable period following ratification by the parties to the contract. The Board will make every effort to supply the copy of the ratified agreement at as early a date as possible.
- G. Whenever negotiations concerning the terms and conditions of employment shall reach an impasse, the parties reserve the right to request that the Public Employment Relations Commission take such steps as it may deem expedient to effect a voluntary resolution of the impasse.

**ARTICLE IV
GRIEVANCE PROCEDURE**

- A. Definitions
 - 1. The term "grievance" means a complaint by any employee or the Association, that as to that employee, there has been a personal loss or injury because of an administrative decision

affecting said employee, or an unjust application, interpretation or violation of a policy or agreement. The term "grievance" and the procedure relative thereto shall not apply to a complaint of a non-tenured teacher which arises by reason of such teacher not being reemployed.

2. The term "employee" shall mean any regularly employed individual who is a member of the bargaining unit.
3. The term "representative" shall include any organization, agency, or person authorized or designated by any employee or group of employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them. However, it is understood that a minority employee representative may not initiate nor process a grievance.
4. The term "immediate" superior shall mean the principal or other supervisor to whom the aggrieved employee is directly responsible.
5. The term "party" shall mean an aggrieved employee, the employee's immediate superior, the school principal, or any staff members below the Superintendent who may be affected by the determinations in connection with the procedure herein established.
6. The term "administrative decision" within the meaning of this Contract and grievance procedure, is defined as being that which does not involve the interpretation, application or violation of the terms or provisions of this Contract.

B. Policy

1. All interested parties shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level, without interfering with the normal school operations. Proceedings shall be kept as informal and confidential as possible.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination and reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
4. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process it through all prescribed levels with or without intervention by the Association, as the employee may elect. The Association shall, however, be given the opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation. Written notification of all meetings conducted on all levels, except the informal level of the grievance procedure, shall be forwarded to the grievant with a copy to the Association Grievance chairman.

5. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
6. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties at each level.
7. It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined. If time is lost by an employee in processing a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent) the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time as defined in Article VI.
8. Administrative decisions as defined in:
 - a. Definitions, No. 6 above, shall be grievable up to and including the Board of Education only.
9. The binding arbitration provisions of this Contract shall pertain only to the interpretation, application, or violation of the terms or provisions of this Contract.
10. When a grievance is not resolved favorably to the employee at any level before arbitration, the determination of the Administration or the Board shall contain reasons for such decision. It is agreed, however, that the reasons so set forth shall not thereby act as a limitation on any defenses which the Administration or the Board may raise, should the dispute subsequently reach the arbitration level. The reason or reasons so set forth shall not be deemed in any way to restrict the Board's right to raise such arguments as it deems applicable should a dispute reach arbitration, and the Board shall not be barred from raising such additional arguments as it deems appropriate in any other forum.

C. Procedure

Level One (informal):

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to so act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.
2. Any employee shall first discuss his/her grievance orally with his/her immediate supervisor (supervisor or principal) in an attempt to resolve the matter informally.

Level Two (formal):

1. If the matter is not resolved to the employee's satisfaction at Level One, the employee shall submit the grievance to the immediate superior in writing within five (5) school days after the determination made at Level One, specifying:
 - a. the nature of the grievance and the remedy requested;
 - b. the nature and extent of injury or loss;
 - c. the results of the previous discussion;
 - d. the basis of the dissatisfaction with the determination.
2. A written decision shall be rendered within five (5) school days after receipt of the written grievance.

Level Three:

1. The employee, not later than five (5) school days after receipt of the immediate supervisor's written decision may appeal the decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents generated at Level Two, as well as a statement explaining the employee's dissatisfaction with decisions previously rendered. The employee shall, at the time of the appeal being filed, also furnish the immediate superior with a copy of any newly generated documentation.
2. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such hearings as he deems necessary with interested parties. Within ten (10) school days after receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee of his determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.

Level Four:

An employee dissatisfied with the determination of the Superintendent may request a personal consultation with the Superintendent within three (3) school days after receipt of the Superintendent's written decision. The request shall be granted and the consultation held at a mutually agreed upon time.

Level Five:

1. In the event a determination by the Superintendent is deemed unsatisfactory by the employee, the employee, within ten (10) school days after receipt of the Superintendent's written decision at Level Three (unless a different period is mutually agreed upon), may appeal to the Board of Education, through the Superintendent.
2. Where an appeal is taken to the Board, there shall be submitted by the appellant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished by the Superintendent to the immediate superior.
3. The Superintendent shall add such additional explanatory statements as he deems necessary with a copy to appellant who shall have the right to reply thereto. The Superintendent shall present the appeal to the Board at the earliest conference session feasible.
4. The Board or a committee thereof shall consider the written record submitted to it. It may, on its own initiative, and shall, upon request of the employee, conduct additional hearings. It may also request the submission of additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.
5. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify all interested parties of its determination. This time period may be extended by mutual agreement of the parties.

Level Six:

1. In the event a grievant is dissatisfied with the determination of the Board, the grievant shall have the right, consistent with B., Policy No. 8 and No. 9 above, to binding arbitration.
2. A request for arbitration shall be made known to the Superintendent in writing no later than ten (10) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a request.

3. Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing, of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal while the matter is under arbitration.
4. The following procedure may be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
 - d. The arbitrator shall be limited to the issues submitted to that arbitrator and shall consider nothing else. The arbitrator can add nothing to or subtract from the Agreement between the parties or any policy of the Board. Only the Board and the aggrieved and their representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
 - e. Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only ones which will be shared equally. The two parties may be either the Board and the Association or the Board and the aggrieved person.

**ARTICLE V
GRIEVANCE PROCEDURE FOR
CUSTODIANS/MAINTENANCE**

- A. All contractual employees of the Association shall be granted grievance as outlined in Board Policy #4122 R-2.
- B. Effective July 1, 1971, it is agreed that a binding arbitration procedure shall take effect. In connection with this procedure, the parties hereto agree as follows:
 1. Non-tenure employees shall not be permitted to grieve their non-reemployment.
 2. Binding arbitration shall pertain only to the application, interpretation and noncompliance of the terms and provisions of this written Agreement.

3. Administrative decisions shall be grievable up to and including the Board of Education but shall not be subject to the binding arbitration provisions of the Agreement.
4. The purpose of the following procedure is to provide a means for the processing of a dispute or controversy which may arise with respect to the interpretation, application or noncompliance with the provisions of this Agreement.
 - (a) The term "grievance," as used in this Agreement, is a dispute or controversy concerning the interpretation, or application of, or noncompliance with the provisions of this Agreement.
5. The grievance procedure herein set forth shall be available only to those employees within the bargaining unit heretofore set forth, who have completed at least three (3) months' employment with the Board. This grievance procedure shall not be available to nontenured employees concerning their non-reemployment by the Board.
6. A grievance to be considered under this procedure must be initiated by the employee within ten (10) school days of its known occurrence. Failure to so act shall be deemed to constitute an abandonment of the grievance.

C. Policy

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate two (2) representatives to appear with him/her at any step of the appeal. A minority organization shall not have the right to present or process a grievance.
2. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process through all prescribed levels with or without intervention by the Association, as the employee may elect. The Association shall, however, be given an opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation.
3. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within specified time limits, shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties as each level.

5. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board. If time is lost by an employee in processing of a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent), the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

D. Procedure

1. The employee shall first discuss his/her grievance orally with his Supervisor of Buildings and Grounds either directly or through the Association's designated representative with the objective of resolving the matter informally.
2. If a satisfactory settlement is not reached at the informal level, hereinabove set forth, or if no decision has been rendered within five school days after presentation of grievance, the employee or representative may present his/her grievance in writing within five (5) days after determination made in Paragraph 1 to the Superintendent or his/her designated representative. The written grievance shall set forth:
 - a. the nature of the grievance and the remedy requested;
 - b. the nature and extent of injury or loss;
 - c. the results of the previous discussion;
 - d. the basis of dissatisfaction with prior determination.
3. A written decision shall be rendered within five (5) full days after receipt of the written grievance.
4. If the grievance is not satisfactorily disposed of in the prior step, or if no decision has been rendered within five (5) school days after delivery of the grievance to the Superintendent, then the grievance may be referred to the Board of Education within ten (10) school days of the completion of the proceeding in the preceding paragraph. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the employee's dissatisfaction with those decisions previously rendered. Within two (2) weeks after receipt of the written grievance (unless a different period of time is mutually agreed upon in writing), the Board shall in writing advise the Association and the immediate supervisor of the aggrieved employee of its determination.
5. In the event the disposition made of the grievance is deemed unsatisfactory, either party may request the American Arbitration Association to process the grievance in question in accordance with its rules and regulations or the selection of an Arbitrator. Such request must be made within fifteen (15) calendar days of the date of receipt of the Board's decision.

6. The Arbitrator shall limit his/her determination to the issues submitted to him/her and shall rule on nothing else. The Arbitrator's determination shall be limited strictly to the application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement or of applicable law. The Arbitrator may not alter, add to or omit from the provisions of this Agreement.
7. Only the Board and the Aggrieved and the Association shall be supplied with copies of the Arbitrator's determination.
8. Each party will bear the total cost incurred by itself. The fees and expenses of the Arbitrator are the only costs which shall be shared equally.

ARTICLE VI - GRIEVANCE PROCEDURE FOR STAFF ASSISTANTS

A. Line of Responsibility and Procedure of Grievance

1. Each employee shall be responsible through the Superintendent of Schools to the School Board.
2. Problems and matters of routine operation should be referred to the Principal in charge of the school in which the problem arises.
3. All situations of a grievance nature shall follow the stated course of action.

B. Definition of a Grievance

1. A grievance is a claim by an employee or group of employees that there has been a violation of the Agreement or an administrative decision which adversely affects the terms and conditions of employment of a staff assistant.

C. Policy

1. The party or parties concerned in a grievance shall have the right to present their own appeal or to designate appropriate representatives of their own choosing to appear with them at any step of the appeal.
2. When a staff assistant is not represented by the "Association," the "Association" shall have the right to be present at all stages of the procedure beyond Level One (Informal Level).

3. Though the constitutional rights of the party or parties concerned to counsel or representation by those outside the profession are guaranteed, encouragement to arrive at a satisfactory solution within the channels of the profession is strongly advised.
4. This Agreement expressly prohibits the submission of any grievance to arbitration and encourages the mutual discussion and resolution of any problems on a professional plane.

D. Procedure

1. Level One - (Informal Level)

- a. An aggrieved employee shall institute action under the provisions of this article within thirty (30) calendar days of the occurrence complained of. Failure to do so shall be deemed to constitute an abandonment of the grievance
- b. A grievance shall be discussed with the Principal or the appropriate administrator in an attempt to resolve the matter informally within seven (7) calendar days, unless a longer period of time is agreed to by both parties.

2. Level Two (Formal Level)

- a. If the matter is not resolved to the grievant's satisfaction at Level One, she/he shall submit the grievance, in writing, to the Principal or the appropriate administrator within seven (7) calendar days of the determination made at Level One.
- b. The written grievance shall specify:
 - 1) The nature of the grievance;
 - 2) The results of the previous discussion;
 - 3) The basis of dissatisfaction with the determination previously made;
 - 4) The remedy requested.
- c. A written decision shall be rendered by the Principal or the appropriate administrator within seven (7) calendar days after receipt of the written grievance.

3. Level Three

- a. The employee, not later than seven (7) calendar days after the receipt of the written decision of the Principal or the appropriate administrator may appeal the decision to the Superintendent.
- b. The appeal must be in writing and must include all relevant documents generated by Level Two, as well as a statement explaining the employee's dissatisfaction with the decision previously rendered.
- c. The employee shall, at the time the appeal is filed, also furnish the Principal or the appropriate administrator with a copy of any newly generated documentation.
- d. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such hearings as she/he deems necessary.
- e. Within fifteen (15) calendar days after receipt of the written grievance (unless a different period of time is mutually agreed upon), the Superintendent shall, in writing, advise the employee of the determination made and shall forward a copy of said determination to the Principal of the aggrieved employee and to the "Association."

4. Level Four

- a. In the event a determination by the Superintendent is deemed unsatisfactory by the employee, the employee, within ten (10) calendar days after receipt of the Superintendent's written decision at Level Three (unless a different period of time is mutually agreed upon), may appeal to the Board of Education, through the Superintendent.
- b. Where an appeal is taken to the "Board," there shall be submitted by the grievant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action.
- c. The Superintendent shall add such explanatory statements as she/he deems necessary with a copy to the grievant who shall have the right to reply thereto.
- d. The Superintendent shall present the appeal to the "Board" at the next conference session.
- e. The "Board," or a committee thereof, shall consider the written record submitted to it.

- f. The “Board” may, on its own initiative, and shall, upon request of the employee, conduct additional hearings.
- g. The “Board” may also request the submission of additional written material.
- h. Where additional written materials are requested by the “Board,” copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.
- i. The “Board” shall make a determination within thirty (30) calendar days from receipt of the grievance and shall, in writing, notify all interested parties of its determination.
- j. This time period may be extended by mutual agreement of the parties.

**ARTICLE VII
LEAVES OF ABSENCE FOR TEACHERS**

A. Sick Leave

1. Definition:

Sick leave is defined to mean the absence from his or her post of duty of a regularly employed school teacher because of:

- a. Personal disability due to illness or injury, or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in his or her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement, followed by a period of convalescence.
- b. A requirement for diagnostic tests, medical or dental treatment which cannot be scheduled for a time when school is not in session.

2. Regular Sick Leave

- a. Teachers shall be entitled to sick leave with full pay at the rate of twelve (12) days per year, as of the first official day of the school year. However, teachers who begin service after the beginning of the school year will be considered to have earned a prorated amount calculated for each month of employment and rounded to the nearest whole number.
- b. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.

- c. Upon retirement, teachers shall receive one (1) day's pay for each four (4) accumulated unused sick days, prorated for days in the last year of employment for the first 100 unused, accumulated sick days; and, one (1) day's pay for each three (3) unused, accumulated sick days beyond 100 days. The basis for payment shall be 1/200th of the salary received during the last year in the employment of the district. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st of the school year prior to the school year in which the retirement becomes effective. In the event a teacher fails to give notice by November 1st the Board may defer payment of all or part of the benefit to the year following retirement.
- d. Payment for teachers' unused sick days shall be capped at \$25,000 for any one teacher for the duration of the agreement. Payment for unused sick days shall be capped at \$15,000 for any one teacher whose first day of employment is after June 30, 1997.

3. Involuntary Sick Leave

Upon recommendation of the Superintendent, the Board may, at its own expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. A teacher placed on involuntary sick leave by the Board shall be entitled to compensation in accordance with the voluntary sick leave provisions of this Article.

B. Temporary Leaves of Absence

- 1. Regular teachers shall be entitled to temporary, noncumulative leaves of absence in accordance with the following:
 - a. Up to five (5) days at any one time with full pay when death occurs in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, and any other members of the immediate household).
 - b. One (1) day with full pay to attend the funeral of a close friend or relative (other than the immediate family).
 - c. Up to three (3) days with full pay, per school year, to care for a member of the immediate household family who is ill or a parent domiciled elsewhere.

- d. Up to two (2) days with full pay per school year to attend to matters of personal business which are so pressing that they cannot be attended to at a time when schools are not in session and that do have as their purpose personal business but may not be used for the purpose of extending a vacation or holiday period.
 - e. Teachers called for jury duty shall be paid an amount equal to the difference between the employee's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement for expenses) for each school day the teacher reports for or performs jury duty, provided that the teacher cooperates with the administration in seeking to be excused from such duty.
 - f. With the exception of being personally accused and subject to trial for an alleged illegal or criminal act, teachers shall be granted leave with full pay for the time necessary to appear in any legal proceedings when required by the court or the New Jersey Public Employment Relations Commission.
 - g. Brief leaves of absence with full pay will be granted to teachers required to perform short periods of military duty during the school year in accordance with Chapter 351, Section 38:23-1 of the Revised Statutes of New Jersey. A copy of the military orders shall be filed with the Secretary of the Board.
 - h. Brief leaves of absence without pay not covered elsewhere in this Article shall be granted only with the approval of the Superintendent.
 - i. Within budgetary capabilities, subject to administrative approval, professional days shall be granted for observation or to foster professional growth.
2. a. Application for temporary leave as defined above shall, whenever possible, be made to the principal or immediate superior at least two (2) days in advance of the contemplated absence. When prior notification is not possible, a report of the circumstances relative to the absence will be made within two (2) days after return to duty.

C. Extended Leaves of Absence

- 1. The Board will grant extended leaves of absence to teachers for reasons specified in succeeding paragraphs. Unless otherwise indicated, the following conditions will apply to such leaves:
 - a. Requests for extended leave shall be made in writing to the Superintendent at the earliest possible date.
 - b. Eligibility shall be limited to tenure teachers.

- c. All extended leaves shall be limited to the school year in which the leave commences and the following school year, not to exceed a total of two (2) school years.
 - d. Salary increment and tenure credit shall not accrue unless the teacher has worked for more than one hundred twenty (120) days in the school year.
 - e. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 - f. Written notice of intention to return or resign as well as requests for extension of leave shall be submitted to the Superintendent by April 1 of the year in which the leave expires.
 - g. A teacher returning from extended leave shall do so at the beginning of the school year. Reinstatement during the school year shall be at the discretion of the Board.
2. Military leave without pay shall be granted to any teacher regardless of tenure status, who is inducted or enlists for one period of service in any branch of the Armed Forces of the United States. A copy of military orders shall accompany the written request for such leave. Regular salary increments shall accrue.
3. A leave of absence without pay shall be granted to a teacher, regardless of tenure status, who joins the Peace Corps, VISTA, National Teachers Corps, Americorps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship, and is a full time participant in such programs. Regular salary increments shall accrue.
4. A maternity leave of absence without pay shall be granted under the following conditions:
- a. The teacher shall notify the Superintendent in writing as soon as her pregnancy is medically confirmed.
 - b. Upon recommendation from the Superintendent, supported by a medical certificate, the Board may approve commencement of leave.
 - c. A teacher adopting an infant child shall be entitled to leave commencing with receipt of de facto custody of the infant, or earlier, if necessary to fulfill the requirements for adoption.
5. Any teacher regardless of tenure status, who sustains an injury while in the performance of his/her assigned duties, free of any negligence on his/her part, which causes loss of time and is compensable under the New Jersey Labor and Workmen's Compensation Law, shall receive full salary for a maximum period of one (1)

calendar year, provided that the teacher shall forward to the Board office all Workmen's Compensation and Disability checks (properly endorsed) received by him/her in connection with such injury. Such absence shall not be charged against the teacher's sick leave. Sick leave shall accrue.

6. Any regular teacher who has exhausted all paid sick leave to which he or she is entitled and who cannot perform assigned duties due to illness or injury, shall be granted a leave of absence without pay for such time as is necessary for complete recovery, not to extend beyond June 30 of the school year following the commencement of the leave.

Further extension may be granted at the will of the Board.

7. A leave of absence without pay shall be granted to any tenure teacher for up to one (1) full school year for full time attendance at an accredited graduate school. Increments shall accrue.
8. Other leaves of absence without pay may be granted by the Board, upon recommendation of the Superintendent.

- D. Sabbatical leaves may be granted for the purpose of helping to improve the competence of personnel who have received the leaves and thereby to help improve the quality of instruction throughout the Township. "Teacher" for this plan means any teacher, with a permanent certificate, employed by the Rockaway Township Board of Education who is under tenure and who has been employed in this district for a minimum period of seven (7) years of continuous service.

Service means active full time employment in the public schools of Rockaway Township.

Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave.

Requirements for application:

1. Formal application must be made on a form provided by the Superintendent's office.
2. Minimum of seven years of continuous service in the district.
3. Each recipient of a sabbatical leave must agree to serve a minimum of three (3) years within the district upon completion of the sabbatical leave.

Benefits:

1. Full-year leave at fifty percent (50%) of annual salary.
2. Retention of all rights, such as tenure, pension, increments, and hospitalization.

Application forms are to be obtained from the Superintendent's office. The applicant shall be required to comply with all the provisions of this Agreement, or any amendment thereof.

Applications for a full-year leave must be completed by April 1 of the year preceding the school year in which the leave is to be taken. All applications must be completed in full detail, including the purpose of the leave and the institution at which the study is to be taken.

All applicants will receive a prompt written reply from the Superintendent's office indicating either acceptance or rejection of the requested leave.

A maximum of no more than one percent (1%) of the total teaching staff shall be eligible at any one time for leave.

Those persons granted leaves for study are required to file transcripts with the Superintendent's office upon returning to the district.

Once the leave is granted, such persons shall not again become eligible for a sabbatical leave until the minimum time of seven (7) years has again elapsed.

At the time that a sabbatical leave is granted, each person so accepting such leave shall sign a written agreement to the effect that such teacher guarantees that he/she will continue to serve for a minimum of three (3) years within the district upon the completion of the sabbatical leave. In the event such teacher does not complete three (3) years' minimum service, then and in that event, such teacher shall repay the Board of Education one third (1/3) of the monies expended for sabbatical leave purposes for each year not completed upon return from sabbatical leave.

If granted a sabbatical leave, each person so granted such leave agrees not to accept any other full time employment during the time of such leave, except that persons may accept grants, awards, and fellowships given by a college or university.

If an application is disapproved and a teacher wishes to apply again the following year, or at any time, a new application must be filed with the Superintendent's office.

All regular salary deductions such as taxes and pension fund contributions will be deducted from payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the pension deductions will be based upon the full contractual salary received at the time the leave is begun and shall continue for the duration of the leave.

Before leaving for a sabbatical leave, the teacher will notify the Superintendent's office in writing where checks are to be sent.

Teachers granted sabbatical leaves shall be paid fifty percent (50%) salary, less deductions for taxes and pensions, for all regular pay periods established by the Board of Education.

The final decision in granting of a sabbatical leave shall be by the Board of Education on recommendation of the Superintendent and action by the Board shall be by resolution approving the individuals and the leave.

**ARTICLE VIII
LEAVES OF ABSENCE FOR
CUSTODIANS/MAINTENANCE**

A. Sick Leave

1. Sick leave shall consist of twelve (12) days per year. However, in the event a custodian/maintenance person, for any reason enters a pay status after September 1st of any year, he/she will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment. Unused sick leave may be accumulated without limit.
2. A doctor's certificate shall be submitted to the Superintendent's office by the custodian/maintenance person when sick leave shall extend five (5) days or longer.
3. The Board, in its sole discretion, may grant extended sick leave to a custodian/maintenance person who has exhausted his/her accumulated sick leave. Such extended leave, if granted, shall commence on the day following the last day of the custodian/maintenance person's accumulated statutory sick leave and shall consist of the difference between this custodian/maintenance person's salary and the salary paid to his/her substitute or the estimated cost of a substitute if none is employed. Extended leave shall not extend beyond June 30th of the school year in which the illness or injury occurs. Requests for extended sick leave will be reviewed by the Board on a case-by-case basis, and the Board's determination with respect to any request for extended sick leave shall not be subject to the grievance procedure, including binding arbitration.

B. Personal Leaves of Absence

The Superintendent or his/her designee may grant leaves with pay to all personnel under his/her jurisdiction as follows:

1. Any full time custodian/maintenance person shall be granted up to five (5) days upon request when death occurs in the immediate family, (husband, wife, father, mother, son, daughter, sister, brother, husband's parents, wife's parents, grandparents, grandchildren, legally adopted children, and any other member of the immediate household). When individual circumstances are such that a close relative other than those defined as immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) consecutive days.

2. One (1) day's leave of absence, with pay, may be granted upon request to attend the funeral of a relative or close friend. Such leave will be granted once in each contract year.
3. Three (3) days' leave of absence per annum with pay may be granted upon request to care for a member of the immediate household family who is ill.
4. A maximum of three (3) days' leave of absence with pay may be granted upon request to attend to matters of emergency personal business which are so pressing that they demand immediate attention and can be taken care of only on a working day. Those days may not be used to lengthen a vacation.
5. Other brief leaves of absence may be granted for just cause within the discretion of the Board of Education and the failure and refusal to grant such additional leave shall not be subject to the grievance procedure.

C. Jury Duty

1. Custodians/Maintenance Personnel called for jury duty shall be paid an amount equal to the difference between the custodian/maintenance person's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the custodian/maintenance person reports for or performs jury duty.
2. Custodians/Maintenance Personnel called for jury duty shall not be required to report to their district assignment for that day. This includes night shift personnel.

D. Superior Attendance Record

0 days = \$800.00 Bonus; exclusive of jury duty, bereavement and vacation.

**ARTICLE IX - LEAVES OF ABSENCE FOR
STAFF ASSISTANT**

Sick Leave

- A. All staff assistants shall be allowed sick leave with full pay as follows:
1. Sick leave shall consist of ten (10) equivalent days per year.
 2. A doctor's certificate shall be submitted to the Superintendent's office by the employee when said sick leave extends five (5) consecutive days or longer.
 3. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.

4. In the first year of employment, after September 30th, the employee will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment.

B. Temporary Leaves of Absence with Pay

1. An employee will be granted up to five (5) days, upon request, when death occurs in the immediate family. (Spouse, parent, child, stepchild, spouse's parents, sibling, sibling-in-law, parent-in-law, child-in-law, grandparents, legally adopted children, grandchild, and any other member of the immediate household.)
2. One (1) day's leave of absence per year with pay will be granted, upon request, to attend the funeral of a relative or close friend. Further requests will require approval of the Superintendent.
3. Three (3) days' leave of absence with pay will be granted, upon request, to attend to matters of emergency which are so pressing that they demand immediate attention, and can be taken care of only during a working day. These days may not be used to lengthen a vacation unless approved by the Superintendent or designee. These days may not be accumulated.
4. Two (2) days with full pay will be granted to employees to care for a member of the immediate family who is ill.
5. Application for temporary leave as defined above, shall, whenever possible, be made at least two (2) days in advance of the contemplated absence. When prior notification is not possible, a written report relative to the absence will be made within two (2) days after returning to duty.

**ARTICLE X
INSURANCE PROTECTION**

- A. Full family hospitalization and medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-76 school year. The Board shall pay the full premium for each employee and where appropriate, for family plan insurance coverage. The Board shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-76 school year. In the event the Association is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-76 school year, then and in that event, the Association may proceed through the grievance procedure including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-76 school year, and the arbitrator shall have full authority with reference to this particular issue to continue the coverage in effect as provided for by the Board of Education or to set aside the coverage in effect for the 1975-76 school year.

- B. The Board shall notify the carrier to provide to each employee a description of the health care insurance coverage provided under this Article at the beginning of the enrollment period in effect for each year during the term of this contract, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Commencing January 1, 1997 or the date of ratification, whichever shall occur first, application of deductibles shall apply to all coverages within the traditional indemnity program and there shall be an elimination of the first dollar benefit with the following exceptions: Pap smear, mammography, and a routine physical every 24 months.
- D. Commencing July 1, 1997, hospitalization and medical coverage shall include pre-admission testing, hospital pre-certification; mandatory second surgical opinion; and elimination of carryover deductible. Employees whose first day of employment is after June 30, 1997 shall be enrolled in the designated provider program of the medical insurance program. Employees whose first day of employment is after June 30, 1997 and shall choose traditional indemnity medical coverage shall pay the difference in the premium cost between the designated provider program and the traditional indemnity program through a payroll deduction plan.
- E. Commencing July 1, 1998, employees whose first day of employment is prior to July 1, 1997 and who are enrolled in the traditional indemnity program shall pay \$100 per year for single coverage and \$200 per year for family coverage through a payroll deduction plan.
- F. Effective July 1, 2001, the Board and the employees shall each pay 50% of the cost of the dental premium. One-half of the cost of such plan shall be borne by each employee through a Payroll Deduction Plan.
- G. A joint committee, three members appointed by the Association and three members appointed by the Board, shall meet to discuss opportunities which would reduce health and/or dental costs, while maintaining or improving benefits.
- H. The Board shall establish an Internal Revenue Service '125 plan for making medical and dental contributions effective January 1, 1997.

ARTICLE XI SALARIES

A. Teachers

The salaries of all teachers covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part thereof.

1. Teachers shall receive two (2) salary checks every month for ten (10) months. Such checks are to be received by the teachers on the 15th and the last day of the month. In the event the 15th or the last day falls on a weekend or on a nonteaching day, such check shall be received by the teachers on the last banking day prior to such nonschool day.
2. Teachers receiving payment on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall, to the extent possible, be paid the last day of school. Interest on these funds shall be deposited annually in the RTEA scholarship account.
3. When pay day falls on or during a school holiday, vacation, or weekend, teachers shall, to the extent feasible, receive their paychecks on the last previous working day.
4. Teachers shall to the extent feasible, receive their final checks on the last working day in June.
5. Teachers may elect to have deducted from their paychecks monies for annuity.
6. Non-certified nurses shall not be included in the teachers' salary guide.
7. If new minimum salary legislation which requires restructuring of the salary guide is enacted by the State, the parties agree to negotiate as to the reconstruction of those steps on the salary guide which are below such minimum, including parallel steps of the higher training levels of such step. The foregoing obligation to negotiate is not intended to require that the Board pay from its own funds any monies over and above the cost of the settlement reflected on the attached salary guides.
8. Teachers may elect to have deducted from their paychecks monies for deposit to TRICO Federal Credit Union.
9. Teachers may elect to have Automatic Payroll Deposit to a financial institution of their choice.
10. For 2005-2006, the Board agrees to provide an increase of 4.6% over the 2004-2005 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

For 2006-2007, the Board agrees to provide an increase of 4.5% over the 2005-2006 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

For 2007-2008, the Board agrees to provide an increase of 4.4% over the 2006-2007 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

The above percent increase amounts shall include the salary increment. Salary adjustments may result in a modification of current salary guides, scales and steps. Salary distribution and salary guide construction shall be mutually arrived at by the Association and the Board and are subject to Board approval.

The parties acknowledge and understand that any agreement on salaries may require distribution of money agreed upon by the parties and reconstruction of salary guides. This distribution and/or reconstruction may necessitate a change in the number of steps and/or scales. All decisions regarding salary distribution, salary guide construction, and the like, shall be by mutual agreement of the parties.

B. Custodians/Maintenance

1. Two separate salary guides shall be developed and agreed upon by the parties. The first guide shall reflect custodial employees' salaries and the second shall reflect maintenance employees' salaries. See attached guides.
2. Each year a new entry-level salary will be determined by the Board of Education. The starting salary of a new custodian/maintenance person shall not be higher than the salaries of those already employed in the system with similar experience and training, as determined by the Board of Education.
3. Salary increases for the duration of this contract will be as follows:

2005-2006	4.6%
2006-2007	4.5%
2007-2008	4.4%
4. Overtime Pay
 - a. All Custodians/Maintenance employees shall be paid time and one-half their base contract rate after forty (40) hours of work in a regular week commencing on Monday, except as follows:
 - i. All employees shall be paid double their base contract hourly rate for Sundays and Holidays worked.
 - ii. All employees scheduled to work Saturday and who have not been notified by 1:00 P.M. on Thursday shall be paid double their base contract hourly rate for such hours worked. This clause will not be in effect for the 1995-96 school year.
 - b. Overtime for maintenance personnel shall be distributed by the Supervisor amongst the employees in the classification involved.

- c. Overtime for Custodians/Maintenance personnel shall be rotated within each building. In the event all the Custodians/Maintenance Personnel in one building refuse an overtime assignment, then the overtime assignment shall be offered to other Custodians/Maintenance personnel in other buildings on a rotating basis. If no one volunteers, then an assignment may occur.
- d. Personnel scheduled to work on Saturday who do not receive notification of cancellation of such assignment by 3:00 p.m. on Friday will receive a minimum of four (4) hours of pay on Saturday at the overtime rate.

5. Call Out Pay

- a. Except for snow removal, any employee called out on Monday through Friday, inclusive, after completing his/her shift, shall be guaranteed two (2) hours' pay for one and one-half times his/her base contract rate.
- b. Any employees called out after midnight on Friday and prior to midnight on Sunday, shall be guaranteed two (2) hours' pay at double his/her base contract rate.
- c. Any custodian/maintenance person called out for snow removal Monday through Friday, inclusive, shall be paid straight time and shall have his/her shift adjusted in order that he/she works a scheduled eight (8) hour workday.
- d. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday shall be paid time and one-half his/her regular base rate for all hours worked after the completion of his/her shift and prior to midnight Saturday.
- e. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday shall be paid double his/her regular base rate for all hours worked on paid holidays or between midnight Saturday and midnight Sunday.
- f. A building check will be considered a Call Out and be compensated (see paragraphs 1 and 2).

6. Temporary Assignment

When it is necessary to temporarily replace a night shift custodian/maintenance person, at least one-half of the night shift custodian/maintenance person's assigned hours shall be worked by any combination of one or more replacements properly assigned.

7. Work Hours

Full time status shall be defined as 30 or more hours per week.

Staff Assistants

The salaries of all staff assistants covered by the laws of this Agreement for the period hereof, shall be set forth

All courses, workshops and seminars which receive the prior approval of the Superintendent shall earn salary adjustment credit as agreed to by both parties.

The Board and the Association agree to an increase of 4.75% inclusive of increment over the 2004-2005 base salary for staff members as established by the scattergram summary.

Any Staff Assistant assigned to a self-contained special education class or assigned on a 1:1 basis with students from these classes will receive a stipend of \$500.00 per year. This stipend shall be excluded from the base salary.

Staff Assistants assigned to the following classes will receive this stipend of \$500.00 per year. This stipend shall be excluded from the base salary.

Staff Assistants assigned to the following classes will receive this stipend as well as those assigned to any class of this nature which may be created in the future:

- a. Learning Language Disabled Classes
- b. 1:1 assignment based on specific student IEP's
- c. Multiply Disabled Classes
- d. Behavioral Disabilities Classes
- e. Autistic Classes
- f. Pre-School Disabled Programs
- g. Step-Up classes
- h. Transportation Aides assigned to students from the above-mentioned classes

This stipend shall be pro-rated in accordance with the following schedule:

25 or more hours per week	\$500.00
20 to 24.99 hours per week	\$375.00
17.5 to 19.99 hours per week	\$250.00

**ARTICLE XII
ADDITIONAL STIPENDS**

A. Teachers

1. All Stipends (this includes Espa. coordinators, Curriculum workers, Pac. Chairs, all evening stipend positions, all Saturday/weekend workshop instructors, all workshop/seminar instructors, all parent workshop instructors (this includes set-up duties), Kindergarten registration, summer school teachers, summer enrichment teachers, CST summer evaluations, etc.)

a. Effective November 1, 2005, all stipends will be raised to an hourly rate of \$38.00.

b. The hourly rate of \$38.00 will be in effect from July 1, 2005 through June 30, 2008.

2. The Board agrees that if it establishes a new academic position, such as coordinator, which shall be filled by a classroom teacher performing in such position as an additional duty, it shall negotiate with the Association for the stipend for such additional duty.

3. Any contemplated changes in responsibilities and duties of coordinators as outlined in job descriptions shall not be effected until after a consultation between the coordinators and administrations.

4. Mentor teachers shall be paid by the Board at the State recommended stipend rate.

5. As per agreement with the Superintendent, teachers who have to move their classrooms shall receive a flat rate of \$175.00.

Clubs that meet once per week \$300.00 per quarter.

Clubs that meet twice per week \$600.00 per quarter.

Clubs that meet three times per week \$900.00 per quarter.

Advisors must submit voucher with dates and times of meetings or activities.

Student Council

Elementary School: \$600.00 per advisor per year (limit 1 Advisor)

Copeland Middle School \$900.00 per advisor per year
(limit 2 advisors)

Junior National Honor Society \$900.00 (limit 2 advisors)

Rogate \$900.00 per year (limit 1 advisor)

Yearbook: \$2,000.00 split by # of people in position.

Washington D.C. Trip \$725.00 per advisor (limit 2 advisors)

Grant writing \$38.00 per hour/capped at five (5) hours.

Translator:

1. Post the position as just “Translator” in all schools and let the Principals/Director develop a list with the teacher’s name and the languages that the teacher can translate. This pool should cover as many different languages as possible.
2. When the need arises and according to the language required to communicate with the family, have the teacher translate the necessary forms and or relevant papers.
3. The hours would be “as needed” to complete the work and let the Principals/Directors assign the hours and pick the appropriate teacher/language. These hours are to be on the teachers’ own time at the contracted hourly rate.
4. This agreement does not limit the Rockaway Township BOE in hiring (as translators) other members of different bargaining units at the contracted rate.

Random Periodic Activities will be compensated at a rate of \$38.00 per hour.

Chairpersons:

1. Chairpersons will not be assigned any administrative duty or duties currently being done by the administration of Copeland Middle school.
2. The current Chairpersons are assigned to Language Arts, Special education, Math, Science, Social Studies, and performing Arts (Art and Music).
3. All part-time teachers who opt to attend Rockaway Township School System’s Professional Development workshops will be paid the current stipend hourly wage for the hours in the workshop at a rate of \$38.00 per hour.

Department Chairperson/Coordinators/Head Teachers/Head Nurse shall receive the following stipend in each year of the Agreement:

\$4,000 – in year 1
 \$4,000 - in year 2
 \$4,000 - in year 3

Head Teacher @ Copeland School

1. This position will be used when all principals are out of the building, and a school

leader is needed.

- 2. This teacher who applies for this position will receive a stipend of \$38.00 for the time spent doing these duties and shall be held harmless for decisions that he/she makes in the performance of these duties.

These stipends shall be pensionable.

Sixth/Seventh/Eighth Grade School Play

Director/Coord:	\$3,000.00
Set Designer/Const.	\$1,500.00 (\$ divided by 2 persons)
Costumes:	\$1,000.00
Accompanist:	\$1,000.00
Music Director:	\$1,200.00
Choreographer:	\$1,000.00

Elementary Talent Show: \$300.00

Elementary School Play

Director:	\$1,500.00
Assistant:	\$1,000.00 (Divided by number of assistants.)

Chaperones: \$115 per event for a maximum of three (3) hours. The number of advisors determined by the administration.

B. Custodians/Maintenance

1. Shift Differential

There shall be paid to Custodian/Maintenance a night shift differential, paid to those employees who work on a 3:00 P.M. to 11:00 P.M. shift (or the 1:00 P.M. to 9:00 P.M. shift) at \$600.00.

2. Boiler Operator Stipend

a. All custodial and maintenance personnel holding proper Black Seal Boiler Operator License shall receive an additional stipend as follows: 2005-2008 @ \$1,200.00. This stipend is pensionable.

b. Employees hired July 1, 1973, and thereafter shall obtain a Black Seal Boiler

Operator License within six (6) months of date of employment. Under exceptional circumstances, an employee may request an additional six (6) months in which to secure a Black Seal Boiler Operator License, and such request shall not be unreasonably denied by the Superintendent.

- c. The Board will supply initial tuition costs and textbooks necessary for employees to receive a Boiler Operator License, limited to one (1) time for any employee.

Upon proper application for reimbursement, the Board shall pay the cost of license renewal for a Boiler Operator.

3. Air Conditioning Stipend

A bargaining unit employee, as designated by the Board in its sole discretion shall be responsible for the operating of air conditioning equipment at the Dwyer School and shall receive for such work a stipend in the amount of \$175.00 per year.

4. Asbestos Operations & Maintenance Stipend

- a. Any individual certified by State of New Jersey, and serving on District Asbestos Management Team will receive an annual stipend of \$1,000.00. This stipend is pensionable. The Board will determine whether to have a team, and, if so, will select the individuals to serve on this team, limited to only Maintenance Department personnel and Head Custodians.
- b. Employees on Asbestos Management Team shall be compensated at twice the regular hourly rate for all asbestos containment work.
- c. Upon proper application for reimbursement, the Board shall pay the cost of necessary costs incurred in the renewal of the asbestos certificate.

5. Head Custodian/Maintenance Person Stipend

- a. Each Head Custodian, as of the effective date of this Agreement, is assuming the responsibility of a group leader which means that he/she shall participate in the daily work assignments of those other Custodians/Maintenance Personnel with whom he/she works, pursuant to instructions given to him/her as Head Custodian/Maintenance Person.
 - i. Has direct input into evaluation
 - ii. Twice a month night time building and crew check
 - iii. Remain on job until 3:15 P.M. to discuss any problems, questions and/or assign special activities or jobs
 - iv. Responsible for the implementation of the "Standard Operations Procedure Manual" as per the supervisor's responsibility

- v. Supervise overtime and distribute overtime
- vi. Supervise summer cleaning
- vii. Monitor usage of supplies
- viii. Head Custodian has right to assign work areas and tasks
- ix. Operation and monitoring of boilers and "Boiler Log" and entire heating system

All other duties as submitted by the Administration.

- b. Head Custodians of the several schools shall receive an additional annual stipend for the school years covered by this Agreement according to the following schedule:

<u>Large School</u>	<u>Medium School</u>
\$2,250.00	\$1,650.00

This stipend is pensionable.

- c. All Head Custodians must have a Boiler Operator License.

**ARTICLE XIII
DEDUCTIONS FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its employees, dues for the Rockaway Township Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, or the National Education Association, or any one of any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public laws of 1967 (N.J.S.A. 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the treasurer of the Rockaway Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing in the form set forth on page 32.

AUTHORIZATION TO DEDUCT
ASSOCIATION MEMBERSHIP DUES

Name
Social Security No.:
School Building:
District:

TO: DISBURSING OFFICER:
BOARD OF EDUCATION

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed.

I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Rockaway Township Education Association to receive dues and distribute according to the organizations indicated:

Rockaway Township Education Association
Morris County Council of Education Associations
New Jersey Education Association
National Education Association

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. Additional authorization for dues deduction may be received after August 1st, under the rules established by the State Department of Education.
 4. The filing of notice of an employee's withdrawal shall be prior to December 1st to become effective to halt deductions as of January 1st and prior to June 1st to become effective to halt deductions as of July 1st next succeeding the date on which notice of withdrawal is filed.
- B. The Board agrees to continue to deduct from employees' salaries, money for local, state, and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

Any employee may have such deductions discontinued, in accordance with applicable law, at any time upon sixty (60) days written notice to the Board and the appropriate association.

- C. 1. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:
- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5 .4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A.34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty five (85) percent of the regular membership dues, fees and assessments.
 - d. A list of all members of the bargaining unit who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions of the full amount of the representation fee from salaries of such teachers, staff assistants& custodial/maintenance in accordance with paragraph 3. below, and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee, in twenty (20) equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deduction will begin with the first paycheck:

- a. In November; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the President of the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, jobs, titles, and dates of employment for all such employees.
5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

**ARTICLE XIV
TEACHERS' RIGHTS AND RESPONSIBILITIES**

- A. 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 and other activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law 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 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States. That it shall not take punitive action against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in activities of the Association and its affiliates which do

not conflict with normal professional duties, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- C. Any disciplinary interviews and reprimands will be conducted in private. A teacher shall have the right, in all instances, to request the presence of an Association representative at said interview and when such request is made, the interview shall not proceed until the representative is in attendance.
- D. There shall be no public discussion concerning the renewal, failure to renew or termination of a teacher's contract by either the Board or the Association.
- E. Upon his/her professional judgment, the teacher shall maintain the right and responsibility to determine grades within the grading policy of the district. Teachers shall be involved in all decisions relating to promotion or retention of students.
- F. Any teacher, upon presentation of advanced written request, may inspect his/her personnel file. In cases of emergency nature, no advance request will be necessary provided the inspection takes place in the presence of the Superintendent or his/her designee during regular administrative office hours.
 - 1. The teacher shall have the right to add his/her written comments, initialed by the Superintendent of Schools or his/her designee, one copy of which shall be made part of the teacher's personnel file and the other copy shall be given to the teacher.
 - 2. In the event material of a derogatory nature is to be placed on file, the teacher involved shall be requested to affix his/her signature. This will indicate the material has been seen by the teacher. The teacher's written comments, if any, relative to the derogatory material, shall also be made a part of the teacher's file.

ARTICLE XV ASSOCIATION'S RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, names 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 may, at its discretion, furnish the Association with tentative budgetary requirements and allocations.

- B. Whenever any representative of the Association or any teacher is scheduled by the Board or Administration to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, Morris County Councils of Education Associations, N.J.E.A, and N.E.A. shall be permitted to transact official Association business on school property at such times and places which will not interfere with, nor interrupt, normal school operations, provided that the Administration is notified in advance whenever practicable.
- D. The Association and its representatives may use school buildings for meetings at reasonable hours. The appropriate building principal shall be notified and shall approve in advance in order to avoid conflict with other scheduled activities or normal school operations.
- E. The Association may use school equipment, including office and audio-visual equipment at reasonable times when such equipment is not otherwise in use and will not interfere with normal school operations.

The Association shall reimburse the Board for the cost of all materials and supplies incidental to such use.

- F. The Association shall have the use of a bulletin board in each school faculty lounge/work study room and shall have the right to post materials without prior approval. The Superintendent shall also designate space on the central office bulletin board for Association notices. The Superintendent may remove any material from the latter bulletin board which he/she deems offensive. The Association shall be responsible for all materials it posts on school property.
- G. The Association may not use the interschool mail system in violation of the Private Express federal statutes. The Association may, with the knowledge of the principals, directly place communications in teacher school mailboxes.
- H. The Superintendent shall grant release time with pay to the president of the Association, or his/her duly designated representative, to attend to Association business which cannot be handled during non-school hours, to the extent of one half day per school week to a maximum of three (3) hours per week on a ten (10) month per year basis, which time shall be noncumulative. No substitute shall be required to replace the Association representative so released. Therefore, it is understood that the Association representative will obtain prior approval from the building principal.

**ARTICLE XVI
BOARD'S RIGHTS**

- A. The Board on its own behalf, and on behalf of the electors of the district, retains and reserves unto itself without limitation all powers, rights, responsibilities, authority and duties conferred upon and vested in it by the laws of the State of New Jersey, including the right to the executive management and administrative control of the school system and its properties.

**ARTICLE XVII
TEACHERS' WORK YEAR**

- A. Effective July 1, 2000, the teacher work year shall be increased one day resulting in a 185-day teacher work year. The School Calendar shall be constructed by the Board so as to provide one hundred eighty-three (183) days of instruction, including therein provision for emergency closing of schools because of inclement weather. However, it is expressly understood that in no event shall the school year consist of less than one hundred eighty (180) days. The last instructional day shall be a half day of student contact. Teachers shall be permitted to leave when they have completed their professional obligations. In addition, teachers may be required to report for duty one day prior to the opening of school. Non-tenured teachers shall attend two workshops, each of a two-day duration, before acquiring tenure. These workshops may be scheduled prior to the start of the teacher work year or after the end of the teacher work year.
- B. The work year for supplemental teachers shall commence no later than October 1 and terminate no earlier than May 31.

**ARTICLE XVIII
TEACHERS' HOURS AND TEACHING LOAD**

- A. 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.
- B.
 - 1. Teachers shall report for duty fifteen (15) minutes before the scheduled start of school for students.
 - 2. Teachers shall remain in school until the regularly scheduled buses have departed. This time shall not extend beyond fifteen (15) minutes after the instructional day providing the teachers' professional obligations have been fulfilled.

3. A duty-free lunch period of at least thirty (30) minutes shall be granted to all teachers. Teachers may leave the building without requesting permission during their duty-free lunch period.
- C.
1. Regular classroom teachers shall neither be required to work beyond the regular teacher-in-school work year, nor beyond the normal in-school workday.
- D.
1. All certificated staff members shall be required to attend up to two evening activities each year without additional compensation.
 - a. Any teacher who is involved in the evening activity period (e.g. Art, Music Teachers) shall participate in - two such evening activities per school year without additional compensation, and for each evening activity per school year beyond the - second will be released from one scheduled parent-teacher conference. Copeland teachers who are expected to attend graduation shall not be required to attend other evening supervisory assignments for which there is compensation.
 2. Parent-Teacher conferences
 - a. Fall Conferences: There shall be three (3) afternoon conferences and two (2) evening conferences in the Fall. The length of the conference shall not exceed two hours. On the days of the afternoon and evening conferences, school shall be dismissed two (2) hours early. Evening conferences shall not be held on consecutive evenings.
 - b. Spring Conferences: There shall be two (2) evening conference sessions in the Spring. The length of each conference session shall not exceed two hours. On the days of the scheduled evening conferences, school shall be dismissed two (2) hours early.
- E.
1. In the elementary schools, (grades K-5), on a quarterly basis (every 45 days) each full-time teacher will be provided with a minimum average of 425 minutes of non pupil contact time per regular school week (1950 minutes). Commencing with the 1993-94 school year the regular school week will be 2025 minutes.
 2. The time teachers are expected to remain in school after the end of the students' regularly scheduled day shall not be incorporated into the non-pupil contact time.
 3. Encompassed within this time will be provisions for a duty free daily lunch period of 40 to 60 minutes for full-time teachers and a minimum of four planning periods per regular school week (2025) minutes. Teachers shall not be required to remain with their class during library, computer and/or other special subject instruction.

4. Elementary teachers including special subject areas, CST, guidance and special education teachers, shall have lunch duty on a rotating basis for not more than ten (10) hours per year. Each additional lunch duty coverage assignment of up to twenty (20) minutes shall be compensated at the rate of \$12.00 per coverage assignment.
5. It is further agreed that, at the Copeland Middle School, the lunch duty program in practice at the conclusion of the 1982-83 school year be continued.
6. On an annual basis, all 19 hour part-time teachers will be provided with an average of non-pupil contact time of 100 minutes per regular five day school week.
7. The Board's intent is to not rely on the minimum. The intent of the Board and the Association is to permit school programs to operate effectively and without interruption, and the flexibility in the operation will continue to be maintained.
8. This section of Article XVI applies only to elementary classroom teachers, special subject area teachers, special education teachers, CST and guidance counselors.

**ARTICLE XIX
CUSTODIANS/MAINTENANCE HOURS OF WORK**

A. Tours of Duty

1. The standard tour of duty for all personnel assigned shall be as follows:

Day Shift	7:00a.m.	-	3:00p.m.
Night Shift	3:00p.m.	-	11:00p.m.
Midnight Shift	11:00 p.m.	-	7:00 a.m.
2. On those days declared as "Snow Days" and on teacher holidays, night-shift personnel will report on the day shift.
3. The July 1st shift change of personnel from the night shift to the day shift may begin in June at the option of the employer.
4. One half (2) hour uninterrupted lunch period for maintenance personnel.
5. Custodial employees are required to remain in the building and shall not have a duty-free lunch period.
6. All bargaining unit personnel are required to remain at their work locations until given permission to leave the area by the Superintendent of Buildings & Grounds or his/her designee.

7. In the event of a permanent change in tour of duty, the Board shall advise an employee so affected by at least one (1) week's advance notice thereof.

B. Time Clock

1. All bargaining unit employees shall punch in and out on time clocks provided for that purpose by the Board at each building. No employee may punch another employee's Time Card. Any violation of this rule will result in severe disciplinary action up to and including discharge, as determined by the Board and its administrative staff.
2. Maintenance Personnel shall punch in and out at the Maintenance Department building at 183 Green Pond Road. In the event a job assignment continues for one or more consecutive workdays, then the maintenance employee performing the work shall punch in and out at the school at which he/she is then working for the duration of the assignment.
3. All employees shall punch in/out for all "off-hour callouts."

C. Hours of Work

1. Full time =30 hours or more
2. Part time = less than 30 hours

Note: Any employee of record as of 2/28/98 is protected from the 30 hour minimum clause above for the duration of his/her employment.

**ARTICLE XX
STAFF ASSISTANTS HOURS OF WORK**

The work schedule for staff assistants shall be as follows:

- A. Employees shall not be required to report for work when schools are closed for holidays, snow days, other emergency closings, on any other day that children are not present.
- B. In the event of late openings or early dismissals due to inclement weather or other emergencies, employees shall report for work at the same time that students report and leave when students are dismissed. Part-time employees may make arrangements with the building principal to make up any hours lost in a given week due to snow days, early dismissals or delayed openings.
- C. Full-time employees shall work a day that corresponds to a full instructional day for students, including lunch, not to exceed a maximum of 6 ½ hours for the duration of this contract. The starting time for each staff assistant shall be determined by the Principal of the

school. On the day immediately before a holiday or vacation, when pupils have a one-session day, the staff assistants' workday shall end when pupils are dismissed for the day.

- D. Employees shall report for work on the first student day of school in September and shall work until the last student day of school in June. On conference days (when one session day) the staff assistants' workday will end when all pupils are dismissed. The total number of days shall equal the students' early dismissal days, except for those employees assigned to kindergarten or special education classes.
- E. On the last student day of school in June employees may be required to remain in school beyond the early dismissal time if deemed necessary as determined by the Superintendent of Schools. In no case shall they be required to remain beyond normal time.
- F. Employees will be compensated for all days worked beyond the 183-day school year.
- G. All full-time staff assistants are entitled to a daily fifteen (15) minute break from duty and a minimum of a thirty (30) minute lunch period.
- H. All part-time employees will work no less than 3 ½ hours per day.
- I. Substitute staff assistants will be covered by these same clauses.
- J. Full-time employment for benefits purposes shall consist of 30 hours or more per week.
- K. All extra curricular activities will be compensated at the rate of twenty dollars (\$20.00) per hour.
- L. All certificated staff assistants running an after school program will receive the same stipend as any other certificated employee.

**ARTICLE XXI
NON-TEACHING DUTIES**

The Board recognizes the value of instructional aides and will endeavor to employ them as the Board deems advisable in the best interest of the district.

**ARTICLE XXII
TEACHERS' EMPLOYMENT**

- A. The Board shall continue observing State and Federal laws relating to discrimination.
- B. 1. Each teacher now employed is assumed to be on his/her proper step of the salary guide as of the beginning of the 2005-2006, 2006-2007 and 2007-2008, school year in accordance with paragraph 2 below.

2. Upon initial employment, full credit may be given on the Teacher Salary Schedule for up to thirteen (13) years of previous teaching experience in a duly accredited school. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service system, or two (2) years for Peace Corps, VISTA, Americorps, or National Teacher Corps work or time spent on a Fulbright scholarship shall be given upon initial employment.
- C. Restoration of accumulated unused leave days shall be limited to teachers returning from extended leaves of absence in accordance with Article VI of this Agreement.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.
- E. First Year Probationary Teachers
1. A first year probationary teacher (non-tenured), upon notice that his or her contract will not be renewed for the ensuing year, may request, and shall be granted, a private hearing with the Superintendent, at which time the Superintendent shall state the reasons for his/her decision.
 2. Notice of nonrenewal in the aforementioned instance shall be issued no later than May 15.
 3. The notice of nonrenewal and/or the reasons given for said action shall not serve as a basis for filing a grievance in accordance with Article IV of this agreement.

ARTICLE XXIII TEACHERS' ASSIGNMENTS

- A.
1. All teachers shall be given preliminary written notice of their grade and/or subject assignments and building assignments, for the coming year, not later than June 30.
 2. The Superintendent shall assign newly appointed personnel to their specific positions within that subject area and/or grade level as soon as practicable.
 3. In the event that changes in such schedules, grade and/or subject assignments, or building assignments, are proposed, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his/her representative and the teacher affected and at the teacher's option, a representative of the Association.

- B. 1. Teachers shall be notified of any changes in their schedules as soon as it is practicable.
- 2. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel between school buildings effective January 1, 2006, at the rate of forty cents (.40) per mile for the life of this contract.

**ARTICLE XXIV
CUSTODIANS/MAINTENANCE ASSIGNMENTS**

A. Daily Check List

Each custodian shall submit daily to the Head Custodian of the school, a Daily Check List of his/her work in his/her area of responsibility.

B. Maintenance Work Orders

All work orders shall reflect starting time and completion time of each maintenance project reflecting the total man hours required for completion by stamping the work order in the time clock.

**ARTICLE XXV
TRANSFERS AND REASSIGNMENTS**

A. Teachers - Voluntary

- 1. No later than May 15 of each school year, the Superintendent shall notify the Association and post in all school buildings, a list of the known professional vacancies which shall occur during the following school year. A teacher may apply for any position so listed within fifteen (15) school days of posting.
- 2. As soon as practicable, and no later than June 15, the Superintendent shall provide the Association with a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- 3. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied without explanation. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be regarded as a new request.

B. Teachers - Involuntary

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency not later than May 15.
2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may, at his/her option, have an Association representative present at such meeting.
3. A teacher being involuntarily transferred or reassigned shall not be caused to suffer a reduction in rank or in total compensation without just cause.

C. Custodians/Maintenance

1. Employees shall have four (4) working days notice on transferring to another school.
2. Transfer requests shall be afforded consideration by the Board when made in writing. However, in the event the Board fails to honor the transfer request, such refusal shall not be subject to the Grievance Procedure.
3. When the Board determines that a vacancy exists, the following procedure shall be followed:
 - a. Post, and send to the head custodian to post on Association boards for a period of five (5) full school days during which time an employee may apply in writing to the Superintendent or his/her designee, that employee's desire to fill the position. If no candidate acceptable to the Board applies by the end of the fifth day, the Board may give an employee a written notice of transfer at least one (1) week prior to starting at the new location.
 - b. The foregoing procedure shall apply only to the first opening. All other openings which arise subsequently from the filling of that first opening shall be filled in accordance with the provisions of Paragraph B(1).

**ARTICLE XXVI
TEACHERS' EVALUATIONS**

- A. The Administration and the Rockaway Township Education Association, recognize that the evaluation procedure approved by the Instructional and Administrative Councils in June 1970, is an ongoing instrument that may be changed at any time by mutual consent of the Administration and of the Rockaway Township Education Association, subject to final approval by the Board of Education.

- B. The evaluation procedure approved by the Instructional and Administrative Councils in June 1970 is amended as follows:
1. Observations of non-tenured staff will be a minimum of twenty (20) calendar days apart unless directed by the superintendent.
 2. Non-tenured teachers will receive their written observation and post conference within ten (10) calendar days of the observation unless there are extenuating circumstances such as inclement weather, illness, etc.
 3. Of the three observations required for non-tenured staff members two will have pre-conferences unless the staff member opts not to have a pre-conference. All teachers will have a post observation conference.
 4. All tenured teachers shall have a choice of a Standard Model or an Alternate Model. The standard model shall consist of one (1) observation and the present evaluation procedure. The alternate model will offer a choice of the following: Portfolio, Interactive Journals, Action, Research, Curriculum Project, Collegial Partnership and Teacher Designed Plan.

**ARTICLE XXVII
CUSTODIANS/MAINTENANCE
TENURE STATUS/EVALUATION**

- A. The Board agrees to grant tenure status to custodial and maintenance staff personnel after three (3) full years of continuous service, providing a satisfactory evaluation is maintained.
- B. An employee shall be given written notice of unsatisfactory performance and/or the possibility of the withholding of an increment and in the case of a non-tenured employee, the possibility of termination. Such notice shall advise the employee that the performance of the employee will be reviewed no later than thirty (30) days from date of notice. At such time, the Board shall take such action as it deems appropriate. The employee shall have the right to be represented by up to two (2) representatives of his/her choosing at the review.
- C. Upon request, an employee, after giving reasonable notice, shall have the right (not more than twice a school year), and on such employee's own time, to review the contents of his/her personnel file.

**ARTICLE XXVIII
PROMOTIONS**

- A. Teachers - Promotions

All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session, a notice shall be posted in each school as far in advance as

practical, ordinarily at least two weeks (14 calendar days) before the final date when applications must be submitted and in no event less than one week (7 calendar days) before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position for which they desire to apply and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. In addition, the Superintendent shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

2. In both situations set forth in section 1 above, the qualifications for the position, its duties, and when possible, the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed after posting as set forth in Section 1 of this Article. The Board may also advertise for and consider applicants from outside Rockaway Township School System.
3. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. Whenever possible, appointments shall be made not later than sixty (60) days after the closing date for applications for the specific position vacancy.

B. Custodians/Maintenance - Promotions/Layoffs

1. The Board agrees to post promotional openings to higher paid positions such as head custodians and maintenance employees positions. Copies thereof shall be forwarded to the Secretary of the Association for posting on the Association bulletin board.
 - a. Qualified persons from staff will be given full consideration for promotion. Seniority will be recognized but not as a sole factor.
 - b. When openings in the maintenance classifications occur, consideration shall be given to qualified custodial staff personnel.
2. When the Board determines that a vacancy exists or when a "current" employee is hired for a posted position and a vacancy is created in the job that the employee left/vacated, then the Board shall:
 - a. Post, and send to the head custodian/maintenance person, notices of any such vacancy in all buildings with such information as job title, salary range,

qualifications, duties and last date applications will be accepted.

- b. In no case shall the time between the posting of the vacancy and the deadline for making application be less than five (5) working days, nor more than seven (7) working days.
- c. Any employee who does not submit his/her bid within the aforesaid time period shall have no right to fill that particular position.

3. Layoffs

In the event layoffs become necessary, seniority shall be the determining factor within classifications and provided the employee is qualified to perform the work without further training.

**ARTICLE XXIX
BEDSIDE TEACHING**

- A. Teachers interested in bedside instruction shall notify their building principal who shall recommend to the Superintendent teachers to fill bedside assignments.
- B. See Current stipend rate.

**ARTICLE XXX
SUMMER SCHOOL**

- A. All professional positions in the summer school shall be adequately publicized by the Superintendent in accordance with the established procedure. Summer school openings shall be published as soon as possible after awareness of vacancies and teachers shall be notified as soon after May 30 as possible.
- B. The Board shall assume the responsibility for providing all necessary materials and supplies before the summer school session begins so that all programs can commence on the first day.
- C. Salaries for summer school/enrichment sessions will be based on the current stipend hourly rate.
- D. All coordinators of the summer school session shall receive an additional stipend which shall be subject to negotiations between the parties.
- E. Individual summer school teachers shall not be required to work on the Friday preceding a Saturday, July 4th. Individual summer school teachers shall not be required to work on the Monday following a Sunday, July 4th. This legal holiday may be taken without penalty. However, the teacher may be required to make-up the day to fulfill the total summer school workday obligation required of all summer school teachers.

**ARTICLE XXXI
TEACHERS' FACILITIES**

- A. To the extent that facilities permit, the Board shall make available a properly furnished lounge and/or work study room for teachers in each building. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.
- B. The Board shall keep the schools reasonably and properly equipped and maintained, including appropriate storage facilities in each classroom for teaching materials, subject to budgetary limitations.
- C. Upon request of the Association, vending machines shall be installed in the teacher's lounge. The Association shall assume full and clear responsibility for these machines and for all costs related thereto.
- D. In each school building, two (2) computers will be made available for teacher use.

**ARTICLE XXXII
TEACHERS' PROFESSIONAL DEVELOPMENT**

- A. All fully certified personnel shall receive tuition reimbursement for graduate credit hours subject to the following conditions:
 - 1. The application for tuition reimbursement shall be made in writing to the Superintendent. the Superintendent shall notify the applicant of approval or disapproval within five (5) working days of receipt of the application. In the event that a previously approved course is closed at the time of registration, a matriculated student may enroll in another course with the approval of his advisor. Non-matriculated students may enroll in another course, later seeking the approval of the Superintendent or designee, in order that the students may withdraw from the course, if necessary.
 - 2. To be reimbursed, students must pass the course.
 - 3. Tuition receipt must be presented to Board Office.
 - 4. Maximum of nine (9) credit hours between September 1 and August 31 of the following year, except that first year teachers shall be limited to six (6) credit hours of reimbursement.
 - 5. Recipient must be an employee of the school district to receive payment.
 - 6. The tuition rate effective July 1, 1997, shall not exceed the average tuition credit or

rate at Montclair State College, William Paterson College, Kean College, and Rutgers University.

7. Section 127 Educational Assistance Plan shall be utilized for up to the nine (9) credit limit for tuition reimbursement only.
- B.
1. In order to receive tuition reimbursement, all paperwork must be submitted to the Personnel Office within sixty (60) days of the completion of each course taken.
 2. Appropriate payment for tenured employees shall be made within sixty (60) days after proper claim is presented to the Board office.
 3. Non-tenured personnel shall receive payment in three (3) equal annual installments; first payment to be made within sixty (60) days after proper claim is presented to the Board Office.
- C. Reimbursement shall be limited to courses taken within the continental United States.
- D. Approved courses must be designed and intended to improve the teacher's performance in his or her classroom or area of assignment. Internet, video and correspondence courses shall be eligible for tuition reimbursement when they are required as part of a matriculated program and receive the prior approval of the Superintendent.
- E. Inservice workshops will be considered for credit toward salary scale advancement as follows:
1. Certified staff can apply in-district inservice workshops for movement on the salary guide only if the course work is approved by a district administrator and pre-approved by the Superintendent.
 2. Certified staff who require specific course work for maintenance of licensure or where in-district inservice courses do not address their area of certification or licensure can apply out-of-district inservice workshops for movement on the salary guide. All inservice workshops must be approved by the Superintendent or designee prior to acquisition.
 3. One (1) inservice workshop credit may be approved for ten (10) hours of course work when those hours are accumulated beyond the contractual work day without pay compensation and with a pre-approval of the Superintendent or designee.
 4. Movement from a step on one scale to the corresponding step on the next higher scale becomes effective on September 1 of the year in which the teacher has furnished the Superintendent acceptable evidence of the completion of the study required for placement on the higher scale. Acceptable evidence of the completion of the course work must be furnished to the Superintendent not later than September 10 of the year in which the salary change is to be initiated. Payment for salary

reclassification is not retroactive, but is initiated on September 1 of the year the level of training has been duly certified to and accepted by the Superintendent or designee.

ARTICLE XXXIII INSTRUCTIONAL COUNCIL

The Board recognizes the value of an Instructional Council and to that end such a Council has been established. Any future changes in the purposes and procedures of the Instructional Council shall be made by mutual consent between the Board of Education and the Rockaway Township Education Association.

ARTICLE XXXIV MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The teachers recognize that they bear the primary responsibility for maintaining proper control and discipline in the classroom, but the Board must recognize its responsibility to provide the teachers with administrative backing and support. The teachers also recognize that all disciplinary actions and methods invoked by them shall be reasonable and just in accordance with established Board policy. However, if the teacher exhausts all reasonable methods of student control, he/she shall report the name of each problem student to the principal for specific assistance from skilled personnel.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or designee.
- C. The Board agrees to reimburse the injured teacher for all loss to personal property incurred in such School-centered incidents with the exclusion of all items already covered by insurance. Also, any time lost by such teacher not covered by workmen's compensation shall not be charged against the teacher. The Board shall not be required to bear these expenses if a teacher is adjudged guilty of a violation of lien by a court of competent jurisdiction.

ARTICLE XXXV TEACHERS' PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his/her assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Rockaway Township School District. Free discussion of controversial issues is the heart of the democratic process. Through the study of such issues (political, economic, or social), youth develop those abilities needed for functional citizenship in our democracy. Whenever appropriate for the maturation level of the group, controversial issues may be studied in an unprejudiced and dispassionate manner. It shall be the duty of the teacher to foster the study of an issue and not to reach a particular viewpoint in regard to it.

**ARTICLE XXXVI
CUSTODIANS/MAINTENANCE PERSONNEL UNIFORMS**

- A. Upon completion of a sixty (60) day probationary period, custodial employees will be supplied with three (3) sets of uniforms annually. Maintenance Personnel and the Maintenance Clerk will be supplied with four (4) sets of uniforms annually. A set is defined as consisting of one (1) pair of pants and one (1) shirt (either a long or short sleeve shirt).
- B. Female Custodians/Maintenance Personnel shall receive an annual clothing allowance of \$75.00 in lieu of uniforms and coveralls, provided in Paragraph A and B hereof, with which money uniforms are to be purchased.
- C. Uniforms shall be ordered for employees no later than June 1st preceding the contract year.
- D. Foul weather gear, including boots, goggles and rain gear jackets, shall be provided for maintenance employees and it is understood and agreed that this equipment is the property of the Board of Education and shall not be removed from Board of Education premises. A new winter jacket shall be purchased every three years with new employees receiving a jacket on next rotation.
- E. All bargaining unit employees shall wear Board provided uniforms at all times while on duty.
- F. Each unit member will receive an allowance of \$100.00 per year. This allowance will be paid upon submission of proof of payment for an appropriate pair of work shoes. Appropriate work shoes must be worn on the job by all employees.
- G. The Board shall provide photo identification badges that employees shall carry while performing their duties.

**ARTICLE XXXVII
CUSTODIANS/MAINTENANCE VACATIONS**

- A. All contractual employees of the Association shall be granted annual vacations based on the following schedule:

1 year -	-	2 weeks
2 years -		2 weeks and 2 days
3 years -		2 weeks and 3 days
4 years -		2 weeks and 4 days
5 years -		3 weeks
10 years-		4 weeks

- B. All employees will schedule vacation at a time mutually agreeable to the employer and may be consecutive if desired by the employee.
- C. Head Custodian/Maintenance will not schedule vacation time on the last two weeks of August or the first week of September. Head Custodians who work at schools that are open for summer sessions will not take vacations during that period.
- D. Employees will be supplied with vacation forms by April 1st of each school year, which forms shall be returned to the Board by May 1st, and the employee shall set forth thereon the vacation period the employee desires. The Board shall post a vacation schedule by June 1st. In the event an employee fails to return the form within the time period herein specified, then, in the event of conflict, the employee shall have no recourse to assert his/her seniority rights.
- E. Seniority shall be the determining factor when vacation requests conflict with one another.
- F. Annual vacation benefits for a given school year shall be based on the employee's full and complete years of service in the district as of June 30th of the preceding school year.

1. For the purpose of clarification:

An employee's number of full years of service on June 30th shall determine the vacation period to which he/she will be entitled for the school year beginning July 1st of the previous calendar year. An employee who started in the district on November 4th, and will have completed three (3) full years of service by June 30th of the current school year will, therefore, be entitled to the benefits listed for employees with three (3) years of service - two weeks and three days.

2. First year employees:

Employees who have completed less than one (1) full and complete year of service by June 30th shall be entitled to a vacation equivalent to 10/12 of one day for each month of service completed by June 30th.

For the purpose of clarification:

During the school year July 1st through June 30th, a first year employee who started after the first day of:

July	-	Shall be entitled to	9 days
August	-		8 days
September	-		8 days
October	-		7 days
November	-		6 days
December	-		5 days
January	-		4 days
February	-		3 days
March	-		2 days
April	-		2 days
May	-		1 day
June	-		0

**ARTICLE XXXVIII
CUSTODIAN/MAINTENANCE HOLIDAYS**

- A. All contractual employees of the Association shall be granted ten (10) days annually, to include the following basic days: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, one-half day on Christmas Eve, and one-half day on New Year's Eve.
- B. Two (2) additional days by mutual agreement with school calendar as guide.
- C. If a holiday falls on a weekend, another closed day on the school calendar shall be granted after agreement between the Superintendent and his/her designee and the Association as to what the other day shall be.

**ARTICLE XXXIX
CUSTODIAN/MAINTENANCE
EMPLOYER OR ASSOCIATION MEETINGS**

- A. Employer/Employee Relations Meeting
 - 1. The Board shall grant time off with pay and provide adequate coverage to allow Association representatives to participate in employer/employee relations meeting. Such meetings shall be on a mutually agreed upon schedule.
 - 2. Meetings may include discussions relating to safety and human relations, but shall not include discussions of grievances.

B. Association Meetings

1. The Association shall notify the Board at least seventy-two (72) hours in advance of its intent to use the facilities for meetings and the Board shall grant permission for the use of said facilities provided there is no conflict with normal school activities.
2. The Association may provide a bulletin board at each school in the Boiler Room and/or Maintenance Department upon which it may post notices to its membership.

**ARTICLE XXXX
CUSTODIAN/MAINTENANCE
PAYMENT AT RETIREMENT**

- A. Effective July 1, 1989, each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-fourth of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.
- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each four (4) days of earned and unused accumulated sick leave, less any leave days used in the five (5) years preceding retirement, except for funeral leave or jury duty, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/240 of the salary received during the last year of employment, provided, however, that no such lump sum supplemental compensation payment shall exceed \$6,000.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates a valid reason to waive the November 1st notice date, he/she will receive the benefits provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.
- D. Employees who would otherwise be eligible for compensation pay at retirement, but do not retire from the employ of the Board because of death, shall have payment for any eligibility for compensation as provided by Article XXXXV made to their estate.

**ARTICLE XXXXI – STAFF ASSISTANTS
PAYMENT AT RETIREMENT**

- A. Each employee shall be entitled, upon retirement for service and age or disability from a state-administered retirement system, to receive a lump sum payment for one-third of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. A minimum of five (5) years' service is required for eligibility.
- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each three (3) days of earned and unused accumulated sick leave, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/180 of the salary received during the last year of employment.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the "Board" on or before November 1st of the prior year on which the retirement becomes effective. However, the "Board" will consider waiving the sixty-day notice in cases of emergency or unexpected circumstances.
- D. A cap on the supplemental compensation will be established at \$2,500.00.

**ARTICLE XXXXII - FILLING VACANCIES
STAFF ASSISTANTS**

- A. All openings for staff assistants' positions in the district will be posted in all schools as far in advance as applicable. A copy of all vacancy postings shall be given to the president of the Association.
- B. Qualified staff assistants will be given first consideration for filling vacant positions. It is understood and agreed that the "Board" may simultaneously advertise the opening and that there is no obligation to fill the position from within the bargaining unit. The "Board" agrees to consider all applications but it is understood and agreed that the "Board" has complete discretion to make the final decision concerning the filling of the position.
- C. Any part-time employee moving to full-time employment as a staff assistant will receive full credit for years worked. i.e. 1 years P/T = 1 year F/T

**ARTICLE XXXXIII - REDUCTION IN FORCE
STAFF ASSISTANTS**

- A. Any anticipated or planned reduction in the number of staff assistants employed in the school district shall not be implemented or effected without sixty (60) days notice to the President(s) of the Rockaway Township Education Association. Following such notice, a meeting between the representatives of the “Association” and representatives of the “Board” shall occur at least thirty-one (31) days prior to the effective date of the anticipated or planned reduction, at which meeting the “Association” representatives will be apprized of the details of the planned reduction in force.
- B. Staff assistants shall be evaluated no less than once per year by the building Principal who will include teacher input where appropriate. Procedures for evaluation and criteria for same shall conform to existing policies and practices to date. The Rockaway Township Education Association shall receive, upon request, a distribution and copy of evaluation policy and criteria pursuant to which staff assistants are evaluated. Staff assistants shall ordinarily be notified of continued employment pursuant to the terms of this Article, not later than April 30th of the existing school year. There shall be no change in the procedures and practice for the evaluation of employees set forth in this paragraph without prior discussion between the “Association” and the “Board” representatives.
- C. Every one year of part-time employment will be considered as the equivalent of one year of full-time employment.
- D. Any full-time staff assistants who are reduced to part-time employment and then go back to full-time will not lose seniority.
- E. Every attempt will be made to implement this section with the least possible effect upon the Association.

**ARTICLE XXXXIV- EDUCATIONAL ADVANCEMENT
STAFF ASSISTANTS**

Salary adjustments due to education credits earned by members of the Association will be based upon the following criteria:

- 1. Each credit is equal to ten (10) hours of formal instruction or attendance at approved courses, workshops or seminars.
- 2. A salary increase of \$200.00 for each five (5) credits earned will be applied to the base pay of the member for the school year following the accumulation of the five (5) credits. The school year will be from July 1st to June 30th.
- 3. No credit will be given for any courses, workshops or seminars that take place during the regular workday.

4. Approval of immediate supervisor as well as the Superintendent of Schools must be obtained in advance of attendance at course, workshop or seminar whether it is taken for credit or reimbursement. Approval will be based upon applicability of course, workshop or seminar to current assignment of member.
5. Validation of attendance or transcript of completed work will be required for application of credit.

**ARTICLE XXXV
MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. 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 in all other provisions or applications shall continue in full force and effect.
- C. 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; nor shall there be any verbal understanding which circumvents this Agreement, unless by mutual agreement of the Board and the Association.
- D. Copies of this Agreement shall be provided at the expense of the Board and the Association within a reasonable amount of time after the Agreement is signed and presented to all employees covered by this Agreement now employed or hereafter employed. Any person considered for employment by the Board shall have made available to him/her a copy of the contract for inspection at the Board offices. The contract shall be prepared in booklet form. The Board will supply five (5) copies of the booklet to the Association. Should the Association desire any additional copies, it may arrange for the purchase of same.
- E. The Board will continue to provide field trip experiences, including those which extend beyond the normal school day.
- F. Supplemental teachers will continue to receive existing pro-rated benefits. Supplemental teachers will not receive benefits which they do not presently receive, such as insurance coverages.

G. Teachers' Extended Field Trip

Administrative day shall be:

1. Compensatory Day for extended day trip.
2. Recorded as an Administrative Day for Personnel Records
3. Carried into next year, but utilized prior to the extended day field trip in the next year.
4. May be used in accordance with the procedures for utilization of a personal day except that with prior approval and at the discretion of the Superintendent. The administrative day may be used to extend a vacation or a holiday period.
5. Non-cumulative and may not be added to any other days such as sick or personal days.
6. Calculated as the time beyond the length of a teacher's workday for the extended day field trip.

H. Public Relations Material

The Board agrees to make available to the Association, in response to reasonable requests advance notice, data pertinent to the school district that is made available to residents of the Township of Rockaway.

I. Security

Whenever the Board may determine it advisable to utilize custodial and maintenance employees for security purposes, security patrols shall be selected on a rotating seniority basis.

J. Mileage

When authorized by the Board or its designee, custodial and maintenance employees shall be paid the mileage rate in effect at that time (forty cents (.40) per mile) for the use of the employee's personal vehicle.

K. Safety

Unsafe or hazardous conditions shall be reported on the form provided by the Board.

The Board shall provide a form in each building by means of which a custodian/maintenance person shall report damage, unruliness, or other misuse of the building by outside groups.

The Board and the Association agree to enter into discussions concerning safety problems and the formulation of safety program.

L. Accidents

Any custodian/maintenance person who sustains an injury on the job shall report the injury to his/her immediate supervisor (either the Head Custodian/Maintenance Person or the Supervisor of Buildings & Grounds) and provided he/she is then able to do so shall also report the injury to the building nurse on the day shift. The injured custodian/maintenance person shall complete an Accident Report form supplied by the Board before the end of the work shift and shall turn same over to his/her supervisor.

This clause pertains to those injuries sustained while a custodian/maintenance person is "on-site." The insurance coverage is provided under workmen's compensation rules in this instance only.

All other injuries, including those sustained while in transit to work, are covered under separate insurances including major medical and hospitalization.

M. Staff Assistants shall have the right to examine his/her personnel file.

N. Whenever any representative of the Association or any Staff Assistant is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

**ARTICLE XXXIX
DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2005 continuing in full force and effect until June 30, 2008.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. **IN WITNESS WHEREOF** the parties hereto have caused this Abbreviated Contract to be signed by their respective presidents and attested by their respective secretaries.

President of the Board Date

President of the Association Date

President of the Association Date

Secretary of the Board Date

Secretary of the Association Date

SCHEDULE A-1

Teachers Salary Guide
School Year 2005-2006

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	41,465	41,880	42,295	44,163	44,578	44,993	45,408	45,823	46,653
2	42,525	42,940	43,355	45,223	45,638	46,053	46,468	46,883	47,713
3	43,895	44,310	44,725	46,593	47,008	47,423	47,838	48,253	49,083
4	45,265	45,680	46,095	47,963	48,378	48,793	49,208	49,623	50,453
5	46,631	47,046	47,461	49,329	49,744	50,159	50,574	50,989	51,819
6	47,996	48,411	48,826	50,694	51,109	51,524	51,939	52,354	53,184
7	49,361	49,776	50,191	52,059	52,474	52,889	53,304	53,719	54,549
8	50,657	51,072	51,487	53,355	53,770	54,185	54,600	55,015	55,845
9	51,955	52,370	52,785	54,653	55,068	55,483	55,898	56,313	57,143
10	53,251	53,666	54,081	55,949	56,364	56,779	57,194	57,609	58,439
11	54,549	54,964	55,379	57,247	57,662	58,077	58,492	58,907	59,737
12	55,845	56,260	56,675	58,543	58,958	59,373	59,788	60,203	61,033
13	57,123	57,582	58,055	60,141	60,601	61,077	61,536	62,009	62,939
14	58,376	58,835	59,308	61,394	61,854	62,330	62,789	63,262	64,192
15	59,630	60,089	60,562	62,648	63,108	63,584	64,043	64,516	65,446
16	62,087	62,546	63,019	65,105	65,565	66,041	66,500	66,973	67,903
17	64,587	65,046	65,519	67,605	68,065	68,541	69,000	69,473	70,403
18	67,857	68,393	68,945	71,277	71,817	72,369	72,909	73,457	74,544
19	70,757	71,293	71,845	74,177	74,717	75,269	75,809	76,357	77,444
20	74,057	74,593	75,145	77,477	78,017	78,569	79,109	79,657	80,744
21	79,757	80,293	80,845	83,177	83,717	84,269	84,809	85,357	86,444

SCHEDULE A-2

Teachers Salary Guide
School Year 2006-2007

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1-2	43,897	44,347	44,797	46,822	47,272	47,722	48,172	48,622	49,522
3	44,897	45,347	45,797	47,822	48,272	48,722	49,172	49,622	50,522
4	46,262	46,712	47,162	49,187	49,637	50,087	50,537	50,987	51,887
5	47,622	48,072	48,522	50,547	50,997	51,447	51,897	52,347	53,247
6	48,982	49,432	49,882	51,907	52,357	52,807	53,257	53,707	54,607
7	50,347	50,797	51,247	53,272	53,722	54,172	54,622	55,072	55,972
8	51,647	52,097	52,547	54,572	55,022	55,472	55,922	56,372	57,272
9	52,947	53,397	53,847	55,872	56,322	56,772	57,222	57,672	58,572
10	54,247	54,697	55,147	57,172	57,622	58,072	58,522	58,972	59,872
11	55,547	55,997	56,447	58,472	58,922	59,372	59,822	60,272	61,172
12	56,847	57,297	57,747	59,772	60,222	60,672	61,122	61,572	62,472
13	58,122	58,572	59,022	61,142	61,592	62,042	62,492	62,942	63,842
14	59,372	59,822	60,272	62,392	62,842	63,292	63,742	64,192	65,092
15	60,622	61,072	61,522	63,642	64,092	64,542	64,992	65,442	66,342
16	63,082	63,532	63,982	66,102	66,552	67,002	67,452	67,902	68,802
17	65,582	66,032	66,482	68,602	69,052	69,502	69,952	70,402	71,302
18	68,847	69,297	69,747	72,267	72,717	73,167	73,617	74,067	74,967
19	71,747	72,197	72,647	75,167	75,617	76,067	76,517	76,967	77,867
20	75,557	76,007	76,457	78,977	79,427	79,877	80,327	80,777	81,677
21	81,257	81,707	82,157	84,677	85,127	85,577	86,027	86,477	87,377

SCHEDULE A-3

Teachers Salary Guide
School Year 2007-2008

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	45,707	46,187	46,667	48,827	49,307	49,787	50,267	50,747	51,707
2-3	46,457	46,937	47,417	49,577	50,057	50,537	51,017	51,497	52,457
4	47,457	47,937	48,417	50,577	51,057	51,537	52,017	52,497	53,457
5	48,692	49,172	49,652	51,812	52,292	52,772	53,252	53,732	54,692
6	49,957	50,437	50,917	53,077	53,557	54,037	54,517	54,997	55,957
7	51,222	51,702	52,182	54,342	54,822	55,302	55,782	56,262	57,222
8	52,487	52,967	53,447	55,607	56,087	56,567	57,047	57,527	58,487
9	53,757	54,237	54,717	56,877	57,357	57,837	58,317	58,797	59,757
10	55,032	55,512	55,992	58,152	58,632	59,112	59,592	60,072	61,032
11	56,307	56,787	57,267	59,427	59,907	60,387	60,867	61,347	62,307
12	57,582	58,062	58,542	60,702	61,182	61,662	62,142	62,622	63,582
13	58,857	59,337	59,817	61,977	62,457	62,937	63,417	63,897	64,857
14	60,132	60,612	61,092	63,252	63,732	64,212	64,692	65,172	66,132
15	61,932	62,412	62,892	65,052	65,532	66,012	66,492	66,972	67,932
16	63,932	64,412	64,892	67,052	67,532	68,012	68,492	68,972	69,932
17	66,397	66,877	67,357	69,517	69,997	70,477	70,957	71,437	72,397
18	69,862	70,402	70,952	73,282	73,822	74,382	74,922	75,462	76,552
19	73,827	74,367	74,917	77,247	77,787	78,347	78,887	79,427	80,517
20	78,192	78,732	79,282	81,612	82,152	82,712	83,252	83,792	84,882
21	82,757	83,297	83,847	86,177	86,717	87,277	87,817	88,357	89,447

SCHEDULE B-1

Custodians Salary Guide
School Year 2005-2006

Step	Custodian	
1	28,865	
2	29,205	
3	29,595	
4	30,035	
5	30,525	
6	31,065	
7	31,655	
8	32,295	
9	32,985	
10	33,725	
11	34,515	
12	35,355	
13	36,245	
14	37,845	
15	39,945	
16	42,245	
17	44,745	
18	47,445	
19	50,345	

SCHEDULE B-2

Custodians Salary Guide
School Year 2006-2007

Step	Custodian	
1-2	30,070	
3	30,370	
4	30,750	
5	31,230	
6	31,770	
7	32,360	
8	33,000	
9	33,690	
10	34,430	
11	35,220	
12	36,060	
13	36,950	
14	38,600	
15	40,755	
16	43,110	
17	45,660	
18	48,405	
19	51,345	

SCHEDULE B-3

Custodians Salary Guide
School Year 2007-2008

Step	Custodian
1	30,960
2-3	31,260
4	31,560
5	31,860
6	32,190
7	32,875
8	33,610
9	34,395
10	35,230
11	36,115
12	37,050
13	38,035
14	39,600
15	41,515
16	43,930
17	46,540
18	49,345
19	52,345

SCHEDULE C-1

Maintenance Salary Guide School Year 2005-2006

Step	Maintenance
1	29,385
2	29,725
3	30,115
4	30,555
5	31,045
6	31,585
7	32,175
8	32,815
9	33,505
10	34,245
11	35,035
12	35,875
13	36,765
14	38,365
15	40,465
16	44,377
17	47,745
18	49,653
19	52,972

SCHEDULE C-2

Maintenance Salary Guide School Year 2006-2007

Step	Maintenance
1-2	31,070
3	31,370
4	31,750
5	32,230
6	32,770
7	33,360
8	34,000
9	34,690
10	35,430
11	36,220
12	37,060
13	37,950
14	39,600
15	41,755
16	45,242
17	48,660
18	50,613
19	53,972

SCHEDULE C-3

Maintenance Salary Guide
School Year 2007-2008

Step	Maintenance
1	32,210
2-3	32,510
4	32,810
5	33,110
6	33,440
7	34,125
8	34,860
9	35,645
10	36,480
11	37,365
12	38,300
13	39,285
14	40,850
15	42,765
16	46,062
17	49,540
18	51,553
19	54,972

SCHEDULE D-1

Staff Assistants Salary Guide
School Year 2005-2006

Step	Full Time
1	13,295
2-3	13,385
4	13,495
5	13,590
6	13,970
7	14,370
8	14,780
9	15,230
10	15,880
11	16,170
12	16,670
13	17,190
14	17,800
15	18,420
16	19,050
17	19,690
18	20,435

Step	Part Time
1	12.80
2-3	13.00
4	13.42
5	13.87

SCHEDULE D-2

Staff Assistants Salary Guide
School Year 2006-2007

Step	Full Time
1-2	13,860
3-4	13,980
5	14,060
6	14,405
7	14,805
8	15,225
9	15,665
10	16,125
11	16,605
12	17,105
13	17,605
14	18,215
15	18,835
16	19,465
17	20,105
18	20,886

Step	Part Time
1	13.13
2	13.53
3-4	13.98
5	14.37

SCHEDULE D-3

Staff Assistants Salary Guide
School Year 2007-2008

Step	Full Time
1	14,295
2-3	14,395
4-5	14,495
6	14,835
7	15,236
8	15,655
9	16,095
10	16,555
11	17,035
12	17,535
13	18,035
14	18,645
15	19,265
16	19,895
17	20,535
18	21,360

Step	Part Time
1	13.74
2	14.14
3	14.54
4	14.94