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THIS BOOK DOES
NOT CIRCULATE

NEGOTIATED
TEACHERS' CONTRACT
1969-70

ROXBURY TOWNSHIP
BOARD OF EDUCATION
SUCCASUNNA, N. J.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper officer and caused their proper seals to be hereunto affixed this 29th day of September, 1969.

Board of Education of the
Township of Roxbury

BY Edward Kishigawa
President

ATTEST: Andrew George
Secretary

Roxbury Education Assoc., Inc.

BY Ruth D. Antonis
President

ATTEST: Seigid J. Kearney
Secretary

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ARTICLE IRECOGNITION

The negotiation agent determined by Chapter 303, the Roxbury Education Association, Inc., will represent the following certificated personnel employed by the Roxbury Board of Education:

Classroom Teachers
Nurses
Helping Teachers
Resource Personnel
Guidance Director

but will exclude:

Assistant Superintendents
Principals
Vice-Principals

To retain such official recognition the Association agrees to submit a certified membership list no later than October 15 of each year during the period in which this agreement is in effect.

ARTICLE II

PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Areas for Discussion and Agreement

The Association and the Board have agreed to negotiate, in good faith, matters related to terms and conditions of employment.

B. Negotiating Teams

Designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of negotiating terms and conditions of employment under Chapter 303, Public Laws of 1968.

Neither party in any negotiations shall have control over selecting of the negotiating or negotiating representatives of the other and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

C. Opening negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. During vacations the Board will meet within the specified time limit or at its next regularly scheduled meeting. In any given school year, such request shall be made on or before October 1. A list of issues proposed for negotiations shall be submitted in writing by the Association to the Board's delegated representatives and the Board's proposals to the delegated representatives of the Association at the first meeting so designated for the presentation of issues. Each formal negotiation meeting date must be agreed upon by the negotiating teams prior to the conclusion of the previous meeting. Later, however, the chairman of the respective teams may mutually agree to an alternate date.

D. Negotiating Procedures

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. If an impasse is reached, the procedures outlined in the law, Chapter 303, Public Laws of 1968, will be utilized.

ARTICLE II, cont'd.

E. Exchange of Information

Both parties and/or the Superintendent shall furnish information pertinent to the issues under consideration as long as such information is within the public domain.

F. Consultants

In the event consultants are called upon during the negotiating sessions the expenses will be borne by the party requesting the assistance.

G. Reaching Agreement

When consensus is reached covering all the areas under negotiation, the proposed total agreement shall be reduced to writing by representatives of the negotiating parties and a copy submitted to the Association Team and the Board. After the recommendations have been approved by a majority of the Association membership and by a majority of the Board, the Board will take such actions as are necessary to make them official. The terms and conditions of employment provided in this agreement shall remain in effect one year beginning September 1, 1969 unless otherwise mutually agreed to by both parties.

ARTICLE III, cont'd.

4. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the superintendent specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the result of previous discussions
 - (d) his dissatisfaction with decisions previously rendered

The superintendent shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.

5. If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education.

The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and the aggrieved wishes review by a third party they shall so notify the Board through the superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:

- (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

- (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.

ARTICLE III, cont'd.

- (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
7. (a) The procedure as prescribed by law (19:12-14 of RULES AND STATEMENT OF PROCEDURE BY PERC, 1968) will be used to secure the services of an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- (c) Rights of teachers to representation:
1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, provided he notifies the Association in writing and releases the Association accordingly, or, at his option, by a representative selected or approved by the Association.
 2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
 3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.
- (d) The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE III, cont'd.

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- (a) the nature of the grievance
- (b) the nature and extent of the injury, loss or inconvenience
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ARTICLE III, cont'd.

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3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

- (d) The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE IVTEACHER RIGHTS

The Board hereby agrees that every professional employee of the Board shall have the rights conferred by law to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and for mutual aid and protection.

No teacher shall be disciplined or reprimanded without just cause. Any such action brought by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure stated herein.

ARTICLE VASSOCIATION RIGHTS

- A. The Board agrees to provide to the Association available information concerning the financial resources of the school district and such other information which may be necessary for the Association to process any grievance or complaints, as long as such information is furnished in accordance with the provisions of the right-to-know law.
- B. Representatives of the Roxbury Education Association, Inc., of the M.C.E.A., of N.J.E.A., and of N.E.A., shall have the right, subject to the approval of the building principal, to meet with teachers during the preparation periods or lunch periods or after school to carry out appropriate Association business. The approval of the building principal will not be capriciously denied. In the absence of the principal, approval may be secured from the vice-principal or the superintendent's office.
- C. The Association shall have the right to use school facilities and equipment with permission, in accordance with the same policy that holds for any other organization or group in the community, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies that are used.
- D. The Board will provide the Association with a copy of the agenda for each official Board meeting, at the same time it is presented to the Board members.
- E. A maximum of five (5) teacher days per year shall be allowed the Association for conducting business affairs that affect the welfare of its members. The Association will pay for the cost of substitutes and the time will not be deducted from the representatives personal leave bank.

ARTICLE VI

TEACHER TIME

It shall be the responsibility of the teacher to arrive at school twenty (20) minutes before the pupil instruction day begins, and to leave fifteen (15) minutes after the close of the pupil instructional day providing there is no necessity for after school meetings, or if emergencies do not require teacher supervision of pupils beyond the stipulated time. After school meetings include departmental, curriculum, and committee meetings in addition to regular faculty meetings. Split or double sessions will require time schedules that will be determined by the building principal, but the arrival and departure times shall remain as above.

On Fridays or on days preceding holidays or vacations the teachers day shall end after the departure of the school buses unless an emergency requires their retention to supervise pupils.

A day shall be set aside for faculty or other meetings. Such meetings shall begin no later than 10 minutes after student dismissal and shall run no more than sixty (60) minutes unless an emergency requires more time. Also, in case of emergencies, additional meetings will be held.

ARTICLE VIITEACHER LOAD & CLASS SIZE

- A. The Board agrees to continue its efforts to achieve proper class size taking into consideration the financial resources of the district, and that which is administratively feasible.
- B. Duty Free Lunch - as prescribed by law, every teacher shall have a duty free lunch period each day or an equivalent amount of time.
- C. No teacher shall be required to accept a class assignment outside his area of certification.
- D. High School and Junior High School Level Preparation Period. All teachers in this category shall, in addition to their duty free lunch period, have at least one period each day for preparation and planning. This period would be subject to emergency use by the administration.
- E. Whenever feasible, the special classes such as Physical Education, Art, Music, etc., will be scheduled to permit every elementary teacher to have one free period per day.

ARTICLE VIIISCHOOL CALENDAR

Two (2) representatives of the R.E.A. will be appointed to act in an advisory capacity to the administration to draw up a school calendar for the ensuing school year. This proposed calendar shall be presented to the Board for its consideration.

ARTICLE IXNON-TEACHING DUTIES

Teachers shall not be required to drive students to activities which take place away from the school building. In the event such activities occur, the Board shall provide adequate transportation.

ARTICLE XTEACHER EMPLOYMENT

- A. The Board agrees to hire only certificated teachers possessing a certificate from the New Jersey State Board of Examiners, except as provided in Article XIX.
- B. Teachers shall be placed on Guide in accordance with the salary schedule in effect at time of hiring or on a higher step according to the discretion of the Board. Teachers will receive credit on the salary guide for all active military duty - Peace Corps, Vista, and National Teacher Corps, not to exceed four (4) years.
- C. Previously accumulated unused leave days will be restored to all teachers returning from a Board approved leave of absence.
- D. Teachers shall be notified in writing of their contract and salary status for the coming year no later than April 1 unless contract negotiations or other emergencies prevent the meeting of this deadline.

ARTICLE XIPAYMENT OF SALARY CHECKS

- A. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly instalments.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly instalments.
- C. All salary checks shall be made available to the teachers prior to dismissal from his regular classroom duties.
- D. Teachers may elect to have up to ten percent (10%) of their monthly salary deducted from their pay. The total deduction shall be paid to the teacher on the final day of each contract year.
- E. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay on the last working day.
- F. The above procedures may be waived if they prove impractical in the event of emergencies or holidays. When a delay in payment of salaries, due to a holiday, is known in advance, the Board will notify the teachers as to when they will receive their salary.

ARTICLE XIIDEDUCTION FROM SALARY

The Board agrees to make the following payroll deductions and consider other deductions on the basis of feasibility:

1. Tax Sheltered Annuity Plan
2. Teachers' Pension Supplemental Annuity Fund Plan
3. Teachers' Pension Group Life Insurance Plan
4. Employee Income Protection Plan
5. Summer Payment Plan
6. Employee Organization Dues
7. Group Hospital or Insurance Plans
8. Teachers' Pension and Annuity Fund Loan Plan

ARTICLE XIIITRANSFER AND ASSIGNMENTSA. Voluntary Transfers and Assignments

1. A list of vacancies within the school system shall be posted in each school building periodically on the basis of resignations or Board approval of hiring additional personnel. All teachers making application shall have the receipt and perusal of their application acknowledged by a form letter or card from the Superintendent.

2. Teachers who desire a change in grade level and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent before February 1. Such statement shall include the grade level and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. All teachers shall be notified in writing by the Superintendent of the status of their requests for transfer or reassignment prior to the end of the school year.

B. Involuntary Transfers

An involuntary transfer shall not occur without the teacher first having the opportunity to meet and discuss it with the Superintendent.

C. Teachers shall be notified as early as possible of their programs and schedules.

ARTICLE XIVPROMOTIONS

A. For purposes of definition, promotional positions are those paying a salary differential and/or positions on the administrative/supervisory levels of responsibility.

Vacancies in such promotional positions shall be posted in each school building at least thirty (30) school days before the final date when applications must be submitted.

Teachers shall submit their application in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge in writing the receipt of all such applications.

B. All publicity and notice of such vacancies shall clearly set forth qualifications for and duties of the position. Qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the president of the Association has been notified.

ARTICLE XVLEAVE POLICYA. Sick Leave

1. All teachers employed on a ten (10) month basis shall be entitled to ten (10) days sick leave per year with pay. Teachers employed for more than ten months shall be compensated one (1) day with pay for each additional month. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Temporary Leave of Absence with Pay

1. Teachers shall be entitled to five (5) days leave with pay for absence due to personal emergencies.

2. Upon their request, teachers, with the approval of the principal, shall be granted a minimum of one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature providing same is pertinent to their position within the school system.

3. Teachers shall be granted necessary time for appearance in any legal proceeding connected with the teacher's employment or with the school system providing the Board is furnishing legal counsel as provided by law.

4. A teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less shall be granted leave of absence with full pay, pursuant to SR 38:23-1 and 38:4-4.

Whenever such military field training or attendance at service schools requires that the teacher remain for a period longer than the prescribed two (2) weeks, the teacher shall receive the difference between his pay and his military for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) month during any school year and providing that it is with the approval of the superintendent.

C. Extended Leave of Absence

1. A leave of absence without pay of up to two (2) years shall be granted, with the approval of the superintendent, to any teacher who joins the Peace Corps, Vista, or National Teacher Corps.

2. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

ARTICLE XVC. Extended Leave cont'd.

3. An employee who becomes an expectant mother shall arrange to leave active duty, without pay, not later than five (5) months before the estimated time of birth and not return to duties for at least five (5) months after the birth. The Board of Education may vary these time limits in the best interest of the pupils during a given school year.

4. The Board shall grant a leave of absence without pay to any teacher to campaign and/or serve in public office.

ARTICLE XVITEACHER-ADMINISTRATION LIAISONA. Building Liaison Committee

Each building faculty shall select a liaison committee which shall meet with its principal at least once a month during the school year to review and discuss building problems and practices. Said committee shall be constituted as follows:

Elementary School - one representative from each grade level.

Middle School - one representative from each department

High School - one representative for each ten faculty members, not to exceed a total of ten representatives.

B. School System Liaison Committee

Each building liaison committee shall elect a representative and alternate from its committee to serve on the school system liaison committee which will meet once a month with an administrative group selected by the superintendent. The purpose of this committee is to review and discuss local school problems and practices.

ARTICLE XVIIPROFESSIONAL IMPROVEMENT POLICIES

A. Tuition Payment Policy

The Board of Education will give assistance in the payment of tuition fees for completed courses, relevant to one's area of employment, and approved by the Superintendent. This assistance will be a minimum payment of \$12.50 per semester hour, or one-half of tuition costs over \$25.00 per semester hour. A maximum of six (6) semester hours per semester (fall, spring and summer) may be credited under this policy.

B. Graduate Study Incentive Policy

The Board will grant a yearly increase of 20% of the differential between training levels at one's step on the salary guide for each six (6) semester hours of relevant graduate studies completed beginning February 1, 1967. These contingencies apply:

1. When such studies are completed during the spring semester, February to June, a yearly increment of 20% of the full differential between training levels at one's step on the salary guide will become effective the following September 1.
2. When such studies are completed during summer school, July and August, a yearly salary increment of 20% of the full differential between training levels at one's step on the salary guide will be granted effective September 1.
3. When such studies are completed during the fall semester, September thru January, a salary increment of 10% of the full differential between training levels at one's step on the salary guide will be paid in a lump sum on June 30. The full 20% increase will be effective the following September.
4. Under this policy one may earn a maximum of four (4) increments between training levels because the fifth increment puts one on the guide for the next training level.

5. Courses to be credited under this policy include:
 - a. those required for a university-approved advanced degree program and related to the area of employment.
 - b. those relevant to one's teaching field and approved by the building principal or superintendent prior to registration.
 - c. courses taken at the request of the administration.
 - d. approved courses taken during the summer by teachers hired in the spring or summer for fall employment.
6. A maximum of six (6) hours of non-college credit may be accomplished each three (3) years within the Roxbury Schools. Such studies shall deal directly and specifically with the improvement of curriculum and instruction in the Roxbury Schools. These studies shall be equivalent in requirement and quality to other accredited graduate studies, and have the approval of the superintendent.
7. A maximum of six (6) semester hours per fall or spring semester may be credited under this policy. Credit may be received for courses taken during the summer up to a total of 18 hours per calendar year.
8. It is the responsibility of the teacher to notify the Office of the Superintendent when one earns an increment under this policy, and to forward all necessary transcripts to the same office. Deadlines for receipt of transcripts will be April 1 and October 1 for salary increments due June 30 and September 1. If transcripts are not available by these dates, please notify the Office of the Superintendent.
9. Training Levels are defined as:

Four-Year Training Level: a Bachelor's Degree from an institution accredited or approved by the State of New Jersey.

Five-Year Training Level: a Master's Degree from an institution accredited or approved by the State of New Jersey, or, a Bachelor's Degree from an institution accredited or approved by the State of New Jersey plus thirty (30) credits as described in items 5 and 6 of the Graduate Study Incentive Policy.

Six-Year Training Level: a Master's Degree from an institution accredited or approved by the State of New Jersey plus 30 credits as described in item 5 and 6 of the Graduate Study Incentive Policy.

ARTICLE XVIIITEACHER FACILITIES

The Board agrees to consult with staff members in planning teacher facilities in the construction of any new school building or in the construction of additions to existing school buildings.

ARTICLE XIXSUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall be filled by personnel who hold at least a county superintendent's certificate.

- B. The use of regular teachers as substitutes should be discouraged. However, in an emergency, regular teachers may volunteer their non-teaching period. These teachers shall be compensated at the rate of \$3.00 per period.

ARTICLE XX

TEACHER PROTECTION

Teachers will be covered under Title 18A-6-1.

ARTICLE XXIINSURANCE PROTECTION

As of the beginning of the 1969-70 school year, the Board shall provide the health care insurance protection designated below:

1. The Board pays one hundred percent (100%) single coverage for those people participating in: Blue Cross, Blue Shield, Rider J, and Major Medical.
2. The Board of Education pays fifty percent (50%) of the added cost of Blue Cross, Blue Shield, Rider J, and Major Medical beyond single coverage for those participating in other group plans at Roxbury.
3. The Association will not represent any member of its organization to the Board for the purpose of obtaining compensating benefits in lieu of the coverage described above.

ARTICLE XXIIPERSONAL AND ACADEMIC FREEDOM

1. It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
2. The philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education will be observed.

ARTICLE XXIIIEXTRA CURRICULAR - COACHES

- A. All coaching personnel, if reinstated, will receive their contracts for the following year prior to Easter Vacation, except that in the event of spring sports the coaching contracts will be distributed upon completion of the sport.
- B. When a coach agrees to change to another level or to coach another sport, either during the course of the school year or during the summer vacation, a new contract is to be issued.
- C. The Head Varsity coach, whenever possible, in each competitive sport, shall be given an opportunity by the Athletic Director, to interview and evaluate the prospective candidates in the selection and employment of Assistant Varsity, Junior Varsity and Freshman Coaches.
- D. An attempt will be made to have immediate medical supervision available at all athletic competition and practice sessions at all levels of competition.

APPENDIX A

1969-70

ROXBURY TOWNSHIP SCHOOL CALENDAR

September	2	Faculty Meetings
September	3	First day for all pupils
November	6-7	Closed for N.J.E.A. Convention
November	10	Closed by Board resolution
November	11	Veteran's Day
November	27-28	Thanksgiving
December to January	23 5	Schools close at 1 o'clock for Christmas Holidays. Schools reopen Monday, January 5
February	23	Washington's Birthday
March to April	26 6	Schools close at 1 o'clock for Easter Recess. Schools reopen Monday, April 6
June	17	Last day for all pupils

Total days scheduled - 185