

4-0078

20-15

THIS BOOK DOES
NOT CIRCULATE

Whereas Roselle Park Teachers' Association Incorporated has been designated by the teachers of Roselle Park as their duly elected representative to engage in collective negotiation with the Board of Education. Whereas the Roselle Park Teachers' Association Incorporated and the Board of Education have negotiated and agreed upon a contract for the school year 1969-1970, a copy of which is hereto attached. Resolved that Roselle Park Teachers' Association Incorporated is hereby recognized as the Bargaining Unit for Roselle Park Teachers for the school year 1969-70. Resolved that the contract with Roselle Park Teachers' Association Incorporated attached hereto, on the part of the Board of Education be and the same is hereby ratified and confirmed and the President and Secretary are hereby authorized and directed to sign, seal and deliver the same in behalf of the Board of Education.

1969-1970

PREAMBLE

This contract is made and entered into on January 7, 1969 by and between the Board of Education of Roselle Park, New Jersey, hereinafter called the "Board," and the Roselle Park Teachers' Association, Incorporated, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel in the following unit, including those with tenure, probationary status, on leave and on interim but not per diem appointment, classroom teachers, guidance counselors, librarians, nurses, remedial reading teachers, and speech teacher, but excluding the Superintendent, School Business Administrator, principals, assistant principals, department chairmen, and Director of Special Services. All personnel represented by the Association shall unless otherwise indicated, hereinafter be referred to as "teachers", and reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. The Roselle Park Teachers' Association will submit its total contract proposals not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. If such proposals are not received by the Board of Education by October 15, the previous contract will continue in effect the ensuing year. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Nothing herein contained shall be construed as a delegation of the authority of the Board of Education.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which violates the terms and conditions of employment of members of the unit as specified in this Agreement. Notwithstanding any provision of this Agreement, no matter shall be considered to be a grievance:

- a. for which a statutory remedy or Board of Education Policy is provided.
- b. for the failure to retain a non-tenure teacher.
- c. in a situation where the facts are cognizable for decision by the Commissioner of Education.
- d. the adoption, revision, amendment or revocation of Board Policies shall be the sole province of the Board of Education.

2. An "aggrieved person" is the person or persons making the claim.

B. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible level, equitable solutions to violations which may from time to time arise from a violation of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Except as is otherwise provided by law any individual member of the staff shall have the right to process a grievance affecting him through administrative channels. He shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of an organization recognized as an agent by the Board of Education or another person of his own choosing to appear with him or for him at any step in his appeal.

1. Any employee who has a complaint shall within 5 school days of the occurrence of the act or knowledge of the condition which is the subject of the complaint, discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

3. If the matter is not settled after reaching the principal, it may be referred to the Professional Rights and Responsibilities Committee of the teachers' organization or similar Committee for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the employee in writing of that determination.

If the Professional Rights and Responsibilities or similar Committee determines that the complaint has or may have merit, it shall recommend that the same be heard by the Superintendent.

If the Professional Rights and Responsibilities or similar Committee determines that the complaint is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the Superintendent of Schools, and the Board of Education.

4. Any complaint not resolved to the satisfaction of the employee after review by the Board of Education, may at the discretion of the employee be submitted to the County Superintendent, Commissioner of Education, or other agency as provided by State Statute.

5. The procedures to augment these policies shall be renewed automatically for a period of one year unless changes are requested and mutually agreed upon by the Board of Education and the Bargaining Unit.

Pending determination of a grievance or in any dispute between teachers and the Board of Education the grievant and all teachers shall continue to perform their duties under the direction of the Superintendent until the grievance is settled and decided.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support their duly elected association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms for conditions of employment.
- B. Any individual member of the staff shall have a right to propose a policy or policies and/or administrative procedure or procedures through administrative channels.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be in accordance with law.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation in violation of law. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Any suspension of a teacher pending charges shall be without pay. If the teacher is found not guilty he shall be compensated for back pay.

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

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the district.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; provided that the Superintendent will be notified in advance and assignment of space is allotted.
- D. The Association shall have the privilege with the permission of the school principal to use school equipment on the site, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during such use.
- E. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- F. The Association may have the privilege of reasonable use of the interschool mail facilities and school mail boxes. However, the Board of Education and administration cannot assume responsibility or liability for such usage.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in - out" roster.
- B. After the close of the pupils' school day, pupil needs for counseling, extra help, and necessary make-up will be met by teachers.
- C. 1. Teachers shall have a daily duty-free lunch period as required by law.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.
- D. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending general faculty meetings two (2) days each month, unless an emergency requires additional meetings. Meetings will generally conclude after 60 minutes.
2. An association representative may speak to the teachers at any meeting referred to in paragraph 1 above for five (5) minutes on the request of the representative.
3. The notice of an agenda for general faculty meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- E. 1. Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:
- a. Elementary School - Teacher is free during special periods unless requested to be present by principal for follow-up lesson.
 - b. Junior High School- 1 period per day
 - c. Senior High School- 6 periods out of 7 days

Article VI
Teaching Hours and Teaching Load

d. Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the extent as mutually agreed upon by member and superior.

- F. Teachers may be required to assume a reasonable amount of extra-curricular activities as part of the normal teaching day. The Superintendent shall determine such activities and the same shall be performed without additional compensation.

Teacher participation in other extra-curricular activities shall be voluntary, and shall be compensated according to the rate of pay and/or release time in attached schedule.

- G. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary. All their expenses shall be paid in full. All such field trips shall be upon the approval of the Superintendent and due authorization from parents shall be required in accordance with Board policy.

- H. PTA, pupil programs and parent information programs shall not be considered to be extra-curricular activities but shall be considered to be part of regular teaching assignment to be performed or directed by the teachers after school hours without additional compensation.

ARTICLE VII

NON-TEACHING DUTIES

Effort will be made to eliminate all duties without education, health or safety significance.

ARTICLE VIII

TEACHER EMPLOYMENT

- A. The Board agrees to hire only certificated teachers according to law.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 1 unless this is not possible due to unforeseen circumstances.

ARTICLE IX

SALARIES

The salaries of all teachers covered by this Agreement are set forth in schedules which are attached hereto and made a part hereof, designated as Schedules A, B, C and D.

ARTICLE X

HEALTH INSURANCE

- A. The Board of Education shall continue to make available to teachers, individual and family coverage under the New Jersey Public and School Employees Health Benefits Plan, including Rider "J".
- B. The Board shall pay the full premium for each teacher and the family-plan insurance coverage provided under the New Jersey Public and School Employees Health Benefits Plan and Rider "J". Any rate increases that occur in the contract year shall be borne by the employee.

ARTICLE XI

MIDDLE SCHOOL

The Educational Program of Roselle Park shall be revised to provide a Middle School. Such Middle School shall comprise Grades 6, 7, and 8 which classes will be conducted in the present Junior School and Robert Gordon Annex.

To implement the Middle School Program the Board of Education will make such changes in the physical plant, provide supplies and equipment and employ six additional teachers to reduce class sizes and teaching load in order to provide proper educational opportunities for children.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other; pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:
1. If by Association, to Board at Robert Gordon Annex
Locust Street & W. Clay Ave.,
Roselle Park, N.J. 07204
 2. If by Board, to Association at 401 North Avenue E.,
Cranford, N.J. 07016

ARTICLE XIII

DURATION OF AGREEMENT

The Provisions of this Agreement shall be effective as of the school year 1969-70 and shall remain in full force and effect until July 1, 1970.

In Witness Whereof, the parties have hereunto set their hands and seals this 7th day of January, 1969.

Roselle Park Teachers'
Association, Incorporated

Roselle Park Board of Education

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

SCHEDULE A

ROSELLE PARK PUBLIC SCHOOLS
TEACHERS' SALARY GUIDE 1969-70

STEP	BACHELOR'S	BACHELOR'S + 30	MASTER'S	MASTER'S + 30
1	\$ 7000.	\$ 7315.	\$ 7630.	\$ 7945.
2	7315.	7630.	7945.	8260.
3	7630.	7945.	8260.	8575.
4	7945.	8260.	8575.	8890.
5	8260.	8575.	8890.	9205.
6	8575.	8890.	9205.	9520.
7	8890.	9205.	9520.	9835.
8	9205.	9520.	9835.	10,150.
9	9520.	9835.	10,150.	10,465.
10	9835.	10,150.	10,465.	10,780.
11	10,150.	10,465.	10,780.	11,095.
12	10,465.	10,780.	11,095.	11,410.
13	10,780.	11,095.	11,410.	11,725.
14	11,095.	11,410.	11,725.	12,040.
15	11,410.	11,725.	12,040.	12,355.
16	11,725.	12,040.	12,355.	12,670.
17		12,355.	12,670.	12,985.
18				13,300.
*25 Year Service	11,925.	12,555.	12,870.	13,500.

* 25 year total service, 15 of which are in Roselle Park.

1. The Board of Education reserves the right to withhold increments to be provided. Meritorious service may be recognized by partial or total additional increments in any one year.
2. Non-degree teachers shall receive an increment equal to the increase in the minimum salary payable on the Bachelor's Degree level of the revised Teachers' Salary Guide.

SCHEDULE B

COMPENSATION FOR COACHING ACTIVITIES

1969-70

<u>ACTIVITY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Football</u>				
Varsity	800.	900.	1000.	1000.
Assistant Varsity	400.	500.	600.	700.
Assistant Varsity	400.	500.	575.	575.
Freshman	400.	450.	500.	575.
Assistant Freshman	250.	300.	350.	500.
<u>Cross Country</u>	275.	325.	375.	500.
<u>Wrestling</u>				
Varsity	500.	650.	800.	850.
Assistant Varsity	300.	375.	450.	575.
Freshman	300.	350.	400.	575.
Middle School	300.	350.	400.	500.
<u>Basketball</u>				
Varsity	550.	700.	800.	850.
Assistant	325.	400.	450.	575.
Freshman	300.	350.	400.	575.
Middle School	300.	350.	400.	500.
<u>Baseball</u>				
Varsity	500.	600.	700.	700.
Assistant	300.	350.	400.	500.
Freshman	250.	300.	350.	500.
<u>Track</u>				
Varsity	500.	600.	700.	700.
Assistant	300.	350.	400.	500.
<u>Tennis</u>	275.	300.	325.	350.
<u>Golf</u>	250.	275.	300.	350.
<u>Trainer</u>	600.	650.	700.	700.

1. Present Coaches if employed for the School Year 1969-70 in the same capacity of coaches will be placed on the 4th step of the guide.
2. Prior experience will be evaluated by the Supt. of Schools and credit for such experience may then be granted.

SCHEDULE C

ROSELLE PARK PUBLIC SCHOOLS
ROSELLE PARK, N. J.

COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES

1969-70

	<u>HIGH SCHOOL</u>	<u>JUNIOR SCHOOL</u>
Bowling - Boys	\$ 100.00	--
- Girls	100.00	--
Cheerleading	200.00	\$ 75.00
Twirlers	100.00	--
Student Council	125.00	100.00
Play Director - 2 @ \$175.00 ea.	350.00	--
Set Manager - 2 @ \$100.00 ea.	200.00	--
Newspaper	150.00	75.00
Yearbook	250.00	125.00
A.V.A.	150.00	150.00
Class Advisor		
Junior Class - 2 @ \$100.00 ea.	200.00	--
Senior Class - 2 @ \$100.00 ea.	200.00	--
Marching Band	300.00	--
Forensics	300.00	--
Intramurals		
<u>Fall</u>		
Girls	\$ 100.00	\$ 100.00
Boys	100.00	100.00
	200.00	200.00
<u>Winter</u>		
Girls	100.00	100.00
Boys	100.00	100.00
	200.00	200.00
<u>Spring</u>		
Girls	100.00	100.00
Boys	100.00	100.00
	200.00	200.00
Girls Athletics	125.00	--

SCHEDULE D

SALARY OF SCHOOL NURSES

1. The salary of school nurses shall be consistent with the New Jersey Minimum Teacher Salary Schedule (Ch. 164, Public Laws of 1963) plus an additional \$150. For a nurse at maximum on the schedule an additional \$400. has been agreed upon.
2. Whenever a school nurse is assigned to classroom instruction, the salary for that portion of the school nurse's assignment as an instructor will be determined by the Teachers' Salary Schedule presently in effect in the district.