

PROFESSIONAL RELATIONS AGREEMENT

BETWEEN

NEWTON BOARD OF EDUCATION

AND

NEWTON TEACHERS ASSOCIATION

1975 - 1977

SUMMARY OF ARTICLES

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THIS AGREEMENT, made this _____, by and between THE BOARD OF EDUCATION OF THE TOWN OF NEWTON, in the County of Sussex hereinafter referred to as "the Board of Education" or "the Board" party of the first part, and THE NEWTON TEACHERS ASSOCIATION, hereinafter referred to as "the NTA or the Association", party of the second part.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, it is covenanted and agreed between the parties as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract or on leave, employed or to be employed by the Board, but excluding: Administrative personnel.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successive Agreement in accordance with Chapter 123, Public Laws, 1974. Such negotiations shall begin on or about October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted and signed by the Board and the Association.

PROFESSIONAL RELATIONS COMMITTEE

A. Establishment

There is hereby established a Professional Relations Committee which shall consist of the nine members of the Board of Education, the President of the NTA, and eight other members of the NTA selected according to the by-laws of the NTA. The Superintendent of Schools shall act as moderator of all meetings of the Professional Relations Committee but shall have no vote.

B. Meetings

Meetings of the Professional Relations Committee may be called by the President of the NTA, the President of the Board of Education, or by the Superintendent of Schools. Notice of the time and place of every meeting shall be given in writing to the NTA and to the Board by sending or serving said notice upon such person as each may designate, at least one week prior to the date of such proposed meeting. In any case where the Superintendent of Schools and the President of each contracting party agree that an emergent meeting should be held within one week, then the notice provisions hereinabove set forth may be waived.

The presence of six members of the Professional Relations Committee, at least three of whom shall be members of the Board and at least three of whom shall be members of the NTA, shall constitute a quorum for the transaction of business.

C. Duties and Responsibilities of the Committee

It shall be the duty and responsibility of the Professional Relations Committee to consider and make recommendations concerning matters of personnel policy, conditions of professional service and other matters of mutual concern.

D. Responsibilities of the NTA

- a. It shall be the responsibility of the representatives of the NTA to represent the opinions of the teachers of this district at all meetings of the Professional Relations Committee.
- b. They shall conduct research of the matters to be presented to the Board of Education.
- c. They shall have one or more of their group in attendance at each general meeting of the Board of Education in order to better acquaint themselves with current matters under discussion and lend support to the Board when necessary.

E. Responsibility of the Newton Board of Education

The Board of Education will provide the NTA with a copy of its agenda and minutes for every public meeting of the Board and shall also provide an agenda for any special meetings held with the Professional Relations Committee or the NTA. Said agenda shall be mailed or delivered before the meetings no later than they are delivered or mailed to members of the Board of Education.

F. Responsibility of the Superintendent of Schools

In matters of personnel policy, conditions of professional service, and other areas of mutual concern, the Superintendent will simultaneously forward a copy of proposals to be considered to both the Board of Education and the President of the NTA.

MISCELLANEOUS PROVISIONS

Should a mutually acceptable amendment or modification to this Agreement be negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, and be adopted by the Board and the Association.

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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a written claim based upon an event or condition which deleteriously affects the welfare and/or terms and conditions of employment of a teacher or a group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures - (Individual Grievance Procedures)

1. An employee with a personal problem, grievance, or concern shall submit it first in writing to his/her department head or immediate superior either directly or through the Association Representative.
2. If the matter is not satisfactorily resolved at this level, within five school days, the grievance shall then be presented in writing to the Vice-Principal or Principal, as appropriate. The Principal or Vice-Principal will respond in writing within five school days.
3. If satisfaction is not thereby achieved, the employee may appeal the Principal's decision in writing to the Superintendent of Schools. The Superintendent will respond in writing within five school days.
4. If a satisfactory solution is not reached at this level, the problem may be referred to an investigatory group within the Representative Council of the NTA.
5. If the Representative Council, upon the report of this group, determines that the grievance is without merit, it will so

advise the employee and a copy of its findings shall be sent to the Superintendent of Schools.

6. If the Representative Council determines that the grievance has, or may have merit, it shall recommend that the grievance be heard by the Professional Relations Committee.
7. A written decision on any such appeal shall be rendered within 15 days from the day upon which the grievance was submitted or appeal taken.

D. Individual Rights and Obligations

1. In presenting his/her grievance, the employee shall be assured freedom from prejudicial action.
2. The fact that the Representative Council finds a case to be without merit shall not prevent the employee from appealing to the Board of Education through the Office of the Superintendent of Schools. This appeal may include a request for a personal appearance before the Board of either a special or public meeting of the Board.
3. An employee shall have the right to personally present his/her grievance, or to designate a representative of the NTA, or, one of his own choosing to appear with him/her.
4. Prior to each appeal, the employee shall inform in writing the authority who last rendered a decision that he/she intends to appeal to the next higher authority.
5. At no point before the hearing shall the employee discuss with any members, or all members of the Board of Education, the subject of the employee's grievance or matters relating to it.

E. Mediation

1. If an impasse is reached during negotiations, or in any event if an agreement is not reached within fifteen (15) calendar days, the grievance shall be submitted to mediation by either party. A mutually acceptable mediator shall be selected by both parties. If the Board and the Association fail to reach agreement on a mediator within five (5) calendar days, the American Arbitration Association shall be requested to provide for the selection of a mediator under its rules and regulations.
2. If the mediator fails to secure an agreement of the parties within ten (10) calendar days, he will withdraw in favor of a fact-finder.
3. The Board and the Association will follow the same procedure

and time intervals for the selection of a fact-finder as that utilized in the selection of the mediator. The fact-finder will be requested to establish a hearing date with dispatch. The report of the fact-finder will be submitted to all parties concerned within fifteen (15) calendar days of the conclusion of the hearing.

4. Compensation and necessary expenses incurred by the mediator and/or the fact-finder will be shared equally by the Board and the Association.
5. If the impasse continues to exist after the services of a mediator and a fact-finder have been sought, the grievance shall be submitted to arbitration.
6. Within ten (10) school days after written notice of submission to arbitration, the Board and the representatives of the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
7. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.
8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives selected or approved by the Association. When a teacher on the membership list of the NTA is not represented by the Association, the Association shall have the right to be present and to state its views at all stages

of the grievance procedure.

G. Miscellaneous

1. If, in the judgment of the representatives of the Association, a grievance affects a group or class of teachers, the representatives of the Association may submit such grievance in writing to the Superintendent of Schools directly.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information prepared for and/or available to the public, 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.
- B. Representatives of the Association, Sussex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, in accordance with existing Board policies, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment, 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 in accordance with existing Board policy. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Associations shall have, in each school building the use of a bulletin board in each faculty room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

ARTICLE V

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Application

The following guides shall apply to all personnel who are properly certificated by the State Department of Education, and who are employed under contract, or who have previously acquired tenure in Newton under the provisions of Title 18A:28-4, 5 and 6 - Revised Statutes.

C. Exclusions

The provisions of these guides shall not apply to persons employed as substitutes for contract teachers, nor persons employed on a temporary or annual basis to fill vacant positions. Such temporary non-contract employees shall be paid such salary as the Board shall determine, provided the total salary or fraction paid shall not exceed that paid for a teacher of the lowest class of equal training and experience, as defined in these guides.

D. Salary Guide Differentiations

Where salary guides for professional staff members have been differentiated, the significance is as follows:

1. Class "A" personnel are those teachers who have not received the Bachelor's Degree or it's equivalent (128) undergraduate credits.
2. Class "B" personnel are those teachers who have received the Bachelor's Degree or 128 undergraduate credits from a State Education Department recognized College or University.
3. Class "C" personnel are those teachers who hold a Bachelor's Degree plus 15 graduate credits from a State recognized College or University.
4. Class "D" personnel are those teachers who hold a Bachelor's Degree plus 30 graduate credits from a State recognized College or University.
5. Class "E" personnel are those teachers who hold a Master's Degree from a State recognized College or University.

6. Class "F" personnel are those teachers who hold the Master's Degree plus 15 hours of graduate credits from a State recognized College or University.
7. Class "G" personnel are those teachers who hold the Master's Degree plus 30 hours of graduate credits from a State recognized College or University.
8. Class "H" Education Specialist Degree Personnel.
9. Class "I" personnel are those teachers who hold the earned Doctorate from a State recognized College or University.

E. Classification Improvement

1. Classification Improvement, under this provision, may be accomplished by the presentation of official evidence, over the College seal, that the teacher has been awarded 128 undergraduate credits, a degree or an advanced degree, or 15 or 30 hours of graduate credits beyond an already credited degree. Salary credit will be granted as of the 1st day of the next month following receipt of and acknowledgement of such official notification to the Superintendent of Schools.
2. When a new classification level has been earned, all course credits granted under previous Board policies, through June 30, 1964, shall become a part of the salary paid for the higher classification. This provision will not result in a reduction in total salary paid any staff member.
3. Nothing in this guide shall be constructed to conflict with the State Salary Scale, and any staff member whose current position on this or future guides is below the State Salary Scale shall receive a Double Increment, or more as specified in the State Salary Law, and continue to receive such double increments until the salary is properly adjusted.
4. No classification improvement may be earned on the basis of non-credit courses taken at the undergraduate, graduate or post-doctorate levels.
5. No teacher employed after July 1, 1973 may receive classification improvement on any salary guide unless such teacher will have taken and successfully completed a course in the teaching of reading.

F. Salary Guide Credit - Other than Teaching

1. Personnel claiming credit for experience in other teaching or related situations, or military service will be required to produce proof of the validity of such claims, and no

salary credit is to be given in the absence of such validation. Credit for military service shall be equal to the time served, but not for more than four years. Credit for teaching and related experience shall be equal to the time served, or less, as the Board of Education shall determine upon the recommendation of the Superintendent of Schools.

2. After 15 years of employment as a teacher as described in Chapter 164 of the Public Laws of 1963 under 1, Definition of Terms, or Military Service, as described in Chapter 164 of the Public Laws of 1963 under 6, Military Service Credit, a staff member will receive \$100.00 in addition to his or her basic salary; after 20 years another \$100.00; after 25 years another \$100.00; after 30 years another \$100.00; after 35 years another \$100.00. Such additional increments shall in all cases be given only on the recommendation of the Superintendent of Schools and with the approval of the Board of Education. In all cases under this regulation, at least 2/3 of the total experience credited must have been served in the Newton Public Schools.

G. Special Conditions

1. **11 Month Contracts** - All 11 month contract personnel will receive the basic salary plus 10% of such basic salary.
2. **Extra Pay for Extra Service** - A supplementary guide shall regulate extra pay for extra service, which guide will include coaching salaries. Schedule B, which is attached hereto and made a part hereof.
3. **Pay for Homebound and Adult School Teachers** - The rate of pay for teachers of the homebound and teachers in the Adult School is fixed at \$6.00 per hour. Homebound teachers will receive 10¢ per mile for travel to child's home, from school to child's home and return, or from teacher's home to child's home and return as appropriate.

H. General Conditions

1. Limits of Salary at Initial Employment

A staff member initially hired for the school year 1964-1965 and in subsequent years, will receive a salary which is no more than that paid to currently employed staff members who are receiving the least salary at each classification level.

2. Permanent

A highly qualified person trained for a special field in which salaries are generally above those provided by the

Teachers' Salary Guide may be paid a differential while salaries in his field remain above the Guide.

3. Salary Differentials

For personnel placed on the Teachers' Salary Guide, differentials above the stated guide may be paid only for the following reasons:

1. Responsibility

A person who has responsibility for an authority over an activity may be paid a differential while he carries that responsibility.

2. Extra Work

A person who spends extra time doing work beyond his normal load may be paid a differential while he performs that extra work.

3. After July 1, 1973, the \$250.00 field credit currently paid will no longer be added to a beginning teacher's base salary, as fixed by guide, in the fields of Special Education, Vocational subjects, including mechanical drawing and industrial arts, and high school vocal music. For those teachers receiving the \$250.00 field credit as of June 30, 1973, such credit will continue, to be added to the appropriate salary guide base.

I. Salary Checks

Employees of the Newton Public Schools will be paid on the fifteenth and thirtieth day of each month, September through June, except in certain special cases approved by the Superintendent of Schools.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

1. Professional

A. Absences and Leaves

1. Personal Illness

- a. Absences for this cause shall be allowed and

shall include pay not exceeding ten (10) school days' time in any one year .

- b. If less than ten (10) school days of allowed sick leave is taken in any school year , then the number of days not utilized shall be cumulative , beginning from the date of the teachers' current continuous employment by the Board , to be available for additional sick leave in subsequent school years , indefinitely .
- c. Absences on sick leave always shall be charged first to the ten day allowance for the current school year under sub-section A , until it is fully utilized and thereafter , to the cumulative credit , to the extent that such credit is available .
- d. In all absences under this section of five (5) consecutive school days or more , a teacher must file a physician's certificate with the principal who will forward same to the Superintendent of Schools .

2. Illness in the Family

Where personal presence is advisable because of the critical illness of (a) parent , brother , sister , husband , wife , child , or (b) any other relative living in the teacher's immediate family household , absence will be allowed :

- a. For a period of five (5) days per year , non-cumulative , and
- b. Thereafter without pay (Section 2 is introduced primarily to provide for personal presence in an emergency , but not for extended personal care).

3. Death

- a. Absences due to a death in the teacher's immediate family or household , including father-in-law and mother-in-law , shall be allowed , with pay , for the required period not exceeding four (4) school days in each such case .
- b. Absences due to the death of a grandparent , grandchild , nephew , niece , aunt , uncle , cousin , brother-in-law , sister-in-law , daughter-in-law , or son-in-law , or other

relative not living with the immediate family of a teacher will be allowed, with pay, for the day of the funeral.

- c. The name of the decased and the relationship of the deceased to the teacher must be listed on Form 4150 - the A.R. Request Form for Leave Approval.

4. Marriage

Absences on account of marriage or to attend weddings of relatives or friends may be allowed upon request, but shall be without pay.

5. Quarantine

Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed, with pay, provided that a certificate from the health officer of the community or a school physician is presented and filed with the Superintendent of Schools.

6. Personal Business

Absences not exceeding three days per school year, with pay, but not accumulative, shall be allowed but only by permission of the Superintendent of Schools, after written request. All absences approved by the Superintendent of Schools in excess of three days per school year shall be without pay. Such days may not be taken the day immediately prior to or following a day or days of vacation for the singular purpose of extending a vacation period. It is recognized that a crisis situation unrelated to the extension of a vacation period may from time to time develop in which the Superintendent's prior approval cannot be obtained. Applications for approval, after such fact, may be approved at the Superintendent's discretion.

7. Court Order

Absences from school by reason of subpoena by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent of Schools.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Association Activities

1. The Board agrees that up to 2 tenure teachers designated by the Association shall, upon request, be granted a leave of absence without pay for 1 year for the purpose of engaging in activities of the Association or its affiliates.
2. The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one month after date of issuance.

B. Peace Corp, Vista, etc.

A leave of absence without pay of up to 2 years shall be granted to any tenure teacher who joins the Peace Corp, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one month after date of issuance.

C. College Teaching

A teacher on tenure shall be granted a leave of absence without pay for up to 1 year to teach in an accredited college or university.

The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one month after date of issuance.

D. Adoption of an Infant Child

Any female tenure teacher adopting an infant child may receive a leave of absence which leave shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, but in no case with less than 30 days written notice to the Superintendent of Schools. No teacher on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the Newton School District in the area of her certification or competence.

The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one month after date of issuance.

E. Sickness in Immediate Family

A leave of absence without pay of up to 1 year may be granted for the purpose of caring for a sick member of a tenure teacher's immediate family. Additional leave may be granted at the discretion of the Board. Request for leave shall be in writing and will set forth the specifics of why leave has been requested, including name of persons to be cared for under Section E and the relationship of such person to the teacher.

The contract for the year in which the teacher will be returned to full-time service must be returned signed or unsigned no later than one month after date of issuance.

F. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

G. Return from Leave

1. Upon return from leave granted pursuant to Section B or C, of this article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections A, D, E, or F of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

H. Extension or Renewals of Leave

All extensions or renewals of leave shall be applied for by May 1 of the year in which leave is requested in writing and may be granted at the Board's discretion.

I. Leave of Absence for Pleasure or Vacation

Any teacher requesting permission for a leave of absence for any purpose shall submit a letter to the Superintendent of Schools stating the reason or reasons for the request. The Superintendent

of Schools is directed to deny all requests for leave when the purpose is for pleasure or vacation.

J. Maternity Leave

A female employee who becomes pregnant may remain in her job so long as her condition does not prevent efficient and thorough performance of her duties. When she becomes disabled, she may either receive sick leave to the extent that such leave has been earned, credited and is unused, or, if tenured, unpaid leave or both when granted in sequence. In the event of a difference of opinion between a pregnant teacher and the Board of Education, regarding her ability to offer an efficient and thorough performance level, a positive certification from her gynecologist re/such questions will be binding on both parties. Maternity leave for tenure teachers only, will be granted from the date on which it commences to the opening of any fall term, but in no case for more than a two (2) year period, or until, under State Law, the teacher must remove as a member of the New Jersey Teachers Pension and Annuity Fund, whichever is longer. A teacher on maternity leave who wishes to return to full-time service after full-term, but prior to the expiration of the Board approved or State terminated leave, may return upon the opening of a position for which the teacher is fully certified, and upon the presentation of a positive certification from her gynecologist that she is able to offer an efficient and thorough teaching performance. No teacher on maternity leave shall, on the basis of said leave after full-term, be denied the opportunity to substitute in the Newton School District in the area of her certification or competence.

K. Leave for Personal Health and Family Hardship

Upon the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take leaves not in excess of one year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.

L. Religious Holidays

Absences for the observance of legally established religious holidays as fixed by the State Commissioner of Education shall be allowed, after request in writing to the Superintendent, and shall be reimbursed up to a maximum of three (3) days per year, thereafter without pay.

M. Professional Leave

Professional absence with pay not exceeding three (3) consecutive days may be granted to a staff member upon the recommendation of a building principal and/or the Superintendent of Schools.

N. Other Causes

1. Fireman, Service as a Volunteer

When a full-time employee of this school district, professional or non-professional, is engaged in fighting an active fire as a part of his responsibility as a duly enlisted fireman, at that time when he would normally be expected to appear for work in this school district, he shall call or otherwise notify that person in this district to whom he is responsible and he will advise that person that such fire service will delay or deny him the opportunity to attend to his school duties for a part or all of said day. The head custodian, principal or other school administrator receiving such a call will make whatever arrangements may be necessary to cover the school responsibility normally assigned to the volunteer fireman.

When the volunteer fireman returns to school duty, he shall fill out the appropriate Administrative Regulation form, A.R. 4150 and process same through the appropriate administrative office.

When the above outlined procedures have been followed, and not otherwise, the Superintendent of Schools is directed to approve such absence and to authorize payment for the day, or part of the day absent for this cause.

ARTICLE VIII

INSURANCE PROTECTION

- A. All employees are to be covered with liability insurance and Workmen's Compensation Insurance, as required by law.
- B. All full-time board employees and their dependents may be covered by Blue Cross, Blue Shield and Rider J benefits at Board expense, upon written application to the Board Secretary for such coverage. The first day of such coverage will yearly commence on the employees' first day of contractual obligation to the district.
- C. Effective July 1, 1964 and thereafter, the Newton Board of Education shall provide Major Medical Insurance to all full-time employees of the district, and their dependents upon written application to the Board Secretary. Such coverage will be for medical care beyond that provided by Blue Cross, Blue Shield and Rider J benefits, whether or not any full-time employee and his dependents are covered by Blue Cross, Blue Shield and Rider J. The Superintendent of Schools is directed to investigate from time to time the protection offered by any of the various plans available and the service offered by the currently contracted carrier, and to recommend a change in carrier, if appropriate.

- D. Other group insurance plans are available to the employee at his option and expense.
- E. Effective September 1, 1976, the Board shall provide a sum not to exceed twenty-six thousand (\$26,000.00) dollars for a mutually agreeable full family dental plan for the school year 1976-1977.

ARTICLE IX

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Newton Teachers Association, the Sussex County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Newton Teachers 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. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. 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. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 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 right and claim 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 _____ Association to receive dues and distribute according to the organization(s) indicated:

_____ Association

_____ County Education Association

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 authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
 4. The filing of notice of a teacher's withdrawal shall be prior to December 1, and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. The Board agrees to deduct from teachers's salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) day's written notice to the Board and the appropriate association.

ARTICLE X

ASSOCIATION PRESIDENT

The Association President shall be relieved of "non-teaching duties"; during his tenure in office, if approved by a majority vote of the affected professional staff members.

ARTICLE XI

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose

An Instructional Council shall be established and shall meet initially no later than October 1, 1975. The purpose of the Council shall be to strengthen the educational programs through recommendations to meet the needs of the students, the schools and the community. The Council will advise the Board on matters concerning the effective operation of the Newton School District.

2. Membership

The Council shall consist of eight (8) members, four (4) representatives to be appointed by the Superintendent and four (4) representatives to be appointed by the Association. The Association will appoint at least one (1) from each school building.

3. Committees

The Council shall be authorized to establish sub-committees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to be involved.

4. Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating chairmanship. The chairman shall be responsible for arrangements and conduct of meetings.

5. Meetings

The Council shall meet at least four (4) times every school year on the second Thursday of October, January, March and May.

B. Clerical Assistance

Insofar as possible and practicable, secretarial and clerical assistance shall be provided for the Council by the Principal of the School or the Administrator of the Building in which the Council Chairman is employed.

ARTICLE XII

CERTIFICATION AND NOTIFICATION OF CONTRACT

A. Certification

The Board will exclusively hire teachers certificated by the

Board of Examiners of the State of New Jersey, or any agent of the State Board of Examiners who is authorized to certify teachers.

B. Notification of Contract

Teachers shall be notified of their contract status for the ensuing year as directed by prevailing Statutes of the State of New Jersey.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

As vacancies arise, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement which shall occur during the following school year.

B. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the building principal and superintendent. Such statement shall include the grade 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.

C. The right and decisions of the Board and/or the Administration to make transfers and reassignments under this Article is not subject to the Grievance Procedure. Only the procedural aspects of this Article may be grieved.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

Vacancies in positions covered by this agreement will be filled by means of qualified available volunteers provided such volunteers are acceptable to the Administration.

B. Criteria

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Newton School District, length of service in the particular school building, and other relevant factors,

including among other things, State and/or Federal laws, rules, regulations, or administrative directives shall be considered.

C. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the building principal, 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 him.

D. Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned shall be placed in a position which does not involve a reduction in compensation. This article applies to Salary Guide Schedule A positions only.

E. The right and decisions of the Board and/or the Administration to make transfers and reassignments under this Article is not subject to the Grievance Procedure. Only the procedural aspects of this Article may be grieved.

ARTICLE XV

TEACHER EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Evaluation by Certificated Supervisors

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

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one day before any conference to discuss it. No such report shall be submitted in any central office, placed

in the teacher's file, or otherwise acted upon without prior conference with the teacher.

B. Procedure

1. Non-tenure teachers shall be evaluated at least 3 times per year. Tenure teachers shall be evaluated from time to time as deemed necessary or as requested by the Board.
2. Long forms of evaluation are due in the Superintendent's office on November 15 and March 15 each year; short forms of evaluation are due in the Superintendent's office on January 15 and June 15 each year.
3. Each formal written report shall be based on a minimum of 1 full teaching period of observation and shall include:
 - a) strengths of the teacher
 - b) weaknesses of the teacher
 - c) specific suggestions to the teacher to improve his performance in areas wherein weaknesses have been noted.
4. It is required that the written report with results be discussed with the teacher in depth, within 1 week of the observation.
5. The staff member evaluated will be given an opportunity to write on the evaluation form any objections to or disagreements with the evaluator's written report.
6. The staff member evaluated will sign the evaluation form, and date same, to indicate that it has been seen and reviewed. A statement may be added by the staff member which indicates that the evaluation is not agreed to, in part or in whole.
7. Copies of each form will be given to the staff member evaluated, and sent or given to the Superintendent of Schools, on or before the due date.
8. Utilization of other administrators, supervisors and teaching staff members, to help improve those who wish to be helped, will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.

ARTICLE XVI

TEACHER RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or his designee, Board or any Committee of the Board, or agent thereof, concerning any disciplinary matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

B. Evaluation of Pupils

1. Every teacher who grades pupils will develop an objective system of measurement, which system must be in compliance with Newton Board policy, Administrative Regulations and State and Federal Law. The grading system will be approved by the unit or department, by the immediate supervisor, the school principal and the Superintendent of Schools, and when approved will be in written form and will be made available to each concerned pupil and/or his or her parents, as appropriate. If subjective judgment is a factor in deriving a grade, the factor and its weight must be clearly identified and described. The teacher will maintain the right and responsibility for determining the initial grade and/or other initial evaluations of his or her pupils.
2. After appropriate conversations with a teacher and guidance counselor, any pupil or parent may request for review of a given grade and such request will be advanced to a committee of teachers and administrators. The committee will be made up of one (1) teacher from the involved unit or department, but not one who gave the grade, the department head of each of the units or departments in the school, and the principal of the school.
3. The committee will hear all interested parties, including the teacher who gave the initial grade or evaluation, collect all pertinent evidence and, after due deliberation, will offer a grade which will be final and binding on all parties.

ARTICLE XVII

ADMINISTRATORS ON DUTY

When schools are in session, an appropriately certified administrator shall be available at all times in the District. No administratively non-certified employee is expected to make administrative decisions, and they are directed not to do so.

ARTICLE XVIII

EXTRA TEACHING DUTIES

A. Compensation for Sacrifice of Non-Teaching Time

In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, a teacher may be assigned to act as a substitute. Volunteers and assigned substitutes shall be paid at the rate of 1/1000 of their annual contract salaries per class covered or the teacher may choose to credit these periods up to a total of 15 periods which shall entitle him to 3 additional personal business days to be taken before the end of the current school year. Such coverage shall be arranged by the principal and shall be distributed as equitably as possible among the teachers of said school.

B. Compensation for Combined Classes

In cases where regular substitutes are not available and two classes are to be combined for the day or a major part thereof, the teacher in charge shall be paid 1/200 of his annual contract salary in addition to his regular salary; if the class is divided between two or more other teachers, each teacher of any part of the split class shall receive 1/400 of his annual salary in addition to his regular salary.

C. In all cases covered by this Article, sections A and B, the teacher for whom substituted will have subtracted from his or her salary in the month paid, an amount equal to that paid to the substitute teacher. In the event that a teacher is substituted for by a permanently assigned substitute, not additionally paid under this provision, said teacher shall have deducted from his or her salary, at the rate of 1/1000 of their annual contract salaries per class covered.

ARTICLE XIX

FIELD TRIPS

Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight and weekend trips shall be voluntary.

ARTICLE XX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. 1. The Board of Education agrees to discuss with the NTA, through the Professional Relations Committee, any matters of mutual concern not covered in this agreement which the NTA or the Board of Education may wish to bring before the Professional Relations Committee and to reduce to written agreement those matters which both parties agree should be added to this agreement.
- B. 1. Copies of this Agreement shall be printed at the expense of the Board and Association. Such cost shall be proportionate according to the number of copies requested by each party. All teachers now employed, hereafter employed, or considered for employment by the Board shall be given a copy of Said Agreement.
- C. 1. This Agreement shall remain in effect from the date hereof until June 30, 1976, and shall thereafter be automatically renewed for a term of one year until June 30, 1977 unless prior to June 1, 1977 either party hereto gives notice to the other of its intention to terminate this agreement as of June 30, 1977.

In Witness Whereof, the said parties have hereunto set their hands and seals this _____ of September, 1975.

The Board of Education of the
Town of Newton

By: _____
President

Attest: _____
Secretary

The Newton Teachers Association

By: _____
President

Attest: _____
Secretary

SCHEDULE B

1975-1976 EXTRA PAY FOR EXTRA SERVICE GUIDE

Newton High School

Position

Audio Visual Aids Director	\$ 350.00
Class Advisors (8)	
Frosh and Soph (4)	500.00
Jr. and Sr. (4)	1,000.00
Dramatics (3 plays at \$350)	1,050.00
Color Guard, Twirlers, Drill Team Advisor	500.00
Marching Band Director	650.00
Marching Band Assistant	450.00
Sentinel Business Advisor	350.00
Sentinel Editorial Advisor	350.00
Student Council Advisor	450.00
Student Council Assistant	300.00
Yearbook Advisor	700.00
Debate Advisor	300.00
Summer Theatre	700.00
Department Chairmen (Base \$500 + \$20/staff over 5)	500.00
Summer Library	750.00

Halsted Street School

Audio Visual Aids Director	\$ 350.00
Summer Library	500.00
Student Government Advisor	150.00
Student Government Assistant	125.00
Student Government Assistant	75.00
Community Leaders	500.00

Merriam Avenue School

Audio Visual Aids Director	\$ 350.00
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Schedule B - Continued

Merriam Avenue School

Community Leaders	\$ 500.00
Summer Library	200.00

SCHEDULE C
COACHING SALARY GUIDE - 1975-1976

Newton High School

Boys

<u>Activity</u>	<u>Years Experience of Coaching Activity</u>					
	0	1	2	3	4	5
<u>Baseball</u>						
Head	700	800	900	1,000	1,100	1,300
J. V.	400	500	550	600	650	700
Frosh	400	450	500	550	600	
<u>Basketball</u>						
Head	700	900	1,000	1,100	1,300	1,500
J. V.	400	500	600	700	800	900
Frosh	400	500	600	700		
<u>Bowling</u>						
	300	400	500			
<u>Cross Country</u>						
	400	500	600	700	800	
<u>Football</u>						
Head	700	900	1,100	1,300	1,500	1,700
Assistants (2)	400	500	600	700	800	900
Assistants (2)	400	450	500	550	700	
<u>Golf</u>						
	350	450	500	600		
<u>Intramurals</u>						
	350					
<u>LaCrosse</u>						
Head	500	600	700	900	1,100	
Assistant	300	400	500	600		
<u>Tennis</u>						
	350	400	500	600		
<u>Track</u>						
Head	700	800	900	1,000	1,100	1,300
Assistants (2)	400	450	500	550	650	
<u>Wrestling</u>						
Head	700	900	1,000	1,100	1,300	1,500
J. V.	400	500	600	700	800	

Girls

<u>Basketball</u>						
Head	300	400	500			
Assistant	250					

Schedule C (Continued)

Newton High School

Girls

<u>Activity</u>	<u>Years Experience of Coaching Activity</u>					
	0	1	2	3	4	5
<u>Cheerleaders</u>						
Head	300	400	500			
Assistant	250					
<u>Field Hockey</u>						
Head	300	400	500	600		
Assistant	250					
<u>Intramurals</u>	350					
<u>Softball</u>						
Head	300	400	500			
Assistant	250					
<u>Track</u>						
Head	350	400	500	600		
Assistant	250					

Halsted Street School

<u>Basketball (Boys)</u>	300	400	500	600	700
<u>Cheerleaders (Girls)</u>	150	200	250	300	
<u>Intramurals (Boys)</u>	350				
<u>Intramurals (Girls)</u>	350				
<u>Track (Boys)</u>	200	250	300		
<u>Track (Girls)</u>	200	250	300		

Merriam Avenue School

Intramurals (Boys &
 Girls)

350

Newton Elementary System

<u>Wrestling</u>					
Head	300	400	500	600	700
Assistant	250	350	400	500	600

SCHEDULE B

SCHEDULE C

EXTRA PAY FOR EXTRA SERVICE AND COACHING SALARY GUIDE

For the school year 1976-1977 an additional sum of approximately six thousand,
three hundred dollars (\$6,300.00) will be allocated for extra pay for extra work
and coaching salaries.

MEMORANDUM OF AGREEMENT

This Agreement, made and entered into this 13th day of June, 1975, by and between the Newton Board of Education and the Newton Teachers Association.

The parties agree as follows:

1. Items heretofore agreed upon for inclusion or change in the Agreement will be incorporated therein.
2. The following items which were agreed upon during these negotiations (mediation) session and which are attached will be included in the Agreement:
 - a. XII Instructional Council
 - b. XVII Certification and Notification of Contract
 - c. XIX Voluntary Transfers and Reassignments
 - d. XX Involuntary Transfers and Reassignments
 - e. XXI Teacher Evaluations
 - f. Fully Bargained Provisions
3. Economic Changes as follows:
 - a. 1975-1976 - Dollars available for salary schedule A and all other cost and fringe benefits computed as follows:

Equal to 8.5% of 1974-1975 salaries, schedule A of those teachers to be employed for 1975-1976 as of the date of approval (adoption) of the 1975-1976 Budget - March 11, 1975.
 - b. 1976-1977 - Dollars available for salary schedule A and all other cost and fringe benefits computed as follows:

Equal to 10.5% of 1975-1976 salary schedule A of those teachers to be employed for 1976-1977 as of the date of approval (adoption) of the 1976-1977 Budget. See page 3.
4. The negotiating committees agree to unanimously recommend to their principals approval and/or ratification of the Agreement.
5. The Agreement is subject to the drafting of a mutually acceptable total Agreement.

Memorandum of Agreement (Continued)

6. The parties will forward to the mediator and PERC a copy of the executed Agreement.
7. This Memorandum is subject to the approval and/or ratification of the Agreement by the N.T.A. and the Board.
8. The mediator shall retain jurisdiction in this matter until execution of the Agreement.
9. Duration - 2 years.

Item 3-c

1975-1976 - All monies (8.5%) applied to Salary Guide Schedule A.

1976-1977 - Of 10.5%, 9% applied to Salary Guide Schedule A and balance as follows:

1. Full family dental plan - cost not to exceed \$26,000.
2. Remainder of approximately \$6,300 applied to Extra Pay for Extra Work.

NEWTON TEACHERS ASSOCIATION

NEWTON BOARD OF EDUCATION

By: _____

By: _____

Witnessed by: _____
PERC Mediator at Newton, N. J.