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02-54

PREAMBLE

This Agreement entered into this _____ day of _____, 1971, by and between the Board of Education of the Township of Rochelle Park, County of Bergen, hereinafter called the "Board", and the Rochelle Park Education Association, Rochelle Park, Bergen County, New Jersey, hereinafter called the "Association".

THIS BOOK DOES NOT CIRCULATE

WITNESSETH

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations, pursuant to Chapter 303, Public Laws 1968, for all personnel employed by the Board, whether under contract, or on approved leave, including tenure employees, probationary employees, and interim employees, but not including those on a per diem basis as follows:

- | | |
|--------------------|----------------------------|
| Classroom Teachers | Custodial Staff |
| School Nurse | Secretarial Staff |
| Guidance Counselor | Special Teachers (Speech |
| Cafeteria Workers | Therapy, Remedial Reading) |
| Librarian | |

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

B. Definition

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II. NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline; Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

1971-73

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III. GRIEVANCE PROCEDURE

A. Definition of Grievance

The term "grievance" means a complaint by an employee of the Rochelle Park Board of Education that, as to him, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting the terms and conditions of any employee. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance. The employee making the complaint shall henceforth be referred to as the "aggrieved person".

B. Exceptions

The term "grievance" shall not apply to any matter which

1. a method of review is prescribed by law or State Board rule having the force and effect of law, or
2. the Board of Education is without authority to act, or
3. the complaint of a non-tenure teacher which arises by reason of his not being re-employed.

C. Procedure

Level I

A grievance of an employee shall initially be presented orally to the Administrative Principal. Said oral presentation shall be made directly by the aggrieved person and/or designated representatives.

Level II

If the Administrative Principal does not resolve the grievance to the satisfaction of the aggrieved person(s), he/they shall within five (5) working days present the grievance in writing to the Administrative Principal. His decision and reasoning for same in writing shall be submitted to the aggrieved person(s) and/or his designated representatives within five (5) working days.

Level III

Should the aggrieved person(s) be dissatisfied with the decision of the Administrative Principal, he/they shall submit the grievance in writing to the Board of Education of Rochelle Park.

Level IV

The Board shall then take action with respect to the grievance. Within ten (10) working days after the said aggrieved person has submitted his report, the Board shall submit, in writing, its decision and the reasoning behind same, to the aggrieved person.

Level V

Should the aggrieved person be dissatisfied with the decision of the Board at Level IV, he shall within ten (10) working days of said decision, be granted the right of appearing before the entire Board with his representative(s) in order that he might personally explain and clarify his position in respect to said grievance. The Board of Education shall render its decision of the appeal in writing within ten (10) working days of the hearing.

Level VI

If the aggrieved person is not satisfied with the disposition of his grievance at Level V, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Board, he may, within five (5) working days after a decision by the Board or fifteen (15) working days after the grievance was delivered to the Board, whichever is sooner, submit said grievance to the Commissioner of Education.

Level VII

a. If the Commissioner of Education has refused to rule on said grievance, the aggrieved person has the right to request in writing that the Association submit his grievance to Advisory Arbitration within fifteen (15) working days of the Commissioner's decision.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association and/or the aggrieved person, shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and/or the aggrieved person and hold hearings promptly and shall issue his decision not later than twenty (20) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and/or the aggrieved person, and shall be advisory and not binding on either party.

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

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Since it is important that all grievances, including year-end grievances, be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

3. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

4. Written Decisions

Decisions rendered at level I which are unsatisfactory to the aggrieved person and all decisions commencing with Level II of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE IV. TEACHERS RIGHTS

- A. Every teacher will be entitled to such rights as guaranteed by the U.S. Constitution, Federal laws and regulations, New Jersey State Constitution, New Jersey laws and statutes, the rules and regulations of the State Board of Education.
- B. The Administrative Principal as agent for the Board is empowered to direct, discipline and guide the staff as part of his day-to-day responsibility. If a teacher feels that any of his rights are being unjustly violated, he may invoke steps of the grievance procedure outlined in Article III.
- C. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Rochelle Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed by the Administrative Principal without consulting with the teacher. If it has not been resolved to the satisfaction of the teacher, he has the option to go directly to the Board.

- D. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students or parents.

ARTICLE V. ASSOCIATION RIGHTS AND PRIVILEGES

Released Time for Meetings

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

ARTICLE VI. TEACHERS WORK YEAR

- A. Teachers may be required to attend a maximum of two (2) orientation-preparation days prior to the opening of school in September. New teachers may be required to attend one (1) additional day prior to the opening of school in September.
- B. Teachers may also be required to attend a maximum of three (3) work days at the end of the school year. If the requirements for these work days are completed in less than three (3) days, the teachers will be excused accordingly.

ARTICLE XI. TEACHER EMPLOYMENT

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1st of the current year. Contracts of the non-tenure teachers shall be issued by the Board no later than May 15th, and said contracts shall be returned to the Board within ten (10) school days. This provision shall only be applicable if agreement has been reached between the Association and the Board two weeks prior to April 1st. If agreement is reached any time after April 1st, the Board shall issue contracts within ten (10) days of such agreement. Non-tenure teachers shall be notified as to whether or not they are going to be re-employed for the following school year no later than May 15th in any event.

ARTICLE XII. SALARIES

- A. The salaries of classroom teachers, the Guidance Counselor, Special Teachers (Speech Therapy, Remedial Reading) are set forth in Schedule "A", which is attached hereto and made a part hereof.
- B. The salaries for the Secretarial Staff are set forth in Schedule "B", which is attached hereto and made a part hereof.
- C. The salary of the School Nurse shall be \$8,115.00.
- D. The salaries of the Custodial Staff shall be as set forth in Schedule "C", which is attached hereto and made a part hereof.
- E. The salaries of the Cafeteria Personnel shall be as set forth in Schedule "D", which is attached hereto and made a part hereof.
- F. The stipend for Extra-Curricular Activities shall be as set forth in Schedule "E", which is attached hereto and made a part hereof.

ARTICLE XIII. METHOD OF PAYMENT

- A. All those employed on a 10-month basis shall be paid in twenty (20) semi-monthly installments.
- B. All those employed on a 12-month basis shall be paid in twenty-four (24) semi-monthly installments.
- C. Each employee may individually elect to have 10% of his monthly salary deducted from his pay and placed in an interest-bearing account in one central place for banking.
- D. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

- E. Final Pay

Each employee shall receive his final pay on his last working day.

ARTICLE XIV. TEACHER ASSIGNMENT

Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

ARTICLE XV. VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than June 1st of each school year, the Administrative Principal shall deliver to the Association and post in the school building a list of the known vacancies which shall occur during the following school year.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Administrative Principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1st.

ARTICLE XVI. ADVANCEMENT IN POSITION

In the event a position for advancement should be open in the school system, consideration will be given to qualified employees when filling this position. Advance notice of the new position will be given to all employees by the Administrative Principal. It is understood and agreed, however, that the Board of Education shall have the sole and exclusive right to make the final determination as to filling of said position, and the decision of the Board in this matter shall not be a subject or a cause for invoking the grievance procedure.

A. Date of Posting

A notice shall be posted as far in advance as practicable and within thirty (30) days of the closing date for applications. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Administrative Principal within the time limit specified in the notice, and the Administrative Principal shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Administrative Principal's Office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

ARTICLE XVII. TEACHER EVALUATION

- A. All teachers shall be evaluated by the Administrative Principal during the School Year, and the number and dates of evaluation shall be at the sole and absolute discretion of the Board. Nothing herein shall be construed to give a non-tenure teacher who is not rehired, the right to invoke the grievance procedure.

- B. Report of Evaluation

A teacher shall be given a carbon copy of any class visit or evaluation report and have the right to initial the original copy before it is placed in the personnel file. The teacher shall also have the right to make a comment on his evaluation if he disagrees with anything in the evaluator's report.

ARTICLE XVIII. TEMPORARY LEAVES OF ABSENCE

- A. Religious

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

- B. Temporary Military (Two Week)

As per Board policy. Pay will be the difference between regular salary and Government pay.

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

ARTICLE XIX. INSURANCE PROTECTION

- A. The Board will pay the full premium for each employee under the New Jersey State Health Benefits Plan.
- B. In addition to the provisions of "A" above, the Board agrees that the New Jersey State Health Benefits Plan for family coverage shall be instituted in the Rochelle Park School System. The Board further agrees to pay the full premiums for said family plan.
- C. The Association agrees that there shall be no duplication of coverage under the family plan (viz., if an employee's spouse is already covered by the State Plan or the equivalent thereof, the Board shall not be required to duplicate such coverage).
- D. The Board Secretary shall provide all the necessary forms for the enrollment or change in the New Jersey State Health Benefits Plan. Employees are responsible for providing the Board's Secretary with required data within the ten working days of their effective starting date of employment.

ARTICLE XX. PROFESSIONAL DEVELOPMENT

The Board encourages the staff to enhance their professional standing and thereby benefit the children of Rochelle Park by furthering their education with courses, workshops, seminars and in-service training sessions. The +30 steps in the salary guide are intended to be incentive steps to reimburse the teacher for these endeavors.

ARTICLE XXI. MEETINGS

In order to improve communication and aid in dissemination of information, meetings will be held after school hours by a committee of the Teachers Association and a committee of the Board at such time to be mutually agreed upon.

ARTICLE XXII. GENERAL PROVISIONS

- A. This Agreement is subject to the laws of the State of New Jersey and the decisions, rules and regulations of the State Board of Education and the decisions of the State Education Commissioner.
- B. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.
- C. The Association agrees to take no action that will demean the process or will be contrary to the laws of the State of New Jersey pertaining to strikes, work stoppage or sanctions, or to take any other collective action to disable or impede the Board in the discharge of its statutory duties, and agrees that such action would constitute a material breach of this Agreement.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS

A. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

C. Printing Agreement

Copies of this Agreement shall be provided at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

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

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

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

ARTICLE XXIV. DURATION OF CONTRACT

A. Duration Period

This agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1973.

B. Wage Re-opener - Salaries

On or before October 15, 1971 the Board and the Association shall begin negotiations with respect to salaries for 1972-73. Any other matter may be re-opened by mutual consent of the parties. All other terms and conditions of this Agreement shall continue to be binding on the parties hereto during such negotiations.

C. Status of Incorporation

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ROCHELLE PARK EDUCATIONAL ASSOCIATION

ROCHELLE PARK BOARD OF EDUCATION

By _____
(President)

By _____
(President)

By _____
(Secretary)

By _____
(Secretary)

Schedule A

TEACHERS SALARY GUIDE

1971 - 1973

<u>Years Experience</u>	<u>BA</u>	<u>BA plus 30</u>	<u>MA</u>	<u>MA plus 30</u>
1	\$8,100	\$8,500	\$8,800	\$9,500
2	8,400	8,800	9,100	9,800
3	8,700	9,100	9,400	10,100
4	9,000	9,400	9,700	10,400
5	9,300	9,700	10,000	10,700
6	9,600	10,000	10,300	11,000
7	9,900	10,300	10,600	11,300
8	10,200	10,600	11,000	11,700
9	10,500	10,900	11,400	12,100
10	10,800	11,300	11,800	12,500
11	11,200	11,700	12,200	12,900
12	11,600	12,100	12,700	13,400
13	12,000	12,500	13,200	13,900
14	12,400	12,900	13,700	14,600
15	12,900	13,400	14,200	15,300

Schedule B

SECRETARIES SALARY GUIDE

1971 - 1973

<u>Years Experience</u>	<u>Secretary</u>	<u>Administrative Secretary</u>
1	\$4,700	\$5,500
2	4,900	5,700
3	5,100	5,900
4	5,300	6,100
5	5,500	6,300
6	5,700	6,500
7	5,900	6,700
8		6,900

Schedule C

CUSTODIANS SALARY GUIDE

1971 - 1973

<u>Years Experience</u>	<u>Head Custodian</u>	<u>Regular Custodian</u>
1	\$7,150	\$6,250
2	7,350	6,450
3	7,550	6,650
4	7,750	6,850
5	7,950	7,050
6	8,150	7,250
7	8,350	7,450
8	8,550	7,650
9	8,750	7,850
10	9,000	8,050

Schedule D

CAFETERIA WORKERS SALARY GUIDE

1971 - 1973

Senior Cafeteria Worker	\$5,950
First Assistant	4,200
Second Assistant	3,350

Schedule E

EXTRA-CURRICULAR ACTIVITIES - STIPEND GUIDE

1971 - 1973

Coaching

Baseball	\$ 325
Basketball	325
Cheerleading	200