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1971 - 1973

AGREEMENT

between

ROCKAWAY TOWNSHIP BOARD OF EDUCATION

and

ROCKAWAY TOWNSHIP EDUCATION ASSOCIATION

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ROCKAWAY TOWNSHIP EDUCATION ASSOCIATION EXECUTIVE COMMITTEE

PresidentAaron Feldman
 Vice President Carmela Nigro
 Recording Secretary Joseph J. Youngman
 Corresponding Secretary... Donald Kihlstrom
 TreasurerLawrence Chammings

PREAMBLE

Pursuant to the provisions of Chapter 303, Public Laws of 1968, this agreement is entered into this day of 1971, by and between the Board of Education of Rockaway Township, New Jersey, hereinafter called the "Board" and the Rockaway Township Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel (hereinafter called teachers) under contract with the Board, including:

classroom teachers, guidance personnel, helping teachers, subject coordinators, social workers, nurses, learning disability teachers, speech therapists, librarians, special teachers (art, music, physical education, home economics, industrial arts, typing), school psychologists and unassigned teachers;

but excluding:

supervisory, administrative and executive personnel; office, clerical, maintenance, food service, and transportation personnel; teachers aides and substitute teachers.

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

ARTICLE II - NEGOTIATION PROCEDURE

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board agrees to enter into collective negotiations with the Association in a good faith effort to reach agreement on terms and conditions of employment.
- B. The Board shall receive all employee proposals in writing prior to the start of negotiations. The time and place of meeting shall be set by a mutual consent.
- C. The Association shall submit its proposals in writing to the Board not later than September 15 of the calendar year preceding the year in which the agreement is to go into effect. The Board shall submit in writing to the Association not later than October 8, its proposals and counter proposals.

The parties shall then agree upon a date which shall be no later than October 15, for the first joint meeting of the parties, at which meeting negotiations shall commence.

- D. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board, at its discretion, may make available to the Association pertinent non-confidential records, data and information of the Rockaway Township School District.
- E. Any agreements negotiated shall incorporate the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of any agreement, neither party shall be required to negotiate

with respect to any such matter whether or not covered by the agreement and whether or not within the knowledge or contemplation of either or both parties at the time the agreement was negotiated and signed.

- F. In the event either party chooses to be represented at negotiation sessions by professional consultants, appropriate advance notice in writing shall be provided to the other party.
- G. Any agreement negotiated shall be reduced to writing and signed by duly authorized representatives of the parties, indicating ratification by the parties. The Board shall furnish copies of ratified agreement for distribution to all employees covered by the contract within a reasonable period following ratification by the parties to the contract. The Board will make every effort to supply the copy of the ratified agreement at as early a date as possible.
- H. Whenever negotiations concerning the terms and conditions of employment shall reach an impasse, the parties reserve the right to request that the Public Employment Relations Commission take such steps as it may deem expedient to effect a voluntary resolution of the impasse.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by any employee or the Association that, as to him, there has been a personal loss or injury because of an administrative decision affecting said employee, or an unjust application, interpretation or violation of a policy, or agreement. The term "grievance" and the procedure relative thereto shall not apply to a complaint of a non-tenure teacher which arises by reason of his not being re-employed after only two years on probation.
2. The term "employee" shall mean any regularly employed individual receiving compensation from the Board, but shall not include the superintendent.
3. The term "representative" shall include any organization, agency or person authorized or designated by any employee or group of employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them.
4. The term "immediate" superior shall mean the principal or other supervisor to whom the aggrieved employee is directly responsible.
5. The term "party" shall mean an aggrieved employee, his immediate superior, the school principal or any staff members below the superintendent who may be affected by the determinations in connection with the procedure herein established.

6. The term "administrative decision" within the meaning of this contract and grievance procedure, is defined as being that which does not involve the interpretation, application or violation of the terms or provisions of this contract.

B. Policy

1. All interested parties shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level, without interfering with the normal school operations. Proceedings shall be kept as informal and confidential as possible.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination and reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process it through all prescribed levels with or without intervention by the Association, as the employee may elect. The Association shall, however, be given the opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation.
5. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
6. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties at each level.
7. It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof, shall have been fully determined. If time is lost by an employee in processing a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the superintendent), the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time as defined in Article IV.

8. Administrative decisions as defined in A. Definitions, No. 6 above, shall be grievable up to and including the Board of Education only.
9. The binding arbitration provisions of this contract shall pertain only to the interpretation, application or violation of the terms or provisions of this contract.

C. Procedure

Level One (informal):

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

Level Two (formal):

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

Level Three

1. The employee, not later than five (5) school days after receipt of the immediate superior's written decision, may appeal the decision to the superintendent. The appeal must be in writing and include copies of all relevant documents generated at Level Two, as well as a statement explaining the employee's dissatisfaction with decisions previously rendered. The employee shall, at the time of the appeal being filed, also furnish the immediate superior with a copy of any newly generated documentation.
2. The superintendent shall attempt to resolve the matter as quickly as possible, and may conduct such hearings as he deems necessary with

interested parties. Within ten (10) school days after receipt of the written grievance (unless a different period is mutually agreed upon), the superintendent shall, in writing, advise the employee of his determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.

Level Four

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

Level Five

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

Level Six

1. In the event a grievant is dissatisfied with the determination of the Board, he shall have the right, consistent with B., Policy, No. 8 and 9, above,

to binding arbitration with the following exception:

A non-tenure teacher grieving his third year non-reemployment shall have the right to advisory arbitration only.

2. A request for arbitration shall be made known to the superintendent in writing no later than ten (10) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a request.
3. Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing, of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal while the matter is under arbitration.
4. The following procedure may be used to secure the services of an arbitrator:
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract from the agreement between the parties or any policy of the Board. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
 - e. Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared equally. The two parties may be either the Board and the Association or the Board and the aggrieved person.

ARTICLE IV - LEAVES OF ABSENCE

A. Sick Leave

1. Definition

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

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

2. Regular Sick Leave

- a. Employees shall be entitled to sick leave with full pay at the rate of twelve (12) days per year, as of the first official day of the school year.
- b. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.
- c. In the event of absence for illness or injury in excess of five (5) consecutive days, the superintendent may require a physician's certificate as a prerequisite for continued sick leave salary payments. During periods of prolonged absence, the superintendent may require submission of medical certificates at two week intervals, certifying that the employee is under medical care and cannot perform regularly assigned school duties.

3. Extended Sick Leave with Full Pay

In the event that sick leave accumulation is exhausted while a regular employee is on sick leave due to prolonged illness or disability, he or shee shall be granted additional full pay allowance for the extended absence under the following conditions:

- a. That the regular employee is on tenure status.
- b. That a request for full pay allowance is made in writing to the superintendent before the expiration of the period covered by the regular full pay sick leave allowance.
- c. That the request is accompanied by a physician's certificate, indicating the employee's health status and an estimate of when the employee can be expected to return to normal duty.

- d. That the additional sick leave full pay allowance be based on five (5) days for each year, or portion thereof, that a regular employee has been on tenure status.
- e. That the allowance shall take effect on the expiration of the regular full pay sick leave allowance and prior to the application of the extended-sick-leave-with-partial-pay provisions of this Article.
- f. That the application of the additional sick leave full pay allowance be for hospitalization and/or home confinement during the employment of any one employee, except that if it is not entirely used in one period, the employee may request any balance of the full days be applied to a subsequent sick leave period under the same conditions as originally granted.

4. Extended Sick Leave with Partial Pay

- a. After one full year of service, a regular employee who is ill or disabled for a period in excess of his or her total sick leave accumulation, shall receive his or her salary less the established rate of substitute pay (whether or not a substitute is employed) for a period equivalent to five (5) days for each year, or part thereof, such employee has been regularly employed by the Board. This additional sick leave shall not extend beyond June 30th of the school year in which the illness or injury occurs.
- b. When such employee is absent on extended sick leave for a period in excess of five (5) consecutive days, the superintendent may require a physician's certificate as a prerequisite for further sick leave salary payments.
- c. That the application of the additional sick leave partial pay allowance be for hospitalization and/or home confinement during the entire employment of any one employee, except that if it is not entirely used in one period the full days be applied to a subsequent sick leave period under the same conditions as originally granted.

5. Involuntary Sick Leave

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

B. Temporary Leaves of Absence

1. Regular employees shall be entitled to temporary, non-cumulative leaves of absence in accordance with the following:
 - a. Up to five (5) days at any one time with full pay when death occurs in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, and any other members of the immediate household).
 - b. One day with full pay to attend the funeral of a close friend or relative (other than the immediate family).
 - c. Up to three (3) days with full pay, per school year, to care for a member of the immediate household family who is ill.
 - d. Up to two (2) days with full pay per school year to attend to matters of personal business which are so pressing that they demand immediate attention and cannot be attended to at a time when schools are not in session. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations.
 - e. Employees called for jury duty shall be paid an amount equal to the difference between the employees' daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the employee reports for or performs jury duty, provided that the employee cooperates with the administration in seeking to be excused from such duty.
 - f. Employees shall be granted leave with full pay for time necessary to appear in any legal proceedings connected with their employment or with the school system, if the employee is required by law to appear.
 - g. Brief leaves of absence with full pay will be granted to employees required to perform short periods of military duty during the school year, in accordance with Chapter 351, Section 38:23-1 of the Revised Statutes of New Jersey. A copy of the military orders shall be filed with the Secretary of the Board.
 - h. Brief leaves of absence without pay not covered elsewhere in this Article shall be granted only with the approval of the superintendent.
2. Application for temporary leave as defined above shall, whenever possible, be made to the principal or immediate superior at least two days in advance of the contemplated absence. When prior notification is not possible, a report of the circumstances relative to the absence will be made within two days after return to duty.

C. Extended Leaves of Absence

1. The Board will grant extended leaves of absence to employees for reasons specified in succeeding paragraphs. Unless otherwise indicated, the following conditions will apply to such leaves:
 - a. Requests for extended leave shall be made in writing to the superintendent at the earliest possible date.
 - b. Eligibility shall be limited to tenure employees.
 - c. All extended leaves shall be limited to the school year in which the leave commences and the following school year, not to exceed a total of two school years.
 - d. Salary increment and tenure credit shall not accrue unless the employee has worked for more than 120 days in the school year.
 - e. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
 - f. Written notice of intention to return or resign as well as requests for extension of leave shall be submitted to the superintendent by April 1, of the year in which the leave expires.
 - g. An employee returning from extended leave shall do so at the beginning of the school year. Reinstatement during the school year shall be at the discretion of the Board.
2. Military leave without pay shall be granted to any employee regardless of tenure status, who is inducted or enlists for one period of service in any branch of the Armed Forces of the United States. A copy of military orders shall accompany the written request for such leave. Regular salary increments shall accrue.
3. A leave of absence without pay shall be granted to an employee, regardless of tenure status, who joins the Peace Corps, VISTA, National Teachers Corps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship, and is a full time participant in such programs. Regular salary increments shall accrue.
4. A maternity leave of absence without pay shall be granted under the following conditions:
 - a. The employee shall notify the superintendent in writing as soon as her pregnancy is medically confirmed.
 - b. The leave shall become effective not later than three months prior to the anticipated date of birth. Upon recommendation of the superintendent, supported by medical certificate, the Board may approve commencement of leave at a later date.

- c. A female employee adopting an infant child shall be entitled to similar leave, commencing with her receiving de facto custody of the infant, or earlier if necessary to fulfill the requirements for adoption.
5. Any employee regardless of tenure status, who sustains an injury while in the performance of his assigned duties, free of any negligence on his part, which causes loss of time and is compensable under the New Jersey Labor and Workmen's Compensation Law, shall receive full salary for a maximum period of one calendar year, provided that the employee shall forward to the Board Office all Workmen's Compensation and Disability checks (properly endorsed) received by him in connection with such injury.

Such absence shall not be charged against the employee's sick leave. Sick leave shall accrue.
6. Any regular employee who has exhausted all paid sick leave to which he or she is entitled and who cannot perform assigned duties due to illness or injury, shall be granted a leave of absence without pay for such time as is necessary for complete recovery, not to extend beyond June 30 of the school year following the commencement of the leave. Further extensions may be granted at the will of the Board.
7. A leave of absence without pay shall be granted to any tenure teacher for up to one full school year for full time attendance at an accredited graduate school.
8. Other leaves of absence without pay may be granted by the Board, upon recommendation of the superintendent.

ARTICLE V - INSURANCE PROTECTION

- A. Full family Blue Cross - Blue Shield with Rider J and Major Medical coverage shall be provided through the New Jersey Public and School Employees Health Benefit Plan. The Board shall pay the full premium for each teacher, and where appropriate, for family plan insurance coverage.
- B. There will be no change in insurance carrier during the 1971/72 and 1972/73 school year, except by mutual agreement.
- C. The Board shall notify the carrier to provide to each teacher a description of the health care insurance coverage provided under this Article at the beginning of the 1971/72 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VI - SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part hereof (Schedules A, B and C).
1. Teachers shall receive two (2) salary checks every month for ten (10) months. Such checks are to be received by the teachers on the 15th and 30th of the month. In the event the 15th or 30th falls on a weekend or on a non-teaching day, such check shall be received by the teachers on the last banking day prior to such non-school day.
 2. Teachers receiving payment on a ten (10) month basis may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. These funds shall, to the extent possible, be paid at the end of the interest period, on June 30, 1972.
 3. When a pay day falls on or during a school holiday, vacation or week end, teachers shall, to the extent feasible, receive their pay checks on the last previous working day.
 4. Teachers shall to the extent feasible, receive their final checks on the last working day in June.
 5. Teachers may elect to have deducted from their pay checks one (1) United States Savings Bond in the amount of twenty-five (\$25.00) dollars. Actual cash value to be deducted monthly is eighteen dollars and seventy-five cents (\$18.75). Requests for termination of savings bonds deduction must be submitted sixty (60) days prior to effective date. Payroll deduction authorization can be submitted only during the month of September.
 6. The salaries of the school psychologists are not specified in this Agreement and shall be a matter of mutual agreement between the Board and said psychologists during the term of this Agreement.

SCHEDULE A

1971-72 ROCKAWAY TOWNSHIP SALARY GUIDE

<u>Guide Level</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>Ph. D.</u>
1	8,050	8,450	8,650	9,050	9,450
2	8,453	8,873	9,083	9,503	9,923
3	8,856	9,296	9,516	9,956	10,396
4	9,259	9,719	9,949	10,409	10,869
5	9,662	10,142	10,382	10,862	11,342
6	10,044	10,543	10,793	11,292	11,791
7	10,426	10,944	11,204	11,722	12,240
8	10,808	11,345	11,615	12,152	12,689
9	11,190	11,746	12,026	12,582	13,138
10	11,572	12,147	12,437	13,012	13,587
11	11,934	12,527	12,826	13,419	14,012
12	12,296	12,907	13,215	13,826	14,437
13	12,658	13,287	13,604	14,233	14,862
14	13,020	13,667	13,993	14,640	15,287
15	13,382	14,047	14,382	15,047	15,712
16	13,744	14,427	14,771	15,454	16,137

LONGEVITY

(17)	L-1	14,044	14,727	15,071	15,754
(18)		(14,054)	14,755	15,109	15,810
(19)	L-2	(14,364)	15,083	15,447	16,166
(20)		(14,674)	15,411	15,785	16,522
(21)		(14,984)	15,739	16,123	16,978

1. After 1970-71, all teachers beyond step 16 shall be in a longevity status and shall receive an annual pay adjustment equal to the difference between the new and old guides at step 16 of the appropriate training level.
2. In addition to the annual adjustments in paragraph 1. above, teachers entering the first, sixth and eleventh years of longevity status after 1970-71 shall receive increments as follows:

First Year	- \$300
Sixth Year	- \$500
Eleventh Year	- \$500
3. All pay adjustments noted above shall be in addition to earned training level differentials.

SCHEDULE B

NURSES' SALARY GUIDE

(1971-72 School Year)

<u>Step</u>	<u>Salary</u>
1	7,000
2	7,350
3	7,700
4	8,050
5	8,400
6	8,750
7	9,100
8	9,450
9	9,800
10	10,150
11	10,500
12	10,850
13	11,200

SCHEDULE C

ADDITIONAL STIPENDS

(1971-72 School Year)

<u>Category Title</u>	<u>Stipend*</u>
1. Curriculum Coordinator	\$972
2. Helping Teacher: a. basic duties	\$756
b. district-wide duties	\$324
3. Art Coordinator	\$540
4. Music Coordinator	\$540
5. Physical Education Coordinator	\$540
6. Head Nurse	\$540

*In addition to salary on Schedule A or B

- A. Any contemplated changes in responsibilities and duties of coordinators as outlined in job description shall not be effective until after a consultation between the coordinators and administration.
- B. Whenever possible, all coordinators who are responsible for subject area teaching, in addition to their positions as coordinators, shall be granted release time of one-half day per week for supervisory duties.

ARTICLE VII - NURSES

The parties hereto agree that the subject matter of nurses' salaries shall be reopened for negotiations in the second year of this agreement. It is further agreed that a study shall immediately be undertaken to determine the feasibility of the implementation of a health program wherein nurses holding college degrees and who have been assigned teaching duties, that is the teaching of health classes, shall during the period of such assignment receive payment in accordance with the individual nurse's appropriate position on the teacher's salary guide.

ARTICLE VIII - DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Rockaway Township Education Association, the Morris County Councils of Education Associations, the New Jersey Education Association or the National Education Association, or any one of 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 Rockaway Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. 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 and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 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 Rockaway Township Education Association to receive dues and distribute according to the organization(s) indicated:

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

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. Additional 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 continue to deduct from teachers' 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 in accordance with applicable law, at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE IX - TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States. That it shall not take punitive action against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in activities of the Association and its affiliates which do not conflict with normal professional duties, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this

agreement, or otherwise, with respect to any terms or conditions of employment.

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

ARTICLE X - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, names of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Board may, at its discretion, furnish the Association with tentative budgetary requirements and allocations.
- B. Whenever any representative of the Association or any teacher is scheduled by the Board or Administration to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

- C. Representatives of the Association, Morris County Councils of Education Associations, N.J.E.A., and N.E.A. shall be permitted to transact official Association business on school property at such times and places which will not interfere with, nor interrupt, normal school operations, provided that the Administration is notified in advance whenever practicable.
- D. The Association and its representatives may use school buildings for meetings at reasonable hours. The appropriate building principal shall be notified and shall approve in advance in order to avoid conflict with other scheduled activities or normal school operations.
- E. The Association may use school equipment, including office and audio-visual equipment, at reasonable times when such equipment is not otherwise in use and will not interfere with normal school operations. The Association shall reimburse the Board for the cost of all materials and supplies incidental to such use.
- F. The Association shall have the use of a bulletin board in each school faculty lounge/work study room and shall have the right to post materials without prior approval. The superintendent shall also designate space on the central office bulletin board for Association notices. The superintendent may remove any material from the latter bulletin board which he deems offensive. The Association shall be responsible for all materials it posts on school property.
- G. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary, with the knowledge of building principals and provided such use of interschool mail facilities is not deemed by the superintendent to interfere with normal school operations.
- H. The superintendent shall grant release time with pay to the president of the Association, or his duly designated representative, to attend to Association business which cannot be handled during non-school hours, to the extent of one-half day per school week to a maximum of (3) three hours per week on a ten (10) month per year basis, which time shall be non-cumulative. No substitute shall be required to replace the Association representative so released. Therefore, it is understood that the Association representative will obtain prior approval from the building principal.

ARTICLE XI - BOARD RIGHTS

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

ARTICLE XII - TEACHER WORK YEAR (1971-72)

The School Calendar shall be constructed by the Board so as to provide 185 days of instruction, including therein provision for emergency closing of schools because of inclement weather. However, it is expressly understood that in no event shall the school year consist of less than 180 days. In addition, teachers may be required to report for duty one day prior to the opening of school and one day after the closing of school. Teachers new to Rockaway Township also may be required to attend one additional day of orientation before the school year begins.

ARTICLE XIII - TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B.
 - 1. Teachers are expected to report for duty by the time the first bus is scheduled to arrive at school.
 - 2. Teachers shall remain in school until all of the children have been dismissed and their professional obligations have been fulfilled.
 - 3. A duty-free lunch period of at least thirty minutes shall be granted to all teachers. Teachers may leave the building without requesting permission during their duty-free lunch period.
 - 4. It is the intent of the Board to eliminate professional supervision of daily lunch time activities unless adequate supervision cannot be provided.
- C.
 - 1. Regular classroom teachers shall neither be required to work beyond the regular teacher in-school work year, not beyond the normal in-school work day.
 - 2. Teachers participating in non-teaching functions after normal school hours do so on a voluntary basis without additional compensation as part of their professional responsibilities.

ARTICLE XIV - NON-TEACHING DUTIES

- A. The Board shall employ non-instructional aides beginning with the 1971-72 school year, who shall perform the following non-teaching duties wherever possible and within budgetary capabilities:
 - 1. Lunchroom supervision
 - 2. Playground duties
 - 3. Bus duty
 - 4. Collection of monies
 - 5. Any other duties mutually agreed upon by principal and staff of each building.

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

ARTICLE XV - TEACHER EMPLOYMENT

- A. The Board will endeavor to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. 1. Each teacher now employed is assumed to be on his proper step of the salary schedule as of the beginning of the 1971/72 school year in accordance with paragraph 2 below.
2. Upon initial employment, full credit may be given on the Teacher Salary Schedule for up to 13 years of previous teaching experience in a duly accredited school. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System, or two (2) years for Peace Corps, VISTA or National Teacher Corps work or time spent on a Fulbright scholarship shall be given upon initial employment.
- C. Restoration of accumulated unused leave days shall be limited to teachers returning from extended leaves of absence in accordance with Article IV of this Agreement.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. The superintendent may extend the deadline when, in his judgment, further evaluation is required, provided the teacher is notified of the extension on or before April 30.
- E. First Year Probationary Teachers
1. A first year probationary teacher (non-tenure), upon notice that his or her contract will not be renewed for the ensuing year, may request, and shall be granted, a private hearing with the superintendent, at which time the superintendent shall state the reasons for his decision.
2. Notice of non-renewal in the aforementioned instance shall, whenever possible, be issued no later than April 30. The superintendent may extend the deadline when, in his judgment, further evaluation is required, provided that the teacher is notified of the extension on or before April 30.
3. The notice of non-renewal and/or the reasons given for said action shall not serve as a basis for filing a grievance in accordance with Article III of this Agreement.

ARTICLE XVI - TEACHER ASSIGNMENTS

- A. 1. All teachers shall be given preliminary written notice of their grade and/or subject assignments and building assignments, for the coming year, not later than May 30.
2. The superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level as soon as practicable.
3. In the event that changes in such schedules, grade and/or subject assignments, or building assignments, are proposed, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and, at the teacher's option, a representative of the Association.
4. Subsequent reassignments may be made only for valid professional reasons.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certification without their consent.
- C. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as is practicable.
2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel between school buildings at the rate of twelve cents (\$.12) per mile. The Board reserves the right to establish standard distance allowances between school buildings.

ARTICLE XVII - VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than April 30 of each school year, the superintendent shall notify the Association and post in all school buildings, a list of the known professional vacancies which shall occur during the following school year. A teacher may apply for any position so listed within fifteen (15) school days of posting.
2. 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 superintendent not later than April 1. 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.

3. As soon as practicable, and no later than May 30, the superintendent shall provide the Association with a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied without explanation. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be regarded as a new request.

ARTICLE XVIII - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than April 30.
- B. 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 Rockaway Township 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 and administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.
- D. A teacher being involuntarily transferred or reassigned shall not be caused to suffer a reduction in rank or in total compensation without just cause.

ARTICLE XIX - TEACHER EVALUATION

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

ARTICLE XX - PROMOTIONS

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

- A. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least sixty (60) calendar days before the final date when applications must be submitted and in no event less than thirty (30) calendar days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.
- B. In both situations set forth in Section A, above, the qualifications for the position, its duties, and when possible, the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed after posting as set forth in Section A of this Article. The Board may also advertise for and consider applicants from outside Rockaway Township School System.
- C. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. Whenever possible, appointments shall be made not later than sixty (60) days after the closing date for applications for the specific position vacancy.

ARTICLE XXI - BEDSIDE TEACHING

- A. Teachers interested in bedside instruction shall notify the head nurse who shall fill the assignments in a professional manner.
- B. In filling such positions from among the staff of Rockaway Township School District, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Rockaway Township School District, and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year in the district

and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding years. Teachers employed in the Rockaway Township School District shall be given priority to such assignments before appointment to applicants from outside the district.

- C. The rate of pay agreed upon for those teachers engaged for summer school instruction shall be the same rate as that which is agreed upon for bedside teaching and shall be calculated on a pro-rated hourly rated basis. (1971/72 - \$8.60 per hour)

ARTICLE XXII - SUMMER SCHOOL

- A. All professional positions in the summer school shall be adequately publicized by the superintendent in accordance with the established procedure. Summer school openings shall be published not later than the preceding May 30th and teachers shall be notified within a reasonable time thereafter.
- B. The Board shall assume the responsibility for providing all necessary materials and supplies before the summer school session begins so that all programs can commence on the first day.
- C. Salaries for the 1971 summer school session shall be six hundred and fifty (\$650.00) dollars for a five (5) week session, three (3) hours per day.
- D. All coordinators of the summer school session shall receive an additional stipend of three hundred (\$300.00) dollars.

ARTICLE XXIII - TEACHER FACILITIES

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

ARTICLE XXIV - PROFESSIONAL DEVELOPMENT

- A. All fully certified personnel shall receive tuition reimbursement for graduate credit hours subject to the following conditions:
1. Course notification to superintendent for approval.
 2. To be reimbursed student must pass course.
 3. Tuition receipt must be presented to Board Office .
 4. Maximum of twelve (12) credit hours between September 1 and August 31 of the following year.
 5. Recipient must be an employee of the school district to receive payment.
- B. 1. Appropriate payment for tenured employees shall be made within sixty (60) days after proper claim is presented to the Board Office.
2. Non-tenure personnel shall receive payment in three (3) equal annual installments; first payment to be made within sixty (60) days after proper claim is presented to the Board Office.

ARTICLE XXV - INSTRUCTIONAL COUNCIL

The Board recognizes the value of an Instructional Council and to the end that such a council shall be established, it is agreed between the parties that a conference meeting shall be held as early as possible among representatives of the Rockaway Township Education Association, the Administrators Association and the superintendent to formulate the details and mechanics for the establishment for such a council.

ARTICLE XXVI - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

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

ARTICLE XXVII - PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Rockaway Township School District. Free discussion of controversial issues is the heart of the democratic process. Through the study of such issues, political, economic, or social, youth develops those abilities needed for functional citizenship in our democracy. Whenever appropriate for the maturation level of the group, controversial issues may be studied in an unprejudiced and dispassionate manner. It shall be the duty of the teacher to foster the study of an issue and not to teach a particular viewpoint in regard to it.

ARTICLE XXVIII - MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. Copies of this agreement shall be provided at the expense of the Board within a reasonable amount of time after the agreement is signed, and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. The Board will make every effort to fulfill its intention to provide field trip experiences including those which extend beyond the normal school day.

ARTICLE XXIX - DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1971, continuing in full force and effect until June 30, 1973, subject to either of the parties to initiate negotiations during the second year of this agreement which second year commences July 1, 1972, and the negotiations shall be limited to the following items and no others:

1. Teachers' and nurses' salary matters for the 1972/73 school year.
2. Longevity under Schedule A of the Teachers' Salary Guide for the school year 1972/73.
3. Grievances and arbitration procedures.

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

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

ROCKAWAY TOWNSHIP EDUCATION ASSOCIATION

By _____
President Date

By _____
Secretary Date

ROCKAWAY TOWNSHIP BOARD OF EDUCATION

By _____
President Date

By _____
Secretary Date