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Agreement

between

Rockaway Township

Board of Education

and

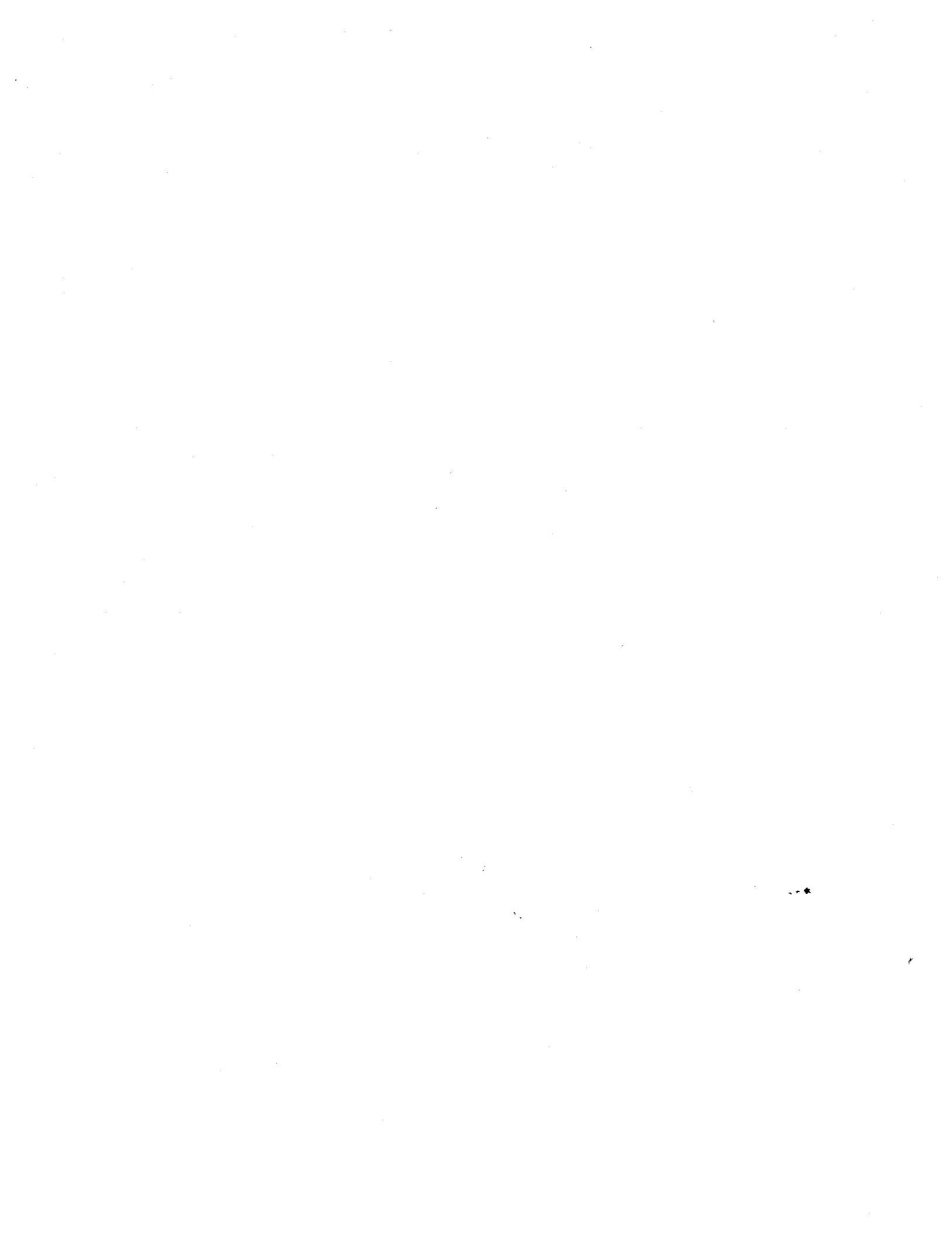
Rockaway Township

Education Association

Office of Management and
Labor Relations

SEP 24 1981

RUTGERS UNIVERSITY



PREAMBLE

Pursuant to the provisions of Chapter 123, Public Laws of 1974, this Agreement is entered into effective the 1st day of July 1980 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."

TABLE OF CONTENTS

Preamble		
I	Recognition	2
II	Negotiation Procedure	2
III	Grievance Procedure	4
IV	Leaves of Absence	12
V	Insurance Protection	21
VI	Salaries	22
	Schedule A – Teachers	24 & 25
	Schedule B	26 & 27
VII	Nurses	28
VIII	Deductions from Salary	28
IX	Teacher Rights and Responsibilities	33 33
X	Association Rights and Privileges	34
XI	Board Rights	36
XII	Teacher Work Year	37
XVIII	Teachers' Hours and Teaching Load	37
XIV	Non-Teaching Duties	38
XV	Teacher Employment	38
XVI	Teacher Assignments	40
XVII	Voluntary Transfers and Reassignments	41
XVIII	Involuntary Transfers and Reassignments	41
XIX	Teacher Evaluation	42
XX	Promotions	43
XXI	Bedside Teaching	44
XXII	Summer School	45
XXIII	Teacher Facilities	45
XXIV	Professional Development	46
XXV	Instructional Council	47
XXVI	Maintenance of Classroom Control and Discipline	47
XXVII	Personal and Academic Freedom	48
XXVII	Miscellaneous Provisions	49
XXIX	Duration of Agreement	50
	Appendix A	52

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 certified personnel (hereinafter called teachers) under contract with the Board, including:

classroom teachers; guidance personnel; helping teachers; subject coordinators; social workers; nurses; learning disability teachers; special subject teachers (art, music, physical education, home economics, industrial arts, typing); school psychologists; unassigned teachers; teachers hired under State and Federal grants;

But excluding:

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

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 123, Public Laws of 1974, 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 mutual consent.

C. The Association and the Board will exchange written proposals no later than August 30th

of the calendar year preceding the year in which the Agreement is to go into effect, and will commence negotiations no later than September 30th. It is further agreed between the parties that they will commence negotiations no later than September 30th, 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 counterproposals. The Board, at its discretion, may make available to the Association pertinent nonconfidential 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 negotiations. 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 nontenured teacher who became employed by the Board on or after July 1, 1973, which arises by reason of such teacher not being reemployed.
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. However, it is understood that a minority employee representative may not initiate nor process a grievance.
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, the employee's 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 permis-

sion of the employee, have access to all pertinent documentation. Written notification of all meetings conducted on all levels, except the informal level of the grievance procedure, shall be forwarded to the grievant with a copy to the Association Grievance Chairman.

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 griev-

able 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.
10. When a grievance is not resolved favorably to the employee at any level before arbitration, the determination of the Administration or the Board shall contain reasons for such decision. It is agreed, however, that the reasons so set forth shall not thereby act as a limitation on any defenses which the Administration or the Board may raise, should the dispute subsequently reach the arbitration level. The reason or reasons so set forth shall not be deemed in any way to restrict the Board's right to raise such arguments as it deems applicable should a dispute reach arbitration, and the Board shall not be barred from raising such additional arguments as it deems appropriate in any other forum.

C. Procedure

Level One (informal):

1. An aggrieved employee shall institute action under the provisions hereof within thirty (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 supervisor (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 the grievance to the immediate superior in writing within five (5) 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 the 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, the grievant shall have the right, consistent with B., Policy No. 8 and No. 9 above, to binding arbitration.
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 be limited to the issues submitted to that arbitrator and shall consider nothing else. The arbitrator 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 their 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.

- d. Upon retirement, employees shall receive one (1) day's pay for each six (6) accumulated unused sick days, pro-rated for days in the last year of employment. The basis for payment shall be 1/200th of the salary received during the last year in the employment of the district.

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 she 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.
- 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. 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, noncumulative 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 (1) 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 or a parent domiciled elsewhere.
 - 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 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 employee's 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. With the exception of being personally accused and subject to trial for an alleged illegal or criminal act, employees shall be granted leave with full pay for the time necessary to appear in any legal proceedings when required by the court 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.
- i. Within budgetary capabilities, subject to administrative approval, professional days shall be granted for observation or to foster professional growth.

2. Application for temporary leave as defined above shall, whenever possible, be made to the principal or immediate superior at least two (2) 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 (2) 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 (2) school years.
 - d. Salary increment and tenure credit shall not accrue unless the employee has worked for more than one hundred twenty (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. Upon recommendation from the Superintendent supported by medical certificate, the Board may approve commencement of leave.
 - c. An employee adopting an infant child shall be entitled to leave commencing with receipt of a 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 (1) 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 (1) full school year for full-time attendance at an accredited graduate school. Increments shall accrue.
8. Other leaves of absence without pay may be granted by the Board, upon recommendation of the Superintendent.

D. Sabbatical Leaves

Sabbatical leaves may be granted for the purpose of helping to improve the competence of personnel who have received the leaves and thereby to help improve the quality of instruction throughout the Township. "Teacher" for this plan means any teacher with a permanent certificate, employed by the Rockaway Township Board of Education who is under tenure and who has

been employed in this district for a minimum period of seven (7) years of continuous service.

Service means active full-time employment in the public schools of Rockaway Township.

Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave.

Requirements for application:

1. Formal application must be made on a form provided by the Superintendent's office.
2. Minimum of seven (7) years of continuous service in the district.
3. Each recipient of a sabbatical leave must agree to serve a minimum of three (3) years within the district upon completion of the sabbatical leave.

Benefits

1. Full-year leave at fifty percent (50%) of annual salary.
2. Retention of all rights, such as tenure, pension, increments, and hospitalization.

Application forms are to be obtained from the Superintendent's office. The applicant shall be required to agree to comply with all the provisions of this Agreement, or any amendment thereof.

Applications for a full-year leave must be completed by May 30 of the year preceding the school year in which the leave is to be taken.

All applications must be completed in full detail, including the purpose of the leave and the institution at which the study is to be taken.

All applicants will receive a prompt written reply from the Superintendent's office indicating either acceptance or rejection of the requested leave.

A maximum of no more than one percent (1%) of the total teaching staff shall be eligible at any one time for leave.

Those persons granted leaves for study are required to file transcripts with the Superintendent's office upon returning to the district.

Once the leave is granted, such persons shall not again become eligible for a sabbatical leave until the minimum time of seven (7) years has again elapsed.

At the time that a sabbatical leave is granted, each person so accepting such leave shall sign a written agreement to the effect that such teacher guarantees that he will continue to serve for a minimum of three (3) years within the district upon the completion of the sabbatical leave. In the event such teacher does not complete three (3) years minimum service, then and in that event, such teacher shall repay to the Board of Education one third (1/3) of the monies expended for sabbatical leave purposes for each year not completed upon return from sabbatical leave.

If granted a sabbatical leave each person so granted such leave agrees not to accept any other full-time employment during the time of such leave, except that persons may accept grants, awards, and fellowships given by a college or university.

If an application is disapproved and a teacher wishes to apply again the following year, or at any time, a new application must be filed with the Superintendent's office.

All regular salary deductions such as taxes and pension fund contributions will be deducted from payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the pension deductions will be based upon the full contractual salary received at the time the leave is begun and shall continue for the duration of the leave.

Before leaving for sabbatical leave, the teacher will notify the Superintendent's office in writing where checks are to be sent.

Teachers granted sabbatical leaves shall be paid fifty percent (50%) salary, less deductions for taxes and pensions, for all regular pay periods established by the Board of Education.

The final decision in granting of sabbatical leave shall be by the Board of Education on recommendation of the Superintendent and action of the Board shall be by resolution approving the individuals and the leave.

ARTICLE V - INSURANCE PROTECTION

- A. Full family hospitalization and medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-1976 school year. The Board shall pay the full premium for each teacher and where appropriate, for family plan insurance coverage. The Board shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-1976 school year. In the event the Association is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-1976 school year, then and in that event, the Association may proceed through

the grievance procedure including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-1976 school year, and the arbitrator shall have full authority with reference to this particular issue to continue the coverage in effect as provided for by the Board of Education or to set aside the coverage in effect for the 1975-1976 school year.

- B. 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 1980-1981 and 1981-1982 school years, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VI - SALARIES

The salaries of all teachers covered by this agreement are set forth in the Salary Schedules which are attached hereto and made a part thereof.

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 the last day of the month. In the event the 15th or the last day falls on a weekend or on a nonteaching day, such check shall be received by the teachers on the last banking day prior to such nonschool day.
2. Teachers receiving payment on a ten (10) month basis may individually elect to have ten percent (10%) 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, 1981 and on June 30, 1982. Interest on these funds shall be deposited annually in the R.T.E.A. scholarship account.

3. When pay day falls on or during a school holiday, vacation, or weekend, teachers shall, to the extent feasible, receive their paychecks 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 paychecks United States Savings Bonds. Requests for termination of Savings Bonds deductions must be submitted sixty (60) days prior to effective date. Payroll deduction authorization can be submitted only during the month of September.
6. Teachers may elect to have deducted from the paychecks monies for annuity funds and dental coverage.
7. 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 1986
ROCKAWAY TOWNSHIP PU**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>
1	\$11,920	\$12,120	\$12,320	\$12,820
2	12,456	12,665	12,874	13,397
3	12,992	13,210	13,428	13,974
4	13,528	13,755	13,982	14,551
5	14,064	14,300	14,536	15,128
6	14,600	14,845	15,090	15,705
7	15,196	15,451	15,706	16,346
8	15,792	16,057	16,322	16,987
9	16,388	16,663	16,938	17,628
10	16,984	17,269	17,554	18,269
11	17,580	17,875	18,170	18,910
12	18,176	18,481	18,786	19,551
13	18,742	19,057	19,371	20,160
14	19,308	19,633	19,956	20,769
15	19,874	20,209	20,541	21,378
16	20,440	20,785	21,126	21,987
17	21,006	21,361	21,711	22,596
18	21,706	22,061	22,411	23,296
19	21,806	22,161	22,511	23,396
20	21,806	22,161	22,511	23,396
21	21,806	22,161	22,511	23,396
22	22,406	22,761	23,111	23,996
23	22,506	22,861	23,211	24,096
24	22,506	22,861	23,211	24,096
25	22,506	22,861	23,211	24,096
26	23,306	23,661	24,011	24,896
27	23,406	23,761	24,111	24,996
28	24,036	24,413	25,095	26,048

1. All teachers beyond step 17 shall be in a longevity status and shall receive an annual pay adjustment equal to the difference between the old guide at the 16th step as compared with the new guide at the 17th

**981 SCHOOL YEAR
 PUBLIC SCHOOLS SALARY GUIDE**

<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Ph.D.</u>
\$13,020	\$13,220	\$13,420	\$13,620	\$14,020
13,606	13,815	14,024	14,233	14,651
14,192	14,410	14,628	14,846	15,282
14,778	15,005	15,232	15,459	15,913
15,364	15,600	15,836	16,072	16,544
15,950	16,195	16,440	16,685	17,175
16,601	16,856	17,111	17,366	17,876
17,252	17,517	17,782	18,047	18,577
17,903	18,178	18,453	18,728	19,278
18,554	18,839	19,124	19,409	19,979
19,205	19,500	19,795	20,090	20,680
19,856	20,161	20,466	20,771	21,381
20,474	20,789	21,103	21,418	22,047
21,092	21,417	21,740	22,065	22,713
21,710	22,045	22,377	22,712	23,379
22,328	22,673	23,014	23,359	24,045
22,946	23,301	23,651	24,006	24,711
23,646	24,001	24,351	24,706	25,411
23,746	24,101	24,451	24,806	25,511
23,746	24,101	24,451	24,806	25,511
23,746	24,101	24,451	24,806	25,511
24,346	24,701	25,051	25,406	26,111
24,446	24,801	25,151	25,506	26,211
24,446	24,801	25,151	25,506	26,211
24,446	24,801	25,151	25,506	26,211
25,246	25,601	25,951	26,306	27,011
25,346	25,701	26,051	26,406	27,111
26,088				

step within their respective levels of training.

- All pay adjustments noted above shall be in addition to earned training level differentials.

**SCHEDULE B 1981
ROCKAWAY TOWNSHIP PUB**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>
1	\$12,600	\$12,800	\$13,000	\$13,600
2	13,167	13,376	13,585	14,210
3	13,734	13,952	14,170	14,820
4	14,301	14,528	14,755	15,430
5	14,868	15,104	15,340	16,040
6	15,435	15,680	15,925	16,660
7	16,065	16,320	16,575	17,340
8	16,695	16,960	17,225	18,020
9	17,325	17,600	17,875	18,700
10	17,955	18,240	18,525	19,380
11	18,585	18,880	19,175	20,060
12	19,215	19,520	19,825	20,740
13	19,814	20,128	20,443	21,380
14	20,413	20,736	21,061	22,030
15	21,012	21,344	21,679	22,670
16	21,611	21,952	22,297	23,320
17	22,210	22,560	22,915	23,970
18	22,776	23,136	23,500	24,570
19	23,476	23,836	24,200	25,270
20	23,576	23,936	24,300	25,370
21	23,576	23,936	24,300	25,370
22	23,576	23,936	24,300	25,370
23	24,176	24,536	24,900	25,970
24	24,276	24,636	25,000	26,070
25	24,276	24,636	25,000	26,070
26	24,276	24,636	25,000	26,070
27	25,076	25,436	25,800	26,870
28	25,176	25,536	25,900	26,970
29	25,806	26,188	26,884	28,030

1. All teachers beyond step 17 shall be in a longevity schedule with a difference between the old guide at the 16th step and the new guide at their respective levels of training.
2. All pay adjustments noted above shall be in addition to the existing pay schedule.

**2 SCHOOL YEAR
SCHOOLS SALARY GUIDE**

<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Ph.D.</u>
\$13,800	\$14,000	\$14,200	\$14,400	\$14,800
14,421	14,630	14,839	15,048	15,466
15,042	15,260	15,478	15,696	16,132
15,663	15,890	16,117	16,344	16,798
16,284	16,520	16,756	16,992	17,464
16,905	17,150	17,395	17,640	18,130
17,595	17,850	18,105	18,360	18,870
18,285	18,550	18,815	19,080	19,610
18,975	19,250	19,525	19,800	20,350
19,665	19,950	20,235	20,520	21,090
20,355	20,650	20,945	21,240	21,830
21,045	21,350	21,655	21,960	22,570
21,701	22,015	22,330	22,644	23,273
22,357	22,680	23,005	23,328	23,976
23,013	23,345	23,680	24,012	24,679
23,669	24,010	24,355	24,696	25,382
24,325	24,675	25,030	25,380	26,085
24,943	25,303	25,668	26,027	26,751
25,643	26,003	26,368	26,727	27,451
25,743	26,103	26,468	26,827	27,551
25,743	26,103	26,468	26,827	27,551
25,743	26,103	26,468	26,827	27,551
26,343	26,703	27,068	27,427	28,151
26,443	26,803	27,168	27,527	28,251
26,443	26,803	27,168	27,527	28,251
26,443	26,803	27,168	27,527	28,251
27,243	27,603	27,968	28,327	29,051
27,343	27,703	28,068	28,427	29,151
28,085				

and shall receive an annual pay adjustment equal to the compared with the new guide at the 17th step within their

earned training level differentials.

ARTICLE VII - NURSES

Noncertified nurses shall not be included in the Teachers' Salary Guide.

SCHEDULE B - ADDITIONAL STIPENDS

- A. Category: Head Nurse
Stipend: \$890. for the school year 1980-1981; \$890. for the school year 1981-1982
- B. The Board agrees that if it establishes a new academic position, such as coordinator, which shall be filled by a classroom teacher performing in such position as additional duty, it shall negotiate with the Association the stipend for such additional duty.
- C. 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.
- D. 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 (½) day per week for supervisory duties.

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 form set forth below:

_____ AUTHORIZATION _____
TO DEDUCT
ASSOCIATION MEMBERSHIP DUES

Name _____

Social Security 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 1st 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 Council 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 1st, under the rules established by the State Department of Education.
 4. The filing of notice of a teacher's withdrawal shall be prior to December 1st, and become effective to halt deductions as of January 1st, 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 anytime upon sixty (60) days' written notice to the Board and the appropriate association.

C. 1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty five percent (85%) of the regular membership dues, fees and assessments.
- d. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers in accordance with paragraph 3. below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deduction will begin with the first paychecks:

- a. In November; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
 5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

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 123, Public Laws of 1974, 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/her membership in the Association and its affiliates, his/her participation in activities of the Association and its affiliates which do not conflict with normal professional duties, collective negotiations with the Board, or his/her 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 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 by either the Board or the Association.
- 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/her personnel file. In cases of emergency nature, no advance request will be necessary provided the inspection takes place in the presence of the Superintendent or his/her designee during regular administrative office hours.
 - 1. The teacher shall have the right to add his written comments, initialed by the Superintendent of Schools or his/her 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/her 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/she 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/she 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 mailboxes 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/her duly designated representative, to attend to Association business which cannot be handled during nonschool hours, to the extent of one half day per school week to a maximum of three (3) hours per week on a ten (10) month per year basis, which time shall be noncumulative. 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

- A. The School Calendar shall be constructed by the Board so as to provide one hundred eighty-four (184) 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 one hundred eighty (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 TEACHERS' 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 shall report for duty fifteen (15) minutes before the scheduled start of school for students.
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 (30) 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, nor beyond the normal in-school workday.
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 aides who shall perform the following duties whenever possible and within budgetary capabilities:
1. lunchroom supervision;
 2. playground duties;
 3. bus duty;
 4. collection of monies;
 5. instruction (under supervision of the teacher);
 6. Any other duties mutually agreed upon by principal and staff of each building.
 7. The building principal and staff of each building shall consult at a meeting called by the building principal, concerning assignments of aides, prior to the time such assignments are made.
- 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. 1. 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.

2. The Board shall continue observing State and Federal laws relating to discrimination.
- B.
1. Each teacher now employed is assumed to be on his/her proper step of the salary guide as of the beginning of the 1980-1981 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 thirteen (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.
- E. First Year Probationary Teachers
1. A first year probationary teacher (non-tenured), 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/her decision.
 2. Notice of nonrenewal in the aforementioned instance shall be issued no later than April 30.

3. The notice of nonrenewal 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/her representative and the teacher affected, and at the teacher's option, a representative of the Association.
- B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no 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 it 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 eighteen cents (\$.18) 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. 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 reassignments 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. 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 the teacher. The teacher, may at his/her option, have an Association representative present at such meeting.

- C. A teacher involuntarily transferred or reassigned shall not be caused to suffer a reduction in rank or in total compensation without just cause.
- D. Seniority is defined as the length of time that an employee has worked within the district from most recent date of hire and shall apply to any certificate that such employee may hold. The most recent date of hire is determined by the date on which an employee signed the first of his present series of contracts. Seniority rights shall terminate in the event an employee is dismissed for cause or in the event an employee voluntarily quits his or her employment within the district. Seniority shall not accumulate during such periods of time as an employee is not actively on the payroll within the district, for example, when an employee is absent because of leave of absence in excess of six (6) months. Seniority shall afford only such rights as are specifically set forth in this Agreement and none other.

ARTICLE XIX - TEACHER EVALUATION

- A. The Administration and the Rockaway Township Education Association, recognize 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 practical, 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 their respective building principals who shall recommend to the Superintendent, teachers to fill bedside assignments.
- 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 bedside teaching shall be calculated on a pro-rate hourly rated basis. (\$11.23 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 30 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 1980 summer school session shall be \$925.00 for a five week session, three hours per day and \$1,008.00 for the 1981 summer school session.
- D. All coordinators of the summer school session shall receive an additional stipend which shall be subject to negotiations between the parties.

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 keep the schools reasonably and properly equipped and maintained,

including appropriate storage facilities in each classroom for teaching materials, subject to budgetary limitations.

- 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.
- D. In each school building, two (2) typewriters will be made available for teacher use.

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. In the event that a previously approved course is closed at the time of registration, a matriculated student may enroll in another course with the approval of his advisor. Nonmatriculated students may enroll in another course, later seeking the approval of the Superintendent or designee, in order that the students may withdraw from the course, if necessary.
 - 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 on the following year, except that first year teachers shall be limited to six (6) credit hours of reimbursement.
 - 5. Recipient must be an employee of the school district to receive payment.
 - 6. The tuition rate effective July 1, 1975, but not to apply to teachers enrolled in matriculated programs prior to that date:

The tuition reimbursement rate shall not exceed the average tuition credit or rate at Montclair State College, William Paterson College, Kean College and Rutgers University. For 1980-1981 school year the approved credit rate is \$50.00 per credit.

- B. 1. Appropriate payment for tenured employees shall be made within sixty (60) days after proper claim is presented to the Board Office.
2. Nontenured 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.
- C. Reimbursement shall be limited to courses taken within the continental United States.
- D. Approved courses must be designed and intended to improve the teacher's performance in his or her classroom or area of assignment.

ARTICLE XXV - INSTRUCTIONAL COUNCIL

The Board recognizes the value of an Instructional Council and to that end such a Council has been established. Any future changes in the purposes and procedures of the Instructional Council shall be made by mutual consent between the Board of Education and the Rockaway Township Education Association

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 invoked by them shall be reasonable and just in accordance with established Board policy. However, if the teacher exhausts all reasonable methods of student control, he/she shall report the name of each problem student to the 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 designee.
- 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 reach a particular viewpoint in regard to it.

ARTICLE XXVIII MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the terms 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; nor shall there be any verbal understanding which circumvents this Agreement, unless by mutual agreement of the Board and the Association.

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 or hereafter employed. Any teacher considered for employment by the Board shall have made available to him a copy of the contract for inspection at the Board offices.

The contract shall be prepared in booklet form. The Board will supply five (5) copies of the booklet to the Rockaway Township Education Association. Should the Rockaway Township Education Association desire any additional copies, it may arrange for the purchase of same.

E. The Board will continue 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, 1980 continuing in full force and effect until June 30, 1982.

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**

Rodgers L. Monahan *12/22/80*
President Date

Aaron Feldman *Dec 18, 1980*
Secretary Date

**ROCKAWAY TOWNSHIP
BOARD OF EDUCATION**

Harry H. Tuck *1/7/81*
President Date

Margaret H. Stickle *1/6/81*
Secretary Date

APPENDIX A

The following paragraphs are deleted from the Agreement; however, if the law or court interpretation changes so that they are accepted subjects for bargaining, they shall be replaced in the Agreement.

1) Subsequent reassignments may be made only for valid professional reasons.

2) 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.

3) 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.

4) In making involuntary transfers or reassignments the Board shall give due consideration to seniority although it is agreed that seniority shall not be the only factor in the consideration given such involuntary transfers or reassignments. When all factors are equal, seniority shall be considered the major factor.

