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THIS BOOK DOES  
NOT CIRCULATE

CONTRACT AGREEMENT

Between

Spotswood Board of Education

and

Spotswood Education Association

September 1, 1971 to August 31, 1973

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## ARTICLE I

### PREAMBLE

A. This Agreement is entered into this *24th* day of *April*, 1972, by and between the Board of Education of the Borough of Spotswood, New Jersey, hereinafter called the "Board," and the Spotswood Education Association, hereinafter called the "Association;" in consideration of the following mutual covenants, it is hereby agreed as follows:

B. The parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any questions or proposals in this Agreement until the procedures within this Agreement are fully exhausted.

## ARTICLE II

### 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 all certificated personnel, whether under contract, or leave, employed or to be employed, by the Board, including:

1. Classroom Teachers
2. Nurses
3. Special Teachers who are on salary guide.
4. Librarian

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

## ARTICLE III

### NEGOTIATIONS

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin no later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board. The signature of the Association shall be pursuant to authorization received from the membership.

B. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties pledge that their representative shall be clothed with all the necessary power and authority to consider proposals, and make counter-proposals in the course of negotiations.

## ARTICLE IV

### TEACHER'S GRIEVANCE PROCEDURE

#### A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equivalent solutions to the problems which may arise affecting the terms and conditions of the employment of certificated classroom teachers as set forth in this Agreement or in the Board's policies governing such employees.

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

#### B. Definitions.

1. A "grievance" shall mean a claim by a certificated classroom teacher or teachers that there has been a misinterpretation, misapplication or a violation of the Board policy, or an administrative decision affecting him; except that the term "grievance" shall not apply to:

a. Any matter for which a method of review is prescribed by law;

b. Any rule or regulation of the State Commissioner of Education;

c. Any bylaw of the Board of Education;

d. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action of the Board alone;

e. A complaint of a non-tenure teacher which arises by reason of his not being re-employed.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence.

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

3. A "party in interest" is the person or persons making the claim, or any person against whom action might be taken in order to resolve the claim.

#### C. Representation.

1. Any grievant may be represented at any stage of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.

2. When the grievant is not so represented, the Association may be present, but may not state its views.

3. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) or any other participant in the grievance procedure by reason of such participation.

#### D. Procedure.

1. It is agreed by both parties that these proceedings will be kept as informal and as confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

3. It is understood that teachers 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.

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

5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it may be practicable.

## **6. Steps:**

### **a. LEVEL ONE**

(1) A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or, if he so desires, through his designated Association representative, with the objective of resolving the matter informally.

(2) If the aggrieved person is not satisfied with the results of the informal discussion of his grievance in Part (1), or if no decision has been rendered within two (2) school days, after presentation of the grievance at such informal discussion, he shall set forth his grievance in writing to the principal specifying the nature of his grievance, and the reason for his dissatisfaction with the decision reached by the principal or immediate superior. The principal or immediate superior shall communicate his decision to the employee in writing within three (3) school days of his receipt of the written grievance.

### **b. LEVEL TWO**

(1) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance in writing to the principal or immediate superior, he may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance the Chairman of the PR&R Committee may, with the consent of the grievant, refer it to the Superintendent of Schools.

(2) The Superintendent shall request a report on the grievance from the principal or immediate superior and he shall confer with the concerned parties, which may include the Association representative if the grievant so desires. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee, to the principal or immediate superior, and the Chairman of the PR&R Committee.

**c. LEVEL THREE**

(1) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after receipt of the grievance by the Superintendent of Schools, the Chairman of the PR&R Committee may, with the consent of the grievant, refer the grievance to the Spotswood Board of Education, which shall be furnished with all pertinent written information accumulated at previous levels concerning the grievance.

(2) The Board of Education, or a committee thereof, shall review the grievance and shall, at the request of either the grievant or the Board, hold a hearing with the grievant. The Association representative may be present at the hearing at the request of the grievant. A decision shall be made in writing within thirty (30) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the grievant, whichever comes later.

**d. LEVEL FOUR**

(1) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was received by the Board of Education, he may, within five (5) school days after the receipt of the Board's decision, request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.

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

(3) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold



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

#### **E. Miscellaneous.**

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

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association and give appropriate distribution so as to facilitate operation of the grievance procedure.

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

## **ARTICLE V**

### **SABBATICAL LEAVES**

A sabbatical leave may be granted to a teacher by the Board for study (provided such study is in an accredited institution of higher learning) or for travel, or for other

reasons of value to the school system, subject to the following conditions:

1. That denial of a sabbatical leave by the Board shall not be subject to the Grievance Procedure.

2. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two teachers at any one time.

3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is required.

4. The teacher must have completed at least seven (7) full years of service in the Spotswood School District.

5. A teacher on sabbatical leave (either for one-half (½) of a school year or for a full school year shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty, if said leave is for study, and at twenty-five (25%) percent if for travel or other reason.

6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

7. Upon return from a sabbatical leave, a teacher will guarantee to stay in the school system for a minimum of two years. If the teacher should decide not to stay for the two year period, such teacher must reimburse the Board for the gross salary received during his sabbatical. This repayment may be waived at the discretion of the Board. Method of repayment would be decided upon by mutual agreement between the teacher and Board.

ARTICLE VI

SICK LEAVE

A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Teachers with five (5) or more years of service in Spotswood who require sick leave in excess of their accumulated sick leave days will receive the difference in pay between their salary and that of a qualified substitute up to ninety (90) days.

C. All teachers claiming sick leave in excess of that provided for shall be granted a leave of absence without pay. For a prolonged absence in excess of the sick leave provided for, a doctor's certificate shall be required monthly to continue the leave of absence.

D. Teachers shall be given a written accounting of accumulated sick leave days not later than September 30th of each school year.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1971-72 and 1972-73 school years, teachers shall be entitled to the following temporary non-accumulative leaves of absence each school year:

1. Three (3) days leave of absence with full pay for personal, legal, business, household or family matters

which require absence during school hours. Written notification to the teacher's principal or other immediate superior for personal leave shall be made at least twenty-four (24) hours before taking such leave and the applicant for such leave shall not be required to state the reason for such leave other than he is taking it under this Section. In the case of emergencies, the twenty-four (24) hour notice may be waived but the reason must be stated. On any particular day, up to three (3) teachers in the district will be permitted to take personal leave with no approval. If the number of teachers requesting personal leave exceeds three (3) on any particular day, the additional requests may be granted at the discretion of the Superintendent. A teacher shall be notified on the day of the request whether he shall have to wait for the decision of the Superintendent.

2. Up to two (2) days each year without pay for two (2) representatives of the Association to attend conferences and conventions of the state and national affiliated organizations, (NJEA, NEA, NCEA), or one (1) day at each of two (2) of the named organizations. This leave will not be deducted from personal days leave.

3. Time necessary, with full pay, for appearances in any legal proceeding connected with the teacher's employment or with the school system, or in any legal proceeding if the teacher is required by law to attend.

4. Up to five (5) days at any one time, with full pay, in the event of the death of a teacher's spouse, child, parent, brother or sister. Up to three (3) days at any one time, with full pay, in the event of the death of the teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and at the discretion of the Superintendent, any other member of the immediate household.

5. Time necessary up to two (2) weeks for persons called into military active duty of any unit of the United States Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government.

6. Other leaves of absence with pay, which may include serious illness of a member of the teacher's immediate family, may be granted by the Board for good reason, or in the case of emergency leave, by the Superintendent.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

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

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

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

D. Leave without pay may be granted to a teacher whose spouse is inducted or enlists in any branch of the Armed Forces of the United States.

E.

1. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay. Said leave shall be granted to any tenure teacher requesting a maternity leave, and may be granted to a non-tenure teacher if recommended by the Superintendent and approved by the Board. Such leave is to be effective at the end of the school month nearest to the seventh (7th) month of pregnancy, unless the physical condition of the employee requires an earlier effective date. Such earlier leave shall be granted either on the request of the teacher or the request of the Superintendent with the approval of the Board. A normal maternity leave of absence shall end on the first school day in September, which is not less than eight (8) nor more than twenty-four (24) months after the effective date of leave. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.



2. Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirement for the adoption.

3. A teacher on maternity leave may be a substitute in the Spotswood School District.

4. A pregnant teacher who does not request leave or who is not granted leave shall have her employment terminated at the end of the school month nearest to the seventh (7th) month of pregnancy, or earlier if requested by the teacher or Superintendent.

F. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

G. The Board agrees that up to one (1) teacher designated by the Association may, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

H. Other leaves of absence without pay may be granted by the Board for good reason. The Board may also give increment credit to any teacher upon his return from a leave of absence.

I. Upon return from leave granted pursuant to Sections A, B, C\* of this Section, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections D, E, G or H of this Section, nor shall such time count toward fulfillment of the time requirements for acquiring tenure.

J. All applications for leaves, extensions or renewals of leaves shall be in writing. Replies to all applications, etc., shall also be in writing.

\* See Article IX, Paragraph B (1 to 4) of Teacher Employment for limitations on Military credit.



2. It is herewith understood that, under no circumstances, shall the refusal of a leave under Sections A, B-1 (non-tenure), B-2 (non-tenure), C or D constitute cause for Grievance.

## ARTICLE II

### TEACHER RIGHTS

A. Pursuant to Chapter 103, Public Law 1968, 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.

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. The rights granted to teachers herein shall be deemed to be in addition to those provided by Sections 131 through 136 of the New Jersey State Statutes and Board Regulations.

C. After any meeting between a teacher and the Superintendent concerning any matter in which direct action is being considered which could adversely affect the position of that teacher in his office, position, promotion or the salary or any increment pertaining thereto, the teacher and/or Superintendent may request a second meeting. At the second meeting the teacher and/or Superintendent may have the presence of a representative of the teacher to advise him and/or represent him.

D. As is detailed in Chapter 881 of the New Jersey State Statutes when a teacher is required to appear before the Board of Education concerning any matter which could adversely affect the continuation of the teacher in his position, position or of his salary, the teacher shall be given prior notice of the reasons for the meeting or interview and shall be entitled to have a person of his own choosing present to advise him and represent him.

## ARTICLE X

### TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall notify all staff members of vacancies for the following year by June 1st. A notice of transfer or reassignment shall be made to teachers as soon as practicable and, except in cases of emergency, no later than August 15.

B. 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. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

C. The wishes of the individual teacher may be honored when there is a vacancy and to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, as determined by the Superintendent of Schools.

D. The decision by the Superintendent concerning transfers and reassignments is not subject to the grievance procedure.

E. It is understood and agreed that all decisions regarding any transfers and reassignments will ultimately be with the Superintendent of Schools and the Board of Education.

## ARTICLE XI

### REPORTING OF ASSAULTS

A. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate superior.



B. Upon receiving this report, the principal shall notify the Superintendent who may comply with any reasonable request from the teacher's counsel for information in the possession of the Superintendent of Schools relating to the incident or the persons involved.

## ARTICLE XII

### REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

A. A teacher shall be reimbursed by the Board's Insurance Company or by the Board for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment. Each item for which compensation is requested must be reported to the building principal or immediate superior within three (3) days of the assault. This time limit must be met unless the teacher is incapable of filing such report as a result of the assault.

B. The aforementioned does not apply to motor vehicles.

## ARTICLE XIII

### DEDUCTIONS FROM SALARY

A. Professional Dues and Summer Payment Plan:

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

2. Each of the associations authorized on the form 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 thirty (30) days 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. at the beginning of each academic year, teachers may fill out a form to request a summer payment plan. This plan instructs the Board to deduct ten (10%) percent of each month's gross salary from the teacher's pay and the total amount deducted will be given to the teacher on the day that he is dismissed for the summer. Once a teacher agrees to initiate the summer payment plan, the agreement may not be altered by the Board or the teacher during the academic year.

## ARTICLE XIV

### SUBSTITUTES

A. Beginning with the 1970-1971 school year, the Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall call a telephone answering service, as soon as possible, to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute. Substitutes shall be paid for a regular teaching day at the rate of twenty-two (\$22) dollars per day. At the end of three consecutive days at the same teaching station the rate will be twenty-five (\$25) dollars per day.

B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their regular non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers may choose to credit these periods up to a total of ten (10) periods which shall entitle him to one (1) additional personal business day to be taken before the end of the current school year. Such coverage shall be arranged by the Principal of the School in question and shall be distributed as equitably as possible among the teachers in said school.

C. Except in extreme emergencies, special teachers, (art, music, physical education, and reading-helping teachers) will not be required to substitute for a regular teacher except under the conditions of Section B above. It shall be the responsibility of the building Principal to determine the emergency. Should a special teacher be used as a whole day substitute, said teacher shall receive credit for one period towards an additional personal business day as per Section B above.

D. If a building Principal decides to split up a class and send students to other teachers' rooms when substitutes are not available, this will not be subject to grievance.

E. If a substitute cannot be obtained for a special teacher, thereby causing a cancellation of their classes and a loss of preparation periods for the regular teachers whose students would be in their classes, then the regular teacher may credit these periods towards an additional personal business day as per Section B above.

## ARTICLE XV

### MISCELLANEOUS COMPENSATION

#### A. Extra-Curricular Compensation:

1. Teacher participation in extra-curricular activities shall be voluntary, and shall be compensated according to the rate of pay specified.

2. The following activities represent the types of activities for extra payment:

Audio-Visual Aids (Appleby School)	\$100.00
Class Advisor (Eighth Grade - Memorial School)	120.00
Intramurals	250.00
Safety Patrol - Memorial School	175.00
Appleby School	175.00
School Newspaper	240.00
Student Council	290.00

#### B. Payment for Transportation:

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 shall be reimbursed for all such travel at the yearly rate of \$100.00.

C. Special Tuition Payment:

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a presently certified teacher is requested by the Administration to take. This does not cover courses necessary for certification.

ARTICLE XVI

1971-1972 SALARY GUIDE

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
1.	7,100	8,000	8,350	8,700	9,100
2.	7,400	8,350	8,700	9,050	9,450
3.	7,750	8,700	9,050	9,400	9,800
4.	8,100	9,050	9,400	9,750	10,150
5.	8,450	9,400	9,750	10,100	10,550
6.	8,800	9,750	10,100	10,450	10,950
7.	9,150	10,125	10,450	10,825	11,350
8.	9,550	10,500	10,800	11,200	11,800
9.	9,975	10,925	11,225	11,625	12,250
10.	10,400	11,350	11,650	12,050	12,700
11.	10,825	11,775	12,075	12,500	13,150
12.	11,250	12,200	12,500	12,950	13,650
13.	11,750	12,700	13,000	13,450	14,150

Class I Non-Degree

Class IV Master's

Class II Bachelor's

Class V Master's plus 30\*\*

Class III Bachelor's plus 15\* Class VI Doctorate

\* The 15 credits are to be in an advanced degree program.

\*\* The 30 credits are to be any graduate credits accumulated after the Master's Degree.

Teachers will be paid twice monthly, on the 15th and the last day of the month. If the 15th or the last day of the month

falls on a weekend or on a holiday, the teacher will be paid on the working day preceding the weekend or holiday. In the month of June, the second check will be paid on the day the teachers are dismissed for the summer. Any change in the above procedure will be done after consultation with the Association.

## ARTICLE XVII

### INSURANCE PROTECTION

A. As of the beginning of the 1971-72 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. A teacher joining the system during the year shall be enrolled as soon as the enrollment period allows.

2. Provision of the health-care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospitalization - Blue Cross
- b. Surgical - Blue Shield
- c. Laboratory fees,  
\* diagnostic expenses,  
and therapy treatment - Rider J (Blue Cross)
- d. Major Medical - Prudential

B. Should the Board decide to change insurance carriers, it shall do so under the following stipulations:



1. Financial benefits of the new carrier, or carriers, shall be no less than under the present carrier (See Section A above).

2. Financial benefits of the new carrier, or carriers, shall include benefit payments to be paid by the carrier directly to the medical service (Hospital, doctor, laboratory, etc.).

3. Any change in the carrier, or carriers, shall first be discussed with the Association.

C. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Section, no later than the beginning of the 1972-73 school year, which shall include a clear description of conditions and limits of coverage as listed above.

\* The entire plan is known as the "STATE HEALTH CARE PROGRAM."

#### ARTICLE XVIII

#### ASSOCIATION RIGHTS AND PRIVILEGES

Whenever any representative of the Association is required by the Board to participate during working hours in negotiations, he shall suffer no loss in pay.

## ARTICLE XIX

### TEACHER EVALUATION

A. Non-tenure teachers shall be evaluated by a school administrator at least three (3) times each school year, to be followed in each instance by an evaluation report.

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

C. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank evaluation form.

## ARTICLE XX

### TEACHER ASSIGNMENT

A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1971-1972 school year in accordance with Paragraph 2, below.

B. Credit up to and including the tenth (10) step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of the salary guide. Credit for military experience shall be given in the following manner:

1. Credit for military experience shall not exceed four (4) years.



2. Military experience shall be included with previous teaching experience so that the total of both will not exceed the tenth (10th) step of any salary guide.\*

3. A teacher shall be given one year's military credit upon initial employment. For each year of continued employment an additional year of military experience shall be given until the teacher receives all the military credit due him.

4. At the discretion of the Superintendent a teacher may be given more military credit than is provided for in the above section so long as the total credit does not exceed four (4) years.

C. A teacher may be given credit not to exceed (2) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship upon initial employment. Refusal of such credit shall not be subject to the Grievance Procedure after the teacher is employed. Such credit, if given, shall be included with previous teaching experience and military experience so that the total of all credit shall not exceed the tenth (10th) step of any salary guide.

D. Teachers with previous experience in the Spotswood School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience and military experience\* up to the maximum set forth in Section A above. Teachers who leave Spotswood for Peace Corps, VISTA or National Teacher Corps work, or to spend time on a Fulbright Scholarship, shall, upon returning to Spotswood, receive up to two (2) years credit for this work. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the District, be restored to the next position on the salary schedule above that at which they left.

E. At the discretion of the Superintendent, all previously accumulated sick leave days may be restored to returning teachers who have previously taught in Spotswood. This is not subject to the Grievance Procedure.

F. Teachers with previous teaching experience in the Spotswood School District who had tenure may, upon returning to the District, have their tenure restored.

8. Teachers shall receive their contract and salary status in writing for the ensuing year no later than April 1st.

\* To receive credit for a full year's teaching experience a teacher must have taught at least one hundred (100) days in a duly accredited school.



