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PLAINFIELD
SOMERSET COUNTY
NEW JERSEY

AGREEMENT

between the

BOARD OF EDUCATION OF NORTH PLAINFIELD

THE COUNTY OF SOMERSET, NEW JERSEY

and the

NORTH PLAINFIELD EDUCATION ASSOCIATION

1970-1971



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ARTICLE I
RECOGNITION

- I. Pursuant to the provisions of Chapter 303, Laws of 1968, the North Plainfield Board of Education hereby recognizes the North Plainfield Education Association as a majority representative and as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel under contract or on leave, now employed or as hereafter may be employed by the Board, excluding the Superintendent of Schools and the Assistant to the Superintendent.
- II. Unless otherwise indicated, the term "teachers" when used hereinafter shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATIONS

The parties agree to enter into negotiations concerning a successor agreement in accordance with Chapter 303, Laws of 1968. Such negotiations shall begin not later than October 15th of each year for each successor agreement.

ARTICLE III
GRIEVANCE PROCEDURE

I. Definition

"A grievance" shall mean a complaint by a teacher that there has been to him a personal loss, injury or inconvenience because of a violation, a misinterpretation or an inequitable application of:

1. Board policy
2. This Agreement
3. An administrative decision governing teachers

II. Rights of Teachers to Representation

- A. Any aggrieved teacher may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
- B. When a teacher is not represented by the Association in the processing of a grievance, the Association shall have the right at the time of the submission of the grievance to the Superintendent or at any later level:
 - 1. To be notified that the grievance is in process
 - 2. To be present and to present its position in writing at all hearing sessions held concerning the grievance
 - 3. To receive a copy of all decisions rendered
- C. The individual shall be assured freedom from restraint, interference, coercion, discrimination or reprisal at all steps in the grievance procedure.
- D. A grievance which affects a number of teachers may, at the option of those teachers, be filed as a single grievance.

III. Procedure

- A. To be considered under this procedure, a grievance must be initiated by the teacher within thirty (30) school days of the occurrence of the particular incident.
- B. Failure at any step of the following procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step.
- C. Failure at any step of the following 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 that step.
- D. 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 has been fully determined.
- E. *Step 1.* — Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or subject supervisor, if applicable) in an attempt to resolve the matter informally at that level.
- F. *Step 2.* — If, as a result of the discussion, the matter is not

resolved to the satisfaction of the teacher, within five (5) school days he shall set forth his grievance in writing to the principal specifying:

1. The nature of the grievance
2. The nature and extent of the loss, injury or inconvenience
3. The results of previous discussions
4. His dissatisfaction with decisions previously rendered

Within ten (10) days of receipt of the written grievance, the principal shall communicate in writing his decision and justifications to the teacher.

G. Step 3. — Within five (5) school days after receipt of the principal's decision, the teacher may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must detail:

1. The particulars of the grievance as specified in step 2 above
2. His dissatisfaction with decisions previously rendered

The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days. The Superintendent shall also communicate in writing his decision and justifications to the teacher and to the principal.

H. Step 4. — If the grievance is not resolved to the teacher's satisfaction he may request a review by the Board of Education no later than five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. Within thirty-five (35) calendar days of receipt of the grievance by the Board, the Board, or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the teacher and render a decision in writing. Beyond this step a grievance shall not be processed if it applies to:

1. Any matter for which a method of review is prescribed by Title 18A
2. Any rule or regulation of the State Commissioner of Education
3. Any matter which according to law is beyond the scope of Board authority

4. A complaint of a non-tenure teacher which arises by reason of his not being reemployed
 5. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required
- I. *Step 5.* — If the decision of the Board of Education does not resolve the grievance to the satisfaction of the teacher, and the teacher wishes review by a third party, he shall refer the grievance to the Association. Within ten (10) school days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.
1. The following procedure shall be used to secure the services of an arbitrator:
 - a) A joint Board-Association request shall be made to the American Arbitration Association to submit a roster of persons fully qualified to function as arbitrators of the grievance in question.
 - b) Should the parties be unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - c) Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the American Arbitration Association shall be requested by either the Board or the Association to designate an arbitrator.
 2. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He shall add nothing to, nor subtract anything from the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Within thirty (30) calendar days of the completion of the arbitrator's hearings, copies of the arbitrator's findings and recommendations shall be given to the Board and to the aggrieved and his representatives only.

IV. Costs

- A. The fees and the expenses of the arbitrator are the only costs

which shall be shared by the two parties and such costs shall be shared equally.

B. All other costs shall be borne by the parties incurring them.

ARTICLE IV

SCHOOL CALENDAR

The Board and the Association agree to continue the present policy of drawing up the school calendar.

ARTICLE V

TEACHER EMPLOYMENT

- I. All teachers who began teaching not later than October 15th shall be notified no later than April 1st of their contract and salary status for the ensuing year. Teachers shall sign their contracts by April 10th, unless at the request of the teacher an extension has been granted by the Superintendent.
- II. The hours of respective professional personnel shall be determined by the Board, the Superintendent and the Administration.
- III. The class load of the Athletic Director shall be four (4) classes per day.

ARTICLE VI

TEACHER ASSIGNMENT

All elementary teachers shall be given written notice of their tentative class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1st. Where feasible, in the elementary schools "low group" assignments shall be rotated every two (2) years. In no case shall a teacher be assigned to a "low group" for more than three (3) years in succession unless the teacher volunteers for such assignment. No inexperienced teacher should be assigned to a "low group" where experienced teachers are available for such assignments.

ARTICLE VII

NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. They therefore agree that:

1. Teachers, as a matter of general practice, shall not be required to perform the following duties:
 - a. Collecting money from students
 - b. Delivering books to classrooms
 - c. Using teachers' lunch time for student supervision
2. The Board shall provide sufficient funds to employ aides to free all teachers from the above named duties.
3. Any teacher who is required to supervise an afternoon dance, a bazaar, a basketball game, a wrestling meet, a baseball game or a soccer game shall be paid at the rate of \$8.00 per event. All evening and Saturday events shall be paid at the rate of \$4.00 per hour.
4. Elementary teachers shall be released from classroom duties when physical education teachers are instructing their classes. They may also have additional released time for the purpose of holding conferences with a member of the Department of Pupil Services when art and music teachers are instructing their classes. The problem of additional released time for conferences shall be referred to the Instructional Council for further study and recommendations.

ARTICLE VIII

SPECIALISTS AND SUPERVISORS

The Board and the Association recognize the fact that an adequate number of competent specialists are essential to the operation of an effective educational program. A Joint Staff Needs Study Committee (consisting of three (3) members appointed by the Superintendent and three (3) members appointed by the Association) shall therefore consider the size of the staff necessary for the North Plainfield system and make recommendations to the Board of Education.

**ARTICLE IX
SICK LEAVE**

As per State Law.

**ARTICLE X
TEMPORARY LEAVES OF ABSENCE**

The Board and the Association agree to continue the present Board policy in regard to temporary leaves of absence as follows:

1. An employee may be absent without loss of pay at such time as:
 - a. Absence results from obedience to legal process
 - b. The Superintendent of Schools approves, in advance, the teacher's request to be absent to visit other schools or to attend educational meetings
 - c. A member of the employee's immediate family dies. Immediate family shall be interpreted to mean the employee's spouse, father, mother, brother, sister, son, daughter, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin and any other person living as a member of the employee's household. Absence without loss of pay shall be limited to a reasonable length of time. Should there be any question regarding the meaning of "reasonable," the staff member should consult the Superintendent of Schools before or during the first half day of absence.
 - d. A serious emergency illness of a member of the employee's household requires him to be away from school. Not more than one (1) day with pay shall be allowed in any school year for this type of absence unless the employee receives approval from the Superintendent of Schools before or during the first half day of absence.
 - e. The Superintendent of Schools excuses him, in advance, for other urgent reasons. The employee may make the request by telephone or through his principal. No one except the Superintendent of Schools may excuse or refuse an employee's absence under this rule.
 - f. A matter of an extremely personal or embarrassing nature requires him to be away from school. Not more than one (1)

day with pay shall be allowed in any school year for this type of absence. Where possible an employee shall state in advance on a prescribed form that he is taking such leave. In other cases, the teacher shall notify the Superintendent by telephone during the first half-day of absence that he has taken such leave. He shall then complete the prescribed form on the day of his return.

2. An employee may be absent for not more than two (2) days without loss of pay if he is a member of a religious organization requiring its members to abstain from working on Holy Days which fall on school days or on days scheduled for in-service training.
3. An employee absent for reasons other than those specified above shall receive no pay for time lost.
4. An employee wishing to appeal for an exception to the rules stated above must apply in writing for a review of his case at the June meeting of the Board of Education. Such application must be received before the first Monday in June.
5. Nothing herein shall be construed to be in conflict with the Workmen's Compensation Laws of the State of New Jersey.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- I. Two (2) tenure employees designated by the Association may be granted a leave of absence for a period not in excess of two (2) years to work for the Association and/or its affiliates. Such leave shall be without accumulation of credit on the salary guide and without pay.
- II. A tenure employee may be granted a leave of absence for a period not in excess of two (2) years to:
 - A. Join the Peace Corps, VISTA, National Teachers' Corps, or similar program as a full-time participant
 - B. Serve as an exchange or overseas teacher as a full-time participantSuch leave shall be with accumulation of credit on the salary guide but without pay.

- III. A tenure employee invited to teach on a full-time basis in an accredited college or university may be granted a leave of absence for a period not in excess of two (2) years. Such leave shall be with accumulation of credit on the salary guide but without pay.
- IV. A tenure teacher may be granted maternity leave of absence subject to terms satisfactory to the administration. She shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Such leave shall be without accumulation of credit on the salary guide and without pay.
- V. A female tenure teacher who adopts an infant may be granted a leave of absence. The leave shall commence upon receipt of *de facto* custody of said infant or earlier if necessary to fulfill the requirements for the adoption. Such leave shall be without accumulation of credit on the salary guide and without pay.
- VI. A tenure employee may be granted a leave of absence for advanced study at the discretion of the Board of Education.
- VII. All applications for leaves, extensions or renewals thereof must be made and granted in writing.
- VIII. A tenure employee upon the resumption of his employment shall have restored to him all benefits to which he was entitled prior to his leave of absence.

ARTICLE XII

SABBATICAL LEAVE

- I. *Philosophy* — The policy of granting sabbatical leave of absence is established solely to help the district maintain the highest level of instructional competence. In no case is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
- II. Sabbatical Leave Regulations
 - A. *Eligibility* — A certificated employee completing seven (7) or more years of continuous satisfactory service in North Plain-

field Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one (1) or two (2) semesters for:

1. Study on a full-time basis
2. Travel on a full-time basis
3. Any other reason that the Board and the Superintendent shall approve

Staff members shall not be granted sabbatical leave as a matter of general practice if they are sixty (60) years of age or over at the time the leave is scheduled to begin.

The employee shall not be granted subsequent sabbatical leave until he has re-established eligibility by serving another seven (7) years of continuous satisfactory service.

B. *Number of Leaves Authorized* — No more than two (2) staff members shall be granted sabbatical leave during any school year.

C. *Application for Leave* — Application for sabbatical leave shall be made on or before December 1st on a form prescribed by the Superintendent. Such form shall provide for an outline of the program or itinerary to be followed by the staff member during the period of the leave.

The Superintendent shall notify the applicant in writing of the decision of the Board on or before January 15th. If granted, such leave shall begin in the next school year on the first day of the first semester or on February 1st.

D. *Physical Examination* — Any applicant favorably considered by the Superintendent may be required by the Board of Education to have a physical examination. The purpose of such an examination is to determine whether there is reasonable probability that the applicant will be physically able to return to service for the minimum period required.

E. *Subsequent Service* — As a condition to being granted leave, the employee shall enter into a contract (in terms to be mutually agreed upon) to continue in the employ of the North Plainfield Board of Education for a period of not fewer than two (2) years following the leave of absence.

Should an employee violate the terms specified above, he shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on

leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years. An employee may be released from such obligation if he finds himself:

1. Incapacitated
2. Discharged
3. Released for good and sufficient reason by the Board of Education

F. *Status of Pension and Tenure* — Contributions by the employee to the retirement fund shall continue as usual during the sabbatical leave period. Tenure rights shall not be impaired.

G. *Illness of Accident* — Serious accident or illness (established by evidence satisfactory to the Board) interrupting the program of study or itinerary being pursued by an employee shall not constitute a breach of the conditions of such leave. Neither shall it prejudice the employee against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence or as soon as feasible.

H. *Forfeiture of Leave* — If the Superintendent is convinced that an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education. The Board after giving the employee an opportunity to be heard may terminate the leave of absence as of the date of its abuse.

A sabbatical leave shall not be forfeited should the employee become the recipient of a grant or scholarship.

I. *Sabbatical to Maternity Leave* — If an employee on sabbatical leave ascertains that she is pregnant, she shall immediately report this fact to the Superintendent. Sabbatical leave shall be transferred to maternity leave subject to the rules regulating maternity leave.

J. *Return to Active Duty* — An employee who has been on sabbatical leave for the first semester shall notify the Superintendent on or before December 1st of his intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the em-

ployee shall notify the Superintendent on or before April 1st of his intention to return to duty the following school year. Failure of an employee on leave to give such notification shall be interpreted as an indication that such employee does not wish to return to the North Plainfield School System.

- K. *Reinstatement* — Unless conditions have arisen that necessitate change in subject or building assignment, the employee who has complied with Section J above shall be reinstated in the position he held at the time his leave was granted.

Reinstatement is further conditioned by submitting a written report to the Superintendent describing the significant activities engaged in while on sabbatical leave. If the leave is taken during the first semester, such report is due by March 30th of the following semester. If the leave is taken during the second semester or for the entire school year, the report is due by the following September 30th.

- L. *Salary* — The salary of an employee on sabbatical leave for a full year shall be fifty-five (55%) percent of the salary to which he is entitled if not on leave, minus the regular deductions for Social Security, Income Tax, Teachers' Pension Fund and any other deductions required.

The salary of an employee on sabbatical leave for one (1) semester shall be seventy-five (75%) percent of the half-year salary to which he is entitled if not on leave, minus the regular deductions listed above.

Salary shall be paid in accordance with the salary payment schedule of the North Plainfield School System.

The decision of the Board to grant or to refuse to grant a sabbatical leave shall be final. It shall not be subject to the grievance procedure.

ARTICLE XIII

STAFF-ADMINISTRATION LIAISON

- I. The Association shall select a Liaison Committee for each of the following building units:
- A. East End School
 - B. West End School
 - C. Somerset School

D. Stony Brook School

E. North Plainfield High School

The committee shall consist of not more than one (1) member for every twenty (20) staff members in each building unit but shall in no event have fewer than three (3) members. For the duration of the school year, the committee shall meet with the principal at least once a month, or as deemed necessary. Primary responsibility to call meetings shall rest with the Association. The committee shall review and discuss local school problems and practices and play an active role in the revision or development of building policies. No building practices shall be adopted in any unit without the approval of the Superintendent of Schools. Any change in building practice shall then apply to all other units having the same grade level.

- II. A member of the Department of Pupil Services shall meet with the Superintendent of Schools at least once a month, or as deemed necessary, for liaison purposes as outlined in applicable sections of Part I above.
- III. The Association's representatives shall meet with the Superintendent and/or a committee of the Board at least once a month during the school year, unless it is mutually agreed upon by both parties that a meeting is not deemed necessary. Primary responsibility to call meetings shall rest with the Association. The first Board-Staff meeting shall be held prior to September 20th. The Board-Staff Committee shall review and discuss current school problems and practices. The Committee shall also attend to the proper administration of this Agreement.

ARTICLE XIV

INSTRUCTIONAL COUNCIL

- I. The Board of Education and the Association agree to establish an Instructional Council no later than July 1, 1970. The purpose of the Council shall be to strengthen the educational program through research, recommendations, implementation and evaluation. The Council may consider, but not be limited to, advising the Board of Education on such matters as educational philosophy and goals of the district, educational specifications for buildings, teacher recruitment, curriculum improvement, teaching tech-

- niques, in-service training, pupil testing and evaluation, extra-curricular programs and any other related educational matter.
- II. The Council Steering Committee shall consist of three (3) representatives appointed by the Superintendent and six (6) representatives appointed by the Association. Representatives of the Superintendent shall each have one (1) vote and representatives of the Association shall each have one-half ($\frac{1}{2}$) vote in Council decisions.
 - III. The Council shall be authorized to establish study committees for specific projects.
 - IV. The Council shall encourage the initiation of ideas and shall accept suggestions from individual teachers, departments, grade levels, Association committees, administrators, Board of Education members, students, parents or any other interested party.
 - V. Nothing in this article shall be interpreted to prevent the Council from consulting or adding to its number additional personnel whom the Steering Committee shall determine desirable and appropriate for its purposes.
 - VI. The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.
 - VII. The Council shall meet at least once each month.
 - VIII. The president of the Association shall appoint a temporary chairman whose function it shall be to call an organizational meeting of the Council no later than September 15, 1970.
 - IX. The Board of Education and the Association shall study and consider all written recommendations submitted by the Council for action and shall reply in appropriate manner at the earliest practicable date.
 - X. Reports of the Council or any study committee of the Council may include minority, as well as majority views.

ARTICLE XV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- I. When, in the judgement of a teacher, a student requires the attention of a principal, a counselor, a psychologist, a physician

or other specialist, he shall so inform his principal. The principal shall arrange, as soon as possible, to meet with the teacher (and one or more specialists if he deems it necessary) to discuss the matter and to decide upon the appropriate steps to be followed.

- II. When, in the judgement of a teacher, a student is seriously disrupting the instructional program, the teacher may exclude the student from the classroom and immediately refer him to a principal. In such cases the principal shall arrange, as soon as possible, (and under normal circumstances not later than the conclusion of the following school day) to meet with the teacher. A parent or guardian, and possibly an appropriate specialist, may be called in to discuss the matter and to decide upon the appropriate steps to be followed.

ARTICLE XVI

PROTECTION OF STUDENTS, TEACHERS AND PROPERTY

As per school law Title 18A.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- I. In a rapidly changing society, educational philosophy and goals, curricular content, teaching methods and materials, and all other topics related to education are extremely important to teachers. The Board and the Association therefore support continuing the training of teachers and the improvement of instruction.
- II. The Board therefore agrees to pay:
 - A. The full cost of tuition and other reasonable expenses incurred in connection with courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is required and/or requested to take by the administration
 - B. Fifty (50%) percent of the cost of courses approved by the Superintendent as defined in the Board's policy statement in the teachers' handbooks
 - C. See Article XIX — Paragraph III

III. Staff Evaluation

- A. A non-tenure staff member shall be observed at least nine (9) times per year. Each non-tenure teacher must be evaluated in writing at least twice before February 1st. If the evaluation is unfavorable, the staff member must be evaluated again before March 15th.
- B. A tenure teacher must be observed at least three (3) times per year. Tenure teachers must be evaluated in writing at least twice each year between September 1st and March 15th.
- C. The supervisor shall discuss each observation with the teacher as soon as possible. After this discussion the supervisor shall give the teacher a written report of his appraisal of the teacher's effectiveness during the period of observation as well as suggestions (if any) for improvement. Such report shall be followed by a conference, if desired by either party, between the supervisor and the teacher on a mutually satisfactory date. Such conference should not take place more than one (1) week after discussion of the observation. No such report shall be submitted to the principal's office, placed in the teacher's personal file or otherwise acted upon without prior conference, if desired by either party. This report shall be signed by the supervisor and by the teacher indicating that the teacher has examined such report. The teacher may express in writing his disagreement with any part of the report and have this statement filed as part of such report. No teacher shall be required to sign a blank or incomplete evaluation form.

ARTICLE XVIII

INSURANCE PROTECTION

- I. At the beginning of the 1970-1971 school year, the Board shall provide the health-care insurance protection outlined in present policies and designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, one-third (1/3) of the family premium.
 - A. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing on October 1st and ending on September 30th for each teacher who remains in the employ of the Board for the full school year.

- B. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include but not necessarily be limited to:
 - 1. Hospital room and board and miscellaneous costs
 - 2. Out-patient benefits
 - 3. Laboratory fees, diagnostic expenses, and therapy
 - 4. Maternity costs
 - 5. Surgical costs
 - 6. Major-medical coverage
- II. The Board shall make provisions for continuance of Major-medical insurance after retirement according to terms detailed in the master policies and contracts agreed upon by the Board and the Association. The cost shall be borne by the retired person.
- III. When it becomes available to the Board, the Board shall provide to each teacher a description of the health-care insurance coverage provided under this article. Such description shall include a clear delineation of conditions and limits of coverage.

ARTICLE XIX

SALARIES

- I. The salaries of all teachers covered by this agreement are set forth in the approved salary guide attached hereto, except the Board, at its discretion, in individual cases with just cause, may continue a salary lower than that provided for in the attached schedule and may withhold salary increases or portions thereof.
- II. The Board and the Association agree to the following:
 - A. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 - B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
 - C. Pay days shall be on the fifteenth (15th) day and on the last school day of the month.
 - D. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the work-

ing day immediately preceding the holiday, vacation or weekend.

E. A teacher shall receive his final pay check on the last working day in June after he has completed all his assigned duties.

F. Employees may elect to have ten (10%) percent of each semi-monthly salary installment withheld by the Board. The total of the sums so withheld shall be paid by the Board to the teacher, without interest, in one of the following ways:

1. To the employee should he terminate his employment

2. To the employee in two (2) equal installments on the fifteenth (15th) days of July and August immediately following the end of the teaching period in which the sums were withheld

3. To the employee's estate upon his death

III. The Board and the Association agree that a professional growth plan is desirable to assist in the continuance of superior education in the North Plainfield school system. It is therefore agreed that:

A. A joint Administration-Association Committee composed of three (3) members approved by the Association and three (3) members approved by the Superintendent shall be established immediately to set guidelines and evaluation procedures for such a professional growth plan. This committee shall formulate guidelines which can be equated to three (3) credit hours of study every three (3) years as a requirement for advancement to the next step on the salary guide.

B. Such guidelines and evaluation procedures shall be submitted for approval by the Board and the Association by May 30, 1970.

C. After approval of the above by the Board and the Association, the professional growth plan shall be implemented as of July 1, 1970.

D. A Standing Committee composed of three (3) members appointed by the Board and three (3) members appointed by the Association shall consider and evaluate all applications for equivalent credit. The final decision on the granting of equivalent credit will be subject to approval of the Board.

IV. *Schedule I of the Salary Policy* — The following salary schedule pertains to teachers employed for ten months in each fiscal year:

Years of accredited experience	Non- degree	Bachelor's degree	Master's degree	Master's degree six-year level	Doctor's degree
0	\$ 7,053	\$ 7,600	\$ 8,189	\$ 8,824	\$ 9,265
1	7,373	7,900	8,540	9,206	9,691
2	7,693	8,222	8,916	9,612	10,117
3	8,013	8,544	9,292	10,018	10,543
4	8,333	8,890	9,668	10,424	10,969
5	8,653	9,236	10,044	10,830	11,395
6	8,973	9,582	10,421	11,236	11,821
7	9,293	9,928	10,798	11,642	12,247
8	9,613	10,274	11,175	12,048	12,673
9	9,933	10,620	11,552	12,454	13,099
10	10,253	10,966	11,929	12,860	13,525
11	10,573	11,312	12,306	13,266	13,951
12	10,893	11,658	12,683	13,672	14,377
13	11,213	12,004	13,060	14,078	14,804
14	11,533	12,350	13,437	14,484	15,231
15	11,853	12,700	13,814	14,890	15,658

V. *Schedule II of the Salary Policy* —

A. The salary schedules for each of the following twelve (12) month positions shall be obtained by multiplying the appropriate salaries in Schedule I by the ratios shown opposite the respective titles listed below:

	<u>Ratio</u>
High School Principal	1.6667
High School Vice-Principal	1.3750
High School Assistant Principal	1.3200
High School Guidance Director	1.2700
Elementary School Principal	1.3750
Director of the Department of Pupil Services	1.3333

B. The salary schedules for each of the following ten (10) month positions shall be obtained by multiplying the appropri-

ate salaries in Schedule I by the ratios shown opposite the respective titles listed below:

	<u>Ratio</u>
School Psychologist	1.2000
Secondary School Subject Supervisor	1.0700
Psychiatric Social Worker	1.1600

VI. *Application of accredited experience* —

- A. The salary of any employee listed in Schedule II shall be obtained by applying the ratio shown to the Schedule I salary of a teacher having equivalent education and experience.
- B. Full credit shall be granted for the first nine (9) years of successful teaching experience in other schools. Half credit shall be granted for the next six (6) years of successful teaching experience in other schools.
- C. A new employee shall be granted not more than three (3) years of credit for military service. A year of military service shall be defined as twelve (12) months.
- D. No teacher may be employed initially at a salary higher than that recognizing twelve (12) years of accredited experience, as outlined above.

ARTICLE XX

LONGEVITY PAY

At the discretion of the Superintendent and the Board, the sum of \$275.00 shall be added to the salary of all certificated personnel who have completed twenty (20) years of service within the North Plainfield School System. Up to four (4) years of military service, subsequent to employment in the North Plainfield School System, shall be counted toward longevity pay.

ARTICLE XXI

SALARY DEDUCTIONS

When requested, salary deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15. 9e) and under rules established by the State Department of Education.

When requested by an employee, the Board of Education agrees to enter into an agreement to reduce the employee's salary to purchase

on behalf of the employee an annuity which qualifies under the provisions of Section 403b of the Internal Revenue Code of 1954, as amended.

ARTICLE XXII

SUPPLEMENTAL SALARIES

The Board of Education agrees to the following supplemental salaries. It is understood that the Board, as it deems necessary, may eliminate any of these positions or create additional ones.

<i>I. Athletic Coaches Pay Scale</i>	1	2	3
Director of Athletics	\$1,400	\$1,500	\$1,600
<i>Football</i>			
Head Coach	1,200	1,300	1,400
Assistant Coach	700	750	800
Equipment Manager	600	650	700
Trainer	450	500	550
<i>Soccer</i>			
Head Coach	600	700	800
Assistant Coach	475	525	575
<i>Cross Country</i>			
Head Coach	450	500	550
<i>Basketball</i>			
Head Coach	900	1,000	1,100
Assistant Coach	600	650	700
<i>Swimming</i>			
Head Coach	550	600	650
Assistant Coach	425	450	475
<i>Winter Track</i>			
Head Coach	450	500	550
<i>Wrestling</i>			
Head Coach	900	1,000	1,100
Assistant Coach	600	650	700
<i>Baseball</i>			
Head Coach	600	700	800
Assistant Coach	475	525	575
<i>Track</i>			
Head Coach	700	800	900
Assistant Coach	550	600	650

Tennis

Head Coach	600	650	700
Assistant Coach	425	450	475

Golf

Head Coach	325	350	375
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Coaches with no former experience shall begin on step #1 of the coaching pay scale. Experienced new coaches shall begin on step #2 or step #3 of the coaching pay scale with recommendations from the Director of Athletics.

II. *Intramural Pay Scale*

Salary

A. Supervisor of Intramural Program	\$450.00
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B. *2-Hour Rate*

<i>Days</i>	<i>Activity</i>	
25-30 days	Jr. H.S. Wrestling	200.00
30-35 days	Archery	250.00
35-40 days	Fall Tennis	305.00
50-55 days	Jr. H.S. Football	400.00
50-55 days	Jr. H.S. Baseball	400.00
50-55 days	Jr. H.S. Track	400.00

C. *1½-Hour Rate*

15-20 days	Bowling	150.00
20-25 days	Jr. H.S. Volleyball	165.00
20-25 days	H.S. Softball	165.00
20-25 days	H.S. Badminton	165.00
20-25 days	Spring Tennis	165.00
30-35 days	Jr. H.S. Girls' Spring Sports	205.00
30-35 days	H.S. Volleyball	205.00
35-40 days	H.S. Hockey	245.00 (300.00)*
35-40 days	Jr. H.S. Basketball & Badminton	245.00 (250.00)*
40-45 days	Jr. H.S. Basketball	285.00
40-45 days	Jr. H.S. Hockey & Soccer	285.00 (315.00)*
40-45 days	H.S. Basketball—Girls	285.00 (350.00)*
60-70 days	H.S. Basketball—Boys	420.00
60-70 days	Weight Training & Conditioning..	420.00

*The salaries in parenthesis are those that were paid to employees during the school year 1969-70. Should the same employees hold the same respective positions during the school year 1970-71, they shall be paid the same salary they received in 1969-70. New employees in such positions shall be paid on the regular scale indicated.

D. 1¼-Hour Rate

Three (3) seasons of 50-55
days each 795.00

E. If additional days are required for an activity beyond those listed above, then the salary for that activity shall be pro-rated upward depending on the number of days added.

III. Extra-Curricular Activity Pay Scale

Cheerleading	\$550.00
Modern Dance	530.00
Dramatics	500.00
Tunlaw Sr.	400.00
Yearbook	400.00
Debate Club	400.00
Pom-Pom	200.00
Color Guard	200.00
Majorettes	200.00
Tunlaw Jr.	200.00

IV. Other Supplemental Salaries

The Board of Education agrees to pay the following supplemental salaries at the percentages indicated:

Director of Elementary Education	11%
Director of Audio-Visual Education	6%

The salaries of the above employees shall be obtained by multiplying the Schedule I salary in Article XIX for a teacher having equivalent education and experience by the percentage indicated above.

The Board of Education also agrees to pay the following supplemental salaries at the sums indicated:

Supervisor of Instruction	\$1,325.00
Learning Disabilities Specialist	1,100.00
Teacher of the Perceptually Handicapped ..	600.00
Reading Specialist	600.00
Administrative Assistant at Somerset School	550.00
Administrative Assistant at West End School	300.00
Teacher of the Educable Classes	300.00
Teacher of the Trainable Class	300.00
Speech Specialist	300.00
Head Librarian at the High School	300.00

(as designated by the High School Principal)

- V. Where feasible, teachers shall be notified no later than April 1st of their supplemental contract status for the ensuing year. Teachers shall sign their supplemental contracts by April 10th, unless at the request of the teacher an extension has been granted by the Superintendent.

**ARTICLE XXIII
MISCELLANEOUS PROVISIONS**

- I. This Agreement shall be honored by the Board of Education and by the Association for the duration of the Agreement.
- II. If any provisions 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 the law. All other provisions or applications shall continue in full force and effect.
- III. Any individual contract between the Board of Education 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 the Agreement, then this Agreement, during its duration, shall be controlling.
- IV. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers now employed or hereafter employed by the Board. Printing expenses shall be shared equally by the Board and the Association.
- V. Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, such party shall do so in writing at one of the following addresses:
 - A. If by the Association, to:
 - The Board of Education
 - Watchung School
 - North Plainfield, New Jersey 07060
 - B. If by the Board, to:
 - President of
 - North Plainfield Education Association
 - School
 - North Plainfield, New Jersey 07060

VI. If, after the Agreement has become effective, it is felt by either the Board of Education or the Association that an amendment to this Agreement is warranted, such amendment may be added by mutual consent.

ARTICLE XXIV

DURATION OF THE AGREEMENT

This Agreement shall become effective July 1, 1970, and continue in effect until June 30, 1971. ~~Negotiations shall commence~~ no later than October 15th of each year for each successor agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, all on the day and year first written above.

NORTH PLAINFIELD BOARD OF EDUCATION

by.....
President

by.....
Secretary

NORTH PLAINFIELD EDUCATION ASSOCIATION

by.....
President

by.....
Secretary

NOTES