

THIS BOOK DOES NOT CIRCULATE

PREAMBLE

This agreement made 10-22-74, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey, hereinafter referred to as the "Board" and the Westfield Education Association, having its principal office at 113 Central Avenue, Westfield, Union County, New Jersey, hereinafter referred to as the "Association."

WHEREAS, The Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 303, Public Laws of 1968 (N.J.S.A. 34:13A-1 et seq.)

NOW, THEREFORE, it is agreed as follows:

July 1, 1974 - June 30, 1976

LIBRARY
Institute of Management and
Labor Relations

JUN 3 1975

RUTGERS UNIVERSITY



ARTICLE I

RECOGNITION

- A. The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the public school teachers of the Westfield School System.
- B. The appropriate bargaining unit of the Westfield Education Association shall be composed of the following personnel: classroom teachers, department heads, special elementary teachers (art, music, physical education), librarians (elementary and secondary), reading specialists, speech specialists, learning disabilities specialists, special education teachers (trainable, educable, neurologically impaired), nurses, social workers, guidance counselors, psychologists.
- C. The unit excludes the following personnel: assistant superintendent, assistant business manager, director of personnel, coordinator of elementary education, assistant coordinator of elementary education, coordinator of secondary education, principals, assistant principals, supervisor of special services, supervisor of elementary physical education, health and safety, supervisor of elementary art, supervisor of health department, coordinator of music, audio-visual coordinator, supervisor of boys' athletics, and coordinator of computers. The unit shall also exclude the following: all non-certificated personnel and all certificated personnel not under contract.

ARTICLE II

NEGOTIATION PROCEDURE

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

ARTICLE III

FINANCIAL PROVISIONS

- A. The salary guides for teachers for the 1974-76 school years shall be as negotiated by the Board of Education and the Westfield Education Association. The salary guide is set forth in Schedule A which is attached hereto.
- B. The Board of Education agrees to provide single or full family coverage as required for Blue Cross, Blue Shield, Rider J and Major Medical for all professional personnel.
- C. The special assignments fees shall be distributed according to Schedule B which is attached hereto.
- D. The Board of Education, after consultation with Department Heads, shall study the structure of the positions and prepose written job descriptions by June 30, 1975. This in no way limits the Board's right to continue or eliminate the positions."
- E. The salaries for coaches shall be paid in accordance with Schedule C which is attached hereto.
- F. Special grants shall be awarded in accordance with Schedule D which is attached hereto.
- G. The sabbatical leaves shall be granted in accordance with Schedule E which is attached hereto.
- H. A teacher may elect to have a portion of his salary deducted and forwarded to the Union County Teachers' Federal Credit Union in accordance with prior established procedure.

ARTICLE III

I. Employees under this contract who are regularly required by their principals or supervisors to use their automobiles in the performance of their duties shall be compensated according to the following procedure:

1. Mileage from the first building location to the last building location of the day is to be indicated on the travel voucher form.
2. Travel voucher forms are to be completed in detail and submitted to the principals or supervisors at the end of each month for approval.
3. Mileage is to be computed at the rate of \$0.12 per mile.
4. Payments will be made in January and June.

ARTICLE IV

PROCEDURE FOR TEACHER GRIEVANCES

A. The Westfield Board of Education and the Westfield Education Association recognize that misunderstandings and disagreements may arise with respect to interpretation and application of rules, regulations and policies of the Westfield Public School System, duties and responsibilities of personnel, and the provisions of the Westfield Board of Education-Westfield Education Association contract.

The Grievance Procedure is to be used for the settlement of grievances only and shall not be used as an instrument for negotiating changes in Board of Education policy.

B. Any teacher may discuss any matter informally with any appropriate member of the school administration. The teacher may meet with his department head, supervisor, assistant principal or principal to discuss the issue.

ARTICLE IV

He may also use other professional staff members in endeavoring to satisfactorily resolve the issue.

- C. If any teacher subject to this contract shall be aggrieved by such misunderstanding or disagreement he shall be deemed to have a grievance which shall be resolved as herein set forth.

These procedures shall not apply in the following instances:

1. A complaint will not be processed if it is beyond the scope of Board of Education authority, and no matter shall be considered a grievance for which a statutory remedy is provided, exclusive of NJSA 18A:6-9.
 2. A complaint of a non-tenure teacher by reason of his not being re-employed will not be considered.
 3. A complaint of any certificated personnel by reason of appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or required will not be considered.
- D. A grievance, to be considered, must be initiated in writing as hereinafter provided within fifteen (15) school days of its occurrence or within fifteen (15) school days after the teacher had knowledge of its occurrence.
- E. The aggrieved teacher and the Association shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board of Education until such grievances and any effect thereof shall have been fully determined.

ARTICLE IV

- F. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any member of the Westfield Education Association or any other participant in the grievance procedure by reason of such participation.
- G. An aggrieved teacher may present his written grievance and process it through the various steps of the grievance procedure by himself, or, at his option, through a representative selected by him. Where an aggrieved teacher is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present his views.
- H. In the event that a grievance is not resolved informally as suggested by paragraph B, the following procedure will obtain:
- Step 1. The aggrieved teacher shall present his grievance, in writing with reasons, to the supervisor or administrator immediately concerned, who shall render his decision in writing with reasons within five (5) school days after the receipt of the grievance. The grievance must be in writing and the writing shall cite the specific contract clause, rule or regulation, duty or responsibility assignment under which the grievance has arisen, and the relief sought.
- Step 2. Upon receipt of such written decision, the teacher may within a five (5) school day period submit the grievance to the next level of authority. The person at the next level of authority below the Superintendent, where one exists, and staff members of his choosing may meet with the aggrieved teacher and his representative, if any, and

a representative of the Association within five (5) school days after receipt of such grievance, and he shall render his decision in writing with reasons no later than five (5) school days after such meeting or within five (5) school days after receipt of grievance from the aggrieved if no meeting is held.

Step 3. In the event that the grievance is not resolved at Step 2, the aggrieved teacher may, within five (5) school days after receipt of such written decision, submit to the Superintendent of Schools a written request for review of the grievance with a copy to the office of the WEA. The Superintendent, or his designate in the absence of the Superintendent, and staff members of his choosing shall meet with the aggrieved employee and his representative, if any, and a representative of the Association within ten (10) days after receipt of such written request. The Superintendent shall at such meeting seek to secure all information pertinent to the grievance and shall render his decision in writing no later than ten (10) school days after such meeting.

Step 4. In the event that the grievance is not resolved at Step 3, the aggrieved teacher may, within five (5) school days after receipt of such written decision, submit to the Secretary of the Board of Education a written request for review of the decision of the Superintendent. The Superintendent shall immediately make available to the aggrieved teacher copies of those documents and

records dealing with the processing of the grievance to that date. The Board of Education shall within fifteen (15) school days after receipt of such written request hold a hearing to be attended by the aggrieved teacher, his representative, if any, and representatives (2) of the Association. The Board will invite such persons as they deem necessary and pertinent for the resolution of the grievance. Either the aggrieved teacher or the Board may cause a stenographic record to be made of said meeting at the expense of the party requesting it. The Board of Education shall render its decision in writing within fifteen (15) school days of the hearing.

- Step 5. (a) In the event that the grievance is not resolved by the review of the Board of Education as described in Step 4, the aggrieved teacher may elect to go to Step 6 by notifying the Board within ten (10) working days, or
- (b) In the event that the grievance is not resolved by the review of the Board of Education as described in Step 4 and provided the grievance concerns disagreement with respect to interpretation of the Westfield Board of Education-Westfield Education Association contract as stipulated in Step 1, then... the aggrieved teacher may elect to have the matter referred for advisory arbitration by filing a written request for advisory arbitration with the Secretary of the Board of Education within ten (10) working days of the date of the decision

of the Board of Education. (The aggrieved teacher may waive Step 5 and notify the Board within 10 days of his decision to go to Step 6.)

The Association and the Board of Education shall forthwith request a list of qualified advisors from the Public Employees Relations Commission or the American Arbitration Association and shall within ten (10) days of the receipt of said list attempt to agree upon an acceptable advisory arbitrator.

In the event that the Association and the Board do not agree upon an advisory arbitrator within ten (10) days, they agree to designate the Public Employees Relations Commission or the American Arbitration Association to name the advisory arbitrator, and he shall thereupon conduct a hearing and investigation sufficient to determine the facts and make a recommendation to the parties for the resolution of the grievance.

The recommendation of the advisory arbitrator shall not be binding on any of the parties. In no event shall the recommendation have the effect of adding to, modifying, or amending the provisions of this contract, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education.

The fees of the advisory arbitrator and the expenses of the hearing and investigation shall be shared equally by the Association and the Board, but each party shall be responsible for its own expenses with respect to the hearing.

If any aggrieved teacher shall not elect to have advisory arbitration with respect to a grievance, his rights to appeal the matter to the Commissioner of Education or the civil courts under the statute shall in no way be affected.

Step 6. There remain then two more levels of referral:

- (a) The Commissioner of Education of the State of New Jersey.
- (b) The Civil Courts.

Procedures for referral here are established by the Commissioner's Office and by law, respectively.

- I. It is understood that the aggrieved teacher or group of teachers may withdraw a grievance during or after any step in the procedure. In this instance the Association and/or a representative of the aggrieved cannot continue to process the grievance further.
- J. Time Limits. Because it is important that grievances be processed promptly, the time periods provided for in the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement. The Board of Education and the Association shall make every effort to expedite the resolution of any grievance pending at or near the end of a school year where the failure to resolve such grievance prior to the end of the school year may adversely affect the aggrieved teacher. No grievance shall carry over to the next school year.
- K. Group Grievance. Any grievance which is common among a group or class of aggrieved teachers may be presented in writing, by the aggrieved teachers or by a representative selected by them, to the next level of authority at Step 2 without first having been processed through the previous steps of the grievance procedure. Such group grievances shall be processed at Step 2 and thereafter in accordance with the procedures

set forth above.

- L. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.
- M. 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.

ARTICLE V

TEACHER RIGHTS AND RESPONSIBILITIES

- A. No teacher shall be disciplined or reprimanded without just cause.
- B. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Westfield School District. Except in unusual circumstances no grade or evaluation shall be changed without the knowledge and approval of the teacher.

ARTICLE VI

ASSOCIATION PRIVILEGES

- A. The Board agrees to make available all items of public information to the Association which it may from time to time request.
- B. The Association may have the use of school buildings for meetings to be held at reasonable hours upon proper application.
- C. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. All material placed on these bulletin boards shall either be signed or bear the Association's monogram.
- D. The Association shall have the privilege of using interschool mail facilities and school mailboxes for Association business.
- E. Hereafter the president-elect shall, in writing, within ten days of

election, notify his or her building principal and the Superintendent of Schools of such election. The building principal, in working out schedules for the following year shall, if feasible, if the president is a member of the junior high school or high school staff, schedule the president's preparation period to coincide with the elementary lunch period.

ARTICLE VII

TEACHER WORK YEAR

- A. There shall be no increase in the number of days that teachers are required to be in school when students are not present without negotiations.
- B. There shall be no increase in the length of the teacher work day without negotiations.
- C. Prior to any adjustment in the starting time of the teaching work day, the Westfield Education Association will be consulted prior to such decision.
- D. The Superintendent shall consult with the Association prior to making recommendations to the Board for the school calendar.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

A. Teachers shall be in their classrooms twenty (20) minutes before the opening of school and to remain after school for such time as may be required to assist pupils and meet parents (normally 30 minutes) and to attend faculty and committee meetings. On days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day. Nurses may leave with teachers on days before holidays.

B. Kindergarten and first grade teachers will be granted two released time days per class taught for holding parent conferences. Scheduling of dates and class coverage shall be determined by the school administration.

Teachers of grades two through six shall be granted one released time day for holding parent conferences; however, if there are 22 or more students in the class such teacher shall receive one and one-half days released time for such parent conferences. Scheduling of dates and class coverage shall be determined by the school administration.

C. It is recognized that regardless of the elementary teacher's competence to teach special subject areas such as art, music, library, health and physical education, he should be thoroughly versed in the curricula at his grade level. Upon achieving tenure status elementary teachers may be excused from the classroom during the regularly scheduled visits of special teachers, subject to the principal's reasonable determination. Such time shall be utilized for those professional activities dealing with his work in the Westfield Public Schools.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- D. Teachers in the secondary schools may leave their buildings without requesting permission during their scheduled duty-free lunch periods provided that they sign out and sign in on an appropriate form in the main office of their building.

ARTICLE IX

TEACHER EMPLOYMENT

- A. In the event that the Board of Education shall deem it advisable to abolish any position in the system for reasons of economy, a reduction in the number of pupils, a change in the administrative or supervisory organization of the system or for any other good cause, the Board of Education agrees that insofar as possible any such reduction shall be accomplished so that no tenure teacher shall be discharged, but any tenure teacher affected by the reduction will be reassigned within the system provided that said teacher shall have proper certification and professional competency for such open teaching positions as exist. In any case the provision of 18A:28-9 et seq shall be applicable to any such reduction.
- B. All openings for teaching positions in the Summer School shall be publicized by the Superintendent's office. Teacher qualifications and length of service in Westfield will be considered.

ARTICLE X

TEACHER-ADMINISTRATION LIAISON

- A. In September of each year the Association shall select experienced teachers as members of a Liaison Committee for each school building. Such teachers shall have no less than three full years of teaching experience of which one complete year must be in the Westfield school system. This committee shall meet with the building principal and/or his designees at least once a month during the school year.

At the elementary school level one appointee shall be a primary teacher (K-3) and the other an intermediate teacher (4-6).

At the secondary level the number of appointees shall be such that there be one member for every 20 teachers or fraction thereof.

Areas for consideration shall be review of current school problems and practices.

This Committee in no way abrogates the privilege of any individual teacher to consult directly with the building principal on any matter.

The Association's representatives (five, (5) shall meet with the Superintendent and/or his designees (total of five (5) at least once a month

during the school year to review and discuss current school district practices and concerns.

Recommendations voted by a majority of this committee shall immediately be forwarded to both the WEA Executive Council, the Administrative Council and the Board for their reactions.

- C. Minutes of building and Superintendent's Liaison Committees shall be submitted to the Superintendent and the President of the Association not later than three school days following such meetings.
- D. The Superintendent and the President of the Association jointly may call a special meeting of the committee and shall submit an agenda to committee members so they may have sufficient time to study it prior to the meeting.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

A program for professional growth shall be implemented for the years 1974-76 through participation of teachers in approved professional conferences. Funds shall be allocated by the Board in the amount of ten thousand dollars (\$10,000) per year for the sole use of teachers.

ARTICLE XII

TRANSFERS AND REASSIGNMENTS

- A. No later than May 10th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. 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 thru the Principal not later than March 1st. Such a 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.
- B. In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily or capriciously.
- C. 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 Westfield 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 or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

ARTICLE XII

- D. Involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor and/or any other member of the Administrative staff.

ARTICLE XIII

TEACHER EVALUATION

- A. No later than November, 1974, the Board and the Association agree to establish an Evaluation Committee consisting of eight (8) members, four (4) members appointed by the Board and four (4) members appointed by the Association. This committee shall develop specific criteria and additional procedures for the evaluation of teachers and recommend them to the Board.
- B. Evaluation of teaching performance shall include the following:
1. Tenure teachers shall be observed a minimum of one (1) entire class period per year. Non-tenure teachers shall be observed a minimum of three (3) times per year.
 2. Observation for purposes of teacher evaluation shall be by the principal, assistant principal, supervisor, department chairman, or other administrators properly certificated for supervision.
- C. A formal observation will be followed by a conference with the evaluator during which any written summary of the teacher's performance will be read by the teacher and signed as an acknowledgement that the teacher has seen the summary. The teacher, at his option, may add written comments at this time or he may be permitted three (3) school days in which to prepare and add such comments.
- D. Each teacher shall also have an end of year conference with his principal or supervisor. This conference may include a written summary witnessed and signed by the teacher. If the conference includes a written summary the teacher may respond in writing within three (3) school days.

ARTICLE XIII

TEACHER EVALUATION

E. A teacher shall be given a copy of any written evaluation report prepared by his evaluators, as a result of actions taken in Paragraphs C and D. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

This article in no way abrogates the existing procedures in the "Staff Rating and Evaluation Section of the Handbook for Teachers, except as indicated in B. and D. above.

ARTICLE XIV

TEACHER FACILITIES

- A. Each school building shall reserve for the teachers a faculty room wherever possible. The use of this room for other than staff members shall only be permitted when no other suitable space or room is available. This room shall also be reserved for the staff during their duty-free lunch period.
- B. A telephone will be furnished in each faculty lounge providing means for confidential teacher-parent communication. Toll calls will be billed to individual teachers home phone or credit card.
- C. A teachers' dining room or area will be provided in each school. In the elementary school this area shall be the faculty room.
- D. The cost of suitable protective clothing for teachers in physical education, industrial arts, laboratory sciences, art and home economics shall be reimbursed up to an annual allowance of fifteen dollars per qualified teacher.
- E. At the senior high school parking space will be reserved for all staff requesting such space at the beginning of the school year.
- F. A serviceable desk, chair and filing cabinet shall be provided for the use of each teacher regularly assigned to a single building. Special teachers shall have these facilities where they are principally based.

ARTICLE XVI

MATERNITY LEAVE

- A. The Board shall not discriminate against any person in violation of the Law Against Discrimination.
- B. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured teacher from her teaching duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy but shall consider and treat each teacher on an individual basis.
- C. The Board may remove any pregnant teacher from her duties on any one of the following bases:
 - 1. Performance. Her teaching performance has substantially declined from the time immediately prior to her pregnancy.
 - 2. Physical Incapacity. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
 - a. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 - b. The Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
 - c. Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Union County Medical Society, Elm Street, Westfield, New Jersey, 232-1661, shall appoint an

ARTICLE XV

INSTRUCTIONAL COUNCIL

The Instructional Council shall continue to function in the manner prescribed in the jointly adopted resolution of November, 1972. Four members shall be appointed by the president of the Westfield Education Association and four members shall be appointed by the Superintendent of Schools. Areas of consideration shall include organization, membership, purpose and rules of procedure.

ARTICLE XVI

impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

3. Just Cause. Any other "just cause" as defined in N.J.S.A. Title 18A.

D. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board, except as otherwise provided herein, and in other applicable statutes or rules of courts of competent jurisdiction.

1. Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth, or child rearing, shall apply to the Board for said leave at any time prior to birth. At the time of application which shall be made upon reasonable notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved

ARTICLE XVI

as set out in paragraph C2(c) of this article. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board if not medically ~~contradicted~~^{contra-indicated}. Following the grant of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contra-indicated. The Board may require any teacher to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph C2(c) of this article.

2. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

ARTICLE XVI

3. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided in this article. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph C2(c) of this article.
- E. The Board shall grant upon request a leave of absence without pay in accordance with the provisions of paragraph D.1. of this Article where applicable, upon receiving defacto custody of an adopted child.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.
- 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

ARTICLE XVII

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 provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. However, no provision of this contract shall be deemed to vest in non-tenure teachers' rights reserved to tenure teachers.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age, or marital status.
- E. The Board retains its rights and authority except as limited by the express terms of this agreement.
- F. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
1. If by Association, to Board at 305 Elm Street
 2. If by Board, to Association at 113 Central Avenue.

ARTICLE XXIII

DURATION OF AGREEMENT

This agreement shall remain in effect from July 1, 1974 until June 30, 1976, subject to the Association's right to negotiate over a successor agreement.

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be signed by their proper officers and their proper corporate seals to be affixed hereto the day and year first above written:

WESTFIELD EDUCATION ASSOCIATION

By Beverly J. Sullivan
President

Attest Lain C. Chew
Secretary

WESTFIELD BOARD OF EDUCATION

By J. K. Campbell
President

Attest H. Tomlinson
Secretary



SCHEDULE A

SALARY GUIDE FOR TEACHERS AND NURSES 1974-75

| <u>Steps</u> | <u>*Bachelors Degree</u> | <u>Masters Degree</u> | <u>Masters Degree + 30</u> | <u>Doctors Degree</u> |
|--------------|--------------------------|-----------------------|----------------------------|-----------------------|
| 1 | 9400 | 10375 | 11225 | 12075 |
| 2 | 9700 | 10675 | 11525 | 12400 |
| 3 | 10000 | 10975 | 11825 | 12750 |
| 4 | 10300 | 11300 | 12150 | 13125 |
| 5 | 10625 | 11625 | 12525 | 13525 |
| 6 | 10975 | 12000 | 12900 | 14000 |
| 7 | 11350 | 12375 | 13300 | 14525 |
| 8 | 11725 | 12750 | 13775 | 15075 |
| 9 | 12125 | 13200 | 14350 | 15675 |
| 10 | 12575 | 13700 | 14950 | 16325 |
| 11 | 13125 | 14300 | 15600 | 16975 |
| 12 | 13750 | 14950 | 16300 | 17675 |
| 13 | 14400 | 15650 | 17000 | 18400 |
| 14 | 15150 | 16450 | 17800 | 19200 |
| 15 | 16000 | 17350 | 18750 | 20100 |

*Teachers with no degree shall be paid \$200 less than those with the same years of experience on the Bachelor's level.

\$600 longevity increase for teachers with 20 or more years teaching in Westfield.

\$300 longevity increase for teachers with 15 years teaching in Westfield, but less than 20 years teaching in Westfield.

The term "teachers" applies also to nurses.

SCHEDULE A

SALARY GUIDE FOR TEACHERS AND NURSES 1975-76

| <u>Steps</u> | <u>*Bachelors Degree</u> | <u>Masters Degree</u> | <u>Masters Degree + 30</u> | <u>Doctors Degree</u> |
|--------------|--------------------------|-----------------------|----------------------------|-----------------------|
| 1 | 9900 | 10900 | 11950 | 12900 |
| 2 | 10200 | 11200 | 12300 | 13250 |
| 3 | 10550 | 11550 | 12650 | 13600 |
| 4 | 10900 | 11900 | 13000 | 14000 |
| 5 | 11250 | 12250 | 13375 | 14425 |
| 6 | 11650 | 12700 | 13775 | 14900 |
| 7 | 12050 | 13150 | 14175 | 15400 |
| 8 | 12450 | 13650 | 14625 | 15950 |
| 9 | 12925 | 14250 | 15175 | 16600 |
| 10 | 13425 | 14850 | 15825 | 17725 |
| 11 | 14000 | 15500 | 16550 | 18025 |
| 12 | 14675 | 16200 | 17350 | 18825 |
| 13 | 15400 | 16850 | 18150 | 19650 |
| 14 | 16150 | 17600 | 19000 | 20500 |
| 15 | 17000 | 18450 | 19900 | 21400 |

*Teachers with no degree shall be paid \$200 less than those with the same years of experience on the Bachelor's level.

\$700 longevity increase for teachers with 20 or more years teaching in Westfield.

\$400 longevity increase for teachers with 15 years teaching in Westfield but less than 20 years teaching in Westfield.

The term "teachers" applies also to nurses.

SCHEDULE B

SPECIAL ASSIGNMENTS SCHEDULE 1974-76

| <u>Position</u> | <u>1974-75 Salary</u> | <u>1975-76 Salary</u> | <u>Number of Positions</u> |
|------------------------------|-----------------------|-----------------------|----------------------------|
| Class Advisors | | | |
| Senior | \$ 500 | \$ 544 | 1 |
| Junior | 375 | 408 | 1 |
| Sophomore | 310 | 337 | 1 |
| Ninth Grade | 220 | 239 | 2 |
| Eighth Grade | 155 | 169 | 2 |
| Seventh Grade | 155 | 169 | 2 |
| Treasurer-Student Activities | | | |
| Senior High | 845 | 919 | 1 |
| Edison | 405 | 441 | 1 |
| Roosevelt | 405 | 441 | 1 |
| Yearbook | | | |
| Senior High | 845 | 919 | 1 |
| Edison | 190 | 207 | 1 |
| Roosevelt | 190 | 207 | 1 |
| Art - Senior High | 250 | 272 | 2 |
| Drama - Senior High | 179 (3@) 196 (1@) | 195 (3@) 213 (1@) | 4 |
| Audiovisual | | | |
| Senior High | 250 | 272 | 1 |
| Edison | 190 | 207 | 1 |
| Roosevelt | 190 | 207 | 1 |
| Drama | | | |
| Edison | 250 | 272 | 1 |
| Roosevelt | 250 (\$125 per prod.) | 272 (\$136 per prod.) | 1 |
| Musicals - Junior High | 125 | 136 | 4 |
| Lighting | | | |
| Senior High | 190 | 207 | 1 |
| Edison | 125 | 136 | 1 |
| Roosevelt | 125 | 136 | 1 |
| Band - Senior High | 375 | 408 | 1 |
| Student Council | | | |
| Senior High | 500 | 544 | 1 |
| Edison | 220 | 239 | 1 |
| Roosevelt | 220 | 239 | 1 |
| Newspaper | | | |
| Edison | 220 | 239 | 1 |
| Roosevelt | 220 | 239 | 1 |
| Graphic Advisors | | | |
| Edison | 190 | 207 | 1 |
| Roosevelt | 190 | 207 | 1 |

SCHEDULE B (continued)

| <u>Position</u> | <u>1974-75 Salary</u> | <u>1975-76 Salary</u> | <u>Number of Positions</u> |
|--------------------------------|-----------------------|-----------------------|--------------------------------|
| Intramurals - Girls | | | |
| Senior High | \$ 250 | \$ 272 | 6 |
| Edison | 440 | 479 | 2 |
| Roosevelt | 440 | 479 | 2 |
| Intramurals - Boys | | | |
| Senior High | 250 | 272 | 3 |
| Edison | 250 | 272 | 2 |
| Roosevelt | 250 | 272 | 2 |
| Detention | | | |
| Senior High | 250 | 272 | 1 |
| Edison | 155 | 169 | 1 |
| Roosevelt | 155 | 169 | 1 |
| Vocal Music - Senior High | 155 | 169 | 1 |
| Twirling Sponsor | 125 | 136 | 1 |
| School Store | | | |
| Edison | 155 | 169 | 1 |
| Roosevelt | 155 | 169 | 1 |
| Safety Patrol (Elementary) | 119 | 129 | 9 |
| Saturday Science - Senior High | 952 | 1036 | 1 |
| Department Heads | | | |
| Senior High | | | |
| Math | 900 | 980 | 1 |
| History | 900 | 980 | 1 |
| Language | 900 | 980 | 1 |
| Science | 900 | 980 | 1 |
| Industrial Arts | 900 | 980 | 1 |
| English | 900 | 980 | 1 |
| Music | 900 | 980 | 1 |
| Edison | | | |
| English | 900 | 980 | 1 |
| Social Studies | 900 | 980 | 1 |
| Math | 900 | 980 | 1 |
| Science | 900 | 980 | 1 |
| Language | 900 | 980 | 1 |
| Practical Arts | 900 | 980 | 1 |
| Roosevelt | | | |
| English | 900 | 980 | 1 |
| Social Studies | 900 | 980 | 1 |
| Math | 900 | 980 | 1 |
| Science | 900 | 980 | 1 |
| Language | 900 | 980 | 1 |
| Practical Arts | 900 | 980 | 1 |
| Elementary | | | |
| Music | 900 | 980 | 1 |

COACHES SALARY GUIDE
1974-75

| <u>Years Experience</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> |
|---|----------|----------|----------|----------|----------|----------|
| <u>Senior High School</u> | | | | | | |
| Football - Head | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 |
| Associate | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 |
| Varsity Assistant | 850 | 900 | 950 | 1000 | 1050 | 1100 |
| J.V. Assistant | 800 | 850 | 900 | 950 | 1000 | 1050 |
| Basketball - Head | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 |
| Assistant | 500 | 600 | 700 | 800 | 900 | 1000 |
| Baseball, Soccer, Track, Swimming, Wrestling - | | | | | | |
| Head | 900 | 1000 | 1100 | 1200 | 1300 | 1400 |
| 1st Assistant | 500 | 600 | 700 | 800 | 900 | -- |
| 2nd Assistant | 400 | 450 | 500 | 600 | 700 | -- |
| Cross Country - Head | 600 | 700 | 800 | 900 | 1000 | 1100 |
| Assistant | 400 | 450 | 500 | 600 | 700 | -- |
| Indoor Track, Tennis | 600 | 700 | 800 | 900 | 1000 | 1100 |
| Golf | 400 | 500 | 600 | 700 | 800 | 900 |
| Trainer | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 |
| <u>Senior High Girls' Sports</u> | | | | | | |
| Field Hockey, Basketball, Gymnastics, Tennis, Softball & Cheerleaders - | | | | | | |
| Head | 450 | 500 | 600 | 700 | 800 | 900 |
| Assistants | 400 | 450 | 500 | 550 | 600 | -- |
| <u>Junior High School*</u> | | | | | | |
| Football - Head 9th | 800 | 850 | 900 | 950 | 1000 | 1050 |
| Head 8th | 600 | 650 | 700 | 750 | 800 | -- |
| Assistants | 550 | 600 | 650 | 700 | 750 | -- |
| Basketball - Head | 650 | 700 | 750 | 800 | 850 | 900 |
| Assistant | 400 | 450 | 500 | 550 | 600 | -- |
| Baseball, Soccer, Track, Wrestling - | | | | | | |
| Head | 550 | 600 | 650 | 700 | 750 | 800 |
| Assistant | 400 | 450 | 500 | 550 | 600 | -- |
| Cheerleaders | 300 | 330 | 360 | 390 | 420 | -- |

*Person in charge of athletic equipment - \$50. extra.

When Assistant Coaches are made Head Coach the salary will be negotiated.

COACHES SALARY GUIDE

1975-76

| Years Experience | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|------|------|------|------|------|------|------|
| <u>Senior High School</u> | | | | | | | |
| Football - Head | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 | 2550 |
| Associate | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1750 |
| Varsity Assistant | 850 | 900 | 950 | 1000 | 1050 | 1100 | 1150 |
| J.V. Assistant | 800 | 850 | 900 | 950 | 1000 | 1050 | 1100 |
| Basketball - Head | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1650 |
| Assistant | 500 | 600 | 700 | 800 | 900 | 1000 | 1050 |
| Baseball, Soccer, Track, Swimming, Wrestling - Head | 900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1450 |
| 1st Assistant | 500 | 600 | 700 | 800 | 900 | 950 | -- |
| 2nd Assistant | 400 | 450 | 500 | 600 | 700 | 750 | -- |
| Cross Country - Head | 600 | 700 | 800 | 900 | 1000 | 1100 | 1150 |
| Assistant | 400 | 450 | 500 | 600 | 700 | 750 | -- |
| Indoor Track, Tennis | 600 | 700 | 800 | 900 | 1000 | 1100 | 1150 |
| Golf | 400 | 500 | 600 | 700 | 800 | 900 | 950 |
| Trainer | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 | 2550 |
| <u>Senior High Girls' Sports</u> | | | | | | | |
| Field Hockey, Basketball, Gymnastics, Tennis, Softball & Cheerleaders - Head | 450 | 500 | 600 | 700 | 800 | 900 | 950 |
| Assistants | 400 | 450 | 500 | 550 | 600 | 650 | -- |
| <u>Junior High School*</u> | | | | | | | |
| Football - Head 9th | 800 | 850 | 900 | 950 | 1000 | 1050 | 1100 |
| Head 8th | 600 | 650 | 700 | 750 | 800 | 850 | -- |
| Assistants | 550 | 600 | 650 | 700 | 750 | 800 | -- |
| Basketball - Head | 650 | 700 | 750 | 800 | 850 | 900 | 950 |
| Assistant | 400 | 450 | 500 | 550 | 600 | 650 | -- |
| Baseball, Soccer, Track, Wrestling - Head | 550 | 600 | 650 | 700 | 750 | 800 | 850 |
| Assistant | 400 | 450 | 500 | 550 | 600 | 650 | -- |
| Cheerleaders | 300 | 330 | 360 | 390 | 420 | 510 | -- |

*Person in charge of athletic equipment - \$50. extra.

When Assistant Coaches are made Head Coach the salary will be negotiated.

SCHEDULE D

SPECIAL GRANTS

SCHOOL YEAR 1973-74

The program for special grants is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While the grants are not awarded as a reward for past accomplishments, it is understood that satisfactory service is a prerequisite.

A teacher with three or more years of continuous service in the Westfield Public Schools may apply each year to the Superintendent of Schools for a grant not to exceed \$225 to meet reasonable travel or other expenses incurred outside school hours in connection with courses of study directly related to his or her work in the Westfield Schools. These grants shall be awarded according to the following principles.

1. The teacher must submit through the Principal to the Superintendent of Schools a detailed outline of the purpose for which the grant is to be expended. This purpose must be directly connected with the work of the teacher. If the proposed program is approved by the Principal and Superintendent, it is then brought to the attention of the Board of Education for approval.
2. Applications must be submitted not later than November 15, of the year preceding the one in which the grant is to be expended.
3. The teacher shall submit an official transcript to his Principal for each course completely or partially funded under these provisions.
4. These grants may be accumulated to a maximum of \$675; at such time no further accumulation is possible until at least \$100 of the grant shall have been expended for an approved purpose.
5. It is required that those awarded such grants not expend them unless they plan to spend the subsequent year teaching in Westfield.

6. No awards will be made to a teacher who has resigned, is planning to retire, or who will be on a leave of absence for any reason other than sabbatical.
7. Requests for payment of cumulative grants shall be submitted on the official form.
8. Approval for payment of a special grant will not be given for a course taken prior to application for the grant.

The obvious purpose for these grants is to increase the professional competence of the teacher in the Westfield educational system and this is reflected in the principles governing the awarding of these grants.

SCHEDULE E

SABBATICAL LEAVE REGULATIONS

SCHOOL YEAR 1973-74

Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

The policy of granting sabbatical or professional leaves of absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, 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.

The best criterion for judging a particular leave of absence procedure is whether, in the long run, it will contribute to the improvement of teaching service.

REGULATIONS REGARDING SABBATICAL LEAVE

Eligibility

1. Any teacher who has completed seven (7) or more years of continuous satisfactory service in the Westfield Public Schools may, upon recommendation of the Superintendent, provided such applicant shall not have reached his or her fifty-ninth (59th) birth date, be granted leave of absence for one (1) or two (2) semesters for study or travel on a full-time basis, either of which shall be directly connected with his or her work in the Westfield Public Schools. The effective date of Second Semester Sabbatical Leaves will be February 1, whether or not this coincides with the actual second semester changeover. Subsequent leaves will not be authorized unless and until one shall have reestablished eligibility by serving another period of seven (7) continuous years of successful service.

Number of leaves authorized

2. No more than 2.25 percent of all the teachers of the system shall be granted sabbatical leave for the same semester.

Application for leave

3. Application for sabbatical leave shall be made on or before November 15, of any year. If approved, such leave shall officially begin at the beginning of either the first or second semesters of the year immediately following.
4. Application shall be made upon a regular blank form prescribed by the

Superintendent, and shall include a program or itinerary to be followed by the teacher during the period of the leave.

5. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of the application among the different schools and departments. A limit for any one faculty is established as follows: 5% for each secondary school per year; 10% for each elementary school per year; 10% for special services and special teachers per year; and 10% for nurses per year.
6. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his or her application.

Physical Examination

7. If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he or she will be physically able to return to service and teach for the minimum period required by these regulations.

Subsequent Service

8. As a condition to being granted leave, the teacher shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the Westfield Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.
9. If a teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board of Education of the Town of Westfield, in the County of Union, 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 subsequent years of service bears to the full two years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

Status of Tenure and Pension

10. The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

Illness or Accident

11. Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by serious accident or illness during such leave (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher 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.

Forfeiture of Leave

12. If a Superintendent is convinced that a teacher 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 and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard.

Sabbatical to Maternity Leave

13. If a teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

Return to Active Duty

14. A teacher who has been on sabbatical leave for the first semester of any school year shall notify the Superintendent on or before December 1, of that year of his or her intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the teacher shall notify the Superintendent on or before April 1, of that year of his or her intention to return to duty the following school year.
15. Failure of an employee on leave to give such notification may be interpreted as indicating such employee does not wish to retain a connection with the Westfield Schools.

Reinstatement

16. At the expiration of sabbatical leave, the certificated employee, who has complied with Section 15, shall be reinstated in the position held by such employee at the time such leave was granted, unless he or she shall agree otherwise. This presupposes, however, that conditions have not arisen which would have changed such employee's location and type of work had he or she remained in active service. This is further conditioned by the presentation of a written report to the Superintendent of Schools in which are stated the

activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom. If the leave is taken during a first semester, the report is due by March 30 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 30.

Salary

17. The salary granted to a teacher on sabbatical leave for a full year shall be one-half of the salary to which he or she would be entitled if not on leave, less the regular deductions for Government Income Tax and for Teachers' Pension Fund as computed for all present entrants employed in the state.
18. Teachers receiving a sabbatical leave for one semester shall receive full pay, minus the regular deductions listed above.
19. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Westfield School System.

