

X 1982 - 1984

AGREEMENT

between the

BOARD OF EDUCATION  
OF NORTH PLAINFIELD

Board of Education

and the

NORTH PLAINFIELD  
EDUCATION ASSOCIATION

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## ARTICLE I

### RECOGNITION

- I. Pursuant to the provisions of Chapter 123, Laws of 1974, the North Plainfield Board of Education, an Equal Opportunity Employer, 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, the Assistant to the Superintendent and all administrative personnel.
- 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, including part-time/hourly employees.

## ARTICLE II

### NEGOTIATIONS

The parties agree to enter into negotiations concerning a successor agreement in accordance with Chapter 123, Laws of 1974. Such negotiations shall begin not later than October 1 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 a personal loss, injury, or inconvenience because of a violation, a misinterpretation, or an inequitable application of:
    - A. Board policy that affects terms and conditions of employment.
    - B. This Agreement.
- 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.

## Article III - Grievance Procedure (continued)

### 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. 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.
- B. 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.
- C. 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.
- D. 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 prior to committing the grievance to writing.

Article III - Grievance Procedure (continued)

E. To be considered under this procedure, a grievance must be initiated by the teacher in writing to the principal (or to the appropriate level if the issue is one that cannot be resolved by the principal) within thirty (30) calendar days of the occurrence of the particular incident 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) calendar days of receipt of the written grievance, the principal shall communicate in writing his decision and justifications to the teacher.

F. Step 2. - Within seven (7) calendar 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 1. above.
2. His dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter within a period not to exceed fourteen (14) calendar days. The Superintendent shall also communicate in writing his decision and justifications to the teacher and to the principal.

G. Step 3. - If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education no later than seven (7) calendar 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 the 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:

Article III - Grievance Procedure (continued)

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 nontenure 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.
- H. Step 4. - 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 fourteen (14) calendar 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 fourteen (14) calendar 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.

### Article III - Grievance Procedure (continued)

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 on Board policy that affects terms and conditions of employment, ARTICLE XIII, and ARTICLE XIV, and binding on issues regarding this Agreement. 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

- I. Prior to February 15 the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar.
- II. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- III. The Board and the Association agree to continue the present policy for drawing up the school calendar.
- IV. Upon notice from the Superintendent of Schools, the North Plainfield Education Association shall prepare and submit a proposal for a school calendar. The proposal will be jointly reviewed by the Superintendent and the President of the Association. Upon completion of this review, the Superintendent will recommend a calendar to the Board of Education, which will render the final decision.

## ARTICLE V

### TEACHER EMPLOYMENT

- I. All teachers who begin teaching not later than October 1 shall be notified no later than April 30 of their contract and salary status for the ensuing year. Teachers shall sign their contracts or letter of intent by May 10, unless at the request of the teacher an extension has been granted by the Superintendent.
- II. For the 1982-1983 school year the secondary school work day shall be shortened by eight (8) minutes per day. For the 1983-1984 school year the secondary lunch break shall be at least thirty (30) minutes. All other work days to remain the same for elementary schools as is current practice.
- III. Nurses, librarians, and guidance counselors shall work the same work day as classroom teachers.

## ARTICLE VI

### TEACHER ASSIGNMENT AND EVALUATION

- I. All teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than June 1. In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after June 1, the affected teacher shall be notified in writing of the new assignment.
- II. Staff Evaluation
  - A. The teaching staff member being evaluated should be a partner in the evaluation process. Therefore, all monitoring and observation of teaching staff performance shall be conducted openly and with full knowledge of the staff member.
    1. A nontenured member shall be evaluated in writing a minimum of three times during the period from April 1 to the following February 15. Two of the three written evaluations each must be supported by a minimum of two observations as per statute.
    2. In the case of nontenured staff members who are rehired for the succeeding contract year, a minimum of one evaluation must be performed during the period from September 1 to the following February 15.



Article VI - Teacher Assignment and Evaluation (continued)

3. A tenured staff member shall be evaluated in writing a minimum of one time during the period from April 1 to the following February 15. Each evaluation must be supported by a minimum of two observations. A summary evaluation report of performance for each school year shall be submitted to the Superintendent's office by no later than June 30.
- B. Evaluation reports shall be authored by professionals whose respective certificates authorize supervision of instruction and shall, in each case, be confined within the scope of the evaluator's job description.
  - C. Before any evaluation report is finalized, submitted to the Central Administration, or placed in the personnel file, such report shall be discussed at a post-evaluation conference of the teaching staff member and the evaluator. At least one day prior to this meeting, the teaching staff member shall be given a copy of the written evaluation of his/her performance. Review of the annual written performance report and the signing of said report will be completed within fifteen (15) working days of the review. The teaching staff member shall have the right to submit a written response to any material within the report within fifteen (15) days of the post-evaluative conference. This response will be reviewed by the evaluator and will be attached to copies of the report in all file locations.
  - D. Every evaluation shall be signed by both the evaluator and the teaching staff member evaluated. The teaching staff member's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation.
  - E. Evaluative reports will be presented to the teaching staff member in the following manner:
    1. Such reports will be issued in the name of the building principal or the immediate administrative supervisor.
    2. Such reports will be addressed to the teaching staff member with carbon copies being forwarded to the Superintendent of Schools and kept by the building principal or supervisor.
    3. Such reports will include:
      - a. Areas of professional strength of the teaching staff member.

Article VI - Teacher Assignment and Evaluation (continued)

- b. Areas of need of professional improvement.
- c. Specific suggestions as to measures which the teaching staff member might take to improve his/her performance in each of the areas wherein need of professional improvement has been indicated.
- d. Indicators of pupil progress.

ARTICLE VII

NONTEACHING 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:

- A. Teachers, as a matter of general practice, shall not be required to perform the following duties unless the best interests and safety of their students are in jeopardy:
  - 1. Collect money from students.
  - 2. Deliver books to classrooms.
  - 3. Use teacher's lunchtime for student supervision.
- B. Elementary teachers shall be released from classroom duties when physical education, art, librarian, and music teachers are instructing in their classes. It is understood that whenever conferences with parents and Department of Pupil Services are required when classes are in session, they shall be conducted during these times.
- C. Any teacher who covers classes or a portion thereof for another staff member who is absent shall henceforth be paid at the per period rate equal to 1/5 of the per diem substitute's daily rate after the third event.
- D. There shall be no more than two (2) faculty or staff meetings per month, of not more than fifty (50) minutes each. Teachers are to be advised at the beginning of the school year as to the particular days on which such meetings will, if scheduled, occur. In the event of a true emergency, an additional meeting or meetings may be scheduled by the administration.

## ARTICLE VIII

### SICK LEAVE

- I. "Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household." (Section 18A: 30-1)
- II. All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, or who are protected by tenure in their office or position of employment shall be allowed sick leave days as follows:  

10 month employees @ 11 days
- III. Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.
- IV. A physician's certificate attesting to the illness or physical disability of a teacher may be required in cases where absence for reasons of sickness exceeds three (3) days.
- V. Notification of accumulated sick leave as of the first day of any school year shall be given by September 30th of that year.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

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

- I. An employee may be absent without loss of pay when:
  - 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 family dies. In the case of the death of an immediate family member, i.e., spouse, parent, child, brother, sister or parent-in-law, five (5) bereavement days shall be granted. In the case of the death of any other member, a reasonable amount of time shall be granted. Should there be any question regarding the meaning of "reasonable" the staff member should consult the Superintendent of Schools before or during the first morning of absence.

Article IX - Temporary Leaves of Absence (continued)

- 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. 1. 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.
2. A staff member may be granted two (2) days of leave to attend to private matters which cannot be handled outside school hours. Application to the administration through the building principal shall be made at least twenty-four (24) hours before taking such leave, except in emergencies. In such cases, reasons beyond the signing of the required form shall not be required of the staff member. These days may not be taken immediately before nor immediately following a holiday nor during the first or last week of school. Maximum number of teachers to utilize private days shall be ten percent (10%) of unit on any given day. The spirit and the intention of this section is to provide only for an unusually private concern of an individual and, therefore, is not to be interpreted in any manner other than that which has been expressed. If it is established that a staff member takes such leave for other than the above purposes the Superintendent may exercise judgment as to the validity of the request and it may result in the forfeiture of pay for the absence.
3. NPEA will inform membership that this day is not intended to be used for recreation, relaxation, or shopping.
- II. An employee absent for reasons other than those specified above shall receive no pay for the time lost.
- III. An employee wishing to apply 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.
- IV. Nothing herein shall be construed to be in conflict with the Workmen's Compensation Laws of the State of New Jersey.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

- I. Two (2) tenured 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 without pay.
- II. A tenured employee may be granted a leave of absence for a period not in excess of two (2) years:
  - A. To join the Peace Corps, VISTA, National Teachers' Corps, or similar program as a full-time participant.
  - B. To serve as an exchange or overseas teacher as a full-time participant.

Such leave shall be with accumulation of credit on the salary guide but without pay.

- III. A tenured teacher may be granted a child-rearing leave. The leave shall commence on the first day of the month designated by the teacher provided no less than thirty (30) calendar days written notice is provided the Board and the leave shall be for the balance of the school year in which it commences, and at the option of the teacher, be for half or all of the following year. Teachers returning from a child-rearing leave must return at the beginning of the school year or at the mid-year break, within two (2) years of the commencement of the leave. If the teacher elects to continue the leave into that period beyond the year in which the leave commenced, he/she must notify the district accordingly, in writing, before the last day of the term in which the leave began. Such leave shall be without accumulation of credit on the salary guide and without pay.
- IV. A tenured 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.
- V. A tenured employee may be granted a leave of absence for advanced study at the discretion of the Board of Education.
- VI. All applications for leaves, extensions or renewals thereof must be made and granted in writing.
- VII. A tenured employee upon the resumption of employment shall have restored all benefits to which he was entitled prior to his leave of absence.

Article X - Extended Leaves of Absence (continued)

VIII. Requests for extended leaves shall be in writing and specify one (1) or two (2) years duration. The Board shall be notified in writing by April 15 but no later than June 1 before the expiration of such leave that a teacher intends to return to work at the beginning of the subsequent school year.

ARTICLE XI

SABBATICAL LEAVE

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 be benefited thereby.

I. Sabbatical Leave Regulations

A. Eligibility

A certificated full-time employee completing seven (7) or more years of continuous satisfactory service in North Plainfield 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.

The employee shall not be granted subsequent sabbatical leave until that person has reestablished 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 1 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.

Article XI - Sabbatical Leave (continued)

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

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 less 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 is:

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 or 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

## Article XI - Sabbatical Leave (continued)

the rights and benefits provided for under the terms of sabbatical leave, provided that 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 1 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 employee shall notify the Superintendent on or before April 1 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 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.



## Article XI - Sabbatical Leave (continued)

### 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 deduction 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.

### M. Reimbursement

Neither tuition nor costs of any professional growth activity undertaken during sabbatical leave will be reimbursed.

## ARTICLE XII

### 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 it shall 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.

Article XII - Staff-Administration Liaison (continued)

- 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 20. The Board-Staff Committee shall review and discuss current school practices and problems. The Committee shall also attend to the proper administration of this Agreement.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

- I. 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 Superintendent of Schools and the Board of Education on such matters as educational philosophy and goals of the district, educational specifications for building, teacher recruitment, curriculum improvement, teaching techniques, in-service training, pupil testing and evaluation, extracurricular programs and any other related educational matter.
- II. The Council 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, at all times, represent the best professional interests and objectives identifiable by the membership of said Council. It shall be authorized to establish, when necessary, special study committees for specific projects.
- IV. The Council shall encourage the institution 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 seeking professional consultation from within the professional staff of the public schools of North Plainfield or from recommending that outside consultation be obtained. However, any costs relating to the function of the Instructional Council shall be approved by the Board of Education.

Article XIII - Instructional Council (continued)

- 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 Board of Education and the Association shall study and consider all written recommendations submitted by the Council for action, and the Board shall reply in writing within twenty (20) school days, its decision on such recommendations.
- IX. Reports of the Council or any study committee of the Council may include minority as well as majority views.

ARTICLE XIV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- I. When, in the judgment of a teacher, a student requires the attention of the principal, counselor, psychologist, 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. The principal shall advise the parent or guardian of his recommendations and actions.
- II. When, in the judgment 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 XV

PROTECTION OF STUDENTS, TEACHERS AND PROPERTY

As per school law Title 18A.

## ARTICLE XVI

### EDUCATIONAL IMPROVEMENT

The Board 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. The Board agrees to pay seventy-five (75%) percent of the cost per credit hour of the New Jersey State colleges and university of graduate courses approved by the Superintendent up to eighteen (18) semester hours per year. Reimbursement shall be on courses directly related to the teacher's subject area assignment.

## ARTICLE XVII

### INSURANCE PROTECTION

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 one hundred (100%) percent of family premium. (New Jersey State Health Benefits Plan 1420.)

- A. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing on July 1 and ending on June 30 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. Outpatient benefits.
  - 3. Laboratory fees, diagnostic expenses, and therapy.
  - 4. Maternity costs.
  - 5. Surgical costs.
  - 6. Major-medical coverage.
- C. The Board shall provide a \$1.00 co-pay prescription plan, including contraceptives, effective July 1, 1980, for each employee, and to be expanded effective July 1, 1981, to include family coverage.
- D. The Board shall provide a full dental plan for each employee for the 1983-1984 school year.

## ARTICLE XVIII

### SALARIES

- I. The salaries of all teachers covered by this Agreement are set forth in the approved salary guide attached hereto, except that 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 ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
  - B. Pay days shall be on the fifteenth (15) day and on the last school day of the month.
  - C. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the working day immediately preceding the holiday, vacation, or weekend.
  - D. A teacher shall receive his final pay check on the last working day in June after he has completed all his assigned duties.
  - E. If at least twenty-five (25) employees 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 (15) 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.
  - F. All extra duty payments shall be made within thirty (30) days from date of duty, and payment shall contain identification of the duty performed.
- III. Schedule 1 of the Salary Policy

The following salary schedule pertains to teachers employed for ten (10) months in each fiscal year.

SALARY GUIDE 1982-1983

Years of Accredited Experience on August 31, 1982	Bachelor's Degree	Master's Degree	Master's Degree Six-Year Level	Doctor's Degree
0	\$13,275	\$14,195	\$15,170	\$15,530
1	13,775	14,695	15,675	16,140
2	14,275	15,195	16,175	16,750
3	14,775	15,695	16,680	17,365
4	15,275	16,195	17,180	17,975
5	15,775	16,695	17,680	18,590
6	16,275	17,195	18,180	19,200
7	16,870	17,755	18,790	19,865
8	17,465	18,420	19,515	20,645
9	18,060	19,090	20,240	21,425
10	18,655	19,755	20,960	22,205
11	19,250	20,425	21,685	22,985
*12	19,865	21,120	22,435	23,790
13	20,475	21,815	23,190	24,595
14	21,115	22,540	23,965	25,430
15	21,755	23,260	24,745	26,265
16	22,425	24,095	25,635	27,210
	23,090	24,930	26,525	28,160
	24,065	25,955	27,650	29,370
	25,040	26,980	28,775	30,585
	26,010	28,005	29,895	31,800

\*No teacher may be employed at an initial salary higher than this step.

SALARY GUIDE 1983-1984

Years of Accredited Experience on August 31, 1983	Bachelor's Degree	Master's Degree	Master's Degree Six-Year Level	Doctor's Degree
0	\$14,395	\$15,380	\$16,420	\$16,690
1	14,930	15,915	16,955	17,340
2	15,465	16,450	17,495	17,995
3	16,000	16,985	18,030	18,645
4	16,535	17,520	18,570	19,305
5	17,070	18,055	19,105	19,955
6	17,605	18,590	19,640	20,615
7	18,140	19,125	20,175	21,270
8	18,775	19,720	20,830	21,980
9	19,410	20,435	21,605	22,815
10	20,050	21,150	22,380	23,650
11	20,685	21,860	23,150	24,485
*12	21,320	22,580	23,925	25,320
13	21,980	23,320	24,730	26,180
14	22,630	24,065	25,535	27,040
15	23,315	24,840	26,365	27,935
16	24,000	25,610	27,200	28,830
	24,720	26,505	28,155	29,840
	25,430	27,400	29,105	30,855
	26,475	28,495	30,310	32,150
	27,515	29,595	31,515	33,450
	28,555	30,690	32,710	34,750

\*No teacher may be employed at an initial salary higher than this step.

#### IV. Schedule 2 of the Salary Policy

- A. The salary schedule for each of the following ten (10) month positions shall be obtained by multiplying the appropriate salary in Schedule 1 by the ratio shown opposite the respective titles listed below:

	<u>Ratio</u> *
School Psychologist	1.1600
School Social Worker	1.0600

#### V. 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.
- C. A new employee shall be granted no 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.

\*Applies only to staff employed in this position prior to July 1, 1981.

### ARTICLE XIX

#### LONGEVITY PAY

At the discretion of the Superintendent and the Board, the sum of \$400 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 XX

#### 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 XXI

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. Athletic Coaches Pay Scale

	2	3	
	<u>1982-1983</u>	<u>1982-1983</u>	<u>1983-1984</u>
<u>Football</u>			
Head Coach	2,478	2,628	2,865
Assistant Coach	1,434	1,507	1,643
Equipment Manager	1,248	1,323	1,442
Trainer - Fall Sports	1,398	1,474	1,607
- Winter Sports	1,398	1,474	1,607
 <u>Soccer</u>			
Head Coach	1,398	1,632	1,779
Assistant Coach	990	1,065	1,161
 <u>Field Hockey</u>			
Head Coach	1,398	1,632	1,779
Assistant Coach	990	1,065	1,161
 <u>Cross Country</u>			
Head Coach	1,025	1,100	1,199
 <u>Basketball (Boys and Girls)</u>			
Head Coach	1,917	2,068	2,254
Assistant Coach	1,291	1,358	1,480
 <u>Winter Track</u>			
Head Coach	915	990	1,079
 <u>Wrestling</u>			
Head Coach	1,917	2,068	2,254
Assistant Coach	1,291	1,358	1,480
 <u>Baseball</u>			
Head Coach	1,549	1,699	1,852
Assistant Coach	1,100	1,173	1,279
 <u>Softball (Girls)</u>			
Head Coach	1,549	1,699	1,852
Assistant Coach	1,100	1,173	1,279
 <u>Track</u>			
Head Coach	1,549	1,699	1,852
Assistant Coach	1,100	1,173	1,279

Article XXI - Supplemental Salaries (continued)

	2	3	
	<u>1982-1983</u>	<u>1982-1983</u>	<u>1983-1984</u>
<u>Tennis (Boys and Girls)</u>			
Head Coach	1,549	1,699	1,852
Assistant Coach	1,100	1,173	1,279
<u>Golf</u>			
Head Coach	764	892	972

II. Intramural Pay Scale

A. 2-Hour Rate

<u>Days</u>	<u>Activity</u>	<u>1982-1983</u>	<u>1983-1984</u>
25	M.S. Wrestling	362.00	395.00
35	Archery	505.00	550.00
30	Fall Tennis	443.00	483.00
45	M.S. Football (Boys)	649.00	707.00
45	M.S. Baseball (Boys)	649.00	707.00
45	M.S. Track (Boys)	649.00	707.00
60	Modern Dance	859.00	936.00
	M.S. Gymnastics	804.00	876.00
	M.S. Soccer (Boys)	649.00	707.00

B. 1½-Hour Rate

23	Bowling	252.00	275.00
27	H.S. Floor Hockey (Boys)	287.00	313.00
27	M.S. Volleyball (Girls)	287.00	313.00
23	H.S. Softball (Girls)	252.00	275.00
27	H.S. Badminton (Girls)	287.00	313.00
23	Spring Tennis	252.00	275.00
27	M.S. Girls' Spring Sports	287.00	313.00
30	H.S. Volleyball (Girls)	322.00	351.00
33	H.S. Hockey (Girls)	362.00	395.00
40	M.S. Basketball (Boys)	443.00	483.00
33	M.S. Hockey & Soccer (Girls)	376.00	410.00
30	H.S. Basketball (Girls)	322.00	351.00
50	H.S. Basketball (Boys)	553.00	603.00
23	Weight Training (Fall)	252.00	275.00
40	Weight Training (Spring)	437.00	476.00
23	Coed Recreation	252.00	275.00
27	Swimming	287.00	313.00

C. 1¼-Hour Rate

160	Elementary (3 seasons)	1,564.00	1,705.00
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Article XXI - Supplemental Salaries (continued)

- D. If there are any deviations in hours required for an activity, the salary for that activity shall be prorated according to the number of hours actually worked.
- E. Any teacher required to supervise an afternoon dance, bazaar, basketball game, wrestling meet, baseball game, or a soccer game shall be paid at the rate per event of \$11.28 for 1982-1983 and \$12.30 for 1983-1984. All evening and Saturday events shall be paid at the rate per hour of \$7.23 for 1982-1983 and \$7.88 for 1983-1984.

III. Extra-Curricular Activity Pay Scale

<u>Activity</u>	<u>1982-1983</u>	<u>1983-1984</u>
Cheerleading	934	1,018
Dramatics/Speech	1,090	1,188
Tunlaw Sr.	711	775
Yearbook	711	775
Debate Club	711	775
Band Front	1,042	1,136
Tunlaw Jr.	348	379
Future Teachers	239	261
Stage Supervisors	443	483
Stage Band Advisor	859	936
Vocal Music Director	1,090	1,188
<u>Additional Activities</u>		
Marching Band Director	1,090	1,188
Art Club, Middle School	179	195
Business Club	120	131
Chess Club	120	131
Class Advisors		
Freshman	239	261
Sophomore	239	261
Junior	239	261
Senior	477	520
Foreign Language Club	120	131
Gymnastics Club	179	195
Jeopardy Team	120	131
Key Club	299	326
Model Congress	120	131
National Honor Society	120	131
N.J. Mathematics League	120	131
Student Council, High School	299	326
Student Council, Middle School	120	131
Canuckling	436	475
Home Economics Club	239	261
Pep Club	164	179
Deca (Distributive Education Clubs of America)	109	119
Ski Club	218	238

Article XXI - Supplemental Salaries (continued)

IV. Other Supplemental Salaries

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

	<u>1982-1983</u>	<u>1983-1984</u>
Learning Consultant	1,502	1,637
Head Teacher, Industrial Arts	410	447
Head Teacher, Home Economics	410	447
Teacher In Charge	500	545

- V. Where feasible, teachers shall be notified no later than April 30 of their supplemental contract status for the ensuing year. Teachers shall sign their supplemental contracts or letter of intent by May 10th, unless, at the request of the teacher, an extension has been granted by the Superintendent.

ARTICLE XXII

PART-TIME/HOURLY EMPLOYEES WAGES AND BENEFITS

- A. Part-time hourly employees, currently identified as compensatory, supplemental and title teachers shall receive \$11.50 per hour for 1982-1983 school year and \$13.90 per hour for the 1983-1984 school year as well as
1. Pro rata tuition reimbursement
  2. Pro rata insurance if entitled under master policies and employed twenty (20) hours or more per week regularly
  3. Pro rata sick leave in accordance with current New Jersey State Board of Education mandates.

ARTICLE XXIII

TERMINAL LEAVE

Any teacher having been in the employ of the school district for twenty (20) or more years, who submits to the Superintendent a written statement of intention to retire, shall be eligible for a special retirement allowance, provided notice of such intention to retire is given to the Superintendent at least two (2) months before the final budget submission date for the budget involving the year of retirement.

That retirement allowance shall be computed at the rate of one day's pay for each six (6) days of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement. That daily compensation to the teachers who retire under the aforesaid provisions shall be at the daily rate of pay which they earn in their last year in the District.

## ARTICLE XXIV

### AGENCY FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each full-time employee (working at least twenty (20) hours per week) who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, loss or damages incurred as a result of this clause.
- C. Effective July 1, 1982, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.
- D. The representation fee shall be in the amount equal to 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made to this provision by a successor Agreement between the Association and the Board.
- E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) (c) and (3) (L.1979, c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

- I. This Agreement shall be honored by the Board of Education and by the Association for the duration of this 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, such provision or application shall not be deemed valid and subsisting except to the extent permitted by 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, this Agreement 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. The Board and Association agree to pro rate expenses of printing copies of the Agreement.
- 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  
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.
- VII. The Association agrees to respond in writing to correspondence from the Board of Education within twenty (20) school days.

ARTICLE XXVI

DURATION OF THE AGREEMENT

This Agreement shall become effective July 1, 1982, and continue in effect until June 30, 1984.

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 EDUCATION  
ASSOCIATION:

NORTH PLAINFIELD BOARD OF  
EDUCATION:

by Constance B. Fenner  
President

by Frank G. Eckert  
President

by Mildred E. Coyne  
Secretary

by Ronald P. Rossi  
Secretary