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CONTRACT AGREEMENT

BETWEEN

**SPOTSWOOD
EDUCATION ASSOCIATION**

AND

**SPOTSWOOD
BOARD OF EDUCATION**

September 1, 1973 to August 31, 1974

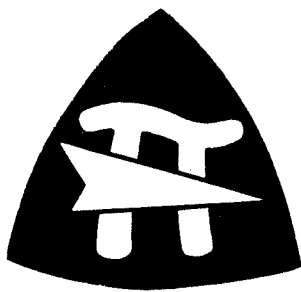




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ARTICLE I
PREAMBLE

A. This Agreement is entered into this 22nd day of November, 1973, by and between the Board of Education of the Borough of Spotswood, New Jersey, hereinafter called the "Board," and the Spotswood Education Association, hereinafter called the "Association," in consideration of the following mutual covenants, it is hereby agreed as follows:

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

ARTICLE II RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel, whether under contract, or leave, employment or to be employed, by the Board, including:

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

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

ARTICLE III NEGOTIATIONS

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

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

C. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

ARTICLE IV TEACHER'S GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definitions.

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

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

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

c. Any bylaw of the Board of Education;

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

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

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

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

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

C. Representation.

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

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

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

4. All faculty representatives will be active members of the Association.

D. Procedure.

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

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

3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

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

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

6. Steps

a. LEVEL ONE

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

(2) If the aggrieved person is not satisfied with the results of the informal discussion, he shall set forth his grievance in writing to the principal specifying the nature of his grievance. The principal or immediate superior shall communicate his decision to the employee in writing within three (3) school days of his receipt of the written grievance.

b. LEVEL TWO

(1) The teacher or the Chairman of the PR&R Committee, with the consent of the grievant, shall refer the grievance to the Superintendent of Schools within (10) school days after the disposition at Level 1. The Superintendent shall render his written decision within ten (10) school days after receipt of said grievance. If a satisfactory settlement is not reached, the matter may then be referred to Level 3.

c. LEVEL THREE

(1) The teacher or the Chairman or the Chairman of the PR&R Committee, with the consent of the grievant, shall refer it to the Board within ten (10) working days. The Board shall render its written decision within thirty (30) calendar days from the receipt of said grievance.

d. LEVEL FOUR

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

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

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

E. Miscellaneous

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

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

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

4. A grievance affecting a group of teachers may be submitted in writing at the lowest appropriate level. Such a grievance, defined by A, may be processed in accordance with D. Said grievance must be signed by all grievants.

ARTICLE V

SABBATICAL LEAVES

A sabbatical leave may be granted to a teacher by the Board for study (provided such study is in an accredited institution of higher learning) or for travel, or for other reasons of value to the school system, subject to the following conditions:

1. That denial of a sabbatical leave by the Board shall not be subject to the Grievance Procedure.
2. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two teachers at any one time.
3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is required.
4. The teacher must have completed at least seven (7) full years of service in the Spotswood School District.
5. A teacher on sabbatical leave (either for one-half (1/2) of the school year or for a full school year shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty, if said leave is for study, and at twenty-five (25%) percent if for travel or other reason.
6. Upon return from a sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
7. Upon return from a sabbatical leave, a teacher will guarantee to stay in the school system for a minimum of two years. If the teacher should decide not to stay for the two year period, such teacher must reimburse the Board for the gross salary received during his sabbatical. This repayment may be waived at the discretion of the Board. Method of repayment would be decided upon by mutual agreement between the teacher and Board.

ARTICLE VI

SICK LEAVE

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

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

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

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

ARTICLE VII

TEMPORARY LEAVES of ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence each school year:

1. Three (3) days leave of absence with full pay for personal legal, business, household or family matters which require absence during school hours. Written notification to the teacher's principal or other immediate superior for personal leave shall be made at least twenty-four (24) hours before taking such leave and the applicant for such leave shall not be required to state the reason for such leave other than he is taking it under this Section. In the case of emergencies, the twenty-four (24) hour notice may be waived but the reason must be stated. On any particular day, up to three (3) teachers in the district will be permitted to take personal leave with no approval. If the number of teachers requesting personal leave exceeds three (3) on any particular day, the additional requests may be granted at the discretion of the Superintendent. A teacher shall be notified on the day of the request whether he shall have to wait for the decision of the Superintendent.
2. Up to two (2) days each year without pay for two (2) representatives of the Association to attend conferences and conventions of the state and national affiliated organizations, (NJEA, NEA, MCEA), or one (1) day at each of two (2) of the named organizations. This leave will not be deducted from personal days leave.
3. Time necessary, with full pay, for appearances in any legal proceeding connected with the teacher's employment or with the school system, or in any legal proceeding if the teacher is required by law to attend.
4. Up to five (5) days at any one time, with full pay, in the event of the death of a teacher's spouse, child, parent, brother or sister. Up to three (3) days at any one time, with full pay, in the event of the death of the teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and at the discretion of the Superintendent, any other member of the immediate family.
5. Time necessary up to two (2) weeks for persons called into military active duty of any unit of the United States Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government.
6. Other leaves of absence with pay, which may include serious illness of a member of the teacher's immediate family, may be granted by the Board for good reason, or in the case of emergency leave, by the Superintendent.

ARTICLE VIII

EXTENDED LEAVES of ABSENCE

- A. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

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

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

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

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

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

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

5. All provisions of Article VIII, Section E, shall be subject to Statute, decisions of the Commissioner of Education, and/or the courts, subsequent to this agreement.

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

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

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

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

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

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

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

ARTICLE IX TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective negotiations.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided under Title 18-A of the New Jersey State Statutes and Board Policies.

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

D. As is detailed in Chapter 451 of the Laws of 1968, when a teacher is required to appear before his Board of Education concerning any matter which could adversely affect the continuation of the teacher in his position or the amount of his salary, the teacher shall be given prior written notice of the reasons for the meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him.

E. Complaints against teachers must be handled according to the procedure as written in Board of Education policy.

ARTICLE X TRANSFERS and REASSIGNMENTS

A. Voluntary

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

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

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

B. Involuntary

1. No vacancy shall be filled by means of involuntary transfer or reassignment if, in the judgement of the Superintendent, there is a volunteer or equal qualification available to fill the position.

2. Notice of an involuntary transfer or reassignment shall be given to teachers as seen as practicable, and except in cases of emergency not later than June 15.

3. An involuntary transfer or reassignment shall be made only after the teacher has been notified of the reason therefor, by the Superintendent. In the event that a teacher objects to the transfer or reassignment upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

4. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order or preference, to which they desire to be transferred.

ARTICLE XI REPORTING of ASSAULTS

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

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

ARTICLE XII REIMBURSEMENT for PERSONAL PROPERTY DAMAGE

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

B. A teacher shall also be reimbursed for malicious damage done to his passenger vehicle parked on Board of Education property, while that teacher is required to be present on Board property as a function of his position as a teacher. Reimbursement shall only be made for damage not covered by the teacher's personal insurance carrier.

ARTICLE XIII

DEDUCTIONS from SALARY

A. Professional Dues and Summer Payment Plan:

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

2. Each of the Associations authorized on the form shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice thirty (30) days prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. At the beginning of each academic year, teachers may fill out a form to request a summer payment plan. This plan instructs the Board to deduct ten (10%) percent of each month's gross salary from the teacher's pay. The monies will be placed in an interest bearing account. The total amount deducted plus accrued interest, will be given to the teacher on the day that he is dismissed for the summer. Once a teacher agrees to initiate the summer payment plan, the agreement may not be altered by the Board or the teacher during the academic year.

ARTICLE XIV

SUBSTITUTES

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

B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged.

In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes, during their regular non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers, and assigned teachers may choose to credit these periods up to a total of ten (10) periods which shall entitle him to one (1) additional personal business day to be taken before the end of the current school year. Such coverage shall be arranged by the Principal of the School in question and shall be distributed as equitably as possible among the teachers in said school.

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

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

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

ARTICLE XV MISCELLANEOUS COMPENSATION

A. Extra-Curricular Compensation:

1. Teacher participation in extra-curricular activities shall be voluntary, and shall be compensated according to the rate of pay specified.
2. The following activities represent the types of activities for extra payment:

Audio-Visual Co-ordinator	(Appleby)	\$250.00
Audio-Visual Co-ordinator	(Memorial)	\$250.00
AudioVisual Co-ordinator	(Schoenly)	\$150.00
Safety Patrol Advisor	(Appleby)	\$275.00
Safety Patrol Advisor	(Memorial)	\$275.00
School Newspaper Advisor	(Memorial)	\$350.00
Student Council Advisor	(Memorial)	\$350.00
Intramurals		\$300.00
8th Grade Class Sponsor	(Memorial)	\$150.

B. Payment for Transportation:

Teachers who may be required to use their own automobiles in the performance of their duties; and teachers who are assigned to more than one (1) school shall be reimbursed for all such travel at the yearly rate of \$100.

C. Management of Audio-Visual Services

It is understood by the Board and the Association that because of the increased demands of the expanding school system, revisions in the present audio-visual services will be necessary. The extent and timing of these revisions will be determined by the School Administration. Prior to implementation of these revisions, the administration shall meet with representatives of the Association to discuss the impact of the revisions on the school system and accord the Association opportunity to supply input into the revised program.

D. Special Tuition Payment:

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

E. Tuition Reimbursement for Professional-Development

The purpose of this Section shall be to encourage teachers to enhance their instructional skills and competencies. A teacher will be reimbursed up to fifty percent (50%) of tuition fees, not exceeding a maximum of \$100.00 during any given fiscal year of the Board, providing:

1. Application for approval of courses is made in writing to the Superintendent before such course work is undertaken.
2. The courses are undertaken not to procure a minimum credential for any position.
3. The courses must relate directly to the teacher's present assignment and certification.
4. Reimbursement for approved courses will be authorized when the teacher presents a transcript indicating a minimum performance standard of C, or its equivalent.
5. The Superintendent's decision on all such applications is discretionary and non-grievable.

ARTICLE XVI **1973-1974 SALARY GUIDE**

CLASS I CLASS II CLASS III CLASS IV CLASS V

1	7,450	8,500	8,850	9,200	9,600
2	7,800	8,850	9,200	9,550	9,950
3	8,150	9,200	9,550	9,900	10,300
4	8,550	9,600	9,950	10,300	10,700
5	8,950	10,000	10,350	10,700	11,100
6	9,350	10,400	10,750	11,100	11,500
7	9,750	10,800	11,150	11,500	11,900

8	10,150	11,200	11,550	11,900	12,300
9	10,650	11,700	12,050	12,400	12,800
10	11,150	12,200	12,550	12,900	13,300
11	11,650	12,700	13,050	13,400	13,800
12	12,250	13,300	13,650	14,000	14,400
13	12,850	14,000	14,350	14,750	15,200

Class I Non-Degree
Class II Bachelor's
Class III Bachelor's plus 15*

Class IV Master's
Class V Master's plus 30**

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

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

Teachers will be paid twice monthly, on the 15th and the last day of the month. If the 15th. or the last day of the month falls on a weekend or on a holiday, the teacher will be paid on the working day preceding the weekend or holiday. In the month of June, the second check will be paid on the day the teachers are dismissed for the summer. Any change in the above procedure will be done after consultation with the Association.

ARTICLE XVII INSURANCE PROTECTION

A. As of the beginning of the 1973-74 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

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

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

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

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

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

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

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

C. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Section, no later than the beginning of the 1973-74 school year, which shall include a clear description of conditions and limits of coverage as listed above.

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

ARTICLE XVIII

ASSOCIATION RIGHTS and PRIVILEGES

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

B. The Association shall have the right to use the regular schedule of the inter-school mail service, on days when such service is operating. Furthermore, the Association may use school mail boxes without administrative permission or review, providing such usage does not interfere with regular school purposes. The Association shall not use the rights granted in this Section to circulate materials advocating any sort of job action or related activity.

ARTICLE XIX

TEACHER EVALUATION

A. Non-Tenure Teachers

1. Non-tenure teachers shall be evaluated by their immediate superiors at least three (3) times each school year; to be followed in each instance by a written evaluation report. A follow-up conference between the teacher and the immediate superior must be held for the purpose of identifying any deficiencies and extending assistance for their correction and the improvement of instruction.

B. General Criteria

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Conferences following observation will normally be held with the teacher within six school days of the observation. Such conferences are intended to review pertinent factors relating to the strengths and weaknesses of the teacher's performance in each of the areas where weaknesses have been indicated.

3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. 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. No teacher shall be required to sign a blank or incomplete evaluation form.

4. The teacher shall have the right to attach to the written evaluation, their remarks and reaction to such report.

C. Personnel Records

1. A teacher shall have the right, upon request, to review the contents of his personnel file. The Board or Superintendent shall not establish any separate personnel file which is not available for the teacher's inspection.

2. The teacher shall have the right to submit a written statement concerning material and items in his file. This statement shall be reviewed by the Superintendent or his designee and attached to the appropriate material.

ARTICLE XX

TEACHER ASSIGNMENT

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

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

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

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

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

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

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

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

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

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

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

H. Student teachers, interns and junior practicum students shall not be assigned to any teacher except in accordance with written Board policy.

I. Non-teaching duties as related to Lunchroom and Playground chaperones, shall be stipulated in written Board Policy.

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

ARTICLE XXI PROMOTIONS

A. All vacancies in the system shall be posted on each staff bulletin board in accordance with the following procedure:

1. When school is in session a notice shall be posted in each school indicating the position that is open and the final dates for filing applications. A copy of said notice may be requested by the Association at the time of posting. Teachers who desire to apply for such specific vacancies must submit their applications in writing to the Superintendent within the time limit specified on the notice. The Superintendent shall acknowledge the receipt of the application in writing.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.

B. All qualified teachers shall be given an opportunity to make application and will be given consideration in the filling of this position. The Board agrees to give consideration to the professional background and attainments of the applicants as well as other relevant factors.

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

ARTICLE XXII DURATION

A. The provisions of this Agreement shall become effective retroactively to September 1, 1973, and shall continue and remain in full force and effect until August 31, 1974.

B. The Board and the Association agree that negotiations will not be reopened on any item.

C. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 22nd day of November 1973.

SPOTSWOOD EDUCATION ASSOCIATION

By s/DONALD MACGUIGAN

ATTEST:

s/DIANE BUTVILLA _____ Secretary

NEGOTIATING COMMITTEE

s/JAMES LINEGAR _____

s/ANGELA GEISZ _____

SPOTSWOOD BOARD OF EDUCATION

By s/JOSEPH WOODS

ATTEST:

s/MILDRED SEPCSIK _____ Secretary

NEGOTIATING COMMITTEE

s/THOMAS O'CONNOR _____

s/RICHARD NIELSEN _____

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