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THIS BOOK IS
NOT CIRCULATE

AGREEMENT

Between The

BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD
IN THE COUNTY OF UNION

And

SPRINGFIELD TEACHERS ASSOCIATION

1971- 1972

PREAMBLE

WITNESSETH THAT:

WHEREAS, the Board of Education and its entire staff are dedicated to the important task of providing the best possible education for the children in its district; and

WHEREAS, satisfactory fulfillment of this responsibility requires a climate of mutual trust and dependability on the part of both the Board and its staff; and

WHEREAS, the parties hereto recognize that it is important for the Board and its staff to work together cooperatively, each within his respective sphere, as the guardian of the public trust reposed in them respectively; and

WHEREAS, the Board of Education recognizes that the Springfield Teachers Association is essential to the successful operation of a cooperatively operated system and agrees not to discriminate against any teacher because of his membership in the Association and its affiliates or because of his participation in collective negotiations with the Board of Education or his institution of any grievance, complaint or proceeding under this Agreement, or in the formulation or the enforcement of Board policies

AGREEMENT

THIS AGREEMENT made this twenty-second day of April, Nineteen Hundred and Seventy-one (1971)

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD,
IN THE COUNTY OF UNION,

hereinafter sometimes referred to as the "Board"

AND

SPRINGFIELD TEACHERS ASSOCIATION,

hereinafter sometimes referred to as the "Association"

RECOGNITION

In accordance with the provisions of the New Jersey Employer - Employee Relations Act, the Board of Education recognizes the Springfield Teachers Association for the purpose of professional negotiations as the exclusive representative for the following:

1. All certificated teaching personnel, dealing directly with children, under contract with the Board
2. All certificated personnel in the Division of Special Services
3. Guidance Counselor, Science-Math Specialist, Librarians

It is further understood that the following certificated personnel are specifically excluded from this recognition:

1. Superintendent
2. Assistant Superintendent
3. Director of Special Services
4. Principals
5. Assistant Principals

The within recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution and is adopted with the thought that the continued improvement of education in Springfield may best be obtained in a climate of mutual trust and understanding.

PROFESSIONAL DEVELOPMENT

The program for special grants is a plan designed to help maintain instructional service at the highest level of quality and efficiency. It is understood that satisfactory service is a prerequisite.

Teachers* are eligible to receive this grant when they attain tenure. Applicants may apply each year to the Superintendent of Schools for a non-cumulative grant of 100% of the tuition costs up to a maximum of 9 semester hours of credit per calendar year. The calendar year is defined in the same manner as the school budget year of July 1 through June 30. The tuition costs are those incurred outside school hours in connection with courses of study directly related to his or her work in the Springfield Schools. These grants shall be awarded according to the following principles:

1. The teacher must submit through the principal to the Superintendent of Schools a brief outline of the purpose for which the grant is to be expended. This purpose must be directly connected with the existing or proposed work of the teacher. If the proposed program is approved by the Superintendent, it is then brought to the attention of the Board of Education for approval.
2. Applications must be submitted not later than March 15 of the fiscal year preceding the one in which the grant is to be expended.**
3. After the completion of the program the recipient should submit a report to his or her principal and the Superintendent on the

benefits gained from its use.

4. It is requested that those expending such grants not do so unless they plan to spend another year teaching in Springfield.
5. Grants will not be made to a teacher who has resigned or is planning to retire.
6. Requests for payment of grants shall be submitted on the official form, accompanied by a regular voucher.
7. Tuition fees received through Federal grants, etc., may not be duplicated by utilization of this policy. This shall not preclude tuition grants during sabbatical.

*In these regulations the word "teacher" shall be considered as including all certificated personnel.

**Teachers may apply for grants the year before attaining tenure. The grant will then be available when tenure is attained.

GRIEVANCE PROCEDURES

INDIVIDUAL GRIEVANCE PROCEDURE

The Board of Education, the Superintendent of Schools and all school personnel in Springfield have as the common goal the development and maintenance of the best possible educational program. This goal can only be achieved when there exists an atmosphere of cooperation, mutual respect and good faith. It is recognized, however, that in any organization involving employer-employee relations misunderstandings and disagreements may occasionally arise. To the end of providing an orderly procedure for settling these disagreements, where informal or verbal resolution has been found impossible, the following grievance procedure is established and must be followed in the prescribed sequential steps.

1. Any teacher who has a grievance shall discuss said grievance with his principal or immediate superior in an attempt to resolve the matter informally at that level.

A grievance to be considered under this procedure must be initiated by the teacher within 30 calendar days of its occurrence or within 30 calendar days after the employee would reasonably be expected to know of its occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five school days, he may set forth his complaint in writing to his building principal or immediate superior. The principal or immediate superior shall communicate his decision to the teacher in writing within

five school days after receipt of a written complaint.

3. If the grievance is not resolved at that level the teacher, in writing, may appeal the principal's decision to the Superintendent of Schools. In no case shall the problem come to the Superintendent of Schools without prior knowledge of the principal.
4. Within one week from the receipt of the request for appeal, the Superintendent of Schools will call a hearing at which the teacher and the principal or immediate superior shall be present. The teacher may appear on his own behalf or designate not more than two other persons to appear with him or on his behalf. The identity of any persons to appear with him or on his behalf shall be disclosed in writing to the Superintendent of Schools at least two days prior to the hearing. The Superintendent of Schools shall at said hearing seek to secure all evidence pertinent to the question and will render his decision in writing no later than two weeks from the date of the hearing.
5. If the grievance is not settled after reaching the Superintendent of Schools, any teacher represented by the Springfield Teachers' Association may refer the matter to the Association for consideration.

If the Association determines that the grievance has or may have merit, it shall recommend that the grievance be heard before the Board of Education. The recommendation of the Association shall be interpreted to mean that the Association supports the teacher.

If the Association determines that the grievance is without merit,

it will so advise the employee and a copy of its findings shall be sent to the principal, Superintendent of Schools and the Board of Education.

An employee whose grievance has been determined to be without merit by the Association shall retain the right to appeal in writing to the Board of Education through the Superintendent of Schools.

6. If the grievance is not settled after reaching the Superintendent of Schools, the teacher may appeal in writing to the Superintendent of Schools that he present the grievance to the Board of Education. The Board of Education will review the proceedings and within four weeks after the date of the notice of appeal hold a hearing to review the matter. The Board of Education shall render its decision on the appeal within one month after the hearing.
7. If the aggrieved person is not satisfied with the decision of the Board of Education, or if no decision has been rendered within the time limit allowed, the grievant or the appropriate committee of the Springfield Teachers Association may request the appointment of a mutually acceptable mediator, such request to be made known to the Superintendent of Schools no later than 10 school days after the decision in writing of the Board of Education is received. If within 20 days there has been a failure to agree on a mutually acceptable mediator, the issue of determining a mediator shall be submitted to the American Arbitration Association. The selection of the mediator by the American Arbitration

Association shall be binding on both parties .

The mediator selected shall confer with the representatives of the Board of Education and the aggrieved person and/or his representatives in an attempt to resolve the issue. During this time the mediator shall be free to offer suggestions and opinions concerning ways to resolve the dispute. The procedure and time period shall be established by the mediator but shall not exceed 20 days. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expense shall be paid by the party incurring the same.

If the aggrieved person has pursued his grievance beyond the level of the Superintendent of Schools without the support of the Association, he shall solely bear equally with the Board of Education, any costs incurred pursuant to his action beyond this level.

During all steps of the grievance procedure the teacher shall continue to work under the direction of the Superintendent and administrator until such grievance is ultimately determined.

GROUP GRIEVANCE PROCEDURE

Procedure for group grievance shall be the same as procedures for individual grievance.

SABBATICAL LEAVE

The policy of sabbatical leave is a plan designed to help maintain and improve the quality and efficiency of instructional service to the children of the Springfield Public Schools. This privilege is granted to employees in order that they may extend their professional competence and thus better serve the school district.

Since the policy for sabbatical leave is solely to promote the more efficient conduct of the schools, no application for such leave shall be recommended by the Superintendent or approved by the Board of Education unless after considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

1. Any employee who has completed seven (7) or more years of continuous satisfactory service in the Springfield Public Schools may, on the recommendation of the Superintendent and the approval of the Board, be granted a leave of absence for one year for the purpose of professional improvement through study and research. Such study shall be directly connected with his or her work in the school system.

2. During the sabbatical year the employee shall continue in the status of a member of the staff of the Springfield Board of Education and shall receive in lieu of salary a sum equal to two-thirds of the salary to which the teacher would otherwise be entitled if not on leave, less such regular deductions for

Government income tax, Teachers Pension and Annuity Fund and other deductions as required by law or that are customary in the District. Said sum shall be paid in installments in accordance with the general time schedule for payment of salaries to teachers in the regular employ of the school system.

3. Preliminary application for sabbatical leave shall be made prior to December 15 of the school year previous to the year for which the leave of absence is desired. The purpose, date of this application and length of service will be factors in determining the number of grants within the budgetary limits for that year. The final application must be submitted by February 15. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. The Board of Education shall give notice of the approval or rejection of the application for sabbatical leave no later than April 1 of the year previous to the school year for which the leave is requested. The employee's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.
4. As a condition of sabbatical leave, the employee shall agree that if he does not continue in service for two years after expiration of leave of absence he shall be required to repay to the Board 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 subsequent two years of service bears to the full two years, unless such employee is incapacitated, has been discharged

without cause, or has been released by the Board from this obligation.

5. During any sabbatical leave, the employee shall agree not to engage in any employment for remuneration without approval of the Superintendent and shall devote the major portion of his or her time and effort toward the purpose of the grant.
6. No more than two (2) teachers shall be granted sabbatical leave during any given academic year.
7. An employee on sabbatical leave shall notify the Superintendent in writing on or before March 1 of that year of his or her intention to return to duty. Failure to give such notification on the part of the employee on leave will be interpreted as an indication that such employee does not wish to return to the employ of the Board. Every employee on sabbatical leave shall present a written report to the Superintendent covering the studies engaged in while on sabbatical leave and the benefits anticipated therefrom. Such report is due prior to August 1 but in no event later than two months after the completion of the sabbatical program.
8. Upon satisfactory completion of the sabbatical leave, the employee will be returned to service at a salary on the same basis as if he had rendered continued and satisfactory service in the school system during the interim.
9. If the Superintendent has reason to believe 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. The Board may eliminate the leave of absence for non-fulfillment of purpose after giving the employee involved the opportunity of a hearing.

10. If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.
11. An employee shall be eligible for another sabbatical leave after he has had seven additional school years of service in the Springfield District. This time limit may be waived at the discretion of the Board.

TEACHER-ADMINISTRATION-BOARD COMMITTEE

The major concern of any school district is to promote the educational welfare of all of its students. In accordance with this purpose the committee shall function to:

1. Discuss openly and informally any educational issue pertinent to the Springfield School System
2. Foster a spirit of professional growth and develop a concept of mutual cooperation and understanding.

Members of this committee shall be individuals who represent the Board of Education, the administration, and the teachers.

The Board shall be represented by three members appointed by the Board. The administration shall be represented by the Superintendent and a principal as selected by the Principals' group. The teachers shall be represented by a representative from each school as selected by the President of the Springfield Teachers Association. A special services representative shall be elected from within the Department of Special Services.

Responsibilities of the Superintendent

1. To convene meetings of the TAB Committee at the request of:
 - a. The Teachers' representatives
 - b. The Board representatives
 - c. The Principals' representatives
 - d. The discretion of the Superintendent; with a suggested number of three meetings per year.
2. To act as chairman at all meetings of the TAB Committee

3. To prepare an agenda for each meeting in relation to the stated purpose of the Committee
4. To facilitate the preparation of said agenda all items should be directed to the Superintendent, and in all cases no later than 10 days prior to any scheduled TAB meeting.
5. To notify each member of the TAB Committee in writing at least 5 days prior to the date of the meeting.

Responsibilities of the Committee Members

1. To gather facts to provide for a complete understanding of each item to be discussed
2. To discuss all tenable solutions to the items presented
3. To reach a consensus among all Committee members
4. To permit by mutual agreement an advisor for a particular meeting, only if the need arises. This advisor should be a member of the existing Board or an employee of the Board.
5. To report findings and recommendations to their respective groups.

ABSENTEE POLICY

All reference to days shall mean teaching or working days.

A day's salary for teachers and any employee on a ten-months basis shall be defined as 1/200 of the annual salary, and 1/300 of the annual salary in the case of persons employed on a twelve-months basis, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved.

The provisions of each section of this policy operate independently of all other sections.

I. Personal Illness

Sick leave with full pay during any school year shall be granted employees of the Board as follows:

- A. Employees with up to 3 uninterrupted years of service - 10 days
Employees with more than 3 uninterrupted years of service - 20 days
- B. Each year any unused portion of the first ten days leave shall be cumulative without limit.
- C. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
- D. Absences on sick leave in excess of that provided under A and B shall be allowed, subject to deduction of salary paid a substitute filling the position, up to one month's time for each completed

year of service by the employee on sick leave, and limited to 10 months in any current 10-year period.

- E. Absence for illness in excess of 5 consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness the Board or Superintendent may require the employee to submit a certificate of illness from the attending physician, or submit to an examination or examinations by the school physician.

II. Illness in the Family

For absence due to serious illness of any relative living in the employee's immediate household or a mother and father, full pay for not more than 5 days in each school year shall be paid the employee. Days needed for this purpose will be deducted from the accumulated sick leave allowance which is in excess of that which is stipulated as mandatory by New Jersey State law. Such absence shall be approved by the Superintendent.

III. Death

- A. Absences because of death in the employee's immediate household or immediate family, including fathers-in-law and mothers-in-law, shall be allowed with full pay for a period not exceeding 5 days in each such case. (Not deductible from sick leave.)
- B. Absences due to death in non-immediate family (grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law or son-in-law) will be allowed with full pay for the day of the funeral. (Not deductible from sick leave.)

IV. Professional Business

- A. Two days leave of absence with pay may be granted for school business, if application is made in writing and approved by the principal and Superintendent. (Not deductible from sick leave.)
- B. Application for more extended leave for school purposes shall be made in writing and shall require Board approval. (Not deductible from sick leave.)

V. Personal Business

A teacher will be granted, if needed, two personal business days per year which shall be with full pay. His principal shall be notified three days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes the reason shall be submitted. A personal business day shall not be granted for a day preceding or the day following holidays or vacations, and the first and last day of the school year, except by special approval from the Superintendent.

VI. Maternity Leave

- A. Any tenure employee of the Board of Education shall as soon as she is three months pregnant apply to the Board for a leave of absence without pay to begin as soon as a suitable substitute is found, and in any event within eight weeks unless otherwise recommended by the Superintendent. The leave of absence shall extend for one year following the birth of the child and as much longer as may be required, to terminate on the next succeeding September 1. The Board of Education will grant such leave of absence without pay. In the event that normal condition attendant upon pregnancy

and birth does not prevail, the employee may apply to the said Board for permission to return to her position prior to the termination of the period for which leave was granted. Failure to apply for leave of absence when three months pregnant shall be considered as neglect of duty.

- B. Any non-tenure employee of the Board of Education must submit her resignation to the Board of Education through the Superintendent of Schools as soon as she is three months pregnant to become effective as soon as a suitable substitute can be found and in any event within eight weeks unless otherwise recommended by the Superintendent. Failure to give notification when three months pregnant shall constitute a neglect of duty.

VII. Child Adoption

Any teacher adopting a child shall be eligible to receive leave similar to maternity leave. Any teacher planning adoption should notify the Superintendent upon submitting legal application for adoption.

VIII. Judicial Proceedings

Absences from school by reason of a subpoena by any court shall be allowed with full pay, providing the subpoena is filed with the Superintendent. If an employee is a party to a suit, absence from school shall be with pay less deductions for substitutes.

(Not deductible from sick leave.)

IX. Quarantine in Contagious Disease

When such quarantine is not because of personal illness, the

employee shall be allowed full pay, providing the certificate is filed with the Superintendent. (Not deductible from sick leave.)

When the quarantine is because of personal illness Section I shall apply.

- X. On the recommendation of the Superintendent, absence in excess of that referred to in Section I through IX may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board of Education.

TEACHING HOURS AND TEACHING LOAD

1. Teachers shall check in at least 15 minutes before school begins and remain at least 30 minutes following the dismissal of classes before checking out. It is understood that part of the teachers' professional responsibilities include assisting students in counseling, extra help, and make up, in addition to fulfilling their other professional responsibilities.

Exceptions for the time of departure are Fridays, days preceding holidays, afternoons of P. T. A. meetings, or when permission has been obtained from the principal.

2. a. Teachers in the middle school shall have at least one planning period per day.
b. In the elementary schools, when pupils are scheduled for art, music and physical education classes, the classroom teacher may use the special period for planning unless specifically requested to be present by the building principal. This provision is contingent upon the availability of special teachers.
3. Regular teachers shall not be used as substitutes, thereby depriving them of their planning periods, except by mutual agreement or in an emergency.

NON-TEACHING DUTIES

1. The Board, the Administration 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. Teacher aides will be hired to perform non-teaching duties as prescribed by the building principal.

2. The Springfield Board of Education will hire aides for lunchroom duty in the schools. These aides will be under the direct supervision of the principal of each school.
3. In the elementary schools, teachers normally will assume on a regularly scheduled basis at the rate of one per day the responsibility of being in the building in order to cover emergencies which might arise during the lunch period.
4. In the middle school, lunchroom and playground supervision may be assigned to a teacher by mutual consent of both parties providing it does not deprive a teacher of a regular planning and lunch period.
5. Before-school coverage of the playground shall be shared equally by all teachers in their respective buildings.

ASSOCIATION RIGHTS AND PRIVILEGES

1. Whenever a representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
2. Representatives of the S. T. A. shall be permitted to transact official Association business and/or conduct meetings on school property, provided, however, that the approval of the building principal is obtained in advance as to time and, further, provided that no such transactions, official business and/or meetings shall be permitted to interfere with or interrupt normal school operations or teaching responsibilities.
3. The Springfield Teachers Association shall have the privilege of using school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use. This privilege shall be subject to the prior approval of the principal of the school in which the facilities and/or equipment is to be used. The Association shall provide all materials and supplies incident to such use. No piece of equipment as referred to above is to be removed from any school building. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.
4. The Association shall have the privilege of posting appropriate notices of its meetings, social affairs or Association business. Copies of all

materials to be posted shall be furnished to the building principal in advance of posting. The Association shall have the right to distribute, through the use of the teachers' mail boxes, material dealing with the proper and legitimate business of the Association. The principal in each building shall be accorded the professional courtesy of receiving copies of such material in advance of distribution.

5. The Association shall be responsible for acquainting its members with all provisions of this agreement and shall be responsible for adherence to the provisions of this agreement by its members during the life of this agreement.

SALARY GUIDES

The teachers' guide, the nurses' guide and the supplementary compensation guide are annexed hereto as "Exhibit A," "Exhibit B," and "Exhibit C."

SPRINGFIELD PUBLIC SCHOOLS
SPRINGFIELD, NEW JERSEY

TEACHERS' SALARY GUIDE

1971 - 1972

<u>Exp. Credits</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>6 Year</u>
0	8200	9000	9600
1	8525	9325	9925
2	8850	9650	10250
3	9200	10000	10600
4	9550	10350	10950
5	9900	10700	11300
6	10250	11050	11650
7	10600	11400	12000
8	11000	11800	12400
9	11400	12200	12800
10	11800	12600	13200
11	12200	13000	13600
12	12600	13400	14000
13	13100	13900	14500
14	13600	14400	15000
15	14100	14900	15500
16	14600	15400	16000
17		15900	16500

SPRINGFIELD PUBLIC SCHOOLS
SPRINGFIELD, NEW JERSEY

NURSES' SALARY GUIDE

1971 - 1972

<u>Exp. Credits</u>	<u>Non-Degree</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
0	6200	6400	6900
1	6450	6650	7150
2	6700	6900	7400
3	6950	7150	7650
4	7200	7400	7900
5	7450	7650	8150
6	7700	7900	8400
7	7975	8175	8675
8	8250	8450	8950
9	8525	8725	9225
10	8800	9000	9500
11	9075	9275	9775
12	9350	9550	10050

EXHIBIT "C"

SUPPLEMENTARY COMPENSATION

1. AFTER-SCHOOL ATHLETIC ACTIVITIES

A teacher shall be paid \$550 annually for 1½ hours per day for 5 days a week. Any program involving less than 5 days a week will be pro-rated.

2. OVERNIGHT FIELD TRIPS

Teachers participating in overnight field trips shall be compensated at the rate of \$20.00 per night. The directors or coordinators (maximum - 2) shall be compensated at the rate of \$25.00 per night.

INSURANCE

Coverage under the New Jersey State Public and School Employees Health Benefits Program shall be enforced during the term of this agreement.

SUCCESSOR AGREEMENT

The Board and the Association agree to commence collective negotiations regarding a successor agreement no later than October 15, 1971, by which time all proposals must be submitted. Both parties agree to meet at reasonable times and to negotiate in good faith.

1. The Board and the Association agree that their respective representatives shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.
2. All collective negotiations shall end on January 1, but may be mutually extended for 15 days.

DURATION

This agreement shall be effective September 1, 1971 and shall continue in effect until June 30, 1972 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST :

BOARD OF EDUCATION OF THE
TOWNSHIP OF SPRINGFIELD,
COUNTY OF UNION

Secretary

by: _____

President

Chairman
of the
Negotiation Committee

ATTEST :

SPRINGFIELD TEACHERS ASSOCIATION

Secretary

by: _____

President

Chairman
of the
Negotiation Committee