

H-0010
4-0010

ORGANIZATION FOR NEGOTIATION

I. PREAMBLE

THIS AGREEMENT IS BETWEEN THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, hereinafter called THE BOARD,

And,

THE SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION, hereinafter called SOMEA.

WHEREAS, THE BOARD has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with SOMEA as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

WHEREAS, the parties have reached certain understandings which they desire to confirm by this agreement.

NOW, THEREFORE, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

II. RECOGNITION

A. THE BOARD recognizes SOMEA as the exclusive representative for collective negotiation on behalf of the employees of the collective negotiation unit.

B. The collective negotiating unit shall consist of classroom teachers and librarians employed by THE BOARD.

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

III. NEGOTIATION PROCEDURE

A. The duly designated representatives of the parties hereto agree to commence joint meetings not later than the 15th day of May, 1971 for the purpose of negotiating the successor agreement for the school year 1972-73. These meetings will have the express purpose of reaching a final agreement for such school year not later than December 18, 1971. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be initialed by the Board Representatives and the Association Representatives and thereafter be duly adopted by the parties.

B. In the event that the parties have not, prior to November 8, 1971, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact-finding with recommendation for settlement (the cost of which shall be borne equally by the parties). If by mutual agreement an extension is deemed appropriate, impasse date line may be extended to November 16 with the express understanding that there will be no further extension.

C. In the event of such fact-finding any recommendation for settlement arrived at by the fact-finder shall be prepared in writing and delivered to the parties at least five (5) days before the 18th of December, 1971 in order to permit the parties sufficient time to set forth in writing the final terms and conditions of the collective negotiations agreement for 1972-73.

D. The parties understand that it is of paramount importance to the success of the collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest and therefore any such release shall be made only in writing and after agreed to by both parties, providing there has been good faith bargaining all the time.

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

IV. TERM AND DURATION OF THE AGREEMENT

A. Provisions of this agreement shall become effective on July 1, 1971 and continue in force until June 30, 1973. The economic provision shall not become enforceable unless and until the Board of School Estimate shall, in its discretion pursuant to law, finally determine the amount of money to be appropriated for the use of the public schools within the district. Notwithstanding the foregoing, the economic provisions of the contract shall, when enforceable as above provided, continue in effect until June 30, 1972.

B. The execution of this agreement by the parties hereto shall take place after ratification of the provisions herein by SOMEA, and by the Board at its next regular or special meeting following the ratification of SOMEA.

C. Cost of reproduction of this agreement shall be borne equally by the Board and SCMEA.

V. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

A. Copies of this agreement shall be printed in the following quantity:

- ...550 copies to distribute to SOMEA
- ...250 copies to distribute to the Board.

B. The printing format of the agreement shall be mutually agreed upon and the expense for printing shall be shared equally by SOMEA and the Board.

C. This agreement shall be printed and distributed to SOMEA and the Board no later than April 15, 1970.

D. SOMEA and the Board shall each appoint one representative who shall be responsible for details of the printing procedure.

LEAVES

I. SICK LEAVE

Full-time employees absent for personal illness may receive full salary during absence not exceeding a total of one month in any given school year. In every case where more than the minimum of one month's absence per year is involved additional time may be allowed by the Board within the limits set upon recommendation of the Superintendent and the appropriate Committee of the Board after considering the employee's previous record and the nature and circumstances of the illness.

A. Ten-month Employees

1. Upon approval of the Superintendent an employee may be paid for 20 days' absence in any academic year.
2. Dependent upon length of service, an additional allowance may be approved in any academic year to provide the total allowance shown below:

For those employed less than
2 years 2 months or 40 days

For those employed 2 years and
less than 5 years .. 3 months or 60 days

For those employed 5 years and
less than 10 years .. 4 months or 80 days

For those employed 10 years
or more 5 months or 100 days

B. Twelve-month Employees

1. Upon approval of the Superintendent an employee may be paid for 22 days' absence in any school year.
2. Dependent upon length of service, an additional allowance may be approved in any school year to provide the total allowance shown below:

For those employed less than
2 years 2 months or 44 days

For those employed 2 years and
less than 5 years.. 3 months or 66 days

For those employed 5 years and
less than 10 years.. 4 months or 88 days

For those employed 10 years
or more 6 months or 132 days

3. If in any given case the mandatory, cumulative sick leave provisions of the State law exceed these allowances, the mandatory allowance shall be approved.

C. Notes

1. The determination of 20 days as a month for ten-month employees is based upon the State regulation that a teacher shall be paid in equal installments and that unless otherwise specified "a month shall be construed and taken to be twenty school days or four weeks of five school days each."
2. The determination of 22 days as a month for twelve-month employees is based upon the "usual" working days in a calendar month.
3. In figuring absences the following method is followed:

On short-term or occasional absences a total of 20 or 22 working days, dependent upon the classification of the employee, is considered the equivalent of a month.

On long-term consecutive absences the actual calendar months are counted.

II. PERSONAL LEAVES OF SHORT DURATION

Definition

Whenever used in this agreement, "immediate family" shall mean father, mother, brother, sister, father/mother-in-law, children or any blood relative who is permanently residing with the teacher or his or her spouse.

A. Illness in Family

An employee shall be allowed full pay for absence of three days for illness in the immediate family. In case of critical illness an additional two days may be allowed by the Superintendent or his representative. In maternity cases this provision shall allow an employee to transport his wife to or from the hospital at the time of delivery. (In all cases where the employee desires to apply for the additional two days, requests should be made to the Superintendent

or his representative either by telephone or by telegram in advance as outlined below in D-5 if time permits.) No allowance may be made for an employee's absence because of the illness of persons other than those in the immediate family.

B. Death in the Family

An employee shall be allowed three days' absence with full pay in case of death in the immediate family. In the event of death of spouse, five days' absence with full pay will be allowed. In case of any death in the immediate family, an additional two days with full pay may be allowed by the Superintendent or his representative. (In all cases where the employee desires to apply for the additional two days, requests should be made to the Superintendent or his representative either by telephone or by telegram in advance as outlined below in D-5 if time permits.) In case of the death of a relative not in the immediate family an employee shall be allowed one day's absence with full pay.

C. Weddings

An employee shall be allowed one day's absence with full pay to attend a wedding in the immediate family, including his own.

D. Personal Business

Absences for personal business shall be allowed only by permission of the Superintendent or his representatives. Application for approval of each such absence must be made in advance, or as soon as practical in an emergency, and must be submitted as outlined in No. 5 below except when an emergency situation may justify direct application to the Superintendent or his representative. Absence with salary may be approved by the Superintendent or his representative upon receipt of a written statement from the applicant that his absence from duty is necessary for the health and/or welfare of self or family. If such statement is made available, the applicant need not submit a specific explanation of the reason for his/her proposed absence.

1. A maximum of three days' absence may be approved* annually for absences for appropriate, essential personal matters that cannot be cared for during non-working time. The essential nature of the reason for such absence and evidence that working time is required must be clear and beyond question.

*Approval may fall into two categories: .

a. Approved with full pay

Among the reasons which may be considered valid if they meet the requirements of No. 1 above are religious observances, certain court appearances, important business transactions, impassable roads, death of a close friend, college graduation of self and certain close relatives.

b. Approved with deduction of substitute teacher's pay

Among the reasons which may be considered valid are visiting colleges with son or daughter, taking son or daughter to college, and ship or airport departure or arrival of close relative.

Among the reasons which are not considered valid are attendance at class reunions, weddings not in the immediate family, and other social functions of a non-essential nature.

- c. In the cases indicated above with an asterisk, two days will be approved if the distance to be traveled exceeds 500 miles. (The asterisk will appear beside the following categories: Court Appearances, Important business transactions, College graduation of self or member of immediate family).
- 2. Absences other than approvable emergencies which have not been authorized in advance will result in loss of pay.
- 3. A request for absence for personal business shall be submitted in writing to the building principal who shall transmit it with his recommendation to the Superintendent or his representative.
- 4. Administration of Policy - Personal Leaves of Short Duration, Parts A, B, C, and D -

The following may be allowed by the Superintendent or his representative upon request by the employee:

If an employee presents an approvable request for absence for "personal business"; and
 If at that point the employee has exhausted the 3-day allowance for "personal business"; and
 If the employee has been granted fewer than 10 days' total leave under the provisions of A, B, and C; then,
 The "personal business" request may be approved except that:

- a. No more than 3 days a year will be allowed for religious holidays, and,
- b. No more than 1 day will be allowed for the death of each close friend or a college graduation of self or certain close relatives.

E. Travel to and from Summer School

At the discretion of the Superintendent or his representative, an employee may be granted up to two days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

F. School Business

Permission may be granted by the Superintendent or his representative for teachers to visit schools without loss of pay. Ordinarily each teacher is entitled to one visiting day each year. Absences authorized by the Board for teachers to attend meetings or conventions concerning school business shall be without loss of pay unless otherwise specifically designated.

G. Payment of Salary for Absence Related to Storm Conditions

1. When school is open staff should be present if possible.
2. Each of us has an obligation to try to plan in such a way that we may be on the job in spite of storm conditions. Usual procedures may not work under unusual circumstances.
3. The payment for "personal business" policy does not automatically provide salary for absence related to travel difficulties. Salary will not be paid unless the employee has made every reasonable effort to be present and failed. (It will be deemed significant if one employee from a given area is present and another is not). Employees who have a considerable distance to travel to their assigned schools cannot expect this to be justification for non-attendance. Place of residence is a matter of choice of the employee.
4. Whenever salary is paid because of absence due to travel conditions such payment will be charged against the maximum available three days annually for "personal business".
5. Whenever an employee is absent because of emergency reasons, the reason for such absence must be documented in writing in a letter to the Superintendent or his representative through the building principal. The building principal will recommend payment or non-payment of salary in forwarding the statement. Salary will be paid or withheld on the basis of this recommendation and the points stated above.

H. Attendance at Professional Meetings

Such activity will be encouraged for the potential benefits available in conferring with fellow professionals in matters leading to in-service growth. Attendance will be approved by the Board upon recommendation of the Superintendent or his representative based upon administrative rules.

I. Temporary Military Leave

Time off will be granted for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular salary less military pay.

J. Leaves taken Pursuant to Section A-I

Such leaves, when granted, shall be in addition to any sick leave to which the teacher is entitled.

III. EXTENDED LEAVES OF ABSENCE

A. Leave for SOMEA Member

No less than a one-academic-year leave of absence without pay may be granted to one employee designated by the Association.

B. Leaves of Absence For Maternity and Adoption of Children

1. Any woman employee of the South Orange-Maplewood schools, who shall marry while in the service shall report immediately such fact with the name of her husband to the Board.
2. As soon as any woman employee shall become aware of her pregnancy, she shall apply at once for a leave of absence, and such woman employee shall accept a leave of absence as provided in these regulations, when granted by the Board.
3. The Superintendent or his representative shall forward a copy of these regulations to all women employees, and shall attach a copy to the initial contract of each new woman teacher or other employee.
4. A maternity leave of absence shall begin not less than four months before the approximate date of the expected confinement except when the school physician, the principal and the Superintendent or his representative agree that the employee applying may stay on the job for a longer period of time. The leave of absence shall continue for at least one year from the time of initial absence and as much longer as may be necessary to extend the period to the opening of the next semester. Upon termination of such leave the teacher may resume work in this school system. If deemed necessary by the school administration a teacher may be examined by our school physician to determine if she is in satisfactory physical and emotional condition.
5. In the event of still birth or death of the child, and upon certification of the physician of the teacher and the school physician, the teacher may be considered for re-employment at an earlier date than is stipulated in #4 above, except that she will not replace a substitute, if any, who may have been employed to replace her while on leave.
6. Any female teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
7. Failure on the part of any woman employee to comply with the requirements of these regulations shall be deemed neglect of duty.
8. Nothing in these regulations shall be construed as obliging the Board to grant leaves of absence to women employees who are not on tenure. Due consideration concerning reemployment will be given to such women who leave in good standing.

C. Leaves of Absence to Join The Peace Corps, Vista, National Teacher Corps or Serve as An Exchange Teacher

A leave of absence without pay of up to one year may be granted to any tenure teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher. Upon return, this teacher will be credited for one year's service in South Orange-Maplewood, if he has shown teaching experience in the above programs.

IV. SABBATICAL LEAVE

- A. Any teacher who has completed seven or more years of continuous, full-time service in the South Orange-Maplewood Public Schools may be granted a leave of absence of one or two semesters for study or travel. After each subsequent period of seven or more years of service, a further leave for study or travel may be granted.
- B. As a condition to such leave the teacher shall enter into a contract to continue in the service of the South Orange-Maplewood Public Schools for a period of at least two years after the expiration of the leave of absence. Failing to continue in service, the teacher shall repay to the Board of Education of South Orange and Maplewood a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years of service bears to the full two years, unless the teacher is incapacitated or has been discharged.
- C. The salary granted to a teacher on sabbatical leave for study shall be 70% of the salary to which he would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be 50% of that salary to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers Pension and Annuity Fund. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.
- D. "Study" shall mean full-time study involving course work of at least twelve credit hours per semester or nine credits per trimester at the graduate level. Comparable programs of study authorized by scholarly foundations, completing doctoral program at an accredited university, or government grant programs shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum and also fills an obvious gap in the teacher's background, this may be included up to a maximum of six credits per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent. In the event of failure to successfully complete any part of all of the program, it will be incumbent on the employee to complete the same or equivalent courses on his own time at his own expense within two years. If failure to complete the program results from long-term illness, the employee will not be required to complete the program. In the event that the employee can no longer carry out the sabbatical leave program as approved, he will promptly advise the Superintendent of Schools and will be eligible for appropriate reassignment for the remaining leave period.

- E. Applications for such leave shall be made to the Superintendent's office prior to February 1 preceding the school year for which such absence is requested. Such application shall be made upon a regular application form furnished by that office. Immediately after February 1, the Superintendent will forward all such applications to the Sabbatical Review Committee for its considerations and recommendations.
- F. Not more than two per cent of the personnel covered by this contract shall be granted sabbatical leave in any one school year. The leave positions available shall be distributed as evenly as possible among the three groups: elementary schools, junior high schools, and the high school.
- G. Recommendations of those to be granted sabbatical leaves will be made by a Sabbatical Review Committee. This committee will be composed of six teachers (two each from elementary schools, junior high schools, and senior high school) appointed by the President of the Association.
1. The Review Committee shall select and make its recommendations to the Superintendent on the basis of the following criteria:
 - a. benefit to the school system (the more directly related these benefits are to the curriculum or to possible new curricula, the more acceptable).
 - b. previous leaves by the employee (preference will be given to those who have not had a sabbatical leave).
 2. The report of the Sabbatical Review Committee to the Superintendent shall:
 - a. recommend granting leave, or
 - b. reject with reasons.
 3. Members of the Review Committee shall serve two-year terms.
 4. The Chairman of the Review Committee shall be appointed by the President of SOMEA.
 5. The Review Committee may interview the candidate or ask for clarifying data as needed.
 6. The Review Committee shall consult with persons of special competence in the areas under consideration for sabbatical leave. However, the final decisions shall be those of the members of the Review Committee only.
 7. The Sabbatical Review Committee will make its recommendations to the Superintendent by March 15. The Board will make its decisions known to the applicants by April 15.
- H. Teachers on such leave may not receive compensation from any person, persons, or organization during his sabbatical leave which would make his total income greater than his contractual salary. The Board and the Superintendent must be informed of these sources.

- I. Teachers on leave shall make regular written reports to the Superintendent as he may require.
- J. Teachers on such leave shall be considered as in the employ of the Board of Education of South Orange and Maplewood, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustment.
- K. Such leaves of absence shall be without prejudice to the teacher's tenure rights.
- L. Certified employees requesting a professional leave for study must show evidence satisfactory to the Superintendent that they have applied for a grant.

If the combined grant and 70% of contractual salary for the period of leave exceed 100% of contractual salary, the actual salary to be paid by the Board will be reduced by the amount of the excess.

PROFESSIONAL RELATIONS

I. PERSONAL AND ACADEMIC FREEDOM

- A. The consideration of controversial questions has a legitimate place in the work of the public schools. School treatment of such questions should not only promote fair and many-sided study but should also help the student develop techniques for considering controversial questions.

The handling of a controversial question in school should be free from the assumption that there is one correct answer which should emerge from the discussion and be taught authoritatively to the student.
- B. In performing their teaching functions, teachers may express their personal opinions on all matters relevant to course content provided, however, that when they do so they shall indicate that they are expressing their personal opinions and not that of the school, administration or Board. Teachers will accept full responsibility for their expressed opinions.
- C. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher--or the lack thereof--shall be grounds for any discipline or discrimination with respect to the professional employment of said teacher, providing said activities do not violate any local, state or federal law.
- D. Teachers shall remain under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, conduct unbecoming a teacher or other just cause.

II. TEACHER RIGHTS

- A. Subject to the grading policy of the Board the teacher shall determine grades. Such determination shall be the result of the teacher's professional judgment based on all available criteria. Changes in grades may be made by appropriate administrative personnel only after consultation with such teacher and if the change in grade is made the permanent record of the student shall reflect such administrative change.
- B. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which would adversely affect the continuation of the teacher in his office, position or employment or the salary or any increment pertaining thereto, such teacher shall be entitled to the notice requirements provided by N.J.S. 18A:25-7.
- C. Any teacher shall have the right to reply in writing to any adverse material in his personnel file which reply shall be attached to the adverse material. Should said teacher desire a copy of the adverse material he may copy said material by hand or the same may be made available to him at his cost by the Board office. A teacher's personnel file shall be made available to him for inspection only after written request to the Superintendent and at a time and place reasonably appropriate to the Superintendent. There shall not be more than two such inspections made available in any one year. Notwithstanding the foregoing, no confidential reference shall be made available at any such inspection.
- D. In the case of a non-tenure teacher such teacher at his own cost may use a physician of his own choosing for his annual physical examination. If the non-tenure teacher determines to use the Board physician, such physician will be provided at the Board's cost.
- E. Any criticism by a supervisor, administrator, or Board member of a teacher will be made in confidence only and not in the presence of students, parents, or public gatherings. Any criticism of a supervisor, administrator or Board member by a teacher will similarly be made in confidence and not in the presence of students, parents, or public gatherings.
- F. Nothing herein contained shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey school law or other applicable law or regulation.

III. PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT

- A. The Board will continue to seek the cooperation of teachers in arranging in-service courses, work shops, and programs designed to improve the quality of instruction.
- B. Except in the case of a course of study required for certification of the teacher, the Board will pay for any courses of study which it requires a teacher to take.

IV. PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. In connection with the use of force or corporal punishment as between teacher and student, the following provisions of N.J.S. 18A:6-1 shall apply:

18A:6-1. Corporal punishment of pupils. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
- (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- (3) for the purpose of self-defense; and
- (4) for the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

- B. When a teacher is absent as a result of bodily injury caused by an incident arising out of his employment such teacher shall be entitled to full salary and benefits for the period of such absence and shall not forfeit any sick leave or personal leave.
- C. Teachers shall forthwith report cases of bodily injury suffered by them in the course of their employment to their principal or immediate supervisor. In the event that a teacher fails to do so it shall not be deemed to be a breach of this agreement by the Board.

V. TEACHER ASSIGNMENT

- A. Except in short term emergency situations, approvable by State Authorities, teachers shall not be assigned to teach subjects for which they are not certificated.
- B. Teachers will be notified of their yearly assignments, if it is practicable, by the following dates: elementary teachers - June 1, secondary teachers - June 15th. Changes in assignment which have been established will not be undertaken without explanation to the teacher concerned. To the extent that it is possible to do so, assignment changes will be made with the affected teacher's consent.
- C. The Superintendent or his representative shall give notice of assignments to new teachers at the time of employment or as soon after as it is practicable.
- D. Teachers who are assigned to more than one school and are required to use their own cars to travel between schools shall be reimbursed.

VI. VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Any teacher may inquire about existing vacancies by contacting the office of the Director of Personnel.
- B. Teachers who desire a change in assignment or transfer to another building, shall notify their building principal in writing. A copy of such notification will be forwarded to the teacher's immediate supervisor and to the office of the Director of Personnel, respectively. Such requests will be granted when they are in the best interest of the school district.

VII. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Transfers or reassignments of teachers will as far as practicable be as a result of joint agreement of teacher and supervisor/principal that the transfer or reassignment is to the best interest of the School District. In all instances, the teacher will be consulted before a final decision is made.
- B. When an itinerant teacher is being transferred involuntarily, the transfer or reassignment will, as far as possible, be the result of joint agreement of teacher and supervisor, assuming that the supervisor has conferred with the principal(s) and that the transfer is in the best interest of the district. In all instances, the teacher will be consulted before a final decision is made.
- C. Any teacher who objects to an involuntary transfer or reassignment will have recourse to the usual channels to make known his concerns.
- D. Except as a result of administrative action, consistent with provisions of law, staff members will not be subjected involuntarily to transfers or reassignments which would result in reduction in rank and/or compensation.
- E. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in South Orange-Maplewood School District, length of service in the particular school building, and other relevant factors shall be considered in determining which teacher is to be transferred or reassigned.
- F. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

VIII. PROMOTIONS

- A. Announcement of vacancies concerning positions that provide remuneration beyond that provided by the teachers' salary guide shall be posted in all local schools before the vacancies are filled.

- B. Notice of vacancies will be delivered to each building the same day for posting.
- C. The deadline for applying for such vacancies shall be posted but in no case shall the deadline be earlier than the 15th school day after posting.
- D. Posting shall include a job description and a statement of qualifications necessary for filling the position as approved by the Superintendent of Schools or his representative. Experiential requirements must not be such that they automatically disqualify or discourage teachers in the District from applying for the position.
- E. Vacancies covered by this policy which occur after the fifth day before closing of school will be announced in the local newspaper, posted in the Board office, and made known by letter to the President of SOMEA.
- F. No position shall be filled until all properly submitted applications have been considered.

IX. TEACHER FACILITIES

- A. To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will aim to provide proper facilities for teachers such as the following:
 - Storage space for materials and supplies; teacher work areas; faculty room; private pay telephone with costs to be borne by teachers; desk, chair, and filing cabinet if appropriate to the position; intercommunication system between classrooms and school office; staff rest room; dining facilities where teachers may each lunch; parking facilities; storage for personal articles and clothes; textbooks; chalkboards; paper; pencils; chalk; and erasers.
- B. It is the intent of the Board to provide for those teachers who require certain articles of special clothing to perform their necessary function within our district, and to evaluate the recommendations of the Department chairman in those instances where certain articles of special clothing may be required and are implied as a budgetary item. These recommendations will be carefully considered and the Board will assume the basic expense within this framework. This would include: Physical Education, Art, Industrial Arts, Science Lab teachers.
- C. The Board will maintain an appropriate telephone answering service to make possible the reporting by teachers the need to be absent from duty. Teachers may call the answering service any time prior to 6:45 a.m. of the day they will be unavailable for work. A person or persons will be designated in each building to be contacted by teachers who will not be available for work due to sudden emergencies that may occur after 6:45 a.m.

- D. Teachers who find it necessary to enter or remain in school buildings after custodial hours will make such need known to their immediate supervisor or the building principal who will make the necessary arrangements, if possible.

X. ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to provide the Association with the name and position of each teacher within each of the buildings in the District and in addition thereto any information to which the public is entitled by law.
- B. Whenever any staff member participates during working hours in grievance proceedings, conferences, or meetings called by Board representatives, he shall suffer no loss of pay.
- C. SOMEA and its representatives shall be permitted to use school buildings for meetings, subject to approval of the building principal, except that SOMEA shall be responsible for all costs attendant to the use of school facilities at any time when custodians are not ordinarily on duty. In every instance of SOMEA use of the building, the building principal will be made aware of the starting and closing times of the meeting and the spaces to be used before he gives approval. Faculty Representatives may leave twenty minutes after pupils are dismissed on days when SOMEA meetings are held, it being understood however, that this shall apply to only one such meeting for each month.
- D. SOMEA shall be granted space for posting notices in the school office and the teacher(s)' room of each school. One copy of each item posted shall be made available to the building principal and central office. The specific location for posting notices will be approved by the building principal.
- E. SOMEA shall be permitted the privilege of placing materials in school mail boxes. The building principal shall receive a copy of each item placed in the mail boxes. All materials distributed by SOMEA shall carry SOMEA identification.
- F. A telephone will be installed for SOMEA president to be placed in an appropriate position within his classroom so as not to disturb the ongoing educational program. Cost of calls to be borne by SOMEA.
- G. The Board will schedule a brief presentation by SOMEA at the annual orientation program for new teachers. A part of the orientation day program will be set aside for those new teachers who may wish to visit and confer with SOMEA officers or representatives.
- H. The Superintendent will be available to all personnel "upon request and reasonable notice" after usual channels have been pursued.
- I. In connection with any changes or modifications in the terms and conditions of employment during the term hereof, the parties agree to be bound by the provisions of N.J.S. 34:13A-5.3.

XI. GRIEVANCE PROCEDURE

A. Introduction

It is a fundamental principle of school organization that the effectiveness of the school program will be directly related to the quality of human relations practiced among the staff. The confidence engendered by responsible, honest, effective work of all members of the school staff, regardless of assignment of responsibilities, will develop the high morale necessary for an effective program.

In every relationship, however enlightened the staff, grievances real or imagined will arise. If informal discussion of a problem between relevant parties or presentation of a problem to the normal line-staff structure does not resolve the problem then a plan to assure the orderly presentation and resolution of these dissatisfactions of staff members is necessary to insure a high level of morale.

The grievance procedure should achieve the following objectives:

1. protect individuals from alleged misinterpretation or inequitable application of an established policy
2. secure at the lowest possible administrative level equitable solutions of the problems or conditions giving rise to the grievances
3. improve the attitudes of mutual respect between professional staff and administration.

The use of the grievance machinery of this district is a right of professional staff members and it shall not be held against an individual if he chooses to exercise that right.

Conversely, nothing in this document shall be interpreted as negating other rights of certified staff including the right not to use the grievance machinery.

B. Definition

A grievance shall be defined as a complaint of employees covered by this agreement arising from alleged misinterpretation or inequitable application of this agreement or an established personnel policy or standard personnel practice in effect in this district.

This procedure shall be used only for the settlement of grievances of employees covered by this agreement and shall not be used as an instrument for negotiating changes in School Board policy during the contract term.

C. Phase I -- Informal Procedures

Every effort should be made to encourage the solution of professional problems quickly, informally, and within the building involved. The following procedures are suggested as avenues of communication toward this end:

- aggrieved may meet with his department head and/or principal to discuss the issue

--aggrieved may meet with a building member of the Professional Rights and Responsibilities Committee to discuss the issue and then with his department head and/or principal

--aggrieved may make use of other personnel (other teachers, department heads, principals, etc.) to work out a solution with his department head and principal

--department head and/or principal may ask help of others (PRRC members, department heads, principals, superintendents, teachers, etc.)

These procedures are not in any order of precedence. It is suggested that any procedure(s) which may be helpful be used. Written records of these conferences should not be kept. Conferences should be held as quickly as possible and the names of those attending any informal conferences shall be known to both parties beforehand.

The aggrieved shall at any time during these informal procedures have the right to move into the formal procedures.

D. Phase II -- Formal Procedures -- Immediate Supervisor -- Principal

A staff member with a grievance shall submit in writing said grievance to his immediate supervisor. Within three (3) school days, the supervisor shall hold a conference and within three (3) days after the conclusion of the conference the supervisor shall give in writing his decision, with supporting reasons.

In the secondary schools, if the aggrieved is not satisfied with the decision, he may submit to the Principal in writing, within five (5) school days, his grievance along with the decision of his supervisor. The Principal shall hold a conference within five (5) school days.

The Principal shall, after conferring with the aggrieved, give his decision in writing with supporting reasons, within five (5) school days.

Both parties involved in the grievance may at any time in the formal procedures be represented by individuals of their own choosing.

E. Phase III -- Formal Procedures -- Superintendent

If the aggrieved party is not satisfied with the decision, he may, within five (5) school days, submit, in writing, his grievance to the Superintendent.

A conference shall be held within five (5) school days after receipt of grievance. The Superintendent shall render a decision in writing with supporting reasons, within five (5) school days, to all parties concerned.

F. Phase IV -- Formal Procedures -- Advisory Arbitrator

If the aggrieved is not satisfied with the decision of the Superintendent he may, if supported by the PRRC, refer his grievance within ten (10) working days to an impartial arbitrator. Said arbitrator shall be selected and a hearing shall be held no later than fifteen (15) days from the date of the request or as soon thereafter as the arbitrator may be available. All documents

presented at previous steps of the grievance procedure shall be submitted to the arbitrator. Five (5) days after the conclusion of the hearing the arbitrator shall render an advisory opinion which is not legally binding on either party.

Appointment of an Arbitrator

"The Executive Director of PERC may, upon the request of either party to an agreement containing a provision providing for arbitration of unresolved grievances, submit simultaneously to each party to the dispute, as soon as possible, an identical list of names of at least five (5) arbitrators. Each party to the dispute shall have seven (7) days from the date of mailing the list in which to examine said list, cross off any two (2) names to which he objects, number the remaining names indicating the order of his preference and return the list to the Executive Director. When any party fails to return the list within the time specified, all persons named therein shall be deemed acceptable to that party. The Executive Director shall appoint an arbitrator giving recognition to the designated order of preference, if any. If the appointed arbitrator declines, or is unable to serve, or if, for any other reason the appointment cannot be made from the submitted list, the Executive Director shall have the power to make the appointment of an arbitrator not previously rejected by either party, without submission of any additional list."

G. Miscellaneous

In the event of grievances which may occur near the end of the school year, it will be the intent of both parties to proceed as quickly as possible in an effort to promptly resolve the matter. In order to expedite such efforts, it may be necessary for either party to assign a representative to act on his behalf.

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.

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

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 this ARTICLE.

XII. PROCEDURES FOR COOPERATIVE EVALUATION

- A. Evaluation. Teachers and supervisors will confer regularly. Classroom visitation and other observations will be discussed. Whenever written reports are to become a matter of record and are to be forwarded to the next supervisory level, e.g., supervisory reports to principals, they shall first be shared with the teacher involved.

B. Reporting

1. Non-tenure teachers

An annual written report will be forwarded to the Superintendent following an open-ended conference involving the teacher, the supervisor*, and the principal. A check list evaluation sheet will be part of the formal report.

2. Concerning evaluation reports for both non-tenure and tenure teachers, the formal open-ended conference between teacher/supervisor/principal shall be followed by a written summary which will reflect the items discussed during the conference. (At the secondary level, the department head will serve as recorder). All parties shall sign this report before the principal forwards it to the Superintendent's office. The signatures will signify that:

- a. a conference was held
- b. the items listed were discussed
- c. the signatures shall not necessarily signify agreement.

3. Tenure teachers

Continuous evaluation will be formalized at least once every three years in an open-ended conference involving the teacher, the supervisor and the principal.

- C. Appeal. If there is a disagreement about the nature of the report, all parties shall submit further documentation to the Office of the Assistant Superintendent in Charge of Curriculum and Instruction K-12 who will study the reports and make recommendations for further action. If the recommendations are not accepted, they may be appealed to the Superintendent and then to the Board.

*At the secondary level

XIII. FAIR DISMISSAL PROCEDURE

- A. Not later than the first day of April in each year, the Board shall offer a contract of employment for the next ensuing school year to each non-tenure teacher continuously employed since the preceding September 30th, or, if it be determined by the Board that such non-tenure teacher shall not be reemployed, shall present written notice to that effect to such teacher.
- B. In the case of teachers who are offered a contract for employment as above provided, such teachers shall be required to return duly executed contracts not later than the first day of May or return unsigned contracts with notice in writing of their intention not to return to their employment within the school district for such year.

XIV. COMPLAINT PROCEDURE

- A. Any signed written complaint regarding a teacher made to any member of the administration by any parent, student, or other person shall be shared with that teacher. The complainant shall be advised that the complaint will be shared with the teacher. It shall also be understood that the complainant has the privilege of withdrawing his complaint.
- B. When any administrator receives a complaint regarding a teacher the nature of which requires the recording thereof in the teacher's personnel record, then such administrator will share such complaint with the teacher and will, prior to any further administrative action in connection thereto, try to resolve such complaint with the teacher informally.

STUDY GROUP: TEACHER LOAD, etc.

I. TEACHER WORK YEAR

- A. The in-school work year for teachers on a 10-month basis shall be:
 - 1. 183 days which pupils are in attendance. This includes days for possible emergency closing.
 - 2. One additional day for orientation program.
 - 3. One and one-half days for closing school following the last day of pupil attendance.
 - 4. One additional day for orientation of new teachers prior to school opening.
- B. The District Advisory Council will make recommendations to the Superintendent concerning the calendar.
- C. If it is necessary for the schools to be closed for more than three days, additional days necessary to complete 180 days of school will be added at the end of the year.

II. TEACHER HOURS AND TEACHER LOAD

- A. Teachers shall indicate their presence for duty by initialing the appropriate column on the attendance sheet at the beginning of the work day.
- B. The daily teaching day shall be 7 1/2 hours for elementary teachers and 7 hours for secondary teachers. This time includes a lunch period equal to a student in each of the respective schools, but in no case less than 30 minutes which would include passing time. No teacher shall be required to be at his assignment earlier than 8:15 a.m., except those teachers who have assumed assignments requiring an earlier attendance.

- C. Building based teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending building faculty meetings or other such professional meetings 5 days each month. However, as a result of special educational needs, additional meetings may be called.
- D. Teachers shall have the opportunity to suggest items for the agenda of their building faculty meetings.
- E. Every effort will be made to limit the length of after school meetings to one hour.
- F. Senior High School teachers will receive no less than 200 minutes of preparation time scheduled during their work week.
- G. Junior High School teachers will receive no less than 215 minutes per week of preparation time scheduled during their work week.
- H. Current practices regarding teacher assignments will continue unless revised by the respective FAC procedures.
- I. Elementary school teachers will work with each teacher of art, music, and physical education in the regular classroom, gym or playground at least one period every month, said periods to be determined by the special teacher.

III. NON-TEACHING DUTIES

The President of SOMEA and the Superintendent of Schools shall establish a joint study committee of three SOMEA members and two representatives of the Board no later than February 1, 1971, to undertake a study concerning the use of teacher aides for non-teaching duties. The committee shall make recommendations by May 1, 1971 for negotiations to commence May 15, 1971.

IV. SUPERVISION OF STUDENT TEACHERS

- A. The Board will continue to cooperate with teacher training institutions in the training of student teachers.
- B. Teachers shall have the right to interview the candidate before accepting or rejecting a student teacher who may be assigned to them. Every effort shall be made to provide the prospective cooperating teacher with information about the student's background.
- C. No teacher shall serve as a cooperating teacher unless he has had the necessary experience background for making a worthwhile contribution to the development of the prospective teacher.
- D. A student teacher shall not be exploited as a substitute teacher.

STUDY GROUP: STAFF TEACHER-ADMINISTRATIVE

I. DISTRICT ADVISORY COUNCIL

A District Advisory Council shall be established for the purpose of encouraging the cooperative involvement of all professional staff in the District.

A. Structure of the Council

1. The composition of the Council shall be:
 - 2 teachers - senior high level
 - 2 teachers - junior high level
 - 1 junior or senior high school administrator
 - 1 department head
 - 3 teachers - elementary level
 - 1 teacher - elementary level - assigned to more than one building
 - 1 elementary school administrator
 - 1 representative from the central office
 - 1 representative from the Department of Educational Services

Insofar as possible, nominations to membership in the District Advisory Council should reflect a variety of subject and other educational groupings, and the majority of all teachers elected to the Council shall be SOMEA members.

2. By September 1971 the Superintendent and SOMEA will each appoint two members whose function will be:
 - (a) to coordinate arrangements for the initial election of the personnel who shall constitute the District Advisory Council according to the composition presented above;
 - (b) to arrange the time and place for the first meeting of the Council.
3. Council members will be elected for a two-year term except that half of the initial group will serve for a one-year term.
4. The District Advisory Council will select its chairman for a one-year term from its membership with the exception that the central office representative will not be eligible for such selection. Subsequent chairmen will take office in May of each year so that they may fully familiarize themselves with matters which must be carried over the summer.

B. Scope of the District Advisory Council

1. The District Advisory Council shall encourage the initiation of innovative ideas and suggestions and will consider matters referred to it which relate to more than one building or which have district-wide implications. Such matters may include curriculum improvements, teaching techniques, extracurricular programs, in-service training, pupil testing and evaluation, philosophical goals for education in the district, criteria and procedures for teacher evaluation, procedures for discipline, research and experimentation, and educational specifications for buildings.

2. The District Advisory Council shall also consider its potential as a clearinghouse for professional communications.
3. The District Advisory Council should not be considered an appellate organ for any building Faculty Committee decisions, nor shall it be a function of the District Advisory Council to supervise day-to-day administrative or teaching operations.

C. Procedures of the District Advisory Council

1. The District Advisory Council will have at least one regularly schedule meeting each month.
2. The District Advisory Council will form from its membership an agenda committee, whose function will be to accept and order all matters which are appropriate to the committee brought to it either by individual staff members or groups of staff members.
3. The District Advisory Council will be authorized to establish ad hoc subcommittees as necessary in order to engage those staff members most familiar with a particular problem or topic and those most apt to be affected.
4. The District Advisory Council will have the following modes of disposing of those matters which come to its attention:
 - (a) establish machinery (subcommittees, interviews with individuals, etc.) it deems will be effective and then make recommendations to the Superintendent and to the Board consonant with the results of that study;
 - (b) refer the matters to existing structures;
 - (c) call the matter to the attention of the Superintendent.
5. The District Advisory Council will keep the initiator(s) informed as to the progress of the agenda item.
6. Reports or recommendations of the District Advisory Council may include minority as well as majority views.
7. Minutes of the meetings will be taken and transcribed by a stenographer and distributed to all members of the District Advisory Council. A synopsis will be compiled from these minutes and distributed to total staff. This synopsis shall include the current status of all items submitted to the Council.
8. The District Advisory Council will after one year of operation, review its effectiveness, solicit reactions of staff and report its findings to the Board and total staff.

D. Cooperative Involvement of the Board

1. After considering the recommendations made by the District Advisory Council the Board will advise the Council of its actions including reasons for its decision.
2. The Board will budget for the operations of the District Advisory Council. An operational budget will provide for secretarial services, preparation and distribution of materials, research, and housekeeping chores.

II. FACULTY ADVISORY COUNCIL--JUNIOR HIGH LEVEL

- A. The Faculty Advisory Committee at Maplewood Junior High School and the Cabinet at South Orange Junior High School shall continue to operate under their present organization.

1. Maplewood Junior High School

(a) Faculty Advisory Committee (FAC)

Organization

Seven classroom teachers are elected with four of the membership eligible for election one year and three the next year. The chairman is elected from the group. Meetings are held monthly. Notes are consolidated periodically and distributed to staff. The majority of the teachers elected to the Committee shall be SOMEA members.

Scope

The FAC considers any problem related to Maplewood Junior High. Any staff member may initiate an item either in writing or orally. The Committee prepares the agenda for faculty meetings, subject to the approval of the principal.

2. South Orange Junior High School

(a) Cabinet

Organization

Nine faculty members are elected at large from a slate prepared by a nominating committee. The slate reflects three basic categories in terms of experience in the building: veteran, middle, new. One-third of the membership (one from each category) is elected annually. The committee's tradition has respected the concern for having all roles represented in cabinet: classroom teacher, guidance counselor, department head. The principal serves as chairman. Meetings are held monthly. Notes are distributed to staff after each meeting. Accumulated notes are on file in the teacher's lounge. Items are deliberated in cabinet and reported at general faculty meetings for final recommendations. The majority of the teachers elected to the Cabinet shall be SOMEA members.

Scope

The Cabinet is the voice of the faculty in the principal's office and addresses itself to building matters only.

III. FACULTY ADVISORY COUNCIL -- SENIOR HIGH LEVEL

- A. The Faculty Advisory Council of Columbia High School will continue as presently organized.

1. Organization

Representatives are elected on a departmental basis on a ratio of one-to-seven or a major part of seven faculty members, with fifty percent of membership elected annually. Administrators have no vote. The chairman is elected annually by the membership. Minutes are distributed to general staff after Faculty Advisory Council approval. Meetings are generally held weekly. The majority of teachers elected to the Council shall be SOMEA members.

2. Scope

Faculty Advisory Council (FAC) considers any matter that concerns CHS staff.

B. Vote With Respect to Change and Conditions of Employment

Any time any of the Advisory Councils referred to hereinabove in this article recommend changes which affect the terms and conditions of employment, these changes must be approved by seventy-five percent of the staff of that building.

IV. FACULTY ADVISORY COUNCIL -- ELEMENTARY LEVEL

- A. Faculty Advisory Councils shall be established in each elementary school for the cooperative involvement of teachers and administration.

1. The Superintendent and President of SOMEA will each appoint two members to coordinate arrangements for the initial election of staff representatives.

2. Membership of FAC shall include at least three duly elected teachers in that school and the principal. The majority of the teachers on FAC will be SOMEA members.

- B. Staff members who have assignments in two elementary buildings shall decide in which school they will participate in the FAC formation. In the operation of the FAC's these staff members will use both FAC's as a means of staff-administration liaison.

- C. Each FAC shall have a regularly scheduled meeting at least once a month with the principal to review and discuss problems and practices. Minutes of the meeting shall be recorded and distributed to all pertinent staff members. The chairman of the FAC shall be selected by the FAC members.

- D. Areas for consideration may include, but not be limited to such matters as curriculum, textbooks, material and supplies, discipline, parent visitation, scheduling, use of space. When matters requiring action are dealt with by FAC, they shall be reported to the entire faculty for approval. Should disagreement occur within the faculty as to presentation and/or implementation of such matters, a meeting shall be held with the Superintendent or his designee upon request of the FAC. The Superintendent or his designee shall meet with the FAC and after assessing all pertinent factors shall make recommendation to the faculty concerned. Items of agreement, requiring action of the Superintendent or his designee, shall also be dealt with in the manner mentioned above.

SALARY - INSURANCE

1. SALARY GUIDE 1971-72

| <u>Step</u> | <u>4 Year Training Level</u> | <u>5 Year Training Level</u> | <u>6 Year Training Level</u> |
|-------------|----------------------------------|----------------------------------|----------------------------------|
| 1 | 8800 | 9800 | 10800 |
| 2 | 9100 | 10100 | 11100 |
| 3 | 9400 | 10400 | 11400 |
| 4 | 9700 | 10700 | 11700 |
| 5 | 10000 | 11000 | 12000 |
| 6 | 10300 | 11300 | 12300 |
| 7 | 10600 | 11600 | 12600 |
| 8 | 10900 | 11900 | 12900 |
| 9 | 11200 | 12200 | 13200 |
| 10 | 11500 | 12500 | 13500 |
| 11 | 11900 | 12900 | 13900 |
| 12 | 12300 | 13300 | 14300 |
| 13 | 12700 | 13700 | 14700 |
| 14 | 13100 | 14100 | 15100 |
| 15 | 13900 | 14500 | 15500 |
| 16 | | 14800 | 15800 |
| 17 | | 15300 | 16300 |
| 18 | | | 16600 |

II. EXTRA PAY SALARY GUIDE

- A. This guide is based on the concept that certain teachers are asked to become involved in certain pupil activities beyond their normal workday. Teachers having these assignments will receive compensation in accordance with the guide as follows:
1. Certain teachers who have chosen released time in lieu of extra pay may continue on this status. These same teachers may have the option of reverting to the extra pay if they so desire.
 2. Staff members who are receiving extra compensation for the extra activity as outlined in the guide must continue on this basis. They do not have the option to revert to the released time.
 3. Any staff member not already assigned to the extra pay duties and who may become involved with this program, must accept extra pay only for his service. Released time in lieu of pay will not be considered.

II. EXTRA PAY SALARY GUIDE - Cont'd.

| <u>ACTIVITY</u> | <u>Position</u> | <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> |
|--|-----------------|-----------------|-----------------|-----------------|
| Football | Head Coach | \$ 1500 | \$ 1600 | \$ 1700 |
| | Varsity Asst. | 900 | 1000 | 1100 |
| | Soph. Asst. | 800 | 900 | 1000 |
| | Grade 9 | 700 | 800 | 900 |
| Soccer | Head Coach | 1000 | 1100 | 1200 |
| | Assistants | 700 | 800 | 900 |
| | Grade 9 | 500 | 600 | 700 |
| Cross Country(Incl. 9th Grade) | Head Coach | 700 | 800 | 900 |
| Basketball | Head Coach | 1000 | 1100 | 1200 |
| | Assistants | 700 | 800 | 900 |
| | Grade 9 | 500 | 600 | 700 |
| Swimming | Head Coach | 900 | 1000 | 1100 |
| Wrestling | Head Coach | 1000 | 1100 | 1200 |
| | Assistants | 700 | 800 | 900 |
| | Grade 9 | 500 | 600 | 700 |
| Baseball | Head Coach | 1000 | 1100 | 1200 |
| | Assistants | 700 | 800 | 900 |
| | Grade 9 | 500 | 600 | 700 |
| Track | Head Coach | 1000 | 1100 | 1200 |
| | Assistants | 700 | 800 | 900 |
| Tennis(Incl. 9th Grade) | Head Coach | 700 | 800 | 900 |
| Sec.School Intramurals (per season-3) | | 200 | 300 | 400 |
| Elementary Intramurals (per year) (2 days per week) | | 500 | 600 | 700 |
| Golf | Head Coach | 400 | 500 | 600 |
| <u>Senior High School</u> | | | | |
| Drama | | 700 | 800 | 900 |
| Publications | | 700 | 800 | 900 |
| Cheerleading | | 400 | 500 | 600 |
| Twirling | | 300 | 400 | 500 |
| G.A.A. Sponsor | | 400 | 500 | 600 |
| Business Manager (per major sport) | | 200 | 200 | 200 |
| Band Director | | 500 | 600 | 700 |
| Asst. Band Director | | 100 | 200 | 300 |
| Stage Director | | 600 | 700 | 800 |
| H. S. Choral Director | | 200 | 300 | 400 |
| Orchestra Director | | 100 | 200 | 300 |

III. SALARY GUIDE IMPLEMENTATION

A. Initial Employment

1. Teachers employed must hold, or be eligible for, a New Jersey Certificate to teach.
2. A new staff member may be granted full credit for as much as twelve years of experience gained in other school systems for placement within his appropriate training level classification. If full credit for all years of experience is not recognized in his initial appointment, he will later be fully adjusted to the salary guide in terms of his qualifications by such increases in salary as may be recommended by the Superintendent and as may be approved by the Board.
3. Teaching activity of seven months or more under regular appointment in any one school year shall be considered as one year of experience. Night school and summer school teaching shall not count as added experience.
4. Continuous substitute teaching in one assignment for three months or more will be credited as teaching experience. Such substitute teaching shall be cumulative, ten months of teaching counting as one year's experience.
5. Service in the armed forces may be evaluated as equivalent to teaching experience except that no more than four years' credit may be granted for such military experience.
6. It is the responsibility of the Superintendent or his representative to evaluate the qualifications of personnel for the purpose of this guide. In general, courses and programs of study completed in accredited colleges, universities, and teacher-training institutions prior to employment in this school system will be accepted at face value upon the individual's filing with the Superintendent an official transcript from the institution in which the work was completed.

B. Advancement

1. Programs of study for purposes of advanced classification in terms of this guide must be approved in advance by the Superintendent or his representative.
2. College courses taken by staff members, after initial employment, for advancement on the salary guide, must be at the graduate level, except that a maximum of six undergraduate credits may be approved for courses taken at the request of the administration or for courses taken to meet certification requirements.
3. A teacher who, because of additional training or study, qualifies for placement within a higher classification of the guide may be considered for appropriate adjustment in his contractual salary for the then current year retroactive to September 1st and February 1st provided transcripts and evidence of work completed are filed with the Superintendent by October 1st and March 1st respectively of that school year.

This placement will involve transfer to that step in such higher classification which corresponds to the step to which he had advanced in the lower classification. The teacher will thereafter be considered for annual increases in salary to the maximum provided by the higher classification.

4. A staff member must have secured a bachelor's degree to be considered eligible for advancement to the five- and six-year training levels.
5. Advanced credit beyond the bachelor's degree level will not be allowed for courses taken prior to the securing of a bachelor's degree except for non-degree staff members employed in this school system as of February 15, 1954.
6. Credit for auditing a course may be accepted at one-half the regular course credit upon the staff member's filing with the Superintendent an attendance certificate and such satisfactory evidence of professional growth as the Superintendent may require. Approval in advance must be obtained from the Superintendent by a staff member now employed in the system who wishes credit for such work.
7. Certain activities of staff members may be considered as equivalents for graduate study in accordance with the following policies:
 - a. Activities offered by a staff member as equivalents for graduate study must have demonstrated value in the professional improvement of the staff member. That is, the test of the worth of such activities will be whether or not through enrichment of the background, knowledge, and skills of the staff member there can be expected improved services from him in his assigned responsibilities in this school system.
 - b. Equivalents may be offered for credit for placement on the salary guide only at the five- and six-year training levels.
 - c. A maximum of eight semester hours' credit may be allowed for equivalents at each of the five- and six-year training levels.
 - d. A staff member must apply in advance to the Superintendent for tentative approval of any activity which he expects to offer for credit as an equivalent. Such application must give full details as to the nature of the proposed activity and must show how the staff member thinks this activity will result in his professional improvement and will enhance his value to the school system.
 - e. Upon completion of the activity being offered as an equivalent, the staff member must submit to the Superintendent for evaluation a report with such supporting data as may be required to obtain final approval thereon by the Superintendent.
 - f. Activities of staff members which may be considered as equivalents in working toward either the fifth or sixth year training level are:

1. Educational travel up to a maximum of eight semester hours of credit, each week of travel being evaluated for not more than one semester hour of credit.
2. Work experience directly contributory to professional growth and efficiency up to a maximum of eight semester hours of credit, each two weeks of work experience being evaluated for not more than one semester hour of credit. Such work experience must be confined to the summer vacation months.
3. Organized non-credit courses offered by educational institutions, industrial organizations, or other approved sponsorship. In such instances half as many hours of credit, up to a maximum of eight semester hours, may be allowed as for a credit course of the same duration in a graduate institution. For example, since a college course requiring preparation and meeting for a one-hour period fifteen times entitles a student to one semester hour of credit, a non-credit course of the kind described may be approved for one-half semester hour of credit.
4. Private study with a professional teacher up to a maximum of eight semester hours of credit. The amount of credit to be granted in each instance will be determined by the nature and kind of study done.
5. Original writing up to a maximum of eight semester hours. An article of not less than one thousand words published in a current magazine may be evaluated as one semester hour of credit. A published book may be evaluated as worth up to eight semester hours of credit.
6. Research work resulting in an objective outcome, such as publication or detailed reports to the school administration may be evaluated as worth up to eight semester hours of credit. This is not intended to include work done by a staff member on committees and on projects normally considered as part of his professional obligation to the school system.

IV. PAYMENT OF SALARY

- A. The salaries of all teachers covered by this agreement are set forth in the schedule which is hereto attached and made a part hereof.
- B.
 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 2. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
 3. Teachers shall receive their final checks and the pay schedule for the following year on the last day of teacher attendance in June.

4. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June.

V. HEALTH INSURANCE

The Board agrees to pay full cost of the premium for health insurance coverage for all employees and their immediate families (Spouse and eligible children) of all employees covered by this agreement. The insurance coverage and service to be included shall be equal to or better than, but may not be less than the current coverage as listed below:

New Jersey State Health Benefits Program
 Hospital Service Plan of New Jersey -Blue Cross) Comp. Group
 Medical Surgical Plan of New Jersey -Blue Shield) Plan
 Rider J.
 Major Medical

VI. DUES DEDUCTION

- A. Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of the employees in the bargaining unit the dues of only one grouping of employee association to include SOMEA, ECEA, NJEA, and NEA.
- B. Prior to making such deduction from the salary of any employee the Assistant Superintendent of Schools for Business must have in his records a current writing executed by the employee authorizing such deduction.



BOROUGH OF BELMAR, N. J.

681-1176 - AREA CODE 201

JOHN A. TAYLOR, MAYOR
PETER MACLEARIE, COMMISSIONER
JOHN FERRUGGIARO, COMMISSIONER

DONALD F. MATTHEWS
CLERK-COLLECTOR-TREASURER
P. O. BOX A
BELMAR, N. J. 07719

May 15, 1972

Mrs. Marlene Shaughnessy
Information Specialist
Public Sector Bargaining
Rutgers-The State University
Ryders Lane & Clifton Avenue
New Brunswick, N. J. 08903

Dear Mrs. Shaughnessy:

Enclosed is copy of Contract between the Borough of
Belmar and Monmouth Council No. 9, New Jersey Civil
Service Association.

Very truly yours,

Donald F. Matthews
Borough Clerk

DFM:mvb
Encl.