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18-14

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

between the

BOARD OF EDUCATION OF NORTH PLAINFIELD

THE COUNTY OF SOMERSET, NEW JERSEY

and the

NORTH PLAINFIELD EDUCATION ASSOCIATION, INC.

1969-1970

## RESOLUTION

WHEREAS, the Board has determined that it is in the best interest of the School District to adopt a salary policy in pursuance of the authority vested in the Board by the New Jersey Revised Statutes 18A:29-4.1;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE BOROUGH OF NORTH PLAINFIELD, IN THE COUNTY OF SOMERSET, that the Salary Policy and Schedule hereto attached and made a part hereof be and the same is hereby adopted, to become effective July 1, 1969; and

WHEREAS, the certificated personnel employed by this Board have selected NORTH PLAINFIELD EDUCATION ASSOCIATION, INC., as their exclusive representative for collective negotiation concerning the terms and conditions of employment of said employees, pursuant to Chapter 303 P. L. 1968; and

WHEREAS, pursuant to said statute, the Board and said representative have negotiated an agreement upon the terms and conditions of employment of said employees, which agreement is in writing in form attached hereto and made a part hereof and signed by the officers of said North Plainfield Education Association, Inc.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE BOARD OF EDUCATION OF THE BOROUGH OF NORTH PLAINFIELD, IN THE COUNTY OF SOMERSET, that said Board hereby enters into agreement with said North Plainfield Education Association, Inc. in writing, in the form attached hereto and made a part hereof; and that the President and Secretary of said Board be and they are hereby authorized and directed to sign, seal and deliver said agreement on behalf of this Board in the form attached hereto and made a part hereof.

The foregoing is certified to be a true copy of a resolution duly adopted by the Board of Education of the Borough of North Plainfield, In the County of Somerset, at its meeting held on January 13, 1969.

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel under contract, including teachers on leave.

ARTICLE II

NEGOTIATION PROCEDURE

Each year, the parties agree to enter into professional negotiations in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teacher employment.

ARTICLE III

GRIEVANCE PROCEDURES

*copy this*

A "grievance" shall mean a complaint by an employee of the Public School System that he has suffered a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to (A) any matter for which a method of review is prescribed by law or (B) any rule or regulation of the State Commissioner of Education or (C) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board or (D) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (E) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence.

(continued)

Article III - Grievance Procedures (continued)

## Procedure

1. (A) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the processing. The time limits specified may, however, be extended by mutual agreement.
  - (B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - (C) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
  3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal specifying:
    - (A) The nature of the grievance
    - (B) The nature and extent of the injury, loss or inconvenience
    - (C) The results of previous discussions
    - (D) His dissatisfaction with decisions previously renderedThe principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.
  4. The employee, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing detailing the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible. The superintendent shall

Article III - Grievance Procedures (continued)

- communicate his decision in writing to the employee and the principal.
5. If the grievance is not resolved to the employee's satisfaction, he, no later than five school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
  6. Any party in interest may be represented at all stages of the grievance procedure by himself, and/or at his option, by a representative selected or approved by the Association.

ARTICLE IV

SCHOOL CALENDAR

The Board and the Association agree to continue the present Board policy of formation of the school calendar.

ARTICLE V

SPECIALISTS

- A. The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.
- B. A Joint Staffing Needs Study Committee (consisting of three members appointed by the superintendent, and three members appointed by the Association) shall be established within thirty (30) days after the effective date of this Agreement. Said committee shall consider the size of the staff necessary for the North Plainfield School District in various special categories.

ARTICLE VI

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to

(continued)

Article VI - Non-Teaching Duties (continued)

this end, Therefore, they agree as follows:

1. Teachers, as a matter of general practice, shall not be required to perform the following duties: collecting money from students, delivering books to classrooms and using teachers' lunch time for student supervision.

2. By the beginning of the 1969-70 school year, the Board shall provide sufficient funds to employ teachers and/or aides to free all teachers from above named duties.

3. Any elementary or high school teacher who is required to supervise an afternoon dance, bazaar, basketball, wrestling, baseball, or soccer event will be paid at the rate of \$8.00 per event. All evening and Saturday events will be paid at the rate of \$4.00 per hour.

ARTICLE VII

TEACHER EMPLOYMENT

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1, and will sign their contracts by April 10, except where an extension is granted by the superintendent at the request of the teacher.

ARTICLE VIII

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Approved Salary Guide hereto, attached, except when increments are withheld. The granting of increments is at the discretion of the superintendent of schools and the Board.
- B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Pay days shall be on the fifteenth day and the last school day of the month.
4. When a payday falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

(continued)

Article VIII - Salaries (continued)

5. A teacher shall receive his final check and the pay schedule for the following year on the last working day in June after he has completed all his assigned duties.

ARTICLE IX

TEACHER ASSIGNMENT

Continuance of present policy of the Board of Education as to assignment of teachers.

ARTICLE X

TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each administrative unit which shall meet with the principal at least once a month or as deemed necessary, for the duration of the school year to review and discuss local school problems and practices and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one member for every twenty teachers in such administrative unit but shall in no event have fewer than five members.
- B. The Association's representatives shall meet with the superintendent and/or Board at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XI

SICK LEAVE

As per State Law.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

The Board and the Association agree to continue the present Board policy in regard to temporary leaves of absence.



## ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers under tenure designated by the Association will, upon request, be granted a leave of absence without pay and without accumulating credit on salary guide for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years may be granted to a teacher under tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs with accumulation of credit on salary guide.
- C. A teacher on tenure who has been invited to teach on a full-time basis in an accredited college or university may be granted a leave of absence without pay for up to two (2) years with accumulation of credit on salary guide.
- D. 1. A tenure teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and without accumulating credit on salary guide and said leave shall be granted under terms satisfactory to the administration.
2. Any female teacher under tenure adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, without accumulating credit on salary guide.
- E. All benefits to which a tenure teacher was entitled at the time his leave of absence commences will be restored to him upon his return.
- F. All applications for leaves, extensions or renewals thereof must be applied for and granted in writing.
- G. Other leaves of absence may be granted at the discretion of the Board to tenure teachers for advanced study.

## ARTICLE XIV

SABBATICAL LEAVES

A. The Board of Education may grant sabbatical leaves of absence for one full year based upon the superintendent's recommendation, subject to the following conditions:

1. The teacher has completed at least seven (7) full school years of service in the North Plainfield School district.

2. If there are sufficient qualified applicants, sabbatical leaves shall be granted to two (2) eligible teachers at any one time.

3. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than November 15, and action must be taken on all such requests no later than January 1, of the school year preceding the school year for which the sabbatical leave is requested. Exception will be made for the 1969-1970 school year. Applications for sabbatical leave must be received by March 1, and action taken by April 1.

4. A teacher on sabbatical leave shall be paid by the Board fifty percent (50%) salary for a full year of the salary he would have received if he had remained on active duty and an additional five percent (5%) of the leave year's salary will be paid during the fourth pay period of the one year immediately following the return of the teacher to the employment of the North Plainfield Board of Education.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

6. A teacher will be required to teach in North Plainfield for one year immediately following his sabbatical leave.

## ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1969-1970 school year:
1. The full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
  2. Reimbursement of fifty percent (50%) of course costs for superintendent approved courses as defined in the Board's policy statement as shown in the teachers' handbooks.

## ARTICLE XVI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

As per School Law.

## ARTICLE XVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal. The principal shall arrange as soon as possible to meet with the teacher, and one or more specialists if the principal deems it necessary, to discuss the problem and to decide upon appropriate steps for its resolution.
- B. When, in the judgment of a teacher, a student is seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and immediately refer him to the principal. In such cases the principal shall arrange as soon as possible, and under normal circumstances, not later than the conclusion of the following school day, to meet with the teacher; a parent or guardian, at the discretion of the principal; and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

## ARTICLE XVIII

INSURANCE PROTECTION

- A. As of the beginning of the 1969-1970 school year, the Board will provide the health-care insurance protection as outlined in our present policies and as designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, the Board will pay one third (1/3) of the family premium.
1. For each teacher who remains in the employ of the Board for the full school year, the Board will make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing October 1 and ending September 30.
  2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include but not necessarily be limited to:
    - a. Hospital room and board and miscellaneous costs
    - b. Out-patient benefits
    - c. Laboratory fees, diagnostic expenses, and therapy treatments.
    - d. Maternity costs
    - e. Surgical costs

(Continued)

ARTICLE XVIII - INSURANCE PROTECTION (continued)

f. Major-medical coverage

- B. The Board will make provisions for continuance of Major-Medical insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, the cost to be borne by the retired person.
- C. When available the Board will provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
- D. The Board will provide for continuance of payroll deductions for the tax-sheltered annuities which are now approved.

ARTICLE XIX

DEDUCTION FROM SALARY

When requested, such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15. 9e) and under rules established by the State Department of Education.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, then this Agreement, during its duration shall be controlling.
- D. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. Expense of the printing shall be shared equally by the Board and the Association.
- E. Whenever any notice is required to be given by either or the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so with

continued

ARTICLE XX - MISCELLANEOUS PROVISIONS (continued)

written notice at the following addresses:

1. If by Association, to: The Board of Education  
Watchung School  
North Plainfield, N.J.
2. If by Board, to: North Plainfield Education Assn.  
North Plainfield High School  
North Plainfield, N.J.  
or  
J. M. Howie, President  
R. D. #2, Lebanon, N.J.

## ARTICLE XXI

LONGEVITY PAY

At the discretion of the superintendent and the Board the sum of \$250.00 will be added to the salary of all certificated personnel who have completed twenty (20) years of service within the North Plainfield School System. Up to four years of military service subsequent to employment in North Plainfield Public Schools will be counted toward longevity pay.

## ARTICLE XXII

COACHING, INTRAMURALS, AND EXTRA-CURRICULAR SALARIES

We propose that, due to the immensity of the problem of pay for coaching, intramurals, and extra-curricular activities, this problem be handled, as in the past, by the Board of Education for the school year 1969-1970.

We further propose that there be a joint Board and Teacher Committee formed to study this problem and make recommendations for the year 1970-71.

## ARTICLE XXIII

DURATION OF THE AGREEMENT

This agreement shall be effective as of July 1, 1969, and continue in effect until June 30, 1970. Negotiations will commence no later than October 1 of each year for each successive agreement.

This agreement shall not be extended orally and it is expressly understood that it shall expire on date indicated unless extended by mutual agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written above.

NORTH PLAINFIELD BOARD OF EDUCATION

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary

NORTH PLAINFIELD EDUCATION ASSOCIATION

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary

SCHEDULE I OF SALARY POLICY

For Teachers who are employed for ten months in each fiscal year.

SCHEDULE I

Teacher Salary Schedule to Become Effective July 1, 1969,  
Expressed in Dollars per School year

Years of Accredited Experience	Non-Degree	Bachelor's Degree	Master's Degree	Master's Degree Six-Year Level
0	\$6540	\$7000	\$7500	\$8030
1	6840	7322	7845	8400
2	7140	7644	8190	8770
3	7440	7966	8535	9140
4	7740	8288	8880	9510
5	8040	8610	9225	9880
6	8340	8932	9570	10250
7	8640	9254	9915	10620
8	8940	9576	10260	10990
9	9240	9898	10605	11360
10	9540	10220	10950	11730
11	9840	10542	11295	12100
12	10140	10864	11640	12470
13	10440	11186	11985	12840
14	10740	11508	12330	13210
15	11040	11830	12675	13580

SCHEDULE II OF SALARY POLICY

The salary schedules for each of the following twelve-month positions shall be obtained by multiplying the amounts shown in Schedule I by the numbers shown opposite the respective titles listed below:

	<u>Ratio</u>
Superintendent of Schools	2.0000
High School Principal	1.6667
High School Vice Principal	1.3750
High School Guidance Director	1.2000
High School Assistant Principal	1.2500
Elementary School Principal	1.3750
Chief School Psychologist	1.3333

The salary schedule for any employee in Schedule II shall be obtained by applying the ratio shown to the scheduled salary of a teacher having equivalent education and experience.



SCHEDULE III OF SALARY POLICY

The salary schedule for Psychiatric Social Workers who work ten months per fiscal year shall be obtained by multiplying the amount shown in Schedule I for a teacher having equivalent education and experience by the ratio 1.2000.

APPLICATION OF ACCREDITED EXPERIENCE

Full credit will be granted for the first nine years of acceptable teaching experience in other schools. Half credit will be granted for the next six years of acceptable teaching experience in other schools.

A new employee shall be granted not more than three years of credit for military service. This shall be on the basis of full credit, year for year, with a year of military service being defined as twelve months. This credit shall be subject to the rules which apply to credit for teaching in other schools.

No teacher may be initially employed at a salary higher than that provided for twelve years of accredited experience.

TEACHER

As used in this policy, the word teacher shall include any full-time member of the professional staff, the qualifications for whose office, position, or employment are such as to require him to hold an appropriate certificate issued by the State Board of Examiners in full force and effect in this State.

NORTH PLAINFIELD BOARD OF EDUCATION

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary

NORTH PLAINFIELD EDUCATION ASSOCIATION

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary