

Agreement

between the

WESTFIELD EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF WESTFIELD

County of Union, New Jersey

July 1, 2005 – June 30, 2008 **TABLE OF CONTENTS**

AGREEMENT	1
RECOGNITION	1
NEGOTIATION PROCEDURE	2
GRIEVANCE PROCEDURE	3

TEACHER RIGHTS AND RESPONSIBILITIES	7
ASSOCIATION PRIVILEGES	8
TEACHER WORK YEAR.....	9
TEACHING HOURS AND TEACHING LOAD	10
PARENT TEACHER CONFERENCES.....	13
TEACHER EMPLOYMENT	14
TRANSFERS AND REASSIGNMENTS	15
TEACHER EVALUATION	16
TEACHER-ADMINISTRATION LIAISON.....	16
INSTRUCTIONAL COUNCIL	17
SICK LEAVE.....	18
PERSONAL LEAVE.....	18
EXTENDED LEAVES	20
TEACHER FACILITIES	24
SALARIES	25
DEDUCTIONS.....	29
REPRESENTATION FEE	29
TRAVELING TEACHER EXPENSES	31
INSURANCE	32
TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT.....	38
SABBATICAL LEAVE	42
MISCELLANEOUS PROVISIONS	45
ATHLETIC TRAINER.....	47
DURATION OF AGREEMENT.....	48
Salary Guide for Teachers and Nurses 2005-2006.....	A-1
Salary Guide for Teachers and Nurses 2006-2007.....	A-2
Salary Guide for Teachers and Nurses 2007-2008.....	A-3
Salary Guide for Co-Curricular Activities for 2005-2006, 2006-2007, 2007-2008	B
Coaches Salary Schedule 2005-2006	C-1
Coaches Salary Schedule 2006-2007	C-2
Coaches Salary Schedule 2007-2008	C-3

AGREEMENT

This Agreement made the 8th day of March, 2005, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board") and the Westfield Education Association, having its principal office at 100 Quimby Street, Westfield, Union County, New Jersey (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.).

NOW, THEREFORE, it is agreed as follows:

ARTICLE I RECOGNITION

A. The Board's Status

The Association does hereby recognize the Board as the public agency charged by the Legislature under the mandate of the Constitution, with the management in the School District of the Town of Westfield of a thorough and efficient system of free public schools.

The Board hereby retains and reserves unto itself, without limitations, other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

In accordance with applicable laws and regulations, the Board specifically reserves the following rights, as they affect members of the bargaining units:

1. The right to direct employees of the School District;
2. To maintain efficiency of the School District operations entrusted to them;
3. To hire, promote, transfer, assign and retain employees in positions in the School District; and
4. To suspend, discharge or take other disciplinary action.

B. Recognition of the Association

1. The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the public school teachers of the Westfield Public Schools.
2. The appropriate bargaining unit of the Westfield Education Association shall be comprised of the following personnel: computer teachers, classroom teachers, library/media specialists (elementary and secondary), supplemental teachers, enrichment teachers, reading specialists, speech specialists, learning disabilities specialists, special education teachers (trainable, educable, neurologically and perceptually impaired), resource room teachers, nurses, physical therapists, social workers, guidance counselors, psychologists, basic skills teachers, ESL teachers, student assistance counselor and athletic trainer (hereinafter collectively referred to as "Teachers").
3. The unit excludes the following personnel, assistant superintendents, coordinator of elementary education, principals, assistant principals, supervisors, director of athletics, all noncertificated personnel and all certificated personnel not under contract.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, to reach agreement on all matters concerning the terms and conditions of Teachers' employment.
- B. 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.

ARTICLE III GRIEVANCE PROCEDURE

- A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to either the interpretation and application of the rules, regulations and policies of the Westfield Public Schools, or the provisions of this Agreement. The purpose of this grievance procedure is to secure, at the lowest possible level, a resolution of grievances which may from time to time arise affecting the terms and conditions of employment of members of the bargaining unit. This grievance procedure is to be used for the settlement of grievances only and shall not be used as an instrument for negotiating changes in Board policy.

- B. A "Grievance" is a claim by a Teacher or the Association based upon an interpretation, application or violation of this Agreement or the rules, regulations and/or policies of the Westfield Public Schools, or based upon an administrative decision, affecting the terms and conditions of employment of a Teacher or a group of Teachers.

- C. Any Teacher may discuss informally any Grievance with any appropriate member of the school administration. The Teacher may meet with his/her department head, supervisor, assistant principal, or principal to discuss the Grievance. He/She may also use other professional staff members or Association representatives in endeavoring to satisfactorily resolve the Grievance.

- D. These Grievance procedures shall not apply in the following instances:
 - 1. A complaint regarding any matter as to which the Board does not have legal authority to act.
 - 2. Any matter as to which a statutory remedy is provided, exclusive of N.J.S.A. 18A:6-9.
 - 3. A complaint of a non-tenured Teacher by reason of his/her not being re-employed.
 - 4. A complaint of any Teacher by reason of appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or required.

- E. A Grievance, to be considered, must be initiated in writing as hereinafter provided within twenty (20) school days of its occurrence or within twenty (20) school days after the Teacher had knowledge of its occurrence.

- F. The aggrieved Teacher and the Association 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.
- G. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- H. An aggrieved Teacher may present his/her written Grievance and process it through Steps 1 and 2 of the grievance procedure by himself/herself, or, at his/her option, through a representative of the Association. Where an aggrieved Teacher is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the Association's views.
- I. In the event that a Grievance is not resolved informally as suggested by Section C, the following procedure will be followed and the forms developed by the Board and the Association will be used:

Step 1. The aggrieved Teacher shall file his/her Grievance with the supervisor or Administrator immediately concerned. The Grievance must be in writing, on the prescribed form, and the writing shall set forth all relevant facts known at that time, the specific contract clause, rule or regulation under which the Grievance has arisen, the date of the alleged Grievance, and relief sought. The Supervisor or Administrator immediately concerned shall render his/her decision in writing with the reasons within ten (10) school days after receipt of the Grievance.

Step 2. Upon receipt of such written decision, the aggrieved Teacher may, within a ten (10) school day period, submit the Grievance to the next level of authority. The person at the next level of authority below the Superintendent, where one exists, and staff members of his/her choosing may meet with the aggrieved Teacher and a representative of the Association within ten (10) school days after receipt of such a Grievance, and he/she shall render his/her decision in writing with reasons no later than ten (10) school days after such meeting or within ten (10) school days after receipt of the Grievance from the aggrieved Teacher if no meeting is held.

Step 3. In the event that the Grievance is not resolved at Step 2, or if no intermediate level of supervision exists, the Association may within ten (10) school days after receipt of the written decision at Step 2 (or at Step

1 where no intermediate level of supervision exists), submit to the Superintendent for review the Grievance, setting forth any additional relevant facts known at that time. The Superintendent, or his/her designee, in the absence of the Superintendent, and staff members of his/her choosing, shall meet with the aggrieved Teacher and a representative of the Association within ten (10) school days after receipt of the Grievance at Step 3. The Superintendent shall at such meeting discuss the Grievance and shall render his/her decision in writing with reasons no later than ten (10) school days after such meeting.

Step 4. In the event that the Grievance is not resolved at Step 3, the Association may, within ten (10) school days after receipt of such written decision, submit the Grievance to the Secretary of the Board for Board review of the decision of the Superintendent. The Superintendent shall immediately make available to the aggrieved Teacher copies of those documents and records dealing with the processing of the Grievance to that date. The Board or a committee thereof shall, within twenty (20) school days after receipt of the Grievance at Step 4, hold a hearing to be attended by the aggrieved Teacher and two (2) representatives of the Association. The Board or its designee shall invite to such hearing such person as it or its designee deems necessary and pertinent for the resolution of the Grievance. Either the aggrieved Teacher or the Board may cause a stenographic record to be made of said hearing at the expense of the party requesting it. The Board shall render a decision in writing within ten (10) days of the hearing.

Step 5. In the event that the Grievance is not resolved by the review of the Board as described in Step 4, the Association may elect to have the matter referred for arbitration by filing, within ten (10) working days of the date of decision at Step 4, written request for arbitration with the Public Employment Relations Commission, with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) days, they agree to designate the Public Employment Relations Commission to name the arbitrator, and to set dates directly with the arbitrator.

The award of the arbitrator shall be binding on the parties for Grievances concerning the express terms of this Agreement only and advisory for all other grievances.

In no event shall the award have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education.

The fees of the arbitrator and the expenses of the hearing and investigation shall be shared equally by the Board and the Association, but each party shall be responsible for its own expenses with respect to the hearing.

J. It is understood that an aggrieved Teacher or group of Teachers may withdraw a Grievance during or after any step in the procedure. In such event, the Association may continue to process the Grievance further.

K. Time Limits

Because it is important that Grievances be processed promptly, the time period provided for in each of the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement in writing. The Board and the Association shall make every effort to expedite the resolution of any Grievance pending at or near the end of a school year where the failure to resolve such Grievance prior to the end of the school year may adversely affect the aggrieved Teacher.

No Grievance shall carry over to the next school year. In order to be considered, a Grievance occurring at the end of a school year must be initiated within the time limits set forth in this procedure. After the close of the teacher work year, Board business office workdays shall be counted as school days. After the appropriate first step of the grievance procedure for a Grievance occurring at the end of a school year has been completed, either party shall be permitted to extend to the first five (5) days of the next school year the time limits for appeal to or response at the next step by written notification to the other party.

L. Group Grievance

Any Grievance which affects a group or class of aggrieved Teachers may be presented in writing by the aggrieved Teachers or by a representative of the Association to the next level of authority at Step 2 without first having been processed through the previous steps of the grievance procedure. Such group Grievances shall be initiated at Step 2 and thereafter in accordance with the procedures set forth above.

- M. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.
- N. 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.

**ARTICLE IV
TEACHER RIGHTS AND RESPONSIBILITIES**

- A. No Teacher shall be disciplined or reprimanded without just cause.
- B. All Teachers shall maintain the right and responsibility to determine grades and other evaluations of students in accordance with the grading policies of the Westfield Public Schools. No grade will be changed without the knowledge of the Teacher.
- C. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter of discipline which could adversely affect: 1) the continuation of that teacher in his/her office, position or employment; 2) or that teacher's salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.

A teacher will be advised by the applicable Administrator of his/her entitlement to have a representative present before any discussion with that Administrator on any matter which may adversely affect his/her employment.

- D. Nothing in this agreement shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey Statutes or regulations of the Commissioner of Education or applicable laws and regulations.
- E. In accordance with policy, whenever possible, parents should be directed by the Administration to address any concerns or issues to the teacher involved.

ARTICLE V
ASSOCIATION PRIVILEGES

- A. The Board agrees to make available all items of public information to the Association which it may from time to time request.
- B. The Association may have the use of school buildings for meetings to be held at reasonable hours upon proper application.
- C. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and Teacher's dining room. Copies of all materials to be posted on such bulletin board shall be given to the building principal, but no approval shall be required. All material placed on these bulletin boards shall either be signed or bear the Association's monogram.
- D. The Association shall have the privilege of using interschool mail facilities and school mailboxes for Association business.
- E. The President-elect of the Association shall, in writing, within ten (10) days of election, notify his/her building principal and the Superintendent of such election. The building principal, in working out schedules for the following year shall, if feasible, if the President is a member of an intermediate school or the high school staff, schedule the President's preparation period to coincide with the elementary lunch period. If the President teaches in grades 6 through 12, he/she will be released from all non-teaching assignments. If the President teaches in grades K through 5, his/her preparation time will be scheduled at the end of the school day, such time to be capable of being used for Association purposes. In addition the Association President, regardless of assignment, will be provided with two (2) one-half (1/2) days of release time per month, said half (1/2) days shall be selected by the President who shall give reasonable notice thereof to his/her Principal.
- F. A mailbox labeled "WEA" will be established at an appropriate location determined by the Superintendent in consultation with the President of the Association. The Board will, using said mailbox, forward to the Association copies of all written reports made by the Board or the administration to the public or any segment of the public.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and no other employee organizations.

ARTICLE VI TEACHER WORK YEAR

- A. 1. Beginning in 2003-04 the Teacher work year for Teachers assigned to Grades K-12 shall consist of 185 days: one (1) teacher preparation day before students enter, 181 student contact days, one (1) day at the end of the school year for the completion of administrative tasks and two (2) in-service days of six hour duration, which shall count toward the State's continuing education credits, if approved. One in-service day will be held on Columbus Day. The other in-service day will be determined by the Board. Make-up days will be included in the school calendar at the discretion of the Board.
- 2. The last two (2) student contact days for Teachers in Grades K-8 shall be early release days.
- B. The Teacher work year for Guidance Counselors shall consist of 5 work days before Teachers in grades 6-12 enter, 181 student contact-days, and five (5) work days after the last work day for Teachers in grades 6-12. Make-up days will be included in the school calendar at the discretion of the Board. Sick days may not be used in order to be compensated for the additional work days required herein.
- C. There shall be no increase in the length of the Teacher workday without negotiations.
- D. Prior to any decision by the Board to adjust the starting time of the teacher workday, the Association will be consulted.
- E. Prior to making recommendations to the Board for the school calendar, the Superintendent shall consult with the Association.
- F. The elementary and secondary work year shall end on the same day.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

- A. Each high school Teacher shall arrive in the building ten (10) minutes before the Teacher's first scheduled assignment, and shall normally remain for thirty (30) minutes after the Teacher's last scheduled assignment to assist students, meet parents and attend faculty and committee meetings.
- B. Each intermediate school Teacher shall arrive in the building fifteen (15) minutes before the Teacher's first scheduled assignment, and shall normally remain for twenty-five (25) minutes after school to assist students, meet parents and attend faculty and committee meetings.
- C. Each elementary school Teacher (grades K-5) shall be in his/her classroom five (5) minutes prior to the start of the students day and shall normally remain for twenty (20) minutes after the regular student dismissal time except on early student dismissal days when Teachers may be required to remain until the normal Teacher dismissal time.
- D. On school days immediately preceding the Thanksgiving, Christmas, winter and spring holidays or vacations, and on Fridays where the following Monday is a holiday, the Teachers' day in the high school shall end immediately following the Teachers' last scheduled assignments and the Teachers' day in the intermediate schools and the elementary schools shall end immediately following the regular student dismissal time. Teachers with afternoon duties are expected to supervise students at dismissal for fifteen (15) minutes after the students are dismissed except for those teachers with assigned duties for which compensation is provided per this agreement.
- E. The normal in-school work day for high school Teachers shall be seven (7) hours and eight (8) minutes which shall include a forty-three (43) minute duty-free lunch period and a forty-three (43) minute preparation period.
- F. The normal in-school work day for intermediate school Teachers shall be seven (7) hours and (12) minutes. Each period shall be of forty (40) minutes duration. During a normal full work week, intermediate school Teachers shall be afforded ten (10) preparation periods and five (5) duty-free lunch periods.
- G. The normal in-school work day for elementary Teachers (grades K-5) shall be six (6) hours and fifty (50) minutes which shall include five (5) hours and fifteen (15) minutes of instruction time, and a sixty (60) minute duty-free lunch period.

H. Elementary classroom Teachers (grades K-5) shall be excused from the classroom and afforded preparation periods during the regularly scheduled classes of special elementary Teachers (including art Teachers, music Teachers, librarians, and health and physical education Teachers, nurses, elementary computer Teachers), such guaranteed preparation time to total for each elementary classroom Teacher not less than thirty (30) consecutive minutes per day. The Board of Education will make reasonable efforts to provide each elementary classroom teacher one preparation period of not less than thirty (30) consecutive minutes on early release days.

Special elementary Teachers, as well as ESL Teachers, basic skills Teachers, reading Teachers and child study team members shall be excused from the classroom and shall be afforded at least thirty (30) minutes of preparation time per full work day. Whenever possible, such preparation time shall be scheduled in blocks of thirty (30) consecutive minutes.

Except in the case of emergencies, or when an elementary classroom Teacher and his/her principal have agreed otherwise, each elementary classroom Teacher's regularly scheduled preparation periods will be reserved for preparation time.

Special elementary Teacher substitutes and/or classroom Teacher substitutes will be sought by the District so that elementary classroom and/or special elementary Teacher's regularly scheduled preparation periods may be observed. In the event that a substitute cannot be found and, as a result, any such Teacher shall receive less than his/her guaranteed thirty (30) minutes of preparation time on a given day, said Teacher shall be paid for the loss only of his/her guaranteed preparation time at the rate of \$18.75 per thirty (30) minutes, it being understood (i) that payment for the loss of preparation time shall only be required when the Board fails to provide a substitute and not when guaranteed preparation time is lost due to a shortened school day or any special activity and (ii) that no payment shall be required in connection with the loss of non-guaranteed preparation time.

- I. Teachers may leave their buildings without requesting permission during their scheduled duty-free lunch periods provided that they sign out and in on appropriate forms in the main office of their respective buildings.
- J. Early shift Teachers in the high school who work periods 1 through 8 shall (when required to remain at school until after the 9th period for attendance at faculty meetings, departmental meetings, special services meetings, committee meetings and/or in-service meetings to be attended not only by the said Teachers, but also by late shift Teachers in the high school who work periods 2 through 9) be paid \$14.88. No payment need be made for attendance at the meetings themselves.

- K. Any Teacher, from any school, who volunteers for elementary school lunch-time supervision shall be compensated at the rate of \$18.15 for 2005-06, \$18.87 for 2006-07, \$19.63 for 2007-08 for each one-half (1/2) hour of such supervision.
- L. Any Teacher, from any school, who volunteers for elementary school early morning supervision of students from 8:20-8:40 a.m. and any Teacher who (in the absence of a sufficient number of volunteers) is assigned to such supervision, shall be compensated at the rate set forth in Schedule B.
- M. Beginning 2003-04, elementary school Teachers (grades K–5) shall be afforded one (1) early release day in the fall term which shall be for the purpose of providing additional preparation time. (Refer to Article XXIII D. Professional Development).
- N. Additional preparation time for elementary classroom Teachers (grades K-5) shall be afforded four (4) times per year, one (1) hour each marking period.
- O. Each traveling Teacher shall only be required to attend meetings at the building which has been designated as his/her home-base. Traveling teachers shall have a duty free lunch of at least forty (40) minutes continuous duration; 1 prep period; and 15 minutes travel time between worksites.
- P. Traveling Teachers shall be declared elementary, intermediate or high school Teachers for the purposes of scheduling.
- Q. In the event that a substitute cannot be found and, as a result, any Teacher of grades 6-12 is assigned to cover a class during his/her preparation period, said Teacher shall be compensated at the rate of \$25 per coverage, it being understood that payment for loss of guaranteed preparation time shall only be required when the Board fails to provide a substitute and not when a preparation period is lost due to a shortened day or any special activity.
- R. Any teacher in grades 9-12 who is scheduled to have six or more classroom preparations shall have no assigned homeroom or other non-teaching duties. This provision does not apply to ESL and other special teachers.
- S. Child Study Team/Special Services meetings shall be scheduled to minimize the loss of class or preparation time. Elementary schools should use floating substitute teachers or the meetings before or after school. First, intermediate schools and the High School should use duty periods or meetings before or after school. Second, they should use periods that are co-taught. Third, preparation periods should be used.

ARTICLE VIII PARENT TEACHER CONFERENCES

- A. Teachers in grades 1-5 (including ESL Teachers, basic skills Teachers and Teachers of special education youngsters) shall, during the period commencing with the opening of school and ending with the beginning of Christmas break (the Fall period), provide parent-teacher conferences to be held on the following days to be scheduled in the school calendar promulgated by the Board:
1. One (1) school day (an "Early Release Day") on which said teachers shall not be required to teach students after a four (4) hour session and on which said teachers shall after the completion of said four (4) hour session conduct parent-teacher conferences from 6 PM to 9 PM.
 2. One (1) school day (the "Early Release Day") on which said Teachers shall not be required to teach students after a four (4) hour session and on which said Teachers shall (after the completion of said four (4) hour session and one (1) hour duty-free lunch break) conduct parent-teacher conferences during the remainder of the in-school work day.
 3. On one (1) school day, full-time Kindergarten teachers will be provided release time in order to hold parent/teacher conferences.
- B. All classroom Teachers in grades K-5, (including ESL Teachers, basic skills Teachers, Speech Teachers, and Teachers of special education students) shall be responsible to attempt to schedule a conference with the parent(s) of each of the children in his/her class during the Fall Period. All other elementary Teachers (including art Teachers, music Teachers, health and physical education Teachers, nurses, librarians and elementary computer Teachers) shall, when specifically requested by a parent or another elementary Teacher, hold parent-teacher conferences during the Fall Period.

All conferences which are part of the Fall Period conference program shall be held, to the extent possible, on the Conference Day and/or the Early Release Day.

Special elementary Teachers (including art Teachers, music Teachers, health and physical education Teachers, nurses, librarians, and elementary computer Teachers) will be required to report to work on both the Conference Day and the Early Release day during regularly scheduled work hours.

- C. If any portion of the Fall Period conference program shall remain uncompleted after the Early Release Days, each classroom Teacher in grades K-5, (including ESL Teachers, basic skills Teachers, Speech Teachers and Teachers of special education students) shall complete the program at such times on such other work days as are scheduled between himself/herself and the affected parents, provided that such conferences do not interfere with Teachers' regular classroom responsibilities. Conferences shall be held between the opening of school and the beginning of Christmas break.
- D. Unless a parent-teacher conference has been scheduled, classroom Teachers in grades K-5 (including ESL Teachers, basic skills Teachers, Speech Teachers and Teachers of special education students) shall not be required to be present in school during the scheduled conference times on the Early Release Days. One of the current two four (4) hour days at the end of the elementary year will be used for the Early Release Day in A.1. The elementary and secondary teaching year will end on the same day.
- E. Nothing in this Article shall be construed to prevent parent-teacher conferences from being held, at the request of a parent, guardian or Teacher, at any time during the school year other than on the Conference Day or the Early Release Day.

ARTICLE IX TEACHER EMPLOYMENT

- A. By February 15, an overall list of Teachers, including tenured and non-tenured Teachers, shall be compiled and arranged in order of decreasing years of professional service in the Westfield Public Schools. The Association shall be provided with ten (10) copies and one (1) copy shall be provided in each building for perusal by any Teacher.
- B. Announcement of vacancies concerning positions that provide remuneration beyond that provided by the Teacher's Salary Guide shall be posted in all schools. Said notice shall be delivered to each school for posting on the same day and a copy placed in the Association's mailbox.
- C. Each mentor shall receive six hundred (\$600) dollars per year for either a first year traditional or alternate route teacher. Currently the Board is reimbursed by the state for these mentoring fees. These fees shall be adjusted proportionately to match the state's recommendations.

Should the state no longer reimburse the district for mentor fees, new teachers assigned a mentor shall have deducted from their paycheck starting in September or whichever is their first employment month fifty (\$50) dollars per paycheck until a total sum of the state's recommended mentoring fee has been deducted. The total amount of the fee shall be fully reimbursed by the Board to the provisional teacher in the first month of the teacher's tenure year.

- D. No teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher.
- E. All teachers, upon employment, shall receive a copy of the current Board of Education and Westfield Education Association Agreement.
- F. The Board shall provide training for all teachers who serve as mentors.

ARTICLE X TRANSFERS AND REASSIGNMENTS

- A. No later than May 10 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent through the Principal not later than May 25. Such a statement shall include, in order of preference, the grade and/or subject to which the Teacher desires to be assigned and the school or schools to which he/she desires to be transferred.
- B. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual Teacher shall be honored to the extent that the reassignment or transfer does not conflict with the instructional requirements and best interests of the school system. No such requests shall be denied arbitrarily or capriciously.
- C. When an involuntary transfer or reassignment is deemed advisable, a Teacher's area of competence, certification(s), major or minor field of study, length or service in the Westfield Public Schools, length of service in the particular school building and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, may be considered in determining which Teacher is to be transferred or reassigned.
- D. An involuntary transfer or reassignment shall be made only after a meeting between the Teacher involved and the immediate supervisor and/or any other

member of the Administrative staff. The Teacher may, at the Teacher's option, be accompanied at such meeting by a representative of the Association.

- E. If a Teacher in grades K-5 is reassigned to another building, that Teacher may report to work on a day during the summer which is mutually agreed upon by the Teacher and the building principal for the purpose of preparing a new classroom and will, in consideration thereof, be paid seventy eight (\$78) dollars for that day.

Review of individual documented time spent on moves for grades 6-12 will be at the discretion of the Superintendent of Schools, and will be reviewed on a case by case basis. Any compensation offered by the Westfield Board of Education to grade 6-12 teachers who move will not be considered precedent.

ARTICLE XI TEACHER EVALUATION

The procedures for teacher evaluation shall be those outlined in the manual entitled, STAFF EVALUATION SYSTEM, the provisions of which are incorporated by reference herein.

ARTICLE XII TEACHER-ADMINISTRATION LIAISON

- A. In September of each year, the Association shall select experienced Teachers as members of a Building Liaison Committee for each school building. Such Teachers shall have no less than three (3) full years of teaching experience, of which one (1) complete year must be in the Westfield Public Schools. Each such Committee shall meet with the building Principal and/or his/her designees at least five (5) times during the school year beginning in September, with not more than two (2) months elapsing between meetings. At least one (1) interim meeting shall be held between each of the five (5) scheduled meetings if requested by either party.

At the elementary school level, one (1) appointee shall be a primary Teacher (K-3) and the other an intermediate Teacher (4-5).

At the secondary level, the number of appointees shall be such that there be one (1) member for every twenty (20) Teachers or fraction thereof.

Areas for consideration shall be current school problems and practices.

The formation of these Building Liaison Committees shall in no way abrogate the privilege of any individual Teacher to consult directly with his/her building Principal on any matter.

- B. Five (5) representatives selected by the Association in September of each year for membership on a Superintendent's Liaison Committee shall meet with the other members of such Committee, including the Superintendent and his/her designee, totaling five (5) in number, to review and discuss current school district practices and concerns at least five (5) times during the school year beginning in September, with not more than two (2) months elapsing between meetings. At least one (1) interim meeting shall be held between each of the five (5) scheduled meetings if requested by either party.

Recommendations voted by a majority of the Superintendent's Liaison Committee shall immediately be forwarded to both the Association Executive Council and the Board for their reactions.

- C. Minutes of meetings of the Building Liaison Committee and the Superintendent's Liaison Committee shall be submitted to the Superintendent and the President of the Association not later than ten (10) school days following such meetings.
- D. The Superintendent and the President of the Association may jointly call a special meeting of the Superintendent's Liaison Committee and shall submit an agenda to Committee members so they may have sufficient time to study it prior to the meeting.

ARTICLE XIII INSTRUCTIONAL COUNCIL

The Instructional Council shall continue to function in the manner prescribed in the jointly adopted resolution of November, 1972, as amended by the December 11, 1975, memorandum of understanding.

**ARTICLE XIV
SICK LEAVE**

- A. Sick Leave is defined as a Teacher's absence from work because of his/her disability due to personal illness or injury.
- B. Sick Leave with full pay shall be allowed each Teacher for a minimum of fifteen (15) days in each contract year. A full year's allowance shall go into effect on July 1 of each year. Any portion of the fifteen (15) days not used will be cumulative. Written notification of accumulated sick leave must be reported by the Superintendent to each teacher by October 1.
- C. When a Teacher has exhausted the maximum number of Sick Leave days with full pay authorized under this Article, the Board may continue to pay such Teacher's salary less the pay of a substitute for such length of time as is determined by the Board in each individual case in accordance with the provisions of N.J.S.A. 18A:30-6. In the case of a Teacher for whom no substitute is employed, the Board shall determine the amount to be deducted in each individual case in accordance with the provisions of N.J.S.A. 18A:30-6. In instances of this nature, the Teacher must make written application through his/her supervisor or the Principal of his/her school.

**ARTICLE XV
PERSONAL LEAVE**

- A. Absence without salary deduction or charge against sick leave may be authorized as follows:
 - 1. For absence occasioned because an employee is quarantined for the sickness of another.
 - 2. For absence occasioned by an accident on the job.
- B. Absence without salary deduction or Charge against sick leave may, in the discretion of the Superintendent and with his/her approval, be authorized as follows:
 - 1. Up to six (6) days during each school year for the absence occasioned by the death of each parent, husband, wife, daughter, son, brother, sister or member of the Teacher's immediate household.

2. Up to three (3) days during each school year for absence occasioned by the death of each father-in-law, mother-in-law or grandparent.
3. Up to one (1) day during each school year for absence occasioned by the death of each aunt, uncle, brother-in-law, sister-in-law or friend.
4. Up to an aggregate of four (4) days during each school year for absence occasioned by the serious illness of any one or more of the following: husband, wife, daughter, son, father, mother, brother, sister, grandparent, father-in law, mother-in-law or member of the Teacher's immediate household.
5. Up to an aggregate of five (5) days for the adoption of a child.

C. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with his approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections A and B above. A personal emergency is defined as an unavoidable situation, involving absence during school hours which cannot be avoided without substantial hardship.

Unavoidable situations shall include house closings, court appearances, graduations and other personal business where absence during school hours cannot be avoided without substantial hardship. A Teacher shall submit, a written application (setting forth the personal emergency reasons for such leave) to his/her Principal or supervisor at least forty-eight (48) hours in advance of the leave. Where such advance written notice cannot be given, the Teacher shall, whenever possible, seek and receive the oral consent of the Superintendent or his/her assistant and shall, within two (2) school days after the Teacher's return to duty, submit the necessary written application referred to above. In the event that a Teacher does not wish the personal emergency reasons to be made public to any degree, the Teacher may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency Confidential". The Superintendent alone will know the reasons and shall destroy that section of the form containing reasons after his/her approval or denial of the application.

D. In the event that a Teacher is summoned for jury service while school is in session, the Teacher shall be required to file an application for an exemption under N.J.S.A. 2A:69-2(f). If the Teacher's application for an exemption is denied, the Board shall pay his/her salary in full for the days absent for jury service while school is in session.

- E. Personal leaves of absence without pay may, upon request and in the discretion of the Superintendent and with his/her approval, be granted where a Teacher is not, under Section C above, granted a personal leave of absence without salary deduction.
- F. Vacations, business trips, honeymoons and weddings for teachers employed by the district must be planned in accordance with holidays and school vacations when school is not in session. First year teachers who have made marriage and/or honeymoon plans prior to employment shall be granted personal absence without pay.

ARTICLE XVI EXTENDED LEAVES

A. Disability Leave

1. Any Teacher who experiences a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, or the like, shall be entitled to a paid or unpaid Disability Leave based upon such disability. In the event that said Teacher applies for a paid Disability Leave, such Disability Leave shall be chargeable to the accumulated sick leave account, if any, of said Teacher. If the accumulated sick leave account is or has been exhausted, the Disability Leave of absence shall, except as is otherwise provided for under Article XIV of this Agreement, entitled "Sick Leave," be without pay. All policies, practices, rules and regulations applicable to Teachers granted leave under Article XIV of this Agreement, entitled "Sick Leave," shall govern such Disability Leave. The period of disability related to pregnancy and childbirth for which a Teacher may use her accumulated sick leave shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery date or such different period of actual disability as shall be certified to the Board by the Teacher's physician.
2. All Teachers anticipating a long term disability shall notify their Principal of the condition expected to result in disability as soon as practicable, and shall submit to the Principal a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible, the physician's prognosis as to the anticipated duration of such disability.

3. The Board shall have the right to require any Teacher who has been on paid or unpaid Disability Leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall be confirmed by the Board medical inspector.
4. Whenever, in the opinion of the Board, the date of commencement of an unpaid Disability Leave and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board, if, in the opinion of the Board medical inspector, such change is not medically contraindicated.
5. Where an unpaid Disability Leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Teacher to the Board accompanied by written statement from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time; provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or the education of students and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically N.J.S.A. 18A:30-7.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a non-tenured Teacher a Disability Leave extending beyond the end of such work year. The period of an unpaid Disability Leave granted to a non-tenured Teacher shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.
7. Where a Disability Leave is for disability related to pregnancy, the pregnant Teacher applying for such leave under the provisions of this Section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.

B. Maternity/Paternity Leave

1. All Teachers requesting an unpaid Maternity/Paternity Leave under this Article without regard to a claimed present state of disability, shall (as soon as the pregnancy is medically confirmed) submit to the Principal a written request specifying the date (no earlier than five (5) months prior to the anticipated date of the birth of a child) on which he/she expects to commence said leave and the date on which he/she expects to return from said leave, which shall not be chargeable to said Teacher's sick leave account.
2. Whenever, in the opinion of the Board, the date of the commencement of the unpaid Maternity/Paternity Leave, and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board.
3. Where an unpaid Maternity/Paternity Leave has been approved, the commencement or termination dates thereof may be extended or reduced upon application by the Teacher to the Board, accompanied, where appropriate, by a written statement from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time, provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or with the education of students and, provided, further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.
4. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Maternity/Paternity Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a non-tenured Teacher a Maternity/Paternity Leave extending beyond the end of such work year. The period of an unpaid Maternity/Paternity Leave granted to a non-tenured Teacher shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.

5. A Teacher applying for a Maternity/Paternity Leave under the provisions of this Section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.

C. Child Rearing/Adoption Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) for adoption, or obtaining legal custody for a child under five, any Teacher shall have the right, upon application, to leave for the purpose of child rearing. Said Child Rearing/Adoption Leave shall be without pay. In any case where both parents of such child are Teachers in the Westfield Public Schools, only one (1) parent shall be entitled to such Child Rearing/Adoption Leave at any one time.
2. Application for Child Rearing/Adoption Leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated date of leave. Application for Child Rearing/Adoption Leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by a Teacher of a notice of such placement.
3. In the case of a Teacher who has been granted Disability Leave under the provisions of Section A of this Article, and who has applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.
4. Child Rearing/Adoption Leave shall be granted, upon application made therefore, for a period ending as of the date requested by the Teacher unless the date of return selected by that Teacher for the resumption of duties would substantially interfere with the administration of the schools or with the education of pupils. Such Child Rearing/Adoption Leave shall be automatically extended, in the case of tenured Teachers only, upon the request of a tenured Teacher, for one (1) additional work year. Such request by such tenured Teacher for an extension of such Child Rearing/Adoption Leave for such additional work year shall be made to the Superintendent in writing no later than the March 1st preceding the expiration of the first period thereof. Effective as of July 1, 1986, the Board will only be required, at its expense, to provide to Teachers on Child Rearing/Adoption Leave insurance benefits under Sections A, B, C and D of Article XXII of this Agreement for up to, but not more than, twelve (12) months following the commencement of such Child Rearing/Adoption Leave no matter when such Child Rearing/Adoption Leave commenced. The Board shall not be responsible, at its expense, to provide teachers insurance benefits during consecutive Child Rearing/ Adoption leaves of absences.

5. A Teacher may request early reinstatement, the granting of which shall be in the sole discretion of the Board.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or to extend a Child Rearing/Adoption Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its sole discretion, to grant to a non-tenured Teacher a Child Rearing/Adoption Leave extending beyond the end of such work year. The period of an unpaid Child Rearing/Adoption Leave granted to a non-tenured Teacher shall not be included in the minimum period required by Statute to attain tenure, and said Teacher shall not acquire tenure during such leave.

ARTICLE XVII TEACHER FACILITIES

- A. Each School building shall reserve for the Teachers a faculty room wherever possible. The use of this room for other than Teachers shall not be permitted unless no other suitable space or room is available. This room shall also be reserved for Teachers during their duty-free lunch period.
- B. A telephone will be furnished in each faculty lounge providing means for confidential teacher-parent communication. Personal toll calls will be billed to an individual Teacher's home phone or credit card.
- C. A Teachers' dining room or area will be provided in each school. In each elementary school, this area shall be the faculty room.
- D. The Board of Education shall provide safety clothing and/or protective eye devices for Teachers when required by Board of Education policy or standard safety practices. Selection of the appropriate safety equipment will be done in conjunction with respective department chairpersons.
- E. At the high school, parking space will be reserved for all Teachers requesting such space at the beginning of the school year.
- F. A serviceable desk, chair and filing cabinet shall be provided for the use of each Teacher regularly assigned to a single building. Special Teachers shall have these facilities where they are principally based.

ARTICLE XVIII SALARIES

A. Salaries

The salaries of Teachers shall be set forth in Schedules "A-1" ,"A-2" and "A-3" attached hereto and made a part hereof.

B. Pay Differential for Guidance Counselors, Child Study Team Members and Other Special Teachers

1. A Guidance Counselor shall receive a pay differential of five (5) percent above the appropriate step on the salary guide. Each Guidance Counselor who voluntarily works additional days beyond 195 days shall be paid at the rate of \$383 for 2005-06, \$398 for 2006-07, \$414 for 2007-08 for each additional day.
2. Each Teacher who is a member of the Child Study Team and who voluntarily works additional days beyond 185 days shall be paid at the rate of \$383 for 2005-06, \$398 for 2006-07, \$414 for 2007-08 for each additional day.
3. Any librarian or nurse who voluntarily works additional days beyond the 185 days shall be paid at the rate \$383 for 2005-06, \$398 for 2006-07, \$414 for 2007-08 for each additional day.

C. Extra Compensation for Extra Curricular Activities

The extra compensation to be paid Teachers for sponsoring extra curricular activities shall be as set forth in Schedule "B" attached hereto and made a part hereof.

D. Extra Compensation for Coaching Activities

The extra compensation to be paid to Teachers for coaching activities shall be as set forth in Schedules "C-1", "C-2" and "C-3" attached hereto and made a part hereof.

E. New Coaching and Extra Curricular Positions

Positions will be added to Schedules "B", "C-1", "C-2" and "C-3" in the following manner.

A committee consisting of three (3) Teachers, appointed by the President of the Association, and three (3) Administrators, appointed by the Superintendent, shall serve as a screening committee. All requests for the establishment of new positions in Schedules "B", "C-1", "C-2" and "C-3" shall be presented to this committee.

If recommended by this committee, the proposal shall be presented to the Principal of the involved school for his/her recommendation for approval or disapproval. The proposal, with the Principal's recommendation, shall be presented to the Superintendent. If approved by the Superintendent, the proposed new position shall be presented to the Board for its action.

The Teacher or Administrator proposing the new position shall be informed of the decision reached at each level of the above procedure.

After a Teacher has functioned in a new position approved by the Board for sixty (60) calendar days, the Association and the Board shall negotiate the salary for the new position. The results of the negotiation shall be retroactive.

F. Procedures for Advancement on Salary Guide, Withholding of Increases and Restoration of Increments

1. Progress along the pattern of increases shall be automatic unless the Board withholds all or any part of a Salary Increase (defined below) in accordance with the provisions of this Section F.
2. The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any part of a Salary Increase, defined as follows: (a) for any Teacher not at the maximum of any degree level of the Teacher Salary Guide, the annual increment and the negotiated salary adjustment, if any and (b) for any Teacher at the maximum of any degree level of the Teacher Salary Guide, the negotiated salary adjustment, if any.
3. In the event that the Board exercises its rights to withhold for inefficiency or other good cause any Salary Increase or portion thereof, the Board does hereby agree to employ the following procedures:
 - a. The immediate superior and/or the Principal shall not forward any recommendation to withhold a Teacher's Salary Increase or any portion thereof to the Superintendent later than April 15 of the school year preceding that in which such action would take effect. The immediate supervisor or Principal shall give to the Teacher against whom the recommendation shall be made written notice of the alleged cause or causes

- for the recommendation, in which event the Teacher may within five (5) school days request in writing an opportunity to meet with the immediate supervisor or Principal. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until five (5) school days after said meeting occurs.
- b. The Teacher may, during the five (5) school day period following the meeting with the immediate supervisor or Principal, request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until said meeting occurs.
 - c. Whenever the Superintendent recommends that the Board withhold a Salary Increase or portion thereof, the Teacher to be so deprived shall be given written notice of such recommendation.
 - d. If, following such recommendation by the Superintendent, such Teacher desires to pursue the matter further, arrangements shall be made to afford said Teacher reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Teacher must, within seven (7) calendar days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Teacher and the Board shall not constitute a plenary hearing.
 - e. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) calendar days after said meeting, give written notice of such action, together with the reasons therefore to the Teacher concerned.
4. A teacher may, after one year meet with the Superintendent to request that he recommend to the Board restoration of increment. The Superintendent may, at any time recommend to the Board of Education restoration of a teacher's increment. The Board of Education shall take action no later than sixty (60) days after the Superintendent's recommendation. If the teacher so requests, the Board shall grant the teacher a meeting in executive session. However, after four (4) years of the increment being withheld, the teacher shall be entitled to a Board hearing for restoration of increment.

G. Summer Pay

The pay for Teachers who are hired for any part of July and/or August, and whose pay for such work is based upon a percentage of the ten (10) month salary guide, shall be based upon a percentage of the ten (10) month salary guide for the following school year.

H. Payment for Unused Sick Leave

Each teacher who leaves the Westfield Public Schools after fifteen (15) or more years of service shall be entitled to payment for unused sick leave as follows:

1. If the resignation becomes effective as of June 30, the Teacher shall receive an amount equal to his/her number of unused accumulated sick leave days times the amount listed in the schedule below up to the maximums listed below.

	<u>Per Sick</u> <u>Day</u>	<u>Maximum</u> <u>Amount</u>
2005-06	(\$67)	\$9,000
2006-07	(\$67)	\$9,500
2007-08	(\$67)	\$10,000

2. If the resignation becomes effective as of any other day, the Teacher shall receive an amount equal to his/her number of unused accumulated sick leave days times the amounts listed in the schedule below up to the maximums listed below.

	<u>Per Sick</u> <u>Day</u>	<u>Maximum</u> <u>Amount</u>
2005-06	(\$33)	\$4,433
2006-07	(\$33)	\$4,679
2007-08	(\$33)	\$4,925

If a teacher with fifteen (15) or more years of service in the Westfield Public Schools dies while employed by the District, his/her estate shall receive the moneys provided under subsection 1 of this Section H.

3. Teachers may defer all or part of their payment to the January in the year following their retirement.

I. Crowd Control

Teachers who perform crowd control service for high school varsity athletic events shall be paid at the rate of \$29.30 for 2005-06, \$30.47 for 2006-07, \$31.70 for 2007-08 per event.

**ARTICLE XIX
DEDUCTIONS**

- A. Teacher may elect to have a portion of his/her salary deducted and forwarded to the County Educators Federal Credit Union, tax sheltered annuities offered by the Board and the Prudential Financial Educators Insurance Services, Inc.

With the exception of the County Educators Federal Credit Union, voluntary deductions for the various annuities will be subject to the open enrollment periods published by the Board at the beginning of each school year.

- B. Teachers may, at their option, elect to have direct deposits of their paychecks made to the financial institutions of their choice. Said institutions must be a member of a direct deposit system.

**ARTICLE XX
REPRESENTATION FEE**

A. Purpose of Fee

If a Teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement said Teacher will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to each of its own members for that membership year. The representation fee to be paid by each non-member will equal to eighty-five (85%) percent of said aggregate amount.

C. Deduction and Transmission Fee

The Board agrees to deduct from the salary of any Teacher who is not a member of the Association for the current membership year the full amount of the representation fee referred to in Section B above and promptly will transmit the installments so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Teacher during the remainder of the membership year in question. The deductions will begin in accordance with the billing sheets submitted to the Board by the New Jersey Education Association.

D. Termination of Employment

If a Teacher who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Teacher during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the new provisions of this Article, provided that:

- a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

- b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Board's attorney shall be provided copies of all documents presented in the dispute by all parties.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE XXI
TRAVELING TEACHER EXPENSES**

- A. Teachers who are regularly required by their Principals or supervisors to use their own automobiles in the performance of their duties shall be compensated according to the following procedure.
 - 1. Mileage from the first building location to the last building location of the day is to be indicated on a travel voucher form.
 - 2. Travel voucher forms are to be completed in detail and submitted to the Principals or supervisors at the end of each month for approval.
 - 3. Mileage is to be computed at the Internal Revenue Service rate per mile or, at the option of the Teacher, mileage can be paid according to the following schedule. The Teacher must exercise this option on or before September 15 and payment will be made on or before June 30th.

<u>Number of Days Travel Per Week</u>	<u>2005-06 Rate of Payment</u>	<u>2006-07 Rate of Payment</u>	<u>2007-08 Rate of Payment</u>
1	\$82.00	\$85.00	\$89.00
2	\$163.00	\$170.00	\$176.00
3	\$245.00	\$255.00	\$265.00
4	\$327.00	\$340.00	\$354.00
5	\$409.00	\$425.00	\$442.00

4. Payments on account of actual mileage will be made in January and June.
5. Teachers opting for the daily rate for mileage reimbursement may receive mileage reimbursement in addition to required travel to out-of-district placements more than 30 miles from Westfield or out-of-state.
6. Any teacher selecting payment from the above schedule shall provide their weekly travel schedule on the purchase orders for January and June payments to support such payment.

ARTICLE XXII INSURANCE

A. Health Insurance

POS

Effective July 1, 2002, the Board shall pay for all teachers and dependents, the full premium, less the employee contribution, for the Oxford Point of Service Plan (POS).

Teachers who enroll in the Oxford Point of Service Plan continue Delta Dental and Prescription Plans without charge.

Effective July 1, 2002, new employees shall be placed automatically in the Point of Service Health Insurance Plan. If they attain tenure, they shall be eligible to enter the indemnity plan on the same terms as other employees.

Indemnity Coverage

Effective July 1, 2002, eligible teachers who wish Oxford traditional indemnity coverage for health and major medical may enroll in that plan with a cost of \$600 per year.

Section 125 Plan

The Board has in place an IRC Section 125 plan for the purpose of implementing this provision.

B. Dental Insurance

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for Delta dental coverage, which will include the usual and customary rate for diagnostic and preventive services, and for Delta riders covering additional basic, periodontal services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500.00 per insured per year. Effective July 1, 2002 there shall be a per child lifetime maximum of \$1,500 for orthodontic services.

C. Major Medical Rider

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for the major medical rider covering catastrophic events with major medical deductible of \$200 per individual and \$400 per family.

D. Prescription Plan

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for prescription plan to be afforded by Horizon, which plan will provide for a co-pay of twenty five (25) dollars for non-generic prescriptions, ten (10) dollars for generic prescriptions and five (5) dollars for mail order services for maintenance prescription drugs.

E. Employee Assistance Program

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium less a per employee annual contribution of \$12 for an Employee Assistance Program (EAP) as detailed in the Priority Systems Proposal.

F. Coverage for Rehired Teachers

Any Teacher whose employment is terminated prior to June 30 and who is rehired by the Board prior to July 1, shall be entitled to have the coverage payments referred to in Sections A, B, C and D above, as may be applicable as of the July 1 in question, extended to cover July and August.

G. Coverage After Retirement

The Board agrees to permit each Teacher, who has retired from the Westfield Public Schools under the provisions of the New Jersey Teachers' Pension and Annuity Fund and is entitled to receive pension payments thereunder, to continue his/her participation in the insurance programs which are the subject of this article and

which are in effect as of the time of the Teacher's retirement from the Westfield Public Schools. In order for a Teacher to be so eligible to continue participation in said insurance programs after the Teachers' retirement, the Teacher must have retired after fifteen (15) or more years of service in the Westfield Public Schools and must, within thirty (30) days of retirement from the Westfield Public Schools, submit to the Board a request in writing for continued participation in said insurance programs. Each retired Teacher who participates in the insurance programs which are the subject of this Article, shall pay the cost for his/her participation, such payment to be made by semiannual installments paid in advance. Eligibility for participation in said health insurance programs shall cease immediately upon the attainment by the retired Teacher of eligibility to participate in Medicare or upon the Teacher's death.

H. Equivalency Coverage

Notwithstanding the provisions of Section A, B, C and D, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in any one or all of Sections A, B, C and/or D, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B, C or D be reduced in any way below the coverage provided for.
 2. There shall be no break or discontinuance in insurance coverage under Sections A, B, C and D.
 3. Any other provider of the insurance described in Sections A, B, C and D must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
 4. Any other provider of the insurance described in Sections A, B, C and D must have a reputation for making payments within a reasonable amount of time.
 5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in Subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III of this Agreement.
- I. Upon the death of a Teacher while employed by the Board, his/her dependents may, at their own expense, continue in the district-sponsored health benefits program for life.

J. Any staff member regularly employed at least twenty (20) hours per full work week shall receive the insurance coverage at Board expense per this article.

K. Voluntary Health Insurance Waiver

1. The Plan

Effective July 1, 2005, the district shall offer a voluntary health insurance waiver plan, or “opt-out” plan, provided that employees can demonstrate that they have alternative coverage for themselves and their dependents.

2. Payments Under the Plan

Employees who select the opt-out plan shall receive payments from the Board as follows:

Traditional Plan

Family:	\$2,500	Parent/child:	\$1,400
Husband/Wife	\$2,000	Individual:	\$1,000

POS Plan

Family:	\$1,800	Parent/child:	\$1,000
Husband/Wife	\$1,500	Individual:	\$ 700

Payments shall be made in semi-monthly installments for ten months (September through June).

3. Limitations on Plan Participation

The maximum number of employees who will be permitted to waive health insurance coverage may not exceed five (5%) per cent of all employees receiving benefits in any year. In the event that more than five (5%) per cent of insured employees seek to waive coverage, employees will be selected to participate in the waiver on a lottery basis.

4. Waiver Procedures

A waiver of health insurance form is available from the payroll office. This form shall be distributed to all employees by **June 1** and returned to the Payroll Office no later than **June 15**.

Election for the waiver of health insurance shall be made on an annual basis, subject to the 5% limitation set forth above, and such waiver shall be for only one (1) year. Election is voluntary and is renewable on subsequent application. Employees not re-electing the waiver shall be automatically re-enrolled in the district's health insurance plan upon completion of the necessary paperwork without penalty or restriction including but not limited to pre-existing conditions for themselves and eligible dependents. All employees shall have the option of considering the waiver each year of this agreement, subject to the terms of this provision.

5. Restoration of Benefits

During any time of the year in which the employee has elected to waive coverage, the employee shall be able to terminate the coverage waiver agreement and re-enroll in the district's insurance plan under the following conditions:

- a. Loss of spouse's employment
- b. Disability or death of spouse
- c. Divorce or legal separation
- d. Other life-altering event

Where applicable, domestic partner shall serve in place of spouse.

Re-enrollment shall be immediate without penalties or restrictions including, but not limited to, pre-existing conditions for the employee and eligible dependents. Enrollment shall be as if the waiver or coverage had not been elected.

Employees must notify the board in writing of their decision to terminate the coverage waiver and re-enroll in the district plan no later than thirty (30) days after the event causing such decision. Payment for the waiver in such instances shall be on a pro-rata basis.

6. Section 125 Plan

The Board has in place an IRC Section 125 plan for the purpose of implementing this provision.

L. Domestic Partner Health Insurance

The Board of Education through its collective bargaining agreement shall make health insurance available to its employees. The Business Administrator/Board Secretary shall act as the certifying agent in the administration of this program.

1. Domestic Partner Coverage

The Board of Education through its collective bargaining agreements shall make health insurance available to the domestic partners of employees. For the purpose of health insurance benefits, a Domestic Partner shall be defined as a person who:

- a. Shares the employee's permanent residence; and
- b. Has resided with the employee for no less than one (1) year; and
- c. Is no less than eighteen (18) years of age; and
- d. Is financially interdependent with the employee and has proven such interdependence by providing documentation of at least two (2) of the following ownerships:

Common ownership of real property or a common leasehold interest in such property; ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by the insurance carrier to be sufficient to establish financial interdependency under the circumstances of your particular case; and

- e. Is not a blood relative any closer than would prohibit legal marriage; and
- f. Has signed jointly a notarized Affidavit of Domestic Partnership.

In addition, the employee and the Domestic Partner will be considered to have met the terms of this definition as long as neither the employee nor the Domestic Partner:

- g. Has signed an Affidavit of Domestic Partnership or declaration with any other person within twelve (12) months prior to designating each other as Domestic Partners hereunder; or
- h. Is currently legally married to another person; or

- i. Has any other Domestic Partner, spouse, or spouse equivalent.
- 2. The employee and the Domestic Partner must have registered as Domestic Partners as required by the State of New Jersey where applicable. Domestic Partners are eligible for health insurance membership only at open enrollment. An Affidavit of Domestic Partnership must be submitted to the Payroll Office at the time of application for health insurance benefits.
- 3. Definition of Family
 Domestic Partner shall be treated the same as spouse in the definition of family for the purposes of the administration of sick leave, personal leave, extended leave, leaves of short duration and any other areas for which definition of family is a criteria.

**ARTICLE XXIII
 TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**

Contract provisions for out-of-district professional development activities cover under (A) and the district's tuition reimbursement program for graduate study and (B) non-credit professional training programs.

A. Tuition Reimbursement: Graduate Study

Tuition reimbursement is calculated per fiscal year. (July 1 to June 30)

District Cap – This is the total amount of money available for tuition reimbursement for all teachers for a given fiscal year.

Individual Annual Cap – The Individual Annual Cap is the amount of money available to each teacher for courses taken within a given fiscal year.

Individual Cumulative Cap - A teacher is allowed to add unused money from the previous year's Individual Annual Cap to the money available for the current year Individual Annual Cap.

<u>Year</u>	<u>District Cap</u>	<u>Individual Annual Cap</u>	<u>Individual Cumulative Cap</u>
2005-2006	\$205,000	\$1,600	\$3,100
2006-2007	\$215,000	\$1,700	\$3,300
2007-2008	\$225,000	\$1,800	\$3,500

Tuition reimbursement shall be awarded according to the following principles:

1. Only graduate credits taken during the current school year shall be eligible for reimbursement.
2. Prior approval for the course must be recommended by the building principal and supervisor and granted by the Superintendent of Schools on the prescribed form.
3. The course must be given for graduate level credit at a college or university accredited by the State of New Jersey.
4. Course work approved for tuition reimbursement must be directly related to the Teacher's work in the Westfield Public Schools and must be taken outside of school hours. Courses outside the Teacher's field may be taken with approval of the Superintendent for the purpose of earning new certification requested by the district.
5. Money for approved courses is encumbered for that fiscal year only. The Teacher shall receive tuition reimbursement encumbered funds upon the submission of an official transcript certifying completion and receipt of credit for the approved course. In addition to tuition, required course fees and the cost of required texts may be reimbursed upon submission of appropriate receipts from the total amount accumulated by the Teacher.
6. No tuition reimbursements will be made to a Teacher who has resigned or who will be on a leave of absence for any reason other than sabbatical.
7. Upon request, teachers will be notified of the amount of the tuition reimbursement money in their accounts on an annual basis.

B. Tuition Reimbursement: Non-credit Professional Training Programs

The Board and the WEA recognize that some noncredit professional training programs offer valuable alternatives to graduate courses for certain staff members.

Noncredit professional training programs on an approved list will be eligible for tuition reimbursement.

Undergraduate courses in technology will be eligible for tuition reimbursement.

In order to be added to the approved list, the noncredit program must be certified by a special Certifying Committee, and approved by the Superintendent.

The Certifying Committee shall be comprised of the WEA Co chair of the Professional Development Committee, one teacher at large appointed by the WEA President, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Human Resources and the Department Head or Supervisor from the field of study in question for special teachers and secondary teachers. The fifth committee person for elementary staff shall be an elementary principal.

To be certified, noncredit professional training courses must be academically rigorous, must involve sequential study, and must be more than three (3) days or a total of twenty (20) hours in duration. Conferences and/or training sessions associated with conferences will not qualify for certification.

Approval for tuition/fee reimbursement for a program on the approved list is not automatic. The same principles and procedures as those specified for tuition reimbursement for graduate credit courses must be followed. Only tuition, fees and texts directly related to the cost of the program will be eligible for reimbursement. Travel and living costs will not be paid out of tuition reimbursement funds.

To receive reimbursement for attendance at an approved noncredit professional training program, the teacher shall submit a certificate or letter from the sponsoring agency confirming completion of the course.

Money approved for reimbursement for "certified" programs shall be deducted from the same individual annual and cumulative amounts as specified under (A).

Undergraduate courses for additional teaching endorsements shall be approved for tuition reimbursement upon the recommendation of the Principal or Supervising Administration at the sole discretion of the Superintendent when there is a clear and apparent benefit to the school district.

C. Professional Conferences, Seminars and Workshops

1. Funds for professional growth through participation of Teachers in approved conferences, seminars and workshops shall be allocated by the Board in the following amounts for the sole use of Teachers:

<u>Year</u>	<u>Amount</u>
2005-2006	\$60,000
2006-2007	\$65,000
2007-2008	\$70,000

The funds shall be allocated on a per capita basis by the school or department which serves as the staff member's home base. Building principals or department supervisors shall recommend approval of conference/seminar/workshop attendance and the amount of funds to be considered. Requests shall be submitted to the Office of Human Resources for further consideration and approval. Distribution of the school's or department's allotment of available funds shall be made at that level.

Building Principals/District Supervisors shall approve Conference/Seminar/Workshop attendance and the amount of funds to be considered. Distribution of funds shall be made by the Office of Human Resources.

2. The Board will report to the Association at the end of each school year about the funds expended for professional improvement.

D. Professional Development:

1. In accordance with N.J.A.C. 6:11-13, the Association and the Board pledge to cooperate through the local district Professional Development Committee in forming the district professional development program in accordance with the standards established by the State Professional Teaching Standards Board and the Commissioner of Education. The program shall include, but not be limited to, some or all of the following annual opportunities following annual opportunities for each teacher:
 - a. One (1) full in-service workshop day of six (6) hours duration (Columbus Day).
 - b. Beginning in 2003-04 one full in-service workshop day of six (6) hour duration (date to be determined by the Board).
 - c. Professional days and college credits as presented elsewhere in this agreement.
 - d. District courses/programs planned outside of the teacher workday attended on a voluntary basis shall have eliminated any financial compensation or graduate course credit when the State's Continuing Education requirements take effect.

- e. In-district college/university graduate courses planned outside of the teacher workday, attended on a voluntary basis, without financial compensation which may be taken for graduate credit in compliance with the district tuition reimbursement program.
2. The district will maintain a record of the number of hours of State approved continuing education credits completed by each teacher and provide each teacher and supervisor with an accounting of accumulated credits on an annual basis no later than April 1. Any discrepancies between the district and a teacher's records should be noted within thirty (30) days of receipt of the Board's records.
3. All of the above is subject to N.J.A.C. 6:11-13 and amendments.

ARTICLE XXIV SABBATICAL LEAVE

A. General

Sabbatical Leave is designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, Sabbatical Leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

The policy of granting Sabbatical or Professional Leaves of Absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, shall an application for such leave be recommended by the Superintendent or approved by the Board unless in his/her or its considered judgment the professional competence of the Teacher and the general efficiency of the school system will thereby be benefited.

The best criterion for judging a particular request for Sabbatical Leave is whether, in the long run, it will contribute to the improvement of the teaching service.

B. Eligibility

Any Teacher who has completed seven (7) or more successive years of satisfactory service in the Westfield Public Schools may, upon recommendation of the Superintendent, be granted leave of absence for one (1) or two (2) semesters for study or travel on a full-time basis, either or which shall be directly connected with his/her

work in the Westfield Public Schools. The effective date of second semester Sabbatical Leaves will be February 1, whether or not this coincides with the actual second semester changeover. A subsequent Sabbatical Leave will not be authorized for a Teacher unless and until he/she shall have reestablished eligibility by serving another period of seven (7) or more successive years of successful service.

C. Number of Leaves Authorized

No more than eleven (11) teachers shall be granted Sabbatical Leave for the same semester.

D. Applications for Leave

1. Application for Sabbatical Leave shall be made on or before November 15 of any year. If approved, such leave shall become effective at the beginning of either the first or second semester of the year immediately following.
2. Application shall be made upon a regular blank form prescribed by the Superintendent, and shall set forth a program or itinerary to be followed by the Teacher during the period of the leave.
3. In recommending Sabbatical Leaves of Absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of Sabbatical Leaves among the different schools and departments. A limit for any one (1) faculty is established as follows: five (5%) percent for each secondary school per year; ten (10%) percent for each elementary school per year; ten (10%) percent for special services and special Teachers per year; and ten (10%) percent for nurses per year.
4. Each applicant shall be notified promptly in writing by the Superintendent of the decision of the Board concerning his/her application.

E. Subsequent Service

1. A Teacher to whom a Sabbatical Leave is granted shall hereby be deemed to have entered into a contract to continue in the service of the Board for a period of not less than two (2) years after the expiration of the Sabbatical Leave.
2. If a Teacher fails to so continue in service after a Sabbatical Leave, such Teacher shall repay to the Board a sum of money which bears the same ratio to the amount of salary received while on Sabbatical Leave as the unperformed part of the two (2) subsequent years of service bears to the two (2) years, unless such Teacher is

incapacitated, has been discharged, or has been released by the Board from this obligation for good and sufficient reasons approved by the Board.

F. Status of Tenure and Pension

The period of Sabbatical Leave shall count as regular service for the purpose of retirement. Contributions by the Teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

G. Illness or Accident

Should the program of study or itinerary being pursued by a Teacher on Sabbatical Leave be interrupted by serious accident or illness during such leave, such an interruption shall not constitute a breach of the conditions of such leave or prejudice the Teacher against receiving all the rights and privileges provided for under the terms of his/her Sabbatical Leave, provided that the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence and is subsequently furnished with satisfactory evidence thereof.

H. Forfeiture of Leave

If the Superintendent shall become convinced that a Teacher on Sabbatical Leave is not fulfilling the purpose for which the Sabbatical Leave was granted, he/she shall immediately report this fact to the Board and the Board may terminate the Sabbatical Leave as of the date of its abuse, after giving the Teacher an opportunity to be heard.

I. Sabbatical to Disability Leave

If a Teacher on Sabbatical Leave shall ascertain that he/she is disabled, he/she shall as soon as is practicable report this fact to the Superintendent. Such Teacher may be transferred from Sabbatical Leave to Disability Leave in accordance with, and subject to, the provisions of the Agreement regulating Disability Leave.

J. Return to Active Duty

1. A Teacher who has been on Sabbatical Leave for the first semester of any school year shall notify the Superintendent, on or before December 1 of that year, of his/her intention to return to duty the following semester. If leave has been granted for the second semester of the entire school year, the Teacher shall notify the Superintendent on or before April 1 of that year, of his/her intention to return to duty the following school year.

2. Failure of a Teacher on Sabbatical Leave to give such notification may be interpreted as indicating that such Teacher does not wish to retain a connection with the Westfield Public Schools.

K. Reinstatement

At the expiration of Sabbatical Leave, a Teacher, who has complied with Section J, shall be reinstated in the position held at the time such leave was granted, unless he/she shall agree otherwise or unless conditions arose during the term of the Sabbatical Leave which would have resulted in a change in the position of said Teacher had he/she remained in active service. As further condition of reinstatement, said Teacher shall present a written report to the Superintendent in which are stated the activities engaged in while on Sabbatical Leave and the subsequent benefits expected therefrom. If the Sabbatical Leave is taken during a first semester, such report is due by March 30 of the following semester, if the Sabbatical Leave is taken during the second semester or for the entire school year, such report is due by the following September 30.

L. Salary

1. The salary paid to a Teacher on Sabbatical Leave for a full year shall be one-half (1/2) of the salary to which he/she would have been entitled if not on leave, less the regular deductions for Government Income Tax and for the New Jersey Teacher's Pension and Annuity Fund as computed for all present entrants employed in the State.
2. Teachers receiving Sabbatical Leave for one (1) semester shall receive full pay, minus the regular deductions listed above.
3. Salary checks shall be issued in accordance with the salary schedule for all Teachers in the Westfield Public Schools.

**ARTICLE XXV
MISCELLANEOUS PROVISIONS**

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Teacher benefit existing prior to its effective date.

- B. If any provision of this Agreement, or any application of this Agreement to any Teacher or group of Teachers 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 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 provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. However, no provisions of Agreement shall be deemed vested in non-tenured Teachers' rights reserved to tenured Teachers.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Teachers, or in the application or administration of this Agreement, on the basis of race, creed, color, national origin, ancestry, age, sex, affectual or sexual orientation, marital status, familial status, atypical hereditary, cellular or blood trait, liability for service in the Armed Forces of the United States, handicap, or nationality as provided in the New Jersey Law Against Discrimination.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail sent to the following addresses:
1. If by Association, to the Board at 302 Elm Street.
 2. If by Board, to the Association at 100 Quimby Street.
- F. All openings for teaching positions in the Summer School shall be publicized by the Superintendent's Office. Teacher qualifications and length of service in the Westfield Public Schools will be considered.
- G. Summer school evaluation reports shall be placed in a separate file and not in a Teacher's personnel file.
- H. Members of the Association will be entitled to enroll their children in the Westfield Public Schools at no tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not require hiring additional staff. This provision will not require the Board to assume responsibility for out-of-district placements for special education purposes.

**ARTICLE XXVI
ATHLETIC TRAINER**

- A. All of the terms and conditions of this Agreement, except (i) those of ARTICLE VI relating to teacher work year, (ii) those of ARTICLE VII relating to teaching hours and teaching load, (iii) those of ARTICLE VIII relating to parent teacher conferences, (iv) those of Sections B, C, D, G and J of ARTICLE XVIII relating to salaries and (v) those of ARTICLE XXI relating to traveling teacher expenses, shall apply to the athletic trainer.

- B. The salary of the athletic trainer shall be set forth on the Teachers' salary guides and shall be set in accordance with educational degree and years of experience.

- C. The work year of the athletic trainer shall be from August 15 through the conclusion of the Spring athletic season.

- D. The work week and work day of the athletic trainer shall be Monday through Friday from 10:00 a.m. to the end of the afternoon session or athletic contest, except that the athletic trainer may be required to work on Saturdays, Sundays and holidays, and on evenings, when there are athletic events that require the athletic trainer's presence.

**ARTICLE XXVII
DURATION OF AGREEMENT**

The effective term of this Agreement shall be from July 1, 2005 to June 30, 2008.

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be signed by their proper officers the day and year above written.

ATTEST: WESTFIELD BOARD OF EDUCATION

_____ By: _____

ATTEST: WESTFIELD EDUCATION ASSOCIATION

_____ By: _____

WESTFIELD EDUCATION ASSOCIATION
Salary Guide for Teachers and Nurses
2005-2006

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master +30</u>	<u>Doctor</u>
1	49,653	52,453	54,969	57,878
2	49,953	52,753	55,269	58,178
3	50,253	53,053	55,569	58,478
4	50,653	53,453	55,969	58,878
5	51,153	53,953	56,469	59,378
6	52,019	54,819	57,373	60,280
7	52,332	55,128	57,722	60,629
8	52,772	55,496	58,318	61,243
9	53,287	56,034	58,873	62,012
10	54,894	57,853	60,931	64,112
11	56,289	59,338	62,491	65,804
12	58,120	61,259	64,523	67,904
13	59,498	62,738	66,101	69,578
O	61,653	65,034	68,551	72,181
N	63,350	66,731	70,248	73,878
M	64,895	68,276	71,793	75,423
L	67,711	71,092	74,609	78,239
K	67,711	71,092	74,609	78,239
J	67,711	71,092	74,609	78,239
I	67,711	71,092	74,609	78,239
H	69,211	72,592	76,109	79,739
G	71,001	74,382	77,899	81,529
F	72,001	75,382	78,899	82,529
E	74,187	77,718	81,383	85,182
D	76,833	80,547	84,405	88,394
C	79,288	83,188	87,235	91,423
B	81,813	85,884	90,112	94,488
A	83,302	87,474	91,807	96,295

\$700 longevity increase for Teachers with 15 years teaching in Westfield, but less than 20 years teaching in Westfield.

\$1,050 longevity increase for Teachers with 20 or more years teaching in Westfield.

WESTFIELD EDUCATION ASSOCIATION
Salary Guide for Teachers and Nurses
2006-2007

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master +30</u>	<u>Doctor</u>
1	51,453	54,253	56,769	59,678
2	51,753	54,553	57,069	59,978
3	52,053	54,853	57,369	60,278
4	52,453	55,253	57,769	60,678
5	52,853	55,653	58,169	61,078
6	53,353	56,153	58,669	61,578
7	54,219	57,019	59,573	62,480
8	54,532	57,328	59,922	62,829
9	54,972	57,696	60,518	63,443
10	55,487	58,234	61,073	64,212
11	57,094	60,053	63,131	66,312
12	58,489	61,538	64,691	68,004
13	60,320	63,459	66,723	70,104
P	62,816	66,056	69,419	72,896
O	64,971	68,352	71,869	75,499
N	66,668	70,049	73,566	77,196
M	68,213	71,594	75,111	78,741
L	70,829	74,210	77,727	81,357
K	70,829	74,210	77,727	81,357
J	70,829	74,210	77,727	81,357
I	70,829	74,210	77,727	81,357
H	72,329	75,710	79,227	82,857
G	74,119	77,500	81,017	84,647
F	74,919	78,300	81,817	85,447
E	77,105	80,636	84,301	88,100
D	79,751	83,465	87,323	91,312
C	82,007	85,907	89,954	94,142
B	84,532	88,603	92,831	97,207
A	86,021	90,193	94,526	99,014

\$700 longevity increase for Teachers with 15 years teaching in Westfield, but less than 20 years teaching in Westfield.

\$1,050 longevity increase for Teachers with 20 or more years teaching in Westfield.

WESTFIELD EDUCATION ASSOCIATION
Salary Guide for Teachers and Nurses
2007-2008

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master +30</u>	<u>Doctor</u>
1	53,333	56,133	58,649	61,558
2	53,633	56,433	58,949	61,858
3	53,933	56,733	59,249	62,158
4	54,333	57,133	59,649	62,558
5	54,733	57,533	60,049	62,958
6	55,199	57,999	60,553	63,460
7	55,799	58,599	61,153	64,060
8	56,499	59,299	61,853	64,760
9	56,899	59,699	62,253	65,160
10	57,499	60,299	62,853	65,760
11	57,999	60,799	63,353	66,260
12	59,374	62,333	65,411	68,592
13	60,770	63,819	66,972	70,285
Q	63,600	66,739	70,003	73,384
P	66,096	69,336	72,699	76,176
O	68,251	71,632	75,149	78,779
N	69,948	73,329	76,846	80,476
M	71,493	74,874	78,391	82,021
L	73,909	77,290	80,807	84,437
K	73,909	77,290	80,807	84,437
J	73,909	77,290	80,807	84,437
I	73,909	77,290	80,807	84,437
H	75,409	78,790	82,307	85,937
G	77,199	80,580	84,097	87,727
F	77,799	81,180	84,697	88,327
E	79,985	83,516	87,181	90,980
D	82,631	86,345	90,203	94,192
C	84,787	88,687	92,734	96,922
B	87,312	91,383	95,611	99,899
A	88,801	92,973	97,306	99,999

\$700 longevity increase for Teachers with 15 years teaching in Westfield, but less than 20 years teaching in Westfield.

\$1,050 longevity increase for Teachers with 20 or more years teaching in Westfield.