

4-0271
20-20

THIS BOOK DOES
NOT CIRCULATE

DIRECTOR OF PERSONNEL
WESTFIELD PUBLIC SCHOOLS
101 ELM STREET
WESTFIELD, NEW JERSEY

1971-72

A G R E E M E N T

between the

WESTFIELD EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF WESTFIELD

County of Union, New Jersey

1971-1972

This agreement made July 1, 1971, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey, hereinafter sometimes referred to as the "Board," and the Westfield Education Association, having its principal office at 113 Central Avenue, Westfield, Union County, New Jersey, hereinafter sometimes 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 303, Public Laws of 1968 (N.J.S.A. 34:13A-1 et seq.)

NOW, THEREFORE, it is agreed as follows:

ARTICLE I
RECOGNITION

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 School System.

The appropriate bargaining unit of the Westfield Education Association shall be composed of the following personnel: classroom teachers, department heads, special elementary teachers (art, music, physical education), librarians (elementary and secondary), reading specialists, speech specialists, learning disabilities specialists, special education teachers (trainable, educable, neurologically impaired), nurses, social workers, guidance counselors, and psychologists.

The unit excludes the following personnel: assistant superintendent, assistant business manager, director of personnel, coordinator of elementary education, assistant coordinator of elementary education, coordinator of secondary education, principals, assistant principals, supervisor of special services, supervisor of elementary physical education, health and safety, supervisor of elementary art, supervisor of health department, coordinator of music, audio-visual coordinator, and supervisor of boys athletics.

The unit shall also exclude the following: all non-certificated personnel and all certificated personnel not under contract.

ARTICLE II
NEGOTIATION PROCEDURE

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
FINANCIAL PROVISIONS

- A. The salary guide for teachers for the 1971-72 school year shall be as negotiated by the Board of Education and the Westfield Education Association and adopted by the Board on June 8, 1971.
The salary guide is set forth in Schedule A which is attached hereto.
- B. The salary guide for nurses for the 1971-72 school year shall be as negotiated by the Board of Education and the Westfield Education Association and adopted by the Board on May 4, 1971.
The salary guide is set forth in Schedule B which is attached hereto.
- C. The Board of Education agrees to provide full family coverage for Blue Cross, Blue Shield, Rider J. and Major Medical for all professional personnel.

- D. The special assignment fees shall be distributed according to Schedule C which is attached hereto.
- E. The salaries for coaches shall be paid in accordance with Schedule D which is attached hereto.
- F. Special grants shall be awarded in accordance with Schedule E which is attached hereto.
- G. The sabbatical leaves shall be granted in accordance with Schedule F which is attached hereto.
- H. A teacher may elect to have a portion of his salary deducted and forwarded to the Union County Teachers' Federal Credit Union in accordance with prior established procedure.

ARTICLE IV

PROCEDURE FOR TEACHER GRIEVANCES

- I. The Westfield Board of Education and the Westfield Education Association recognize that misunderstandings and disagreements may arise with respect to interpretation and application of rules, regulations and policies of the Westfield Public School System, duties and responsibilities of personnel, and the provisions of the Westfield Board of Education-Westfield Education Association contract.

The 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 of Education policy.

- II. Any teacher may discuss any matter informally with any appropriate member of the school administration. The teacher may meet with his department head, supervisor, assistant principal or principal to discuss the issue. He may also use other professional staff members in endeavoring to satisfactorily resolve the issue.
- III. If any teacher subject to this contract shall be agrieved by such misunderstanding or disagreement he shall be deemed to have a grievance which shall be resolved as herein set forth.

These procedures shall not apply in the following instances:

- A. A complaint will not be processed if it is beyond the scope of Board of Education authority, and no matter shall be considered a grievance for which a statutory remedy is provided, exclusive of NJSA 18A:6-9.
- B. A complaint of a non-tenure teacher by reason of his not being re-employed will not be considered.
- C. A complaint of any certificated personnel by reason of appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or required will not be considered.

A grievance, to be considered, must be initiated in writing as hereinafter provided within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the teacher had knowledge of its occurrence.

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 of Education until such grievances and any effect thereof shall have been fully determined.

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 Westfield Education Association or any other participant in the grievance procedure by reason of such participation.

- IV. An aggrieved teacher may present his written grievance and process it through the various steps of the grievance procedure by himself, or, at his option, through a representative selected by him. 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 his views.
- V. In the event that a grievance is not resolved informally as suggested by paragraph II, the following procedure will obtain:
- Step 1. The aggrieved teacher shall present his grievance in writing with reasons, to the supervisor or administrator immediately concerned, who shall render his decision in writing with reasons within five (5) school days after the receipt of the grievance.
- Step 2. Upon receipt of such written decision, the teacher may within a five (5) school day period submit a written request that the grievance be submitted 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 choosing may meet with the aggrieved teacher and his representative, if any, and a representative of the Association within five (5) school days after receipt of such written request, and he shall render his decision in writing with reasons no later than five (5) school days after such meeting or within five (5) school days after receipt of written request from the aggrieved if no meeting is held.
- Step 3. In the event that the grievance is not resolved at Step 2, the aggrieved teacher may, within five (5) school days after receipt of such written decision, submit to the Superintendent of Schools a written request for review of the grievance with a copy to the office of the WEA. The Superintendent, or his designate in the absence of the Superintendent, and staff members of his choosing shall meet with the aggrieved employee and his representative, if any, and a representative of the Association within ten (10) days after receipt of such written request. The Superintendent shall at such meeting seek to secure all information pertinent to the grievance and shall render his decision in writing 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 aggrieved teacher may, within five (5) school days after receipt of such written decision, submit to the Secretary of the Board of Education a written request for 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 of Education shall within fifteen (15) school days after receipt of such written request hold a hearing to be attended by the aggrieved teacher, his representative, if any, and representatives (2) of the Association. The Board will invite such persons as they deem 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 meeting at the expense of the party requesting it. The Board of Education shall render its decision in writing within fifteen (15) school days of the hearing.
- Step 5. The Board of Education has no further jurisdiction beyond the steps set forth above. However, in the event that the grievance shall remain unsolved after action by the Board of Education, the aggrieved party will so notify the Board within ten (10) working days. There remain then two more levels of referral:
- (a) The Commissioner of Education of the State of New Jersey
 - (b) The Civil Courts
- Procedures for referral here are established by the Commissioner's Office and by law, respectively.
- VI. It is understood that the aggrieved teacher or group of teachers may withdraw a grievance during or after any step in the procedure. In this instance the Association and/or a representative of the aggrieved cannot continue to process the grievance further.

- VII. Time Limits. Because it is important that grievances be processed promptly, the time periods provided for in the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement. The Board of Education 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.
- VIII. Group Grievance. Any grievance which is common among a group or class of aggrieved teachers may be presented in writing, by the aggrieved teachers or by a representative selected by them, 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 processed at Step 2 and thereafter in accordance with the procedures set forth above.
- IX. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.

ARTICLE V
TEACHER WORK YEAR

- A. There shall be no increase in the number of days that teachers are required to be in school when students are not present without negotiations.
- B. There shall be no increase in the length of the school day without negotiations.
- C. The Board and the Association shall arrive at a mutually satisfactory school calendar after due consideration and consultation with other interested parties for the school year 1972-73.

ARTICLE VI
TEACHING HOURS AND TEACHING LOAD

- A. Teachers are expected to be in their classrooms twenty minutes before the opening of school and to remain after school for such time as may be required to assist pupils and meet parents (normally 30 minutes) and to attend faculty and committee meetings. On days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day. Nurses may leave with teachers on days before holidays.

RELEASED TIME

- B. Kindergarten and first grade teachers will be granted one released time day per class taught prior to the end of December for holding parent conferences. Scheduling of dates and class coverage shall be determined by the school administration.
- C. It is recognized that regardless of the elementary teacher's competence to teach special subject areas such as art, music, library, health and physical education, he should be thoroughly versed in the curricula at his grade level. Upon achieving tenure status elementary teachers may be excused from the classroom during the regularly scheduled visits of special teachers, subject to the principal's reasonable determination. Such time shall be utilized for those professional activities dealing with his work in the Westfield public schools.

ARTICLE VII

TEACHER EMPLOYMENT IN SUMMER SCHOOL

All Board of Education openings for teaching positions in the summer school shall be publicized by the Superintendent's office. Teacher qualifications and length of service in Westfield will be considered.

ARTICLE VIII

TEACHER-ADMINISTRATION LIAISON

- A. In September of each year the Association shall select tenure teachers as members of a Liaison Committee for each school building. This Committee shall meet with the building principal and/or his designees at least once a month during the school year.

At the elementary school level one appointee shall be a primary teacher (K-3) and the other an intermediate teacher (4-6).

At the secondary level the number of appointees shall be such that there be one member for every 20 teachers or fraction thereof.

Areas for consideration shall be review of current school problems and practices.

This Committee in no way abrogates the privilege of any individual teacher to consult directly with the building principal on any matter.

- B. The Association's representatives [five (5)] shall meet with the Superintendent and/or his designees at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- C. Minutes of building and Superintendent's Liaison Committees shall be submitted to the Superintendent and the President of the Association not later than three school days following such meetings.
- D. In the event of an emergency, the Superintendent and the President of the Association jointly may call a special meeting of the committee, and shall submit an agenda to committee members so they may have sufficient time to study it prior to the meeting.

ARTICLE IX

PROFESSIONAL IMPROVEMENT

A program for professional growth shall be implemented for the year 1972-73 through participation of teachers in approved professional conferences. Funds shall be allocated by the Board.

ARTICLE X

TEACHER EVALUATION

Evaluation of teaching performance shall include the following:

- A. Tenure teachers shall be observed a minimum of one (1) entire class period per year. Non-tenure teachers shall be observed a minimum of three (3) times per year.

- B. Observation for purposes of teacher evaluation shall be by the principal, assistant principal, supervisor or department chairman.
- C. A formal observation will be followed by a conference with the evaluator during which any written summary of the teacher's performance will be read and signed by the teacher who may add written comments to the summary at this time if he so wishes.
- D. Each teacher shall also have an end of year conference with his principal or supervisor. This conference may include a written summary witnessed by the teacher.

This article in no way abrogates the existing procedures in the "Staff Rating and Evaluation Manual" except as indicated above in (A) and (C).

ARTICLE XI

MISCELLANEOUS PROVISIONS

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.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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 provision of this contract shall be deemed to vest in non-tenure teachers' rights reserved to tenure teachers.

Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed, the cost to be borne equally by the Board of Education and the Westfield Education Association.

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 letter at the following addresses:

1. If by Association, to Board at 305 Elm Street.
2. If by Board, to Association at 113 Central Avenue.

ARTICLE XII

Provided that the Association is recognized as the exclusive representative for collective negotiations for the public school teachers of Westfield for the year 1972-73 in accordance with the provisions of the Employer-Employee Relations Act, Chapter 303, Public Laws of 1968 (N.J.S.A. 34:13A-1 et seq), the parties agree that negotiations of a successor contract shall commence on or about November 1, 1971.

ARTICLE XIII

DURATION OF AGREEMENT

This agreement shall remain in effect until June 30, 1972.

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

WESTFIELD EDUCATION ASSOCIATION
 By _____ President
 Attest _____ Secretary

WESTFIELD BOARD OF EDUCATION
 By _____ President
 Attest _____ Secretary

SCHEDULE A

SALARY SCHEDULE FOR TEACHERS 1971-72

<u>Steps</u>	<u>*Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Doctors Degree</u>
1	\$ 8100	\$ 8900	\$ 9700	\$10500
2	8300	9100	9900	10700
3	8500	9400	10200	11000
4	8800	9700	10500	11400
5	9100	10000	10800	11900
6	9400	10350	11250	12400
7	9750	10700	11800	12900
8	10100	11050	12200	13400
9	10500	11500	12700	13900
10	10900	12000	13200	14400
11	11400	12500	13700	14900
12	11900	13000	14200	15400
13	12450	13600	14800	16000
14	13000	14200	15400	16600
15	13700	14900	16100	17300

*Teachers with no degree shall be paid \$200 less than those with the same years of experience on the Bachelor's level.

\$500 longevity increase for teachers with 20 or more years teaching in Westfield.

\$200 longevity increase for teachers with 15 years teaching in Westfield, but less than 20 years teaching in Westfield.

SCHEDULE B

SALARY SCHEDULE FOR NURSES 1971-72

<u>Steps</u>	<u>Registered Nurse</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>
1	\$ 7495	\$ 7695	\$ 8455
2	7685	7885	8645
3	7875	8075	8930
4	8160	8360	9215
5	8445	8645	9500
6	8730	8930	9835
7	9065	9265	10165
8	9395	9595	10500
9	9775	9975	10925
10	10155	10355	11400
11	10630	10830	11875
12	11105	11305	12350
13	11630	11830	12920
14	12150	12350	13490
15	12815	13015	14155

\$500 longevity increase for nurses with 20 or more years in Westfield Public Schools.

\$200 longevity increase for nurses with 15 years or more, but less than 20 years in Westfield Public Schools.

SCHEDULE C

SPECIAL ASSIGNMENTS SCHEDULE 1971-72

<u>Position</u>	<u>1971-72 Salary</u>	<u>Number of Positions</u>
Class Advisors		
Senior	\$420	1
Junior	315	1
Sophomore	260	1
Ninth Grade	185	2
Eighth Grade	130	2
Seventh Grade	130	2
Treasurer-Student Activities		
Senior High	710	1
Edison	340	1
Roosevelt	340	1
Yearbook		
Senior High	710	1
Edison	160	1
Roosevelt	160	1
Art - Senior High	210	2
Drama - Senior High	260 (\$130 per production)	1
Audiovisual		
Senior High	210	1
Edison	160	1
Roosevelt	160	1
Drama		
Edison	210 (\$105 per production)	1
Roosevelt	210	1
Musicals - Junior High	105	4
Lighting		
Senior High	160	1
Edison	105	1
Roosevelt	105	1
Band - Senior High	315	1
Student Council		
Senior High	420	1
Edison	185	1
Roosevelt	185	1
Fashion - Senior High	130	1
Newspaper		
Edison	185	1
Roosevelt	185	1

SCHEDULE C (continued)

<u>Position</u>	<u>1971-72 Salary</u>	<u>Number of Positions</u>
Intramurals - Girls		
Senior High	370	4
Edison	370	2
Roosevelt	370	2
Intramurals - Boys		
Senior High	210	3
Edison	210	2
Roosevelt	210	2
Detention		
Senior High	210	1
Edison	130	1
Roosevelt	130	1
Vocal Music - Senior High	130	1
Twirling Sponsor	105	1
School Store		
Edison	130	1
Roosevelt	130	1
Safety Patrol (Elementary)	100	10
Saturday Science-Senior High	800	1
Department Heads		
Senior High		
Math	800	1
History	800	1
Language	800	1
Science	800	1
Industrial Arts	800	1
English	800	1
Business Education	800	1
Edison		
English	800	1
Social Studies	800	1
Math	800	1
Science	800	1
Language	800	1
Practical Arts	800	1
Roosevelt		
English	800	1
Social Studies	800	1
Math	800	1
Science	800	1
Language	800	1
Practical Arts	800	1

SCHEDULE D

COACHES – MERIT GUIDE – 1971-72

<u>Senior High School</u>	1	2	3	4	5	6	7	8	9	10	Above 10 Yrs.
Football – Head	1390	1445		1550		1660		1765		1925	2020
Assoc.	855	910		1015		1125		1230		1390	
Varsity – Asst.	640	670		695		750		805		910	
JV – Asst.	430	480		590		640		750		855	
JV – Asst.	430	480		590		640		750		855	
Soccer – Head	640	670		695		750		805		855	
Asst.	375	400		430		480		535		590	
Asst.	375	400		430		480		535		590	
Track – Head	640	670		695		750		805		855	956
Asst.	375	400		430		480		535		590	
Asst.	375	400		430		480		535		590	
Cross Country	430	455		480		535		590		640	672
Indoor Track	430	455		480		535		590		640	672
Basketball – Head	855	910		1015		1125		1230		1400	
Asst.	535	560		590		640		695		750	
Baseball – Head	640	670		720		775		830		910	
Asst.	480	510		590		640		695		750	
Wrestling – Head	640	670		720		775		855		965	1120
Asst.	375	400		430		480		535		590	
Asst.	375	400		430		480		535		590	
Swimming	535	560		615		670		750		855	955
Golf	320	330		355		375		395		430	470
Tennis	320	350		375		430		480		535	
Cheerleaders	375	400		455		510		535		560	
Trainer	1285	1340		1445		1550		1660		1820	1995
<u>Junior High School</u>											
Football – Head*	535	560		590		640		695		750	955
Asst.*	375	400		430		480		535		590	
Asst.	375	400		430		480		535		590	
Asst.	375	400		430		480		535		590	
Soccer	375	400		430		480		535		590	
Track	375	400		430		480		535		590	
Basketball – Head	480	510		590		640		695		750	
Asst.	375	400		430		480		535		590	
Baseball	430	455		480		535		590		640	
Wrestling	375	400		455		510		560		615	
Cheerleaders	105	120		140		160		180		215	

**In charge of athletic equipment*

Merit is the basis for all increases

New coaches entering the Westfield Public Schools may be placed at the appropriate step of the guide by the Board of Education.

SCHEDULE E

SPECIAL GRANTS

SCHOOL YEAR 1972-73

The program for special grants is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While the grants are not awarded as a reward for past accomplishments, it is understood that satisfactory service is a prerequisite.

A teacher with three or more years of continuous service in the Westfield Public Schools may apply each year to the Superintendent of Schools for a grant not to exceed \$225 to meet reasonable travel or other expenses incurred outside school hours in connection with courses of study directly related to his or her work in the Westfield Schools. These grants shall be awarded according to the following principles.

1. The teacher must submit through the Principal to the Superintendent of Schools a detailed outline of the purpose for which the grant is to be expended. This purpose must be directly connected with the work of the teacher. If the proposed program is approved by the Principal and Superintendent, it is then brought to the attention of the Board of Education for approval.
2. Applications must be submitted not later than November 15, of the year preceding the one in which the grant is to be expended.
3. The teacher shall submit an official transcript to his Principal for each course completely or partially funded under these provisions.
4. These grants may be accumulated to a maximum of \$675; at such time no further accumulation is possible until at least \$100 of the grant shall have been expended for an approved purpose.
5. It is required that those awarded such grants not expend them unless they plan to spend the subsequent year teaching in Westfield.
6. No awards will be made to a teacher who has resigned, is planning to retire, or who will be on a leave of absence for any reason other than sabbatical.
7. Requests for payment of cumulative grants shall be submitted on the official form.
8. Approval for payment of a special grant will not be given for a course taken prior to application for the grant.

The obvious purpose for these grants is to increase the professional competence of the teacher in the Westfield educational system and this is reflected in the principles governing the awarding of these grants.

SCHEDULE F

SABBATICAL LEAVE REGULATIONS

SCHOOL YEAR 1972-73

Sabbatical leave is a plan 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, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

The best criterion for judging a particular leave of absence procedure is whether, in the long run, it will contribute to the improvement of teaching service.

REGULATIONS REGARDING SABBATICAL LEAVE

Eligibility

1. Any teacher who has completed seven (7) or more years of continuous satisfactory service in the Westfield Public Schools may, upon recommendation of the Superintendent, provided such applicant shall not have reached his or her fifty-ninth (59th) birth date, be granted leave of absence for one (1) or two (2) semesters for study or travel on a full-time basis, either of which shall be directly connected with his or 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.

Subsequent leaves will not be authorized unless and until one shall have reestablished eligibility by serving another period of seven (7) continuous years of successful service.

Number of leaves authorized

2. No more than 2.25 percent of all the teachers of the system shall be granted sabbatical leave for the same semester.

Application for leave

3. Application for sabbatical leave shall be made on or before November 15, of any year. If approved, such leave shall officially begin at the beginning of either the first or second semesters of the year immediately following.
4. Application shall be made upon a regular blank form prescribed by the Superintendent, and shall include a program or itinerary to be followed by the teacher during the period of the leave.
5. 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 the application among the different schools and departments. A limit for any one faculty is established as follows: 5% for each secondary school per year; 10% for each elementary school per year; 10% for special services and special teachers per year; and 10% for nurses per year.
6. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his or her application.

Physical Examination

7. If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he or she will be physically able to return to service and teach for the minimum period required by these regulations.

Subsequent Service

8. As a condition to being granted leave, the teacher shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the Westfield Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.
9. If a teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board of Education of the Town of Westfield, in the County of Union, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two subsequent years of service bears to the full two years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

Status of Tenure and Pension

10. The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

Illness or Accident

11. 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 (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence.

Forfeiture of Leave

12. If a Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard.

Sabbatical to Maternity Leave

13. If a teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

Return to Active Duty

14. 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 or her intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the teacher shall notify the Superintendent on or before April 1, of that year of his or her intention to return to duty the following school year.
15. Failure of an employee on leave to give such notification may be interpreted as indicating such employee does not wish to retain a connection with the Westfield Schools.

Reinstatement

16. At the expiration of sabbatical leave, the certificated employee, who has complied with Section 15, shall be reinstated in the position held by such employee at the time such leave was granted, unless he or she shall agree otherwise. This presupposes, however, that conditions have not arisen which would have changed such employee's location and type of work had he or she remained in active service. This is further conditioned by the presentation of a written report to the Superintendent of Schools in which are stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom. If the leave is taken during a first semester, the report is due by March 30 of the following semester; if the leave is taken during the second semester or for the entire school year, the report is due by the following September 30.

Salary

17. The salary granted to a teacher on sabbatical leave for a full year shall be one-half of the salary to which he or she would be entitled if not on leave, less the regular deductions for Government Income Tax and for Teachers' Pension Fund as computed for all present entrants employed in the state.
18. Teachers receiving a sabbatical leave for one semester shall receive full pay, minus the regular deductions listed above.
19. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Westfield School System.