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Somerset

1976 - 1977

A G R E E M E N T

Between The

BOARD OF EDUCATION OF NORTH PLAINFIELD

THE COUNTY OF SOMERSET, NEW JERSEY

And The

NORTH PLAINFIELD EDUCATION ASSOCIATION

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## ARTICLE III

### GRIEVANCE PROCEDURE

#### I. Definition

"A grievance" shall mean a complaint by a teacher that there has been a personal loss, injury or inconvenience because of a violation, a misinterpretation, or an inequitable application of:

- A) Board policy that affects terms and conditions of employment.
- B) This Agreement.

#### II. Rights of Teachers to Representation

- A. Any aggrieved teacher may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
- B. When a teacher is not represented by the Association in the processing of a grievance, the Association shall have the right at the time of the submission of the grievance to the Superintendent or at any later level:
  - 1. To be notified that the grievance is in process
  - 2. To be present and to present its position in writing at all hearing sessions held concerning the grievance
  - 3. To receive a copy of all decisions rendered.
- C. The individual shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal at all steps in the grievance procedure.
- D. A grievance which affects a number of teachers may, at the option of those teachers, be filed as a single grievance.

#### III. Procedure

- A. To be considered under this procedure, a grievance must be initiated by the teacher within twenty (20) school days of the occurrence of the particular incident.
- B. Failure at any step of the following procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step.
- C. Failure at any step of the following procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- D. It is understood that teachers 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 has been fully determined.
- E. Step 1. -- Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or subject supervisor, if applicable) in an attempt to resolve the matter informally at that level.
- F. Step 2. -- If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, within five (5) school days he shall set forth his grievance in writing to the principal specifying:
1. The nature of the grievance
  2. The nature and extent of the loss, injury or inconvenience
  3. The results of previous discussions
  4. His dissatisfaction with decisions previously rendered.

Within ten (10) days of receipt of the written grievance, the principal shall communicate in writing his decision and justifications to the teacher.

- G. Step 3. -- Within five (5) school days after receipt of the principal's decision, the teacher may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must detail:
1. The particulars of the grievance as specified in Step 2 above.
  2. His dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days. The Superintendent shall also communicate in writing his decision and justifications to the teacher and to the principal.

- H. Step 4. -- If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education no later than five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. Within thirty-five (35) calendar days of receipt of the grievance by the Board, the Board, or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the teacher and render a decision in writing. Beyond this step a grievance shall not be processed if it applies to:

1. Any matter for which a method of review is prescribed by Title 18A
  2. Any rule or regulation of the State Commissioner of Education
  3. Any matter which according to law is beyond the scope of Board authority
  4. A complaint of a non-tenure teacher which arises by reason of his not being reemployed
  5. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.
- I. Step 5. -- If the decision of the Board of Education does not resolve the grievance to the satisfaction of the teacher, and the teacher wishes review by a third party, he shall refer the grievance to the Association. Within ten (10) school days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.
1. The following procedure shall be used to secure the services of an arbitrator:
    - a. A joint Board-Association request shall be made to the American Arbitration Association to submit a roster of persons fully qualified to function as arbitrators of the grievance in question.
    - b. Should the parties be unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
    - c. Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the American Arbitration Association shall be requested by either the Board or the Association to designate an arbitrator.
  2. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He shall add nothing to, nor subtract anything from, the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be advisory on board policy that affects terms and conditions of employment, ARTICLE XIII, and ARTICLE XIV, and binding on issues regarding this Agreement. Within thirty (30) calendar days of the completion of the Arbitrator's hearings, copies of the arbitrator's findings and recommendations shall be given to the Board and to the aggrieved and his representatives only.

#### IV. Costs

- A. The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties, and such costs shall be shared equally.
- B. All other costs shall be borne by the parties incurring them.

#### ARTICLE IV

##### SCHOOL CALENDAR

- I. Prior to February 15 the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar.
- II. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

The Board and the Association agree to continue the present policy for drawing up the school calendar.

Upon notice from the Superintendent of Schools, the North Plainfield Education Association shall prepare and submit a proposal for a school calendar. The proposal will be jointly reviewed by the Superintendent and the President of the Association. Upon completion of this review, the Superintendent will recommend a calendar to the Board of Education, which will render the final decision.

#### ARTICLE V

##### TEACHER EMPLOYMENT

1. All teachers who began teaching not later than October 1 shall be notified no later than April 30 of their contract and salary status for the ensuing year. Teachers shall sign their contracts or letter of intent by May 10, unless at the request of the teacher an extension has been granted by the Superintendent.
- II. The hours of respective professional personnel shall be determined by the Board of Education. The length of the single session school day shall not be increased above the 1974-1975 level without prior negotiations with the North Plainfield Education Association.

## ARTICLE VI

### TEACHER ASSIGNMENT AND EVALUATION

1. All teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than June 1. In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after June 1, the affected teacher shall be notified in writing of the new assignment. Where feasible, in the elementary schools "minimal performance group" assignments shall be rotated every two (2) years. In no case shall the same teacher be assigned to a "minimal performance group" for more than three (3) years in succession unless that teacher volunteers for such assignment. No inexperienced teacher should be assigned to a "minimal performance group" where experienced teachers are available for such assignments.

#### II. STAFF EVALUATION

- A. An observation and evaluation year shall be construed as running from April 1 to the following February 15. An extension of this year may be necessary where an evaluation is unfavorable and requires a confirming evaluation.
- B. A non-tenure member shall be evaluated in writing a minimum of three times during the period from April 1 to the following February 15. Two of the three written evaluations each must be supported by a minimum of two observations as per statute.

In the case of non-tenure staff members who are rehired for the succeeding contract year, a minimum of one evaluation must be performed during the period from September 1 to the following February 15.

As a result of an unfavorable evaluation, another evaluation shall be required. Such evaluation shall be performed no later than March 15.

- C. A tenure staff member shall be evaluated in writing a minimum of one time during the period from April 1 to the following February 15. Each evaluation must be supported by a minimum of two observations. As a result of an unfavorable evaluation, another evaluation shall be required. Such evaluation shall be performed no later than March 15.

- D. The observer will give the staff member a written report of his appraisal of the staff member's effectiveness during the period of observation with suggestions for improvement where required. Such a written report shall be followed by a conference, if desired by either party, on a mutually satisfactory date not more than five school days after the submission to the staff member of such written observation.

Each written evaluation shall be followed by a conference, if desired by either party, on a mutually satisfactory date not more than five school days after the submission of the evaluation to the staff member.

No such evaluation or observation shall be submitted to the principal's office, to the superintendent's office, nor placed in the staff member's personal file or otherwise acted upon without adherence to the procedure heretofore outlined. Each written observation or evaluation shall be signed by the observer and by the staff member, indicating that the staff member has examined the written document. The staff member is encouraged to express in writing his or her disagreement with any part of a written evaluation or observation and have that statement filed as part of such a document. Failure to do so implies substantial agreement. No staff member shall be required to sign an incomplete observation or evaluation.

## ARTICLE VII

### NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. They therefore agree that:

1. Teachers, as a matter of general practice, shall not be required to perform the following duties unless the best interests and safety of their students are in jeopardy:
  - a. Collect money from students
  - b. Deliver books to classrooms
  - c. Use teacher's lunchtime for student supervision.
2. Elementary teachers shall be released from classroom duties when physical education, art, and music teachers are instructing in their classes. It is understood that whenever conferences with parents and Department of Pupil Services are required when classes are in session, they shall be conducted during these times. The elementary teacher, by prior arrangement with his principal, may be allowed release time for a specific purpose while other specialists are in the room.

## ARTICLE VIII

### SICK LEAVE

- I. "Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household." (Section 18a:30-1)
- II. All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, or who are protected by tenure in their office or position of employment shall be allowed sick leave as follows:

10 month employees	@	11 days
11 month employees	@	12 days
12 month employees	@	13 days
- III. Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.
- IV. A physician's certificate attesting to the illness or physical disability of a teacher may be required in cases where absence for reasons of sickness exceeds three days.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

The Board of Education and the Association agree to continue the present Board policy in regard to temporary leaves of absence as follows:

- I. An employee may be absent without loss of pay when:
  - a. Absence results from obedience to legal process
  - b. The Superintendent of School approves, in advance, the teacher's request to be absent to visit other schools or to attend educational meetings
  - c. A member of the employee's immediate family dies. Immediate family shall be interpreted to mean the employee's spouse, father, mother, brother, sister, son, daughter, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin and other person living as a member of the employee's household. Absence without loss of pay shall be limited to a reasonable length of time. Should there be any question regarding the meaning of "reasonable," the staff member should consult the Superintendent of Schools before or during the first half day of absence.

- d. A serious emergency illness of a member of the employee's household requires him to be away from school. Not more than one (1) day with pay shall be allowed in any school year for this type of absence unless the employee receives approval from the Superintendent of Schools before or during the first half day of absence.
- e.
  - 1. The Superintendent of Schools excuses him, in advance, for other urgent reasons. The employee may make the request by telephone or through his principal. No one except the Superintendent of Schools may excuse or refuse an employee's absence under this rule.
  - 2. A staff member may be granted two (2) days of leave to attend to private matters which cannot be handled outside school hours. Application to the Superintendent through building principal shall be made at least five days before taking such leave, except in emergencies. In such cases, reasons beyond the signing of the required form shall not be required of the staff member. These days may not be taken immediately before nor immediately following a holiday nor during the first or last week of school and no more than three (3) professional staff members shall be permitted this absence on any one day.

The spirit and the intention of this section is to provide only for an unusually private concern of an individual and, therefore, is not to be interpreted in any manner other than that which has been expressed.

If it is established that a staff member takes such leave for other than the above purposes the Superintendent may exercise judgment as to the validity of the request and it may result in the forfeiture of pay for the absence.

- 3. NPEA will inform membership that this day is not intended to be used for recreation, relaxation, or shopping.
- II. An employee may be absent for not more than two (2) days without loss of pay if he is a member of a religious organization requiring its members to abstain from working on Holy Days which fall on school days or on days scheduled for in-service training.
  - III. An employee absent for reasons other than those specified above shall receive no pay for the time lost.
  - IV. An employee wishing to apply for an exception to the rules stated above must apply in writing for a review of his case at the June meeting of the Board of Education. Such application must be received before the first Monday in June.
  - V. Nothing herein shall be construed to be in conflict with the Workmen's Compensation Laws of the State of New Jersey.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

- I. Two (2) tenure employees designated by the Association may be granted a leave of absence for a period not in excess of two (2) years to work for the Association and/or its affiliates. Such leave shall be without accumulation of credit on the salary guide and without pay.
- II. A tenure employee may be granted a leave of absence for a period not in excess of two (2) years:
  - A. To join the Peace Corps, VISTA, National Teachers' Corps, or similar program as a full-time participant
  - B. To serve as an exchange or overseas teacher as a full-time participant

Such leave shall be with accumulation of credit on the salary guide but without pay.

- III. A tenure employee invited to teach on a full-time basis in an accredited college or university may be granted a leave of absence for a period not in excess of two (2) years. Such leave shall be with accumulation of credit on the salary guide but without pay.
- IV. A tenure teacher may be granted maternity leave of absence subject to terms satisfactory to the administration. She shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Such leave shall be without accumulation of credit on the salary guide and without pay.
- V. A female tenure teacher who adopts an infant may be granted a leave of absence. The leave shall commence upon receipt of de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption. Such leave shall be without accumulation of credit on the salary guide and without pay.
- VI. A tenure employee may be granted a leave of absence for advanced study at the discretion of the Board of Education.
- VII. All applications for leaves, extensions or renewals thereof must be made and granted in writing.
- VIII. A tenure employee upon the resumption of his employment shall have restored to him all benefits to which he was entitled prior to his leave of absence.

## ARTICLE XI

### SABBATICAL LEAVE

The policy of granting sabbatical leave of absence is established solely to help the district maintain the highest level of instructional competence. In no case 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 be benefited thereby.

#### I. Sabbatical Leave Regulations

- A. Eligibility - A certificated full-time employee completing seven (7) or more years of continuous satisfactory service in North Plainfield Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one (1) or two (2) semesters for:
1. Study on a full-time basis
  2. Travel on a full-time basis
  3. Any other reason that the Board and the Superintendent shall approve.

The employee shall not be granted subsequent sabbatical leave until that person has re-established eligibility by serving another seven (7) years of continuous satisfactory service.

- B. Number of Leaves Authorized -- No more than two (2) staff members shall be granted sabbatical leave during any school year.
- C. Application for Leave -- Application for sabbatical leave shall be made on or before December 1 on a form prescribed by the Superintendent. Such form shall provide for an outline of the program or itinerary to be followed by the staff member during the period of the leave.

The Superintendent shall notify the applicant in writing of the decision of the Board on or before February 15. If granted, such leave shall begin in the next school year on the first day of the first semester or on February 1.

- D. Physical Examination -- Any applicant favorably considered by the Superintendent may be required by the Board of Education to have a physical examination. The purpose of such an examination is to determine whether there is reasonable probability that the applicant will be physically able to return to service for the minimum period required.
- E. Subsequent Service -- As a condition to being granted leave, the employee shall enter into a contract (in terms to be mutually agreed upon) to continue in the employ of the North Plainfield Board of Education for a period of not less than two (2) years following the leave of absence.

Should an employee violate the terms specified above, he shall repay to the Board of Education 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 (2) subsequent years of service bears to the full two (2) years. An employee may be released from such obligation if he is:

1. Incapacitated
2. Discharged
3. Released for good and sufficient reason by the Board of Education.

- F. Status of Pension and Tenure -- Contributions by the employee to the retirement fund shall continue as usual during the sabbatical leave period. Tenure rights shall not be impaired.
- G. Illness or Accident -- Serious accident or illness (established by evidence satisfactory to the Board) interrupting the program of study or itinerary being pursued by an employee shall not constitute a breach of the conditions of such leave. Neither shall it prejudice the employee against receiving all the rights and benefits provided for under the terms of sabbatical leave, provided that the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence or as soon as feasible.
- H. Forfeiture of Leave -- If the Superintendent is convinced that an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education. The Board after giving the employee an opportunity to be heard may terminate the leave of absence as of the date of its abuse.

A sabbatical leave shall not be forfeited should the employee become the recipient of a grant or scholarship.

- I. Sabbatical to Maternity Leave -- If an employee on sabbatical leave ascertains that she is pregnant, she shall immediately report this fact to the Superintendent. Sabbatical leave shall be transferred to maternity leave subject to the rules regulating maternity leave.
- J. Return to Active Duty -- An employee who has been on sabbatical leave for the first semester shall notify the Superintendent on or before December 1 of his intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the employee shall notify the Superintendent on or before April 1 of his intention to return to duty the following school year. Failure of an employee on leave to give such notification shall be interpreted as an indication that such employee does not wish to return to the North Plainfield Public School System.

- K. Reinstatement -- Unless conditions have arisen that necessitate change in subject or building assignment, the employee who has complied with Section J above shall be reinstated in the position he held at the time his leave was granted.

Reinstatement is further conditioned by submitting a written report to the Superintendent describing the significant activities engaged in while on sabbatical leave. If the leave is taken during the first semester, such 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.

- L. Salary -- The salary of an employee on sabbatical leave for a full year shall be fifty-five (55%) percent of the salary to which he is entitled if not on leave, minus the regular deductions for Social Security, Income Tax, Teachers' Pension Fund and any other deduction required.

The salary of an employee on sabbatical leave for one (1) semester shall be seventy-five (75%) percent of the half-year salary to which he is entitled if not on leave, minus the regular deductions listed above.

Salary shall be paid in accordance with the salary payment schedule of the North Plainfield School System.

The decision of the Board to grant or to refuse to grant a sabbatical leave shall be final. It shall not be subject to the grievance procedure.

- M. Reimbursement -- Neither tuition nor costs of any professional growth activity undertaken during sabbatical leave will be reimbursed.

## ARTICLE XII

### STAFF-ADMINISTRATION LIAISON

1. The Association shall select a Liaison Committee for each of the following building units:
  - A. East End School
  - B. West End School
  - C. Somerset School
  - D. Stony Brook School
  - E. North Plainfield High School

- I. The committee shall consist of not more than one (1) member for every twenty (20) staff members in each building unit but shall in no event have fewer than three (3) members. For the duration of the school year, the committee shall meet with the principal at least once a month, or as deemed necessary. Primary responsibility to call meetings shall rest with the Association. The committee shall review and discuss local school problems and practices and it shall play an active role in the revision or development of building policies. No building practices shall be adopted in any unit without the approval of the Superintendent of Schools. Any change in building practice shall then apply to all other units having the same grade level.
- II. A member of the Department of Pupil Services shall meet with the Superintendent of Schools at least once a month, or as deemed necessary, for liaison purposes as outlined in applicable sections of Part 1 above.
- III. The Association's representatives shall meet with the Superintendent and/or a committee of the Board at least once a month during the school year, unless it is mutually agreed upon by both parties that a meeting is not deemed necessary. Primary responsibility to call meetings shall rest with the Association. The first Board-Staff meeting shall be held prior to September 20. The Board-Staff Committee shall review and discuss current school problems and practices. The Committee shall also attend to the proper administration of this Agreement.

## ARTICLE XIII

### INSTRUCTIONAL COUNCIL

- I. The purpose of the Council shall be to strengthen the educational program through research, recommendations, implementation and evaluation. The Council may consider, but not be limited to, advising the Superintendent of Schools and the Board of Education on such matters as educational philosophy and goals of the district, educational specifications for building, teacher recruitment, curriculum improvement, teaching techniques, in-service training, pupil testing and evaluation, extra-curricular programs and any other related educational matter.
- II. The Council shall consist of three (3) representatives appointed by the Superintendent and six (6) representatives appointed by the Association. Representatives of the Superintendent shall each have one (1) vote, and representatives of the Association shall each have one-half ( $\frac{1}{2}$ ) vote in Council decisions.

- III. The Council shall, at all times, represent the best professional interests and objectives identifiable by the membership of said Council, it shall be authorized to establish, when necessary, special study committees for specific projects.
- IV. The Council shall encourage the institution of ideas, and shall accept suggestions from individual teachers, departments, grade levels, association committees, administrators, Board of Education members, students, parents, or any other interested party.
- V. Nothing in this article shall be interpreted to prevent the Council from seeking professional consultation from within the professional staff of the public schools of North Plainfield or from recommending that outside consultation be obtained. However, any costs relating to the function of the Instructional Council shall be approved by the Board of Education.
- VI. The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.
- VII. The Council shall meet at least once each month.
- VIII. The Board of Education and the Association shall study and consider all written recommendations submitted by the Council for action, and the Board shall reply in writing within twenty (20) school days, its decision on such recommendations.
- IX. Reports of the Council or any study committee of the Council may include minority as well as majority views.

#### ARTICLE XIV

##### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- I. When, in the judgment of a teacher, a student requires the attention of the principal, counselor, psychologist, physician, or other specialist, he shall so inform his principal. The principal shall arrange, as soon as possible, to meet with the teacher (and one or more specialists, if he deems it necessary) to discuss the matter, and to decide upon the appropriate steps to be followed. The principal shall advise the parent or guardian of his recommendations and actions.
- II. When, in the judgment of a teacher, a student is seriously disrupting the instructional program, the teacher may exclude the student from the classroom and immediately refer him to a principal. In such cases the principal shall arrange, as soon as possible, (and under normal circumstances not later than the conclusion of the following school day) to meet with the teacher. A parent or guardian, and possibly an appropriate specialist, may be called in to discuss the matter and to decide upon the appropriate steps to be followed.

## ARTICLE XV

### PROTECTION OF STUDENTS, TEACHERS AND PROPERTY

As per school law Title 18A.

## ARTICLE XVI

### EDUCATIONAL IMPROVEMENT

The Board agrees to pay:

- A. The full cost of tuition and other reasonable expenses incurred in connection with courses workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the administration.
- B. The Board agrees to pay seventy-five (75%) per cent of the cost per credit hour of the New Jersey State colleges and university of graduate courses approved by Superintendent up to 18 semester hours per year. Reimbursement shall be on courses related to a teacher's present assignment.

## ARTICLE XVII

### INSURANCE PROTECTION

1. At the beginning of the 1976-1977 school year, the Board shall provide the health-care insurance protection outlined in present policies and designated below. The Board shall pay the full premium for each teacher and one hundred percent (100%) of the family premium for the 1976-1979 school years.
  - A. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing on October 1 and ending on September 30 for each teacher who remains in the employ of the Board for the full school year.
  - B. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include but not necessarily be limited to:
    1. Hospital room and board and miscellaneous costs
    2. Out-patient benefits
    3. Laboratory fees, diagnostic expenses, and therapy
    4. Maternity costs
    5. Surgical costs
    6. Major-medical coverage.

## ARTICLE XVIII

### SALARIES

- I. The salaries of all teachers covered by this agreement are set forth in the approved salary guide attached hereto, except that the Board, at its discretion, in individual cases with just cause, may continue a salary lower than that provided for in the attached schedule and may withhold salary increases or portions thereof.
- II. The Board and the Association agree to the following:
  - A. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
  - B. Teachers employed on a eleven month (11) month basis shall be paid in twenty-two (22) semi-monthly installments.
  - C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
  - D. Pay days shall be on the fifteenth (15) day and on the last school day of the month.
  - E. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the working day immediately preceding the holiday, vacation or weekend.
  - F. A teacher shall receive his final pay check on the last working day in June after he has completed all his assigned duties.
  - G. If at least twenty-five (25) employees elect to have ten (10%) percent of each semi-monthly salary installment withheld by the Board, the total of the sums so withheld shall be paid by the Board to the teacher without interest, in one of the following ways:
    1. To the employee should he terminate his employment
    2. To the employee in two (2) equal installments on the fifteenth (15th) days of July and August immediately following the end of the teaching period in which the sums were withheld.
    3. To the employee's estate upon his death.
  - H. All extra duty payments shall be made within thirty (30) days from date of duty, and payment shall contain identification of the duty performed.

III. Schedule 1 of the Salary Policy - The following salary schedule pertains to teachers employed for ten months in each fiscal year:

Years of accredited experience	Bachelor's Degree	Master's Degree	Master's degree six-year Level	Doctor's Level
0	\$ 9,600	\$10,400	\$11,250	\$12,000
1	9,886	10,736	11,587	12,331
2	10,332	11,159	12,052	12,805
3	10,796	11,665	12,602	13,394
4	11,259	12,170	13,151	13,983
5	11,723	12,676	13,703	14,572
6	12,185	13,183	14,253	15,161
7	12,649	13,688	14,804	15,750
8	13,112	14,194	15,354	16,339
9	13,576	14,700	15,904	16,928
10	14,038	15,206	16,455	17,517
11	14,503	15,712	17,005	18,106
12*	14,965	16,217	17,555	18,695
13	15,428	16,723	18,106	19,285
14	15,891	17,230	18,656	19,874
15	16,355	17,735	19,206	20,463
**	16,818	18,241	19,757	21,052
**	17,281	18,747	20,308	21,641
20***	17,681	19,147	20,708	22,041

\*No teacher may be employed at an initial salary higher than this step.

\*\*Persons on or above the fifteenth step on the 1975-1976 Salary Guide received a 6.3% across-the-board adjustment for the 1976-1977 school year.

\*\*\*To be eligible for payment on this line a teacher must have been employed by the North Plainfield Board of Education for twenty years.

IV. Schedule II of the Salary Policy --

A. The salary schedule for each of the following twelve (12) month positions shall be obtained by multiplying the appropriate salary in schedule 1 by the ratio shown opposite the respectively title listed below:

	Ratio
High School Principal	1.6667
High School Vice-Principal	1.3750
High School Assistant Principal	1.3200
High School Guidance Director	1.2700
Elementary School Principal	1.3750
Director of the Department of Pupil Services	1.3333

- B. 1. Subject Area Supervisors will work an eleven (11) month contract schedule consisting of the following:
  - a. each day of the regular school calendar
  - b. twenty-three additional work days between July 1 and June 30 on a pre-arranged schedule
- 2. Salary ratio for Subject Area Supervisors on an eleven (11) month schedule shall be 1.17.
- 3. Subject Area Supervisors wishing to depart from the eleven (11) month schedule shall advise the Superintendent by December 1st of the prior contract year. Salary ratio for Subject Area Supervisors who work a ten (10) month schedule shall be 1.07.
- C. The salary schedule for each of the following ten (10) month positions shall be obtained by multiplying the appropriate salary in Schedule I by the ratio shown opposite the respective titles listed below:

	Ratio
School Psychologist	1.1600
School Social Worker	1.0600

V. Application of Accredited Experience

- A. The salary of any employee listed in Schedule II shall be obtained by applying the ratio shown to the Schedule I salary of a teacher having equivalent education and experience.
- B. Full credit shall be granted for the first nine (9) years of successful teaching experience in other schools.
- C. A new employee shall be granted not more than three (3) years of credit for military service. A year of military service shall be defined as twelve (12) months.
- D. No teacher may be employed initially at a salary higher than that recognizing twelve (12) years of accredited experience, as outlined above.

ARTICLE XIX

LONGEVITY PAY

At the discretion of the Superintendent and the Board, the sum of \$400 shall be added to the salary of all certificated personnel who have completed twenty (20) years of service within the North Plainfield School System. Up to four (4) years of military service, subsequent to employment in the North Plainfield School System, shall be counted toward longevity pay.

ARTICLE XX

SALARY DEDUCTIONS

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

When requested by an employee, the Board of Education agrees to enter into an agreement to reduce the employee's salary to purchase on behalf of the employee an annuity which qualifies under the provisions of Section 403b of the Internal Revenue Code of 1954, as amended.

ARTICLE XXI

SUPPLEMENTAL SALARIES

The Board of Education agrees to the following supplemental salaries. It is understood that the Board, as it deems necessary, may eliminate any of these positions or create additional ones.

1. Athletic Coaches Pay Scale	1	2	3
Director of Athletics*	\$1,740	\$1,840	\$1,940
<u>Football</u>			
Head Coach	1,565	1,665	1,765
Assistant Coach	915	965	1,015
Equipment Manager	790	840	890
Trainer			
Fall Sports . . . . .	890	940	990
Winter Sports . . . . .	890	940	990
<u>Soccer</u>			
Head Coach	840	940	1,040
Assistant Coach	615	665	715

<u>Field Hockey</u>			
Head Coach	840	940	1,040
Assistant Coach	615	665	715
<u>Cross Country</u>			
Head Coach	640	690	740
<u>Basketball (Boys and Girls)</u>			
Head Coach	1,190	1,290	1,390
Assistant Coach	815	865	915
<u>Swimming</u>			
Head Coach	715	765	815
Assistant Coach	565	590	615
<u>Winter Track</u>			
Head Coach	565	615	665
<u>Wrestling</u>			
Head Coach	1,190	1,290	1,390
Assistant Coach	815	865	915
<u>Baseball</u>			
Head Coach	940	1,040	1,140
Assistant Coach	690	740	790
<u>Softball (Girls)</u>			
Head Coach	940	1,040	1,140
Assistant Coach	690	740	790
<u>Track</u>			
Head Coach	940	1,040	1,140
Assistant Coach	690	740	790
<u>Tennis (Boys and Girls)</u>			
Head Coach	815	865	915
Assistant Coach	590	615	640
<u>Golf</u>			
Head Coach	490	515	540

Coaches with no former experience shall begin on step No. 1 of the coaching pay scale. Experienced new coaches shall begin on step No. 2 or step No. 3 of the coaching pay scale with recommendations from the Director of Athletics.

ARTICLE XXI

II. Intramural Pay Scale

A. Supervisor of Intramural Program (elementary only) Salary  
\$250.00

B. 2-Hour Rate

<u>Days</u>	<u>Activity</u>	<u>Salary</u>
25	Jr. H.S. Wrestling	\$265.00
35	Archery	370.00
30	Fall Tennis . . . . .	325.00
45	Jr. H.S. Football	475.00
45	Jr. H.S. Baseball	475.00
45	Jr. H.S. Track . . . . .	475.00
60	Modern Dance	630.00

C. 1½ - Hour Rate

23	Bowling	185.00
27	Floor Hockey	210.00
27	Gymnastics . . . . .	210.00
27	Jr. H.S. Volleyball	210.00
23	H.S. Softball	185.00
27	H. S. Badminton . . . . .	210.00
23	Spring Tennis	185.00
27	Jr. H.S. Girls' Spring Sports	210.00
30	H.S. Volleyball . . . . .	235.00
33	H.S. Hockey	265.00
33	Jr. H.S. Basketball & Badminton	265.00
40	Jr. H.S. Basketball . . . . .	325.00
33	Jr. H.S. Hockey & Soccer	275.00
30	H.S. Basketball - Girls'	235.00
50	H.S. Basketball - Boys' . . . . .	405.00
23	Weight Training (Fall)	185.00
40	Weight Training (Spring)	320.00
23	Coed Recreation . . . . .	185.00
27	Swimming	210.00

D. 1¼ - Hour Rate

160 Elementary (3 seasons) 1,050.00

E. If there are any deviations in hours required for an activity, the salary for that activity shall be pro-rated according to the number of hours actually worked.

F. Any teacher required to supervise an afternoon dance, bazaar, basketball game, wrestling meet, baseball game, or a soccer game shall be paid at the rate of \$8.25 per event. All evening and Saturday events shall be paid at the rate of \$5.25 per hour.

\*The class load of the Director of Athletics shall be the same as the average Subject Supervisor.

### III. Extra-Curricular Activity Pay Scale

<u>Activity</u>	<u>Salary</u>
Cheerleading	\$630.00
Dramatics	580.00
Tunlaw Sr. . . . .	475.00
Yearbook	475.00
Debate Club	475.00
Pom-Pon . . . . .	235.00
Color Guard	235.00
Majorettes	235.00
Tunlaw Jr. . . . .	235.00
Future Homemakers	160.00
Future Teachers	160.00
Stage Supervisor	300.00

### IV. Other Supplemental Salaries

The Board of Education agrees to pay the following supplemental salaries at the percentages indicated:

Director of Elementary Education	11%
Director of Audio-Visual Education	6%

The salaries of the above employees shall be obtained by multiplying the Schedule I salary in Article XIX for a teacher having equivalent education and experience by the percentage indicated above.

The Board of Education also agrees to pay the following supplemental salaries at the sums indicated:

Supervisor of Elementary Instruction	\$1,325.00
Learning Consultant . . . . .	1,100.00
* Teacher of Perceptually Handicapped	300.00
* Reading Specialist	300.00
* Teacher of the Educable Classes . . . . .	150.00
* Teacher of the Trainable Class	150.00
* Speech Specialist . . . . .	150.00
Head Librarian at the High School	300.00

\* First year of phase-out. Delete title effective July 1, 1977.

- V. Where feasible, teachers shall be notified no later than April 1 of their supplemental contract status for the ensuing year. Teachers shall sign their supplemental contracts or letters of intent by April 10th, unless, at the request of the teacher, an extension has been granted by the Superintendent.
- VI. Following are established 1976-1977 salary rates for the interscholastic Middle School athletics listed:

<u>Middle School Athletics</u>	<u>Salary</u>
Basketball	\$540
Wrestling	540
Baseball	440
Track	440

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- I. This Agreement shall be honored by the Board of Education and by the Association for the duration of the Agreement.
- II. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law. All other provisions or applications shall continue in full force and effect.
- III. Any individual contract between the Board of Education and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement shall be controlling.
- IV. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers now employed or hereafter employed by the Board. The Board and Association agree to Pro Rate expenses of printing copies of the Agreement.
- V. Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, such party shall do so in writing at one of the following addresses:
  - A. If by the Association, to:

The Board of Education  
Watchung School  
North Plainfield, New Jersey 07060
  - B. If by the Board, to:

President  
North Plainfield Education Association  
School  
North Plainfield, New Jersey 07060
- VI. If, after the Agreement has become effective, it is felt by either the Board of Education or the Association that an amendment of this Agreement is warranted, such amendment may be added by mutual consent.
- VII. The Association agrees to respond in writing to correspondence from the Board of Education within twenty (20) school days.

ARTICLE XXIII

DURATION OF THE AGREEMENT

This Agreement shall become effective July 1, 1976, and continue in effect until June 30, 1979, except for the following Articles which are in effect from July 1, 1976 until June 30, 1977:

- ARTICLE XI
- ARTICLE XVI, Section II, B
- ARTICLE XVII
- ARTICLE XVIII
- ARTICLE XIX
- ARTICLE XXI

Negotiations shall commence no later than October 1 of each year for each successor agreement.

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

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

NORTH PLAINFIELD BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

NORTH PLAINFIELD EDUCATION ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary