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AGREEMENT

Between The

BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD
IN THE COUNTY OF UNION

And

SPRINGFIELD TEACHERS ASSOCIATION

1974-1975

* * * * *

AUDREY S. RUBAN, SECRETARY
BOARD OF EDUCATION
SHUNPIKE ROAD
SPRINGFIELD, NEW JERSEY 07081

AGREEMENT

THIS AGREEMENT made this 19th day of August Nineteen Hundred
and Seventy-four

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD,
IN THE COUNTY OF UNION,

hereinafter sometimes referred to as the "Board"

AND

SPRINGFIELD TEACHERS ASSOCIATION,

hereinafter sometimes referred to as the "Association"

The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless so stated.

The Board of Education agrees not to discriminate against any teachers because of his membership in the Association and its affiliates or because of his participation in collective negotiations with the Board of Education or his institution of any grievance, complaint or proceeding under this Agreement, or in the formulation or the enforcement of Board policies.

RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board of Education recognizes the Springfield Teachers Association for the purpose of professional negotiations as the exclusive representative for the following who are under contract with the Board:

1. All certificated teaching personnel dealing directly with children
2. All certificated personnel in the Division of Special Services
3. Guidance counselors, Science-Math Specialist, Librarians

Only persons represented by the Springfield Teachers Association shall have the contract rights hereinafter defined, and it is further understood that the following certificated personnel are specifically excluded from this recognition:

1. Superintendent
2. Assistant Superintendent
3. Director of Special Services
4. Principals
5. Assistant Principals

The within recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

PROFESSIONAL DEVELOPMENT

The program for special grants is a plan designed to help maintain instructional service at the highest level of quality and efficiency for certificated personnel. It is understood that satisfactory service is a prerequisite.

Such personnel are eligible to receive this grant when they attain tenure. Teachers may apply for grants the year before attaining tenure. The grant will then be available when tenure is attained. Applicants may apply each year to the Superintendent of Schools for a non-cumulative grant of 100% of the tuition costs up to a maximum of 9 semester hours of credit per calendar year. The calendar year is defined in the same manner as the school budget year of July 1 through June 30. The tuition costs are those incurred outside school hours in connection with courses of study directly related to his or her work in the Springfield Schools. These grants shall be awarded according to the following principles:

1. The applicant must submit through the Principal to the Superintendent of Schools a brief outline of the purpose for which the grant is to be expended. If the proposed program is approved by the Superintendent, it is then brought to the attention of the Board of Education for consideration. The applicant will be notified of the Board's decision as soon as is practical, but in any case no later than May 1.
2. Applications must be submitted not later than March 15 of the fiscal year preceding the one in which the grant is to be expended.

3. After the completion of the program the recipient shall submit a report to his or her Principal and the Superintendent on the benefits gained from its use.
4. It is expected that those expending such grants shall not do so unless they plan to spend another year in the employ of the Springfield School District.
5. Grants will not be made to an applicant who has resigned or is planning to retire.
6. Requests for payment of grants shall be submitted on the official form, accompanied by a regular voucher.
7. Tuition fees received through Federal grants, etc., may not be duplicated by utilization of this policy. Tuition grants, subject to the above conditions, may even be awarded during sabbatical leave.

GRIEVANCE PROCEDURE

A. It is agreed that an Advisory Arbitration Procedure shall become effective.

In connection with this procedure, the parties hereto agree as follows:

1. Non-Tenure employees shall not be permitted to grieve their non re-employment.
2. A grievance concerning the interpretation or application of the terms and procedures of this Agreement is subject to Advisory Arbitration.
3. A grievance involving administrative decisions is subject to final decision by the Board.
4. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of its known occurrence. Failure to do so shall be deemed to constitute an abandonment of the grievance.

B. PROCEDURE

1. The employee shall first discuss his grievance orally with his immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.
2. If a satisfactory settlement is not reached at the informal level hereinabove set forth, or if no decision has been rendered within 5 school days after presentation of the grievance, the employee or his representative may present the grievance in writing within 5 school days after the determination made in Paragraph 1, to the Superintendent of Schools. The written grievance shall set forth:
 - (a) The nature of the grievance and the remedy requested.
 - (b) The nature and extent of injury or loss.
 - (c) The basis of dissatisfaction with the prior determination.

3. A written decision shall be rendered within 10 school days after receipt of the written grievance.
4. If the grievance is not satisfactorily disposed of in the prior step or if no decision has been rendered within the time limit set forth, then the grievance may be referred by the individual or the Association to the Board of Education within 10 days of the completion of the proceedings in the preceding paragraph. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the dissatisfaction with those decisions previously rendered. The Board shall, in writing, within 30 days, advise the Association and the employee of its determination and shall forward a copy thereof to the immediate superior of the aggrieved employee.
5. In the event the disposition made in the preceding step is deemed unsatisfactory and in the event the grievance does not involve an administrative decision which is excluded from the terms of advisory arbitration as hereinabove set forth, then, and in that event, either party may request the American Arbitration Association to process the grievance in accordance with its rules and regulations for the selection of an arbitrator. Such request must be made within 15 calendar days of the date of receipt of the Board's decision.
6. The arbitrator shall limit his determination to the issue submitted to him and shall rule on nothing else. His determination, advisory in nature, shall be limited strictly to the application or interpretation of the provisions of this written agreement and he shall be without power or

authority to make any determination contrary to or inconsistent with the terms of this Agreement. The arbitrator may not alter, add to or omit from the provisions of this Agreement.

7. The Board, the aggrieved, and the Association shall be supplied with copies of the arbitrator's determination.
8. Each party will assume the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared equally.

SABBATICAL LEAVE

The policy of sabbatical leave is a plan designed to help maintain and improve the quality and efficiency of instructional service to the children of the Springfield Public Schools. This privilege is granted to certificated employees in order that they may extend their professional competence and thus better serve the school district.

Since the policy for sabbatical leave is solely to promote the more efficient conduct of the schools, no application for such leave shall be recommended by the Superintendent or approved by the Board of Education unless after considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

1. Any employee who has completed seven (7) or more years of continuous satisfactory service in the Springfield Public Schools may, on the recommendation of the Superintendent and the approval of the Board, be granted a leave of absence for one academic year for the purpose of professional improvement through study and research. Such study shall be directly connected with his or her work in the school system. The employee's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.
2. During the sabbatical year the recipient shall receive in lieu of salary a sum equal to two-thirds of the salary to which the teacher would otherwise be entitled if not on leave, less such regular deductions for Government income tax, Teachers Pension and Annuity Fund and other deductions as required by law or that are customary in the District. Said sum shall be paid in installments in accordance with the general time schedule for payment of salaries to employees in the regular employ of the school system.

3. Preliminary application for sabbatical leave shall be made prior to December 15 of the academic year previous to the year for which the leave of absence is desired. The purpose, date of this application and length of service will be factors in determining the number of grants within the budgetary limits for that year. The final application must be submitted by February 15. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. The Board of Education shall give notice of the approval for sabbatical leave, or rejection, together with an explanation thereof, no later than April 1 of the year previous to the academic year for which the leave is requested.
4. As a condition of sabbatical leave, the employee shall agree that if he does not continue in service for two years after expiration of leave of absence he shall be required to repay to the Board 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 subsequent two years of service bears to the full two years, unless such employee is incapacitated, has been discharged without cause, or has been released by the Board from this obligation.
5. During any sabbatical leave, the employee shall not engage in any employment for remuneration without approval of the Superintendent and shall devote the major portion of his or her time and effort toward the purpose of the grant.
6. No more than two (2) teachers shall be granted sabbatical leave during any given academic year. These shall not be from the same school.

7. An employee on sabbatical leave shall notify the Superintendent in writing on or before March 1 of that year of his or her intention to return to duty. Failure to give such notification on the part of the employee on leave will be interpreted as an indication that such employee does not wish to return to the employ of the Board. Every employee on sabbatical leave shall present a written report to the Superintendent covering the studies engaged in while on sabbatical leave and the benefits anticipated therefrom. Such report is due prior to August 1 but in no event later than two months after the completion of the sabbatical program.
8. Upon satisfactory completion of the sabbatical leave, the employee will be returned to service at a salary on the same basis as if he had rendered continued and satisfactory service in the school system during the interim.
9. If the Superintendent has reason to believe 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. The Board may eliminate the leave of absence for non-fulfillment of purpose after giving the employee involved the opportunity of a hearing.
10. If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent. He shall, after considering her doctor's report, recommend to the Board whether or not the leave shall continue, dependent upon the probability of the successful completion of the sabbatical program. Transfer to maternity leave shall be governed by the maternity leave policy.

11. An employee shall be eligible for another sabbatical leave after he has had seven additional continuous school years of service in the Springfield district. Extended illness or maternity leave shall not be deemed an interruption of continuity of service. This time limit may be waived at the discretion of the Board.

TEACHER-ADMINISTRATION-BOARD COMMITTEE

The major concern of any school district is to promote the educational welfare of all of its students. In accordance with this purpose the committee shall function to:

1. Discuss openly and informally any educational issue pertinent to the Springfield School System.
2. Foster a spirit of professional growth and develop a concept of mutual cooperation and understanding.

Members of this committee shall be individuals who represent the Board of Education, the Administration, and the Teachers.

The Board shall be represented by three members appointed by the Board. The Administration shall be represented by the Superintendent and a principal as selected by the Principals' group. The Teachers shall be represented by a representative from each school and special services as selected by the President of the Springfield Teachers Association.

Responsibilities of the Superintendent

1. To convene meetings of the TAB Committee at the request of:
 - a. The Teachers' representatives
 - b. The Board representatives
 - c. The Principals' representatives
 - d. The discretion of the Superintendent: with a suggested number of three meetings per year.
2. To act as chairman at all meetings of the TAB Committee
3. To prepare an agenda for each meeting in relation to the stated purpose of the Committee.

4. To facilitate the preparation of said agenda all items should be directed to the Superintendent, and in all cases no later than 10 days prior to any scheduled TAB meeting.
5. To notify each member of the TAB Committee in writing at least 5 days prior to the date of the meeting.
6. A member of TAB Committee will keep minutes of the meeting and send copies to the Board President, the Superintendent, the President of Springfield Teachers Association, and all TAB members.

Responsibilities of the Committee Members

1. To gather facts to provide for a complete understanding of each item to be discussed.
2. To discuss all tenable solutions to the items presented.
3. To reach a consensus among all Committee members.
4. With agreement of at least 7 members, an advisor may be invited to attend a meeting of this committee.
5. To report findings and recommendations to their respective groups.

ABSENTEE POLICY

All reference to days shall mean teaching or working days.

A day's salary for teachers shall be defined as 1/200 of the annual salary, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved.

The provisions of each section of this policy operate independently of all other sections.

1. Personal Illness

Sick leave with full pay during any school year shall be granted employees of the Board as follows:

- a. Employees with up to 3 uninterrupted years of service - 10 days
Employees with more than 3 uninterrupted years of service - 20 days
- b. Each year any unused portion of the first ten days leave shall be cumulative without limit
- c. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
- d. Absences on sick leave in excess of that provided under a and b shall be allowed, subject to deduction of salary paid a substitute filling the position, up to 20 days' time for each completed year of service by the employee on sick leave, and limited to 10 months in any current 10 year period for those persons who are suffering from an extended illness and are under the continuous care and treatment of an attending physician.

e. Absence for illness in excess of 5 consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness the Board or Superintendent will require the employee to submit a certificate of illness from the attending physician, or submit to an examination or examinations by the school physician.

2. Illness in the Family

For absence due to serious illness of any relative living in the employee's immediate household or a mother or father, full pay for not more than 5 days in each school year shall be paid the employee. Days needed for this purpose will be deducted from the accumulated sick leave allowance which is in excess of that which is stipulated as mandatory by New Jersey State law. Such absence shall be approved by the Superintendent. If there is no such accumulation of sick leave, such pay shall be subject to the deduction of salary paid a substitute.

3. Death

- a. Absences because of death in the employee's immediate household or the employee's spouse, children, parents, grandparents, brothers, and sisters, including father-in-law and mother-in-law, shall be allowed with full pay for a period not exceeding five days in each such case. (Not deductible from sick leave.)
- b. Absences due to death of any other family member will be permitted with full pay for the day of the funeral. (Not deductible from sick leave.)

4. Professional Business

- a. Two days' leave of absence with pay may be granted for school business, if application is made in writing and approved by the Principal and Superintendent. (Not deductible from sick leave.)
- b. Application for more extended leave for school purposes shall be made in writing and shall require Board approval. (Not deductible from sick leave.)

5. Personal Business

An employee will be granted, if needed, two personal business days per year, which shall be with full pay, to accomplish legitimate business requirements that cannot be attended to on other than the normal work day. His principal shall be notified three days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes the reason shall be submitted. A personal business day shall not be granted for a day preceding or the day following holidays or vacations, and the first and last day of the school year, except by special approval from the Superintendent.

6. Maternity Leave

- a. An employee of the Board of Education shall notify her principal or other superior of her intent to take a maternity leave of absence, or, in the case of a non-tenured employee, to resign, no later than 60 days prior to the date on which she intends to leave. Such notification will be accompanied by a written

statement from the doctor indicating the expected birth date of the child. The leave of absence or resignation shall begin on the date stipulated by the employee, subject to her continued ability to perform all professional responsibilities as determined by her principal or other superior.

- b. At the time a tenured employee applies for said leave, she shall also submit the date on which she will return to employment. Her date of return may be as soon as she feels competent to fulfill her professional responsibilities, or shall extend for one year following the birth of the child and as much longer as may be required to terminate on the next succeeding September 1. The Board of Education will grant such leave of absence without pay. In the event that normal condition attendant upon pregnancy and birth does not prevail, the employee may apply to the said Board for permission to return to her position prior to the termination of the period for which leave was granted, and such application will be granted provided the Board has not filled the position with an employee under contract.
- c. A non-tenured employee may apply to the Board for permission to return to complete her contract period either by applying at the time of notification of pregnancy, or thereafter, in the event that normal condition attendant upon pregnancy and birth does not prevail. Such application will be granted for the balance of her existing contract provided the Board has not filled the position with an employee under contract.

7. Child Adoption

Any teacher adopting a child shall be eligible to receive leave similar to maternity leave. Any teacher planning adoption should notify the Superintendent upon submitting legal application for adoption.

8. Judicial Proceedings

Absences from school by reason of a subpoena by any court shall be allowed with full pay, providing a copy of the subpoena is shown to the Superintendent. If an employee is a party to a suit and is required to appear in court, absence from school shall be with pay less deductions for substitutes. (Not deductible from sick leave.)

9. Quarantine in Contagious Disease

When such quarantine is not because of personal illness, the employee shall be allowed full pay, providing the certificate is filed with the Superintendent. (Not deductible from sick leave.)

When the quarantine is because of personal illness Section I shall apply.

10. On the recommendation of the Superintendent, absence in excess of that referred to in Section 1 through 9 may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board of Education.

PROFESSIONAL RESPONSIBILITIES

1. Teachers shall check in at least 15 minutes before school begins and remain at least 30 minutes following the dismissal of classes before checking out. It is understood that part of the teachers' professional responsibilities include assisting students in counseling, extra help, and make up, in addition to fulfilling their other professional responsibilities.

Exceptions for the time of departure are Fridays (except when a parent conference has been arranged), days preceding holidays, afternoons of P.T.A. meetings, or when permission has been obtained from the principal.

2.
 - a. Teachers in the middle school shall have at least one professional period per day, and where scheduling permits, shall have one team planning period per week.
 - b. In the elementary schools, when pupils are scheduled for art, music, and physical education classes, the classroom teacher may use the special period for planning. The principal may request the teacher to be present under extraordinary circumstances. This provision is contingent upon the availability of substitutes for special teachers, and every effort will be made to assign such substitutes.
3. Anticipating the professional cooperation of the staff in effecting this provision, regular teachers shall not be used as substitutes, thereby depriving them of their professional periods, except in the case of an emergency.

NON-TEACHING DUTIES

1. The Board acknowledges that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end. Teacher aides will be hired as prescribed by the building principal and authorized by the Board to perform non-teaching duties.
2. The Springfield Board of Education will hire aides for lunchroom duty in the schools. These aides will be under the direct supervision of the principal of each school.
3. In the elementary schools, the principals will seek volunteers to assume lunch duty. In the event that there is an insufficient number of volunteers, the principal may schedule all staff members for lunch duty on a rotating basis, providing no teacher is deprived of a lunch period.
4. In the middle school, the principal may schedule teachers for lunchroom and playground supervision with their consent, providing the teachers are not deprived of a regular professional and lunch period.
5. Before-school coverage of the playground shall be shared equally by all teachers, except librarians, in their respective buildings.

ASSOCIATION RIGHTS AND PRIVILEGES

1. Whenever a representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
2. Representatives of the S.T.A. shall be permitted to transact official Association business and/or conduct meetings on school property, provided, however, that the approval of the building principal is obtained in advance as to time and, further, provided that no such transactions, official business and/or meetings shall be permitted to interfere with or interrupt normal school operations or teaching responsibilities.
3. The Springfield Teachers Association shall have the privilege of using school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use. This privilege shall be subject to the prior approval of the principal of the school in which the facilities and/or equipment is to be used. The Association shall provide all materials and supplies incident to such use. No piece of equipment as referred to above is to be removed from any school building. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

4. The Association shall have the privilege of posting appropriate notices of its meetings, social affairs or Association business. Copies of all materials to be posted shall be furnished to the building principal in advance of posting. The Association shall have the right to distribute, through the use of the teachers' mail boxes, material dealing with the proper and legitimate business of the Association.
5. The Association shall be responsible for acquainting its members with all provisions of this Agreement and shall be responsible for adherence to the provisions of this Agreement by its members during the life of this Agreement.

NON-CERTIFICATED PERSONNEL

Specialists-in-residence hired on a part-time basis for the entire school year shall be limited to three (3). Other specialists may be hired to provide services to the system and each of these will be limited to an individual residence period of thirty (30) hours.

TEACHERS' SALARY GUIDE

1974-1975

<u>Exp. Credit</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>6 Year</u>
0	\$9,500	\$10,500	\$11,050
1	9,950	10,870	11,550
2	10,310	11,230	12,020
3	10,660	11,580	12,380
4	11,040	11,970	12,750
5	11,420	12,350	13,140
6	11,800	12,720	13,520
7	12,180	13,100	13,900
8	12,550	13,480	14,280
9	13,000	13,910	14,710
10	13,425	14,350	15,150
11	13,860	14,780	15,550
12	14,300	15,220	16,020
13	14,725	15,650	16,450
14	15,270	16,200	17,000
15	15,810	16,730	17,530
16	16,350	17,280	18,070
17	16,850	17,740	18,600
18		18,470	19,250

AFTER-SCHOOL ATHLETIC ACTIVITIES

The existence and scope of the after-school athletic activities shall be as determined by the Board of Education on recommendation of administration.

During a school year, if there is to be a program of after-school athletic activities, each physical education teacher in the program in the middle school shall be paid \$5.75 per hour for a program having a minimum of 128 hours for boys and 64 hours for girls, the program to be conducted commencing at 3:00 P.M.

During a school year, if there is to be a program of after-school athletic activities, each physical education teacher in the program in the elementary schools shall be paid \$250.00 for a program having a minimum of 48 hours, the program to be conducted commencing at 3:00 P.M.

Physical education teachers will submit hours worked on these activities to the Superintendent of Schools by the fifth (5th) day of each month and shall be paid at the next regular pay-period.

OVERNIGHT FIELD TRIPS

Teachers participating in overnight field trips shall be compensated at the rate of \$28.00 per night. The directors or coordinators (maximum - 2) shall be compensated at the rate of \$33.00 per night.

INSURANCE

All persons represented by the Springfield Teachers Association will be provided the same coverage under the New Jersey State Public and School Employees Health Benefits Program as is now in existence.

SUMMER SCHOOL

The existence and scope of the summer school program shall be as prescribed by the Board. Salaries for summer school personnel shall be as follows:

Summer 1974 - \$900 for a five-week program

\$1150 for the Director

SUCCESSOR AGREEMENT

The Board and the Association agree to commence collective negotiations regarding a successor agreement no later than October 15, 1974 by which time all proposals must be submitted. Both parties agree to meet at reasonable times and to negotiate in good faith.

1. The Board and the Association agree that their respective representatives shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.
2. All collective negotiations shall end on January 1, 1975 but may be mutually extended for 15 days.

DURATION

This agreement shall be effective September 1, 1974 and shall continue in effect until June 30, 1975 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST:

BOARD OF EDUCATION OF THE TOWNSHIP
OF SPRINGFIELD, COUNTY OF UNION

SECRETARY

By: _____
PRESIDENT

CHAIRMAN OF THE NEGOTIATION
COMMITTEE

ATTEST:

SPRINGFIELD TEACHERS ASSOCIATION

SECRETARY

By: _____
PRESIDENT

CHAIRMAN OF THE NEGOTIATION
COMMITTEE