

#449 .

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

July 1, 1991 - June 30, 1993

AGREEMENT

This Agreement made the 4th day of September, 1991, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board"), and the Westfield Education Association, having its principal office at 100 Quimby Street, Westfield, Union County, New Jersey (hereinafter referred to as the "Association").

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

NOW, THEREFORE, It is agreed as follows:

ARTICLE I RECOGNITION

A. The Board's Status

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

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

B. Recognition of the Association

1. The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the public school teachers of the Westfield Public Schools.
2. The appropriate bargaining unit of the Westfield Education Association shall be comprised of the following personnel: computer teachers, classroom teachers, librarians (elementary and secondary), supplemental teachers, enrichment teachers, reading specialists, speech specialists, learning disabilities specialists, special education teachers (trainable, educable, neurologically and perceptually impaired), resource room teachers, nurses, social workers, guidance counselors, psychologists, basic skills teachers, ESL teachers, student assistance counselor and athletic trainer (hereinafter collectively referred to as "Teachers").
3. The unit excludes the following personnel, assistant superintendent, director of instruction, coordinator of elementary education and

personnel, principals, assistant principals, director of special services, director of fine arts K-12, audiovisual director, director of athletics, assistant to the director of athletics, director of health services, director of computer services, department heads, all noncertificated personnel and all certificated personnel not under contract.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, to reach agreement on all matters concerning the terms and conditions of Teachers' employment.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

- A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to either the interpretation and application of the rules, regulations and policies of the Westfield Public Schools, or the provisions of this Agreement. The purpose of this grievance procedure is to secure, at the lowest possible level, a resolution of grievances which may from time to time arise affecting the terms and conditions of employment of members of the bargaining unit. This grievance procedure is to be used for the settlement of grievances only and shall not be used as an instrument for negotiating changes in Board policy.
- B. A "Grievance" is a claim by a Teacher or the Association based upon an interpretation, application or violation of this Agreement or the rules, regulations and/or policies of the Westfield Public Schools, or based upon an administrative decision, affecting the terms and conditions of employment of a Teacher or a group of Teachers.
- C. Any Teacher may discuss informally any Grievance with any appropriate member of the school administration. The Teacher may meet with his/her department head, supervisor, assistant principal, or principal to discuss the Grievance. He/She may also use other professional staff members or Association representatives in endeavoring to satisfactorily resolve the Grievance.
- D. These Grievance procedures shall not apply in the following instances:
 - 1. A complaint regarding any matter as to which the Board does not have legal authority to act
 - 2. Any matter as to which a statutory remedy is provided, exclusive of N.J.S.A. 18A:6-9

3. A complaint of a non-tenured Teacher by reason of his/her not being re-employed
 4. A complaint of any Teacher by reason of appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or required.
- E. A Grievance, to be considered, must be initiated in writing as hereinafter provided within twenty (20) school days of its occurrence or within fifteen (15) school days after the Teacher had knowledge of its occurrence.
 - F. The aggrieved Teacher and the Association shall, during and notwithstanding the pendency of any Grievance, continue to observe all assignments and applicable rules and regulations of the Board until such Grievance and any effect thereof shall have been fully determined.
 - G. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
 - H. An aggrieved Teacher may present his/her written Grievance and process it through Steps 1 and 2 of the grievance procedure by himself/herself, or, at his/her option, through a representative of the Association. Where an aggrieved Teacher is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the Association's views.
 - I. In the event that a Grievance is not resolved informally as suggested by Section C, the following procedure will be followed and the forms developed by the Board and the Association will be used:
 - Step 1. The aggrieved Teacher shall file his/her Grievance with the supervisor or Administrator immediately concerned. The Grievance must be in writing, on the prescribed form, and the writing shall set forth all relevant facts known at that time, the specific contract clause, rule or regulation under which the Grievance has arisen, the date of the alleged Grievance, and relief sought. The supervisor or Administrator immediately concerned shall render his/her decision in writing with the reasons within five (5) school days after receipt of the Grievance.
 - Step 2. Upon receipt of such written decision, the aggrieved Teacher may, within a five (5) school day period, submit the Grievance to the next level of authority. The person at the next level of authority below the Superintendent, where one exists, and staff members of his/her choosing may meet with the aggrieved Teacher and a representative of the Association within five (5) school days after receipt of such a Grievance, and he/she shall render his/her decision in writing with reasons no later than five (5) school days after such meeting or within five (5) school days after receipt of the Grievance from the aggrieved Teacher if no meeting is held.

Step 3. In the event that the Grievance is not resolved at Step 2, or if no intermediate level of supervision exists, the Association may within ten (10) school days after receipt of the written decision at Step 2 (or at Step 1 where no intermediate level of supervision exists), submit to the Superintendent for review the Grievance, setting forth any additional relevant facts known at that time. The Superintendent, or his/her designee, in the absence of the Superintendent, and staff members of his/her choosing, shall meet with the aggrieved Teacher and a representative of the Association within ten (10) school days after receipt of the Grievance at Step 3. The Superintendent shall at such meeting discuss the Grievance and shall render his/her decision in writing with reasons no later than ten (10) school days after such meeting.

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

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

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

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

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

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

K. Time Limits

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

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

L. Group Grievance

Any Grievance which affects a group or class of aggrieved Teachers may be presented in writing by the aggrieved Teachers or by a representative of the Association to the next level of authority at Step 2 without first having been processed through the previous steps of the grievance procedure.

Such group Grievances shall be initiated at Step 2 and thereafter in accordance with the procedures set forth above.

- M. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.
- N. All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file and shall not be kept in the personnel file of any of the participants.

**ARTICLE IV
TEACHER RIGHTS AND RESPONSIBILITIES**

- A. No Teacher shall be disciplined or reprimanded without just cause.
- B. All Teachers shall maintain the right and responsibility to determine grades and other evaluations of students in accordance with the grading

policies of the Westfield Public Schools. Except in unusual circumstances, no grade or evaluation shall be changed without the knowledge and approval of the Teacher.

- C. Whenever any Teacher is required to appear before the Board or any committee thereof or any of its Administrators concerning any matter of discipline which could adversely affect (1) the continuation of that Teacher in his/her office, position or employment, (2) or that Teacher's salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- D. Nothing in this agreement shall be construed to deny or restrict any employee such rights as she/he may have under New Jersey Statutes or regulations of the Commissioner of Education or applicable laws and regulations.

ARTICLE V ASSOCIATION PRIVILEGES

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

Association. The Board will, using said mailbox, forward to the Association copies of all written reports made by the Board or the administration to the public or any segment of the public.

ARTICLE VI TEACHER WORK YEAR

- A. 1. The Teacher work year for Teachers assigned to Grades K-5 shall consist of 184 days: one (1) teacher preparation day before students enter, 181 student contact days, one (1) day at or near the end of the first marking period for parent-teacher conferences; and one (1) day at the end of the school year for the completion of administrative tasks. Make-up days will be included in the school calendar at the discretion of the Board.
 2. The Teacher work year for Teachers assigned to Grades 6-12 shall consist of 184 days: one (1) teacher preparation day before students enter, 181 student-contact days, and two (2) days at the end of the school year for the completion of administrative tasks, including the correction of examinations. Make-up days will be included in the school calendar at the discretion of the Board.
 3. The last two (2) student-contact days for Teachers in Grades K-8 shall be early release days.
- B. The Teacher work year for Guidance Counselors shall consist of 5 work days before Teachers in grades 6-12 enter, 181 student contact days, and five (5) work days after the last work day for Teachers in grades 6-12. Make-up days will be included in the school calendar at the discretion of the Board.
 - C. There shall be no increase in the length of the Teacher work day without negotiations.
 - D. Prior to any decision by the Board to adjust the starting time of the teacher work day, the Association will be consulted.
 - E. Prior to making recommendations to the Board for the school calendar, the Superintendent shall consult with the Association.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

- A. Each high school Teacher shall arrive in the building ten (10) minutes before the Teacher's first scheduled assignment, and shall normally remain for thirty (30) minutes after the Teacher's last scheduled assignment to assist students, meet parents and attend faculty and committee meetings.
- B. Each intermediate school Teacher shall arrive in the building fifteen (15) minutes before the Teacher's first scheduled assignment, and shall normally remain for thirty (30) minutes after school to assist students, meet parents and attend faculty and committee meetings.

- C. Each elementary school Teacher (grades K-5) shall be in his/her classroom five (5) minutes prior to the start of the students day and shall normally remain for twenty (20) minutes after the regular student dismissal time except on early student dismissal days when Teachers may be required to remain until the normal Teacher dismissal time.
- D. On school days immediately preceding the Thanksgiving, Christmas, winter and spring holidays or vacations, and on Fridays where the following Monday is a holiday, the Teachers' day in the high school shall end immediately following the Teachers' last scheduled assignments and the Teachers' day in the intermediate schools and the elementary schools shall end immediately following the regular student dismissal time.
- E. The normal in-school work day for high school Teachers shall be seven (7) hours and eight (8) minutes which shall include a forty-three (43) minute duty-free lunch period and a forty-three (43) minute preparation period.
- F. The normal in-school work day for intermediate school Teachers shall be seven (7) hours and five (5) minutes which shall include a forty (40) minute duty-free lunch period. During a normal full work week, intermediate school Teachers shall be afforded ten (10) preparation periods.
- G. The normal in-school work day for elementary Teachers (grades K-5) shall be six (6) hours and fifty (50) minutes which shall include five (5) hours and fifteen (15) minutes of instruction time, and a sixty (60) minute duty-free lunch period.
- H. Elementary classroom Teachers (grades K-5) shall be excused from the classroom and afforded preparation periods during the regularly scheduled classes of special elementary Teachers (including art Teachers, music Teachers, librarians, and health and physical education Teachers, nurses, elementary computer Teachers), such guaranteed preparation time to total for each elementary classroom Teacher not less than thirty (30) consecutive minutes per day.

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

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

Special elementary Teacher substitutes and/or classroom Teacher substitutes will be sought by the District so that elementary classroom and/or special elementary Teacher's regularly scheduled preparation periods may be observed. In the event that a substitute cannot be found and, as a result, any such Teacher shall receive less than his/her guaranteed thirty (30) minutes of preparation time on a given day, said Teacher shall be paid for the loss only of his/her guaranteed preparation

time at the rate of ten (\$10.00) dollars per thirty (30) minutes, it being understood (I) that payment for the loss of preparation time shall only be required when the Board fails to provide a substitute and not when guaranteed preparation time is lost due to a shortened school day or any special activity and (II) that no payment shall be required in connection with the loss of non-guaranteed preparation time.

- I. Teachers may leave their buildings without requesting permission during their scheduled duty-free lunch periods provided that they sign out and in on appropriate forms in the main office of their respective buildings.
- J. Early shift Teachers in the high school who work periods 1 through 8 shall (when required to remain at school until after the 9th period for attendance at faculty meetings, departmental meetings, special services meetings, committee meetings and/or inservice meetings to be attended not only by the said Teachers, but also by late shift Teachers in the high school who work periods 2 through 9) be paid twelve (\$12.00) dollars. No payment need be made for attendance at the meetings themselves.
- K. Any Teacher, from any school, who volunteers for elementary school lunch-time supervision shall be compensated at the rate of twelve (12) dollars for each one-half (1/2) hour of such supervision.
- L. Any Teacher, from any school, who volunteers for elementary school early morning supervision of students from 8:20-8:40 a.m. and any Teacher who (in the absence of a sufficient number of volunteers) is assigned to such supervision, shall be compensated at the rate set forth in Schedule B.
- M. Elementary school Teachers (grades K-5) shall be afforded two (2) early release days, one (1) in the fall term which shall be for the purpose of providing additional preparation time and one (1) in the spring term which shall be for the purpose of district grade level activities.
- N. Additional preparation time for elementary classroom Teachers (grades K-5) shall be afforded four (4) times per year, one (1) hour each marking period.
- O. Each traveling Teacher shall only be required to attend meetings at the building which has been designated as his/her home-base.
- P. Traveling Teachers shall be declared elementary, intermediate or high school Teachers for the purposes of scheduling.
- Q. In the event that a substitute cannot be found and, as a result, any Teacher of grades 6-12 is assigned to cover a class during his/her preparation period, said Teacher shall be compensated at the rate of twelve (12) dollars per coverage, it being understood that payment for loss of guaranteed preparation time shall only be required when the Board fails to provide a substitute and not when a preparation period is lost due to a shortened day or any special activity.
- R. Any teacher in grades 9-12 who is scheduled to have six or more classroom preparations shall have no assigned homeroom or other nonteaching duties. This provision does not apply to special education, ESL and other special teachers.

**ARTICLE VIII
PARENT TEACHER CONFERENCES**

- A. Teachers in grades K-5 (including ESL Teachers, basic skills Teachers and Teachers of special education students) shall, during the six (6) week period commencing three (3) weeks before and ending three (3) weeks after the issuance of report cards in November (the "Fall Period"), provide parent-teacher conferences to be held on the following days to be scheduled in the school calendar promulgated by the Board:
1. One (1) school day (the "Conference Day") on which said Teachers shall not be required to teach students and on which said Teachers shall, between 2:00 p.m. and 8:50 p.m. (with one (1) hour duty-free dinner break), conduct parent-teacher conferences; and
 2. One (1) school day (the "Early Release Day") on which said Teachers shall not be required to teach students after a four (4) hour session and on which said Teachers shall (after the completion of said four (4) hour session and one (1) hour duty-free lunch break) conduct parent-teacher conferences during the remainder of the in-school work day.
- B. All classroom Teachers in grades K-5, (including ESL Teachers, basic skills Teachers, and Teachers of special education students) shall be responsible to attempt to schedule a conference with the parent(s) of each of the children in his/her class during the Fall Period. All other elementary Teachers (including art Teachers, music Teachers, health and physical education Teachers, nurses, librarians and elementary computer Teachers) shall, when specifically requested by a parent or another elementary Teacher, hold parent-teacher conferences during the Fall Period. All conferences which are part of the Fall Period conference program shall be held, to the extent possible, on the Conference Day and/or the Early Release Day.
- Special elementary Teachers (including art Teachers, music Teachers, health and physical education Teachers, nurses, librarians, and elementary computer Teachers) will be required to report to work on both the Conference Day and the Early Release day during regularly scheduled work hours.
- C. If any portion of the Fall Period conference program shall remain uncompleted after the Conference Day and the Early Release Day, each classroom Teacher in grades K-5, (including ESL Teachers, basic skills Teachers and Teachers of special education students) shall complete the program at such times on such other work days as are scheduled between himself/herself and the affected parents, provided that such conferences do not interfere with Teachers' regular classroom responsibilities.
- D. Unless a parent-teacher conference has been scheduled, classroom Teachers in grades K-5 (including ESL Teachers, basic skills Teachers and Teachers of special education students) shall not be required to be present in school during the scheduled conference times on the Conference Day or the Early Release Day.

- E. Nothing in this Article shall be construed to prevent parent-teacher conferences from being held, at the request of a parent, guardian or Teacher, at any time during the school year other than on the Conference Day or the Early Release Day.

ARTICLE IX TEACHER EMPLOYMENT

By February 15, an overall list of Teachers, including tenured and nontenured Teachers, shall be compiled and arranged in order of decreasing years of professional service in the Westfield Public Schools. The Association shall be provided with ten (10) copies and one (1) copy shall be provided in each building for perusal by any Teacher.

ARTICLE X TRANSFERS AND REASSIGNMENTS

- A. No later than May 10th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent through the Principal not later than May 25th. Such a statement shall include, in order of preference, the grade and/or subject to which the Teacher desires to be assigned and the school or schools to which he/she desires to be transferred.
- B. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual Teacher shall be honored to the extent that the reassignment or transfer does not conflict with the instructional requirements and best interests of the school system. No such requests shall be denied arbitrarily or capriciously.
- C. When an involuntary transfer or reassignment is deemed advisable, a Teacher's area of competence, certification(s), major or minor field of study, length of service in the Westfield Public Schools, length of service in the particular school building and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, may be considered in determining which Teacher is to be transferred or reassigned.
- D. An involuntary transfer or reassignment shall be made only after a meeting between the Teacher involved and the immediate supervisor and/or any other member of the Administrative staff. The Teacher may, at the Teacher's option, be accompanied at such meeting by a representative of the Association.
- E. If a Teacher in grades K-5 is reassigned to another building, that Teacher may report to work on a day during the summer which is mutually agreed upon by the Teacher and the building principal for the purpose of preparing a new classroom and will, in consideration thereof, be paid seventy five (75) dollars for that day.

**ARTICLE XI
TEACHER EVALUATION**

The procedures for teacher evaluation shall be those outlined in the manual entitled, STAFF EVALUATION SYSTEM, as revised June, 1988, the provisions of which are incorporated by reference herein.

**ARTICLE XII
TEACHER-ADMINISTRATION LIAISON**

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

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

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

Areas for consideration shall be current school problems and practices.

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

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

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

- C. Minutes of meetings of the Building Liaison Committee and the Superintendent's Liaison Committee shall be submitted to the Superintendent and the President of the Association not later than ten (10) school days following such meetings.
- D. The Superintendent and the President of the Association may jointly call a special meeting of the Superintendent's Liaison Committee and shall submit

an agenda to Committee members so they may have sufficient time to study it prior to the meeting.

**ARTICLE XIII
INSTRUCTIONAL COUNCIL**

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

**ARTICLE XIV
SICK LEAVE**

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

**ARTICLE XV
PERSONAL LEAVE**

- A. Absence without salary deduction or charge against sick leave may be authorized as follows:
 - 1. For absence occasioned because an employee is quarantined for the sickness of another.
 - 2. For absence occasioned by an accident on the job.
- B. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with his/her approval, be authorized as follows:
 - 1. Up to six (6) days during each school year for the absence occasioned by the death of each parent, husband, wife, daughter, son, brother, sister or member of the Teacher's immediate household.
 - 2. Up to three (3) days during each school year for absence occasioned by the death of each father-in-law, mother-in-law or grandparent.

3. Up to one (1) day during each school year for absence occasioned by the death of each aunt, uncle, brother-in-law or sister-in-law.
 4. Up to an aggregate of four (4) days during each school year for absence occasioned by the serious illness of any one or more of the following: husband, wife, daughter, son, father, mother, brother, sister, grandparent, father-in-law, mother-in-law or member of the Teacher's immediate household.
- C. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent and with his approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections A and B above. A personal emergency is defined as an unavoidable situation, involving absence during school hours which cannot be avoided without substantial hardship.

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

- D. In the event that a Teacher is summoned for jury service while school is in session, the Teacher shall be required to file an application for an exemption under N.J.S.A. 2A:69-2(f). If the Teacher's application for an exemption is denied, the Board shall pay his or her salary in full for the days absent for jury service while school is in session.
- E. Personal leaves of absence without pay may, upon request and in the discretion of the Superintendent and with his/her approval, be granted where a Teacher is not, under Section C above, granted a personal leave of absence without salary deduction.

ARTICLE XVI EXTENDED LEAVES

A. Disability Leave

1. Any Teacher who experiences a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, or the like, shall be entitled to a paid or unpaid Disability Leave based upon such disability. In the event that said Teacher applies for a paid Disability Leave, such Disability Leave

shall be chargeable to the accumulated sick leave account, if any, of said Teacher. If the accumulated sick leave account is or has been exhausted, the Disability Leave of absence shall, except as is otherwise provided for under Article XIV of this Agreement, entitled "Sick Leave," be without pay. All policies, practices, rules and regulations applicable to Teachers granted leave under Article XIV of this Agreement, entitled "Sick Leave," shall govern such Disability Leave. The period of disability related to pregnancy and childbirth for which a Teacher may use her accumulated sick leave shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery date or such different period of actual disability as shall be certified to the Board by the Teacher's physician.

2. All Teachers anticipating a long term disability shall notify their Principal of the condition expected to result in disability as soon as practicable, and shall submit to the Principal a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible, the physician's prognosis as to the anticipated duration of such disability.
3. The Board shall have the right to require any Teacher who has been on paid or unpaid Disability Leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall be confirmed by the Board medical inspector.
4. Whenever, in the opinion of the Board, the date of commencement of an unpaid Disability Leave and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board, if, in the opinion of the Board medical inspector, such change is not medically contraindicated.
5. Where an unpaid Disability Leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Teacher to the Board accompanied by written statement from the Teacher's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time; provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and or the education of students and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically N.J.S.A. 18A:30-7.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the

Board, in its absolute discretion, to grant to a non-tenured Teacher a Disability Leave extending beyond the end of such work year. The period of an unpaid Disability Leave granted to a non-tenured Teacher shall not be included in the minimum period required by statute to attain tenure, and said Teacher shall not acquire tenure during such leave.

7. Where a Disability Leave is for disability related to pregnancy, the pregnant Teacher applying for such leave under the provisions of this Section may simultaneously make application for a Child Rearing Leave in accordance with the provisions of Section C of this Article.

B. Maternity/Paternity Leave

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

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

C. Child Reading Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) for adoption, any Teacher shall have the right, upon application, to leave for the purpose of child rearing. Said Child Rearing Leave shall be without pay. In any case where both parents of such child are Teachers in the Westfield Public Schools, only one (1) parent shall be entitled to such Child Rearing Leave at any one time.
2. Application for Child Rearing Leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated birth date of the child. Application for Child Rearing Leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by a Teacher of a notice of such placement.
3. In the case of a Teacher who has been granted Disability Leave under the provisions of Section A of this Article, and who has applied for Child Rearing Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.
4. Child Rearing Leave shall be granted, upon application made therefore, for a period ending as of the date requested by the Teacher unless the date of return selected by that Teacher for the resumption of duties would substantially interfere with the administration of the schools or with the education of pupils. Such Child Rearing Leave shall be automatically extended, in the case of tenured Teachers only, upon the request of a tenured Teacher, for one (1) additional work year. Such request by such tenured Teacher for an extension of such Child Rearing Leave for such additional work year shall be made to the Superintendent in writing no later than the March 1st preceding the expiration of the first period thereof. Effective as of July 1, 1986, the Board will only be required, at its expense, to provide to Teachers on Child Rearing Leave insurance benefits under Sections A, B, C and D of Article XXII of this Agreement for up to, but not more than, twelve (12) months following the commencement of such Child Rearing Leave no matter when such Child Rearing Leave commenced.
5. A Teacher may request early reinstatement, the granting of which shall be in the sole discretion of the Board.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or to extend a Child Rearing Leave of any non-tenured Teacher beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its sole discretion, to grant to a non-tenured Teacher a Child Rearing Leave extending beyond the end of such work year. The period of an unpaid Child Rearing Leave granted to a non-tenured

Teacher shall not be included in the minimum period required by Statute to attain tenure, and said Teacher shall not acquire tenure during such leave.

ARTICLE XVII TEACHER FACILITIES

- A. Each School building shall reserve for the Teachers a faculty room wherever possible. The use of this room for other than Teachers shall not be permitted unless no other suitable space or room is available. This room shall also be reserved for Teachers during their duty-free lunch period.
- B. A telephone will be furnished in each faculty lounge providing means for confidential teacher-parent communication. Personal toll calls will be billed to an individual Teacher's home phone or credit card.
- C. A Teachers' dining room or area will be provided in each school. In each elementary school, this area shall be the faculty room.
- D. The cost of suitable protective clothing for Teachers in physical education, industrial arts, laboratory sciences, art and home economics shall be reimbursed, up to an annual allowance per qualified Teacher of fifty (\$50.00) dollars.
- E. At the high school, parking space will be reserved for all Teachers requesting such space at the beginning of the school year.
- F. A serviceable desk, chair and filing cabinet shall be provided for the use of each Teacher regularly assigned to a single building. Special Teachers shall have these facilities where they are principally based.

ARTICLE XVIII SALARIES

A. Salaries

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

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

1. A Guidance Counselor shall receive a pay differential of five (5) percent above the appropriate step on the salary guide. Each Guidance Counselor who voluntarily works additional days beyond 194 days shall be paid at the rate of \$225 per day for each additional day.
2. Each Teacher who is a member of the Child Study Team and who voluntarily works additional days beyond 184 days shall be paid at the rate of \$225 per day for each additional day.
3. Any librarian or nurse who voluntarily works additional days beyond the 184 days shall be paid at the rate of \$225 per day for each additional day.

C. Extra Compensation for Extra Curricular Activities

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

D. Extra Compensation for Coaching Activities

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

E. New Coaching and Extra Curricular Positions

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

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

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

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

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

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

1. Progress along the pattern of increases shall be automatic unless the Board withholds all or any part of a Salary Increase (defined below) in accordance with the provisions of this Section E.
2. The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any part of a Salary Increase, defined as follows: (a) for any Teacher not at the maximum of any degree level of the Teacher Salary Guide, the annual increment and the negotiated salary adjustment, if any and (b) for any Teacher at the maximum of any degree level of the Teacher Salary Guide, the negotiated salary adjustment, if any.
3. In the event that the Board exercises its rights to withhold for inefficiency or other good cause any Salary Increase or portion thereof, the Board does hereby agree to employ the following procedures.

- a. The immediate superior and/or the Principal shall not forward any recommendation to withhold a Teacher's Salary Increase or any portion thereof to the Superintendent later than April 15 of the school year preceding that in which such action would take effect. The immediate supervisor or Principal shall give to the Teacher against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation, in which event the Teacher may within five (5) school days request in writing an opportunity to meet with the immediate supervisor or Principal. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until five (5) school days after said meeting occurs.
- b. The Teacher may, during the five (5) school day period following the meeting with the immediate supervisor or Principal, request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until said meeting occurs.
- c. Whenever the Superintendent recommends that the Board withhold a Salary Increase or portion thereof, the Teacher to be so deprived shall be given written notice of such recommendation.
- d. If, following such recommendation by the Superintendent, such Teacher desires to pursue the matter further, arrangements shall be made to afford said Teacher reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Teacher must, within seven (7) calendar days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Teacher and the Board shall not constitute a plenary hearing.
- e. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) calendar days after said meeting, give written notice of such action, together with the reasons therefor to the Teacher concerned.

G. Summer Pay

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

H. Payment for Unused Sick Leave

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

1. If the resignation becomes effective as of June 30, the Teacher shall receive an amount equal to his/her number of unused accumulated sick

leave days times fifty (50) dollars, up to a maximum of five thousand (5,000) dollars.

2. If the resignation becomes effective as of any other day, the Teacher shall receive an amount equal to his/her number of unused accumulated sick leave days times thirty (30) dollars, up to a maximum of three thousand (3,000) dollars.

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

I. Payment on Ten or Twelve Month Basis

The salary of each Teacher shall, at the option of the Teacher exercised by the delivery by August 15 to the School Business Administrator of a notice on a form prepared by the Board, be paid on a ten (10) or twelve (12) month basis. The pay years for Teachers who opt for payment on a twelve (12) month basis shall, for the purpose of this provision, be September 15 through the following September 14th.

J. Crowd Control

Teachers who perform crowd control service for high school varsity athletic events shall be paid at the rate of twenty-two and 50/100 (22.50) dollars per event.

**ARTICLE XIX
DEDUCTIONS**

- A. Teacher may elect to have a portion of his/her salary deducted and forwarded to the Union County Teachers' Federal Credit Union, tax sheltered annuities offered by the Board and the Washington National Insurance Company.

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

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

**ARTICLE XX
REPRESENTATION FEE**

A. Purpose of Fee

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

B. Amount of Fee

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

C. Deduction and Transmission Fee

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

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

D. Termination of Employment

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

E. Mechanics

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

**ARTICLE XXI
TRAVELING TEACHER EXPENSES**

A. Teachers who are regularly required by their Principals or supervisors to use their own automobiles in the performance of their duties shall be compensated according to the following procedure.

1. Mileage from the first building location to the last building location of the day is to be indicated on a travel voucher form.
2. Travel voucher forms are to be completed in detail and submitted to the Principals or supervisors at the end of each month for approval.
3. Mileage is to be computed at the Internal Revenue Service rate per mile or, at the option of the Teacher exercised on or before September 15th, the Teacher will be paid according to the following schedule, the payment on account thereof to be made on or before June 30th.

<u>Number of Days of Travel Per Week</u>	<u>Rate of Payment per Year</u>
1	\$ 65.00
2	\$130.00
3	\$195.00
4	\$260.00
5	\$325.00

4. Payments on account of actual mileage will be made in January and June.

ARTICLE XXII INSURANCE

A. Health Insurance

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for the Blue Cross Blue Shield Rider J Plan, (P.A.C.E. program), which will provide for a mandatory second opinion on specified elective surgery.

B. Dental Insurance

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for Blue Cross dental coverage, which will include the usual and customary rate for diagnostic and preventive services, and for the Blue Cross riders covering additional basic, periodontic services, orthodontic services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500.00 per insured per year.

C. Major Medical Rider

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for the Blue Cross major medical rider covering catastrophic events. Effective September 1, 1991 the major medical deductible will be \$200 per individual and \$400 per family.

D. Prescription Plan

The Board shall pay for all Teachers, for either single or family coverage as may be appropriate, the full premium for a prescription plan to be afforded by Blue Cross, which plan will provide for a copay of four (4) dollars for nongeneric prescriptions and a copay of two (2) dollars for generic prescriptions, effective September 1, 1991. Beginning September 1, 1992, the copay will be six (6) dollars for nongeneric prescriptions and a copay of three (3) dollars for generic prescriptions.

E. Coverage for Rehired Teachers

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

F. Coverage After Retirement

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

G. Equivalency Coverage

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

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

**ARTICLE XXIII
SPECIAL GRANTS**

A. General

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

B. Eligibility

Special grants will not exceed \$800 a year with a maximum accumulated limit of \$1,800 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 Public Schools.

C. Procedures

Special grants shall be awarded according to the following principles:

1. The Teacher must submit through the Principal to the Superintendent a detailed outline of the purpose for which the special grant is to be expended. This purpose must be directly connected with the work of the Teacher, and is approved by the Principal and Superintendent.
2. The Teacher shall submit an official transcript to his/her Principal for each course completely or partially funded under these provisions.
3. Special grants will accumulate to a maximum of \$1,800. When the maximum has been accumulated, no further accumulation shall be allowed until at least \$100 of the grant shall have been expended for an approved purpose.
4. Teachers awarded special grants shall not expend them unless they plan to spend the subsequent year teaching in Westfield.
5. 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.
6. Teachers will be notified of the amount of grant money in their accounts on an annual basis.

**ARTICLE XXIV
SABBATICAL LEAVE**

A. General

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

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

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

B. Eligibility

Any Teacher who has completed seven (7) or more successive years of satisfactory service in the Westfield Public Schools may, upon recommendation of the Superintendent, be granted leave of absence for one (1) or two (2) semesters for study or travel on a full-time basis, either or which shall be directly connected with his 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. A subsequent Sabbatical Leave will not be authorized for a Teacher unless and until he or she shall have reestablished eligibility by serving another period of seven (7) or more successive years of successful service.

C. Number of Leaves Authorized

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

D. Applications for Leave

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

E. Subsequent Service

1. A Teacher to whom a Sabbatical Leave is granted shall hereby be deemed to have entered into a contract to continue in the service of the Board for a period of not less than two (2) years after the expiration of the Sabbatical Leave.
2. If a Teacher fails to so continue in service after a Sabbatical Leave, such Teacher shall repay to the Board a sum of money which bears the same ratio to the amount of salary received while on Sabbatical Leave as the unperformed part of the two (2) subsequent years of service bears to the two (2) years, unless such Teacher is incapacitated, has been discharged, or has been released by the Board from this obligation for good and sufficient reasons approved by the Board.

F. Status of Tenure and Pension

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

G. Illness or Accident

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

H. Forfeiture of Leave

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

I. Sabbatical to Disability Leave

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

J. Return to Active Duty

1. A Teacher who has been on Sabbatical Leave for the first semester of any school year shall notify the Superintendent, on or before December

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

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

K. Reinstatement

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

L. Salary

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

ARTICLE XXV PROFESSIONAL IMPROVEMENT

Funds for a program for professional growth through participation of Teachers in approved professional conferences shall be reasonably allocated by the Board in the amount of seventeen thousand (17,000) dollars per year for the sole use of Teachers. The board will account to the Association at the end of each school year with respect to the funds expended on account of professional improvement.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or

otherwise detract from any Teacher benefit existing prior to its effective date.

- B. If any provision of this Agreement, or any application of this Agreement to any Teacher or group of Teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual Teachers, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. However, no provisions of Agreement shall be deemed vested in nontenured Teachers' rights reserved to tenured Teachers.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Teachers, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status, or on the basis of a physical handicap unless the nature and extent of the handicap reasonably precludes the performance of particular employment.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail sent to the following addresses:
 - 1. If by Association, to the Board at 302 Elm Street.
 - 2. If by Board, to the Association at 100 Quimby Street.
- F. All openings for teaching positions in the Summer School shall be publicized by the Superintendent's office. Teacher qualifications and length of service in the Westfield Public Schools will be considered.
- G. Summer school evaluation reports shall be placed in a separate file and not in a Teacher's personnel file.
- H. Effective September, 1991, members of the Association will be entitled to enroll their children in the Westfield Public Schools at no tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not require hiring additional staff. This provision will not require the Board to assume responsibility for out-of-district placements for special education purposes.

**ARTICLE XXVII
ATHLETIC TRAINER**

- A. All of the terms and conditions of this Agreement, except (i) those of ARTICLE VI relating to teacher work year, (ii) those of ARTICLE VII relating to teaching hours and teaching load, (iii) those of ARTICLE VIII relating to parent teacher conferences, (iv) those of Sections B, C, D, G and J of ARTICLE XVIII relating to salaries and (v) those of ARTICLE XXI relating to traveling teacher expenses, shall apply to the athletic trainer.
- B. The salary of the athletic trainer shall be set forth on the Teachers' salary guides and shall be set in accordance with educational degree and years of experience.
- C. The work year of the athletic trainer shall be from August 15 through the conclusion of the Spring athletic season.
- D. The work week and work day of the athletic trainer shall be Monday through Friday from 10:00 a.m. to the end of the afternoon session or athletic contest, except that the athletic trainer may be required to work on Saturdays, Sundays and holidays, and on evenings, when there are athletic events that require the athletic trainer's presence.
- E. The equipment manager responsibilities of the athletic trainer shall, beginning as of July 1, 1989, be deleted from the presently existing job description of the athletic trainer, form the basis for a new co-curricular position entitled "Athletic Equipment Manager" and be performed by the athletic trainer who shall be paid two thousand (2,000) dollars to perform said responsibilities.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

The effective term of this Agreement shall be from July 1, 1991 to June 30, 1993.

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

ATTEST:

WESTFIELD BOARD OF EDUCATION

William Foley

By: Susan H. Pepper

ATTEST:

WESTFIELD EDUCATION ASSOCIATION

Michael Seiler

By: Robert A. Duran

WESTFIELD EDUCATION ASSOCIATION

SCHEDULE "A-1"

SALARY GUIDE FOR TEACHERS AND NURSES

1991-1992

<u>EXP.</u>	<u>STEP</u>	<u>BACHELOR</u>	<u>MASTER</u>	<u>MASTER+30</u>	<u>DOCTOR</u>
1	1	28,858	30,850	32,925	35,075
2	2	29,109	31,118	33,202	35,361
3	3	29,365	31,391	33,494	35,671
4	4	29,875	31,936	34,076	36,291
5-6	5	31,662	33,846	36,115	38,463
7-10	6	32,595	34,845	37,180	39,594
11	7	33,613	35,931	38,339	40,833
12	8	34,632	37,022	39,503	42,070
13	9	36,158	38,655	41,246	43,927
14	10	38,129	40,759	43,488	46,317
15	11	40,669	43,474	46,388	49,402
16	12	43,212	46,191	49,288	52,490
17	13	46,771	49,995	53,345	56,815
MAXIMUM LEVEL					
17+	A	49,558	52,977	56,527	60,202

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

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

WESTFIELD EDUCATION ASSOCIATION

SCHEDULE "A-2"

SALARY GUIDE FOR TEACHERS AND NURSES

1992-1993

<u>EXP.</u>	<u>STEP</u>	<u>BACHELOR</u>	<u>MASTER</u>	<u>MASTER+30</u>	<u>DOCTOR</u>
1	1	31,200	33,450	35,504	37,841
2	2	31,450	33,700	35,784	38,121
3	3	31,721	33,910	36,178	38,530
4	4	31,999	34,207	36,497	38,867
5	5	32,558	34,800	37,129	39,542
6-7	6	34,501	36,878	39,351	41,908
8-11	7	35,517	37,967	40,510	43,141
12	8	36,626	39,151	41,774	44,491
13	9	37,735	40,339	43,042	45,838
14	10	39,398	42,117	44,943	47,862
15	11	41,544	44,409	47,383	50,465
16	12	44,311	47,368	50,543	53,826
17	13	47,082	50,328	53,703	57,194
MAXIMUM LEVELS					
17+	B	50,226	53,692	57,289	61,013
	A	52,973	56,626	60,420	64,348

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

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

WESTFIELD EDUCATION ASSOCIATION

SCHEDULE "C-1"

COACHES SALARY GUIDE 1991-92

	1	2	3	4	5	6	7
Football	3,760	3,957	4,155	4,353	4,551	4,748	4,947
Basketball	3,571	3,760	3,947	4,136	4,323	4,512	4,699
Wrestling	3,571	3,760	3,947	4,136	4,323	4,512	4,699
Baseball	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Field Hockey	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Gymnastics	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Lacrosse	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Soccer	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Softball	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Swimming	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Tennis	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Track:							
Cross Country	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Spring	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Winter	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Volleyball	3,422	3,601	3,781	3,961	4,141	4,321	4,502
Bowling	3,100	3,300	3,400	3,600	3,800	3,900	4,100
Golf	2,631	2,770	2,909	3,047	3,186	3,324	3,463
Assoc. Football	3,233	3,403	3,573	3,744	3,922	4,084	4,254
Varsity Asst.	3,008	3,166	3,324	3,482	3,640	3,799	3,957
Freshman	2,537	2,671	2,805	2,938	3,072	3,205	3,339

Longevity increases will be granted to those coaches who have successfully completed 15 years of coaching in Westfield as follows:

Longevity: \$ 600 per one (1) sport -- 15 years
 \$ 700 per two (2) sports -- 15 years
 \$ 800 per three (3) sports -- 15 years

WESTFIELD EDUCATION ASSOCIATION

SCHEDULE "C-2"

COACHES SALARY GUIDE 1992-93

	1	2	3	4	5	6	7
Football	4,034	4,246	4,458	4,671	4,883	5,095	5,308
Basketball	3,832	4,034	4,235	4,438	4,639	4,841	5,042
Wrestling	3,832	4,034	4,235	4,438	4,639	4,841	5,042
Baseball	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Field Hockey	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Gymnastics	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Lacrosse	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Soccer	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Softball	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Swimming	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Tennis	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Track:							
Cross Country	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Spring	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Winter	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Volleyball	3,672	3,864	4,057	4,250	4,443	4,636	4,830
Bowling	3,333	3,548	3,655	3,870	4,085	4,193	4,408
Golf	2,823	2,972	3,121	3,269	3,419	3,567	3,715
Assoc. Football	3,469	3,651	3,834	4,017	4,208	4,382	4,565
Varsity Asst.	3,228	3,397	3,567	3,736	3,906	4,076	4,246
Freshman	2,722	2,866	3,010	3,152	3,296	3,439	3,582

Longevity increases will be granted to those coaches who have successfully completed 15 years of coaching in Westfield as follows:

Longevity: \$ 600 per one (1) sport -- 15 years
 \$ 700 per two (2) sports -- 15 years
 \$ 800 per three (3) sports -- 15 years

WESTFIELD EDUCATION ASSOCIATION
SALARY GUIDE FOR CO-CURRICULAR ACTIVITIES

1991-92, 1992-93

SCHEDULE "B"

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>1991-92</u>	<u>1992-93</u>
Class Advisors			
Senior	1	1,481	1,592
Junior	1	1,481	1,592
Sophomore	1	1,481	1,592
Freshman	1	1,481	1,592
8th Grade	2	1,133	1,218
Treasurer-Student Activities			
High School	1	3,687	3,963
Edison	1	1,616	1,737
Roosevelt	1	1,616	1,737
Yearbook			
High School	1	3,300	3,549
Edison	1	1,723	1,852
Roosevelt	1	1,723	1,852
Art			
High School	3	1,000	1,075
Drama			
High School	4	3,150	3,386
Edison	1	2,369	2,547
Roosevelt	1	2,369	2,547
Audiovisual			
High School	1	1,550	1,666
Edison	1	1,350	1,451
Roosevelt	1	1,350	1,451
Vocal Music			
High School	1	1,599	1,719
Twirling Sponsor	1	592	637
Jazz Band			
High School	1	1,422	1,528
Edison	1	1,303	1,401
Roosevelt	1	1,303	1,401
National Honor Society			
High School	1	1,669	1,795

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>1991-92</u>	<u>1992-93</u>
Bus Duty			
Tamaques	2	1,385	1,489
Washington	1	1,385	1,489
Wilson	2	1,385	1,489
A.M. Supervision	15	8.00/day	8.00/day
Lunchroom Coordinator		13-1/2 hour 26/hour	13-1/2 hour 26/hour
Musical Director			
Edison	1	2,369	2,547
Roosevelt	1	2,369	2,547
Broadway Singers			
Edison	1	1,777	1,910
Sharps and Flats			
Roosevelt	1	1,777	1,910
All-City Chorus	5	1,156	1,243
Cheerleading			
High School (per sport)	4	1,422	1,528
Intermediate School (per sport)	2	1,422	1,528
Equipment Manager	1	2,369	2,547
Model U.N. Advisor	1	3,080	3,311
Summer Weight Training	1	1,200	1,300
Community Service Advisor	1	3,080	3,311
6th Grade Team Leaders	2	1,292	1,389
Elementary Science Coordinator	2	1,200	1,200
Coordinator			
Child Study Team	4	2,369	2,547
BSIP	1	1,777	1,910
Career Education	1	2,369	2,547
Library	1	1,777	1,910
Project '79	1	1,777	1,910
Special Ed.-Testing	1	1,777	1,910
Computer Software Library	1	1,185	1,274
Special Ed.-High School	1	1,777	1,910
ESL	1	1,777	1,910
Set Design			
High School	1	1,000	1,075
Intermediate	2	700	750

*The listing in SCHEDULE "B" of the number of positions is not, in any way, intended to affect the right of the Board, in its sole discretion, to abolish any position.