

4-028
11-99
THIS COPY
CIRCULATE

A G R E E M E N T

By and Between

EAST WINDSOR REGIONAL BOARD OF EDUCATION

AND

HIGHTSTOWN EDUCATION ASSOCIATION

Concerning

Salaries, Extra-Curricular Salaries,
Both Athletic and Non-Athletic
and Fringe Benefits

July 1, 1978 - June 30, 1979

Mercer

LIBRARY
Institute of Management and
Labor Relations

JAN 4 1979

RUTGERS UNIVERSITY



THIS AGREEMENT, entered into this 9th day of February, 1976 and on September 11, 1978 in accordance with Article II, by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the HIGHTSTOWN EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, BOARD is required by law to negotiate with ASSOCIATION on the terms and conditions of employment of teachers; and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement in writing,

IT IS HEREBY AGREED by and between the parties hereto that:

ARTICLE I - RECOGNITION

- A. The BOARD hereby recognizes the ASSOCIATION for the years 1976-1979 as the exclusive representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 concerning grievances and terms and conditions of employment for certificated personnel under contract by the BOARD in the following job categories:

Classroom teachers	Social Workers
Nurses	Specialist Teachers
Guidance Counselors	Content Specialists
Librarians	School Psychologists
Home Instruction Teachers	Learning Disabilities Teacher Consultants

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all employees represented by the ASSOCIATION in the negotiating unit as above defined. However, terms and conditions of employment for Content Specialists, where they differ from teachers shall be included in an addendum to this agreement.
- C. The term "BOARD" shall include its members and agents. The BOARD agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Laws of 1974, but will reserve the right to meet with employee organizations -- other than the majority group -- to hear their views. A representative of the ASSOCIATION may be given the opportunity to attend.

ARTICLE II - FUTURE NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than 120 days prior to the final budget submission date required of the BOARD of Education for the 1978-1979 budget year for salaries

and fringe benefits, and not later than 120 days prior to the final budget submission date required of the Board of Education for 1979-1980 budget year for all Articles.

- 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.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

SCHEDULE A

ARTICLE XI - SALARY 1978-79

In the year (1978-1979) the Board will calculate the corresponding average salary for each step on the BA guide and on the MA guide of all other districts in Mercer County (Ewing, Hamilton, Hopewell, Lawrence, Princeton, Trenton, Washington Township and West Windsor). The Board will pay a salary for each step on the East Windsor BA and MA guide which will be the average mentioned above, plus the 1972-73 existing differential as follows with maximum salaries of other districts being used for Step 14.

STEP		BA		MA
1	+	\$531	+	\$600
2	+	391	+	459
3	+	250	+	319
4	+	238	+	291
5	+	225	+	275
6	+	234	+	259
7	+	219	+	219
8	+	263	+	244
9	+	213	+	144
10	+	119	+	44
11	+	84	+	63
12	+	50	+	81
13	+	436	+	443
14	+	436	+	443

1. In addition, the current relationship between the East Windsor BA and BA+30 (\$400), the East Windsor MA and MA+30 (\$400) and the East Windsor MA and Doctorate (\$1,050) would be continued.
2. If on September 1, 1978, contract negotiations in any of the other districts in Mercer County (Ewing, Hamilton, Hopewell, Lawrence, Princeton, Trenton, Washington Township and West Windsor) are not completed so as to prevent the Board's calculations as outlined above, then such missing districts shall be replaced for purposes of calculation in the following manner:
 - (a) If one is missing, then the highest available county settlement shall be figured a second time.
 - (b) If a second district is unsettled, then the lowest county district settlement shall be used a second time.
 - (c) The high-low repetition above will be utilized should three (3) or more districts be unsettled on the indicated date.
 - (d) The maximum figure for each district is what will be used to determine the "high-low" computation.
3. Whenever an individual accepts office, position or employment as a teacher in this district, their initial place on the salary schedule shall be determined by the amount of credit for prior teaching and military experience up to and including 7 years.

ARTICLE XI

HEA

SALARY SCHEDULE 1978-79

STEP	BA	PA+30	MA	MA+30	DR
1	\$10,830	\$11,230	\$11,599	\$12,024	\$12,674
2	10,985	11,385	11,766	12,166	12,816
3	11,179	11,579	11,973	12,373	13,023
4	11,510	11,910	12,301	12,701	13,351
5	11,835	12,235	12,662	13,062	13,712
6	12,260	12,661	13,091	13,491	14,141
7	12,660	13,060	13,538	13,938	14,588
8	13,142	13,542	14,076	14,476	15,126
9	13,568	13,968	14,484	14,884	15,534
10	14,205	14,605	15,005	15,405	16,055
11	14,823	15,223	15,709	16,109	16,759
12	15,532	15,932	16,444	16,844	17,494
13	16,879	17,279	17,811	18,211	18,861
14	18,456	18,856	19,419	19,819	20,469

SCHEDULE B

SCHOOL PSYCHOLOGISTS AND LEARNING DISABILITIES
TEACHER CONSULTANTS (LDTC)
SALARIES 1978-1979

The salaries for employees employed in these positions shall be determined as follows:

- (a) The School Psychologists and Learning Disabilities Teacher Consultants place on the staff teachers' guide as calculated in schedule "A" for 185 work days between September 1 and June 30, + 1/10 (one month) salary for twenty (20) additional work days -
- (b) The twenty (20) additional work days may commence on the 186th work day and terminate on or before July 31 following.
- (c) The twenty (20) additional work days outlined in (b) above shall commence and end as mutually agreed to between the employee and the Director - Pupil Personnel Services.
- (d) The total in school work days shall be 205.

SCHEDULE C

COACHES 9-12 - 1978-1979

<u>SPORT</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>	<u>5 year</u>
Soccer (Head)	1094	1146	1198	1250	1303
(Assistants)	656	688	719	751	781
Football (Head)	1407	1511	1614	1719	1823
(Assistants)	844	906	969	1031	1094
Basketball (head)	1355	1459	1562	1666	1771
(Assistants)	813	906	969	1031	1094
Track (Head)	1146	1198	1250	1303	1355
(Assistants)	688	719	751	781	813
Baseball (Head)	1094	1146	1198	1250	1303
(Assistants)	656	688	719	751	781
Cross Country (Head)	833	885	938	990	1042
Indoor Track (Head)	833	885	938	990	1042
Golf (Head)	833	885	938	990	1042
Wrestling (Head)	1355	1459	1562	1666	1771
(Assistants)	813	906	969	1031	1094
Girls Field Hockey (Head)	1094	1146	1198	1250	1303
(Assistants)	656	688	719	751	781
Girls Basketball (Head)	1355	1459	1562	1666	1771
(Assistants)	813	906	969	1031	1094
Girls Softball (Head)	1094	1146	1198	1250	1303
(Assistants)	656	688	719	751	781
Cheerleaders (Fall-Head)	729	781	833	885	906
(Fall Assistants)	438	469	500	531	563
Cheerleaders (Winter-Head)	729	781	833	885	906
(Winter Assistants)	438	469	500	531	563
Girls Tennis (Head)	833	885	938	990	1042
Girls Track (Head)	1146	1198	1250	1303	1355
(Assistants)	688	719	751	781	813
Girls Soccer (Head)	1094	1146	1198	1250	1303
(Assistants)	656	688	719	751	781
Athletic Director	1562	1771	1979	2188	2396

SCHEDULE D

COACHES 6-8 - 1978-79 ONE POSITION EACH, HIS & MHK

POSITION	1 year	2 year	3 year	4 year	5 year
Soccer (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
BASKETBALL (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
BASEBALL (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
INTRAMURAL FOOTBALL	174	191	219	261	306
INTRAMURAL BASKETBALL	174	191	219	261	306
TRACK (Boys)	231	254	289	336	393
TRACK (Girls)	231	254	289	336	393
WRESTLING (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
CHEERLEADER (Year)	541	601	661	752	842
GIRLS HOCKEY (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
GIRLS BASKETBALL (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
GIRLS SOFTBALL (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
GIRLS GYMNASTICS	241	265	301	349	409
GIRLS TENNIS (Head)	579	614	659	718	781
(Assistants)	405	428	463	509	550
PROGRAM DIRECTOR	231	254	289	336	393

SCHEDULE E

EXTRA PAY FOR EXTRA SERVICES 1978-79

<u>POSITION</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>	<u>5 year</u>
COORDINATOR OF ACTIVITIES	753	781	810	868	926
H.S. AVA DIRECTOR	753	781	810	868	926
DATA PROCESS DIRECTOR	753	781	810	868	926
H.S. BAND	840	868	897	955	1013
H.S. YEARBOOK (Lit.)	753	781	810	868	926
H.S. YEARBOOK (Bus.)	405	435	463	520	579
H.S. NEWSPAPER (Lit.)	753	781	810	868	926
H.S. NEWSPAPER (Bus.)	405	435	463	520	579
H.S. DRAMA DIRECTOR	753	781	810	868	926
H.S. DRAMA ASSISTANTS	261	289	318	376	435
H.S. SR. PLAY ASSTS.	463	492	520	579	637
H.S. MUSICAL	753	781	810	868	926
H.S. STAGE PROPS & SCENE	753	781	810	868	926
H.S. MARCHING BAND	289	318	348	405	435
CLASS ADV. SR.	202	202	202	202	231
CLASS ADV. JR.	202	202	202	202	231
6-8 NEWSPAPERS	753	781	810	868	926
6-8 CHORUSES	463	492	520	579	637
6-8 PROPS & SCENERY	231	261	289	348	405
6-8 BANDS	753	781	810	868	926
6-8 PLAY DIRECTORS	463	492	520	579	637
6-8 PLAY ASSISTANTS	231	261	289	348	405
6-8 STUDENT COUNCIL ADVS.	579	607	637	694	753

ARTICLE XV - Leaves of Absence

Leaves of absence without pay may be granted to tenured members represented by the Association; leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing. Each employee upon request may be granted a leave of absence without pay for Child Care, Maternity, Paternity, or Adoption, for a period of not more than one (1) contractual year. Contractual year shall mean the remainder of the school year, plus one (1) full school year. Tenure status is not required. The maximum length of any leave will not exceed one (1) contractual year. A request for continuation of any approved leave shall be in writing to the Board and may be approved or rejected by the Board in writing.

A. Sick Leave

1. All ten month teachers employed shall be entitled to twelve (12) sick leave days each school year, as of the first official day of school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. The employee shall provide a doctor's certificate for illness exceeding three (3) consecutive days.
2. After all sick leave allowed under Section 1 above has been used, an additional twelve (12) days at employee's pay less substitute's pay will be allowed; but in no case less than half ($\frac{1}{2}$) pay.
3. Whenever the BOARD employs a teacher who has an accumulation of unused sick leave days in his/her most recent school district, the BOARD shall grant additional sick leave credit up to a maximum of forty (40) sick leave days. It shall be the responsibility of the teacher to provide to the Board a certified accounting of the unused sick leave days within one year of employment. It shall be the responsibility of the East Windsor Regional School District to inform all applicants of these provisions.
4. Staff Teachers shall be given a written accounting of accumulated sick leave days no later than the first day of each school year.

B. Illness in the Immediate Family Days

1. The Board shall provide three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).
2. The Board shall further provide that, after all such illness in the Immediate Family Days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year are provided at half pay.
3. An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

C. Death in the Family Days

1. The BOARD shall provide five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

D. Death in Other than the Immediate Family Day

1. The BOARD shall provide one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the Death in Other than the Immediate Family Day is exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

E. Marriage Days

1. The BOARD shall provide three (3) days per year at full pay for marriage. After such marriage days are exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

1. The BOARD shall provide full pay for each day that an employee's presence in court is required by subpoena. The BOARD shall further provide full pay for each full day that the employee is required to be in court for jury duty.

G. Days for Other Reasons

1. The BOARD shall provide four (4) days leave of absence with pay per year for religious, personal, legal business, household, or family matters which require absence during school hours. Application to Chief School Administrator for days for other reasons shall be made within two (2) days except in cases of emergency; except that a full deduction will be made for absence on the day before or after a vacation. Any decision affecting a teacher's absence for religious purposes shall be subject to the grievance procedure.

H. Sabbatical Leave

If there are sufficient qualified applicants (teachers for the past year) sabbatical leaves shall be granted to a maximum of two (2) qualified applicants each contract year. The underlying purpose of the sabbatical leave is to improve the teacher's quality of teaching and to enable him/her to gain enriching and broadening experience by professional study, research and personal growth. Major consideration must be given to the benefit which will accrue to the pupils and the community through the individual's growth.

Eligibility - A teacher shall be eligible for a sabbatical leave for the year immediately following the completion of seven (7) consecutive years of service in the school district. A teacher shall not be eligible for more than one (1) sabbatical leave.

Length of Leave - Such leaves of absence shall be for one (1) full academic year or one-half ($\frac{1}{2}$) academic year.

Purpose of Leaves - Sabbatical leaves will be granted for the purpose of professional study, research and personal growth.

Application - A written request for a sabbatical leave shall be submitted to the Chief School Administrator prior to March 31st of the school year preceding the academic year for which the leave of absence is desired.

A committee composed of an equal number of staff teachers appointed by the Association and an equal number of representatives appointed by the Chief School Administrator shall screen and endorse candidates for sabbatical leave. This endorsement shall be forwarded to the Board by the Chief School Administrator and approval shall not be withheld by the Board unreasonably.

Applicant's statement of purpose and plan for the sabbatical leave should reflect professional maturity commensurate with ability and experience.

The written application should outline in detail the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction, and any additional information which will be helpful in evaluating the request.

The application shall include details of plans for one of the following: (a) Research - the topic, the objectives and the methods to be followed in completing the research; (b) Study - the course and objectives of the program of study. (c) Personal Growth - outline and objectives to be followed.

Evaluation of Application - The Chief School Administrator shall evaluate each request and shall submit a recommendation to the Board.

In making this evaluation, the Chief School Administrator shall give first consideration to those plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the teacher applying for leave.

The Chief School Administrator may request the presence of the applicant at the Board meeting at which the request is to be considered. This will provide the Board with the opportunity to explore to the fullest extent possible the plan and purposes of the teacher.

Condition of Leave - As a condition for the granting of the sabbatical leave, the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of the salary received while on sabbatical that the unfulfilled portion of the two subsequent years' service bears to the full two (2) years. However, the teacher shall be released from such payment if the failure to serve the stipulated two (2) years be due to illness or disability, or if the teacher is discharged from the position. In addition, no repayment will be due from the teacher's estate, if the teacher should expire before the end of the two (2) year period.

Salary and Benefits - A teacher on sabbatical leave shall receive a salary based on the following:

- (a) A teacher on sabbatical leave shall receive a salary equal to 100% of the salary received were the teacher teaching in the school system that year; 10; $\frac{1}{2}$ year's salary for a half year sabbatical or one year's salary for one (1) year sabbatical.

Salary payments will be made on the same basis as for other teachers.

From this compensation, regular deductions shall be made for the Teacher's Pension and Annuity Fund, and such other deductions that are required or that have been requested by the teacher, (Article XIX, Deduction From Salary).

The Board will continue its normal contribution for health insurance and other fringe benefits for the teacher during such leaves of absence.

During a sabbatical leave, the teacher shall continue to accumulate sick leave.

The leave of absence shall be counted for purposes of seniority and advancement on the salary guide. A teacher returning from sabbatical leave shall be placed on the step of the appropriate guide he/she would have attained had he/she taught the entire previous year in the school district.

Notification to Teacher - Notification of the action taken by the Board on requests for sabbatical leaves will be given in writing by May 1st following the submission of the application.

Interrupted or Termination of Leave - In the event that injury or illness compels the teacher to interrupt or to terminate the sabbatical leave, the teacher must notify the Chief School Administrator immediately.

Upon receipt of such notification, the Chief School Administrator shall notify the Secretary of the Board and the Teacher that the provisions of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification.

The teacher shall have the medical reasons for interruption of the leave verified by a medical doctor, and have a report forwarded to the Chief School Administrator.

Upon release by the teacher's private physician, the teacher will return to regular duty for the remainder of the school year.

For the balance of the academic year, the teacher will be assigned as needed, at the discretion of the Chief School Administrator within the area in which the teacher is certificated.

In instances where the leave is terminated by illness or injury, the teacher will receive sick pay for a period of time equal to the accumulated sick leave. If the accumulative sick leave is exhausted and the teacher is either unable to resume the leave of absence and carry out the objectives or to return to school, the Board shall determine whether to grant a leave of absence for the balance of the academic year, and under what conditions.

If a leave is abrogated, the teacher shall not be restricted from requesting a leave in any subsequent year.

If a leave is terminated, the teacher's seniority and credit shall continue just as if the sabbatical leave had continued.

General Requirement - The applicant shall be required to carry out the sabbatical project as outlined in his/her proposal.

Reports - At the completion of the leave, the teacher shall submit a written evaluation of the experiences in light of the objectives for which the leave was granted. In addition, an oral report may be requested by the Board.

Revocation of Leave - If the Chief School Administrator is convinced that the teacher is not fulfilling the purposes for which the leave was granted, the Chief School Administrator shall report this fact to the Board.

If the Board believes that the leave should be revoked, it shall provide the teacher with a plenary hearing.

After evaluating the merits of the case, the Board shall either continue the leave of absence or revoke the leave, and return the teacher to service.

Return to Service - A teacher returning to service after a sabbatical leave may be assigned to any grade or subject for which the teacher is certificated and qualified. Assignments shall be discussed with the teacher prior to the offering of the succeeding contract or salary agreement in accordance with Article XII - Teacher Assignment and Transfer.

I. Child Care, Maternity/Paternity, or Adoption

1. These leaves shall be granted consistent with New Jersey Law and the decision and orders of the Division of Civil Rights of the Department of Law of the State of New Jersey.

J. Military Leaves of Absence

1. Brief Military Leave of Absence

- (a) Brief leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually. Such leaves are authorized by Chapter 351 Section 38:23-1 of the New Jersey Statutes amended as follows:

"An officer or employee of the State or a County, School District or Municipality, who is a member of the organized reserve of the Armed Forces of the United States or other Organization affiliated herewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days on which he/she shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee."

- (b) A copy of the military orders shall be filed with the Secretary of the Board.

2. Extended Military Leave of Absence

- (a) Leave of absence for an extended period of time, without pay, will be granted upon request and upon filing a copy of the military orders with the Secretary of the Board. An extended period is defined as any period longer than 90 days.
- (b) Such leaves are authorized according to statute 18:6-13, page 377, third volume of new edition, summarized as follows:

"Every person holding a position who has entered the armed forces shall be entitled to all the benefits and be subject to all the terms and conditions of Chapter 119 of the laws of 1941.

Such person shall be entitled to the benefit of any increase in salary during his/her leave of absence which such person would have enjoyed had he/she not entered the service. Such employee shall be granted a leave of absence for the period of such service and have a further period of three months after receiving his/her discharge from the service.

If any such person shall be incapacitated by wound or sickness at the time of his/her discharge from service his/her leave of absence shall be extended until three months after his/her recovery or until the expiration of two years from the date of his/her discharge from such service, whichever shall first occur. In no case shall such person be discharged or separated from his/her employment during such period of leave of absence because of his/her entry into such service. Such person shall apply therefor before the expiration of his/her leave of absence and provided he/she shall be honorable discharged from such service.

According to the Department of Education, Division of Controversies and Disputes, the Board of Education is responsible for the payment of the employee's pension fund contributions during the time he/she served in the military service."

