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AGREEMENT

By and Between

BOARD OF EDUCATION

of

EAST WINDSOR

REGIONAL SCHOOL

DISTRICT

and

THE HIGHTSTOWN

EDUCATION ASSOCIATION

July 1, 1973 - June 30, 1976

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T H I S A G R E E M E N T, entered into this 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".

W I T N E S S E T H:

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 on all such matters and desire to reduce their 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 1973-76 as the exclusive representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 303, Laws of 1968 concerning grievances and terms and conditions of employment for certificated personnel under contract by the Board in the following job categories:

- Classroom teachers
- Nurses
- Guidance counselors
- Librarians
- Home instruction teachers
- Social workers
- Specialist teachers

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.

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 303, Laws of 1968, 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 - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations other than Article XI shall begin not later than October 15, 1974 the calendar

year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

- 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.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers but a complaint of a non-tenure teacher which arises by reason of his not being re-employed shall not be within the meaning of this section.
- 2. An "aggrieved person" is the person or persons making the claim. All teachers, including the grievant, shall continue under the direction of the Superintendent and administration regardless of the pendency of any grievance, until such grievance is properly determined.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Level one -

(a) Any professional employee who has a grievance shall discuss it first with his immediate superior and then his principal in an attempt to resolve the matter informally at that level.

(b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

2. Level two -

The professional employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal in writing, shall confer with the concerned parties, and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.

3. Level three -

(a) If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred to the Professional Relations Committee of the ASSOCIATION. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the parties concerned in writing of that determination.

(b) If the Professional Relations Committee determines that the grievance has merit, it shall recommend that the grievance be heard by the BOARD.

(c) If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the Superintendent of Schools, and the BOARD.

(d) An employee whose grievance has been determined to be without merit by the Professional Relations Committee shall retain the right to appeal in writing to the BOARD, within 10 school days of the determination by the Professional Relations Committee.

4. Level four -

(a) If the grievance is not solved to the professional employee's satisfaction, he may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the BOARD. A Committee of the BOARD shall review the grievance, hold a hearing with the professional employee, if requested, and render a decision in writing within 15 calendar days. A copy of the Board's decision shall be forwarded to the ASSOCIATION.

5. Level five -

(a) Any grievance supported by the Professional Relations Committee and not resolved to the satisfaction of the employee after review by the committee of the BOARD shall, at the request of the Professional Relations Committee, be submitted to arbitration by the American Arbitration Association.

The following procedure will be used to secure the services of an arbitrator:

(4)

(a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine, within 10 school days of the second request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the BOARD. The decision of the arbitrator shall be final and binding. Only the BOARD and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, shall be borne equally by the BOARD and the professional employees.

(d) All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

6. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

7. Rights of Teachers to Representation

Any grieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

8. Reprisals

No reprisals of any kind shall be taken by the Board or by the Association against any party in interest, any member of the Association, any representative, or any participant in the grievance procedure by reason of such participation.

9. Group Grievance

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two of the Grievance Procedure.

2. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be part of the personnel file of any of the participants.

ARTICLE IV - TEACHER RIGHTS

- A. All teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other Association activities for mutual aid and protection in accordance with Chapter 303, Laws of New Jersey 1968.
- B. Nothing contained herein shall be construed to deny or restrict such rights as a teacher may have under New Jersey School Laws or other applicable laws and regulations.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the East Windsor Regional School District.
- D. The personal life of a teacher shall not affect the teacher's employment except as it may prevent the teacher from performing properly his assigned functions.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The BOARD recognizes the Association rights as defined in Chapter 303 Public Laws of New Jersey 1968.
- B. The BOARD agrees to furnish to the Association available information that is in the public domain upon reasonable request. The BOARD shall furnish copies of the available information upon written request therefor but shall not be required to prepare information not already in existence.
- C. The Association shall have the privilege to use school buildings at reasonable non-school hours on school days for meetings provided that the approval of the principal of the building in question has been secured in advance of the time of all such meetings. Such approval shall not be unreasonably withheld.
- D. The Association will have reasonable use of the post boxes and the inter-school mail service.
- E. The Board and the Association agree to share equally in the cost of reproducing this agreement as arranged.

ARTICLE VI - TEACHER WORK YEAR

- A. The school calendar shall be discussed each year between the BOARD and the Association not later than April 15.
- B. The teacher work year shall consist of one hundred eighty five (185) in school work days which may not begin before September 1 or end after June 30, except for the present teacher orientation programs held each year.
- C. Teachers as defined in this Agreement are employed for the school year commencing September 1 and ending June 30 subject to such reduction in time as may result from prior completion of all teacher assignments and responsibilities but shall not exceed the normal teachers' work year.

ARTICLE VII - TEACHING CONDITIONS

- A. Teachers may be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to clock-in or clock-out by hours or minutes. For safety purposes, however, and unless other arrangements are made with the individual building principals, teachers are expected to be in the school buildings at least fifteen (15) minutes before the official arrival time of students and the beginning of the school day and to remain in the school building at the end of such day at least fifteen (15) minutes after the students have been dismissed. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his recognized professional responsibility to assist students after school has been dismissed when such help is needed or requested. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
- B. Teaching schedules shall remain under the authority of the building principals. The Board and H.E.A. recognize and declare that providing a quality education for the children in East Windsor schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teachers.
- C. Teachers shall have a duty free lunch period of at least thirty (30) minutes.
- D. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more that sixty (60) minutes. If additional time is needed by mutual agreement the time may be extended.
- E. Teacher appointment to extra-curricular activities shall be offered and accepted without coercion either way, yearly.
- F. Every effort shall be made to the end that extended trips will be voluntary.

ARTICLE VIII - STAFF PUPIL RATIO

- A. A desired narrow range and an upper limit for the maximum number of children per professional member in grades K-12 shall be determined by the Board with the advice of the Superintendent and his professional staff. A desired narrow range for the minimum number of children in each class in grades K-12 and a lower limit for grades 9-12 shall also be determined by the Board with the advice of the Superintendent and his staff.
- B. The desired maximum for staff ratio will be adhered to more closely as the number of units at any level or in any course increases.
- C. Maximum staff ratio for units shall range from lowest to highest in the following order: (1) Grades (K-2), (2) Grades (6-8), (3) Grades (3-5), (4) Grades (9-12).
- D. Enrollment in classes which are clearly designated as experimental shall be allowed to fall somewhat below established lower limits for a period of one year, after which the results of the experiment shall be ascertained and a new decision made concerning any further experimentation.
- E. In recommending an additional course, the Superintendent must have a definite expectation that enrollment in such a course will rise to the established lower limit within a period of four successive years from the time the course is first offered.
- F. The Board agrees that the staff-pupil ratio shall always be exercised in a reasonable and judicious manner.
- G. Staff-pupil ratio is defined as the number of students per staff member per unit.
- H. Any classroom teacher shall have the right in the event that teacher considers a class to be too large in size to discuss that matter with his Unit Leader and/or Housemaster then with his principal, and if the problem is not informally solved on those levels to discuss the matter with the Superintendent of Schools. If the matter is not resolved within ten (10) days after the discussion with the Superintendent of Schools then the teacher shall have the right to present this problem to the Board of Education for the Board's consideration. The Board shall set forth its decision with reasons therefor in writing.
- I. The Board agrees to maintain a list of substitute teachers who shall be provided with appropriate orientation by the administration.

ARTICLE IX - NON-TEACHING DUTIES

- A. The BOARD will continue to work toward the creation of job categories in the district which will have as major responsibilities, auxiliary services to teachers.

- B. Teacher aides shall perform such non-teaching duties as are assigned by their respective unit leader under the general supervision of the principal. The Board shall, wherever possible, provide a minimum of two teacher aides for each unit.
- C. The assignment of non-teaching aides by the unit leader is for the purpose of relieving the teachers of many ancillary duties so that their time may be spent on professional duties.

ARTICLE X - TERMS AND CONDITIONS OF EMPLOYMENT

The Board reserves to itself the general mandatory powers and duties as defined in Title 18A:11-1:

"Make, amend and repeal rules, not inconsistent with this Title or with the rules of the State Board, or its own government and the transaction of its business and for the government and management of public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees, . . . perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district."

Consistent with Title 18A:11-1 and Chapter 303, Public Laws of New Jersey 1968, present BOARD policies relating to terms and conditions of employment shall remain in force during the contract period.

Proposed new BOARD policies or modifications of existing BOARD policies relating to terms and conditions of employment for this contract period shall be negotiated with the ASSOCIATION before they are established.

A. Certification

- 1. The Board agrees to hire only those teachers approved as certified by the State Board of Examiners.
- 2. Notification: Upon employment, the Board shall notify the Association in writing, the certificates and degrees held and the address of each new teacher.
- 3. Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.
- 4. Notification of Contract and Salary: Teachers shall be notified of their contract and salary status for the ensuing year no later than ninety (90) days prior to the end of each school year.
- 5. Previous Sick Leave Accumulation: Previously accumulated unused sick leave days shall be restored to all returning personnel.

ARTICLE XI - SALARY SCHEDULE

(1973-76)

In each of the years (1973-74) (1974-75) (1975-76) the Board will calculate the corresponding average salary for each step on the BA guide and on the MA guide of all the 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. (ie: 1972-73)

STEP		B.A.		M.A.
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.

In addition the current 1972-73 relationship between the East Windsor B.A. and B.A. + 30 (\$400), the East Windsor M.A. and M.A. + 30 (\$400) and the East Windsor M.A. and Doctorate (\$1,050.) would be continued.

If on May 1 of each year, 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 any individual contract for the following year will be written based on the current salary advanced one (1) step on the same guide. Salary increases resulting from the Board's required calculations will be paid to employees under this agreement retroactively in a lump sum in the second pay after the date all other contracts in the County are settled and adopted and the calculations can be made. A corrected individual contract for each employee under this agreement will then be executed.

(10)

The salary guide agreed to shall be consistent at a minimum with the memorandum issued by the office of the Commissioner of Education.

Whenever an individual accepts office, position or employment as a teacher in this district, his 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.

14 044	14 040	14 036	14 032	14 028
13 044	13 044	13 040	13 036	13 032
12 044	12 040	12 036	12 032	12 028
11 044	11 040	11 036	11 032	11 028
10 044	10 040	10 036	10 032	10 028
9 044	9 040	9 036	9 032	9 028
8 044	8 040	8 036	8 032	8 028
7 044	7 040	7 036	7 032	7 028
6 044	6 040	6 036	6 032	6 028
5 044	5 040	5 036	5 032	5 028
4 044	4 040	4 036	4 032	4 028
3 044	3 040	3 036	3 032	3 028
2 044	2 040	2 036	2 032	2 028
1 044	1 040	1 036	1 032	1 028

14 044
 13 044
 12 044
 11 044
 10 044
 9 044
 8 044
 7 044
 6 044
 5 044
 4 044
 3 044
 2 044
 1 044

ARTICLE XI - SALARY GUIDE FOR 1973-74

BA	BA+30	MA	MA+30	DR
\$ 8,837	\$ 9,237	\$ 9,569.	\$ 9,969.	\$10,619.
8,985.	9,385.	9,709.	10,109.	10,759.
9,138.	9,538.	9,882.	10,282.	10,932.
9,432.	9,832.	10,179.	10,579.	11,229.
9,738.	10,138.	10,500.	10,900.	11,550.
10,084.	10,484.	10,834.	11,234.	11,884.
10,413.	10,813.	11,150.	11,530.	12,200.
10,826.	11,226.	11,524.	11,924.	12,644.
11,219.	11,619.	11,975.	12,375.	13,025.
11,628.	12,028.	12,388.	12,788.	13,438.
12,122.	12,522.	12,938.	13,338.	13,988.
12,644.	13,044.	13,562.	13,962.	14,612.
13,649.	14,049.	14,574.	14,974.	15,624.

ARTICLE XI A - EXTRA PAY FOR EXTRA SERVICES 1973-76

<u>POSITION</u>	<u>1-3 yrs.</u>	<u>4-6</u>	<u>7-9</u>	<u>10-12</u>	<u>13+</u>
COORDINATOR OF ACTIVITIES	\$650	675	700	750	800
DISTRICT A-V-A DIRECTOR	650	675	700	750	800
DATA PROCESS DIRECTOR	650	675	700	750	800
H. S. BAND	725	750	775	825	875
H. S. YEARBOOK (LIT.)	650	675	700	750	800
H. S. YEARBOOK (BUS.)	350	375	400	450	500
H. S. NEWSPAPER (LIT.)	650	675	700	750	800
H. S. NEWSPAPER (BUS.)	350	375	400	450	500
H. S. DRAMA DIRECTOR	650	675	700	750	800
H. S. DRAMA ASSTS.	225	250	275	325	375
H. S. SR. PLAY ASSTS.	400	425	450	500	550
H. S. MUSICAL	650	675	700	750	800
H. S. STAGE PROPS & SCENERY	650	675	700	750	800
H. S. MARCHING BAND	250	275	300	350	375
CLASS ADV. SR.	175	175	175	175	200
CLASS ADV. JR.	175	175	175	175	200
6-8 NEWSPAPERS	650	675	700	750	800
6-8 CHORUSES	400	425	450	500	550
6-8 PROPS & SCENERY	200	225	250	300	350
6-8 BANDS	650	675	700	750	800
6-8 PLAY DIRECTORS	400	425	450	500	550
6-8 PLAY ASSTS.	200	225	250	300	350
6-8 STUDENT COUNCIL ADVS.	500	525	550	600	650

ARTICLE XI B - COACHES SALARY SCHEDULE 1973-1976

<u>SPORT</u>	<u>1-3 yrs.</u>	<u>4-6</u>	<u>5-9</u>	<u>10-12</u>	<u>13+</u>
SOCCKER HEAD	\$ 945	990	1035	1080	1125
ASSISTANTS	567	594	621	648	675
FOOTBALL HEAD	1215	1305	1395	1485	1575
ASSISTANTS	729	783	837	891	945
BASKETBALL HEAD	1170	1260	1350	1440	1530
ASSISTANTS	702	783	837	891	945
TRACK HEAD	990	1035	1080	1125	1170
ASSISTANTS	594	621	648	675	702
BASEBALL HEAD	945	990	1035	1080	1125
ASSISTANTS	567	594	621	648	675
CROSS-COUNTRY HEAD	720	765	810	855	900
INDOOR-TRACK HEAD	720	765	810	855	900
GOLF HEAD	720	765	810	855	900
GIRLS FIELD HOCKEY HEAD	630	675	720	765	810
ASSISTANTS	378	405	432	459	486
GIRLS BASKETBALL HEAD	630	675	720	765	810
ASSISTANTS	378	405	432	459	486
GIRLS SOFTBALL HEAD	630	675	720	765	810
ASSISTANTS	378	405	432	459	486
CHEER-LEADERS HEAD - Fall	630	675	720	765	810
ASSISTANTS - Fall	378	405	432	459	486
CHEER-LEADERS HEAD - Winter	630	675	720	765	810
ASSISTANTS - Winter	378	405	432	459	486
ATHLETIC DIRECTOR	1350	1530	1710	1890	2070

ARTICLE XI B - COACHES SALARY SCHEDULE 1973-1976 - con't.

6-8 Schools (One position per school)

<u>POSITION</u>	<u>1-3 yrs.</u>	<u>4-6</u>	<u>7-9</u>	<u>10-12</u>	<u>13+</u>
Soccer HEAD	500	530	570	620	675
ASSISTANTS	350	370	400	440	475
BASKETBALL HEAD	500	530	570	620	675
ASSISTANTS	350	370	400	440	475
BASEBALL HEAD	500	530	570	620	675
ASSISTANTS	350	370	400	440	475
INTRAMURALS					
FOOTBALL	150	165	190	225	265
BASKETBALL	150	165	190	225	265
TRACK	200	220	250	290	340
CHEERLEADER (YR.)	450	500	550	625	700
GIRLS HOCKEY	200	220	250	290	340
GIRLS BASKETBALL	200	220	250	290	340
GIRLS SOFTBALL	150	165	190	225	265
GIRLS GYMNASTICS	200	220	250	290	340
PROGRAM DIRECTOR	200	220	250	290	340

Other athletic/intramural activities may be substituted for any of the above depending upon interest and need.

1973-74 - 1/2 salary increment
 1974-75 - The other half.
 1975-76 - 1974-75 + 5%

ARTICLE XII - TEACHER ASSIGNMENT AND TRANSFER

- A. Every effort shall be made to give all teachers written notice of their salary schedules, class and/or subject assignment, and building assignments for the forthcoming year not later than the last day of school except in cases of emergency.
- B. In the event that changes in such schedules, class and/or subject assignments are proposed after July 1, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at the teacher's option a representative of the Association.
- C. The teacher assignments in the district shall be within the areas of preparation as certified by the State of New Jersey.
- D. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of fifteen (15) cents per mile.
- E. Teachers who desire a change in assignment or transfer to another building may file a written statement of such desire with the Superintendent not later than February 1. Teachers should be notified of the result of their request by August 15, if possible.
- F. No later than February 15 of each school year, the Superintendent shall post in all school buildings a list of all known vacancies that are anticipated during the following school year.
- G. Wherever possible, no vacancy shall be filled by means of an involuntary transfer or reassignment if there is a volunteer available and qualified in the judgment of the Board to fill said position.

ARTICLE XIII - EVALUATION

- A. The evaluation of teaching at our school system shall be cooperative and constructive with the full knowledge of the teacher. No prior notice need be given. Its major purpose is the improvement of the total teacher-learning situation. Supervisors and teachers shall work together to study factors in the learning situation, and then plan and work for improvement.
- E. Written evaluation of teaching shall be turned in to the Superintendent at a time specified by him. All evaluations for the Superintendent are required by him to be in writing. One copy will be given to the employee and one copy sent to the Superintendent. The teacher is given the opportunity of reading the evaluation, signing it as an indication only that it has been read, and responding by attachment if he so desires.
- C. The very nature of supervision requires that all supervisory activities on the part of supervisors be done in spirit of friendliness and cooperation. Visits to any classroom should not be heralded by any introduction or other formality. The classes should continue as usual.

A conference should follow the visit. Either party shall initiate a conference if either considers it necessary. Teachers should feel free to request additional help and guidance whenever they feel that help would be beneficial.

- D. The observer must be clearly identified as an observer. The Superintendent's delegation of authority for evaluation extends to the principal.
- E. Evaluations are available only to the teacher and administration.
- F. Observations of nontenure teachers shall be sufficient in number to accomplish a comprehensive evaluation.

ARTICLE XIV - ADVISORY INSTRUCTIONAL COUNCIL

- A. An advisory instructional council shall be established as soon as possible after the effective date of this Agreement. The council shall consist of the Assistant Superintendent for Instruction, and two (2) administrators appointed by the Superintendent, one (1) teaching representative elected by each unit and house, who are members of the Association. The council shall have no fewer than five (5), ninety (90) minute meetings each school year to be held during school hours, the schedule, subject and chairmanship therefor to be agreed upon by a majority of the council.
- B. This council shall meet for the purpose of advising and making recommendations in report form to the Superintendent and Board on such matters as curriculum improvement, philosophy and educational goals of the district and research and experimentation.
- C. Temporary groups of committees recommended by the council and approved by the Board may be established to study and make recommendations concerning improvements, changes and additional needs of the district. These temporary committees shall consist of voluntary community leaders, parents, teachers, students, and consultants as may be needed.

ARTICLE XV - LEAVES OF ABSENCE

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 the 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 (1/2) pay.

3. Whenever the BOARD employs a teacher who has an unused accumulation of sick leave days in his 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 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. 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 preceeding 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 Superintendent 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 Superintendent 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 Superintendent 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 Superintendent 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 Superintendent for days for other reasons shall be made within 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

A sabbatical leave shall be granted to a teacher by the Board for study or travel, subject to the following conditions:

1. If there are sufficient qualified applicants (teachers for the past year) for the school years, 1973-1976, sabbatical leaves shall be granted to a maximum of three (3) qualified applicants each contract year. Each may receive a full year sabbatical, or up to six (6) qualified applicants each may receive a half-year sabbatical or any combination thereof not to exceed a total duration of three (3) full years for all applicants.
2. Requests for sabbatical leave must be received by the Superintendent in writing by March 31st of the school year in such form as may be mutually agreed on by the Association and the Superintendent.
3. The teacher has completed at least seven (7) full school years of service in the East Windsor Regional School District. The Board shall give special consideration to those applicants having the greater length of service in the District.
4. During the sabbatical year a teacher will receive 100% of the salary due him while on sabbatical leave; i.e., one-half year's salary for a half year sabbatical or one year's salary for a one year sabbatical.
5. A teacher granted a sabbatical leave must agree to at least two (2) years' employment in the District after return from such sabbatical leave.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.
7. A teacher shall not be granted a sabbatical leave more than once in any seven year period.

I. Maternity Leave

1. Maternity leave 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 therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he 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 18A: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 leave of absence which such person would have enjoyed had he 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 discharge from the service.

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

ARTICLE XVI - INSURANCE PROTECTION

A. Health Insurance

1. The Board shall maintain, at Board expense, group health insurance coverages for all employees and dependents at 100% full family-dependent coverage as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage and a major medical plan.

2. In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of benefits equal to or better than the present contract.

B. Injury Insurance

The Board shall maintain, at Board expense, insurance coverage for all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

C. Liability Insurance

The Board shall maintain, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

D. Prescription Plan

The Board shall maintain, at Board expense, during the second and third years of this contract, 1974-75, 1975-76, a 100% prescription plan, Hospital Service Plan of New Jersey, for all employees represented by this Association and their dependents.

E. N. J. Dental Service Plan

The Board shall maintain at Board expense, during the third year of this contract (1975-76) an extended dental coverage, \$25.00 deductible, known as the N. J. Dental Service Plan for all employees represented by this Association and their dependents.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT

- A. The Board shall assume the full course cost and approved expenses for any courses a teacher is requested or required in writing by the Superintendent to take. This should include costs involved in workshops and conferences which teachers are required/requested to attend.

ARTICLE XVIII - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board has charged its administration with the responsibilities for the maintenance of procedures which will enhance classroom control and discipline.

- B. Each principal shall work out particular rules and regulations with his professional staff through a Building Committee, consisting of three Association appointed members and three representatives of the Administration. This committee will report to the staff any changes or additions to the disciplinary procedure.
- C. Each building discipline committee shall discuss and adopt discipline procedures designed to establish proper classroom control geared to the needs of the students and professional staff members.

ARTICLE XIX - DEDUCTION FROM SALARY

- A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 310, Laws of 1967, N.J.S. 52:14-15.9e.
- B. Annuities - The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

ARTICLE XX - DURATION OF AGREEMENT

This contract represents the exclusive agreements made by and between the East Windsor Regional School District and the Hightstown Education Association. This agreement shall be and become effective on July 1, 1973, and shall terminate on June 30, 1976 as outlined in Article II Section "A" of this contract. In the event that a successor agreement to this contract is not executed before June 30, 1976, this contract shall continue in full force and effect to an additional period not to exceed one (1) year.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have hereunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 12th day of January Nineteen hundred and seventy three.

HIGHTSTOWN EDUCATION ASSOCIATION

Signed, sealed and delivered in the presence of

Rosemarie C. Murphy

By: Elizabeth M. Keller (L.S.)
Elizabeth M. Keller, President
Shirley E. Kervi (L.S.)
Shirley E. Kervi, Secretary

BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT

ATTEST:

Margaret J. DeLellis
Margaret J. DeLellis, Secretary

By: Phyllis Stein
Phyllis Stein, President

STATE OF NEW JERSEY :
: ss.
COUNTY OF MERCER :

BE IT REMEMBERED, that on this 12 day of January Nineteen hundred and seventy three before me, the subscriber, a Notary Public of New Jersey, personally appeared Elizabeth M. Keller and Shirley E. Kervi, who, I am satisfied, are the President and Secretary, respectively, of HIGHTSTOWN EDUCATION ASSOCIATION, called "ASSOCIATION" in the within instrument, and who executed the within instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as the voluntary act and deed of the ASSOCIATION for the uses and purposes therein expressed.

Julia R. Green
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 3, 1975

STATE OF NEW JERSEY :
: ss.
COUNTY OF MERCER :

BE IT REMEMBERED, that on this 12th day of January Nineteen hundred and seventy three before me, the subscriber, a Notary Public of New Jersey, personally appeared Margaret J. DeLellis, who being by me duly sworn, doth depose and make proof to my satisfaction, that she well knows the corporate seal of BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, the BOARD mentioned in the within instrument; that the seal thereto affixed is the proper corporate seal of the said corporation; that the same was so affixed thereto and the execution thereof, the President of said corporation in the presence of the said deponent, as the voluntary act and deed of the said corporation, and that the said deponent thereupon signed the same as subscribing witness.

Sworn to and subscribed before me the day and year aforesaid January 12, 1973.

Julia R. Green
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 3, 1975

Margaret J. DeLellis
Margaret J. DeLellis

