

10-94

AGREEMENT

between the

SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION, INC.

and the

SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT

THE COUNTY OF HUNTERDON, NEW JERSEY

73-74

revised by

(Signature)

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PREAMBLE

This Agreement entered into this _____ day of _____,
19__, by and between the Board of Education of the South Hunterdon
Regional High School District, the County of Hunterdon, New Jersey,
hereinafter called the "Board," and the South Hunterdon Regional
Education Association, Inc., hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of Teachers, Guidance Director, Guidance Counselors, School Nurse, Librarian, Secretaries, Clerks and other such personnel for whom representation may be established, pursuant to and in compliance with Chapter 303, N. J. Public Laws of 1968, but excluding Superintendent, Board of Education Secretary, Principal, Vice-Principal, Bus Drivers, Custodians and Cafeteria Staff.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires.
- B. Designated representatives of the Board and the Association shall meet at mutually agreed times for a period not to exceed three hours each meeting at regular negotiations sessions. This time would not apply to arbitrators, fact-finders, etc. The meetings would be for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach a mutually agreed upon contract and with authorities to effectuate such contract. Both parties shall furnish each other, upon reasonable request, all available public information pertinent to the issue under consideration. When agreement is reached, covering the areas being negotiated, the proposed Agreement shall be reduced to writing and submitted to the Board and the Association for approval.
- C. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this agreement.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board

in force on said date, shall continue to be so applicable during the term of this Agreement. 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.

F. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

B. Procedure

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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 a 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 practical.

2. Level One

A teacher with a grievance shall first discuss it with the principal or immediate superior, either directly or through the

Association's designated representative, with the objective of resolving the matter informally.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the superintendent of schools.

4. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, refer the grievance, either directly or through the PR&R Committee, to the Board of Education.

(b) 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 within five (5) school days from the date of request for review.

5. Level Four

The Board shall review the grievance and shall at the option of the Board, or upon request of the teacher, hold a hearing with the teacher and render a decision in writing with supporting reasons within ten (10) school days of receipt of the grievance by the Board.

6. Level Five

(a) If the matter is not satisfactorily resolved at Level Three within fifteen (15) school days after having been submitted thereto, the Association may, within fifteen (15) school days thereafter, serve notice on the Superintendent that it is proceeding to arbitration, provided however, that only those disputes which arise out of a claim concerning the interpretation, meaning or application of the provisions of this Agreement shall be subject to arbitration.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and

shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which will add to or subtract from or modify the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne by the Board and the Association equally. Any other expenses incurred shall be paid by the party incurring same.

C. Rights of Teachers to Representation

1. Any aggrieved 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. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. If, in the judgment of the PR&R Committee a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the superintendent directly and the processing of

such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. 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.

ARTICLE IV

TEACHER RIGHTS.

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No covered employee shall be disciplined or deprived of status or benefit without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. The dismissal of a non-tenure teacher, however, shall not be a grievable subject beyond Level Four provided the evaluation procedure herein set forth has been followed.
- D. Whenever any teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall, at his discretion, be entitled to have a representative of the Association present to advise him and represent him during such a meeting or interview. A suspended employee shall not be deprived of pay for a total of more than ninety (90) days pending disposition of the matter through grievance and arbitration channels or through prescribed legal procedures. If the Board's action is upheld

any payment made to said employee in excess of that allowed by the final disposition, shall be repaid to the Board by the employee.

- E. No employee shall be prevented from wearing customary Association identification pins or other conventional identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, upon request, agendas, and minutes of all public board meetings, plus annual financial reports, audits, and names and addresses.
- B. The Association shall have, in the school building, the exclusive use of a bulletin board in the faculty lounge.
- C. The Association shall have the right to use the school mail boxes in a reasonable manner.
- D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other employee organization.
- E. The President of the Association shall be given up to three (3) days leave for Association business, without pay, if need arises.
- F. The President of the Association or the Chairman of the Negotiations Committee shall be exempt from all assignments other than their teaching load (these to include study halls, lunch duty, detention, etc.) whenever possible, in order that they may work on Association business.

ARTICLE VI

SCHOOL CALENDAR

- A. The calendar for the next school year shall be as set forth in Schedule B.

- B. Prior to March 1 of the current school year, the Association representatives shall meet with the Superintendent concerning the school calendar. Final determination of the school calendar shall rest with the Board after consultation with the Association, as well as amendment thereof for good reason, subject also to the right of the Association to seek clarification and make recommendations.

ARTICLE VII

TEACHING HOURS, TEACHING LOAD AND SPECIALISTS

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in and sign-out" roster. Teachers such as coaches having extra duties after school can sign out at end of regular academic day.
- B. Teachers shall have a daily duty-free lunch period in length of at least equal to that of the students.
- Staff members may leave the school during the school day providing they are free from assignments, with the approval of principal or superintendent.
- When half-day sessions are scheduled for students, staff members may leave the school campus for a lunch period of at least sixty (60) minutes.
- When half-day sessions are scheduled for students before a holiday or before the Junior Prom, teachers may leave after, but not before, senior high is dismissed.
- C. 1. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty, department, or other professional meetings no more than two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes, except the May award meeting. New teachers shall be required to attend not more than five (5) orientation meetings.
2. An association representative may request to speak to the teachers at any meeting referred to in Paragraph 1 above

for up to five (5) minutes. Such requests shall not be unreasonably refused.

- C. 3. The notice of an agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. Classroom teachers shall, in addition to their lunch period, have at least one daily preparation period during which they shall not be assigned to any other duties.
- E. 1. The daily teaching load in the junior and senior high school shall be five (5) teaching periods and shall not exceed two hundred fifty (250) minutes of pupil contact per day. Assignment to a supervised study period shall not be considered a teaching period for the purpose of this ARTICLE.
2. Teachers electing to accept more than five (5) teaching periods shall be compensated at a rate of 10% of their position on guide per pay period. This shall not apply to Librarians, Nurses, Physical Education teachers and Guidance Directors.
3. Every effort will be made so that regular classroom teachers in the junior and senior high school shall not be required to change subject area teaching stations more than three (3) times during the school day.
4. The maximum number of students in all classes with the exception of physical education, shall be twenty-five (25) whenever possible.
5. Teachers must approve a schedule that involves more than one course offering in any one class period. Exceptions

to this are Industrial and Fine Arts and Health and Physical Education.

F. Teacher participation in extra-curricular activities shall be first subject to voluntary consent among appropriate choices. If there is a lack of teacher volunteers to cover such extra-curricular activities, then teachers may be assigned such duties. Assignment of teachers to such duties shall be distributed impartially and equitably among all teachers. Such assignments shall be reasonable in relation to the number and hours of duty.

G. Exceptions to the provisions of Section C, D, and E above may be made only in cases of unavoidable emergencies. The Association shall be notified in each such instance in advance. A disagreement over whether an exception is justified shall be subject to the grievance procedure.

H. Teachers involved in the Extra-Curricular Program shall be compensated according to the rate of pay in Schedule "D."

ARTICLE VIII

NON-TEACHING DUTIES

- A. Teachers shall not be required to drive to activities which take place away from the school building. A teacher may do so voluntarily, however, with advance notice. He shall be compensated at the rate of twelve (12¢) cents per mile for the use of his own automobile.

ARTICLE IX

TEACHER EMPLOYMENT

- A. Whenever possible, the Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. The Board will notify the Department Chairmen of pending interviews and will invite Department Chairmen to take part in interviews of prospective candidates for employment in their department and make recommendations regarding same.
- C.
 - 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1971-72 school year in accordance with 2 below.
 - 2. Up to full credit may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Upon completion of one (1) year in the South Hunterdon Regional District, all teachers shall be put on guide in accordance with their total teaching experience. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System shall be granted to all fully certified teachers. As of the beginning of the 1971-72 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15.
- E. Any individual teacher contract may be terminated by either party upon sixty (60) days notice by one party or the other.

ARTICLE X

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 3. Pay days shall be on the 15 and 30 of each month except as provided in five (5) and six (6) below.
 4. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June. The monies deducted from each paycheck will be deposited in an "Interest Bearing" Account; the interest to be placed in the Association Scholarship Fund at the end of the school year.
 5. When a pay day falls on or during a school vacation, holiday, or weekend, teachers shall receive their pay checks on the last previous working day.
 6. Teachers shall receive their final checks on the last working day in June.
 7. The rate of pay for personnel holding extra-service contracts shall be in accordance with Schedules C and D.

ARTICLE XI

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their class and/or subject assignments, and room assignments for the forthcoming year not later than August 20.
2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after August 20, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at his option, a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the Grievance Procedure set forth herein.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certification and/or their major or minor fields of study, except if mutually agreeable and/or because of temporary and unexpected need. Disagreement on this subject shall be subject to the grievance procedure, if invoked.
- C. The Association shall be notified in writing of all vacancies either in the curriculum or extra-curricular before any applications for such openings are considered.

ARTICLE XII

VOLUNTARY TRANSFERS & REASSIGNMENTS

- A. 1. No later than April 1 of each school year, the superintendent shall mail to the Association and post in the school building a list of the known vacancies which shall occur during the following school year.
2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent not later than April 15. Such statements shall include the grade and/or subject to which the teacher desires to be assigned.
3. As soon as practicable, and no later than June 15, the superintendent shall post in the school and deliver to the Association a schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer. Before such change is made public, teachers whose requests for transfers and/or reassignments have been denied shall be personally notified of such denial by the superintendent.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily or capriciously.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if in the judgment of the superintendent there is a qualified volunteer available to fill said position.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 15.
- C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the South Hunterdon Regional School District, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- D. In the event that a teacher objects to an involuntary transfer or reassignment, the superintendent shall, upon the request of the teacher, meet with him. The teacher may, at his option, have the Association representative present at such meeting.

ARTICLE XIV

PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including positions as principal, vice-principal, guidance director and department chairmen. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the superintendent.

1. A notice of vacancy in a promotional position shall be posted on the Association bulletin board and a copy shall be sent to the Association President thirty (30) days before the final date when applications must be submitted whenever possible. The above shall not apply to temporary assignments.
2. Teachers who desire to apply for such vacancy shall submit their applications in writing to the superintendent within the time limit specified in the notice. When the vacancy described in the notice is filled, the superintendent may destroy all applications for said position.

B. In the posting of notices for promotion, the qualifications for the position and its duties shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure. Rate of compensation is to be determined by various factors--experience, etc.

C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The

Board agrees to give due consideration to the professional background and attainments of all applications and other relevant factors including length of service in the district. In filling such vacancies preference shall be given to qualified teachers already employed by the Board. Applicants not selected shall, upon request, receive a written or oral explanation from the superintendent.

ARTICLE XV

HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in home teaching, new, old and continuing federal projects, summer school and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the superintendent in accordance with procedure for publicizing promotional vacancies set forth in Article XIV, Section B, of this Agreement. Home teaching openings shall be posted as they occur.
- B. Every effort shall be made to distribute such assignments equitably among qualified teaching personnel.
- C. Teachers now employed by the Board shall have priority to the above positions before appointment of applicants from outside the district.
- D. Where applicable, salary schedules for such positions shall be in conformance with those established in this Agreement.
- E. The rate of pay for teachers engaged in home teaching shall be SEVEN (\$7.00) per hour.

ARTICLE XVI

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Teachers shall be evaluated only by the superintendent and principal. Such evaluation shall be reasonably detailed as to strengths, weaknesses and suggestions for improvement.
3. Teachers shall have the right upon request, to a conference with their evaluator after completion of his evaluation. Copy of any class visit or evaluation shall be given to the teacher at least one day before any conference is held on this subject.
- B. 1. A teacher shall have the right to review the contents of his personnel file at the time of his evaluation and to discuss, and if necessary, process through the grievance procedure, objections to material or statements contained therein. Letters of recommendations shall not be subject to review by the teacher.
2. The Board agrees not to establish any separate personnel file on which evaluations are based which is not available for the teacher's inspection.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut

such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

- D. 1. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and his file thereupon closed.
2. Non-tenure teachers shall be evaluated at least three (3) times each year; the first time not later than November 1st, and the last time not later than March 31st.

ARTICLE XVII

TEACHER FACILITIES

- A. All materials, supplies, and facilities that have been traditionally provided and are presently in existence, shall be continued for the term of this Agreement.
- B. The Association may install a public telephone in the faculty lounge providing they pay the cost of installation, assume full financial responsibility for the telephone, including minimum monthly payment.
- C. If possible and upon the request of the Association, a soft drink vending machine shall be installed in the teacher's lounge. The profits from such a machine shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the superintendent.

ARTICLE XVIII

SICK LEAVE

- A. As of September 1, 1973 all teachers employed shall be entitled to ten (10) accumulative sick leave days each school year as of the first official day of said 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.
- B. Deductions for days of service lost because of personal illness beyond the annual sick leave allowance or any accumulated leave shall be at the rate of half pay per day based on the employee's current salary up to a total of thirty (30) school days. No salary shall be paid for such absences subsequent to the aforementioned thirtieth day in any one academic school year. Absence for each sick day after the regular accumulated sick leave is exhausted shall be accounted for by a doctor's statement or other evidence deemed suitable by the principal.
- C. Illness in the immediate family shall be charged against sick leave.
- D. At the end of each school year each teacher, upon request, will receive written notification of accumulated sick leave.

ARTICLE XIX

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1973-74 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Two (2) days leave of absence for personal matters which require absence during school hours. Application to the principal for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the application for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Approval for personal days will be given by the Principal not to exceed 10% of the staff for any one day. Except in a case of emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after a schedule vacation period or school holiday. Other leaves as specified below shall not be considered as personal matters.
 2. Past practices of the Board relative to requests for temporary leave time for religious holidays and ceremonies will remain unchanged.
 3. Time necessary for appearance in any legal proceedings connected with the teacher's employment if the teacher is required by law to attend.
 4. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, and any other member of the immediate household. Absences for other relatives

shall be at the discretion of the Superintendent. Teachers shall be granted up to one (1) day in the event of a death of a teacher's relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the South Hunterdon Regional School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Time necessary for persons called into temporary active duty of any active unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
6. Temporary leave of absence: There shall be a continuance of the present Board of Education practice with regards to the amount of leave given for jury duty.
7. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XX

EXTENDED LEAVE OF ABSENCE AND SABBATICAL

- A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment as provided by law.
- B. 1. A tenure teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request maternity leave without pay. Said leave shall be granted for the tenure teacher. The leave shall become effective four (4) months prior to the anticipated date of birth or earlier if both the Superintendent and the tenure teacher agree. The tenure teacher on leave shall return to work the subsequent September (within one (1) year of the birth) after due notification to the Superintendent or at any time agreed upon by the Superintendent and the tenure teacher. No maternity leave may be extended more than one year without the written consent of the Superintendent. The Board shall require as a condition of maternity leave that a tenure teacher return only on the opening of school in September. However, if an opening exists prior to this date and the tenure teacher desires to return and meets all other conditions for this leave, she may resume at that earlier date. Upon recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith. A non-tenure teacher's request for maternity leave of absence will be considered on an individual basis.

- B. 2. Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for good reason.
- E. 1. Upon return from leave granted pursuant to Section A of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, or D of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

- F. All extensions or renewals of leaves shall be applied for in writing. When approved, such extensions or renewals shall be granted in writing.
- G. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leave shall be granted to one (1) faculty member for each 40 teachers employed at any one time.
 2. Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 15; and action must be taken on all such requests no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested.
 3. The teacher has completed at least five (5) full school years of service in the South Hunterdon Regional High School District. Meeting this requirement shall mean that a teacher is a "qualified applicant" and that an adequate replacement is found.
 4. A teacher on sabbatical leave shall be paid the difference between the salary paid to his replacement and his salary for that year.
 5. 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 his absence.

ARTICLE XXI

SUBSTITUTES

- A. Beginning with the 1970-71 school year, the Board agrees at all times to maintain an adequate list of substitute teachers. Teachers may call an appropriate number before 7:00 A. M., except in a case of emergency, to report unavailability for work.
- B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. After five (5) periods have been accumulated a teacher shall be entitled to one (1) additional personal leave day. All days earned prior to twenty (20) working days before the close of school must be used in that school year. All days earned after that date may be carried over to the following year; all unused periods also can be carried over to the following year. Coverage shall be arranged by the principal or superintendent and shall be distributed as equitably as possible among teachers.
- C. A physical education instructor shall, in no case, be required to take two classes of students during the same period without assistance either from another teacher or student.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to implement the following at the beginning of the 1973-74 school year:
1. To reimburse the staff members in the amount of up to \$420.00 or the full cost of six (6) credits, whichever is greater, taken during the school year (July 1 to June 30) in connection with any approved courses. Teachers taking courses during summer term will be paid after completing one month of fall term. A stipend of up to \$25.00 will be paid to defray cost of books and transportation.
 - a. Approved courses will consist of (1) those involved in a prescribed graduate degree program within the field of the staff member, (2) any graduate courses within the field of the staff member--these to include Education and/or Psychology courses, (3) any graduate or undergraduate courses that directly relate to any assignment a staff member may presently or will have in the succeeding term.
 2. To pay also the cost of workshops, seminars, conferences, in-service training seminars or other sessions in which a teacher is involved, with the approval of the Superintendent.
- B. Teachers may make visitations or be assigned to make visitations to other school districts for the purpose of observing or meeting with educational personnel. Permission for such visitations shall be obtained from the Principal or Superintendent.

ARTICLE XXIII

EDUCATIONAL COUNCIL

- A. A joint Educational Council has been established and shall continue to function. It shall consist of three (3) members of the Board of Education, one of whom shall be the Superintendent or his designee, and three (3) South Hunterdon Regional teachers appointed by the Association. The Council shall meet as many times as mutually deemed necessary--but not less than twice a year--and advise the Board of such matters as curriculum improvement, instructional materials, teaching techniques, books and other instructional materials, pupil testing and evaluation, philosophy and educational specifications for building, and other similar matters regarding the effective operation of the South Hunterdon Regional School District.
- B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.
- C. The Council shall meet by prepared agenda.
- D. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council concerning the topics suggested in Paragraph A.

- E. The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in Paragraph A. The Council in preparing their recommendations for Board consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.
- F. All reports and recommendations outlined above in Paragraph E shall be in writing.
- G. Meetings shall generally be held during evening hours, usually beginning at seven-thirty p.m.

ARTICLE XXIV

INSURANCE PROTECTION

- A. The Board will continue to provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include the New Jersey Public and School Employees Health Benefits Plan.
- B. The Board of Education shall allow a retired teacher to make payment to the insurance carrier for a continuation of coverage, providing that the master insurance contract allows for the continuation of such coverage for retired teachers.
- C. The Board shall provide to each new teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1970-71 school year, which shall include a clear description of the conditions and limits of coverage as listed above.

ARTICLE XXV

PERSONAL AND ACADEMIC FREEDOM

- A. All the rights of the teacher to his personal and academic freedom as provided by law will be upheld.

ARTICLE XXVI

BOOKS AND OTHER INSTRUCTIONAL

MATERIALS AND SUPPLIES

- A. Department chairmen will be advised on all known actions relating to their departmental budgets on or before May 15.

ARTICLE XXVII

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the South Hunterdon Regional Education Association, Inc., the Hunterdon County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the South Hunterdon Regional Education Association, Inc., by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set. (Form next page)

2. Each of the associations named above, upon request, shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of change.

3. Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

AUTHORIZATION

ASSOCIATION MEMBERSHIP DUES

NAME _____ SOC. SEC. NO. _____

SCHOOL _____ DISTRICT _____

TO: _____
SECRETARY, BOARD OF EDUCATION

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the South Hunterdon Regional Education Association Inc., to receive dues and distribute according to the organization(s) indicated:

South Hunterdon Regional Association	\$ _____
Hunterdon County Education Association	\$ _____
New Jersey Education Association	\$ _____
National Education Association	\$ _____

ARTICLE XXVIII

SECRETARIES AND CLERKS

- A. These employees shall be placed in the following job classifications for salary purposes:
1. Principle Secretary
 2. School Secretary
- B. The word "employee" as used in this ARTICLE shall refer to the personnel listed in paragraph A above.
- C. Each employee shall be placed on the proper step of their salary schedule effective July 1, 1970
- D. Each employee will be notified of his contract and salary status no later than other members of the unit represented by the Association.
- E. The work week for these full-time employees shall be thirty-seven and one-half (37½) hours per week. Exceptions to this, as necessary, may be made by the superintendent on an equitable basis.
- F. A daily duty schedule showing reporting time, time for lunch, coffee breaks, and dismissal time for these employees shall be prepared by the superintendent. He shall notify these employees of their individual schedules no later than September 20 of each year.
- G. Paid vacations for these employees shall be determined by the length of time that they have been employed in the district. These employees shall be entitled to this vacation time in accordance with the following schedule:
1. First (1) year 5 working days
 2. Second thru ten (2 thru 10). . .10 working days
 3. Ten (10) years or more 10 working days,
plus one (1) working day for each additional year
until a maximum of fifteen (15) working days has
been obtained.

H. Paid holidays for these employees shall be as follows:

1. New Year's Day, Lincoln and/or Washington's Birthday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, December 24, and Christmas Day.
2. In addition to the above, during the academic year they shall be entitled to the same holidays as shown on the school calendar for teachers. An exception to this may be made when the school is not in session for five (5) or more consecutive days. During this period, the superintendent may arrange to have a skeletal staff present, if the work load permits. Assignments to this skeletal staff shall be made equitably.

I. In addition to the items previously included in this ARTICLE, these employees shall be considered as being employed under the same terms and conditions of employment as teachers, including the following:

1. Grievance ProcedureARTICLE III
2. Teacher RightsARTICLE IV
3. SalariesARTICLE X
4. Voluntary Transfers & ReassignmentARTICLE XII
5. Involuntary Transfers & Reassignment ...ARTICLE XIII
6. Teacher EvaluationARTICLE XVI
7. Teacher FacilitiesARTICLE XVII
8. Sick LeaveARTICLE XVIII
9. Temporary Leave of AbsenceARTICLE XIX
10. Extended Leave of AbsenceARTICLE XX

ARTICLE XXIX

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the principal or other immediate superior.
2. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XXX

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, supervisors and other personnel pertaining to student discipline shall be presented by the superintendent to the new teachers at the start of each school year.

- B. When, in the judgment of a teacher, a student requires the attention of the principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior. The guidance director or principal shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 a member of the unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be reproduced, the Board and the Association sharing the expense equally, within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1975 subject to the Association's right to negotiate salary schedules A, C, D and E and two other items; negotiations commencing no later than October 15 of each year, under procedures defined in Article II.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

SOUTH HUNTERDON REGIONAL EDUCATION ASSOCIATION, INC.

SOUTH HUNTERDON REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

In the event of the school going on double session or regionalizing during the term of this contract it will become subject to re-negotiation.

SCHEDULE A

TEACHERS SALARY GUIDE

1973 - 1974

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree + 30 Grad. Credits</u>	<u>Master's Degree</u>	<u>Master's Degree + 30 Graduate Credits</u>
1	\$ 8,300	\$ 8,800	\$ 9,300	\$ 9,700
2	8,800	9,300	9,800	10,200
3	9,300	9,800	10,300	10,700
4	9,800	10,300	10,800	11,200
5	10,300	10,800	11,300	11,700
6	10,750	11,250	11,750	12,150
7	11,200	11,700	12,200	12,600
8	11,650	12,150	12,650	13,050
9	12,100	12,600	13,100	13,500
10	12,550	13,050	13,550	13,950
11	13,000	13,500	14,000	14,400
12	13,450	13,950	14,450	14,850
13	13,900	14,400	14,900	15,300

SOUTH HUNTERDON REGIONAL HIGH SCHOOL

1973 - 1974 CALENDAR

Staff Meetings Teachers, Tuesday and Wednesday, Sept. 4, 5
 Orientation Day Seventh Grade Pupils - Wednesday, Sept. 5
 School Opens All Pupils, Thursday, September 6

<u>Number of School Days</u>	<u>Days School is Closed</u>
September 17	None
October 22	October 22, Veterans Day
November 18	Nov. 15, 16, N.J.E.A. Convention Nov. 22, 23, Thanksgiving
December 14	Dec. 3, Curriculum Development Day Dec. 22 through 31, Christmas Vacation
January 22	January 1, New Year's Day
February 18	Feb. 15, 18 - Presidents' Holiday
March 21	None
April 16	April 12 through 21, Easter Vacation
May 22	May 27, Memorial Day
June 14	June 17, Graduation June 20, Last Day Pupils June 21, Last Day Teachers
TOTAL 184	

Note: According to State Law, school MUST remain open a minimum of 180 days. If this requirement is not met by June 20, 1974, school will be extended to fulfill state requirements.

SCHEDULE C

SUPERVISOR SALARY SCHEDULE

1973 - 1974

GUIDANCE DIRECTOR

- A. 1.3 of appropriate step and training on Salary Schedule A.

DEPARTMENT CHAIRMEN

- A. Where there is more than one (1) person in the department, the chairman will be paid \$200.00.

Department Heads

Business Education

English

Language

Mathematics

Science

Social Studies

Health, Physical Education,
Driver Training, Nursing Staff

Industrial and Fine Arts

SCHEDULE D

EXTRA-CURRICULAR COMPENSATION SCHEDULE

1973 - 1974

<u>TITLE OF POSITION</u>	<u>SALARY</u>
<u>ATHLETICS</u>	
Director of Athletics	\$1,160.
<u>Head Coaches (Boys')</u>	
Football	1,160.
Baseball	790.
Basketball	1,000.
Cross Country	315.
Wrestling	525.
Golf	315.
<u>Assistant Coaches (Boys')</u>	
Football (Varsity)	635.
Football (Freshman)	635.
Baseball	525.
Basketball (J.V.)	580.
Basketball (Freshman)	420.
Wrestling (J.V.)	—
<u>Intramurals - Grades 7-8</u>	
Boys	210.
Girls	210.
<u>Girls' Coaches</u>	
Hockey	685.
Assistant Hockey	200.
Basketball	580.
Cheerleading (Varsity & J.V.)	370.
Cheerleading (Freshman)	105.
<u>MUSICAL ACTIVITIES</u>	
Band	685.
Vocal Music	475.
Strutters and Color Guard	160.
<u>DRAMATICS</u>	
Senior Play Director	420.
Junior Play Director	420.
<u>PUBLICATIONS</u>	
Yearbook Coordinator/Advisor	685.
Yearbook Business Manager	315.
School Paper	315.
<u>MISCELLANEOUS</u>	
Director of A.V. Equipment	315.
Student Senate	370.
7 & 8 Grade Student Council Advisor	210.

SCHEDULE E

OFFICE EMPLOYEES SALARY SCHEDULE

1973 - 1974

<u>STEPS</u>	<u>PRINCIPAL SECRETARY</u>	<u>SCHOOL SECRETARY</u>
1	\$ 4600	\$ 4000
2	4900	4350
3	5100	4600
4	5500	4900
5	5800	5200
6	6100	5500
7	6400	5800
8	6700	6100
9	7000	6450
10	7400	6700
11	7800	7100
12	8200	7400