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**AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
TOWNSHIP OF EAST AMWELL**

**AND THE**

**EAST AMWELL TEACHERS ASSOCIATION**

**covering the period**

**July 1, 1976 to June 30, 1978**

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Institute of Management and  
Labor Relations**

**OCT 7 1976**

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PREAMBLE

This Contract entered into this Fifteenth day of December, 19 75 by and between the Board of Education of East Amwell Township New Jersey, hereinafter called the "Board" and East Amwell Teachers Association hereinafter called the "Association."

W I T N E S S E T H :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the East Amwell Township School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board and the Association have an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings with respect to terms and conditions of employment which they desire to confirm in this Contract, be it

RESOLVED, in consideration of the following mutual covenants it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teachers employed by the Board.

#### B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

#### A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 4 (this date subject to changes or revisions in the State Law) of 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.

#### B. Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to recommend proposals, consider proposals and recommend counter-proposals in the course of negotiations.

#### C. Public Notices

While negotiations are in progress, any release prepared for public concerning the negotiations will be approved by both parties. An exception to the above is the Fact Finder's Report which may be made public in its entirety after five (5) days.

D. Duration

This contract shall be in effect for a period of two years.

E. Modification

This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or association based upon the interpretation, application, or violation of this Agreement.

2. Aggrieved Person

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

3. Party in Interest

A "party in interest" is the person or persons making the claim, 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 level, equitable solutions to the problems which may from time to time arise affecting teachers. 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. Time Limit

a. A grievance to be considered under the procedure must be initiated within thirty calendar days of it's occurrence and be signed by all parties in interest at the initial or beginning level.

b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

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 practicable.

3. Level One Liaison Committee of the Association

A teacher with a grievance shall first have the grievance presented to the principal by the liaison committee of the Association with the objective of resolving the matter informally.

4. Level Two - Administrative Principal

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten school days after the presentation of the grievance, he may file the grievance in writing with the Administrative Principal within ten school days after the decision at Level One or ten school days after the grievance was presented whichever is sooner. The Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten calendar days. The Administrator shall communicate his decision in writing to the employee and a copy shall be delivered to the Board of Education.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the resolution of the grievance at Level Two, then the grievance shall be submitted to the Board of Education and the Board shall render a decision in writing in twenty calendar days after the submission of grievance to Level Three.

6. Level - Four

a. If the Aggrieved person is not satisfied with the decision of the Board or if no decision has been rendered by the Board within twenty calendar days, the aggrieved person may request in writing that the Association submit its grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration within fifteen school days after receipt of a request by the aggrieved person.

b. Within ten school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall

obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such 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 Association and hold hearings promptly and shall issue his decision not later than twenty 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 is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory in nature.

d. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.6. (b) of the Article.

e. 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 equally by the Board and the Association. If time is lost by the employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

#### D. Rights of Teachers to Representation

##### 1. Teacher and Association

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. Reprisals

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

E. Miscellaneous

1. Written Decisions

All decisions above Level One shall be in writing. The complete file of decisions and appeals shall be transmitted to the next level.

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 kept in the personnel file of any of the participants.

3. Forms

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

4. Meetings and Hearings

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. Rights and Protection in Representation

Chapter 123, Public Laws of 1974 states in part that every teacher employed by 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. Said law also states, in part, that no teacher shall directly or indirectly be discouraged or deprived or coerced in the enjoyment of any rights conferred by said law or other laws of New Jersey or the Constitutions of New Jersey and the United States; that any teacher shall not be discriminated against with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliate; collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. Statutory Savings Clause

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 New Jersey laws and regulations.

C. Just Cause Provision

No teacher shall be reduced in rank or compensation or deprived of any professional advantage 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.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the Administrative Principal, or Board or any committee concerning termination of employment or salary; then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine the grades within the grading policy of the East Amwell Township District based on his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without conferring with the teacher.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: agendas, minutes of all Board meetings that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. Use of Equipment

The Association shall have the right to use school facilities and equipment for Association business including typewriters, mimeographing machines, or other duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not in use.

C. Released Time for Meetings

Whenever any member of the Association participates during working hours in negotiations, grievance proceedings, or other meetings, he shall suffer no loss in pay provided said meetings are mutually scheduled by the Board and the Association.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Check-In Procedure

As professionals, teachers are 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 and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" register.

2. Length of Day

The teachers' total in-school workday shall consist of not more than seven (7) hours and thirty (30) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this ARTICLE.

3. Arrival and Dismissal Time

No teacher shall be required to report for duty earlier than thirty five (35) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty-five (35) minutes after the close of the pupil's day. On Fridays or on days preceding holidays or vacations, the teachers' are permitted to leave when students are dismissed except those teachers assigned to late bus duty.

4. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. Teaching Load

Every effort shall be made to balance teaching loads and teaching responsibilities.

C. Lunch Periods

1. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. It shall be

the duty of the teacher to inform the principal's office of such absence.

D. Meetings

1. Faculty and Other

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. These meetings will begin no later than fifteen (15) minutes after the regular student dismissal time and run for no longer than seventy-five (75) minutes.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, except in case of emergency.

3. Notice and Agenda

The notice of the agenda for any meeting shall be given to the teachers involved at least one day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Evening Meetings

Teachers may be encouraged to attend a reasonable number of evening meetings.

E. Preparation Time

1. Length

Every effort will be made to provide teachers, in addition to their lunch period, a duty-free preparation period every day of at least thirty (30) minutes.

2. Released Time

The practice of using a regular teacher as a substitute or volunteer teacher substitute thereby depriving him of his preparation period, is undesirable and should 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. The teacher may credit these periods up to a total of six (6) periods which shall entitle him to one (1) additional personal business day. Such coverage shall be arranged by the administrator and shall be distributed as equitably as possible.

F. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed on the attached Schedule A are

educationally worthwhile. The activities on this Schedule may be subject to revisions.

2. Salary

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled day shall be voluntary, and shall be compensated according to the attached Schedule A.

ARTICLE VII

CLASS SIZE

A. At the present time, studies show that educationally twenty-five (25) pupils per teacher is considered the optimum. The direction of the educational program in East Amwell Township shall be set by this goal.

B. Sub-standard classrooms shall be used only under extreme emergency conditions.

ARTICLE VIII

SUBSTITUTES

A. Certification

Positions which are vacant because teachers are temporarily absent shall be filled by teachers who hold a standard substitutes certificate or its equivalent.

B. Coverage

The Board shall provide substitutes for all personnel including special teachers, except in extreme emergency.

ARTICLE IX

NON-TEACHING DUTIES

A. Intent

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows: every attempt shall be made to continue a clerical aides program to assist teachers with duplicating instructional materials, and other clerical work.

ARTICLE X

TEACHER EMPLOYMENT

A. The Board agrees to hire only certified teachers holding standard certificates issued by the New Jersey Board of Examiners.

B. Placement on the Salary Schedule

1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of every school year. Any teacher employed in the system prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Teachers shall be notified of their contract and salary status for the ensuing year no later than March 20th, providing all negotiations are complete by March 1st. Non-tenured teachers shall return their contracts prior to the April Board meeting.

ARTICLE XI

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in the attached schedule, negotiated on November 21, 1975, and effective through June 30, 1977.

ARTICLE XII

TEACHER ASSIGNMENT

A. Notification

All teachers shall be given written notice of their salary schedule, class and/or subject assignments, and room assignments for the forthcoming year as soon as practicable, however, assignments may be changed by the Administrator Principal in case of emergency.

B. Assignment Criteria

Teachers shall only be assigned to teach in areas for which they are qualified.

C. Specialists

1. The Board and Association recognize the fact that an adequate number of certified specialists is essential to the operation of an adequate educational program. Accordingly, the Board will

consider the employment of the following qualified specialists:

- a. Full-time nurse-teacher
- b. Full-time art teacher
- c. Full-time vocal music teacher
- d. Full-time physical education teacher
- e. Full-time teacher-librarian
- f. Instrumental music teacher (4days)
- g. Learning disability specialist
- h. Speech therapist
- i. Supplemental teacher - small group instruction (not more than 5 in a group for all students in grades K-8 who are more than 1-1/2 years retarded in their academic skills.)

2. All such specialists shall be placed on their proper step of the salary schedule.

3. If a reduction in this special list becomes necessary, a joint committee of teachers, board members and the administrator shall be established. The recommendations of this committee shall be submitted to the Board for their consideration.

#### D. Traveling Teachers

1. Schedules of teachers who are assigned to more than one building shall be arranged so that the teacher is given traveling time.

2. Teachers who are required to use their own automobiles to travel between buildings shall be reimbursed for all such travel at the rate of sixteen (16) cents per mile.

### ARTICLE XIII

#### VOLUNTARY TRANSFERS AND REASSIGNMENTS

##### A. Notification of Vacancies

1. Date  
No later than May 1 of each school year, the administrator shall post in the Teachers Room a list of all known vacancies which shall occur during the following school year.

2. Filing Requests  
Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the administrator not later than May 10th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

3. Criteria for Assignment

In the determination of requests for voluntary reassignment the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system as determined by the administrator. If a teacher's request for transfer is denied, a renewed request for transfer may be made the following year.

ARTICLE XIV

INVOLUNTARY TRANSFER AND RE-ASSIGNMENTS

A. Criteria

When involuntary transfer or reassignment is necessary, a teacher's area of competence, length of service in the system and other relevant factors shall be considered by the administrator.

B. Notice

Notice of involuntary transfer or reassignment shall be given teachers as soon as practicable.

C. Notification of Reason

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and administrator at which time the teacher shall be notified of the reason therefore.

D. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference. Teachers being involuntarily transferred or reassigned from their present position shall be considered before those seeking voluntary transfer in regard to those positions which are vacant.

ARTICLE XV

TEACHER EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Evaluation by Certified Persons

Teachers shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator prior to any conference to discuss the report. No report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

- a. Such reports shall be issued in the name of the evaluator based on a compilation of his reports and observations.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written and shall include:
  - (1) Strengths of the teacher as evidenced during the period since the previous report.
  - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
  - (3) Suggestions as to measures which the teacher might take to improve his performance.

5. Standardized Tests

Results of standardized tests used for evaluating students shall not be used for evaluating teacher performance.

B. Non-tenure Teachers

Non-tenured teachers shall be evaluated by their superior(s) at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his superior(s) for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of at least three (3) in-classroom observations of at least thirty (30) minutes, each occurring on separate days.

C. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file annually. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents. No separate personal file which is not available for the teachers inspection shall be established.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file

unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material and his answer shall be reviewed by the administrator and attached to the file copy.

D. Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or material shall be placed in the personnel file of such teacher after severance or otherwise in accordance with the procedure set forth in this ARTICLE.

ARTICLE XVI

COMPLAINT PROCEDURE

A. Procedural Requirements

Any complaints regarding a teacher made to the administration by any parent, student, or other person shall be processed according to the procedure outlined below.

B. Procedure

1. A parent, student, or other person should first meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

2. The teacher will inform the administrator of the problem, or in the case of the problem being brought to the administrator's attention first, he will inform the teacher involved.

3. Any complaint unresolved under the above step at the request of the teacher or the complainant shall be reviewed by the administrator in an attempt to resolve the matter to the satisfaction of all parties concerned.

ARTICLE XVII

TEACHER FACILITIES

A. Listing of Facilities

1. An appropriately furnished and air-conditioned room which shall be reserved for the sole use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall

be regularly cleaned by the custodial staff.

2. A well-lighted and clean teacher rest room separate from the student's rest rooms.

3. Adequate parking facilities, which are properly maintained and protected against vandalism will be provided.

4. A suitable closet with lock and key will be provided for each teacher.

5. Copies, exclusively for teacher's use, of all teachers texts used in each of the classes he is to teach.

B. Vending Machines

Upon request of the Association, the Board will consider installing vending machines in the teachers' lounge, no plumbing or electric added.

ARTICLE XVIII

TEACHER-ADMINISTRATION LIAISON

A. Organization

The Association shall select a Liaison Committee which shall meet with the administrator at least once a month. Said committee shall consist of not more than one (1) member for every six (6) teachers, but shall in no event have less than three (3) members.

B. Areas for Liaison Consideration

Areas for consideration shall include but not be limited to discussions regarding:

1. Administration of this Agreement
2. Revision and development of policies and practices.

ARTICLE XIX

SICK LEAVE

A. Accumulative

All teachers employed shall be entitled to ten (10) 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. Non-accumulative

Non-accumulative additional sick leave benefits shall be allowed to teachers according to the following:

1. All teachers shall be granted two (2) additional sick leave days which are non-accumulative.
2. Non-accumulative sick days will be granted only after the use of accumulative days.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Three (3) days of leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal for personal leave shall be made at least five (5) days before taking such leave (except in emergencies) and the applicant 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.

2. Religious

Up to three (3) days per school year for observance of religious holidays, where such observance prevents the teacher from working on said days.

3. School Visitation

The Board recognizes the value of school visitations and attendance at meetings or conferences of an educational nature, and encourages members of the faculty to participate in those which can contribute to the programs within the school.

a. The maximum reimbursement of thirty dollars (\$30.00) per diem shall be allowed for such visitations.

b. Each visitation shall be approved by the administrator in advance.

4. Death

Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparent and three (3) days in the event of the death of a brother-in-law,

sister-in-law or any other member of the household. In the event of the death of a teacher or student in the East Amwell School District, the administrator shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Good Cause

Other leaves of absence with pay shall be granted by the Board for good reason.

B. Unapproved Leaves of Absence

In cases of unapproved leaves of absence or absence beyond the accumulated and non-accumulated sick leave time, a deduction of 1/180th of the annual salary for each day's absence will be made. The Board, at its discretion, may make an exception to this rule.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

A. Maternity

1. Natural Birth

The Board shall grant maternity leave without pay to any teacher upon her request subject to the following stipulation and limitations:

(a) Maternity leave shall commence and terminate on the date requested by the teacher.

(b) Any teacher granted maternity leave shall at her request be restored to the exact same teaching position, subject area, and grade level vacated at the commencement of said leave, provided that position still exists.

(c) No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

(d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

(e) No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the East Amwell Township School District in the area of her certification or competence.

2. Any female teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.

B. Illness in the Family

A leave of absence without pay of up to one (1) year shall 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.

C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason. This may include one (1) year leave of absence without pay to further the education of a tenured teacher.

D. Return from Leave

1. Benefits

All benefits to which a teacher was entitled at the time 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 he held at the time said leave commenced, if available.

2. Application for Reinstatement

At least ninety (90) days prior to the expiration of a leave, the employee shall be required to make written application to the Board for reinstatement.

3. Failure to Apply

If the employee fails to make a written application for reinstatement at least ninety (90) days prior to the expiration of the leave, the continued employment of any such employee shall be automatically terminated without notice and without any action of the Board.

4. Notification of Application for Reinstatement Clause

Any employee applying for a leave of absence shall be informed of the reinstatement clause stated in the preceding statement.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT  
AND  
EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational

philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and Association support the principle of continuing training of teachers and the improvement of instruction.

B. Programs

1. Reimbursement

The Board shall pay registration fees and travel expenses to conferences, conventions, workshops, etc. for any staff member, at the reimbursement rate of 16¢ per mile. Requests must be made for approval based upon the merits of the resulting contributions to our school system.

2. In-service Workshops

The Board and the Association agree to cooperate in arranging in-service courses and workshops designed to improve the quality of education. In-service programs shall be conducted during the in-school workday if teacher attendance is required.

3. Tuition Fees

The Board of Education encourages the professional staff to take course of study to keep them current educationally and in their field of teaching. As an incentive, the Board will pay tuition costs subject to the following conditions:

- a. A receipt of payment for a course along with a description of the course will be submitted to the Administrator at the time the teacher signs up for the course.
- b. Upon the Administrator's approval indicating that the taking of this course is related to the teacher's area of teaching or responsibilities and that our educational system will benefit from the taking of this course, the receipt will be submitted for Board approval at its next meeting.
- c. Upon its approval, the Board will authorize payment of half the tuition and registration cost.
- d. Upon successfully completing the course and submitting proof thereof:

- (1) Tenured teachers will receive the remaining cost of tuition and registration after the next regular Board meeting.
- (2) Non-tenured teachers will receive the remaining cost of tuition and registration in the second pay period of the following September after the course/s is/are taken.

- e. The total amount a professional may receive during one calendar year may not exceed \$450.00

## ARTICLE XXIII

### SUPERVISION OF STUDENT TEACHERS

#### A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Through the cooperation of the Board and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to provide student teachers with direct field experiences in this District that are relevant to the teaching act.

#### B. Procedures

##### 1. Voluntary participation

Supervision by a teacher of a student teacher shall be voluntary.

##### 2. Assignments

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

##### 3. Substitution

In accordance with State regulations, a student teacher can not be used as a substitute teacher.

## ARTICLE XXIV

### INSURANCE PROTECTION

#### A. Full Health Care Coverage

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher desiring this protection and in cases where appropriate for family-plan insurance coverage.

##### 1. Provisions of coverage

Provisions of the health care insurance program shall include:

- a. Blue Cross
- b. Blue Shield
- c. Major Medical
- d. Rider "J"

In the event of a change of insurance carrier, the insurance coverage provided shall be equivalent to the existing coverage. The Association shall be notified of such a change as soon as practicable.

2. Complete Annual Coverage

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 1st and ending August 31st.

B. Description to Teachers

The Board shall provide to each teacher a description of the health care insurance coverage provided under this ARTICLE, no later than the date of employment, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. Supplemental Assistance

The Board will consider providing supplemental teachers and aides for small group instruction as recommended by the administrator and teachers.

A library-clerk shall be provided to work in the library on a part-time basis.

B. Printing Agreement

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXVI

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978 subject to the Associations' right to negotiate over a successor Agreement and to initiate negotiations for the 1977-78 salary schedule, said negotiations to begin no later than October 4, 1976. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing by both parties.

B. Status of Incorporation

In Witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

East Amwell Teachers'  
Association

East Amwell  
Board of Education

By Patricia Acker  
Its President

By William Moreland  
Its President

By Barbara Lombardi  
Its Secretary

By Robert L. Detrick  
Its Secretary

date December 11, 1975

date 12-15-1975

## SCHEDULE A

### Extra-curricular Salary Schedule for the 1976-77 and 1977-78 School Years

<u>ACTIVITY</u>	<u>GROUP</u>	<u>FACULTY POSITION</u>	<u>ANNUAL SALARY</u>
Football	boys	5-8 coach	\$150
Soccer	girls	5-8 coach	\$150
Basketball	boys	5-8 coach	\$150
Basketball	girls	5-8 coach	\$150
Basketball	teams	5-6 & 7-8	\$450
Cheerleaders	girls		\$250
Softball	girls		\$150
Baseball	boys		\$270
Gymnastics			\$150
Year Book	advisors		\$175
Photo Club	full year		\$200
Drama Club			\$120
Language			\$120
Art Club			\$150

\$5.00 per hour for each of the two faculty chaperones for dances

## EXHIBIT "F"

## SALARY GUIDE 1976-77

	B.A.	*B.A. +15	*B.A. +30	M.A.	**M.A. +15	**M.A. +30
1.	9500.00	9800.00	10100.00	10500.00	10800.00	11100.00
2.	9800.00	10100.00	10400.00	10800.00	11100.00	11400.00
3.	10100.00	10400.00	10700.00	11100.00	11400.00	11700.00
4.	10600.00	10900.00	11200.00	11600.00	11900.00	12200.00
5.	11025.00	11335.00	11650.00	12050.00	12375.00	12690.00
6.	11465.00	11775.00	12100.00	12550.00	12870.00	13195.00
7.	11925.00	12250.00	12600.00	13050.00	13385.00	13725.00
8.	12400.00	12725.00	13100.00	13575.00	13920.00	14270.00
9.	12900.00	13225.00	13625.00	14100.00	14475.00	14845.00
10.	13400.00	13775.00	14175.00	14675.00	15055.00	15435.00
11.	13950.00	14300.00	14725.00	15250.00	15660.00	16055.00
12.	14500.00	14900.00	15325.00	15875.00	16285.00	16695.00
13.	15075.00	15500.00	15950.00	16500.00	16935.00	17365.00

\$300.00 beginning 16th year of continuous service in District.

\*graduate credits

\*\*graduate credits in teaching field