

DOES
LATE

AGREEMENT
BY AND BETWEEN
BOARD OF EDUCATION
OF
EAST WINDSOR
REGIONAL SCHOOL
DISTRICT
AND
THE HIGHTSTOWN
EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

APR 21 1976

RUTGERS UNIVERSITY

JULY 1, 1976 - JUNE 30, 1979

**East Windsor Regional Board of Education is an
Equal Opportunity Employer**

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EMENT, entered into this 9th day of February, 1976
the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL
tstown, New Jersey, hereinafter called "BOARD", and
EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION".

H:

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

the parties hereto, through negotiation in good faith,
greement in writing,

EBY AGREED by and between the parties hereto that:

ARTICLE I - RECOGNITION

I hereby recognizes the Association for the years 1976-1979
clusive representative for collective negotiations as de-
the New Jersey Public Employer-Employee Relations Act,
.23, Public Laws of 1974 concerning grievances and terms and
is of employment for certificated personnel under contract
ard in the following job categories:

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

herwise indicated, the term "teachers," when used hereinafter
greement, shall refer to all employees represented by the
on in the negotiating unit as above defined.

"Board" shall include its members and agents. The Board
t to negotiate with any organization other than that de-
as the representative pursuant to Chapter 123, Laws of 1974,
reserve the right to meet with employee organizations --
n the majority group -- to hear their views. A representative
society may be given the opportunity to attend.

TICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

es agree to enter into collective negotiations over a successo:
in accordance with Chapter 123, Public Laws 1974 in a good
ort to reach agreement on all matters concerning the terms and
s of teachers' employment. Such negotiations shall begin not
n 120 days prior to the final budget submission date required
ard of Education for the 1978-1979 budget year for salaries
e benefits, and not later than 120 days prior to the final
bmission date required of the Board of Education for 1979-1980
ar for all Articles.

f salaries, including extra-curricular salaries, both non-athletic, and fringe benefits will be reopened during ar of the agreement (1977-1978), and the results of ce effect in the third year (1978-1979). Any agreement shall apply to all teachers, be reduced to writing, be Board and the Association, and be adopted by the BOARD IATION.

t shall not be modified in whole or in part by the parties instrument in writing duly executed by both parties.

in any negotiations shall have any control over the selec-egotiating representatives of the other party.

ARTICLE III - GRIEVANCE PROCEDURE

ce" is a claim by a teacher or the Association based upon ation, application, or violation of this Agreement, policies tive decisions affecting a teacher or a group of teachers nt of a non-tenure teacher which arises by reason of his employed shall not be within the meaning of this section.

ved person" is the person or persons making the claim. All luding the grievant, shall continue under the direction of adent and administration regardless of the pendency of any til such grievance is properly determined.

n interest" is the person or persons making the claim and o might be required to take action or against whom action n in order to resolve the claim.

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

ofessional employee who has a grievance shall discuss it s immediate superior and then his principal in an attempt e matter informally at that level.

a result of the discussion, the matter is not resolved to ion of the employee within 5 school days, he shall set forth in writing to the principal. The principal shall communi- sion to the employee in writing within 3 school days of e written complaint.

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

tree -

If the grievance is not settled after reaching the Superintendent, the matter may be referred to the Professional Relations Committee of the ASSOCIATION. The Committee shall make a determination on the grievance as quickly as possible, but not to exceed 10 school days, and shall advise the parties concerned in writing of that determination.

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

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

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

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

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If the grievance is supported by the Professional Relations Committee and the employee is not satisfied with the decision of the Board, the grievance shall, at the request of the Professional Relations Committee, be submitted to arbitration by the American Education Association.

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

est will be made to the American Arbitration Association of persons qualified to function as an arbitrator in this position.

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

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

The arbitrator shall not limit himself to the issues submitted to him or do anything else. He can add nothing to, nor subtract from, the agreement between the parties or any policy of the Association. The decision of the arbitrator shall be final and binding. Only the aggrieved party and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be done within 30 days of the completion of the arbitrator's services for services of the arbitrator, including per diem, travel, and actual and necessary travel subsistence borne equally by the BOARD and the professional

and hearings under this procedure shall not be public, and shall include only such parties in interest as are designated or selected representatives heretofore referred to

Advances

A grievance is filed at such time that it cannot be completed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the next school year, could result in irreparable harm to the party in interest. The time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year after as is practicable.

Representation

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

No strike of any kind shall be taken by the Board or by the Association or by any party in interest, any member of the Association, any representative, or any participant in the grievance procedure by any party in interest.

grievance

, in the judgment of the Association, a grievance affects the loss of teachers, the Association may submit such grievance to the Superintendent directly and the processing of such grievance shall commence at Level Two of the Grievance Procedure.

Separate Grievance File - All documents, communications and correspondence relating to the processing of a grievance shall be filed in a separate grievance file and shall not be part of the personnel file of the participants.

ARTICLE IV - TEACHER RIGHTS

Teachers shall have the right to organize freely, join and support a union for the purpose of engaging in professional negotiations and association activities for mutual aid and protection in accordance with Chapter 123, Laws of New Jersey 1974.

Nothing contained herein shall be construed to deny or restrict such rights as a teacher may have under New Jersey School Laws or other laws, rules and regulations.

The Board shall maintain the exclusive right and responsibility to determine the grading policy of the East Windsor Regional School District.

The personal life of a teacher shall not affect the teacher's employment and the Board shall not prevent the teacher from performing properly his duties and obligations.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

The Board recognizes the ASSOCIATION rights as defined in Chapter 123, Laws of New Jersey 1974.

The Board agrees to furnish to the Association available information in the public domain upon reasonable request. The BOARD shall be required to prepare information upon written request therefor if such information is not already in existence.

The Association shall have the privilege to use school buildings at non-school hours on school days for meetings provided that the principal of the building in question has been notified in advance of the time of all such meetings. Such approval shall not be unreasonably withheld.

The Association will have reasonable use of the post boxes and the mail service.

The Board and the Association agree to share equally in the cost of this agreement as arranged.

ARTICLE VI - TEACHER WORK YEAR

alendar shall be discussed each year between the BOARD on not later than April 15.

work year shall consist of one hundred eighty five (185) days which may not begin before September 1 or end after the present teacher orientation programs held each

defined in this Agreement are employed for the school year beginning on September 1 and ending June 30 subject to such reduction in pay from prior completion of all teacher assignments and but shall not exceed the normal teacher's work year.

ARTICLE VII - TEACHING CONDITIONS

be expected to devote to their assignments the time of their responsibilities but they shall not be required to be docked-out by hours or minutes. For safety purposes, as well as other arrangements are made with the individual schools, teachers are expected to be in the school buildings for (15) minutes before the official arrival time of students at the beginning of the school day and to remain in the school building for a day at least fifteen (15) minutes after the students are dismissed. The foregoing is not intended to change or restrict the right of each teacher to exercise his recognized professional responsibilities to assist students after school has been dismissed when needed or requested. On Fridays or on days preceding holidays the teachers' day shall end at the close of the pupils' day.

Schools shall remain under the authority of the building Board and H.E.A. recognize and declare that providing an education for the children in East Windsor schools is their primary responsibility and that the character of such education depends predominantly on the quality and morale of the teachers.

All teachers shall have a duty free lunch period of at least thirty (30) minutes.

Teachers may be required to remain after the end of the school day without additional compensation, for the purpose of attending or other professional meetings four (4) days each year. Meetings shall begin no later than ten (10) minutes after the end of the school time and shall run for no more than sixty (60) minutes. Additional time is needed by mutual agreement the time shall be determined.

Participation in extra-curricular activities shall be offered to all teachers without coercion either way, yearly.

Participation in overnight field trips shall be on a voluntary basis.

ARTICLE VIII - STAFF PUPIL RATIO

low range and an upper limit for the maximum number of children per class in grades K-12 shall be determined by the Board with the advice of the Superintendent and his professional staff. A desired narrow range for the minimum number of children in each class in grades K-12 and a lower limit for grades 9-12 shall be determined by the Board with the advice of the Superintendent and his staff.

The maximum for staff ratio will be adhered to more closely as the number of children per class or in any course increases.

Staff-pupil ratio for units shall range from lowest to highest in the following order: (1) Grades (K-2), (2) Grades (6-8), (3) Grades (3-5), (4) Grades (9-12).

Classes which are clearly designated as experimental shall be allowed to exceed established lower limits for a period of one year, after which the results of the experiment shall be ascertained and a new decision made concerning the continuation of the experiment.

When an additional course is offered, the Superintendent must have a definite enrollment in such a course will rise to the established lower limit within a period of four successive years from the time the course is first offered.

It is desired that the staff-pupil ratio shall always be exercised in a judicious manner.

Staff-pupil ratio is defined as the number of students per staff member per unit.

Every teacher shall have the right in the event that teacher considers a class size to discuss that matter with his Unit Leader and/or House Leader and the principal, and if the problem is not informally solved on those levels shall refer the matter with the Superintendent of Schools. If the matter is not resolved within 30 days after the discussion with the Superintendent of Schools then the teacher shall have the right to present this problem to the Board of Education for their consideration. The Board shall set forth its decision with reasons therefor.

The Superintendent shall see to maintain a list of substitute teachers who shall be provided for the replacement by the administration.

ARTICLE IX - NON-TEACHING DUTIES

The Superintendent shall continue to work toward the creation of job categories in the district to carry out the major responsibilities, auxiliary services to teachers.

Teacher Aides, Technicians, and other noncertified personnel shall perform such nonteaching duties as are assigned by their supervisor and the House Leader under the general supervision of the principal.

Teacher assistants may assist teachers in instructional activities but may not assume the teacher's role of planning, prescribing, and evaluating the learning program. When assisting teachers in the instructional program, the teacher assistant shall be supervised by a certified teacher.

ion-teaching aides by the unit leader is for the purpose of
of many ancillary duties so that their time may be spent

ARTICLE X - TERMS AND CONDITIONS OF EMPLOYMENT

itself the general mandatory powers and duties as defined in

al rules, not inconsistent with this Title or with the rules of
ts own government and the transaction of its business and for the
ment of public schools and public school property of the district
t. regulation of conduct and discharge of its employees,... perform
hings, consistent with law and the rules of the State Board,
ful and proper conduct, equipment and maintenance of the public
ct."

8A:11-1 and Chapter 123, Public Laws of New Jersey 1974, present
to terms and conditions of employment shall remain in force
iod.

licies or modifications of existing BOARD policies relating to
employment for this contract period shall be negotiated with
they are established.

s to hire only those teachers approved as certified by the State
ers.

Upon employment, the Board shall notify the Association in writing,
and degress held and the address of each new teacher.

vacancies in the school system will be made known to the staff as
iff members may apply for any open position and applications for
v or vacant positions will be considered in light of their
and the needs of the school district.

Contract and Salary: Members of the Association shall be notified
t and Salary in accordance with NJSA 18A:27-10.

Save Accumulation: Previously accumulated sick leave days shall
ill returning personnel.

ARTICLE XI - SALARY SCHEDULE - A

976-77) (1977-78) the Board will calculate the corresponding average
the BA guide and on the MA guide of all the other districts in
milton, Hopewell, Lawrence, Princeton, Trenton, Washington Township
Board will pay a salary for each step on the East Windsor BA and
the average mentioned above, plus the 1972-73 existing
(1972-73)

	B.A.		M.A.
+	\$531	+	\$600
+	391	+	459
+	250	+	319
+	238	+	291
+	225	+	275
+	234	+	259
+	219	+	219
+	263	+	244
+	213	+	144
+	119	+	44
+	84	+	63
+	50	+	81
+	436	+	443
+	436	+	443

EE SALARY SCHEDULE C

The current 1975-76 relationship between the East Windsor BA (\$531), the East Windsor MA and MA+30 (\$400) and the East Windsor Doctorate (\$1,050) would be continued.

For 1 of each year, contract negotiations in any of the other Mercer County (Ewing, Hamilton, Hopewell, Lawrence, Princeton, Trenton Township and West Windsor) are not completed so as to complete the Board's Calculations as outlined above, then such missing figures will be replaced for purposes of calculation in the following manner:

If a figure is missing, then the highest available county settlement figure shall be used a second time.

If a figure for a second district is unsettled, then the lowest county district figure shall be used a second time.

The "high-low" repetition above will be utilized should three (3) or more districts be unsettled on the indicated date.

The minimum figure for each district is what will be used to complete the "high-low" computation.

- 1976 - 1977

Salary schedule shall be the county average plus the same as the case during 1973-1976. In addition a fourteenth step shall be added to the guide computed for the county average plus the maximum step differential of \$436 B.A. and \$443 M.A. (See page 9.)

- 1977 - 1978

For the first school year, the county average plus the differential utilized for 1973-76 shall continue, except that the same shall be computed against the maximum step column by the districts listed on page 9, plus the BA and MA for 1976-77. In addition to the county average all teachers shall be paid the existing differential of \$436 B.A. and

Salary schedule shall be negotiated in accordance with

any schedule agreed to shall be consistent at a minimum with the schedule established by the office of the Commissioner of Education.

When an individual accepts office, position or employment as a teacher in a district, his initial place on the salary schedule shall be determined by the amount of credit for prior teaching and experience up to and including 7 years.

SCHEDULE D
COACHES 9-12 - 1976-1978

	1-3 Yrs.	4-6 Yrs.	7-9 Yrs.	10-12 Yrs.	13+
)	1032 619	1081 649	1130 678	1179 708	1229 737
AD)	1327 796	1425 855	1523 914	1622 973	1720 1032
HEAD)	1278 767	1376 855	1474 914	1572 973	1671 1032
	1081 649	1130 678	1179 708	1229 737	1278 767
AD)	1032 619	1081 649	1130 678	1179 708	1229 737
Y (HEAD)	786	835	885	934	983
(HEAD)	786	835	885	934	983
	786	835	885	934	983
HOCKEY (HEAD)	1032 619	1081 649	1130 678	1179 708	1229 737
BALL (HEAD)	1278 767	1376 855	1474 914	1572 973	1671 1032
LL (HEAD)	1032 619	1081 649	1130 678	1179 708	1229 737
(FALL-HEAD) ants)	688 413	737 442	786 472	835 501	855 531
(WINTER-HEAD) stants)	688 413	737 442	786 472	835 501	855 531
	786	835	855	934	983
(HEAD)	1081 649	1130 678	1179 708	1229 737	1278 767
ECTOR	1474	1671	1867	2064	2260

teaching positions, all individuals involved can advance from
to the next depending upon their years of service in the position

SCHEDULE E
COACHES 6-8 - 1976-1978 ONE POSITION PER SCHOOL

	1-3 Yrs.	4-6 Yrs.	7-9 Yrs.	10-12 Yrs.	13+ Yrs.
	546	579	622	677	737
	382	404	437	480	519
	546	579	622	677	737
	382	404	437	480	519
	546	579	622	677	737
	382	404	437	480	519
LL	164	180	207	246	289
BALL	164	180	207	246	289
	218	240	273	317	371
	218	240	273	317	371
	510	567	624	709	794
)	546	579	622	677	737
	382	404	437	480	519
(HEAD)	546	579	622	677	737
	382	404	437	480	519
AD)	546	579	622	677	737
	382	404	437	480	519
	227	250	284	329	386
	218	240	273	317	371

ing positions, all individuals involved can advance from next depending upon their years of service in the position

SCHEDULE F
EXTRA PAY FOR EXTRA SERVICES - 1976-1978

	1-3 Yrs.	4-6 Yrs.	7-9 Yrs.	10-12 Yrs.	13+ Yrs.
OF ACTIVITIES	710	737	764	819	874
DIRECTOR	710	737	764	819	874
DIRECTOR	710	737	764	819	874
	792	819	846	901	956
(Lit)	710	737	764	819	874
(Bus)	382	410	437	491	546
(Lit)	710	737	764	819	874
(Bus)	382	410	437	491	546
Director	710	737	764	819	874
Assts.	246	273	300	355	410
Assts.	437	464	491	546	601
	710	737	764	819	874
Props & Scenery	710	737	764	819	874
Band	273	300	328	382	410
	191	191	191	191	218
	191	191	191	191	218
	710	737	764	819	874
	437	464	491	546	601
Scenery	218	246	273	328	382
	710	737	764	819	874
Directors	437	464	491	546	601
Assts.	218	246	273	328	382
Council Advs.	546	573	601	655	710

Extra Pay for Extra Service positions, all individuals involved from one column to the next depending upon their years of the position.

ARTICLE XII - TEACHER ASSIGNMENT AND TRANSFER

It shall be made to give all teachers written notice of schedules, class and/or subject assignment, and building the forthcoming year not later than the last day of cases of emergency.

That changes in such schedules, class and/or subject proposed after July 1, any teacher affected shall be given in writing and, upon the request of the teacher, the promptly reviewed between the Superintendent or his and the teacher affected and at the teacher's option of the Association.

Assignments in the district shall be within the areas of certified by the State of New Jersey.

Teachers may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one building per day shall be reimbursed for all such travel at the rate of (15) cents per mile.

Teachers who desire a change in assignment or transfer to another building shall file a written statement of such desire with the Superintendent not later than April 15. Teachers shall be notified of their request by June 15 unless the Board's subsequent budget has not been adopted by the Board prior to that date. In any case, teachers shall be notified of the Board's decision on their request ten (10) calendar days beyond the Board's decision on the subsequent year's operating budget.

On or before April 1 of each school year, the Superintendent shall submit to the Board a list of all known vacancies and those buildings in need of repair for the following school year.

Whenever possible, no vacancy shall be filled by means of an inference or reassignment if there is a volunteer available and the Superintendent has the judgment of the Board to fill said position.

ARTICLE XIII - EVALUATION

The evaluation of teaching at our school system shall be cooperative and shall be done with the full knowledge of the teacher. No prior notice shall be given to the teacher.

Its major purpose is the improvement of the total teaching situation. Supervisors and teachers shall work together in the learning situation, and then plan and work for

The evaluation of teaching shall be turned in to the Superintendent and shall be filed by him. All evaluations for the Superintendent are to be in writing. One copy will be given to the employee and one copy to the Superintendent. The teacher is given the opportunity to read the evaluation, signing it as an indication only to be read, and responding by attachment if he so desires.

nature of supervision requires that all supervisory the part of supervisors be done in spirit of friendliness on. Visits to any classroom should not be heralded by any or other formality. The classes should continue as usual. should follow the visit. Either party shall initiate a either considers it necessary. Teachers should feel free ditional help and guidance whenever they feel that help ficial.

uator must be clearly identified as an evaluator. The t's delegation of authority for evaluation extends to persons the New Jersey Board of Examiners to supervise instruction.

ons are available only to the teacher and administration.

ions of nontenure teachers shall be sufficient in number to comprehensive evaluation.

ARTICLE XIV - FAIR DISMISSAL PROCEDURE

l abide by Assembly Bill #1668 effective June 20, 1975 con-
tinued employment of non-tenured teaching staff members
.:27-10 and NJSA 18A:27-11 and NJSA 18A:27-12 pertaining to
the following timeline and procedural agreements:

l teacher whose contract is not renewed, is entitled to a
reasons from the Board and a subsequent closed meeting
d, if desired.

nured teacher whose contract is not renewed must request a
ment of reasons from the Board within thirty (30) calendar
fication of non-renewal.

d will assure that the written statement of reasons will be
the teacher within fifteen (15) calendar days of the request.

formal meeting with the Board is desired, the teacher must
meeting within ten (10) calendar days of receipt of written
reasons.

ormal meeting with the Board will be scheduled within twenty
days of the receipt of the teacher's request for a meeting.
ust receive adequate written notice of the date and time
ormal meeting is scheduled.

ormal meeting with the Board shall be a closed session even
member involved requests a public session.

ormal meeting with the Board is not an adversary hearing but
ortunity for the teacher to persuade the members of the
ey have erred in not offering employment.

d President will exercise discretion regarding the reasonable
e of the informal meeting, depending upon specific circum-
ch instance, but the proceeding is not to be protracted.

staff member may be represented by counsel or an individual of
before the Board and may present witnesses on his/her behalf.
not present testimony under oath and shall not be cross-
rd. Witnesses shall be called into the meeting to address the
and shall be excused from the meeting after making their
to avoid confrontation and insure an orderly and proper

notify the teacher of the results of their deliberation following
meeting with the staff member within ten (10) calendar days.

ARTICLE XV - LEAVES OF ABSENCE

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

All teachers employed shall be entitled to twelve (12) sick
days each school year as of the first official day of school year
if they do not report for duty on that day. Unused sick leave
may be accumulated from year to year with no maximum limit. The
Board shall provide a doctor's certificate for illness exceeding three
consecutive days.

If sick leave allowed under Section 1 above has been used, an
employee may accumulate up to twelve (12) days at employee's pay less substitute's pay
allowed. But in no case less than half (1/2) pay.

If the BOARD employs a teacher who has an unused accumulation
of sick leave days in his most recent school district, the BOARD shall
provide an additional sick leave credit up to a maximum of forty (40) sick
days. It shall be the responsibility of the teacher to provide
for an accounting of the unused sick leave days within one year
of termination. It shall be the responsibility of the East Windsor
School District to inform all applicants of these provisions.

chers shall be given a written accounting of accumulated
< leave days no later than the first day of each school year.

in the Immediate Family Days

Board shall provide three (3) days per year at full pay for
ness in the immediate family (father, mother, husband, wife,
ther, sister, child; mother-in-law, and father-in-law).

Board shall further provide that, after all such illness in
Immediate Family Days as indicated in the preceding paragraph
exhausted, an additional seven (7) days per year are provided
half pay.

absence because of an illness in the immediate family which
ceeds ten (10) days per year may be granted by the Superinten-
t at full deduction in pay.

the Family Days

Board shall provide five (5) days per event at full pay for
th in the immediate family. After all such death in the
mediate family days are exhausted, additional days may be
nted by the Superintendent at full deduction in pay.

Other than the Immediate Family Day

Board shall provide one (1) day per event at full pay for
eath in other than the immediate family (grandparents, uncles,
ts, cousins, nieces, nephews, brother-in-law, and sister-in-
). After the Death in Other than the Immediate Family Day is
austed, additional days may be granted by the Superintendent
full deduction in pay.

Days

Board shall provide three (3) days per year at full pay for
riage. After such marriage days are exhausted, additional
s may be granted by the Superintendent at full deduction in

Jury Duty or Subpoena by Court

Board shall provide full pay for each day that an employee's
sence in court is required by subpoena. The Board shall
ther provide full pay for each full day that the employee
required to be in court for jury duty.

Other Reasons

Board shall provide four (4) days leave of absence with pay
year for religious, personal, legal business, household, or
ily matters which require absence during school hours. Appli-
ion to Superintendent for days for other reasons shall be
e within 2 days except in cases of emergency; except that a

reduction will be made for absence on the day before or a vacation. Any decision affecting a teacher's absence for religious purposes shall be subject to the normal procedure.

Leave

1. Leave shall be granted to a teacher by the Board for approval, subject to the following conditions:

There are sufficient qualified applicants (teachers for the year) for the school years, 1976-1979 sabbatical leaves shall be granted to a maximum of three (3) qualified applicants each contract year. Each may receive a full year sabbatical, or up to six (6) qualified applicants each may receive a half-year sabbatical or any combination thereof not exceeding a total duration of three (3) full years for all applicants.

Requests for sabbatical leave must be received by the Superintendent in writing by March 31st of the school year in which the leave is to be granted. Requests may be mutually agreed on by the Association and the Superintendent.

A teacher has completed at least seven (7) full school years of service in the East Windsor Regional School District. The Board shall give special consideration to those applicants with the greater length of service in the District.

During the sabbatical year a teacher will receive 100% of the salary due him while on sabbatical leave; i.e., one-half year's salary for a half year sabbatical or one year's salary for a full year sabbatical.

A teacher granted a sabbatical leave must agree to at least one (1) year's employment in the District after return from sabbatical leave.

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have received had he remained actively employed in the system during the period of absence.

A teacher shall not be granted a sabbatical leave more than once in any seven year period.

Maternity/Paternity, or Adoption

Leaves shall be granted consistent with New Jersey law and the decision and orders of the Division of Civil Rights and the Department of Law of the State of New Jersey.

Leaves of Absence

Military Leave of Absence

Leaves of absence with pay will be granted to personnel

ired to perform short periods of military duty annually.
leaves are authorized by Chapter 351 Section 38:23-1
ne New Jersey Statutes amended as follows:

officer of employee of the State or a County, School
istrict or Municipality, who is a member of the organized
rve of the Armed Forces of the United States or other
nization affiliated therewith, shall be entitled to
e of absence from his respective duty without loss of
or time on all days on which he shall be engaged in field
ning. Such leave of absence shall be in addition to the
lar vacation allowed such employee."

py of the military orders shall be filed with the Secretary
he Board.

Military Leave of Absence

e of absence for an extended period of time without pay
be granted upon request and upon filing a copy of the
tary orders with the Secretary of the Board. An extended
od is defined as any period longer than 90 days.

leaves are authorized according to statute 18A:6-13, page
third volume of new edition, summarized as follows:

ry person holding a position who has entered the armed forces
l be entitled to all the benefits and be subject to all the
s and conditions of Chapter 119 of the laws of 1941.

person shall be entitled to the benefit of any increase in
ry during his leave of absence which such person would have
yed had he not entered the service. Such employee shall be
ted a leave of absence for the period of such service and have
rther period of three months after receiving his discharge
the service.

ny such person shall be incapacitated by wound or sickness
he time of his discharge from service his leave of absence
l be extended until three months after his recovery or until
expiration of two years from the date of his discharge from
service, whichever shall first occur. In no case shall
person be discharged or separated from his employment
ng such period of leave of absence because of his entry
such service. Such person shall be entitled to resume
employment provided he shall apply therefor before the
ration of his leave of absence and provided he shall be
rably discharged from such service.

rding to the Department of Education, Division of Contro-
ries and Disputes, the Board of Education is responsible
the payment of the employee's pension fund contributions
ng the time he served in the military service."

ARTICLE XVI - INSURANCE PROTECTION

rance

ard shall maintain, at Board expense, group health overages for all employees and dependents at 100% -dependent coverage as follows: a hospitalization ical plan, an extended benefit plan usually referred r J" type coverage and a major medical plan.

ent of any change in the contracted insurance carrier or carriers, shall be guranteed coverage of benefits equal to or better than ontract.

rance

hall maintain, at Board expense, insurance coverage loyees for all injuries occurring in the performance ties and which are promptly reported to the employee's uperior.

nsurance

hall maintain, at Board expense, a liability policy ds personal liability and legal expense protection loyee up to \$100,000 per year per employee (to a all employees of \$1,000,000 per year) as regards the employee in the course of his/her work.

n Plan

hall maintain, at Board expense, a 100% prescription tal Service Plan of New Jersey, for all employees repre- his Association and their dependents.

l Service Plan

hall maintain, at Board expense, an extended dental 5.00 deductible, known as the N. J. Dental Service Plan loyees represented by this Association and their

ARTICLE XVII - PROFESSIONAL DEVELOPMENT

hall assume the full course cost and approved expenses rses a teacher is requested or required in writing by the ent to take. This should include costs involved in worksho- nces which teachers are required/requested to attend.

XVIII - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

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

Principal shall work out particular rules and regulations with professional staff through a Building Committee, consisting of Association appointed members and three representatives of the Administration. This committee will report to the staff any recommendations or additions to the disciplinary procedure.

The discipline committee shall discuss and adopt disciplinary procedures designed to establish proper classroom control and discipline in accordance with the needs of the students and professional staff members.

ARTICLE XIX - DEDUCTION FROM SALARY

The Board of Education agrees to make all individually authorized salary deductions in accordance with Chapter 233, Laws of 1969 -15. 9e.

The Board provides the employees with an opportunity to participate in and join an insurance program for the purpose of participating in a tax deferred annuity.

ARTICLE XX - STUDENT TEACHERS

The assignment of a student teacher will be made only with the consent of the participating teacher. Any stipend of either cash or college savings on the assignment of a student teacher shall be divided among those teacher(s) actually participating with the student teacher in accordance with their degree of participation.

ARTICLE XXI - DURATION OF AGREEMENT

This represents the exclusive agreement made by and between the Regional Board of Education and the Hightstown Education Association. This agreement shall be and become effective on July 1, 1976 and terminate on June 30, 1979, except that all those ARTICLES of this agreement which relate to salary and fringe benefits shall terminate on June 30, 1978. Specifically salaries including extra-curricular salaries and non-athletic and fringe benefits, shall be subject to negotiations during the 1977-1978 school year and shall be effective July 1, 1978 for the 1978-1979 school year.

NESS WHEREOF, the President and Secretary of the
hereunto set their hands and seals, and the BOARD
presents to be signed by its proper corporate officers
corporate seal to be hereto affixed this 9th day of
ten hundred and seventy six.

HIGHTSTOWN EDUCATION ASSOCIATION

and delivered
of
?
Windsor

By: Shirley E. Kervi (L.S.)
Shirley E. Kervi, President

By: Thomas L. Mahoney (L.S.)
Thomas L. Mahoney, Secretary

BOARD OF EDUCATION OF EAST WINDSOR
REGIONAL SCHOOL DISTRICT

Kent
Secretary (L.S.)

By: Lynn B. Friedman (L.S.)
Lynn B. Friedman, President (L.S.)

WITNESSEY :
: ss.
:

REMEMBERED, that on this 9th day of February, Nineteen
hundred and seventy six before me, the subscriber, a Notary Public of
New Jersey personally appeared Shirley E. Kervi and Thomas L.
Mahoney, who, I am satisfied, are the President and Secretary,
of the HIGHTSTOWN EDUCATION ASSOCIATION, called "ASSOCIATION"
of the within instrument, and who executed the within instrument, to
be known the contents thereof, and thereupon they
set their hands and seals at they signed, sealed and delivered the same as the
and deed of the ASSOCIATION for the uses and purposes
expressed therein.

Julia R. Gwin

WITNESSEY :
: ss.
:

REMEMBERED, that on this 9th day of February, Nineteen
hundred and seventy six before me, the subscriber, a Notary Public of
New Jersey personally appeared Edward D. Kent, who being by me duly
qualified and make proof to my satisfaction, that he well
knows the contents of the within instrument, and that the
corporate seal of BOARD OF EDUCATION OF EAST WINDSOR REGIONAL
SCHOOL DISTRICT, the BOARD mentioned in the within instrument; that the
seal so affixed is the proper corporate seal of the said
corporation and the same was so affixed thereto and the execution
of the within instrument in the presence of the said
subscriber a voluntary act and deed of the said corporation, and
the subscriber thereupon signed the same as subscribing witness.

Subscribed before me
on this day of 2/9 1976

P. Gwin

Edward D. Kent
Edward D. Kent, Secretary (L.S.)

-Notes -

- Notes -