

THIS AGREEMENT, effective July 1, 2003 is by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD," and the EAST WINDSOR EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION."

WITNESSETH:

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

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

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

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., concerning grievance and terms and conditions of employment for certified personnel under contract by the Board in the following job categories:

Classroom Teacher	Occupational Therapist
Nurse	Specialist Teacher
Guidance Counselor	Social Worker
Librarian	Content Specialist
Speech Language Specialist	School Psychologist
Substance Awareness Coordinator	LDTC
Program Coordinator	Athletic Trainer
Teacher/Coor. of Instr. Tech.	

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.
- C. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to N.J.S.A. 34:13A-1 et seq., but will reserve the right to meet with employee organizations-other than the majority group-to hear their views. A representative of the Association may be given the opportunity to attend.

ARTICLE II - FUTURE NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq.
- B. Any tentative agreement which is reached between the respective parties is subject to ratification by the full Board and the Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

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

- C. Grievances shall be initiated within thirty (30) school days of the happening or thirty (30) school days from the time that the grievant should have known of the occurrence.

D. Procedure

1. Level One -

Any teacher who has a grievance shall initiate it first with his/her principal in an attempt to resolve the matter informally at that level. For members of the Child Study Team the Director of Student Services shall be considered the principal for purposes of this Article. The discussion shall be held within seven (7) school days of notification.

2. Level Two -

If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within seven (7) school days, he/she shall set forth his/her complaint in writing to the principal. The principal shall communicate his/her decision to the teacher in writing within seven (7) school days of receipt of the written complaint.

3. Level Three -

The teacher may appeal the principal's decision to the Chief School Administrator within seven (7) school days. The appeal to the Chief School Administrator must be made in writing and must specify the following: the nature of the grievance; the section of the agreement, specific board policy, or administrative decision which is the subject of the grievance; and the remedy sought. The Chief School Administrator shall request a report on the grievance from the principal in writing, shall confer with the concerned parties, and, upon request, with the teacher or principal separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed fifteen (15) school days. The Chief School Administrator shall communicate his/her decision in writing, along with supporting reasons, to the teacher and the principal.

4. Level Four -

If the grievance is not resolved to the teacher's satisfaction, he/she may request a review by the Board within ten (10) school days after the Chief School Administrator has issued his decision. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, hold a hearing with the teacher, if requested, and render a decision in writing within fifteen (15) calendar days. A copy of the Board's decision shall be forwarded to the Association.

5. Level Five -

The Association may submit to arbitration through the Public Employment Relations Commission any grievance that has not been resolved to the satisfaction of the grievant or the Association under Level Four of this procedure.

- a. The Association shall notify the Board within thirty (30) calendar days of the Board's decision of its intent to submit the matter to arbitration.
- b. The parties shall follow the rules of the Public Employment Relations Commission for determining an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/ her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and

his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, shall be borne equally by the Board and the Association.

E. 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.

F. Year End Grievance

In the event that a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the procedure shall continue under the stated timeliness throughout the summer. In the event that such a grievance, if left unresolved until after the end of the school year, could result in irreparable harm to the grievant or the Association, the time limits set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practical.

G. Rights of Teachers to Representation

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

H. Reprisals

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

I. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Chief School Administrator via the principal(s) concerned and the processing of such a grievance shall commence at level two of the grievance procedure.

J. Separate Grievance File

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

ARTICLE IV - RIGHTS OF THE PARTIES

- A. 1. The management of the East Windsor Regional Board of Education and the direction of its teachers, including the right to hire, suspend, discharge for just cause, promote, demote, transfer employees, are recognized to be in the Board of Education except as otherwise provided in this Agreement. However, nothing contained herein shall be construed to deny or restrict to any teacher or the Board such rights as each may have under New Jersey School Laws or other applicable laws and regulations.
2. The Board reserves to itself the general mandatory powers and duties as defined in Title 18A: II - 1:
- "Make, amend and repeal rules, not inconsistent with this Title or with the rules of the State Board or its own government and the transaction of its business and for the government and management of public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees. . perform all acts and do all things, consistent with the law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district."
- B. There shall be no discrimination, interference, restraint or coercion by the Board of Education or the Association or any of its representatives against members of the Association because of their membership or lack of membership in the Association. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school mailboxes, interschool mail facilities and computer communication facilities. (A courtesy copy of non-confidential material shall be forwarded to the Chief School Administrator and principal.) The responsibility for the contents of communications rests wholly with the author.
- The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association material. In the posting of the Association materials and the use of mailboxes, all such material will be published on official Association stationery and dated. Such material shall be presumed to be authorized by the Association.
- D. The Association shall have the right to use school facilities and equipment after school hours with prior approval. Such approval shall not be unreasonably withheld. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.
- E. Teachers shall have primary responsibility to determine grades of students within the grading policies of the East Windsor Regional School District. Should the administration determine that a change in student grade is appropriate, the teacher shall be given written notification of the change and the reason for said change.

- F. Whenever any teacher is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, or employment, or salary, or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons of such a meeting or interview and shall be entitled to have a representative of his/her choosing present to advise him/her during such a meeting or interview. The written notice shall include a statement of the right to have representation at such meetings.

Any questions or criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be performed with all due professional courtesy and to the extent practicable, in a location that respects the privacy of both parties.

- G. In response to reasonable requests from time to time, the Board of Education agrees to make available, within a reasonable amount of time, at no cost to the Association, all available information concerning the educational program and the financial resources of the district that are a matter of public record.
- H. Bulletin Boards: The Association shall have, in each school building, the partial use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Association notices provided copies are presented in advance for posting to the appropriate administrator. All such material will be published on official Association stationery and shall be presumed to be authorized by the Association and dated.
- I. Release Time for Meetings: Whenever a representative of the Association is requested/required, by the Chief School Administrator, to participate during working hours in negotiations and/or grievance proceedings, he/she shall suffer no loss in pay.
- J. The Board and the Association agree to share equally in the cost of reproducing this agreement.
- K. The personal life of a teacher shall not affect the teacher's employment except as it may prevent the teacher from performing his/her assigned functions.
- L. Dependent children of teachers will be permitted to attend school in the East Windsor Regional School District at one-half the tuition rate established by the Board of Education for non-resident students. Teachers who wish to avail themselves of this benefit shall be required to enroll the child in the district according to district policy covering out-of-district enrollments.

ARTICLE V - WORK YEAR

- A. The Chief School Administrator will consult with representatives of the Association before recommending the school calendar for the next school year. Final determination of the school calendar will rest with the Board.
- B. The teacher work year shall consist of one hundred eighty-five (185) in-school workdays which may not begin before September 1 or end after June 30, except for the new teacher orientation programs held each year. Teachers new to the District will be required to attend 18 hours of training during the school year. Sessions comprising this 18-hour program shall be no longer than three (3) hours in duration and occur no more than two (2) nights in any week.
- C. The work year for LDTCs, school psychologists, and social workers, shall begin September 1 and end June 30, but will not exceed a total of one hundred ninety one (191) days. During the course of the school year the members shall follow the teachers' calendar. Each member hired after July 1, 1994 shall work five (5) days during the summer at no additional compensation. The five (5) summer days for each member will be scheduled mutually by the member and the Director of Student Services. In the event of a disagreement, they shall be the first five (5) workdays in July.
- D. The work year for Occupational Therapists shall begin September 1 and end June 30, but will not exceed a total of one hundred ninety one (191) days. During the course of the school year the members shall follow the teachers' calendar.
- E. Content Specialist
 - 1. In-school workdays for content specialist shall be the same as that for other teachers.
 - 2. Eight (8) additional workdays beyond the required one hundred eighty-five (185) will be granted and compensated for at two hundred seventy five dollars (\$275.00) per day. Unless otherwise mutually agreed to, six (6) of these additional workdays will be scheduled on the two (2) days used for new staff orientation (except for content specialists new to the district, where special scheduling between the content specialist and principal will be necessary) and on the four (4) days after the last workday for staff. The remaining two additional days shall be under the control of the Office of Curriculum and Instruction and shall occur consecutively within the last ten days of August. The content specialist must receive at least two (2) months notice as to the scheduling of these two (2) additional days. All content specialists must work the same two (2) days.

Forty-eight (48) hours, thirty-six (36) hours of which are designated for building use and twelve (12) for staff development, may be scheduled on other days or beyond the seven (7) regularly scheduled daily hours of teachers if said scheduled hours and/or days are mutually agreed to by the individual content specialist and his/her building principal or in the case of staff development hours, by the Office of Curriculum and Instruction.

3. If additional workdays are required beyond those in subsection D.2. hereinabove, they will be requested by the building principal to which the content specialist is assigned, with the approval of the Chief School Administrator, and will be compensated at two hundred seventy five dollars (\$275.00).
4. A thirty (30) day notice shall be given to a content specialist when additional workdays beyond those in subsection D.2. hereinabove are requested by the building principal, or less time if mutually agreed to between the building principal and the content specialist.

F. Program Coordinator

1. In-school workdays for Program Coordinator shall be the same as that for other teachers.
2. If additional work days are required, they will be requested to the Chief School Administrator by the principal of the building to which the program coordinator is assigned. If the Chief School Administrator approves, the workdays will be compensated at two hundred seventy five dollars (\$275.00).

G. Athletic Trainer

The work year for Athletic Trainer shall be August 15 through June 15. The work schedule will be the equivalent of a 35-hour week with the actual schedule determined by the Athletic Director based on the athletic schedule and the needs of the athletes.

H. Mentoring

1. Mentor teachers and provisional teachers are included under the title Classroom Teachers in the Recognition clause of the agreement between the Board and the Association.
2. Mentor teachers will be appointed by the principal from a list of volunteers from within the building in which they will mentor.
3. In general, mentor teachers shall not be required to mentor more than one (1) teacher at a time. In some cases it may be necessary and/or desirable to have a mentor teacher assigned to mentor two (2) provisional teachers. Such an assignment shall be voluntary. In the event a mentor teacher voluntarily accepts assignments to two (2) provisional teachers, he/she shall receive the stipend provided under number 6 of this agreement for each provisional teacher he/she is assigned to mentor.
4. Mentor teachers shall not be required to assess or evaluate the provisional teacher or contribute in any way to the evaluation process.
5. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The administration will elicit from among the entire regular

teaching staff a list of volunteers for the mentoring program. Prior to making the request for volunteers, teachers will be informed, in writing, of the required qualifications and responsibilities of the mentor teacher in the mentoring program. No employee shall be assigned to serve involuntarily as a mentor if there are volunteers available. If it becomes necessary to involuntarily assign an employee to a mentoring position, said employee shall not again be involuntarily assigned until all other employees have been assigned.

6. In addition to their regular salary and other stipends to which they may be entitled, mentor teachers shall be paid an annual stipend by the novice teacher which is equal to the state recommended mentor teacher stipend. If the State underwrites the cost, duplicate funding will not be required of the novice teacher.
7. The district shall provide adequate training for mentoring teachers to enable them to properly fulfill their roles in the mentoring program.
8. Whenever mentor teachers are required to attend meetings or training outside regular school hours, they shall be compensated at the hourly rate otherwise established in the agreement for in-service activities.

ARTICLE VI - TEACHING CONDITIONS

- A. Teachers may be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to clock-out by hours or minutes. Unless another reporting procedure is established by the individual building principal, teachers shall sign in at the main office of the school building at least fifteen (15) minutes before the official arrival time of students at the beginning of the school day and shall remain in the school building at least fifteen (15) minutes after the students have been dismissed. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his/her recognized professional responsibility to assist students after school has been dismissed when such help is needed or requested. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day, except that the dismissal time for those teachers assigned bus duty, or other similar responsibilities, on Fridays and days preceding holidays, shall be the same as for other workdays. On pupil half days devoted to professional development the teacher workday shall end at the same time as their regular full workday.

The administration of each building shall use its best efforts to rotate duties assigned during the time before and after the student day so that teachers are not assigned the same duties in consecutive years.

A Board of Education and EWEA Committee will be formed to review and propose potential solutions for duty assignments and will endeavor to submit a recommendation to the Board for the 2004-2005 school year.

To accommodate program needs, teachers, on a voluntary basis, may have their work hours or a day or all days adjusted, with the approval of the building principal, to either begin or end earlier or later than the hours stated in Section A above. The flexible

hours will be limited to variations within the total number of contracted hours provided in the contract and may not result in more instructional time and/or less planning time for the teacher(s) with flexible schedules than that of similar teachers in that school not on a flexible schedule.

Flexible-hours schedules will be renewed annually to insure the continuation of their voluntary status.

The workday for school psychologists, LDTCS, social workers, and occupational therapists shall be 7 1/2 hours. These hours normally will be scheduled between 7:30 a.m. and 4:30 p.m., beginning no later than the teacher arrival time for the building in which they are assigned. However, the starting and stopping times on individual days may be adjusted through the mutual agreement of the Child Study Team Member and his/her principal/immediate supervisor. If the need arises, social workers, LDTCS and psychologists, on a voluntary basis, may adjust their work schedule with the approval of the Director of Student Services to better accommodate the needs of the individual students and their families. The flexible hours will be limited to the variations within the total number of contractual hours provided for in the contract.

In no case shall the workday for other teachers exceed 7 hours 15 minutes including lunch, except as outlined in Section D of this Article.

- B. Teaching schedules shall remain under the authority of the building principal. Schedules for LDTCS, school psychologists, social workers and occupational therapists shall be under the authority of the Assistant Superintendent in consultation with the building principals and the Director of Student Services.
- C. Teachers shall have a duty free lunch period of at least thirty (30) minutes.
- D. Building based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings one day per week, but no more than four meetings per month. School psychologists, LDTCS, social workers, occupational therapists, and content specialists will be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings five (5) 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 sixty (60) minutes. If additional time is needed by mutual agreement, the time may be extended. Content Specialists shall also be required to attend one additional two-hour meeting monthly for purposes of curriculum articulation.

By mutual agreement within a building, such meetings may occur in the morning before regular student starting time.

- E. Appointment to extracurricular activities shall be offered and accepted without coercion either way, yearly.
- F. Participation in overnight field trips shall be on a voluntary basis only.

- G. Teachers who volunteer to cover after school administrative detention shall substitute said coverage for a duty period. For example, teachers who are interested in covering detention shall express their interest, in writing, on a quarterly basis to the administration. The administration shall rotate coverage based upon the volunteer list.
- H. 9-12 high school teachers who attend either High School Graduation or Awards Night shall be permitted to leave at the early dismissal time for students on the day of graduation.
- I. 6-8 teachers who attend eighth grade promotion exercises will be given early dismissal compensatory time on either the last student day of the school year or the last teacher day of the school year.
- J. Full time teachers shall have 200 minutes of duty - free preparation time during the course of a regular, five day work week.
- K. High School teachers may be asked to volunteer to teach a 6th class and middle school teachers may be asked to volunteer to teach one period more than what is scheduled in that school year for teachers in their subject area. For the purpose of this article a class refers to a roster or 2 "lab rosters of students if scheduled every other day" and "teaching assignment" refers to the number of classes for which a teacher is assigned responsibility. It does not refer to the number of teaching periods scheduled on any day.

The Administration shall notify the Association in writing of its request for volunteers. The Administration will first offer the additional class to existing part-time teachers.

A volunteer who is selected for such a teaching assignment shall be:

- 1) paid \$4,000 for a full year, or a prorated amount for a shorter period, and the payment shall be included in the member's base salary for pension purposes for that year;
- 2) relieved of the duty period normally assigned to the department;
- 3) teachers shall not be assigned in the following year without their consent.
- 4) No more than four (4) teachers may be voluntarily or involuntarily assigned from one (1) department.

In the event that there are more volunteers than available teaching assignments, the selection of teachers shall be in the sole discretion of the Administration.

This provision shall not apply to teachers of Instrumental Music.

- L. In the event that there are insufficient volunteers under paragraph K, the Administration may assign teachers to an additional class, consistent with the terms of paragraph K, and subject to the following conditions:
 1. the District shall provide prior written notice to the Association setting forth sufficient information so that the Association can verify the need for the assignment;
 2. teachers shall not be assigned in consecutive years without their consent;
 3. no more than four (4) teachers may be assigned or volunteer from any department. Middle School Teachers who are regularly scheduled for six (6) teaching periods per day or five (5) periods and flex time or academic support or study skills or other

- similar support program, will not be assigned an additional teaching period; however, they may volunteer for an additional period;
4. No more than four (4) teachers may be voluntarily or involuntarily assigned from any department.

ARTICLE VII - NON-TEACHING DUTIES

- A. Student attendants, paraprofessionals, and other non-certificated personnel employed by the Board shall perform such non-teaching duties as assigned to them by their respective principal.

Such personnel may assist teachers in instructional activities but may not assume the certified teachers' role of planning, prescribing, and evaluating learning activities. While assisting teachers in the instructional program, such personnel must be directly supervised by a certified teacher.

- B. The assignment of such personnel by the principal is for the purpose of relieving the teachers of many ancillary duties so that the teachers' time may be spent on professional duties.

ARTICLE VIII - EMPLOYMENT PRACTICES

- A. Board Policy
Consistent with Title 18A:11-1 and Chapter 123, N.J.S.A. 34:13A-1 et seq., present Board policies relating to terms and conditions of employment shall remain in force during the contract period.

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

- B. Notification of Vacancies

Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district. The District will endeavor to give notification of available summer positions at least two weeks prior to the conclusion of the school year.

1. When school is in session notices of vacancies will be posted within four (4) days, in each school, following the regular Board of Education meeting in which the vacancies were determined.
2. Notice of vacancy will include grade and/or subject area, school, effective date and procedure for applying.

3. During summer vacation, notice of vacancy will be posted as in Subsection A and Subsection B hereinabove with copy forwarded directly to the Association president at his/her home address.
4. Teachers who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their names to the Assistant Superintendent, together with the positions for which they desire to apply, and an address where they can be reached during the summer. The Assistant Superintendent shall notify such teacher of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, but in no event less than fourteen (14) days before the final date when application must be submitted. Also, during summer vacation notice of vacancy will be maintained on an answering machine in the District and the District will endeavor to list the vacancy on its Web Page to enable employees to call in to learn what postings are available.

C. Notification of Employment

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

ARTICLE IX - TEACHER ASSIGNMENT AND TRANSFER

- A. Every effort shall be made to give all teachers written notice of their salary, schedules, class and/or subject assignment, and the building assignments for the forthcoming year not later than the last day of school for teachers.
- B. In the event that changes in such schedules, class and/or subject assignments are proposed after July 1, any teacher affected shall be notified promptly.
- C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current IRS rate.
- D. Requests for building changes, length of workday and assignment in a different certification are submitted in writing to the Assistant Superintendent not later than April 10. Requests for changes of grade level, subject/course assignment within current area of certification should be submitted to the member's principal. The best interest of the school system, the instructional requirements and the wishes of the individual teacher shall be considered in the determination of requests for voluntary reassignment and/or transfer.
- E. No later than May 15 of each school year, the Assistant Superintendent shall post in all school buildings a list of all known vacancies and those which are anticipated for the following school year
- F. Teachers who are transferred shall receive supplies adequate for the transfer (boxes, packing tape etc.).

ARTICLE X - TEACHER EVALUATION

- A. The evaluation of teaching in our school system shall be cooperative and constructive with the full knowledge of the teacher. No prior notice need be given. Its major purpose is the improvement of the total teacher-learning situation. Supervisors and teachers shall work together to study factors in the learning situation, and then plan and work for improvement. The very nature of supervision and evaluation requires that both teachers and supervisors approach the process with mutual respect and cooperation. Evaluation procedures will be made available to teachers at the beginning of the school year.
- B. The evaluator must be clearly identified as an evaluator.
- C. Visits to any classroom should not be heralded by any introduction or other formality. The classes should continue as usual. A conference should follow the visit. Teachers should feel free to request additional conferences or guidance whenever they feel that either would be beneficial.
- D. A teacher shall be given a copy of any class visit evaluation report prepared by an administrator or supervisor. The length of time from the date of the classroom observation to the issuance of the written report to the teacher shall not exceed 10 school days. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without a prior conference with the teacher. The teacher's signature on an evaluation report shall indicate that he/she has read the report.
- E. Evaluations are available only to the teacher and administration.
- F. The teacher shall have the right to reply to the evaluation in writing within ten (10) school days of receiving said evaluation and should have the same attached to the evaluation file copy. In extenuating circumstances, a request for an extension of said time limits shall not be unreasonably denied.
- G. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her 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 also have the right to submit a written answer to such material and his/her answer to such material shall be reviewed by the Chief School Administrator or his/her designee and attached to the file copy.
- H. Should a teacher refuse to sign material referred to in this article. the evaluator shall invite the president of the East Windsor Education Association or his/her designee to witness the fact and the opportunity to affix his/her signature acknowledging that the opportunity was presented; and said president or his/her designee shall sign to indicate his/her knowledge of the circumstances.
- I. Any written material contained in a teacher's personnel file which a teacher has not had an opportunity to review, rebut, and sign shall not be used in any proceeding against that teacher.

- J. A teacher, upon request shall have the right to review the contents of his/her personnel file.

ARTICLE XI - COMPLAINT PROCEDURE

- A. Any parent, student or other person wishing to lodge a complaint regarding a teacher shall be requested to submit said complaint in a written statement to the building administrator. Should the complainant decline to put the complaint in writing, the complaint may be brought verbally to the attention of the teacher but shall not be the subject of disciplinary action. In order for written disciplinary action to be taken where appropriate, the complaint must be in written form. The written complaint need not be signed, but the identity of the complainant shall be provided at the employee's request.
- B. If a complaint could result in disciplinary action being taken against the teacher, the teacher shall be notified and provided a copy of the written complaint within seven (7) school days of the receipt of the complaint by the administration.
- C. Any teacher who is the subject of any complaint shall be entitled to representation by the Association at any meetings related to said investigation or complaint.

ARTICLE XII - LEAVES OF ABSENCE

Leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to concurrence of the Board in writing.

A. Child Care, Maternity, Paternity, or Adoption

A teacher may request, in writing, a leave of absence without pay for child care, maternity, paternity, or adoption for a period of not more than one (1) teacher work year. A leave for child care, maternity, paternity, or adoption shall, on application, be granted for a period through the balance of the school year in which the leave commences. Any extension of such leave shall be at the option of the Board and be handled on a case-by-case basis.

1. This leave of absence may exist for one teacher work year and up to one full year's extension thereafter until the beginning of the next teacher work year. At this time, the employee must return or officially resign the position.
2. This leave of absence may be shortened upon written request and Board of Education's approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.

3. Teachers on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, and approval of, the Board of Education and the administrative staff.

B. Sick Leave

1. All ten month teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of the school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. After all sick leave allowed under section (1) above has been used, an additional ten (10) days at teacher's pay less substitute pay may be allowed in accordance with N.J.S.A. 18A:30-6.
3. Teachers shall be given a written accounting of accumulated sick leave days, inclusive of unused illness in the immediate family days and unused days for other reasons, no later than September 15th.
4. Previously accumulated sick leave days shall be restored to all returning personnel who have been the subject of a reduction in force (RIF) or who have resigned and return within five(5) years.

C. Illness in the Immediate Family Days

1. The Board shall provide two (2) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, father-in-law and immediate household).
2. The Board shall further provide that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year are provided at half pay.
3. An absence because of an illness in the immediate family which exceeds nine (9) days per year may be granted by the Chief School Administrator at full deduction in pay.
4. All unused illness in the immediate family days, as calculated on June 30 shall be cumulative as sick days except that no more than fifteen (15) days shall be carried over as sick days to the next year.

D. Death in the Family Days

The Board shall provide five (5) days per event at full pay for a death in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, and immediate household). After all such death in the immediate family days are exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

E. Death in Other Than the Immediate Family Days

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

F. Marriage Days

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

G. Days for Jury Duty or Subpoena by Court

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

H. Days for Other Reasons

The Board shall provide three(3) days leave of absence with pay per year for religious, legal business, household or family matters which require absence during school hours. Application to the Chief School Administrator for "days for other reasons" shall be made within two (2) days of the requested day except in cases of emergency. The Chief School Administrator reserves the right to require additional information regarding the reason prior to making his/her decision to approve or reject the request. Days for other reasons may not be used on the day before or after a holiday or vacation period.

All unused days for other reasons as calculated on June 30 of each year shall become cumulative as personal illness days except that no more than fifteen (15) days may be carried over to the next year.

I. Sabbatical Leave

1. Purpose of Leave

The underlying purpose of the sabbatical leave is to improve the teacher's quality of teaching and to enable him/her to gain enriching and broadening experience by professional study. Major consideration must be given to the benefit which will accrue to the pupils and the community through the individual's growth.

- a. Sabbatical leaves will be granted for the purpose of professional study in an academic discipline directly related to the teacher's current job duties and responsibilities or in the field of education at approved colleges or universities. The teacher must take a minimum of nine (9) credits per semester. A failure to maintain this credit load will result in an immediate termination of the leave.

- b. Under special circumstances, sabbatical leaves may be granted, at the discretion of the Board, for study in the teacher's area of expertise, or other approved area, in a non-degree program at an approved college or university or other approved institution. The nine (9) credit minimum from I.a. above does not apply.

2. Number

If there are sufficient qualified applicants (teachers for the past year) sabbatical leaves shall be granted to a maximum of two (2) qualified applicants each contract year.

3. Eligibility

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

4. Length of Leave

Such leaves of absence shall be for one (1) full academic year or one-half (½) academic year.

5. Application

- a. A written request for a sabbatical leave shall be submitted to the Chief School Administrator prior to December 1 of the school year preceding the academic year for which the leave of absence is desired.
- b. Applicant's statement of purpose and plan for the sabbatical leave should reflect professional maturity commensurate with ability and experience. The written application should outline, in detail, the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction, and any additional information which will be helpful in evaluating the request. The application shall include a detailed explanation of the courses and objectives of the educational program of study.

6. Evaluation of Application

- a. Applications for sabbatical leaves taken under paragraph 1.b of this article shall first be reviewed by the Chief School Administrator. If he determines that the application merits consideration, he shall submit it directly to the Board for its review. If the Board agrees that the application merits consideration, it will forward the application to the committee for processing in accordance with the contractual procedures set forth in this article.

- b. A committee composed of an equal number of staff teachers appointed by the Association and an equal number of representatives appointed by the Chief School Administrator shall screen and endorse candidates for sabbatical leave. The committee shall give first consideration to those plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the teacher applying for leave. The committee's endorsements shall be forwarded to the Chief School Administrator
- c. The Chief School Administrator shall evaluate each request and shall submit a recommendation to the Board. He/she may request the presence of an applicant at the Board meeting at which the request is to be considered. This will provide the Board with opportunity to explore to the fullest extent possible the plan and purposes of the teacher. Approval shall not be withheld by the Board unreasonably.

7. Conditions of Leave

- a. As a condition for the granting of the sabbatical leave, the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence and shall execute a promissory note payable to the East Windsor Regional Board of Education in the amount to be received while on sabbatical leave.
- b. This note shall be paid in the event that all terms, conditions, requirements and obligations set forth in Article XII, Section 1, are not met by the teacher receiving said sabbatical leave. Upon failure to continue, the teacher shall be required to repay to the Board a sum bearing the same ratio to the amount of the salary received while on sabbatical that the unfulfilled portion of the two subsequent years' service bears to the full two (2) years. However, the teacher shall be released from such payment if the failure to serve the stipulated two (2) years be due to illness or disability, or if the teacher is discharged from the position. In addition, no repayment will be due from the teacher's estate if the teacher should expire before the end of the two (2) year period.

8. Salary and Benefits

- a. A teacher on sabbatical leave for one (1) year shall receive one-half (1/2) of his/her full salary at the step he/she would have attained had the teacher remained in his/her position. A teacher granted a half year sabbatical leave shall receive full salary for the half-year at the step he/she would have attained had the teacher remained in his/her position.
- b. Salary payments will be made on the same basis as for other teachers. From this compensation, regular deductions shall be made for the Teacher's Pension and Annuity Fund, and other deductions that are required or that have been requested by the teacher (II - Deduction From Salary).

- c. The Board will continue its normal contribution for health insurance and other fringe benefits for the teacher during such leave of absence. In addition, the teacher shall continue to accumulate sick leave.
- d. The leave of absence shall be counted for purposes of seniority and advancement on the salary guide. A teacher returning from sabbatical leave shall be placed on the step of the appropriate guide he/she would have attained had he/she taught the entire previous year in the school district.

9. Notification to Teacher

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

10. Interrupted or Termination of Leave

- a. In the event that injury or illness compels the teacher to interrupt or to terminate the sabbatical leave, the teacher must notify the Chief School Administrator immediately. Upon receipt of such notification, the Chief School Administrator shall notify the Secretary of the Board and the teacher that the provisions of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification.
- b. The teacher shall have the medical reasons for interruption of the leave verified by a medical doctor, and have a report forwarded to the Chief School Administrator. Upon release by the teacher's private physician, the teacher will return to regular duty for the remainder of the school year.
- c. For the balance of the academic year, the teacher will be assigned, as needed, at the discretion of the Chief School Administrator within the area in which the teacher is certificated.
- d. In instances where the leave is terminated by illness or injury, the teacher will receive sick pay for a period of time equal to the accumulative sick leave. If the accumulative sick leave is exhausted and the teacher is either unable to resume the leave of absence and carry out the objectives or to return to school, the Board shall determine whether to grant a leave of absence for the balance of the academic year, and under what conditions.
- e. If a leave is abrogated, the teacher shall not be restricted from requesting a leave in any subsequent year.
- f. If a leave is terminated, the teacher's seniority and credit will continue just as if the sabbatical leave had continued.

II. General Requirement

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

11. Reports

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

12. Revocation of Leave

If the Chief School Administrator is convinced that the teacher is not fulfilling the purposes for which the leave was granted, the Chief School Administrator shall report this fact to the Board. If the Board believes that the leave should be revoked, it shall provide the teacher with a plenary hearing. After evaluating the merits of the case, the Board shall either continue the leave of absence, or revoke the leave and return the teacher to service.

13. Return to Service

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

J. Military Leaves of Absence.

All rights and responsibilities of the parties outlined in Article XII-K of the Master Agreement between the East Windsor Education Association and the Board of Education, July 1, 1984 - June 30, 1986, shall remain enforceable through full rights of both parties' contracted redress. The full wording of this article was deleted for the sole reason of reducing the amount of wording in the master contract

ARTICLE XIII - INSURANCE PROTECTION

A. Injury Insurance

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

B. Health Insurance

The Board maintains, at Board expense, group health insurance coverage for these teachers and dependents as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a prescription plan, a dental plan, and a coordination of benefits provision for

married couples who are both employees of the East Windsor Regional School District.

In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of benefits equal to or better than the present contract. However, at any time after July 1, 2000, the Board may change to the State Health Benefits Plan (SHBP) and the parties will be governed by the applicable rules of the State Plan.

Upon entering the SHBP, those benefit levels to be met will be changed to the levels of the SHBP. Those members who at the time of a change to the SHBP have CIGNA coverage for dependents age 23,24, 25 or who will turn 23 during the calendar year in which the change to the SHBP occurs shall be reimbursed by the Board \$100 per month toward COBRA coverage for those dependents not eligible as dependents under the SHBP. Reimbursement shall continue for those dependents through the end of the calendar year in which they turn age 25 provided the following conditions are met:

1. College transcript of dependent, if appropriate, is supplied to the District each semester and
2. Relevant portions of the employee's signed Income tax return, showing the dependent child as a listed deduction, is supplied to the district each year.

Benefit Levels are as follows:

- 1) Major Medical Deductible: \$100. per individual/\$200 per family per calendar year;
- 2) Hospital admittance deductible to present plan at \$100 per person, \$200 per family per calendar year.
- 3) Lifetime Maximum: two million dollars;
- 4) RxPrime Prescription Plan-
Effective July 1, 2003 Co-payment: \$10 for generic drugs and \$15 for name brand drugs.
Effective July 1, 2003 the RxPrime Co-Pay for Mail Order Prescriptions shall be \$5 for generic drugs and \$10 for a three (3) month supply. Effective July 1, 2004 the mail order Co-Pay shall be \$15 for generic drugs and \$20 for brand name drugs.
- 5) Mandatory second opinion covered by insurance, prior to the payment of benefits for the 13 most commonly non-confirmed surgeries.
- 6) Major Medical Coinsurance: 80/20
- 7) The Board will maintain dental benefits as presently exist, but will increase the annual cap to one thousand two hundred fifty dollars(\$1,250).

C. Liability Insurance

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

D. Employee Assistance Plan(EAP)

The Board will maintain an EAP paid for by the Board on an as-used basis. The EAP shall not release to the District any confidential or substantive information regarding an employee without the prior consent of the employee.

E. The Board will contribute \$56.16 per employee for each year of the contract toward the “VSP- Plan A” employee only 20/20 coverage premium.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT

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

B. The Board shall reimburse teachers for tuition incurred in the pursuit of graduate level courses at accredited institutions of higher education in accordance with the following conditions. Tuition reimbursement shall be provided in accordance with this article. Additional reimbursement will be provided for a second course at the end of that school year if the maximum annual expenditure for all teachers has not been reached during said year. The Board shall provide additional reimbursement under this proviso through pro rata equal dollar allocation of any remaining funds among qualified teachers.

1. tuition is not reimbursed from any other source;
2. the teacher receives a minimum grade of "B" or its equivalent for each approved course;
3. the course(s) is/are directly related to the teacher's current job duties and responsibilities, or field of education;
4. the teacher receives prior written approval of the Chief School Administrator before registering for the course(s);
5. reimbursement will be for the actual tuition cost per credit up to the prevailing rate at the College of New Jersey. The maximum for any one course taken at any college will be the cost of a three (3) credit course at the College of New Jersey plus \$250, with a maximum annual expenditure of:

<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$25,500	\$26,500	\$27,500
6. verification, including (1) the official grade report and (2) proof of payment is presented to the Chief School Administrator within thirty (30) days after the

completion of the course(s); however, those teachers who take a course while on a leave of absence shall not be eligible for reimbursement until he/she returns from the leave. Requests for an extension shall not be reasonably withheld; and

7. in the event that the cap is exceeded, an equitable method of distribution shall be established by the Association.
8. Documentation for all courses completed during a school year must be received in the personnel office by June 30 of the school year in order to be eligible for reimbursement. Reimbursement checks will be issued in August provided that there is an August meeting of the Board of Education. Otherwise, they will be issued within one week of the Board's September meeting.

ARTICLE XV - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board has charged its administration with the responsibilities for the maintenance of procedures which will enhance classroom control and discipline.
- B. Each principal shall work out particular rules and regulations with his/her professional staff through a building committee, consisting of three (3) Association appointed members and at least one (1), but not more than three (3) representatives of the administration. This committee will report to the staff any changes or additions to the disciplinary procedure.
- C. Each building discipline committee shall discuss and adopt discipline procedures designed to establish proper classroom control geared to the needs of the students and professional staff members.

ARTICLE XVI - DEDUCTION FROM SALARY

A. Agency Shop

1. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered by this agreement, said teacher will be required to pay a representation fee to the Association for that membership year. The representation fee will be deducted, prospective only, beginning September 1, 1982. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

2. Fee Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended toward the cost of benefits available only to members of the majority representative.

3. Fee for Part-time Employees

Teachers who are employed on a part-time work schedule equal to at least 50% time and who choose not to become Association members will pay the representation fee. Teachers who are employed less than 50% time will be required to pay fifty (50%) of the fee.

4. Demand and Return System

The Association will submit to the Board proof of the establishment and maintenance of a demand and return system through which non-members may appeal the amount of the representation fee. Furthermore, the Association agrees to make all non-Association members aware of their legal rights of appeal and of the procedures available for such an appeal. The Association recognizes that no representation fee may legally be deducted until after the Board has received evidence of the establishment and maintenance of the demand and return system.

5. Non-Member Notification

Once during each membership year covered by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the appropriate representation fee and promptly will transmit the amount so deducted to the Association.

6. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, except for counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

7. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after receipt of the aforesaid list by the Board.

8. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

9. New Teachers

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all teachers who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles, and dates of employment for all such teachers.

- B. The Board of Education agrees to make all other individually authorized payroll deductions in accordance with Chapter 233, Laws of 1969 N.J.S.A. 52:14-15, 9e.
- C. Annuities - The Board provides the teachers with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity program.

ARTICLE XVII - 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 credit accompanying the assignment of a student teacher shall be divided equally among those teacher(s) actually participating with the student teacher in accordance with their degree of participation.

ARTICLE XVIII - PAYMENT FOR ACCUMULATED
UNUSED SICK LEAVE

- A. Any teacher who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits as opposed to "deferred" benefits and has twenty (20) continuous years of teaching service in the East Windsor School District shall be eligible for payment for unused sick leave.
- B. Teachers planning to retire must notify the Chief School Administrator no later than December 1 of the school year preceding the effective date of retirement in order to receive prompt payment Those who comply with this requirement shall receive said payment on or about July 1 following the effective date of retirement; those who notify the Chief School Administrator no later than April 1 of the school year preceding the effective date of retirement shall receive one-half (1/2) of said payment on or about July 1 following the effective date of retirement and the remainder of said payment one (1) year after the July 1 date set forth herein; those who fail to comply with the notification procedure described herein shall receive said payment one (1) year after the July 1 date set forth herein.
- C. To qualify for payment, the retiring teacher must have a minimum of one hundred (100) accumulated sick days. Upon qualifying, payment will be based on one-half (1/2) - i.e.,

two (2) for one (1) - of the teacher's accumulated days in accordance with the schedule set forth below. The amount paid to any teacher shall not exceed four thousand six hundred fifty dollars (\$4,650.00).

Fifty dollars (\$50.00) per accumulated sick day for one-half (1/2) of all days up to and including one hundred (100) days.

Sixty dollars (\$60.00) per accumulated sick day for one-half (1/2) of all days beyond one hundred (100) days.

- D. Unused sick leave compensation will be given to the estate in the event of death during employment.

ARTICLE XIX - PARENT CONFERENCES

Parent conferences will be scheduled after consultation with the Association as to the dates.

- A. K-8 = 16 hours
1. Fall - 11 hours
4 hours - afternoon conferences, early dismissal
7 hours - evening hours mutually agreed upon between staff and principal;
if no agreement, schedule must include 3 hours after 6:00 PM and
3 consecutive hours between 5:30 and 9:00 PM to accommodate
parents.
4 hours are compensated by early dismissal before Thanksgiving and Winter
Break.
3 hours are not compensated.
 2. Spring - 5 hours
2 hours - afternoon conferences/early dismissal
3 hours - evening conferences determined by mutual agreement between staff
and principal. If there is not agreement, the schedule must include:
2 consecutive hours no earlier than 6:00 PM.
2 hours are compensated with early dismissal
1 hour not compensated
- B. 9-12 = 8 hours
- 8 hours - between 5:00-9:00 PM; hours mutually agreed upon between staff and
principal. If no agreement, conferences must begin no earlier than 5:00 PM.
Conferences will be scheduled on two evenings.
4 hours compensated via early dismissal before Thanksgiving and Winter
Break.
4 hours not compensated.
- C. Parent conferences shall be scheduled by the Board after consultation with the
Association as to the dates.
- D. Teachers who do not report to their school for evening conferences and who have not
made alternative arrangements acceptable to the Building Administrator, or who have not

been otherwise excused by the Building Administrator, shall be charged in one-half (½) day to the appropriate category in every two (2) hours of “after hours” conferences of this provision. It is understood, however, that such alternative arrangements shall be made only in extenuating circumstances.

ARTICLE XX - DURATION OF AGREEMENT

This contract represents the exclusive agreement made by and between the East Windsor Regional Board of Education and the East Windsor Education Association. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This agreement shall be and become effective on July 1, 2003 and shall terminate on June 30, 2006.

ARTICLE XXI - SALARIES SCHEDULE "A"

A. Whenever an individual accepts office, position or employment as a teacher in this district, his/her initial place on the salary schedule shall be determined by the amount of credit for prior teaching and military experience. If the individual’s most recent teaching experience is more than 10 years old, the Board need not give credit for that experience.

B. Any person returning from a leave of absence whose salary would have been reduced as a result of guide restructuring will be frozen at the pre-leave level until the proper step placement is not a salary reduction.

C. Longevity

Teachers who have completed twenty (20) years of employment in the district shall receive an additional three hundred and fifty dollars (\$ 350) in their salary beginning with the following school year.

Teachers who have completed twenty five (25) years of service in the district shall receive an additional six hundred dollars (\$600) in their salary beginning with the following school year. Teachers with twenty five (25) years shall not receive the above \$350.

Teachers who have completed thirty (30) years of service in the district shall receive an additional three hundred and fifty dollars (\$350) in their salary beginning with the following school year.

Individuals who begin their employment after September 15 of a school year will not have that year credited toward longevity. Employment as a substitute teacher with no employment contract will not be credited toward longevity.

D . Salary Adjustments

compensatory time in lieu of compensation.

F. Personnel - Summer

Guidance personnel working during summer months will be compensated at their per diem rate.

G. Content Specialist

The salaries for content specialist shall be calculated by establishing the content specialist's position on Schedule "A" plus an additional stipend for the added responsibilities of the position at the rate of four thousand two hundred fifty dollars (\$4,250.00).

H. Program Coordinators

The salaries for Program Coordinators shall be calculated by establishing the Program Coordinator's Position on Schedule "A" plus an additional stipend for the added responsibilities of the position at a rate of four thousand two hundred fifty dollars (\$4250.00).

I. Computer Coordinators

Computer Coordinators shall receive a stipend of \$3000. Each Computer Coordinator shall also receive \$200/day for 2 days of summer work.

J. Professional Opportunities

Professional opportunities may be provided by the Board of Education in areas of program development, curriculum writing, summer school instruction and other areas related to improving and extending instruction in the district. Teachers accepting such opportunities shall be paid on an hourly basis as follows:

1. Summer School and In-Service Instructors (for after-hour courses):
\$27/hr.
2. In-service:
\$24.00
3. Alternative H.S. Teachers:
\$33/hr.

K. Direct Deposit

Teachers may individually elect to have their entire paycheck deposited directly to an account in such banks or credit union which provide for electronic deposit, subject to the following conditions:

1. The Board is held harmless against any and all claims, demands, suits, or other forms of liability related to the electronic transfer of paychecks;
 2. Teachers shall be entitled to enroll annually.
- L. There shall be no early issuance of checks except in special hardship cases as determined by the Chief School Administrator on a case-by-case basis. Hardship exceptions cannot be granted for teachers electing direct deposit of their pay.
- M. A school nurse shall receive twenty-five dollars (\$25.00) per day for any day that he/she is required to travel to another school to provide nursing services when the school nurse assigned to that building is absent and no substitute nurse is available.
- N. Upon execution of this Agreement, teachers covering classes when no substitute is available shall be paid per class period of coverage at the rate of twenty-five (\$25) dollars whether it replaces a prep or a duty assignment.
- O. HIGH SCHOOL ATHLETIC EVENTS: thirty-two dollars (\$32.00) per event

FOOTBALL:

Security
Ticket Sellers
Ticket Takers
Announcer
Nurse

BASKETBALL/WRESTLING:

Security
Ticket Sellers
Ticket Takers
Announcer
Timer

ICE HOCKEY:

Security

SOCCER:

Timer

SWIMMING:

Timer

- P. FOREIGN EXCHANGE PROGRAM ADVISOR- \$500

- Q Upon execution of this Agreement, designated Chaperones for events approved by the HS principal shall be paid \$27 per event, provided they are not otherwise compensated for that time.
- R Supervising Saturday Detention- \$24/hour: 9:00-11:30 AM twice a month.
- S MIDDLE SCHOOL EVENTS
- Chaperoning dances - twenty-seven dollars (\$27.00) per event if arranged in advance with building principal.
- After-school Sports Supervisor - staff members who provide supervision of spectators, who view 6-8 after-school athletic events from 3:15 p.m. to 5:15 p.m., will receive \$25.00 per event.
- Security at athletic events - twenty-five dollars (\$25.00) per event.
- Timer: Basketball- \$32/event (Inc. JV and Varsity)
- Supervising Evening Student Performances - twenty-five dollars (\$25.00) per event.
- Supervising Saturday Detention- \$24/hour: 9:00-11:30 AM twice a month.
- T. Speech Language Specialists: volunteers who provide additional services beyond the regular school day (excluding summer school) will be compensated at an hourly rate equal to the lowest rate that the District would have to pay if it contracted with an outside individual or agency for that service.
- U. After School Tutoring: \$19/tutoring day for a second after school tutor. The second tutor will be added when the number of students on a given day exceeds 15.
- V. STANDING COMMITTEES: - Teachers assigned to either the Staff Development Council, the Curriculum Revision Council, the Affirmative Action Council, the Asbestos Committee, School Community Relations Committee or the Assessment Committee shall receive a compensatory day or substitute teacher's pay for every six hours of committee work.
- W. ODYSSEY OF THE MIND JUDGES - \$50 per judge per event
- X. Whenever the Association or a teacher believes that there is sufficient interest and merit to warrant the formation of a board-approved club, the teacher or association shall submit a written proposal, in the form of a standard application developed by the Board and the EWEA and supporting information, to the building administrator. The proposal will be reviewed by the building administration and the Chief School Administrator. If the administration determines that sufficient information has been presented to warrant consideration by the Board of Education, the proposal shall be presented to the Board for action. If the Board of Education approves the formation of a new club the extra pay stipend for its advisor(s) shall be determined through negotiations with the EWEA.

Y. EXTRA CURRICULAR SALARIES: ATHLETIC AND NON-ATHLETIC

A teacher who is designated by the Administration to perform duties related to non-curricular activities shall be paid a stipend in accordance with the following:

1. Experience in the position of assistant coach, director, advisor, etc., shall be included in the calculation when an individual is promoted to the position of head coach, director, advisor, etc., in the same sport or category.
2. Teachers who assume extracurricular positions for which they have previously volunteered shall be given credit for those years they performed the volunteer service.
3. Any coach holding a current position that is not being rehired for the position will be notified in writing with a statement of reasons provided.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto set their hands and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be affixed hereto on the date(s) indicated below.

Signed, sealed and delivered
in the presence of

EAST WINDSOR EDUCATION ASSOCIATION

By: _____ (L.S.)
President

Date: _____

By: _____ (L.S.)
Secretary

ATTEST:

By: _____ (L.S.)
Secretary

BOARD OF EDUCATION OF EAST
WINDSOR REGIONAL SCHOOL DISTRICT

Date: _____

By: _____ (L.S.)
President

TABLE OF CONTENTS

	PAGE
ARTICLE I - RECOGNITION	1
ARTICLE II - FUTURE NEGOTIATIONS	2
ARTICLE III - GRIEVANCE PROCEDURE	2
ARTICLE IV - RIGHTS OF THE PARTIES	5
ARTICLE V - WORK YEAR	7
ARTICLE VI - TEACHING CONDITIONS	9
ARTICLE VII - NON-TEACHING DUTIES	12
ARTICLE VIII - EMPLOYMENT PRACTICES	12
ARTICLE IX - TEACHER ASSIGNMENT AND TRANSFER	13
ARTICLE X - TEACHER EVALUATION	14
ARTICLE XI - COMPLAINT PROCEDURE	15
ARTICLE XII - LEAVES OF ABSENCE	15
ARTICLE XIII - INSURANCE PROTECTION	21
ARTICLE XIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	23
ARTICLE XV - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	24
ARTICLE XVI - DEDUCTION FROM SALARY	24
ARTICLE XVII - STUDENT TEACHERS	26
ARTICLE XVIII - PAYMENT FOR ACCUMULATED UNUSED SICK LEAVE	26
ARTICLE XIX - PARENT CONFERENCES	27
ARTICLE XX - DURATION	28
ARTICLE XXI - SALARIES	28

AGREEMENT
BY AND BETWEEN THE
EAST WINDSOR REGIONAL BOARD OF EDUCATION
AND THE
EAST WINDSOR EDUCATION ASSOCIATION
July 1, 2003 - June 30, 2006