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NEGOTIATIONS AGREEMENT

between the

BOARD OF EDUCATION OF WATCHUNG HILLS REGIONAL HIGH SCHOOL

and the

WATCHUNG HILLS REGIONAL EDUCATION ASSOCIATION

THE COUNTY OF SOMERSET, NEW JERSEY

for the 1973-1974 and 1974-1975 School Years

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PREAMBLE

This Agreement entered into this _____ day of
_____, 19____, by and between the Board of
Education of Watchung Hills Regional High School, ~~Warren~~,
New Jersey, hereinafter called the "Board", and the Watchung
Hills Education Association, hereinafter called the "Association."

DEFINITION OF TERMS

- A. PROMOTIONAL OPPORTUNITY: Any position which offers an opportunity for greater responsibility, trust and/or requires leadership, and for which there is greater compensation and/or title for the person seeking such an appointment.
- B. SUBJECT ASSIGNMENT: Subjects such as World History, Latin, or Algebra.
- C. TEACHING SCHEDULE: The teacher's assignments during the school day detailed by subject, grade level, and periods.
- D. SUBJECT AREA: The department, such as Social Studies, Language, or Mathematics, to which the teacher is assigned.
- E. TEACHERS: All professional employees represented by the Association in the negotiating unit unless otherwise indicated.

ARTICLE I

RECOGNITION

2. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certified personnel under contract by the Board including:

Classroom Teachers excluding substitute teachers and other per diem teachers.

Guidance Counselors

Librarians

Special Services

Department Heads

All Faculty Members on Extra-service Contracts except Summer Staff and Adult School Director

School Nurse(s)

3. The Watchung Hills Education Association shall certify to the Board of Education that it represents the majority of the certified personnel in the Unit no later than October 1 of the year preceding the expiration of this contract.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1960, to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires.
- B. It is agreed that on or before October 1st the Association shall present its proposals to the Board.
- C. Detailed discussions of the Teacher-Board Negotiating Committee shall be scheduled throughout October and November with the objective of presenting a tentative agreement to the Board and Association by December 1st.

ARTICLE III

PRINCIPLES

A. ATTAINING OF OBJECTIVES

Attaining of objectives of the educational program of the district is aided by mutual understanding and cooperation between the Board and the Association. To this end, an open exchange of views is desirable and necessary.

B. PERSONNEL

1. It is recognized that employees in the unit have the right to join the Association. Membership in, or financial contribution to, the Association is not required as a condition of employment.
2. It is further agreed that neither the Association nor the Board will discriminate against any person covered by this Agreement on the basis of race, creed, color, sex, national origin, marital status or political affiliation.

ARTICLE IV

RIGHTS - PRIVILEGES AND OBLIGATIONS

A. BOARD RIGHTS

In accordance with applicable laws and regulations and subject to the limitations imposed by this agreement, the Association recognizes that the Board and Administration have the responsibility and authority to arrange and direct in behalf of the public, all the operations and activities of the Watchung Hills Regional High School District.

B. TEACHER RIGHTS

1. Whenever any teacher is required to appear before the Superintendent or the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or a person of his own choosing present to advise him and represent him.
2. No teacher shall be prevented from wearing reasonable identification of membership in the Association.
3. All student guidance records are to be easily accessible for teachers for educational purposes.
4. A master schedule shall be given to all teachers as early in the school year as it can reasonably be made available, but not later than September 30.
5. Nothing contained herein shall be constructed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to furnish to the Association in response to all reasonable requests such public records as are in the Board's possession, at a charge not to exceed the Board cost.
2. Association Privileges:
 - a. Upon arrival at the school and checking in at the office, representatives of the Association, New Jersey Education Association, National Education Association, and County Education Association, shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal operations.

Article IV Rights, Privileges and Obligations (continued)

- b. The Association and its representatives may use the school buildings for meetings. The principal of the buildings in question shall be notified via the conflict book in advance of the time and place of all such meetings.

Arrangements for meetings at extraordinary times will have prior approval of the principal and the Association agrees to reimburse the Board for any extra custodial requirements.

- c. A bulletin board will be provided in the Faculty Room for the exclusive use of the Association. The President of the Association will be responsible for material posted.
- d. The Association shall be permitted the use of internal school mail facilities and the public address system after school hours for routine announcements.
- e. The Association president may address the new faculty members on orientation day at a time agreed to in advance with the principal.
- f. The Association shall have the right to use school equipment in the building when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and agrees to pay for any loss or damage to the equipment as a result of its usage.
- g. Whenever any representatives of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- h. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.
- i. The president of the W H R E A shall maintain a normal teaching load and homeroom; no extra duties or special assignments will be added.

ARTICLE V

GRIEVANCE PROCEDURES

A. DEFINITION

1. A grievance is a claim based on an event or condition which adversely affects a teacher or group of teachers and/or is concerned with the interpretation, meaning, or application of any of the provisions of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. 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

1. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration, and having the problem adjusted without intervention of the Association.
3. A teacher or a group of teachers who in person, by letter, or by petition appeal directly to the Board of Education for redress of an alleged wrong or violation of the contract agreement, thereby bypassing the grievance procedure outlined in this Article, forfeit the right to use this grievance procedure on the same problem or complaint at a later date.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expediate the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Article V Procedures (continued)

3. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Actual Grievance Redress Procedure
 - a. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, with the objective of resolving the matter informally. Action by the aggrieved person must be initiated within thirty (30) calendar days of the time when he became aware of the grievance.
 - b. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file his grievance in writing to the principal on the forms provided. The principal shall communicate his decision, with reasons, to the employee within five (5) school days of receipt of the written grievance.
 - c. Level Three

The employee no later than five (5) school days after receipt of the principal's decision may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing on the form provided, stating reasons for the appeal. The superintendent shall communicate his decision in writing with reasons to the employee and the principal within ten (10) school days of the receipt of the appeal.
 - d. Level Four

If the grievance is not resolved to the employee's satisfaction, he, no later than fifteen (15) school days after receipt of the superintendent's written decision, may request a review by the Board of Education. The request shall be submitted in writing on the form provided through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education within ten (10) school days of the receipt of the request for review. The Board or a committee thereof shall review the grievance and shall, at the option of the Board or the request of the grievant, hold a hearing with the employee and render a decision in writing, with reasons, within thirty-one (31) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the employee, whichever comes later.

Article V Procedures (continued)

e. Level Five

- (1) A grievance to proceed to Level Five must be concerned with the interpretation or meaning or application of any of the provisions of this agreement.
- (2) In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or in the event that the Board does not render a decision within thirty-one (31) school days after the submission of the grievance to the Board, he may, within five (5) school days after either of the above, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration by so notifying the superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.
- (3) The Board and the Association shall then attempt to agree on an arbitrator. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request of advisory arbitration is received by the superintendent, then the parties shall jointly request the American Arbitration to select an arbitrator pursuant to its rules and procedures, except that the selection of the arbitrator shall be done by requesting a list of nine (9) names from the American Arbitration Association. Each party in turn shall cross off a name until only one (1) is left.
- (4) The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. He shall be restricted to considering only the question or questions submitted to him. The arbitrator shall issue his recommendations within thirty (30) calendar days after he has concluded the hearings.
- (5) The arbitrator's recommendations shall be in writing and shall set forth his findings of fact, reasoning, and recommendations only on the issue submitted.
- (6) Only the costs for the services of the arbitrator shall be borne equally by the Board and the Association.
- (7) Each party shall bear the total costs incurred by themselves.

Article V Procedures (continued)

D. REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself and/or at his option by a representative selected or approved by the Association. However, the aggrieved person has the right to only one (1) representative at Level One.
2. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.
3. Any grievance submitted by a group shall be presented by no more than three (3) representatives for the group.

E. MISCELLANEOUS

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personal file of any of the participants.
2. 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. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.
3. All teachers including the grievant must continue to follow administrative directives or Board policy regardless of the pendency of a grievance against that directive until such time as a grievance is properly determined.
4. No reprisals of any kind shall be taken by the Board or any member of the administration against an individual or individuals participating in the specified grievance procedure by reason of such participation.
5. After the grievance procedure has been exhausted the grievance may not be resubmitted provided the grievance procedure has been adhered to.
6. Voluntary termination of a teaching contract by a grievant terminates any unresolved grievance after the effective termination date.

ARTICLE VI

SCHOOL CALENDAR

- A. The School Calendar for the 1974-75 school year, and when developed for the 1975-76 school year, shall be as set forth in Schedule D.
- B. Prior to March 1, 1974 and March 1, 1975 the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar shall rest with the Board after consultation with the Association, as well as amendment thereof for good reason, subject also to the right of the Association to seek clarification and make recommendations.
- C. The school year shall be 10 calendar months, extending from approximately September 1st to June 30th. In no case will this exceed 187 days of which 184 are student days.
- D. The first day of school, the last day of school and the day of "Back to School Night" shall be half days.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by entering their initials on arrival in the appropriate column of the Faculty sign-in roster. The same procedure shall be followed in signing out after they have fulfilled those professional responsibilities which require their remaining at their schools.
- B. All teachers shall have a duty-free lunch period of at least twenty-five (25) minutes, but thirty (30) minutes wherever possible, excluding passing time.
- C. Teachers who wish to leave the building during their unassigned period shall notify the principal or in his absence his secretary, and sign out on leaving and on return. This privilege is subject to revocation by the principal for any abuse of an individual after an initial written warning of a violation has been given to the individual teacher involved.
- D. The present length of the school day and the length of periods shall remain in effect unless there is a change in the Board's contractual schedule. If such a change is required the subject shall be discussed with the Association, and failing agreement shall be referred forthwith to the final step of the grievance procedure, Article V, Paragraph C. 4. e. (3), for expedited handling, with a recommendation to be made within 10 days of the hearing thereon.
- E. Teachers are expected to attend one faculty meeting and no more than one (1) department meeting per month over and above orientation meetings or special in-service training meetings.
- F. The preliminary agenda for any faculty meeting shall be posted on the Association bulletin board one (1) day prior to the meeting except in an emergency. Teachers may suggest additional items. Meetings shall be no more than ninety (90) minutes.
- G. Teachers will be expected to give the necessary professional time as individuals or members of committees to meet the requirements for periodic evaluation by the State Department and the Middle States Association of Secondary Schools and Colleges.
- H. An Association representative may make a routine announcement or hold a meeting at the end of the agenda at any faculty meeting.
- I. Teachers may be required to assume a reasonable amount of extra-curricular activities as part of their normal teaching day. Assignment of teachers to such duties shall be distributed impartially and equitably among all teachers. Such assignments shall be reasonable in relation to the number and hours of duty. All activities shall be related to the school program.
- J. The rate of pay for personnel holding extra-service contracts shall be in accordance with Schedule B.
- K. Teachers shall have five (5) preparation periods per week.

ARTICLE VIII

EDUCATIONAL COUNCIL

- A. A joint educational council shall be established by September 30, 1969 and shall continue for the duration of the Agreement. It shall consist of three (3) members of the Board, one (1) of whom shall be the Superintendent or his designee and three (3) teachers appointed by the Association. The council shall meet at least six (6) times, the first Wednesday of each month from October through May, except during December and January, or as the council may determine.
- B. There shall be a rotating chairman who will be responsible for preparing the agenda. All members of the council shall submit items they wish to discuss at least one (1) week in advance of the meeting.
- C. This council shall develop recommendations for consideration by the Administration and the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers-students-and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extracurricular programs, inservice programs, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings, teacher responsibilities and other matters regarding the effective operation of the Watchung Hills Regional High School District.
- D. The primary function of the educational council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in Paragraph C. The council in preparing its recommendations for Board consideration shall provide written majority reports and minority reports, if any, pertaining to its recommendations.
- E. In arriving at its conclusions the council shall make use of available sources including but not limited to administration, cabinet, students, parents, etc. Council reports shall be transmitted to the superintendent for transmittal to the Board and the Association.
- F. The non-acceptance of a recommendation is not subject to Grievance.
- G. The council shall be empowered by majority vote to form sub-committees to study and render reports to the council concerning the topics suggested in Paragraph C.
- H. Meetings shall generally be held during evening hours, usually beginning at 7:30 p.m. The council, by majority vote, may invite the public to attend these conference sessions.

ARTICLE IX

NON-TEACHING DUTIES

- A. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or supervisor.
- B. The Board and the Association believe there is merit in the development of a program for the use of school and teacher aides.
- C. Teachers shall not be required to chaperone events not associated with extra-service contracts.
- D. Continued effort will be made by the administration to reduce teacher supervision and teacher assignments outside the classroom. Cafeteria supervision at the lunch hour will not be assigned to teachers. Staff members can support an orderly lunch period by their occasional presence.

ARTICLE X

TEACHER EMPLOYMENT

- A. The Board will attempt to hire teachers with standard New Jersey certification for every regular teaching assignment.
- B.
 - 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1973-75 school years in accordance with paragraph 2 below.
 - 2. Full credit shall be given upon initial employment for:
 - a. All military experience up to four years
 - b. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps
 - c. Actual time spent in teaching on the Fulbright Scholarship
 - d. Pertinent civilian service
 - e. Previous outside teaching experience in a duly accredited school.
- C. Teachers with previous teaching experience in the Watchung Hills Regional High School District shall upon returning to the system receive full credit on the salary schedule as set forth in B. 2. above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that which they completed.
- D. Unused sick leave days previously accumulated at Watchung Hills Regional High School will be restored to all returning teachers.
- E. Teachers shall be notified of their contract status, salary status and pay schedules for the ensuing year by April 15.

ARTICLE XI

SALARIES AND FRINGE BENEFITS

- A. The salaries of all teachers covered by this agreement are set forth in Schedules A, B, and C which are attached hereto and made a part hereof.
1. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day or according to a savings bank plan as requested by the teacher.
 2. Teachers employed on a ten (10) month basis are to be paid in twenty (20) installments.
 3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
- B. 1. Teachers achieving a higher salary level on the guide shall be compensated on that level from the date of completion of academic work provided that official certification in the form of achievement report, transcript or notarized statement is provided. In any case an official transcript will be submitted as soon as possible.
2. All teachers under this contract for 1973-74 will receive immediate full adjustment to the guides in the schedules attached hereto.
- C. Teachers shall receive fifty percent (50%) tuition payments for graduate study for all successfully (final grade of B or better and passing grade if no credit is given) completed and approved graduate courses up to eighteen (18) credits annually. Reimbursement shall be made twice a year (spring and fall). Fifty percent (50%) of courses must be in a subject related field.
- D. INSURANCE COVERAGE
1. The Board will provide Comprehensive Blue Cross and Blue Shield with Riders J and M and full Major Medical coverage under the plan provided by the State of New Jersey--Public School Employees' Health Benefit program for all teachers and further the Board will pay the total premium cost for each teacher and their dependents for the Major Medical insurance coverage. The Board will provide coverage for the teachers and 100% of the cost of Blue Cross, Blue Shield and Riders J and M for dependents.
 2. The Board shall provide for each teacher upon enrollment a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage.
- E. Compensation for the use of private automobiles for authorized Board activities shall be 10¢ a mile.
- F. Teachers who are employed after the normal in-school work day to give home instruction and/or supplemental instruction to qualifying students shall be paid at the rate of \$6.50 per hour when authorized by the Board.
- G. Per Diem Pay: There shall be provided in 1973-74:
For required services before and after the school year as in the case of the Guidance Department, salary payment shall be provided on a monthly basis.

ARTICLE XII

TEACHER ASSIGNMENT

- A. Each teacher shall be notified of his subject assignment for the forthcoming year prior to the last day of school. If a change in assignment is required the affected teacher will be involved in the discussion prior to the change. The Association will also be informed. In addition the Association will be given, no later than May 15, a copy of the preliminary subject assignment used in the initial computer run provided that the department heads will have submitted their subject recommendations no later than May 1st. A final teaching schedule will be provided to each teacher as soon as available and in no case later than the opening day of school.
- B. New teachers will be assigned to the subject area / or grade level for which they were hired. If a change in assignment is required the affected teacher will be involved in the discussion prior to the change. The Association will also be informed.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except in cases of emergency.

ARTICLE XIII

TRANSFERS AND PROMOTION OF PERSONNEL

- A. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association for posting upon receipt when school is in session.

Teachers interested in applying for any of these vacancies may indicate their interest in writing to the superintendent within ten (10) days of submission of the notice to the Association. Such positions shall not be filled during this ten (10) day period.

Teachers who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them. A copy of this notice shall be mailed to the Association. Upon receipt of this notice of vacancies or promotional opportunities, the teacher should phone immediately about his interest in this position and then apply formally by return mail.

In filling a promotional position due consideration will be given to those applicants presently employed.

Notice of the selection of the successful candidates will be sent directly to all applicants and the Association.

- B. Summer School - teachers interested in summer school positions may apply in writing to the summer school director before April 1.
- C. Teachers may request a transfer within the school district or a change in instructional and/or grade level assignments within the scope of their certificates by notifying their department head and school principal in writing prior to February 15 for the following school year.
- D. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the teacher affected if the teacher can be reached. Notices of such transfers will be given to the teacher involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.

ARTICLE XIV

TEACHER EVALUATION

- A. All monitoring or observation of the work performance shall be conducted openly and with full knowledge of the teacher.
- B. Teachers shall be evaluated by the administration and/or the department heads.
- C. A teacher shall be given a copy of any written evaluation report prepared by his evaluators at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation. A teacher shall have the right to express his reactions in writing on the evaluation form signed by him.
- D. A teacher may request in writing a review of his personnel file at the end of a one-year period. A tenure teacher may remove derogatory or obsolete material retained beyond three (3) years. A teacher may supplement his folder with pertinent material.
- E. A teacher will be notified of any complaints which are used in any manner in evaluating a teacher. Any complaint will be promptly investigated to determine if it is serious enough to be used for evaluation purposes.
- F. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personal file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.
- G. No teacher shall be evaluated through the use of mechanical devices without prior written consent of the teacher.

ARTICLE XV

DEPARTMENT HEADS

- A. Compensation for department heads is detailed in Schedule C.
- B. The principal or his delegated representative shall evaluate the performance of each department head annually by May 1st in both their administrative and supervisory functions and prior to the renewal of their extra service contracts as department head for the succeeding year.
- C. Prior to this date, the principal will provide a written evaluation for each department head in advance of a conference at which he will review his evaluation of the department head's performance with him.
- D. No recommendations will be forwarded to the Superintendent and Board of Education until this has been accomplished and the department head has indicated receipt of the evaluation by his signature on the face of the evaluation and appended his own statement if he wishes to do so.
- E. EVALUATIVE CRITERIA

A committee on which the department heads, the Association, the administration and the chairman of the Board personnel committee are representative shall establish the criteria against which the performance of the department head in his administrative and supervisory function will be measured.

ARTICLE XVI

TEACHER-BOARD NEGOTIATIONS COMMITTEE

The Teacher-Board Negotiating Committee shall meet when necessary during the school year to review the administration of this agreement. In addition, it shall meet as often as needed to fulfill the duties as outlined in Article II, paragraph C.

ARTICLE XVII

SICK LEAVE

- A. Cumulative sick leave - as defined in the New Jersey Statutes annotated 18A:30-1.
 - 1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten (10) month employees. Twelve (12) days for twelve (12) month employees.
 - 2. Unused days of sick leave shall be accumulative without limit, beginning from the date of the teacher's continuous employment by the Board. 18A:30-3, 3.1
- B. Absences on sick leave for periods of time not covered by the provisions of sub sections "1" and "2" shall be allowed subject to the deduction of the salary paid to the substitute teacher filling the position, for an aggregate period of one month's time for each year of service by the teacher on sick leave, but not to exceed ten months' time in the current ten-year period.
- C. In all absences under this section exceeding five (5) consecutive school days, the teacher must file a physician's certificate with the principal of the school. 18:30-4
- D. A teacher shall notify an individual designated by the administration of unavailability for work as soon as possible, but in no case later than 7 A.M. on the day of the anticipated absence, except in the case of an emergency.
- E. By October 1st of each year all teachers shall be given a written accounting of accumulated sick-leave days as of June 30 of that calendar year.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE
PERSONAL LEAVES

A. ILLNESS IN THE FAMILY

Where personal presence is advisable because of critical illness in the teacher's immediate family, absences may be allowed with pay for five (5) school days in each school year. Additional time with pay may be granted in special emergencies at the discretion of the superintendent.

B. DEATH

Absences due to death in the teacher's immediate family may be allowed with pay for a period not exceeding five (5) school days in each case.

C. QUARANTINE

Absences due to quarantine on account of a contagious disease when such quarantine is not due to personal illness shall be allowed with pay, provided that a certificate from the health office of the community or a physician is filed with the principal.

D. PERSONAL REASONS

1. Absences for personal reasons may be granted with pay for good cause when approved in advance by the principal. Application to the teacher's principal or his designated representative must be made at least one (1) day before said leave (and at least one (1) week before if such leave is for observance of religious holidays). Weddings and honeymoons should be planned to coincide with vacations.
2. In addition one (1) day of absence for personal business will be granted with the limits specified below:
 - a. No such day will be granted on a school day immediately preceding or following a vacation or holiday.
 - b. No more than 2% of the teachers shall be permitted such leave on any given day. Priority will be established in the order of requests received.
3. If the accumulated absences of a teacher, including absence for illness, exceed fifteen (15) days in any one year, all absences for personal reasons are temporarily suspended until the principal can review the case in terms of the instructional program for the students in the teacher's classes.

Article XVIII Leaves (continued)

E. PROFESSIONAL REASONS

Up to two (2) days may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This request must be made in writing to the principal--stating reasons for attendance, benefits to be gained, and including a letter of invitation from the school to be visited. If permission is granted by the principal, the attending teacher must present a report of the visitation upon his return. If the principal feels that the benefits gained from a visitation will be of interest to the entire faculty, he may require a written report.

F. COURT ORDER

Absences from school by reason of subpoena by any court with jurisdiction shall be allowed with pay.

G. MILITARY

Absences for examination for Military Service shall be allowed with pay.

Leave of absence with pay for organized militia duty or reserve training shall be given according to State law.

H. Other leaves of absence with pay may be granted by the Board.

I. Leave taken pursuant to this Article shall be in addition to any sick leave except as indicated in D-3 in this Article.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure may be granted a leave of absence without pay for one (1) year to teach in an accredited college or university.
- C. No more than 3% of the faculty shall be granted leaves for A and B above at any one time.
- D. Military leave without pay shall be granted to any teacher who is inducted or enlists in the armed forces of the United States in accordance with the New Jersey statutes.
- E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board. No increment, experience or credit will be granted, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- F.
 - 1. A tenure teacher may request a maternity leave without pay and the said leave shall be granted. The effective date and the duration of the leave shall be mutually agreed upon by the superintendent and the teacher. Early notification of the superintendent is desirable for replacement purposes.
 - 2. Any female tenure teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The superintendent must be notified as soon as adoption is applied for and kept up to date on status.
 - 3. Requests for the above leaves for non-tenure teachers will be handled on an individual basis.
 - 4. Only accumulated sick leave as prescribed by law will apply.
- G. The Board shall grant a leave of absence to any teacher to serve in public office in accordance with the law, Title 18A:6-8.1,8.2. No increment experience or credit will be granted for this leave nor shall such time count toward fulfillment of the time requirements for tenure purposes.
- H. All requests, extensions or renewals of extended leaves shall be applied for in writing. The superintendent shall give written notification of the Board's decision to the teacher requesting the extension of the leave.

ARTICLE XX

SABBATICAL LEAVE

The following regulations govern the granting of a sabbatical year for the teachers:

- A. Any teacher who has served in the district for a period of not less than seven (7) years may on recommendation of the superintendent be granted a leave of absence for a period of time up to one year for the purpose of professional improvement through study or travel.
- B. The teacher's request for a sabbatical should outline in detail the proposed professional improvement plan for Board review. The initial request for a sabbatical shall be made prior to November 1st of the school year previous to the year for which the leave of absence is desired. Final details shall be submitted by December 1st and shall be approved or rejected by January 15th. The number of teachers that shall be permitted to take sabbatical leave in any one year shall not exceed 4% of the total teaching staff unless the Board finds that unusual conditions make additional leaves desirable. Purpose, date of application, and service will be factors in determining the number of grants within the budgetary limits for that year.
- C. During this sabbatical period such teacher agrees not to engage in any employment for remuneration without the approval of the superintendent. In the event that a scholarship stipend is part of the sabbatical arrangements, the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular annual salary of the teacher.
- D. During this leave of absence (sabbatical) the teacher shall continue in the employ of the Board and shall receive an annual compensation equal to three-fourths of his annual salary for that year (except as provided in C above). From this compensation shall be made the regular deductions for the Teachers Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the teacher.
- E. As a condition for the granting of this sabbatical 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. Upon failure to continue the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical to that of the unfulfilled portion of the sabbatical contract.
- F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

ARTICLE XXI

SUBSTITUTES

- A. Since it is mutually agreed that the absence of a teacher may have an effect on the quality of instruction, it is agreed that:
1. The Association will make every effort to minimize the number of substitutes required.
 2. Teachers shall make every effort to have lesson plans and seating charts available for substitutes except in the case of an emergency.
 3. The Board agrees to make every effort to fill the temporary vacancies with the most qualified personnel.
- B. No teacher shall be asked to substitute during his preparation period if it is possible to hire a substitute. If a teacher is asked to give up his preparation period he will receive one additional accumulative sick leave day for every five periods covered in a given year. Such coverage shall be distributed as equitably as possible among all the teachers.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of tuition and other approved expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the administration to take.
- B. The Board agrees to pay the expenses (including fees, meals, lodging and/or transportation) incurred by teachers who request permission and receive approval for attendance at workshops, seminars, conferences, in-service training sessions or other such sessions. These expenses must be itemized for approval by the principal no later than one (1) week after the return to school.

ARTICLE XXIII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

The protection of the teacher in an event of injury or other action against his person is covered by legislation as listed below. The insurance coverage is maintained in accordance with the statutes.

Title 1GA:6-1. USE OF REASONABLE FORCE BY TEACHERS

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance, threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
3. For the purpose of self-defense; and
4. For the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

Title 1GA:16-6. INDEMNITY OF OFFICERS AND EMPLOYEES AGAINST CIVIL ACTIONS

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment, or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

Title 1GA:16-6.1. INDEMNITY OF OFFICERS AND EMPLOYEES IN CERTAIN CRIMINAL ACTIONS

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Title 1GA:30-2.1. PAYMENT OF SICK LEAVE FOR SERVICE CONNECTED DISABILITY

Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident

Article XXIII Protection (continued)

Title 10A:30-2.1 (continued)

arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 10A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

Title 10A:37-2. CAUSES FOR SUSPENSION OR EXPULSION OF PUPILS

Any pupil who is guilty of continued and willful disobedience, or of open defiance of the authority of any teacher or person having authority over him, or of the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes a Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. In recognition of the fact that orderly channels have been established for the peaceful and just settlement of all disagreements concerning this agreement, the Association therefore agrees not to undertake any work stoppages or slowdowns concerning any dispute.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. Copies of this Agreement shall be reproduced at the expense of the Board, which shall then be presented to all teachers now employed, or hereafter employed by the Board. By mutual agreement copies shall be printed at the expense of the Board (50%) and the Association (50%) within sixty (60) days after the Agreement is signed, which shall then be presented to all teachers now employed and hereafter employed during the term of this contract.
- F. Whenever any agreement violation notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or by registered letter, or by receipted notification, at the following addresses:
 - 1. If by Association, to Board at 103 Stirling Road, Warren, N. J. 07060
 - 2. If by Board, to Association at 103 Stirling Road, Warren, N. J. 07060
- G. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in the article entitled "RECOGNITION" of this Agreement, with any organization other than the Association for the duration of this Agreement, unless the Association fails to comply with Article I.-B.

ARTICLE XXV

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Watchung Hills Regional Education Association, the Somerset County Educational Association, the New Jersey Education or the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

GRIEVANCE REPORT

Grievance # Watchung Hills Regional High School

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal or Immediate Superior
in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP I (Level 2)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

(If additional space is needed
in reporting Sections B1 & 2,
attach an additional sheet.)

Signature, Grievant

Date

C. Disposition by Principal or Immediate Superior _____

Signature of Principal
or Immediate Superior

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II and STEP III are on second sheet.

STEP II (Level 3)

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III (Level 4) Board of Education Review

A. Date Submitted to Board of Education _____

B. Disposition of Board of Education _____

Signature of President
of Board of Education

Date of
Decision

NOTE:

All provisions of ARTICLE V of the Agreement dated _____, 19____, SHALL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

WATCHUNG HILLS REGIONAL HIGH SCHOOL
Warren, New Jersey

This agreement entered into this 10th day of June, 1974, by and between the Board of Education of Watchung Hills Regional High School, hereinafter called the "Board" and the Watchung Hills Education Association, hereinafter called the "Association."

Paragraph C of Article XXVI of the Agreement between the Board and the Association effective July 1, 1973, provides for negotiation in 1973-74 of monetary items pursuant to the requirements of Article II of the Agreement.

The Board and the Association hereby agree that the Agreement shall be amended effective July 1, 1974, as follows:

1. Schedule "A" is revised and replaced with a new Schedule "A" attached.
2. Schedule "B" is revised and replaced with a new Schedule "B" attached.
3. Schedule "C" is revised and replaced with a new Schedule "C" attached.

The Board and the Association hereby agree that no negotiations will be initiated by either party regarding the language of the contract for the 1973-74, 1974-75 and 1975-76 school years. Monetary items will continue to be negotiated pursuant to the requirements of Article II of the agreement.

The agreement between the Board and the Association effective July 1, 1973, to June 30, 1975, shall remain unchanged in respect to all other items.

Signed and accepted this 10th day of June, 1974,

(signed) Joseph J. Gattuso
Board

(signed) Thomas G. Myers
Association

SCHEDULE A

WATCHUNG HILLS REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

TEACHERS' SALARY GUIDE
1973 - 1974**

<u>Step</u>	<u>Non-Degree</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
0	7700	8700	9000	9540	10140	10490	10790
1	8100	9100	9400	9940	10540	10890	11190
2	8425	9425	9725	10265	10865	11215	11515
3	8750	9750	10050	10615	11215	11565	11865
4	9075	10075	10375	10965	11565	11915	12215
5	9425	10425	10725	11315	11915	12265	12565
6	9915	10915	11215	11690	12290	12640	12940
7	10265	11265	11565	12065	12665	13015	13315
8	10615	11615	11915	12465	13065	13415	13715
9	10965	11965	12265	12865	13465	13815	14115
10	11315	12315	12615	13265	13865	14215	14515
11	11665	12665	12965	13665	14265	14615	14915
12	12040	13040	13340	14065	14665	15015	15315
13	12440	13440	13740	14465	15065	15415	15715
14	13340	14340	14640	15720	16320	16670	16970

Increments - Recommended annually on the basis of satisfactory performance.

Tuition Payments for Graduate Study - 50% for all successfully completed and approved graduate courses up to 10 credits annually.

Senior Service Increment - \$350 at the 17th and 20th steps for teachers with 10 years' experience at Watchung Hills Regional High School.

Family Plan for Medical Insurance - 100%

**Vertical raises within the 0-14 steps will be limited to \$1250. All people with a limited raise this year shall be replaced on the guide for 1974-75. They shall also be credited with the proper number of steps toward the senior service increment.

SCHEDULE B

4143

WATCHUNG HILLS REGIONAL HIGH SCHOOL
EXTRA-SERVICE COMPENSATION
1974 - 1975

1. The compensation unit shall be 1% of the \$9,000 base salary or \$90.
2. Initial placement within this range may include consideration of previous related experience in Watchung Hills Regional High School and other schools, and the competitive costs of special talent and skills at the time of appointment.
3. Annual increments will be based on the compensation unit within the range.
4. Creditable performance will receive one unit annually within the stated range.
5. Meritorious performance will receive part or a whole unit above the annual increment and within the stated range.

	<u>Minimum</u>	<u>Maximum</u>
Director of Athletics	13	22
Football (Head)	12	21
Football (Ass'ts)	7	13
Field Hockey (Girls)	4	7
Track (Head)	8	13
Track (Ass'ts)	6	10
Soccer (Head)	8	12
Soccer (Ass'ts)	4	7
Basketball (Head)	11	18
Basketball (Ass'ts)	7	11
Basketball (Girls)	7	11
Wrestling (Head)	11	18
Wrestling (Ass'ts)	5	9
Baseball (Head)	8	15
Baseball (Ass'ts)	6	10

Schedule B
Extra-Service Compensation - page 2

4143

	<u>Minimum</u>	<u>Maximum</u>
Cross Country (Head)	6	11
Tennis (Head)	6	10
Golf (Head)	5	8
Softball (Girls)	6	10
Swimming (Head)	6	10
Swimming (Ass't)	4	7
Equipment Manager and/or Trainer	8	10
Director of Intramurals (GAA)	3	7
Boys' Intramurals (per season)	2	3
Girls' Intramurals (per season)	2	3
Cheerleaders	5	8
Color Guard	2	3
Twirlers	3	5
Drill Team	2	3
Band Director	4	10
School Store	3	8
School Treasurer	4	6
Ski Club	2	3
Student Council (Gov't)	4	7
G. L. C. (Class Advisor)	3	4
Dramatics	4	12
Folio	3	5
School Paper (Editor)	7	12
School Paper (Business Manager)	3	5
Yearbook (Editor)	7	12
Yearbook (Business Manager)	3	5
District Public Relations	2	3
Coordinator - Data Processing	14	23
Teacher Services at Athletic Events	\$12.00	\$15.00

SCHEDULE C

DEPARTMENT HEAD COMPENSATION

A. ADMINISTRATIVE COMPENSATION

The nature of administrative duties is similar for all department heads, regardless of department size or pupil load. Compensation for such duties will be .05 of the base salary on the M.A. guide for the 1974-75 school year.

B. SUPERVISORY COMPENSATION

The extent of the supervisory duties of department heads varies in direct proportion to the number of staff members supervised. Additional compensation for such duties will be .01 of the base salary on the M.A. guide for each staff member or fraction thereof assigned to his or her supervision. When the size of the department exceeds ten (10) staff members the compensation will be .005 of the same figure for each additional member.

C. STUDENT BODY COMPENSATION

In the department head schedule of compensation, there shall be applicable to Guidance Director (Director of Student Personnel Services) a fixed M.A. base ratio of non-classroom professional staff supervision of .06 of M.A. base in lieu of the present .01 x 5 and to Library Director a fixed ratio of non-classroom professional staff supervision of .012 of MA base in lieu of the present .01 x 1, the administrative factor as to both to remain unchanged.

6/74

WATCHUNG HILLS REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

SCHOOL CALENDAR
1974 - 1975

					School Days						School Days
M	T	W	Th	F		M	T	W	Th	F	
SEPTEMBER 1974						FEBRUARY 1975					
		4*	5	6		3	4	5	6	7	
9	10	11	<u>12</u>	13		10	11		<u>13</u>	14	
16	17	18	19	20			18	19	<u>20</u>	21	
23	24	25	26	27		24	25	26	<u>27</u>	28	
<u>30</u>					19						18
OCTOBER 1974						MARCH 1975					
	1	2	3	4		3	4	5	6	7	
7	8	9#	10	11		10	11	12#	<u>13</u>	14	
	<u>15</u>	16	17	18		17	18	19	20	21	
21	22	23*	24	25		24	25	<u>26</u>	27		
	29	30	<u>31</u>		21						19
NOVEMBER 1974						APRIL 1975					
				1							
4		6				7	8	9	10	11	
11	12	13	<u>14</u>	15		14	<u>15</u>	16	17	18	
18	19	20	<u>21</u>	22		21	<u>22</u>	23	24	25	
25	26	<u>27</u>			16	28	29	<u>30</u>			18
DECEMBER 1974						MAY 1975					
2	3	4	5	6					1	2	
9	10	11	<u>12</u>	13		5	6	7	8	9	
16	17	18	<u>19</u>	<u>20</u>		12	13	14	<u>15</u>	16	
					15	19	20	21	<u>22</u>	23	
							27	28	<u>29</u>	30	21
JANUARY 1975						JUNE 1975					
			2	3		2	3	4	5	6	
6	7	8	9	10		9	10	11	<u>12</u>	13	
13	14	<u>15</u>	16	17		16	17	18	19	<u>20*</u>	
20	21	<u>22</u>	23	24							
27	28	29	<u>30</u>	31	22						15

* Denotes half day of classes.

Institute Days - half day of classes
October 9 and March 12.

Oct. 14 - Columbus Day

Oct. 23 - Back-to-School Night

Oct. 28 - Veterans' Day

Nov. 5 - Election Day

Nov. 7 & 8 - N.J.E.A. Convention

Nov. 28 & 29 - Thanksgiving Recess

Dec. 23 thru Jan. 1 - Christmas vacation

Feb. 12 - Lincoln's Birthday

Feb. 17 - Washington's Birthday

Mar. 28 thru Apr. 4 - Spring Recess

May 26 - Memorial Day

Total School Days - 184; additional
calendar days needed because of snow
or other emergencies will be scheduled
at the discretion of the Board of Education.

Dates underlined are pay days.

All teachers report on Tues., Sept. 3;

new teachers report on Fri., Aug. 30;

Nov. 25 thru Feb. 21 - Daylight Saving

Time safety provisions will be in effect
between these dates with school starting
and closing one-half hour later.