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FREEHOLD REGIONAL HIGH SCHOOL

DISTRICT

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AGREEMENT

July 1, 1970 - June 30, 1972

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FREEHOLD REGIONAL HIGH SCHOOL

BOARD OF EDUCATION

and

FREEHOLD REGIONAL HIGH SCHOOL

EDUCATION ASSOCIATION

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PREAMBLE

This Agreement is entered into this 27th day of April, 1970 by the Board of Education of the Freehold Regional High School District, Monmouth County, New Jersey, hereinafter called the "Board" and the Freehold Regional High School Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Freehold Regional High School Education Association is recognized as the exclusive representative of the employee categories listed below to negotiate with respect to terms and conditions of employment and collective agreements and any question arising thereunder.

The Freehold Regional High School Education Association is deemed to be representative of:

Classroom Teachers	Secretaries and Clerks
Nurses	Attendance Officers
Guidance Counselors	Directors
Librarians	Coordinators
Social Workers	Supervisors
Psychologists	Department Chairmen
Home Instruction Teachers	Learning Disability Specialists
	Reading Consultants

hereinafter designated collectively as "employees," but excluding the following:

Superintendent	Matrons
School Board Administrator- Secretary	Maintenance and Grounds Personnel
Assistant Superintendent	Transportation Director
Principals	Transportation Supervisor
Assistant Principals	Cafeteria Personnel
Director of Special Services	All other personnel in the employ of the Board of Education of the
Executive Secretaries	Freehold Regional High School
Custodians	District

ARTICLE II
NEGOTIATION PROCEDURE

A. In accordance with the provisions of Chapter 303, Public Laws of 1968, the parties agreed to commence collective negotiations on a successor agreement not later than October 31 of the calendar year preceding the calendar year in which this agreement expires.

B. If the parties are unable to reach an agreement on a successor contract, the request for a mediator shall be made in accordance with the rules and regulations of the Public Employment Relations Commission. If the mediator is not successful in assisting the parties in reaching an agreement, the selection of a fact finder shall be in accordance with the rules and regulations of the Public Employment Relations Commission.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

"Grievance" shall mean a complaint by an employee or group of employees of the Freehold Regional High School District that there has been a personal loss, injury, or inconvenience because of an interpretation application, or violation of policies, agreements, and administrative decisions affecting him or them. Grievances to be presented to impartial arbitration shall be limited to the application or interpretation of this written agreement. The decisions of the Superintendent of Schools in connection with grievances concerning the non-renewal of non-tenure teacher contracts shall be final and shall not be subject to further appeal to the Board of Education or to the impartial arbitrator as provided in this Article. A grievance to be considered under this procedure must be initiated by the employee within thirty calendar days from the time when the employee knew or should have known of its occurrence.

B. Procedures

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that teachers shall, during the notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.
2. Any employee or group and its representative who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

3. If the grievance is not settled satisfactorily in five days, it shall be reduced to writing specifying (a) the nature of the grievance (b) the nature and extent of the injury, loss or inconvenience, (c) the result of previous discussions, (d) his (their) dissatisfaction with the decisions previously rendered. The written grievance shall be discussed by the Association representative in the school and the principal. The principal shall communicate his decision to the teacher in writing within three school days of receipt of the written grievance.
4. (a) The teacher, 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 reciting the matter submitted to the principal as specified above and the dissatisfaction with the decisions previously rendered. The superintendent and the Association President shall attempt to resolve the matter as quickly as possible but within the period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the teacher, association, and the principal. The decision of the superintendent in connection with a non renewal of non-tenure teachers' contracts shall be final.

(b) If the grievance is not resolved to the grievant's or Association's satisfaction, the grievant or the Association, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The grievance shall be considered jointly by the Association Grievance Committee and the Board, or such sub committees as either shall designate. The Board may, at its option, hold a hearing with the employee or employees and the Association and shall answer such grievance in writing within thirty (30) days of receipt.

5. Grievances which involve the application or interpretation of this agreement and which have not been settled to the satisfaction of the initiating party, either the Board of Education or the Association, shall be submitted to binding arbitration. Such grievances shall be submitted to the arbitration within ten (10) days after completion of the Board step. The parties may mutually agree to designate as the arbitrator either Dr. Maurice C. Benewitz or Max Doner, Esq. If parties are not able to mutually agree on an arbitrator or if the mutually agreed upon arbitrator is unable to serve, a joint request shall be made to the American Arbitration Association for a roster of persons available as arbitrators. The arbitrator shall be then named in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall set a hearing at the earliest date possible between the parties and shall have thirty (30) days from the completion of the hearing to render a final and binding award.
6. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations.
7. It is understood that the Association and the Board may settle or compromise any grievance reduced to writing at any step so long as such settlement does not discriminate against the employees involved or deprive them of any rights available to other members of the unit.

C. Rights of the Grievant

1. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination and reprisal in presenting his appeal with respect to his personal grievances.

D. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expense of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV
EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as they may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- B. No employee shall be disciplined, reprimanded, reduced in rank or annual basic contractual salary or deprived of any advantage set forth in the Board policy or by established prior practice without just cause. Any such action exerted by the Board or any agent or representative thereof shall not be made public before final action by the Board and shall be subject to the grievance procedure herein set forth.

- C. Whenever any employee is required to appear before the Superintendent on formal charges concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increment pertaining thereto, he shall be given prior written notice with the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of any employee pending charges shall be with pay prior to a Board formal hearing.

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

- E. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable, on the effective date of this agreement, to the employees covered by this agreement established by the rules, regulations and or policy of the Board in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. The Association recognizes that the basic employer-employee relationship which exists between itself and the Board is not an absolute one but, rather, is a relationship affected by responsibilities and obligations which both parties, in separate and mutual ways, owe to citizens, parents, and students.
- B. Whenever any representative of the Association or any employee 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.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association pledges not to involve students in matters relating to this contract.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. As for all groups requesting the use of building facilities, advance approval is required.
- E. The Association may use no school equipment unless approval of the Principal is first obtained. The Association will bear the full cost of equipment repairs associated with its use of school equipment.
- F. The Association will use no Board of Education supplies or materials without prior approval of the building Principal. The Association will pay the reasonable cost of all such supplies and materials used.
- G. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge.

- H. The Association may use the school mail boxes for distribution of materials, provided such use does not impede normal Board of Education procedures. Copies of material to be distributed by the Association shall be given to building administrative personnel.
- I. 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 representatives of the employees, and to no other organizations.
- J. The Board agrees to furnish to the Association in response to reasonable requests from time to time annual financial reports and audits, agendas and minutes of all public Board meetings at the same time available to the public, and names and addresses of all teachers.
- K. The Board agrees to make available to the Association ten (10) minutes at the new teacher orientation meeting in the Fall.
- L. The Board agrees to assign to the Association President a program of four (4) teaching periods and three (3) free periods (including one for preparation) daily.

ARTICLE VI

MANAGEMENT RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against its employees for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

ARTICLE VII

SCHOOL CALENDAR

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred and eighty-seven (187) days, and the in-school work year of teachers employed on an eleven (11) month basis shall not exceed two hundred and six (206) days, and the in-school work year of teachers employed on a twelve (12) month basis shall not exceed two hundred and twenty-five (225) days. The in-school work year shall include days when pupils are in attendance, orientation days, or any other days on which teacher attendance is required.
- B. The school calendar to be drawn by the Superintendent and approved by the Board for the school year 1970-71 and 1971-72 shall include as holidays Rosh Hashanah and Yom Kippur, when applicable.

ARTICLE VIII

TEACHER SCHEDULE AND DUTIES

- A. (1) Teachers shall indicate their presence for duty by writing their initials in the appropriate column of the faculty "sign in" roster. The same procedure shall be followed when leaving the building at the close of the school day.
- (2) Teachers shall be required to report for duty at least fifteen (15) minutes before the opening of the pupils' school day and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as designated under Section D of this Article. The total in-school work day shall be six hours and thirty minutes, but shall not exceed seven hours without additional compensation at the teacher's pro rata annual salary commencing after the seventh hour, except as is otherwise provided in this Article. The total in-school work day shall not include the two fifteen-minute periods specified in the first section of this paragraph.
- (3) In addition to the above schedule and requirements, teachers and other professional personnel may be required to attend parent consultations scheduled at reasonable hours, one back-to-school night, and after-school help for students.
- B. (1) The maximum daily teaching load shall be five (5) teaching periods. Additionally, a teacher can be assigned one (1) duty period and a homeroom assignment.
- (2) Teachers shall not be required to teach more than two (2) separate academic areas at any one time, nor be required to undertake more than three (3) different preparations, unless enrollment dictates otherwise.
- C. (1) Teachers shall have a daily duty-free lunch period of at least the same length as the students.
- (2) Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

- D. (1) Building-based teachers may be required to remain after the end of the regular work day, for the purpose of attending faculty or other professional meetings two (2) days each month. Building faculty and building departmental meetings shall begin no later than fifteen (15) minutes after the student dismissal time. Any teacher who wishes may be excused sixty (60) minutes after the start of said meeting, if the meeting is still in progress. Other professional personnel employed by the Board of Education may also be required to attend such meetings. All first year professional employees may be required to attend up to six (6) orientation meetings in addition to the two (2) pre-school orientation days as provided in Article VI. In addition to the provisions concerning schedules and professional responsibilities, professional employees of the Board of Education shall also be required to perform those duties as necessary in connection with evaluations of the school district (i.e. Middle States and New Jersey State evaluations) without additional compensation.
- (2) An Association representative may speak to the teachers at a school's monthly faculty meeting for at least ten (10) minutes on the request of the representative to the building Principal. The Association's time shall be granted within seventy (70) minutes of the start of the meeting.
- (3) The notice of and tentative agenda for any meetings shall be given to the teachers involved at least seven (7) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- (4) Teachers may be required to attend no more than three (3) district-wide departmental meetings per year. These meetings shall be without compensation for travel.
- E. (1) Classroom teachers shall, in addition to their lunch period, have one (1) full day preparation period, during which they shall not be assigned to any other duties.
- F. (1) Exceptions to the provisions of Sections A, B, C, D and E above may be made only in cases of emergency. The Association shall be notified in each such instance, in advance if possible.
- G. (1) Regular teachers who are required to substitute during their preparation period in cases where substitute teachers are not available shall be paid the sum of five dollars (\$5.00) per period.

ARTICLE IX

CLASS SIZE

The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class sizes as specified by the New Jersey State Department of Education represent desirable goals.

ARTICLE X

SPECIAL SERVICES

It is recognized that particular special services are necessary in order to provide a balanced educational program. Such services will be provided so as to meet the obligations of State requirements.

ARTICLE XI

MILEAGE REIMBURSEMENT

- 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. He shall be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile.
- B. Employees required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of ten cents (10¢) per mile. Employees who are assigned to more than one (1) school per day shall be reimbursed for all driving done between schools.
- C. The Board of Education shall investigate availability of liability insurance coverage for social workers, attendance officers, and distributive education coordinators who, of necessity, must utilize their automobiles in the performance of their duties. If the Board of Education does not obtain such liability insurance, the Board of Education agrees to pay the sum of fifty dollars (\$50) annually, in lieu of such insurance, to the above named personnel classifications who, of necessity, must utilize their automobiles in the performance of their duties.

ARTICLE XII

TEACHER EMPLOYMENT

- A. 1. Any contract or engagement between the Board of Education and teacher shall cease and determine and be of no effect against the Board whenever the Board shall ascertain by notice in writing, received from the County or City Superintendent or otherwise, that the teacher is not in possession of a proper teacher's certificate in full force and effect, notwithstanding the term or engagement for which the contract was made, may not then have expired.
- 2. Each member of the unit shall bear sole responsibility for filing his proper New Jersey State teaching certificate or application forms for said certificate. The Superintendent's office will render assistance upon request of the teacher. Employment may be rescinded if proper certificate or forms are not filed by September 30, 1970.
- B. 1. Each teacher shall be placed at his proper step of the salary schedule as of the beginning of the 1970-71 school year in accordance with paragraph B.2. below, except where increments have or may be withheld.
- 2. Credit up to the 11th step of any salary level on the teacher's salary guide shall be given for previous outside teaching and military service. No more than four (4) years credit will be allowed for military experience.
- C. 1. Previously accumulated sick days, accumulated at the Freehold Regional High School District, will be restored to all teachers returning from a Board granted leave.
- D. 1. Teachers shall be notified of their contract or salary status as soon as possible, but no later than April 15, unless the teacher has been employed after January 1.
- E. 1. At the discretion of the Superintendent, a member of the unit, prior to the issuance of a tenure contract, may be given a physical examination by district physicians.

ARTICLE XIII

SALARIES AND TUITION REIMBURSEMENT

- A. 1. The salaries of all personnel covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

- B. 1. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

2. Employees shall receive their final checks on the last working day of the month.

- C. 1. Teachers entitled under the conditions set forth herein to reimbursement for tuition shall receive full reimbursement of tuition for a maximum of 12 credits completed during the life of this contract, if the following conditions are met:
 - (a) A transcript and a receipt of the amount paid must be shown to the appropriate supervisor.
 - (b) Only teachers who have been employed by the Freehold Regional Board of Education for more than one year (1) may participate in the program.
 - (c) Courses must be taken in the teaching field of the individual or they must be previously approved by the Superintendent of Schools. All courses taken within the teaching field shall be reported to the Superintendent of Schools on the appropriate reporting form, one week after enrollment in said course.
 - (d) Reimbursement under this Article shall be granted only for graduate level courses.
 - (e) The condition precedent to reimbursement for all courses covered by this program is an achievement of a grade of B or better.

ARTICLE XIV

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1, whenever possible.
2. The Superintendent shall assign all newly appointed teachers to their specific positions within that subject area for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 1, any teacher affected shall be notified promptly and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the disputes shall be subject to the grievance procedure set forth herein but shall not be arbitrable.

ARTICLE XV
VOLUNTARY TRANSFERS

- A. 1. The Superintendent shall post in all school buildings a list of the known vacancies which shall be available for the following school year. The Superintendent shall post such vacancies as soon as practicable so that teachers desiring to be considered for re-assignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year.
- 2. Teachers who desire a change in subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- B. 1. In the consideration of requests for voluntary re-assignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XVI

REASSIGNMENTS

- A. Notice of reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than May 1.
- B. Reassignment shall be made only after a meeting between the teacher involved and his immediate supervisor(s), at which time the teacher shall be notified of the reason thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent or his delegate shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XVII

PROMOTIONS

The Board agrees to post in each school all promotional positions as soon as known.

ARTICLE XVIII

TEACHER EVALUATION

- A. A teacher shall be given a written copy of any class visit or evaluation within five (5) days of such visit and shall be given an oral report and conference on such within two school days of such visit. 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, who shall not be required to sign a blank or incomplete evaluation form.
- B. Except for letters of recommendation and promotion papers which shall be sealed, teachers shall have the right at reasonable times to review in the presence of the Superintendent or his delegate his personnel file and to attach as part of the permanent record his comments to any item with which he disagrees.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding by the Association at any meetings or conferences regarding such complaint.
- D. An administrator or supervisor shall evaluate each non-tenure teacher at least three (3) times each year and the report of that evaluation shall state strengths and weaknesses observed, together with specific suggestions for improvement in areas in which weaknesses were observed. Whenever possible, the principal or assistant principal shall make one of the above evaluations.

ARTICLE XIX

SICK LEAVE

- A. As of September 1, 1970, all employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Tenure employees who have used all their sick leave will, in the event of an extended illness, be paid the difference between their salaries and the current daily substitute rate. Said payment to begin on the next school day following the expiration of sick leave time and to continue as shown in the following schedule. However, the last ten days of the extended sick leave period shall be without remuneration.

Years of Service in District	No. of Days Extended Absence
4 - 7 years	20 days
8 - 15 years	30 days
Over 15 years	60 days

The basis for computing the salary differential shall be the employee's annual salary divided by the number of days he is required to work pursuant to Article VI. Secretaries' paid vacations shall be included in number of days required to work. Medical certification as to the necessity for absence will be required.

"Extended illness" in this provision shall be defined as illness which necessitates the continuous absence of a teacher beyond his accumulated sick days.

- C. Teachers whose record of absenteeism reflects chronic health or personal problems shall, at administrative discretion, be examined by district physicians and/or other professional consultants.
- D. The Association shall review sick leave data with the Superintendent three (3) times annually.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1970-71 school year, full-time employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Up to three (3) days leave of absence for personal, legal business, and household or family matters which require absence during school hours. Application for personal leave shall be made in writing at least five (5) school days before taking such leave (except in the case of emergencies) by a check-list form developed by the Superintendent of Schools. Personal business days before or after vacation periods and holidays shall be granted only at the discretion of the Superintendent. Personal days shall not be granted for vacation purposes. Professional days may be granted upon approval of the Superintendent and, where such approval is granted, they will not be counted as against personal days granted by this Section.
 2. Up to two (2) days per school year for observance of religious holidays listed by the Commissioner of Education in his annual bulletin, where said observance prevents the teacher from working on said days.
 3. Time necessary by reason of subpoena by a court for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 4. Death or illness in Family -- In case of absence because of the critical illness and/or death of a member of the immediate family or household, each employee shall be allowed not more than five (5) days absence with full pay. Immediate family is defined as a spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law or daughter-in-law. Critical illness is defined as one requiring hospitalization and placement by hospital or medical authorities on the dangerously ill list.

5. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
 6. Other leaves of absence may be granted by the Board for good reason.
-
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.
 - C. The Association shall review personal business days data with the Superintendent three (3) times annually.
 - D. Recognizing that absence and leave policies are provided for the protection and interest of teachers for specific needs, the Freehold Regional High School Education Association will encourage all teachers to abide by the intent and purposes of such policies.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. Additionally any teacher whose spouse is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones shall be granted a leave of absence if requested.
- B.
 - 1. A tenure teacher shall notify the Superintendent in writing of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate twelve (12) months after the birth of the child, but may not terminate before the end of a school year, except in cases of stillbirth, in which case the teacher may elect to return to her position at an earlier date. Upon medical certification to the Superintendent in writing and with the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.
 - 2. Any tenure female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Freehold Regional High School District in the area of her certification or competence.
- C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenure teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for good reason.

- E. 1. Upon return from military leave, a teacher who has been on active duty shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive tenure or increment credit for time spent on a leave granted pursuant to Section B, C, or D of the Article.
 - 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- F. All extensions or renewals of leaves shall be applied for in writing.

ARTICLE XXII

STUDENT DISCIPLINE

All suspensions and expulsions of students shall be recommended by the Principal directly to the Superintendent who shall, if he concurs, recommend a course of action to the Board. The Board shall give serious weight to such recommendation.

ARTICLE XXIII
INSURANCE PROTECTION

- A. The Board of Education will pay the full individual or full family plan coverage of Blue Cross-Blue Shield, Rider J and Major Medical coverage insurance. The Board of Education shall have the right to change insurance carriers provided the benefits provided will not be diminished by such a change. Before the Board of Education can exercise this right, the proposed new insurance program shall be submitted to the Association. If the Association rejects the proposed change on the grounds that the new insurance program results in diminished benefits, then the matter shall be submitted directly to binding arbitration in accordance to the grievance procedure of this contract.

- B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article no later than the beginning of the 1970-71 school year.

- C. The Board will allow retired employees to remain part of the Group plan, if such employees pay the premium.

ARTICLE XXIV

PROFESSIONAL RELATIONS COMMITTEE

A Professional Relations Committee shall be established which shall consist of the President of the Association plus two (2) delegates from each school and the Superintendent and such of his staff as he shall designate, which shall meet at mutually agreeable times once per month to discuss all matters of professional relations and teaching interests which are not covered by this Agreement. Topics which this Committee may discuss include but are not limited to: teacher facilities, teacher-administrative liaison, teaching techniques, curriculum, testing, etc.; determination of textbooks and the discussion of other materials and supplies; sabbatical leave policy and recruitment. Minutes of each meeting will be taken and transmitted to the Board of Education. Any jointly agreed upon recommendations will be transmitted by the Committee to the Board and the Board will give serious consideration to such recommendations.

In addition, at each school a Professional Relations Sub-committee shall be established to consist of the Principal and such staff as he may wish to add, plus four (4) delegates designated by the Association. Individual school committees shall discuss any matter of professional interest pertaining only to that school and may make recommendations to the Superintendent and the District Professional Relations Committee where appropriate.

ARTICLE XXV

CONTINUITY OF OPERATION

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of an employee of the Freehold Regional High School Board of Education from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
1. The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association in writing immediately disavows the strike and notifies the strikers to return to work.
 2. In the case of a strike the Board may apply for an injunction against the Association.
 3. The Association agrees not to take part in "sanctions" against the Board.
 4. The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes that part of Board policy covered by its provisions for the term of said Agreement, and the Board shall carry out commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board within a reasonable time after the Agreement is signed and presented to all employees now employed or hereafter employed by the Board.
- E. Whenever any 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 registered letter at the following addresses:
 - 1. If by Association, to the Board at
Gable Building, Schanck Road
Freehold, New Jersey
 - 2. If by Board, to Association at
Freehold High School
Robertsville Road, Freehold, New Jersey
- F. 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.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Teachers Salary Guide

1970-71

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 30</u>	<u>M.A.</u>	<u>M.A. + 30</u>
1	\$ 7,500	\$ 8,100	\$ 8,300	\$ 8,900
2	7,800	8,400	8,600	9,200
3	8,150	8,750	8,950	9,550
4	8,500	9,100	9,300	9,900
5	8,850	9,450	9,650	10,250
6	9,200	9,800	10,000	10,600
7	9,550	10,150	10,400	11,000
8	9,900	10,500	10,800	11,400
9	10,250	10,850	11,200	11,800
10	10,650	11,250	11,600	12,200
11	11,050	11,650	12,000	12,600
12	11,450	12,050	12,400	13,000
13	11,850	12,450	12,800	13,400
14	12,250	12,850	13,200	13,800

A longevity increment of \$300 will be granted after the completion of sixteen (16) years of credited service.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Teachers Salary Guide

1971-72

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 30</u>	<u>M.A.</u>	<u>M.A. + 30</u>
1	\$ 8,200	\$ 8,800	\$ 9,000	\$ 9,600
2	8,500	9,100	9,300	9,900
3	8,850	9,450	9,650	10,250
4	9,200	9,800	10,000	10,600
5	9,550	10,150	10,350	10,950
6	9,900	10,500	10,700	11,300
7	10,250	10,850	11,100	11,700
8	10,600	11,200	11,500	12,100
9	10,950	11,550	11,900	12,500
10	11,350	11,950	12,300	12,900
11	11,750	12,350	12,700	13,300
12	12,150	12,750	13,100	13,700
13	12,550	13,150	13,500	14,100
14	12,950	13,550	13,900	14,500

Experience steps of \$200 each will be awarded after the completion of five (5), ten (10), and fifteen (15) years of district service. Example: a staff member with 15 years of district service at the completion of year 1970-71 would receive all three experience awards (\$600) in his 1971-72 contractual salary. The longevity award after sixteen (16) years of credited service at this point becomes inoperative.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Nurses Salary Guide

(10½ months)

A - 3

1970-71

Step

Non-Degree

1

\$ 5,700

2

5,950

3

6,200

4

6,450

5

6,700

6

6,950

7

7,200

8

7,450

9

7,700

10

7,950

11

8,200

12

8,450

13

8,700

14

9,000

A - 4

1971-72

Step

Non-Degree

1

\$ 6,200

2

6,450

3

6,700

4

6,950

5

7,200

6

7,450

7

7,700

8

7,950

9

8,200

10

8,450

11

8,700

12

8,950

13

9,200

14

9,500

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Attendance Officers Salary Guide

(10 months)

A - 5

1970-71

<u>Step</u>	<u>Salary</u>
1	\$ 4,875
2	5,125
3	5,375
4	5,625
5	5,875
6	6,125
7	6,375
8	6,625
9	6,875
10	7,125
11	7,375

A - 6

1971-72

<u>Step</u>	<u>Salary</u>
1	\$ 5,250
2	5,500
3	5,750
4	6,000
5	6,250
6	6,500
7	6,750
8	7,000
9	7,250
10	7,500
11	7,750

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Secretarial-Clerical Salary Guide

(12 months)

1970-71

<u>Step</u>	<u>Classifications</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
1	\$ 3,900	\$ 4,300	\$ 4,700
2	4,100	4,500	4,900
3	4,300	4,700	5,100
4	4,500	4,900	5,300
5	4,700	5,100	5,500
6	4,900	5,300	5,700
7	5,100	5,500	5,900
8	5,300	5,700	6,100
9	5,500	5,900	6,300
10	5,700	6,100	6,500
11		6,300	6,700
12			6,900

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Secretarial-Clerical Salary Guide

(12 months)

1971-72

<u>Step</u>	<u>Classifications</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
1	\$4,325	\$4,725	\$5,125
2	4,525	4,925	5,325
3	4,725	5,125	5,525
4	4,925	5,325	5,725
5	5,125	5,525	5,925
6	5,325	5,725	6,125
7	5,525	5,925	6,325
8	5,725	6,125	6,525
9	5,925	6,325	6,725
10	6,125	6,525	6,925
11		6,725	7,125
12			7,325