

**AGREEMENT**

**BY AND BETWEEN**

**THE**

**EAST WINDSOR REGIONAL BOARD OF EDUCATION**

**AND**

**EAST WINDSOR REGIONAL MANAGEMENT AND SUPERVISORS ASSOCIATION**

**July 1, 1995 to June 30, 1998**

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WHEREAS, this three year agreement, entered into this 13th day of November, 1995, by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL MANAGEMENT AND SUPERVISORS ASSOCIATION, hereinafter called "ASSOCIATION"; and,

WHEREAS, the parties hereto have reached mutual agreement on all such items and desire to confirm this in writing.

It is HEREBY AGREED by and between the parties hereto that:

**ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes this Association for the three-year period July 1, 1995 - June 30, 1997 as the majority representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Laws of 1974 concerning grievances and terms and conditions of employment for certificated personnel under contract by the Board in the following job categories:

Principals  
Assistant Principals  
Content Supervisors

All other employees are excluded.

- B. Unless otherwise indicated, the term "ASSOCIATION", when used hereinafter in this agreement, shall refer to all employees represented by East Windsor Regional Management and Supervisors Association in the negotiating unit as above defined.
- C. The term "BOARD" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, laws of 1974, but reserves the right to meet with employee organizations - other than the majority group - to hear their views. A representative of this Association may be given the opportunity to attend.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin on or about March of the year in which the current agreement expires.
- B. 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.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or an administrative or Board decision affecting a or group of members of the Association.

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

All members of the Association, including the grievant, shall continue under the direction of the Chief School Administrator regardless of the pendency of any grievance, until such grievance is properly determined.

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.

The parties agree to follow the procedures outlined in the agreement and to use no other channels to resolve any question or proposal until the procedures within this agreement are fully exhausted.

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level, but a grievance lodged by a group or by the Association will be initiated at Level 1 (b).

B. Purpose

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

C. Procedure

Grievances shall be initiated within twenty-five (25) days of the happening.

1. Level One

- a. Any member of the Association who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the member within five (5) school days, he/she shall set forth his/her complaint in writing to the Chief School Administrator. The Chief School Administrator shall communicate a decision to the employee in writing within five (5) school days of receipt of the written complaint.

2. Level Two

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

3. Level Three

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Chief School Administrator within ten (10) work days after the receipt of the decision which is being appealed. However, where the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association nor the Board.

If the grievance is not solved as a result of the above procedures then the following procedure will be used to secure the services of an arbitrator:

- a. A joint request will be made to the P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they will request the American Arbitration Association to submit a second roster of names.
- c. If the parties are unable to determine, within ten (10) school days of the second request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the agreement between the parties. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, shall be borne equally by the Board and the Association.

- d. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives heretofore referenced in this article.

4. Separate Grievance File

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

**ARTICLE IV - MEMBER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict such rights as members represented by the East Windsor Regional School Management and Supervisors Association may have under New Jersey School Laws or other applicable laws and regulations.
- B. The personal life of a member represented by the East Windsor Regional School Management and Supervisors Association shall not affect the member's employment except as it may prevent the member from performing properly his/her assigned functions.
- C. Dependent children of administrators will be permitted to attend school in the East Windsor Regional School District at one-half the tuition rate established by the Board of Education for non-resident students. Requests for attendance under this article must be submitted in writing to the Chief School Administrator prior to enrollment. The tuition payment must be prepaid in full or a monthly payroll deduction will be established.

**ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association shall have the privilege to use space in school buildings at reasonable non-school hours on school days, for meetings, provided that the approval of the principal of Community Education has been secured in advance of the time of all such meetings in accordance with Board policy.
- B. The Association will have reasonable use of the post boxes and the inter school mail service.
- C. The Board and the Association agree to share equally in the cost of reproducing this agreement as arranged.
- D. Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay and/or benefits.

**ARTICLE VI - EVALUATION**

A. **Right to Full Knowledge**

The Board of Education and the Chief School Administrator subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. Frequency of Review

The Chief School Administrator shall establish supervisory procedures that will guarantee a minimum of three (3) written formative evaluations per year for each non-tenured member. At least one (1) formative evaluation will be done in each semester. For the purposes of evaluation, the second semester begins January 15th. Tenured members will be guaranteed a minimum of one (1) formative evaluation. All members will receive a summative evaluation.

C. Evaluation Instrument

Prior to September 15th of each year, the Chief School Administrator will develop, in consultation with the Association, evaluation criteria and the evaluative instrument. The evaluation procedures will be developed cooperatively.

D. Evaluation Procedures

1. Copies of Reports

Each member shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of a member's personnel file without the opportunity for the member's signature. A copy of each written evaluation shall be forwarded to the member.

2. Right of Member to Respond

In addition to the post observation conference, the member may, within 10 days of the receipt of an evaluation, append a response to the evaluation. The member may also request a conference with the evaluator. At the conference, the member is entitled to have his/her response to the evaluation read, discussed and appended to the evaluation report.

E. Complaints Regarding a Member

Any complaints regarding a member made to a superior or Board member must be made in writing. The member shall be given an opportunity to respond to and/or rebut each complaint and shall have the right to be represented by the Association or legal counsel at any meetings or conference regarding such complaint.

ARTICLE VII - WORK YEAR

A. The Association may provide input to the Chief School Administrator, prior to the submission of the school calendar to the Board of Education.

B. The Association work year shall consist of no more than two-hundred-forty four (244) school work days which begin on July 1st and end on June 30th for all job categories except Content Supervisors.



- C. Content Supervisors' work year shall be two-hundred-one (201) days which will consist of the one-hundred-eighty-five (185) school calendar days; six (6) additional days to be determined by the building principal and ten (10) days which will run consecutively beginning July 1 of each year. In addition, Content Supervisors are guaranteed five (5) additional work days at their per diem salary (1/200) between July 1st and August 30th. If Content Supervisors are required, with prior approval of the Chief School Administrator, to work additional days, compensation will be at 1/200 of contracted salary.

ARTICLE VIII - TERMS AND CONDITIONS OF EMPLOYMENT

A. Notification

Upon employment, the Board shall notify the Association, in writing, the type certificate(s) and degree(s) held and the address of each new member.

B. Recruitment

Administrative/supervisory vacancies in the school system will be made known to members of the Association as they arise. Members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.

C. Previous Sick Leave Accumulation

Previously accumulated unused sick leave days shall be restored to all returning members in accordance with approved Board leave of absence policy.

- D. Content supervisors who immediately prior to their appointment to that position were employed by the East Windsor Regional School District will maintain their accumulated personal illness days.

ARTICLE IX - SALARY

- A. The Board will provide salary monies as follows:

1995-96 - 3.2%                      1994-95 - 3.1%                      1997-98 - 3.0%

Distribution in each category will be on an equal dollar basis based on the average dollar increase in each category.

For the 1995-96 year, each member's base salary will be increased by \$120 in lieu of night meeting travel mileage.

B. The Chief School Administrator may, at his/her discretion, adjust the salary of individual members in consideration of the relative value of the position.

C. Salary Range

The salary range listed below are applicable to the positions as grouped and are only a guide within which individual salaries are negotiated.

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
I. Principals	\$58,303	\$59,605	\$60,904
	to	to	to
	\$93,580	\$94,882	\$96,181
II. Assistant Principals	\$50,063	\$51,128	\$52,191
	to	to	to
	\$78,563	\$79,628	\$80,691
III. Content Supervisors	\$44,959	\$45,921	\$46,881
	to	to	to
	\$68,459	\$69,421	\$70,381

D. If a salary increase would result in a salary above the range for that position, the salary will be fixed at the maximum salary for that range for that year and the additional monies divided among the remaining members on an equal dollar basis.

E. If a member has his/her position reduced from full-time administrator to part-time administrator/part-time teacher, the salary for that individual will be determined through negotiations between the Board and the Association.

ARTICLE X - LEAVES OF ABSENCE

Leaves of Absence Without Pay

Leaves of absence without pay may be granted to members represented by the Association and such leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing. Timelines for leaves of absence under the Family Leave Act will be in accordance with regulations to be established for that Act.

A. Child Care or Adoption

A member may request, in writing, a leave of absence without pay for child care or adoption for a period of not more than one (1) employee work year. A leave for child care or adoption shall, on application, be granted for a period through the balance of the school year in which the leave commences.

A full work year extension of such leave shall be at the option of the Board and be handled on a case-by-case basis. This leave of absence is granted without salary.

1. This leave of absence may be shortened upon written request and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the member is again able to devote full time to his/her position.
2. Members on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, and approval of, the Board of Education and the administrative staff.

Leaves of absence will be granted in accordance with federal and state Family Leave Acts.

#### Leaves of Absence With Pay

##### A. Personal Illness Days

The Board provides members with fourteen (14) days per year at full pay for personal illness with the exception of Content Supervisors who will receive twelve (12) days. These days may be accumulated for use in subsequent years. The Board further provides that, after all such personal illness days as indicated in the preceding paragraph are exhausted, an additional fourteen (14) days per year are provided at half pay for the members with the exception of Content Supervisors who will receive an additional twelve (12) days at half pay in accordance with N.J.S.A. 18A:30-6.

During the life of this agreement, the Board, at its discretion, may provide a payment for unused sick leave to any member of the Association who has been employed in the East Windsor Regional School District for at least fifteen (15) years and who retires according to the provisions of the Pension and Annuity Fund in order to receive immediate benefits and not merely "deferred retirement".

##### B. Illness in the Immediate Family Days

The Board provides members with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, father-in-law and immediate household) with the exception of Content Supervisors who will receive two (2) days.

The Board further provides that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year are provided at half pay in accordance with N.J.S.A. 18A:30-6.

An absence because of an illness in the immediate family which exceeds ten (10) days per year, nine (9) days per year for Content Supervisors, may be granted by the Chief School Administrator at full deduction in pay.

Leaves of absence will be granted in accordance with federal and state Family Leave Acts.

C. Death in the Family Days

The Board provides members with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

D. Death in Other than the Immediate Family Day

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

E. Marriage Days

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

F. Days for Jury Duty or Subpoena by Court

The Board assures members full pay for each day that their presence in court is required by subpoena. The Board further provides full pay for each full day that the member is required to be in court for jury duty.

G. Days for Other Reasons

The Board provides members two (2) days leave of absence with pay per year for religious, legal, business, household, or family matters which require absence from work during working

hours upon prior approval (2 days except in cases of emergency) of the Chief School Administrator, except that a full deduction will be made for absence on the day before or after a vacation or holiday period.

H. Vacation Days

The Board provides the following vacation days for members, excluding Content Supervisors, who have held a position represented by the Association as follows:

During the first budget year of employment	1-2/3 days per month employed
Thereafter to 10 years	20 days per budget year
11 years or more	*24 days per budget year

\*Applicable only to individuals who are members of the Association as of June 30, 1993.

During the first budget year of employment, vacation days, which are earned at 1-2/3 days per month on the 15th day of the month, may be taken as they are accrued. After the first budget year of employment, vacation days are taken during the budget year following the year in which they are accrued.

Each member may "bank" ten (10) vacation days. These ten (10) days must be used during the second budget year following their accrual and are, therefore, non-cumulative.

If the member's services are terminated in the district, or the employment year is changed, the member is entitled to be reimbursed for all accumulated vacation days at the salary rate in effect at the time the days were accrued. In the event of the member's death, accrued vacation days will be paid to the member's estate.

During a vacation period, illnesses of more than three (3) consecutive days which are verified by a physician, in writing, may be granted by the Chief School Administrator.

I. Holidays

Twelve-month employees will have eighteen (18) holidays per year.

The Board provides a holiday schedule for members, excluding Content Supervisors, according to the school calendar.

J. Military Leaves of Absence

Military leaves of absence will be granted in accordance with state and federal statutes governing such leaves including but not limited to 38:23-1 and Chapter 119 of the laws of 1941.

ARTICLE XI - INSURANCE PROTECTION

A. Injury Insurance

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

B. Health Insurance

The Board maintains, at Board expense, group health insurance coverage for members and dependents as follows:

1. Medical/major medical plan (\$150 deductible individual/\$300 family deductible).
2. Dental plan
3. Prescription plan (\$5/\$10 copayment). This plan will include a mandatory mail order maintenance drug plan (\$0 co-pay) for prescriptions needed more than thirty-four (34) days and one (1) renewal.

C. Liability Insurance

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

D. Life Insurance

The Board will provide, at Board expense, life insurance for each member in the amount of \$18,000 payable 100% to the member's beneficiary.

E. Medical Examinations

The Board will provide up to \$300 for an annual comprehensive medical examination for all members.

F. Insurance Benefits Upon Retirement

During the life of this agreement, any individuals who are members of the Association as of June 30, 1993, who has been employed in East Windsor Regional School District for at

least twenty-five (25) years at the time of their retirement and who retire according to the provision of the Pension and Annuity Fund in order to receive immediate benefits and not merely deferred retirement, will receive, through age 65, at Board expense, dental insurance coverage equivalent to those coverages and benefits provided members under the 1991-1993 agreement.

#### ARTICLE XII - PROFESSIONAL DEVELOPMENT

- A. The Board will assume the full cost and expense for any courses, workshop or conference which members may be requested/required to take or participate in, in writing, by the Chief School Administrator.
- B. The Board will assume full cost of membership dues in State/National Professional Education Associations for members as agreed upon between the Association and the Chief School Administrator. All publications received as a result of the memberships agreed upon will become the property of the Board of Education.
- C. The Board shall reimburse members for tuition incurred in the pursuit of graduate credits at any accredited institution of higher education, subject to the following conditions:
  - 1. Work is successfully completed. Grades for each course will be "B" or higher.
  - 2. The course must be related to the member's current responsibilities and must receive, from the Chief School Administrator, prior approval in writing.
  - 3. Association members should be granted reimbursement up to \$750 per member, \$5,000 annually for the Association, at the rate prevailing in the New Jersey State Colleges.
- D. The Board shall reimburse members for undergraduate courses in accordance with C.3. above if the member receives prior approval of the Chief School Administrator to take the course and if the requirement of C.1. above is met.

#### ARTICLE XIII - TRAVEL

Members shall be reimbursed at the rate of the current I.R.S. business mileage allowance for approved travel.

#### ARTICLE XIV - MISCELLANEOUS PROVISIONS

##### A. Curriculum Determination

Curriculum is the responsibility of the Board and the development occurs through the office of the Chief School Administrator in consultation with building administration, staff, students and community.

B. Recommendation of Personnel

Whenever possible, members may be involved in the screening of applicants and recommendations of persons for positions whom they supervise.

C. Recommendation of Policy

Members may be given an opportunity to participate in the development of procedures relating to Board policies which directly relate to their areas of responsibility.

D. Evaluation Criteria

The procedures and criteria for staff evaluation will be discussed with and agreed to by the Chief School Administrator and the Association prior to the beginning of each year.

E. Allocation of Space

Members who supervise building programs will be responsible for efficient allocation of space for instructional activities during the school day program, and allocation of space for community education programs shall be made in accordance with Board policy by the Principal of Community Education.

F. People Assignment

Principals will be responsible for assignment during school hours of staff and pupils within their buildings in accordance with the Chief School Administrator's directives and Board policy.

G. Orderly Operation

Principals will be responsible to establish procedures during school hours for the orderly operation within their buildings, in accordance with the Chief School Administrator's directives and Board policy.

H. Budget

Members may have the opportunity to provide input to the Chief School Administrator when the district budget is being planned.

ARTICLE XV - DEDUCTION FROM SALARY

A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 233, New Jersey Laws of 1969, N.J.S.A. 52:14-15, 9e.

B. Annuities - The Board provides members with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.



- C. Members of the Association may individually elect to have their entire paycheck deposited directly to an account in such banks which provide for electronic deposit, subject to the following conditions:
- D. There shall be no early issuance of checks except in special hardship cases as determined by the Chief School Administrator on a case by case basis. Hardship exceptions cannot be granted for members electing direct deposit of their pay.
  - 1. The Board is held harmless against any and all claims, demands, suits, or other forms of liability related to the electronic transfer of paychecks;
  - 2. Members may enroll annually.

**ARTICLE XVI - DURATION OF AGREEMENT**

This two year agreement represents the exclusive agreement made by and between the East Windsor Regional Board of Education and the East Windsor Regional Management and Supervisors Association effective July 1, 1993 and shall continue in effect through June 30, 1995.

IN WITNESS WHEREOF, the President and Secretary of the East Windsor Regional Management and Supervisors Association have hereunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 13th day of November, Nineteen-Hundred and Ninety-Five.

**EAST WINDSOR REGIONAL MANAGEMENT AND SUPERVISORS ASSOCIATION**

Signed, Sealed and Delivered in the presence of:

Jean Heisterger

By: Joseph M. Chilibaro (L.S.)  
 President

By: Marie E. Seiden (L.S.)  
 Secretary

ATTEST:

**BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT**

David Shapton  
Secretary

By: Randy Stoteman (L.S.)  
President