

Contract 709

AGREEMENT

between the

BOARD OF EDUCATION OF WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT

and the

WATCHUNG HILLS REGIONAL PRINCIPALS AND SUPERVISORS ASSOCIATION

WARREN

COUNTY OF SOMERSET

NEW JERSEY

for the 1991/92 and 1992/93 School Years

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	2
Article I Recognition	3
Article II Negotiation	4
Article III Principles	5
Article IV Rights-Privileges & Obligations	6
A. Board Rights.....	6
B. Member Rights.....	6
C. Association Rights and Privileges...	6
Article V Grievance Procedure	8
Article VI School Calendar	12
Article VII Employment	13
Article VIII Salaries & Fringe Benefits	14
Article IX Supervisor Evaluation	16
Article X Sick Leave	19
Article XI Temporary Leaves and Personal Leaves of Absence	20
Article XII Extended Leaves of Absence	22
Article XIII Sabbatical Leave	24
Article XIV Professional Development and Educational Improvement	26
Article XV Protection of Members	27
Article XVI Miscellaneous Provisions	28
Article XVII Deduction From Salary	29
Article XVIII Discipline and Discharge	30
Article XIX Amendment and Duration of Contract.....	31
Schedule A	32

PREAMBLE

This Agreement entered into this 6th day of May, 1991 by and between the Board of Education of Watchung Hills Regional High School, Warren, New Jersey, hereinafter called the "Board," and the Watchung Hills Regional Principals and Supervisors Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

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

Principal

Vice Principal

Director of Special Services

Director of Athletics

Supervisors

- B. The Watchung Hills Principals and Supervisors Association shall certify to the Board of Education that it represents the majority of the certified personnel in the Association later than October 1st 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 New Jersey Employer-Employee Relations Act, as amended, to reach agreement on matters concerning the terms and conditions of employment. The parties agree to commence negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission. The first negotiation sessions will be for the purpose of establishing ground rules for the negotiations. The Association and the Board will exchange written proposals at the second negotiations sessions.

ARTICLE III

PRINCIPLES

PERSONNEL

1. It is recognized that eligible employees specified in Article I have the right to join, as well as the right not 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 federal and state laws and regulations and subject to the limitations imposed by this agreement, the Association recognizes that the Board has 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. MEMBERS RIGHTS

1. Whenever an employee as defined in Article I 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 employee in his office, position or employment or the salary or any increments pertaining thereto, then he/she 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/her own choosing present to advise him/her and represent him/her.
2. No employee shall be prevented from wearing reasonable identification of membership in the Association.
3. Nothing contained herein shall be construed to deny or restrict to any employee such rights as there may be under New Jersey School Laws or other applicable regulations.
4. All correspondence initiated by the administration or Board from the last school day in June to the first school day in September shall be forwarded to the concerned party's home address on file in the Board office.

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's cost.
2. Association Privileges:
 - a. Upon arrival at the school and checking in at the office, representatives of the Association, and/or Supervisors and Principals 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 (cont'd)

- b. The Association and its representatives may use the school buildings for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings. Such meetings shall not be conducted during school hours. Arrangements for meetings at extraordinary times will have prior approval of the Superintendent and the Association agrees to reimburse the Board for any extra custodial requirements.
- c. The Association shall be permitted the use of internal school mail facilities and the public address system after school hours for routine announcements.
- d. The Association shall have the right to use school equipment after school hours 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.
- e. Whenever any representative of the Association or any member are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceeding, conferences or meetings, he/she shall suffer no loss in pay.
- f. 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 principal, vice principal, directors and supervisors.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is hereby defined as any dispute between the parties concerning the application, interpretation or claimed violation of any provision of this Agreement, or any administrative decision or Board action which adversely affects the terms and conditions of employment set forth in this Agreement.
2. An "aggrieved person" is the person 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.
4. The term grievance and procedure relative thereto shall not be deemed applicable to the following instances:
 - a. Non-renewal of non-tenure principal, director or supervisor.
 - b. Matters where the Board is without authority to act.
 - c. Matters in which the Board maintains sole and unlimited discretion.
 - d. Withholding of increments, unless predominantly disciplinary in nature.
 - e. Matters where a method of review is prescribed by law or by any rule, regulation, or by-law of the Commissioner of Education or the State Board of Education.

B. PURPOSE

1. The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end the following procedure shall be the sole and exclusive method of resolution.
2. Nothing herein contained shall be construed as limiting the right of any principal, director, or supervisor 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.

Article V - Grievance Procedures (cont'd)

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 expedite the process. The time limit specified may, however, be extended by mutual written 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.
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 Procedure

Step One: The Association or an employee with a grievance shall first discuss it with the immediate supervisor either directly or through the Association's representative within ten working days after the employee knew or should have known of the event giving rise to the grievance. Failure to act within the said ten working days shall be deemed to constitute a waiver and an abandonment of the grievance.

Step Two: If the aggrieved party is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within five working days after the presentation of that grievance at Step One, the aggrieved may file within five working days with the superintendent of the district a written grievance (on forms provided) setting forth the nature of the grievance and designated contract provision (s) claimed to have been violated. The grievance shall be discussed by the authorized Association representative and the superintendent at a mutually agreeable time and place not later than seven working days after the request for such discussion. Within seven working days, the superintendent shall notify the Association and the grievant of his decision in writing.

Article V - Grievance Procedures (cont'd)

Step Three: If the aggrieved party is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within seven working days after the presentation of that grievance at Step Two, the Association may within ten working days make a written request for review of the grievance by the Board of Education. The written request shall have annexed thereto all known relevant documentation. A copy of such request shall be given to the superintendent of schools. The Board or Committee thereof shall review the grievance and shall, at the option of either party, hold a hearing with the aggrieved person and a representative of the Association and render a written decision within 30 calendar days from the receipt of the grievance or after the date of the hearing, whichever is later.

Step Four: If the grievance is not resolved at Step Three, or if no written decision has been rendered within the time allotted under Step Three, the Association may, within ten working days, make a written demand for arbitration to the New Jersey State Board of Mediation with a copy of the demand being delivered to the superintendent of schools. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claim to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey Board of Mediation then in effect.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place.

The decision of the arbitrator shall be final and binding upon the Board, the Association and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision which shall be done within 30 days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement.

The cost of the arbitrator shall be paid by the losing party. Each party shall be responsible for its own costs incurred in arbitration.

Article V - Grievance Procedures (cont'd)

D. REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself and/or as an 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 an aggrieved person 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 procedures.

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 procedures.
3. All employees including the grievant must continue to follow administrative directives or Board policy regardless of a pendency of a grievance against 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 employment by a grievant terminates any unresolved grievances after the effective date of termination.

Grievance # _____ Watchung Hills Regional High School

Submit to Superintendent in Duplicate

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

Step I (Level 1)

A. Date cause of Grievance Occurred _____

B.1. Statement Grievance _____

2. Relief Sought _____

	<u>SIGNATURE, GRIEVANT</u>	<u>DATE</u>
--	----------------------------	-------------

C. Disposition by Superintendent _____

	<u>SIGNATURE OF SUPERINTENDENT</u>	<u>DATE</u>
--	------------------------------------	-------------

D. Position of Grievant and/or Association _____

	<u>SIGNATURE</u>	<u>DATE</u>
--	------------------	-------------

STEP II (Level 2) Board of Education Review

A. Date submitted to Board of Education _____

B. Disposition of Board of Education _____

	<u>SIGNATURE OF PRESIDENT OF BOARD OF EDUCATION</u>	<u>DATE OF DECISION</u>
--	---	-----------------------------

-11-a

Note: All provisions of Article V of the Agreement dated _____, 19 _____, shall be strictly observed in the settlement of grievances.

ARTICLE VI

SCHOOL CALENDAR

- A. The School Calendar for the term of this agreement shall be established by the Board.
- B. The calendar year for supervisors and the Director of Athletics will follow the 10 month calendar established for teachers. These employees will work the equivalent of five (5) additional days before the opening of the school year and/or after the closing of the school year as arranged with the principal. Ten month employees will be expected to provide days during the school year or during the summer in order to perform or complete those assigned duties necessary for the satisfactory performance of their responsibilities as described in board policy #2130.

Professional employees on a 12 month contract will work on a July 1 - June 30 calendar year basis with vacation time guidelines established in board policy #2451.

- C. The Principal, Vice Principal, and Director of Special Services, as 12 month employees, will follow 12 month calendar established by the Board.

In addition, the Director of Guidance will work an additional ten (10) days during the summer on a per-diem basis.

- D. The normal work day for Supervisors will be from 7:45 AM until 3:00 PM.

ARTICLE VII

EMPLOYMENT

- A. Each newly hired employee shall be placed at a salary step as the board in its sole discretion shall determine; employment credit shall be given for military service.
- B. Supervisors with previous experience in the Watchung Hills Regional High School District, upon returning to the system, shall receive full credit on the salary schedule as set forth in A. above.
- C. Unused sick leave days previously accumulated at Watchung Hills Regional High School will be restored to all returning employees.
- D. Supervisors shall be notified of their contract status, salary status and pay schedule for the ensuing year by April 30 for non-tenured people and by May 30 for tenured people.

ARTICLE VIII

SALARIES AND FRINGE BENEFITS

- A. The salaries of all employees covered by this agreement are set forth in Schedule A, are attached hereto and made a part hereof.
1. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the member on the final pay day or according to a savings bank plan as requested by the member.
 2. Employees 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, employees shall receive their pay checks on the last previous working day.
- B. Employees achieving a higher salary level on the guide by reasons of degree advancement shall present Official Certification in the form of achievement report, transcript or notarized statement to the Superintendent of Schools no later than the first Monday in September or January 15, in which case salary adjustments shall be made in the second pay period in September or February respectively, retroactive to the first of said month.
- C. Employees shall receive sixty percent (60%) 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 Provided for Employees:
1. The Board will provide Comprehensive Blue Cross and Blue Shield with Rider J and full Major Medical coverage under the plan provided by the New Jersey State Health Benefits Program for all employees and further the Board will pay the total premium cost for each employee and their dependents for the Major Medical insurance coverage. The Board will provide coverage for the employee and 100% cost of Blue Cross, Blue Shield, and Rider J for dependents.

Article VIII Salaries and Fringe Benefits (Cont'd)

2. The Board shall provide for each employee 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.
 3. The Board shall provide 100% of the premium cost of dental coverage for each employee and his dependents. (Delta - NJDSP or comparable plan agreed to by both parties.)
- E. Compensation for the use of a private automobile for authorized Board activities shall be 20 cents a mile.
- F. The Board shall provide at no cost to its employees long term disability coverage for those unable to work for medical reasons the cause of which is not work-related accident or injury. An employee who is certified as being unable to work for medical reasons must serve a waiting period of ninety (90) calendar days or use all accumulated sick time, whichever is greater. The Board, through this long-term disability plan pays sixty-five (65) percent of the employee's salary until age 65, less any other benefits such as Social Security disability payments.

ARTICLE IX

PROCEDURES FOR EVALUATION

I. Supervisors & Director of Athletics

A. Supervisors will be evaluated each year for the performance of their teaching duties as provided by Board Policy Number 4115.

B. In addition, Supervisors and the Director of Athletics will be evaluated each year for the performance of their administrative and supervisory duties in accordance with the following procedures:

1. The forms used to evaluate the Supervisors and the Director of Athletics will be given to them.

After consultation by the principal with the employee, written objectives will be developed for each Supervisor and the Director of Athletics.

2. A meeting will be held by the principal with each Supervisor and the Director of Athletics during the school year to discuss job performance, including the progress being made toward completion of objectives.
3. A final summary evaluation will be written by the principal on each Supervisor and the Director of Athletics. The final summary evaluation will include, but not be limited to, observations concerning the achievement of objectives. The administrator will complete the final summary evaluation prior to April 1 for each non-tenured Supervisor or Director of Athletics and prior to May 1 for each tenured Supervisor or Director of Athletics. Each Supervisor and the Director of Athletics shall be given a copy of the summary evaluation and shall meet with an administrator to discuss the summary evaluation. The summary evaluation will be signed by each employee at the time of the conference with the administrator. If a Supervisor or Director of Athletics disagrees with the substance of the summary evaluation, the individual shall be given five days after the conference with the administrator in which to submit a written response to the summary evaluation.
4. The final summary evaluation will be submitted to the Superintendent by April for board action on each non-tenured Supervisor or Director of Athletics and by May 1st for any board action on tenured Supervisor or Director of Athletics.

ARTICLE IX

PROCEDURES FOR EVALUATION (Cont'd)

II. VICE PRINCIPAL

- A. A Vice-Principal will be evaluated each year by an administrator on a form to be provided.
- B. After consultation with the principal, written objectives will be developed by the Vice-Principal.
- C. A final summary evaluation will be written by the principal. The final summary evaluation will be completed prior to April 1 for a non-tenured Vice-Principal and prior to May 1 for a tenured Vice-Principal.
- D. The Vice-Principal will be given a copy of the final summary evaluation prior to its submission to the Superintendent.

III. DIRECTOR OF SPECIAL SERVICES

- A. The Director of Special Services will be evaluated each year.
- B. After consultation with the Principal, written objectives will be developed.
- C. Evaluation conferences will be held with the Director of Special Services as appropriate.
- D. A final summary evaluation will be written by an administrator and a copy of the final summary evaluation will be given to the employee in question prior to its submission to the Superintendent.

IV. PRINCIPAL

- A. The Principal shall be evaluated each year by the Superintendent.
- B. After consultation with the Superintendent, written objectives will be developed for the year.
- C. Evaluation conferences will be held as needed.
- D. A final summary evaluation will be written by the Superintendent and a copy of the final summary evaluation will be given to the Principal prior to its submission to the Board. The summary evaluation will include the review of objectives and overall job responsibilities.

ARTICLE IX

V. PROCEDURES FOR EVALUATION (Cont'd)

- A. The principal shall make recommendations on all Supervisory personnel to the Superintendent regarding the satisfactory performance of job responsibilities. This statement shall include a review on the completion of objectives.
- B. The Superintendent will make recommendations to the Board of Education on contract renewal on all employees in this bargaining unit in accordance with statutory and regulatory procedures. All salary increases negotiated are predicated upon satisfactory performance and the recommendation of the Superintendent.

ARTICLE X

SICK LEAVE

- A. Cumulative sick leave - as defined in N.J.S.A. 18A:30-1.
1. Ten days absence for personal illness with full pay in any any school year (18A:30-2) for ten (10) month employees. Twelve (12) days for twelve month employees.
2. Unused days of sick leave shall be accumulative without limit, beginning from the date of the member's continuous employment by the Board. (18A:30-3, 3.1.)
- B. In all absences under this section exceeding five (5) consecutive school days, the employee must file a physician's certificate with the principal of the school (18A:304)
- C. A employee 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.
- D. By October 1st of each year all employees shall be given a written accounting of accumulated sick-leave days as of June 30th of that calendar year.
- E. Payment of Unused Sick Leave Upon Retirement:

Eligibility: A full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and are eligible for pension benefits as defined by Title 18A:66-1 et seq. "Teacher Pension and Annuity Fund" or "Public Employees Retirement system" shall be entitled to be paid in retirement in an amount to be determined in accordance with the provisions below:

Exceptions: No employee shall be entitled to payment of this benefit upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

Benefit: Each eligible employee shall receive an amount based on the per-diem salary earned in the final year of employment for unused sick days, not to exceed 105 days according to the following schedule:

<u>Age At Retirement</u>	<u>Maximum Days</u>	<u>Years of Payment</u>
55	105	7
56	100	6
57	95	5
58	90	4
59	85	3
60	80	2
61	75	1
62 or older	65	1

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE
PERSONAL LEAVES

A. ILLNESS IN THE FAMILY

Where personal presence is advisable because of critical illness in the employee'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 employee's immediate family may be allowed with pay for a period not exceeding five (5) school days in each case.

In the event of the death of a teacher or student in the Watchung Hills Regional High School District, the principal or immediate supervisor may grant to an appropriate number of employees sufficient time off to attend the funeral.

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 due to personal reasons may be granted with pay for good cause when approved in advance by the principal. Except in cases of emergency, applications must be made to the principal or his designated representative at least three days before the date on which the absence is requested. 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 two of the members shall be permitted such leave on any given day. Priority will be established in the order of requests received.

Article XI Temporary Leaves of Absence, Personal Leaves (Cont'd)

3. If the accumulated absences of employee, including, absence for illness, exceed fifteen (15) days in any 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 employee's classes.

E. PROFESSIONAL REASONS

Days may be granted for the purpose of visiting other schools or attending meetings or conference of an educational nature. This request must be made in writing to the principal - stating reasons for attendance and benefits to be gained. If permission is granted by the principal, the attending person 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.

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

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

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

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years may be granted to any employee 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 Fullbright Scholarship.
- B. A employee 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 one employee shall be granted leaves for A and B above at any one time.
- D. Military leave without pay shall be granted to any employee 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 employee of the employee'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 employee may request a child care 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 member. Early notification of the Superintendent is desirable for replacement purposes.
 - 2. Any tenure employee adopting an infant child shall receive similar leave which shall commence upon 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 employees will be handled on an individual basis.
 - 4. Only accumulated sick leave as prescribed by law will apply.

(continued)

ARTICLE XII Extended Leaves of Absence (Cont'd)

- G. The Board shall grant a leave of absence to any employee 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 requirement for tenure purposes.
- H. All requests, extensions or renewals of extended leaves shall be applied for in writing. The Superintendent shall be given written notification of the Board's decision to the employee requesting the extension of the leave.
- I. A employee on tenure shall be entitled to a one year leave of absence without pay, subject to the following conditions:
1. A tenured employee shall be entitled to such leave only after having been employed by the board for seven years.
 2. An application requesting a leave under this provision must be submitted by the employee to the Superintendent not later than March 1 of the school year immediately preceding the school year during which the employee requests to be on leave of absence.
 3. Applications for extended leave of absence may be submitted to the Superintendent commencing on the first day all employees are required to be present for work. No applications will be accepted prior to that date.
 4. No more than one such leave will be granted in a given school year.

ARTICLE XIII

SABBATICAL LEAVE

The following regulations govern the granting of a sabbatical year for the employees.

- A. Any employee who has served in the district for a period of not less than seven (7) years may on recommendation of the Superintendent be granted by the Board a leave of absence for a period of time up to one year for the purpose of professional improvement through study or travel. The Board shall be entitled to deny any request for sabbatical leave for budgetary reasons.
- B. The employee'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 1 of the school year previous to the year for which the leave of absence is desired. Final details shall be submitted by December 1 and shall be approved or rejected by February 15. The number of employees that shall be permitted to take sabbatical leave in any one year shall not exceed one. 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 employee 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 employee 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 Teacher Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the employee.

Article XIII - Sabbatical Leave (Cont'd,

- E. As a condition for the granting of this sabbatical the member 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 employee 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 employee 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 XIV

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 employee is required by the administration to take.
- B. The Board agrees to pay the expenses (including fees, meals, lodging and/or transportation) incurred by employees 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.
- C. The Board agrees to pay for one professional membership subject to the approval of the district Superintendent.
- D. Payment of the tuition costs and expenses incurred by employees of this unit must carry the prior approval of the superintendent.

ARTICLE XV

PROTECTION OF SUPERVISORS, STUDENTS AND PROPERTY

Employees 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 employee in an event of injury or other action against his person is covered by legislation. The insurance coverage is maintained in accordance with the statutes.

ARTICLE XVI

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. Any individual contract between the Board and an individual member 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.
- D. Copies of this Agreement shall be reproduced at the expense of the Board, which shall then be presented to all employees 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 employees now employed and hereafter employed during the term of this contract.
- E. 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 the Board, at 108 Stirling Road, Warren, N.J. 07059
 - 2. If by Board, to Association, at 108 Stirling Road, Warren, N.J. 07059.
- F. 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 XVII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Principals and Supervisors Association as said employees individually and voluntarily authorize the

Board to deduct. Such deductions shall be made in compliance with Chapter 311, Public Laws of 1967 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

Subject to all applicable laws of the State of New Jersey, the Board shall not suspend, discipline or discharge any employee except for good and just cause.


ARTICLE XIX

AMENDMENT AND DURATION OF CONTRACT

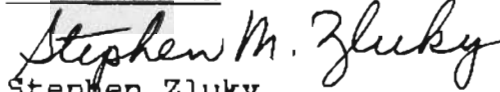
- A. In the negotiations leading to the signing of this contract, all parties interested had the right and opportunity to discuss all matters which may be the subject of collective bargaining. This Agreement constitutes the entire understanding of the parties. During the term of this agreement, neither party shall be obligated to bargain with respect to any subject or matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time of negotiation or execution of the Agreement.
- 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. This Contract, except for salaries, other monetary items, and as provided in Article VII-D, shall remain in full force and effect from July 1, 1989, to June 30, 1991, subject to the parties right to initiate negotiations over a successor Agreement as provided in Article II.
- D. This Agreement shall not be extended and it is expressly understood that it will expire on the date indicated except as provided in paragraph E. below.
- E. If at the time this Agreement would otherwise terminate the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the Agreement would otherwise have terminated.

Signed and Accepted this 6 day of June, 1991.

BOARD


William Strand
President
Regional High School
Board of Education

ASSOCIATION


Stephen Zlucky
President, Watchung Hills
Regional High School Principal
And Supervisor's Association