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AGREEMENT

BY AND BETWEEN THE

EAST WINDSOR REGIONAL

BOARD OF EDUCATION

AND

THE

HIGHTSTOWN EDUCATION

ASSOCIATION

July 1, 1979 to June 30, 1982

LEONARD
Institute of Management and
Labor Relations

July 4 1981

RUTGERS UNIVERSITY

THIS AGREEMENT, entered into this day of , 1979 by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the HIGHTSTOWN EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION".

WITNESSETH:

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

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

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

ARTICLE I - RECOGNITION

- A. The BOARD hereby recognizes the ASSOCIATION for the years 1979-1982 as the exclusive representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 concerning grievances and terms and conditions of employment for certificated personnel under contract by the BOARD in the following job categories:

Classroom Teachers	Social Workers
Nurses	Specialist Teachers
Guidance Counselors	Content Specialists
Librarians	School Psychologists
Home Instruction Teachers	Learning Disabilities Teacher Consultants

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

ARTICLE II - FUTURE NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than 120 days prior to the final budget submission date required of the BOARD of Education.

- 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. Definitions

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

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, 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

1. Level one -

(a) Any professional employee who has a grievance shall discuss it first with his/her immediate superior and then his/her Principal 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 employee within 5 school days, he/she shall set forth his/her complaint in writing to the Principal. The Principal shall communicate his/her decision to the employee in writing within 3 school days of receipt of the written complaint.

2. Level two -

The professional employee may appeal the principal's decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The Chief School Administrator shall request a report on the grievance from the principal in writing, shall confer with the concerned parties, and, upon request, with the employee or principal separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Chief School Administrator shall communicate his/her decision in writing, along with supporting reasons, to the employee and the principal.

3. Level three -

(a) If the grievance is not settled after reaching the Chief School Administrator, the matter may be referred to the Professional Relations Committee of the ASSOCIATION. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the parties concerned in writing of that determination.

(b) If the Professional Relations Committee determines that the grievance has merit, it shall recommend that the grievance be heard by the BOARD.

(c) If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the Chief School Administrator, and the BOARD.

(d) An employee whose grievance has been determined to be without merit by the Professional Relations Committee shall retain the right to appeal in writing to the BOARD, within 10 school days of the determinations by the Professional Relations Committee.

4. Level four -

(a) If the grievance is not solved to the professional employee's 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.

5. Level five -

(a) Any grievance supported by the Professional Relations Committee and not resolved to the satisfaction of the employee after review by the Committee of the BOARD shall, at the request of the Professional Relations Committee, be submitted to arbitration by the American Arbitration Association.

The following procedure will be used to secure the services of an arbitrator:

(a) A joint request will be made to the American Arbitration Association 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 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 or any policy of the BOARD. The decision of the arbitrator shall be final and binding. Only the BOARD and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, shall be borne equally by the BOARD and the professional employees.

(d) All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

6. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein 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.

7. Rights of Teachers to Representation

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

8. Reprisals

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

9. Group Grievance

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall commence at Level Two of the Grievance Procedure.

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

ARTICLE IV - RIGHTS OF THE PARTIES

- A. The Management of the East Windsor Regional Board of Education and the direction of its employees, including the right to hire, suspend, discharge for just cause, promote, demote, transfer employees, are recognized to be in the Board of Education except as otherwise provided in this agreement. However, nothing contained herein shall be construed to deny or restrict to any teacher or the Board such rights as each may have under New Jersey School Laws or other applicable laws and regulations.
- B. There shall be no discrimination, interference, restraint or coercion by the Board of Education or the Association or any of its representatives against members of the Association because of their membership or lack of membership in the Association. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.

- C. The Association shall have the right to use school mailboxes and inter-school mail facilities. (A courtesy copy of non-confidential material shall be forwarded to the Chief School Administrator and Principal). The responsibility for the contents of communications rests wholly with the author.

The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association material. In the posting of the Association materials and the use of mailboxes, all such material will be published on official Association stationery and dated. Such material shall be presumed to be authorized by the Association.

- D. The Association shall have the right to use school facilities and equipment after school hours with prior approval of the Community Education Principal. Such approval shall not be unreasonably withheld. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.
- E. The teachers shall maintain the exclusive right and responsibility to determine grades of students within the grading policies of the East Windsor Regional School District.
- F. Whenever any teacher is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, or employment, or salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons of such a meeting or interview and shall be entitled to have a representative of his/her choosing present to advise him/her during such a meeting or interview.

Any questions or criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be performed with all due professional courtesy.

- G. Information: The Board agrees to make available at no cost to the Association, in response to reasonable requests from time-to-time, all available information concerning the educational program and the financial resources of the district that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request.
- H. Bulletin Boards: The Association shall have, in each school building, the partial use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Association notices provided copies are presented in advance for posting to the appropriate administrator. All such material will be published on official Association stationery and shall be presumed to be authorized by the Association and dated.

- I. Release time for meetings: Whenever a representative of the Association is requested/required, by the Chief School Administrator, to participate during working hours in negotiations and/or grievance proceedings, he/she shall suffer no loss in pay.
- J. The Board and the Association agree to share equally in the cost of reproducing this agreement as arranged, if contracted with out-of-district printer.
- K. The personal life of a teacher shall not affect the teacher's employment except as it may prevent the teacher from performing his/her assigned functions.

ARTICLE V - WORK YEAR

- A. The Chief School Administrator will consult with representatives of the Association before recommending the school calendar for the next school year. Final determination of the school calendar will rest with the Board.
- B. The teacher work year shall consist of one hundred eighty-five (185) in school work days which may not begin before September 1 or end after June 30, except for the present employee orientation programs held each year.
- C. The in-school work year for Content Specialists, LDTC and School Psychologists shall be as defined in "B" above with modifications as outlined in Article X of this Agreement.
- D. Teachers as defined in this Agreement are employed for the school year commencing September 1 and ending June 30 subject to such reduction in time as may result from prior completion of all teacher assignments and responsibilities but shall not exceed the normal teacher's work year.

ARTICLE VI - TEACHING CONDITIONS

- A. Teachers may be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to clock-in or clock-out by hours or minutes. For safety purposes, however, and unless other arrangements are made with the individual building principals, teachers are expected to be in the school buildings at least fifteen (15) minutes before the official arrival time of students at the beginning of the school day and to remain in the school building at the end of such day at least fifteen (15) minutes after the students have been dismissed. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his/her recognized professional responsibility to assist students after school has been dismissed when such help is needed or requested. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day, except that the dismissal time for those teachers assigned bus duty, or other similar responsibilities, on Fridays and days preceding holidays, shall be the same as for other work days.

The Work day for School Psychologists and LDTTC shall commence at 8:30 a.m. and conclude at 4:00 p.m.

In no case shall the work day for other teachers exceed 7 hours 15 minutes including lunch, except as outlined in "D" of this article.

- B. Teaching schedules shall remain under the authority of the building principal. Schedules for LDTTC and School Psychologists shall be under the authority of the Assistant Superintendent, Instruction, in consultation with the building Principals and Director, Special Services and Student Services.
- C. Teachers shall have a duty free lunch period of at least thirty (30) minutes.
- D. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days each month. School Psychologists, LDTTC and Content Specialists will be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings five (5) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is needed by mutual agreement the time may be extended.
- E. Appointment to extra-curricular activities shall be offered and accepted without coercion either way, yearly.
- F. Participation in overnight field trips shall be on a voluntary basis only.

ARTICLE VII - STAFF PUPIL RATIO

- A. A desired narrow range and an upper limit for the maximum number of children per professional member in grades K-12 shall be determined by the Board with the advice of the Chief School Administrator and his/her professional staff. A desired narrow range for the minimum number of children in each class in grades K-12 and a lower limit for grades 9-12 shall also be determined by the Board with the advice of the Chief School Administrator and his/her staff.
- B. The desired maximum for staff ratio will be adhered to more closely as the number of units at any level or in any course increases.
- C. Maximum staff ratio for units shall range from lowest to highest in the following order: (1) Grades (K-2), (2) Grades (6-8), (3) Grades (3-5), (4) Grades (9-12).
- D. Enrollment in classes which are clearly designated as experimental shall be allowed to fall somewhat below established lower limits for a period of one year, after which the results of the experiment shall be ascertained and a new decision made concerning any further experimentation.

- E. In recommending an additional course, the Chief School Administrator must have a definite expectation that enrollment in such a course will rise to the established lower limit within a period of four successive years from the time the course is first offered.
- F. The Board agrees that the staff-pupil ratio shall always be exercised in a reasonable and judicious manner.
- G. Staff-pupil ratio is defined as the number of students per staff member per unit.
- H. Any classroom teacher shall have the right in the event that teacher considers a class to be too large in size to discuss that matter with his/her Unit Leader and/or House Leader then with his/her Principal, and if the problem is not informally solved on those levels to discuss the matter with the Chief School Administrator of Schools. If the matter is not resolved within ten (10) days after the discussion with the Chief School Administrator then the teacher shall have the right to present this problem to the Board of Education for the Board's consideration. The Board shall set forth its decision with reasons therefor in writing.
- I. The Board agrees to maintain a list of substitute teachers who shall be provided with appropriate orientation by the administration.

ARTICLE VIII - NON-TEACHING DUTIES

- A. Teacher Assistants, Teacher Aides, ISC Technicians and other non-certificated personnel employed by the Board shall perform such non-teaching duties as are assigned to them by their respective Unit/House Leader under the general supervision of the Principal.

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

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

ARTICLE IX - TERMS AND CONDITIONS OF EMPLOYMENT

The Board reserves to itself the general mandatory powers and duties as defined in Title 18A:11-1:

"Make, amend and repeal rules, not inconsistent with this Title or with the rules of the State Board or its own government and the transaction of its business and for the government and management of public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees,... perform all acts and do all things, consistent with the law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district."

Consistent with Title 18A:11-1 and Chapter 123, Public Laws of New Jersey 1974, present BOARD policies relating to terms and conditions of employment shall remain in force during the contract period.

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

A. Certification

1. The Board agrees to hire only those teachers approved as certified by the State Board of Examiners.
2. Notification: Upon employment, the Board shall notify the Association in writing, the certificates and degrees held and the address of each new teacher.
3. Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.
 - (a) When school is in session notices of vacancies will be posted within four (4) days, in each school, following the regular Board of Education meeting in which the vacancies were determined.
 - (b) Notice of vacancy will include grade and/or subject area, school, effective date and procedure for applying.

- (c) During summer vacation, notice of vacancy will be posted as in a & b above with copy forwarded directly to Association President at his/her home address.
 - (d) Teachers who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their names to the Chief School Administrator, together with the positions for which they desire to apply, and an address where they can be reached during the summer. The Chief School Administrator shall notify such teacher of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, but in no event less than fourteen days before the final date when application must be submitted. In addition, within the same time period, the Chief School Administrator shall post a list of positions to be filled during the summer period at the administration office and in each school. A copy of said notice shall be forwarded to the Association President.
4. Notification of Contract and Salary: Members of the Association shall be notified of their Contract and Salary in accordance with NJSA: 18A:27-10.

ARTICLE X - SALARIES

SCHEDULE "A"

The Salaries for each of the years (1979-1980; 1980-1981; 1981-1982) of this agreement shall be according to the following guides:

Whenever an individual accepts office, position or employment as a teacher in this district, his/her initial place on the salary schedule shall be determined by the amount of credit for prior teaching and military experience up to and including 7 years.

ARTICLE X - SALARY

SCHEDULE "A"

1979-1980

Step	BA	BA + 30	MA	MA + 30	DR
1	11,550	11,950	12,350	12,850	13,550
2	11,718	12,151	12,550	13,010	13,713
3	11,886	12,319	12,731	13,164	13,867
4	12,096	12,528	12,955	13,388	14,091
5	12,454	12,887	13,310	13,742	14,446
6	12,805	13,238	13,700	14,133	14,836
7	13,265	13,699	14,164	14,597	15,301
8	13,698	14,131	14,648	15,081	15,784
9	14,220	14,652	15,230	15,663	16,366
10	14,681	15,113	15,672	16,104	16,808
11	15,370	15,803	16,235	16,668	17,372
12	16,038	16,471	16,997	17,430	18,133
13	16,806	17,238	17,792	18,225	18,929
14	18,263	18,696	19,272	19,704	20,408
15	19,969	20,402	21,011	21,444	22,147

ARTICLE X - SALARY

SCHEDULE "A"

1980-1981

STEP	BA	BA + 30	MA	MA + 30	DR
1	\$ 12,230	\$ 12,690	\$ 13,120	\$ 13,620	\$ 14,370
2	12,410	12,870	13,310	13,810	14,560
3	12,590	13,050	13,500	14,000	14,750
4	12,770	13,230	13,690	14,190	14,940
5	13,000	13,460	13,930	14,430	15,180
6	13,380	13,840	14,310	14,810	15,560
7	13,760	14,220	14,730	15,230	15,980
8	14,260	14,720	15,230	15,730	16,480
9	14,720	15,180	15,750	16,250	17,000
10	15,280	15,740	16,370	16,870	17,620
11	15,780	16,240	16,850	17,350	18,100
12	16,520	16,980	17,450	17,950	18,700
13	17,240	17,700	18,280	18,780	19,530
14	18,070	18,530	19,150	19,650	20,400
15	21,450	21,910	22,550	23,050	23,800

ARTICLE X - SALARY

SCHEDULE "A"

1981-1982

STEP	BA	BA + 30	MA	MA + 30	DR
1	\$ 12,930	\$ 13,480	\$ 13,980	\$ 14,580	\$ 15,330
2	13,120	13,670	14,190	14,790	15,540
3	13,310	13,860	14,400	15,000	15,750
4	13,500	14,050	14,610	15,210	15,960
5	13,690	14,240	14,820	15,420	16,170
6	13,940	14,490	15,080	15,680	16,430
7	14,350	14,900	15,490	16,090	16,840
8	14,760	15,310	15,940	16,540	17,290
9	15,290	15,840	16,470	17,070	17,820
10	15,790	16,340	17,030	17,630	18,380
11	16,390	16,940	17,700	18,300	19,050
12	16,920	17,470	18,210	18,810	19,560
13	17,710	18,260	18,860	19,460	20,210
14	18,480	19,030	19,740	20,340	21,090
15	20,740	21,290	22,040	22,640	23,390
16	23,000	23,550	24,350	24,950	25,700

1979-82

ARTICLE X - SALARY

SCHOOL PSYCHOLOGISTS AND LEARNING DISABILITIES TEACHER CONSULTANTS (LDTc)

SCHEDULE "B"

1. The total salary for each employee employed in those two (2) positions shall be calculated as follows:
 - (a) The employees' place on the staff teachers guide as calculated in schedule "A" plus a 20% stipened to equal a total salary as outlined in schedule "B".
 - (b) In school work days shall be the same as that for staff teachers plus any remaining work days through June 30 of each agreement year.
 - (c) Additional compensation in the amount of \$500 shall be provided if appointed as coordinator of Child Study Team.

ARTICLE X - SCHEDULE "B"

STEP	BA	STIPEND	TOTAL SALARY	BA+30	STIPEND	TOTAL SALARY	MA	STIPEND	TOTAL SALARY	MA+30	STIPEND	TOTAL SALARY	DR	STIPEND	TOTAL SALARY
1	11,550	2,310	13,860	11,950	2,390	14,340	12,350	1,970	14,820	12,850	2,570	15,420	13,550	2,710	16,260
2	11,718	2,344	14,062	12,151	2,430	14,581	12,550	2,510	15,060	13,010	2,602	15,612	13,713	2,743	16,456
3	11,886	2,372	14,263	12,319	2,464	14,783	12,731	2,546	15,277	13,164	2,633	15,797	13,867	2,773	16,640
4	12,096	2,419	14,515	12,528	2,506	15,034	12,955	2,591	15,546	13,388	2,678	16,066	14,091	2,818	16,909
5	12,454	2,491	14,945	12,887	2,577	15,464	13,310	2,662	15,972	13,742	2,748	16,490	14,446	2,889	17,335
6	12,805	2,561	15,366	13,238	2,648	15,886	13,700	2,740	16,440	14,133	2,827	16,960	14,836	2,967	17,803
7	13,265	2,653	15,918	13,699	2,740	16,439	14,164	2,833	16,997	14,597	2,919	17,516	15,301	3,060	18,361
8	13,698	2,740	16,438	14,131	2,826	16,957	14,648	2,930	17,578	15,081	3,016	18,097	15,784	3,157	18,941
9	14,220	2,844	17,064	14,652	2,930	17,582	15,230	3,046	18,276	15,663	3,133	18,796	16,366	3,273	19,639
10	14,681	2,936	17,617	15,113	3,023	18,136	15,672	3,134	18,806	16,104	3,221	19,325	16,808	3,362	20,170
11	15,370	3,074	18,444	15,803	3,161	18,964	16,235	3,247	19,482	16,668	3,334	20,002	17,372	3,474	20,846
12	16,038	3,208	19,246	16,471	3,294	19,765	16,997	3,399	20,396	17,430	3,486	20,916	18,133	3,627	21,760
13	16,806	3,361	20,167	17,238	3,448	20,686	17,792	3,558	21,350	18,225	3,645	21,870	18,929	3,786	22,715
14	18,263	3,653	21,916	18,696	3,739	22,435	19,272	3,854	23,126	19,704	3,941	23,645	20,408	4,082	24,490
15	19,969	3,994	23,963	20,402	4,080	24,482	21,011	4,202	25,213	21,444	4,289	25,733	22,147	4,429	26,576

1979-82

ARTICLE X - SALARY

CONTENT SPECIALISTS

SCHEDULE "C"

The calculation of salaries for Content Specialists shall apply to all Content Specialists if employed each school year, or portion thereof, of this agreement September 1, 1979 to June 30, 1980; September 1, 1980 to June 30, 1981; September 1, 1981 to June 30, 1982.

A. CALCULATION:

1. The salaries for Content Specialists shall be calculated by establishing the Content Specialist position on the staff teachers salary guide, as negotiated, for each year of this agreement.
2. Each Content Specialist shall be paid an additional stipend of 5% of their staff teacher salary for the added responsibility of this position.
3. Any Content Specialist employed during the 1978-79 school year shall have guaranteed to him/her the difference between his/her 78-79 staff teacher salary and his/her 78-79 Content Specialist salary.

This difference will be added to the staff teacher salary each of the years 1979-82 if it is greater than 5%.

B. ADDITIONAL WORK DAYS

1. Additional work days when required beyond 185, will be compensated at the rate of 2/3 of 1% of the Content Specialist staff teacher salary per diem rate.
2. If additional work days are required, they will be requested by the building Principal, to which the Content Specialist is assigned, with the approval of the Chief School Administrator.
3. A thirty (30) day notice will be given to a Content Specialist when additional work days, are requested by the building Principal, or less time if mutually agreed to between the building Principal and the Content Specialist.

1979-1982

ARTICLE X - SALARY

EXTRA CURRICULAR SALARIES

ATHLETIC & NON ATHLETIC

SCHEDULES "D, E, & F"

1. For each year of this agreement, 1979-80; 1980-81; 1981-82, the salaries in these schedules shall be improved at the rate of 6% each year.
2. The following extra curricular positions, non-athletic, shall be added to the High School and salaries for these positions shall be calculated as follows:
 - (a) Assistant Band Director - Salary to be 60% of the High School Band Director's salary.
 - (b) Student Council Advisor - Salary to reflect that which currently covers the position of District AVA Director.
3. The following extra curricular position, non-athletic, shall be deleted from the High School.
 - (a) District AVA Director.
4. Salary advancement is to be determined by the number of years experience in that position. Experience in the position of assistant coach, director, advisor, etc., shall be included in the calculation when an individual is promoted to the position of head coach, director, advisor, etc., in the same sport or category.

SCHEDULE "D"

COACHES 9-12 - 1979-1980

SPORT	1 year	2 years	3 years	4 years	5 years
Soccer (Head)	1160	1215	1270	1325	1381
(Assistants)	695	729	762	796	828
FOOTBALL (Head)	1491	1602	1712	1822	1932
(Assistants)	895	960	1027	1093	1160
BASKETBALL (Head)	1436	1547	1656	1766	1877
(Assistants)	862	960	1027	1093	1160
TRACK (Head)	1215	1270	1325	1381	1436
(Assistants)	729	762	796	828	862
BASEBALL (Head)	1160	1215	1270	1325	1381
(Assistants)	695	729	762	796	828
CROSS COUNTRY (Head)	883	938	994	1049	1209
INDOOR TRACK (Head)	883	938	994	1049	1209
GOLF (Head)	883	938	994	1049	1209
WRESTLING (Head)	1436	1547	1656	1766	1877
(Assistants)	862	960	1027	1093	1160
GIRLS FIELD HOCKEY (Head)	1160	1215	1270	1325	1381
(Assistants)	695	729	762	796	828
GIRLS BASKETBALL (Head)	1436	1547	1656	1766	1877
(Assistants)	862	960	1027	1093	1160
GIRLS SOFTBALL (Head)	1160	1215	1270	1325	1381
(Assistants)	695	729	762	796	828
CHEERLEADERS (Fall-Head)	773	828	883	938	960
(Fall Assistants)	464	497	530	563	597
CHEERLEADERS (Winter-Head)	773	828	883	938	960
(Winter Assistants)	464	497	530	563	597
GIRLS TENNIS (Head)	883	938	994	1094	1209
GIRLS TRACK (Head)	1215	1270	1325	1381	1436
(Assistants)	729	762	796	828	862
GIRLS SOCCER (Head)	1160	1215	1270	1325	1381
(Assistants)	695	729	762	796	828
ATHLETIC DIRECTOR	1656	1877	2098	2319	2540

SCHEDULE "D"

COACHES 9-12 - 1980-1981

<u>SPORT</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
SOCCER (Head)	1229	1288	1346	1405	1464
(Assistants)	737	773	808	844	878
FOOTBALL (Head)	1581	1698	1813	1931	2048
(Assistants)	948	1018	1089	1158	1229
BASKETBALL (Head)	1522	1639	1755	1872	1990
(Assistants)	913	1018	1089	1158	1229
TRACK (Head)	1288	1346	1405	1464	1522
(Assistants)	773	808	844	878	913
BASEBALL (Head)	1229	1288	1346	1405	1464
(Assistants)	737	773	808	844	878
CROSS COUNTRY (Head)	936	994	1054	1112	1281
INDOOR TRACK (Head)	936	994	1054	1112	1281
GOLF (Head)	936	994	1054	1112	1281
WRESTLING (Head)	1522	1639	1755	1872	1990
(Assistants)	913	1018	1089	1158	1229
GIRLS FIELD HOCKEY (Head)	1229	1288	1346	1405	1464
(Assistants)	737	773	808	844	878
GIRLS BASKETBALL (Head)	1522	1639	1755	1872	1990
(Assistants)	913	1018	1089	1158	1229
GIRLS SOFTBALL (Head)	1229	1288	1346	1405	1464
(Assistants)	737	773	808	844	878
CHEERLEADERS (Fall-Head)	819	878	936	994	1018
(Fall Assistants)	492	523	562	597	633
CHEERLEADERS (Winter-Head)	819	878	936	994	1018
(Winter Assistants)	492	523	562	597	633
GIRLS TENNIS (Head)	936	994	1054	1112	1281
GIRLS TRACK (Head)	1288	1346	1405	1464	1522
(Assistants)	773	808	844	878	913
GIRLS SOCCER (Head)	1229	1288	1346	1405	1464
(Assistants)	737	773	808	844	878
ATHLETIC DIRECTOR	1755	1990	2224	2458	2692

SCHEDULE "D"

COACHES 9-12 - 1981-1982

<u>SPORT</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Soccer (Head)	1303	1365	1427	1489	1552
(Assistants)	781	819	856	894	931
Football (Head)	1676	1800	1922	2047	2171
(Assistants)	1005	1079	1154	1228	1303
Basketball (Head)	1614	1738	1860	1984	2109
(Assistants)	968	1079	1154	1228	1303
Track (Head)	1365	1427	1489	1552	1614
(Assistants)	819	856	894	930	968
Baseball (Head)	1303	1365	1427	1489	1552
(Assistants)	781	819	856	894	931
Cross Country (Head)	992	1054	1117	1179	1358
Indoor Track (Head)	992	1054	1117	1179	1358
Golf (Head)	992	1054	1117	1179	1358
Wrestling (Head)	1614	1738	1860	1984	2109
(Assistants)	968	1079	1154	1228	1303
Girls Field Hockey (Head)	1303	1365	1427	1489	1552
(Assistants)	781	819	856	894	931
Girls Basketball (Head)	1614	1738	1860	1984	2109
(Assistants)	968	1079	1154	1228	1303
Girls Softball (Head)	1303	1365	1427	1489	1552
(Assistants)	781	819	856	894	931
Cheerleaders (Fall-Head)	868	930	992	1054	1079
(Fall Assistants)	522	559	596	632	671
Cheerleaders (Winter-Head)	868	930	992	1054	1079
(Winter-Assistants)	522	559	596	632	671
Girls Tennis (Head)	992	1054	1117	1179	1358
Girls Track (Head)	1365	1427	1489	1552	1614
(Assistants)	819	856	894	930	968
Girls Soccer (Head)	1303	1365	1427	1489	1552
(Assistants)	781	819	856	894	931
Athletic Director	1860	2109	2357	2606	2854

SCHEDULE "E"

COACHES 6-8 - 1979-1980 ONE POSITION EACH, HIS & MHK

<u>POSITION</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
SOCCER (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
BASKETBALL (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
BASEBALL (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
INTRAMURAL FOOTBALL	184	202	232	277	324
INTRAMURAL BASKETBALL	184	202	232	277	324
TRACK (Boys)	245	269	306	356	417
TRACK (Girls)	245	269	306	356	417
WRESTLING (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
CHEERLEADER (Year)	573	637	701	797	893
GIRLS HOCKEY (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
GIRLS BASKETBALL (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
GIRLS SOFTBALL (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
GIRLS GYMNASTICS	255	281	319	370	434
GIRLS TENNIS (Head)	614	651	699	761	828
(Assistants)	429	454	491	540	583
PROGRAM DIRECTOR	245	269	306	356	417

SCHEDULE "E"

COACHES 6-8 - 1980-1981 ONE POSITION EACH, HIS & MHK

<u>POSITION</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
SOCCER (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
BASKETBALL (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
BASEBALL (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
INTRAMURAL FOOTBALL	196	215	246	293	344
INTRAMURAL BASKETBALL	196	215	246	293	344
TRACK (Boys)	260	285	325	378	442
TRACK (Girls)	260	285	325	378	442
WRESTLING (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
CHEERLEADER (Year)	608	675	743	845	946
GIRLS HOCKEY (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
GIRLS BASKETBALL (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
GIRLS SOFTBALL (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
GIRLS GYMNASTICS	271	298	338	392	460
GIRLS TENNIS (Head)	651	690	740	807	878
(Assistants)	455	481	520	572	618
PROGRAM DIRECTOR	260	285	325	378	442

SCHEDULE "E"

COACHES 6-8 - 1981-1982 ONE POSITION EACH, HIS & MHK

<u>POSITION</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Soccer (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
BASKETBALL (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
BASEBALL (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
INTRAMURAL FOOTBALL	207	227	261	311	364
INTRAMURAL BASKETBALL	207	227	261	311	364
TRACK (Boys)	275	303	344	400	468
TRACK (Girls)	275	303	344	400	468
WRESTLING (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
CHEERLEADER (Year)	644	716	787	896	1003
GIRLS HOCKEY (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
GIRLS BASKETBALL (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
GIRLS SOFTBALL (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
GIRLS GYMNASTICS	287	316	358	416	487
GIRLS TENNIS (Head)	690	731	785	855	930
(Assistants)	482	510	551	606	655
PROGRAM DIRECTOR	275	303	344	400	468

SCHEDULE "F"

EXTRA PAY FOR EXTRA SERVICES 1979-1980

<u>POSITION</u>	<u>1 year</u>	<u>2 years</u>	<u>3-years</u>	<u>4 years</u>	<u>5 years</u>
COORDINATOR OF ACTIVITIES	798	828	859	920	982
H.S. STUDENT COUNCIL ADVISOR	798	828	859	920	982
DATA PROCESS DIRECTOR	798	828	859	920	982
H.S. BAND	890	920	951	1012	1074
(Assistant)	534	552	571	607	644
H.S. YEARBOOK (Lit.)	798	828	859	920	982
H.S. YEARBOOK (Bus.)	429	461	491	551	614
H.S. NEWSPAPER (Lit.)	798	828	859	920	982
H.S. NEWSPAPER (Bus.)	429	461	491	551	614
H.S. DRAMA DIRECTOR	798	828	859	920	982
(Assistants)	277	306	337	399	461
H.S. SR. PLAY ASSISTANTS	491	522	551	614	675
H.S. MUSICAL	798	828	859	920	982
H.S. STAGE PROPS & SCENERY	798	828	859	920	982
H.S. MARCHING BAND	306	337	369	429	461
CLASS ADVISOR SR.	214	214	214	214	245
CLASS ADVISOR JR.	214	214	214	214	245
6-8 NEWSPAPERS	798	828	859	920	982
6-8 CHORUSES	491	522	551	614	675
6-8 PROPS & SCENERY	245	277	306	369	429
6-8 BANDS	798	828	859	920	982
6-8 PLAY DIRECTORS	491	522	551	614	675
6-8 PLAY ASSISTANTS	245	277	306	369	429
6-8 STUDENT COUNCIL ADVISOR	614	643	675	736	798

SCHEDULE "F"

EXTRA PAY FOR EXTRA SERVICES 1980-1981

<u>POSITION</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
COORDINATOR OF ACTIVITIES	846	878	910	975	1040
H.S. STUDENT COUNCIL ADVISOR	846	878	910	975	1040
DATA PROCESS DIRECTOR	846	878	910	975	1040
H.S. BAND	944	975	1008	1073	1138
(Assistant)	566	585	605	644	683
H.S. YEARBOOK (Lit.)	846	878	910	975	1040
H.S. YEARBOOK (Bus.)	455	489	520	584	651
H.S. NEWSPAPER (Lit.)	846	878	910	975	1040
H.S. NEWSPAPER (Bus.)	455	489	520	584	651
H.S. DRAMA DIRECTOR	846	878	910	975	1040
(Assistants)	293	325	357	422	489
H.S. SR. PLAY ASSISTANTS	520	553	584	651	716
H.S. MUSICAL	846	878	910	975	1040
H.S. STAGE PROPS & SCENERY	846	878	910	975	1040
H.S. MARCHING BAND	325	357	391	455	489
CLASS ADVISOR SR.	227	227	227	227	260
CLASS ADVISOR JR.	227	227	227	227	260
6-8 NEWSPAPERS	846	878	910	975	1040
6-8 CHORUSES	520	553	584	651	716
6-8 PROPS & SCENERY	260	293	325	391	455
6-8 BANDS	846	878	910	975	1040
6-8 PLAY DIRECTORS	520	553	584	651	716
6-8 PLAY ASSISTANTS	260	293	325	391	455
6-8 STUDENT COUNCIL ADVISOR	651	682	716	780	846

SCHEDULE "F"

EXTRA PAY FOR EXTRA SERVICES 1981-1982

<u>POSITION</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
COORDINATOR OF ACTIVITIES	897	930	965	1034	1103
H.S. STUDENT COUNCIL ADVISOR	897	930	965	1034	1103
DATA PROCESS DIRECTOR	897	930	965	1034	1103
H.S. BAND	1000	1034	1068	1137	1206
(Assistant)	600	620	641	682	724
H.S. YEARBOOK (Lit.)	897	930	965	1034	1103
H.S. YEARBOOK (Bus.)	482	518	551	619	690
H.S. NEWSPAPER (Lit.)	897	930	965	1034	1103
H.S. NEWSPAPER (Bus.)	482	518	551	619	690
H.S. DRAMA DIRECTOR	897	930	965	1034	1103
(Assistants)	311	344	379	448	518
H.S. SR. PLAY ASSISTANTS	551	586	619	690	759
H.S. MUSICAL	897	930	965	1034	1103
H.S. STAGE PROPS & SCENERY	897	930	965	1034	1103
H.S. MARCHING BAND	344	379	415	482	518
CLASS ADVISOR SR.	241	241	241	241	275
CLASS ADVISOR JR.	241	241	241	241	275
6-8 NEWSPAPERS	897	930	965	1034	1103
6-8 CHORUSES	551	586	619	690	759
6-8 PROPS & SCENERY	275	311	344	414	482
6-8 BANDS	897	930	965	1034	1103
6-8 PLAY DIRECTORS	551	586	619	690	759
6-8 PLAY ASSISTANTS	275	311	344	414	482
6-8 STUDENT COUNCIL ADVISOR	690	723	759	827	897

ARTICLE XI - TEACHER ASSIGNMENT AND TRANSFER

- A. Every effort shall be made to give all teachers written notice of their salary, schedules, class and/or subject assignment, and building assignments for the forthcoming year not later than the last day of school for teachers when administratively feasible.
- B. Teacher assignments in the district shall be within the areas of preparation as certified by the State of New Jersey.
- C. In the event that changes in such schedules, class and/or subject assignments are proposed after July 1, any teacher affected shall be notified promptly.
- D. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of seventeen (17) cents per mile.
- E. Teachers who desire a change in assignment or transfer to another building may file a written statement of such desire with the Chief School Administrator not later than April 15. 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/she desires to be transferred, in order of preference. The best interests of the school system, the instructional requirements and the wishes of the individual teacher shall be considered in the determination of requests for voluntary reassignment and/or transfer.
- F. Written requests for change in assignment and/or transfer will remain on file in the office of the Assistant Superintendent for Personnel and Training until withdrawn by employee or acted upon.
- G. No later than April 1 of each school year, the Chief School Administrator shall post in all school buildings a list of all known vacancies and those which are anticipated for the following school year.

ARTICLE XII - TEACHER EVALUATION

- A. The evaluation of teaching in our school system shall be cooperative and constructive with the full knowledge of the teacher. No prior notice need be given. Its major purpose is the improvement of the total teacher-learning situation. Supervisors and teachers shall work together to study factors in the learning situation, and then plan and work for improvement.
- B. A teacher shall be given a copy of any class visit evaluation report prepared by an administrator or supervisor. 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. The teacher's signature on an evaluation report shall indicate that he/she has read the report.

- C. The teacher shall have the right to reply to the evaluation in writing and should have the same attached to the evaluation file copy.
- D. No material shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer to such material shall be reviewed by the Chief School Administrator or his/her designee and attached to the file copy.
- E. The very nature of supervision requires that all supervisory activities on the part of supervisors be done in spirit of friendliness and cooperation. Visits to any classroom should not be heralded by any introduction or other formality. The classes should continue as usual. A conference should follow the visit. Either party shall initiate a conference if either considers it necessary. Teachers should feel free to request additional help and guidance whenever they feel that help would be beneficial.
- F. The evaluator must be clearly identified as an evaluator. The Chief School Administrator's delegation of authority for evaluation extends to persons certified by the New Jersey Board of Examiners to supervise instruction.
- G. Evaluations are available only to the teacher and administration.
- H. Should a teacher refuse to sign material referred to in this Article, the evaluator shall invite the President of the HEA or his/her designee to witness the fact and the opportunity to affix his/her signature acknowledging that the opportunity was presented; and said President or his/her designee shall sign to indicate his/her knowledge of the circumstances.
- I. Any written material contained in a teacher's personnel file which a teacher has not had an opportunity to review, rebut, and sign shall not be used in any proceeding against that teacher.
- J. A teacher, upon request, shall have the right to review the contents of his/her personnel file.
- K. EVALUATION: JOB TARGET PORTION - CONTENT SPECIALISTS

1. Guidelines

- a. Each Content Specialist will set down for him/herself those targets within the realm of his/her job description which he/she intends to concentrate upon achieving during the course of the ensuing year and what will be cited as indicators that represent the achievement of these targets. (Perhaps three or four targets.) This will be a narrative beginning with "My targets for the year are" This will be done on the back side of the Content Specialist job description.

- b. Each Content Specialist will provide his/her Unit/House Leader with these targets. The Unit/House Leader will review these targets with the Content Specialist and provide a narrative response beginning with "In addition to what you have identified yourself, targets you should concentrate upon this year are"
- c. By mid-year, each Unit/House Leader will have provided each Content Specialist to whom they have written (2) with a narrative beginning "Your progress thus far this year has been" This narrative would also have a section which will begin "You could progress further in the following ways...."
- d. By Spring, the Principal will have provided each Content Specialist with a narrative beginning "My judgment of your performance this year is"

2. Procedures

- a. Each Content Specialist will have provided his/her Unit/House Leader with (1) above by September 15.
- b. Each Unit/House Leader will have provided his/her Content Specialists with (2) above by October 15.
- c. Each Unit/House Leader will have provided his/her Content Specialist with (3) above by January 15.
- d. Each Principal will have provided each Content Specialist with (4) above by April 1 and (4) above shall be included as part of the Principal's overall evaluation of the Content Specialist's performance.
- e. All narratives will be written on the blank side of the Content Specialist job description with copies to Principal.
- f. The Principal will share with each Content Specialist his/her judgments of the Content Specialist's performance and the Principal will meet with the Chief School Administrator thereafter as required. Decisions at that time will include an examination of the narratives outlines above. (In no way will any of these procedures preclude the authority the Principal has now to recommend for re-employment or de-employment of any Content Specialist at any time of the year.)

ARTICLE XIII - LEAVES OF ABSENCE

Leaves of Absence without pay may be granted to tenured 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.

A. Child Care, Maternity, Paternity, or Adoption:

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

1. This leave of absence may exist for one employee work year and up to one full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.
2. This leave of absence may be shortened upon written request and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
3. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, and approval of, the Board of Education and the administrative staff.

B. Sick Leave

1. All ten month teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of 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. The employee shall provide a doctor's certificate for illness exceeding three (3) consecutive days.
2. After all sick leave allowed under Section 1 above has been used an additional twelve (12) days at employee's pay less substitute's pay will be allowed; but in no case less than half ($\frac{1}{2}$) pay.

3. Whenever the Board employs a teacher who has an unused accumulation of sick leave days in his/her most recent school district, the Board shall grant additional sick leave credit up to a maximum of forty (40) sick leave days. It shall be the responsibility of the teacher to provide a certified accounting of the unused sick leave days within one (1) year of employment. It shall be the responsibility of the East Windsor Regional School District to inform all applicants of these provisions.
4. Teachers shall be given a written accounting of accumulated sick leave days no later than the first day of each school year.
5. Previously accumulated sick leave days shall be restored to all returning personnel.

C. Illness in the Immediate Family Days

1. The Board shall provide 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).
2. The Board shall further provide that, after all such illness in the immediate family days as indicated in the preceeding paragraph are exhausted, an additional seven (7) days per year are provided at half pay.
3. An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

D. Death in the Family Days

1. The Board shall provide five (5) days per event at full pay for a 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.

E. Death in other than the Immediate Family Day

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

F. Marriage Days

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

G. Days for Jury Duty or Subpoena by Court

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

H. Days for other Reasons

The Board shall provide four (4) days leave of absence with pay per year for religious, personal, legal business, household, or family matters which require absence during school hours. Application to the Chief School Administrator for days for other reasons shall be made within 2 days except in cases of emergency; except that a full deduction will be made for absence on the day before or after a vacation. Any decision affecting a teacher's absence for religious purposes shall be subject to the grievance procedure.

I. Sabbatical Leave

DURING THE TERM OF THIS AGREEMENT, (JULY 1, 1979 - JUNE 30, 1982), WILL BE A MORATORIUM PERIOD DURING WHICH TIME NO SABBATICAL LEAVES SHALL BE REQUESTED, REVIEWED OR GRANTED BY AND OF THE BOARD. HOWEVER, THOSE SABBATICAL LEAVES PREVIOUSLY AGREED TO AND APPROVED BY THE BOARD PRIOR TO THIS MORATORIUM PERIOD WILL TAKE EFFECT IN THE 1979-80 SCHOOL YEAR AND BE HONORED BY THE BOARD.

If there are sufficient qualified applicants (teachers for the past year) sabbatical leaves shall be granted to a maximum of two (2) qualified applicants each contract year. The underlying purpose of the sabbatical leave is to improve the teacher's quality of teaching and to enable him/her to gain enriching and broadening experience by professional study, research and personal growth. Major consideration must be given to the benefit which will accrue to the pupils and the community through the individual's growth.

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

Length of Leave - Such leaves of absence shall be for one (1) full academic year or one-half ($\frac{1}{2}$) academic year.

Purpose of Leave - Sabbatical leaves will be granted for the purpose of professional study, research and personal growth.

Application - A written request for a sabbatical leave shall be submitted to the Chief School Administrator prior to March 31st of the school year preceding the academic year for which the leave of absence is desired.

A committee composed of an equal number of staff teachers appointed by the Association and an equal number of representatives appointed by the Chief School Administrator shall screen and endorse candidates for sabbatical leave. This endorsement shall be forwarded to the Board by the Chief School Administrator and approval shall not be withheld by the Board unreasonably.

Applicant's statement of purpose and plan for the sabbatical leave should reflect professional maturity commensurate with ability and experience.

The written application should outline, in detail, the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction, and any additional information which will be helpful in evaluating the request.

The application shall include details of plans for one of the following: (a) Research - the topic, the objectives and the methods to be followed in completing the research; (b) Study - the course and objectives of the program of study; (c) Personal Growth - outline and objectives to be followed.

Evaluation of Application - The Chief School Administrator shall evaluate each request and shall submit a recommendation to the Board.

In making this evaluation, the Chief School Administrator shall give first consideration to those plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the teacher applying for leave.

The Chief School Administrator may request the presence of the applicant at the Board meeting at which the request is to be considered. This will provide the Board with the opportunity to explore to the fullest extent possible the plan and purposes of the teacher.

Condition of Leave - As a condition for the granting of the sabbatical leave, the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of the salary received while on sabbatical that the unfulfilled portion of the two subsequent years' service bears to the full two (2) years. However, the teacher shall be released from such payment if the failure to serve the stipulated two (2) years be due to illness or disability, or if the teacher is discharged from the position. In addition, no repayment will be due from the teacher's estate, if the teacher should expire before the end of the two (2) year period.

Salary and Benefits - A teacher on sabbatical leave shall receive a salary based on the following:

- (a) A teacher on sabbatical leave shall receive a salary equal to 100% of the salary received were the teacher teaching in the school system that year; for 1/2 year's salary for a half year sabbatical or one year's salary for one (1) year sabbatical.

Salary payments will be made on the same basis as for other teachers. From this compensation, regular deductions shall be made for the Teacher's Pension and Annuity Fund, and such other deductions that are required or that have been requested by the teacher, (Article XVIII - Deduction From Salary).

The Board will continue its normal contribution for health insurance and other fringe benefits for the teacher during such leave of absence.

During a sabbatical leave, the teacher shall continue to accumulate sick leave.

The leave of absence shall be counted for purposes of seniority and advancement on the salary guide. A teacher returning from sabbatical leave shall be placed on the step of the appropriate guide he/she would have attained had he/she taught the entire previous year in the school district.

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

Interrupted or Termination of Leave - In the event that injury or illness compels the teacher to interrupt or to terminate the sabbatical leave, the teacher must notify the Chief School Administrator immediately.

Upon receipt of such notification, the Chief School Administrator shall notify the Secretary of the Board and the teacher that the provisions of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification.

The teacher shall have the medical reasons for interruption of the leave verified by a medical doctor, and have a report forwarded to the Chief School Administrator.

Upon release by the teacher's private physician, the teacher will return to regular duty for the remainder of the school year.

For the balance of the academic year, the teacher will be assigned, as needed, at the discretion of the Chief School Administrator within the area in which the teacher is certificated.

In instances where the leave is terminated by illness or injury, the teacher will receive sick pay for a period of time equal to the accumulative sick leave. If the accumulative sick leave is exhausted and the teacher is either unable to resume the leave of absence and carry out the objectives or to return to school, the Board shall determine whether to grant a leave of absence for the balance of the academic year, and under what conditions.

If a leave is abrogated, the teacher shall not be restricted from requesting a leave in any subsequent year.

If a leave is terminated, the teacher's seniority and credit shall continue just as if the sabbatical leave had continued.

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

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

Revocation of Leave - If the Chief School Administrator is convinced that the teacher is not fulfilling the purposes for which the leave was granted, the Chief School Administrator shall report this fact to the Board.

If the Board believes that the leave should be revoked, it shall provide the teacher with a plenary hearing.

After evaluating the merits of the case, the Board shall either continue the leave of absence, or revoke the leave and return the teacher to service.

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

J. Child Care, Maternity/Paternity, or Adoption

These leaves shall be granted consistent with New Jersey Law and the decision and orders of the Division of Civil Rights of the Department of Law of the State of New Jersey.

K. Military Leaves of Absence

1. Brief Military Leave of Absence

- (a) Brief leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually. Such leaves are authorized by Chapter 351 Section 38:23-1 of the New Jersey Statutes amended as follows;

"An officer or employee of the State or a County, School District or Municipality, who is a member of the organized reserve of the Armed Forces of the United States or other Organization affiliated herewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days on which he/she shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee."

- (b) A copy of the military orders shall be filed with the Secretary of the Board.

2. Extended Military Leave of Absence

- (a) Leave of absence for an extended period of time, without pay, will be granted upon request and upon filing a copy of the military orders with the Secretary of the Board. An extended period is defined as any period longer than ninety (90) days.
- (b) Such leaves are authorized according to statute 18:6-13, page 377, third volume of new edition summarized as follows:

"Every person holding a position who has entered the armed forces shall be entitled to all the benefits and be subject to all the terms and conditions of Chapter 119 of the laws of 1941.

Such person shall be entitled to the benefit of any increase in salary during his/her leave of absence which such person would have enjoyed had he/she not entered the service. Such employee shall be granted a leave of absence for the period of such service and have a further period of three months after receiving his/her discharge from the service.

If any such person shall be incapacitated by wound or sickness at the time of his/her discharge from service, his/her leave of absence shall be extended until three (3) months after his/her recovery or until the expiration of two years from the date of his/her discharge from such service, whichever shall first occur. In no case shall such person be discharged or separated from his/her employment during such period of leave of absence because of his/her entry into such service. Such person shall apply therefor before the expiration of his/her leave of absence and provided he/she shall be honorably discharged from such service.

According to the Department of Education, Division of Controversies and Disputes, the Board of Education is responsible for the payment of the employee's pension fund contributions during the time he/she served in the military service."

ARTICLE XIV - INSURANCE PROTECTION

A. Injury Insurance

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

B. Health Insurance

The Board maintains, at Board expense, group health insurance coverages for these employees and dependents as follows: A hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a prescription plan, and a dental plan.

In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of benefits equal to or better than the present contract.

C. Liability Insurance

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

D. Insurance Committee

A committee, comprised of Board and/or administration and the HEA, shall be formed to act during the early part of the 1979-80 school year towards improving insurance coverages for the 1980-81 implementation, within guidelines that will limit district expenditures to the premium dollars paid for current coverage during the 1979-80, plus or minus any 1980-81 premium increase or decrease, and provided that a two (2) year rate guarantee be given by the replacement carrier.

ARTICLE XV - PREPARATION TIME

- A. Every effort will be made to continue the practice of providing preparation time, unless mutually acceptable alternative arrangements are made between the teacher and the building Principal, or in the case of an emergency.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

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

ARTICLE XVII - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board has charged its administration with the responsibilities for the maintenance of procedures which will enhance classroom control and discipline.
- B. Each Principal shall work out particular rules and regulations with his/her professional staff through a building committee, consisting of three (3) Association appointed members and three (3) representatives of the Administration. This committee will report to the staff any changes or additions to the disciplinary procedure.
- C. Each building discipline committee shall discuss and adopt discipline procedures designed to establish proper classroom control geared to the needs of the students and professional staff members.

