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AGREEMENT

between

NEW PROVIDENCE BOARD OF EDUCATION

and

NEW PROVIDENCE EDUCATION ASSOCIATION

JULY 1, 1995 through JUNE 30, 1998

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PREAMBLE

THIS AGREEMENT is entered into this 11TH day of July, 1996 by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter called the "Board" or the "Employer") and the NEW PROVIDENCE EDUCATION ASSOCIATION (hereinafter called the "Association").

ARTICLE I
RECOGNITION

A. Recognition.

1. On September 26, 1968, the non-administrative professional employees of the New Providence school district authorized and designated the New Providence Education Association to be the exclusive representative for negotiations.

2. a. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations of the following categories of employees:

Teachers
Nurses
Librarians
Guidance Counselors
Psychologists
Social Workers
LDTC's
Department Heads

b. All other employees of the employer, including but not limited to the following, are excluded from the bargaining unit:

Superintendent
Assistant Superintendent
Board Secretary
School Business Administrator
Principals
Vice Principal

3. The Board of Education of the Borough of New Providence and the Association recognize the importance of orderly, joint, expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement and,

accordingly, herein agree upon a grievance procedure for the effective processing of such disputes.

4. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless so stated.

B. Negotiation Procedures.

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act 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 December 15th of the calendar year preceding the calendar year in which this Agreement expires. Furthermore, items for negotiations must be presented to each side in writing not later than the first meeting.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. Any Agreement so negotiated shall apply to all employees, be reduced to writing and,

after ratification, be signed by the Board and the Association.

3. It is recognized that N.J.S.A. 34:13A-5.3 states: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established." The parties agree to be bound by this provision of the statute in accordance with law.

4. During the negotiations, the Board of Education may appoint a Principal or other administrator to attend such meetings as an observer. Such representatives will be limited to one (1) individual at any meeting.

5. The parties agree that, for future negotiations of salary guides, only vertical movement will be considered in computing the percentage change in the salary guide. Vertical movement shall be defined to mean the increase in an employee's pay resulting from the annual incremental increase and any negotiated increase within a column on the guide.

6. If an article or section of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, including the Public Employment Relations Commission, or if compliance with an enforcement of any article or section should be restrained by such tribunal, the parties shall enter into immediate collective negotiations for the purpose of negotiating a replacement for such article or section.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions.

1. "Administrator" is any person or persons acting in a supervisory capacity.

2. "Aggrieved person" is the person or persons making the claim.

3. "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 group of teachers in accordance with law.

4. "School day" shall be defined as a day when teachers' attendance is required.

B. Purpose.

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure.

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement. Failure to initiate a grievance within specified time limits shall be deemed a waiver of the right to process said grievance. Failure to appeal any decision rendered to the next step of the procedure within the time limits specified shall be deemed to be a waiver of the right to continue the processing of the grievance.

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by June 30 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 herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. Sequence of Levels for Resolving Grievances.

Level One. Any teacher, et al, having a grievance shall, within fifteen (15) school days of the occurrence thereof, submit said grievance in writing to the Building Principal, and shall meet with the Principal in an effort to resolve the matter.

Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision

has been rendered within seven (7) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within five (5) school days after the decision at Level One, or twelve (12) school days after the grievance was presented at Level One, whichever is sooner.

Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education. If the Association requests a hearing before the Board on the grievance, the Board or a committee composed of at least two (2) Board members shall hold a hearing within thirty (30) school days of receipt of the grievance. The Board shall only be required to hold up to five (5) such hearings per year. At any hearing, more than one (1) grievance may be presented by the Association.

Level Four. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the next regularly scheduled meeting of the Board, he/she may, within ten (10) school days after a decision by the Board, or fifteen (15) school days after the last regularly scheduled meeting of the

Board, whichever is sooner, submit the grievance to arbitration, provided that the grievance concerns an alleged violation, misinterpretation or misapplication of the terms of this Agreement. This level shall be the terminal step for all other grievances.

a. Procedure for Invoking Arbitration. The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.

b. Jurisdiction of the Arbitrator. In rendering a decision, the arbitrator shall be limited to the facts as presented. The arbitrator shall not have the authority to add to, modify or detract from the specific or express terms of the Agreement. The decision shall be rendered in writing and shall be binding.

c. Costs of Arbitration. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

d. Exclusions from Arbitration. The following shall be excluded from binding arbitration:

(1) The failure or refusal of the Board to renew the contract of a non-tenured employee;

(2) In any matter wherein a specific method of review is set forth by law, or by any rule, regulation or order of the State Commissioner of Education or the State Board of

Education;

(3) Any complaint by any personnel occasioned by the appointment or lack of appointment, or retention in, or lack of retention in any position for which tenure is either not possible or not required;

(4) In matters where the Board is without authority to act;

(5) Any matter in which a petition in the district has been filed before the Division of Controversies and Disputes of the Office of the Commissioner of Education, whether or not covered by (1) through (4) set forth heretofore.

E. Rights to Representation.

1. Any aggrieved person may be accompanied at all stages, including Level One, of the grievance procedure by his/her representative. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of such participation.

F. Miscellaneous.

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall be commenced at Level Two. This grievance shall be signed by at least one of the teachers who claims to be an aggrieved person.

2. The grievance form currently in use in the district shall continue to be used in the processing of grievances. Any modifications shall be jointly agreed to.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and his/her designated or selected representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

4. There need be no agreement between the Board and/or the Administration and the aggrieved person that the matter submitted in accordance with the grievance procedure is grievable.

5. Decisions rendered at all levels of this procedure shall be in writing, setting forth the decision and the reasons therefor.

6. 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 personnel file of any of the participants.

7. The Association may initiate and process a grievance through all levels of this procedure even though the aggrieved person does not wish to do so.

ARTICLE III

ASSOCIATION RIGHTS

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the educational program and the financial resources of the district and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with public information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations, grievance proceedings or conferences or meetings with any administrator, the Board, or any Board member or representative, the employee shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Association shall follow the existing procedure to acquire such building use.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Board of Education photocopier and other equipment will also be available for

Association use on a limited special need basis with one (1) day's advance notice to the office of the Superintendent. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association will replace or repair equipment damaged as a result of such use.

E. The Association shall have the right to utilize existing bulletin boards in faculty lounges or teacher dining rooms. The Association shall, at its option, have the right to exclusive use of bulletin boards to be provided by the Association. In such event, the size and location of new bulletin boards shall be mutually agreed to by the Association and the Superintendent.

F. For the life of this Agreement, the Board agrees to provide office space to the Association. The location of such space shall be determined mutually by the Board and the Association, subject to the Board's right to utilize said office space, if needed, for other educational purposes. In such event, the Board and the Association shall mutually determine an alternate location. The Association shall be allowed to have a telephone installed in such office at its own expense.

G. 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 employees, and to no other labor organization. In the event of an election to determine the exclusive representative of the teachers, this provision shall not be in effect from the time an election is either consented to or ordered until the completion of the

election.

H. The President of the Association may request to be released from his/her assigned duty on an individual case basis as the need arises to conduct Association business. The Building Principal will evaluate these requests and approve them when it appears that such approval will be of mutual benefit to the Board of Education and the Association.

1. As a condition of granting the released time to the Association President, the Building Principal may request that the Association President provide for coverage of his/her assigned duty.

2. The President of the Association shall only be required to attend one (1) evening assignment (Back-to-School), and shall not be involuntarily assigned to a co-curricular activity. In addition, the Board shall pay the Association President the following stipend: \$514.00 for 1995-96; \$527.00 for 1996-97; \$542.00 for 1997-98.

ARTICLE IV

TEACHERS' RIGHTS

A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Employer-Employee Relations Act, or other laws of New Jersey or the constitutions of New Jersey or the United States.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. For purposes of this provision, discharge, removal, or non-renewal shall not be considered as discipline, reprimand or reduction in rank or compensation.

D. Whenever any teacher is required to appear before any Administrator or Supervisor, the Superintendent, Board or any committee thereof for a meeting or conference, the purpose of which adversely concerns the continuance of that teacher in his/her office, position, or employment or adversely concerns salary or any increments pertaining thereto, he/she shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to a lack of representation.

E. The Board shall provide a job description of co-curricular jobs for which compensation is provided. This description shall be prepared by the Board of Education in consultation with the Association.

1. A joint committee of three (3) administrators and three (3) Association representatives shall recommend another system of payment to the Association and the Board. Such system shall become the basis of the next round of bargaining for a successor Agreement.

ARTICLE V
BOARD'S RIGHTS

A. The Association recognizes that the Board has certain powers, rights, authorities, duties and responsibilities vested in it by the laws of the State of New Jersey and of the United States. It is understood that these include the rules and regulations included in the New Jersey Administrative Code, an official publication of the State of New Jersey, as well as requirements coming from the New Jersey Commissioner of Education in the form of memoranda.

B. In exercise of its discretionary authority, as aforesaid, the Board reserves the right to implement decisions except as limited by the specific terms of this Agreement. Insofar as these decisions affect or modify the terms and conditions of employment specified in this Contract, the Board agrees to negotiate the impact of such changes prior to implementation.

ARTICLE VI

WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 184 days plus one (1) full in-service workshop day, except for the new teachers who may be required to attend two (2) additional orientation days.

B. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

C. Prior to the Board's adopting the school calendar, the Superintendent shall submit a copy of the proposed calendar to the Association and shall meet, upon request, with the Executive Committee of the Association to discuss and consider suggestions regarding the calendar.

D. Each teacher shall be notified of his/her tentative building(s), subject area and grade level assignment for the ensuing year on or before the last day of school of the preceding year. The Board reserves the right to change a teacher's assignment after such notification.

ARTICLE VII

WORK LOAD

A. In-School Work Day. The total in-school work day for all members of the bargaining unit shall consist of not more than seven (7) hours and twenty (20) minutes, which shall include a duty-free lunch period.

B. Lunch Period.

1. Teachers shall have a daily duty-free lunch period coextensive with that of the students.

2. The Board may solicit volunteers to cover cafeteria duty for part of the teachers' normal lunch period. For each ten (10) minute segment, the annual compensation shall be:

1995-96	-	\$858
1996-97	-	\$881
1997-98	-	\$905

In the event of an emergency (bona fide), the Board shall have the right to assign teachers.

C. Preparation Time.

1. Teachers for kindergarten shall have at least five (5) preparation periods of forty (40) minutes per week. In grades 1-5, teachers shall have at least six (6) preparation periods of forty (40) minutes per week.

a. The Board shall make a good faith effort to schedule one (1) preparation period per day.

b. Any teacher who is required to substitute for another teacher during his/her only preparation period for the day

shall be compensated per period:

1995-96	-	\$26.51
1996-97	-	\$27.23
1997-98	-	\$27.97

Elementary teachers' before and after school preparation shall not count as a second preparation period.

2. Teachers for other grades shall have at least one (1) preparation period per day.

3. Nurses, librarians and guidance counselors shall be permitted to leave their assigned areas for brief recess periods during the course of a day. Preparation for assigned classes will also be permitted during the course of a day, provided this preparation does not interfere with the regular functions of the health office, library facilities and guidance offices.

D. Meetings. Teachers may be required to remain after the end of the regular work day without additional compensation to attend professional meetings called by the Administration, up to three (3) days per month. These meetings may be used either singly or consecutively for purposes of dissemination of information, staff development, curriculum review, textbook review, or other purpose related to the education mission of the district. Faculty meetings will not be used to teach courses. Meetings which take place after the regular in-school work day for which attendance is required shall not be called on Fridays or on days immediately preceding holidays. In addition to these three (3) meetings, teachers will continue the practice of meeting with parents, members of the child study team, guidance counselors, principals,

and other contact as per past practice. The time of such conferences shall be mutually agreed upon and shall be within two (2) working days of the request for the conference.

1. Notice of any unscheduled meeting shall be given at least one (1) school day prior to the day on which the meeting is to be held. Unscheduled meetings are those for which a schedule of dates has not been previously announced. Dates may be defined as actual calendar dates or as a set pattern, such as the first Monday of each month. Notification for unscheduled meetings may be made in person or by the posting of notices in a conspicuous location.

2. In addition to the preceding, the Association recognizes that an important aspect of a well-rounded educational program is teacher-student involvement outside of classroom contacts. To foster this, the Association agrees to encourage teachers to volunteer for such evening duties as chaperones at school dances, assistants at concerts, and other school programs when teacher presence is desirable.

3. In the event that sufficient volunteers cannot be obtained to meet these needs, the Board of Education shall have the right to assign teachers to these duties without additional compensation. However, no individual teacher shall be involuntarily assigned more than three (3) evening duties in any school year, unless such functions are part of the teacher's existing instructional program, in which case two (2) additional evening duties may be assigned. For any meetings beyond the limits set forth above, the Board agrees to compensate at the rate per

hour of \$15.41 in 1995-96; \$15.83 in 1996-97; \$16.25 in 1997-98. It is understood that none of these evening duties shall be used for an open house program.

E. Teaching Periods.

1. A high school teacher shall not be assigned to more than twenty-five (25) teaching periods per week, except in the case of industrial arts, physical education, and music teachers, who may be assigned up to thirty (30) teaching periods. Teachers in the high school science department may be assigned up to twenty-nine (29) teaching periods per week.

a. Teachers in departments other than industrial arts, physical education, music, and science may be requested to teach thirty (30) periods per week, but no more than two (2) thirty (30) period assignments may exist in any one of these departments.

2. The normal work week for middle school classroom teachers, other than specialists, shall be twenty-five (25) periods. Middle school and elementary specialists in art, music, computers, and physical education may be assigned up to thirty (30) teaching periods (or the equivalent time) per week.

3. If a classroom teacher, high school or middle school, is assigned six (6) teaching periods per day, he/she shall not be assigned any additional duties on the day or days in question, excluding homeroom. Assignments of homeroom duty will be made to classroom teachers with the smallest number of teaching periods assigned first. Thereafter, assignments will be made in inverse order as to teaching periods (those with the least number of

periods shall be assigned homeroom duty first).

F. Class Preparations. The Board agrees that the district average number of class preparations per teacher shall not exceed 3.0. Class preparations shall be defined as those courses in grades 6-12 which meet the following two criteria: (1) separate courses of study, and (2) requiring separate and distinct lesson plans. In the event individual teachers have more than four (4) preparations assigned, then they shall receive second preparation periods.

1. The average number of preparations per teacher shall be computed by dividing the total number of preparations assigned to all 6-12 classroom teachers in mathematics, science, social studies, foreign language and language arts by the total full-time and equivalent part-time 6-12 grade classroom teachers in those departments.

2. The Board agrees to maintain the averages specified for the 1995-96, 1996-97 and 1997-98 school years.

G. Part-Time Teachers.

1. Time worked in the schools on a daily basis will be divided by 7 hours and 20 minutes to ascertain annual salary.

2. Insurance coverage begins at 3 hours and 40 minutes of daily work based upon a five (5) day week.

3. Pay for mandatory staff development workshops shall be prorated on the 7 hour and 20 minute figure.

4. There will be no guaranteed prep, no required duties, no other assignment except on an "as needed basis," for which the

teacher will be paid as part of the formula.

H. Department Heads.

1. Department Heads for language arts, mathematics, science, social studies, related arts, music, and special education will normally be assigned two (2) teaching classes per day, but may be assigned up to three (3) if required. Additional teaching assignments may be granted when voluntarily requested by the Department Head or on a half-time basis if the Department Head is assigned to an elementary school.

2. The Department Head in foreign languages may be assigned up to four (4) teaching classes per day.

3. The Department Head in guidance/testing will have no teaching assignment, but will have half-time counseling responsibilities.

4. Department Heads shall receive an annual stipend of \$3,388 for 1995-96; \$3,532 for 1996-97; \$3,682 for 1997-98.

5. The Department Head for music, or designee, will receive a stipend of \$50.00 per evening in recognition of the large number of evening responsibilities required of this position (based upon previously approved evening activities per the 1994-95 school year).

6. Conference Attendance. Department Heads may apply to the Superintendent to attend regional or national conferences in their subject areas. The Superintendent's determination will be based on the value of the experience to the Department Head's continued leadership in the district.

ARTICLE VIII

SICK LEAVE

A. Personal Illness.

1. Allowances for absence at full salary.

a. Teachers employed prior to the 1995-96 school year shall be allowed sick/family illness leave with full pay for fifteen (15) working days for all ten (10) month employees beginning with July 1st and ending June 30th of each school year. If any such person requires in any school year less than this specified number of days of sick/family illness leave with pay allowed, all days of such leave not utilized that year shall be cumulative up to a total of fifteen (15), to be used for additional sick/family illness leave as needed in subsequent years, without limitation.

b. Teachers hired commencing with the 1995-96 school year shall receive sick/family illness days in the following manner:

<u>Year</u>	<u>Sick/Family Illness Days</u>
1, 2, 3	12
4 (tenure year) - 9	13
10 - 14	14
15 and thereafter	15

2. Sick/family illness leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the district's medical authorities because of contagious disease or being quarantined for such a disease in

immediate household or in the case of illness of a parent, brother, sister, husband, wife, child, or any relative living at the teacher's home.

3. The Board, in its discretion, may grant additional sick leave without loss of pay.

B. Statement by Physician. When absence for personal illness exceeds four (4) consecutive school days, a physician's statement shall be filed with the Secretary of the Board. In case of frequent or intermittent illness, the Board or Superintendent may require the teacher to submit to an examination or examinations by the school physician, or require the teacher to submit a statement from the attending physician.

C. Extended Personal Illness. Whenever an absence due to personal illness exceeds the number of days for which a teacher is covered herein, the teacher may request and the Board may pay any such teacher his/her salary less the pay of the substitute, regardless of whether or not a substitute is employed, for such length of time as may be determined by the Board in each individual case.

D. By September 30 of each year, the Board shall give to each teacher, upon request, an accounting of his/her accumulated sick leave days.

ARTICLE IX
TEMPORARY LEAVES OF ABSENCE

A. Personal Leaves.

1. All teachers employed prior to the 1995-96 school year, upon written request to the Superintendent three (3) days in advance of the date of the leave requested, shall be entitled to three (3) personal leave days annually with no reason stated. It is agreed, however, that:

a. These days will not be used for matters of entertainment, recreation or shopping, etc., and will be used to conduct those matters of importance that cannot be transacted outside of normal school hours;

b. These days will not be taken during the first or last week of the school year;

c. These days will not be taken immediately before or after a vacation day when school is closed;

d. If more than one (1) personal day is to be taken consecutively, including Monday-Friday combinations, reasons will be given.

2. Emergency Leave

One (1) of the three (3) personal days may be used annually for emergency purposes with prior notification by telephone to the Superintendent's Office. The employee will complete the appropriate paperwork upon returning to work.

3. New Hires Personal Leaves (New Employees). Teachers hired commencing with the 1995-96 school year shall receive in the first three (3) years of their employment one (1), one (1), and two (2) personal days for each year, respectively. Upon receiving tenure, they shall receive three (3) personal leave days as set forth in A.1 above. Use of these days shall be governed by A.1.a-d above.

B. Death in the Immediate Family.

1. Absence of five (5) days without loss of salary shall be allowed an employee in case of death of the following in his/her immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, father-in-law or mother-in-law. If during such a period the teacher is absent for a personal illness, a personal injury or any other excused absence, such absence shall apply. If at a later date circumstances directly related to the death necessitate additional absence, this provision providing up to five (5) days may be granted at the discretion of the Superintendent.

2. In case of death of grandparent, nephew, niece, uncle, aunt, brother-in-law or sister-in-law, not living with the immediate family, no deduction shall be made for absence on the day of the funeral.

3. In cases not covered in 1 and 2 above where attendance at a funeral is expected of or incumbent upon a teacher, deduction of the pay of a substitute shall be made during the

necessary absence.

C. Compliance with Court Order. A teacher will receive full pay if he/she is absent for jury duty, or in compliance with a Court Order as a material witness, or if the action against the teacher is dismissed or results in a final decision in favor of the teacher.

D. School Business Leave.

1. Teachers are encouraged to request two (2) days of absence in each school year for the purpose of visiting other schools for observation, discussion and related professional interests. Such absences, as recommended by the Principal and approved by the Superintendent, shall not entail loss of pay.

2. Absence of teachers for purposes of attending professional meetings or conventions shall be subject to recommendation of the Principal and approval of the Superintendent. These shall be without loss of pay unless specifically agreed otherwise in advance.

E. Allotment of Days.

1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment of days for illness in the immediate family, death in the immediate family, or absence for personal reasons, unused days in all of the above categories may be transferred to the advantage of the teacher, provided that the total number of days requested without deduction does not exceed thirteen (13).

2. In each instance, the approval of the Superintendent

must be obtained in writing.

F. Definition of Half-Day.

1. Half-day, for purpose of absence, shall be defined as up to three (3) hours and forty (40) minutes.

ARTICLE X

EXTENDED LEAVES

A. Disability and Child-Rearing Leaves.

1. Any teacher shall be granted, upon request, a leave of absence by the Board. Such requests shall be made in writing at least sixty (60) days prior to the requested commencement date of the leave, and shall include the commencement date of the leave, and one of the following dates of return:

a. Any date within sixty (60) days of the commencement of leave in which it would be reasonably expected that the teacher would be physically able to return to her duties, or

b. The beginning of any semester within a two (2) year period from the commencement of the leave.

2. The teacher shall begin her leave on the date requested, or if her physical condition is in question, then her leave shall begin when she is no longer able to produce a certification from her physician that she is medically able to continue her duties. The Board shall have the right to place a teacher on disability leave if it is determined that she can no longer perform the duties of her job.

3. The leave shall terminate on the date specified unless the teacher requests an extension, whereupon the leave may be extended for an additional period of time for reasons associated with the pregnancy, birth or for other cause. If the Board questions the teacher's physical condition or capacity to resume

her former duties, then the teacher shall produce a certification from her physician that she is medically able to resume her teaching duties.

4. Notwithstanding anything contained herein, the Board does not have to extend such leave of absence of a non-tenured teacher beyond the end of the contract year in which the leave is obtained.

5. Any teacher adopting an infant child of one (1) year of age or less shall be entitled to the same privileges under this Article. The leave of the adopting teacher shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the legal requirements for the adopting.

6. For the period of disability related to the teacher's pregnancy and childbirth, the teacher may elect to use her accumulated sick leave and receive full pay and benefits if medical certification of the disability is presented. The normal period of disability shall be defined to be four (4) weeks prior to the expected delivery and extending four (4) weeks after the actual delivery, or any other period of time during which the teacher is medically disabled. This paragraph will not be applicable if the teacher commences her maternity leave prior to her period of disability.

B. Extended Leave of Absence. The Board may grant an extended leave of absence without pay if provisions herein set forth have been exhausted. All benefits to which a teacher was entitled at the time the leave of absence commenced, including

unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and the health insurance shall be available at the teacher's expense during the term of the leave. Notwithstanding the above, teachers with fifteen (15) or more years of service in the New Providence school system who are granted extended leaves of absence shall have their health insurance coverage paid by the Board for a period of one (1) year, provided that such teachers are not in military service or located outside of the United States. The Superintendent shall make a reasonable effort to return the teacher to the same position held prior to taking said leave.

1. Any extended leave of absence shall end at the beginning of a semester and shall not be granted for more than a two (2) year period.

ARTICLE XI

SALARY

A. Guides.

1. The salary guides for each year of this Agreement are set forth in Appendices I, II, and III, respectively.

2. Guide movement will be as follows:

a. In 1995-96, employees who in 1994-95 were on step 14 will move to C; those who were on C will move to B; and those who were on B will move to A. All other employees will move one step on the 1995-96 salary guide.

b. In 1996-97, step C will now be set forth as 15. Those who were on C in 1995-96 will move to step 15. Those who in 1995-96 were either on step B or A will move to A. Those employees who were on step E1 in 1995-96 will advance to step 1 of the 1996-97 salary guide. All other employees will move one step on the 1996-97 salary guide.

c. In 1997-98, employees will move through the guide in the normal course, and the guide will have a maximum at step 15. Employees who were on step A during 1996-97 will remain off guide and receive a differential over step 15 in each column of the guide, which is:

<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+30M</u>	<u>BA+45M</u>	<u>BA+60M</u>
\$4700	\$4890	\$5130	\$5400	\$5680	\$5940

Those employees who were on steps E1 and E2 during 1996-97 will move respectively to E3 and 1 for 1997-98. All other employees

will move one step on the 1997-98 salary guide.

3. To reach any column designated with an M, the employee must have a Masters Degree.

B. Co-curricular.

1. The parties agree that all co-curricular positions in the contract shall be increased annually by 2.7% for each year of the Agreement. The parties further agree that a joint committee of three (3) administrators and three (3) Association representatives shall recommend a different system of payment from that contained in Appendix IV to both parties, which system will become the basis of the next round of bargaining for a successor Agreement.

2. The parties agree that based upon the 2.7% increase referred to above, the point value for each year of this Agreement shall be:

1995-96	-	78.00
1996-97	-	80.00
1997-98	-	82.00

3. The parties have agreed to submit to arbitration a dispute which has arisen as to whether during the life of this contract the parties agreed to adhere to any other increases flowing from the language of Appendix IV, including but not limited to "experience points." Pending a resolution of such arbitration, no stipends will be increased, and the inclusion of Appendix IV herein shall not be deemed an admission by either party, but is done without prejudice in order to allow this Agreement to be printed.

C. When a pay day falls on or during a school holiday,

vacation or weekend, the present practice of issuing pay checks on the last preceding working day shall be continued.

D. The Board shall provide, on an individual basis, for deductions to the Union County Teachers Federal Credit Union. Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of \$2.00. Authorization cards must be in the Union County Teachers Federal Credit Union office by July 15th of each school year for September 1st deduction.

E. The Association agrees that the deduction for professional dues will not be changed during the school year.

F. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier or broker for multiple carriers shall be mutually decided by the Board and the Association. In the event of multiple carriers, the Board of Education offices shall be responsible to one (1) custodian, thereby representing no increase in office work load.

G. The Board will pay traveling teachers who travel to two (2) buildings per day \$24.65 per month for 1995-96; \$25.32 per month for 1996-97; \$26.00 per month for 1997-98, and traveling teachers who travel to more than two (2) buildings per day \$34.92 per month for 1995-96; \$35.86 per month for 1996-97; \$36.83 per month for 1997-98, in lieu of mileage, when using their personal automobiles. Traveling teachers are those who have teaching assignments in more than one (1) building, and will be permitted a minimum of twenty (20) minutes of travel time per day. Teachers

who must travel out of district shall be paid, in addition to \$45.19 per month for 1995-96; \$46.41 per month for 1996-97; \$47.66 per month for 1997-98, the appropriate rate set by the IRS per mile for each out of district mile over one hundred (100) miles traveled during a month. The rate will be adjusted annually in July.

ARTICLE XII

TUITION REIMBURSEMENT

A. Teachers shall be eligible for course reimbursement for college credits taken with the prior approval of the Superintendent of Schools. Payment will be made for those credits satisfactorily completed and for which a paid receipt from the institution or cancelled check made payable to the institution, together with a transcript or other document issued by the institution's registrar, is presented to the Board Secretary. Payment will be made after the next business meeting following presentation of the foregoing documentation, provided all information was submitted to the Board Secretary fifteen (15) days prior to the scheduled Board meeting date.

B. Only employees under contract to the New Providence Board of Education at the time the payment is to be made will be eligible for reimbursement. Teachers who have not submitted a reimbursement voucher with appropriate documentation prior to the end of a given school year will receive reimbursement only if they honor the following year's contract with the Board.

C. To be eligible for reimbursement, teachers must take courses at accredited, degree-granting institutions which issue transcripts, and must also have satisfactorily completed the courses. Satisfactory completion is defined as a grade acceptable for credit towards an advanced degree. Beyond the Master's degree, reimbursement shall be provided only in the area of the teacher's

assignment, except for courses taken as part of a currently accepted Doctoral Program. The Superintendent may approve any course which he/she sees as being in the best interest of the district.

D. Reimbursement for college credits in any year shall be at the Kean College rate.

E. Reimbursement may also be made for educational institutes, workshops or courses taken at a non-accredited institution with the prior approval of the Superintendent. Reimbursement shall be computed at a rate of fifty (50%) percent of the cost of the course, workshop or institute up to a maximum of \$100 per teacher per year, and shall be paid within sixty (60) days following submission of a reimbursement voucher and receipt for the workshop, course or educational institute.

F. The provisions of this Article shall in no way be construed to eliminate or detract from the existing practice of reimbursement of one hundred (100%) percent of the costs in the areas of guidance, athletics, or areas of need to the district as determined by the Superintendent.

ARTICLE XIII

INSURANCE

A. The Board shall pay the full premium for the health insurance program in effect as of October 1995 as follows:

1. Reasonable and customary charges in full for doctor's visits in hospital.

2. X-ray and laboratory payment maximum to \$300.

3. The deductible will be at \$100 per person and \$200 per family.

4. Coinsurance payment will remain at 90% of the first \$2500.

5. New hires will be eligible for coverage after three (3) months of employment, with a waiting period for pre-existing illnesses of nine (9) months.

6. The policy will provide coverage for dependants to age 19, with such dependent coverage extended to age 25 for full-time students.

7. Effective on October 1, 1995, the coverage will be modified to a comprehensive type program with the same co-pay amounts and deductible as set forth above.

B. The policy is on file in the Board office, summarized in a descriptive booklet distributed to teachers, and includes:

1. Coverage for dependents to age 25 as limited by the policy.

2. Three hundred sixty-five (365) day coverage.

3. Renewable maximum major medical coverage after limit \$1,000,000 is reached.

4. Option for teachers who are retiring, on maternity leave, extended medical leave, or any other approved leave, to continue such coverage by paying the premium at the group rate to the Board.

This coverage shall be at the usual and customary rate schedule.

The above coverage may include mandatory cost-saving features as:

- (1) Second surgical opinion requirements;
- (2) Same day surgery requirements; and
- (3) Error-free billing programs.

C. The Board will offer alternative HMO coverage worth \$10.00 co-pay for primary doctor and \$15.00 for specialist referrals.

D. The Board shall provide dental insurance coverage for employees and their dependents in accordance with the dental insurance program currently in effect, with the following change: The cap will increase to \$1,500 effective with the 1995-96 school year.

E. The Board reserves the right to name the carrier to underwrite medical care benefits and to change said carrier, so long as substantially similar benefits are provided.

F. Insurance coverage will terminate at the end of the month of the effective date of the resignation of the employee. In the event of summer resignation for 12-month employees, June 30th will be considered the termination date.

G. The Board shall provide each employee with a description of the health care coverage provided under this Article.

ARTICLE XIV
SABBATICAL LEAVE

A. Every teacher who has held a position for seven (7) consecutive years in the New Providence school district shall be eligible to apply for a sabbatical leave only once every seven (7) years.

B. "Sabbatical leave" shall mean a leave of absence for the purpose of improving the educational qualifications of a teacher in his/her position by study which is not necessarily restricted to a formal college program.

C. A sabbatical leave shall be for a period of one-half (1/2) year or one (1) year at one-half (1/2) the salary for the period of the leave. The "salary" is that which the teacher would have received if he/she were not on leave.

D. Any eligible teacher desiring a sabbatical leave shall make application by April 1st preceding the leave, specifying the period and purpose of the leave desired in such detail as required by the Board.

E. Sabbatical leave shall be granted to eligible applicants by recommendation of the Superintendent to the Board. The total number of teachers on sabbatical leave shall not exceed two (2) at any one time.

F. A sabbatical leave may be taken during two (2) consecutive summer recesses only for the purpose of attending an accredited, degree-granting institution for the purpose of working toward a

Master's degree or for courses beyond the Master's degree. For each day of class attendance during a summer sabbatical, the teacher will be compensated at the rate of one four-hundredth (1/400) of his/her salary for the previous school year. If the second half of an approved sabbatical is not to be continued, the teacher shall so notify the Board Secretary of his/her intent to discontinue prior to April 1st of the year following completion of the first half of the program.

G. All tenure, salary increment, and pension retirement rights shall be retained by and accrued to the teacher on sabbatical leave in the same manner as if he/she were not on such leave. The Board shall deduct from the salary of the teacher on sabbatical leave and pay on his/her behalf such amounts as are required for pensions, teacher-paid fringe benefits, and such other purposes as may be required by law.

H. Upon the termination of a sabbatical leave, the Superintendent shall make a reasonable effort to return the teacher to the same position which he/she held prior to taking such leave. Any teacher who does not accept said position with the New Providence Board of Education within the scope of his/her certification upon the termination of a sabbatical leave and continue therein for a period of one (1) year thereafter, unless the Board shall otherwise approve, shall be deemed guilty of unprofessional conduct, and the Commissioner of Education shall be so notified, and the employee shall be required to refund the full salary paid to him/her while absent from his/her position.

ARTICLE XV
SUMMER EMPLOYMENT

A. The terms and conditions of employment afforded to employees hired for summer employment shall be limited to the following:

1. Salaries for summer employment shall be 1/200 per day of the teacher's annual salary for summer school teaching or for guidance counselors. The compensation for summer curriculum writing shall be the following per hour:

1995-96	-	\$30.45
1996-97	-	\$31.27
1997-98	-	\$32.11

2. Salaries shall be paid in two (2) installments, one (1) at the end of the second week and one (1) at the completion of the summer assignment.

3. The Board of Education will endeavor to issue contracts for summer employment by no later than the final week of the regular school year. The Board reserves the right to cancel summer school contracts where a decision is made to withdraw the course offering, and to issue additional contracts for courses to be offered after the initial summer curriculum is announced. In the event it is necessary to cancel a contract, the teacher shall be notified immediately by mail at the address on record with the Board of Education.

B. The presence of this clause in the Agreement in no way obligates the Board of Education to the operation of a summer

school.

C. Members of the Association employed by the Board of Education for work outside their professional certification shall not be covered by this Agreement.

ARTICLE XVI

RETIREMENT

A. Upon qualification for retirement with the pension fund and retirement from the district, or upon the death of the employee, payment shall be made for unused accumulated sick leave at the rate of thirty-five (35%) percent of the teacher's per diem salary rate at the time of retirement. In the event of death of the teacher prior to retirement, his/her estate shall receive such payment.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes 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 the 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 employee 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. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or handicap.

E. The Board and the Association recognize written administrative regulations and Board rules and regulations which govern teachers, but that are not a part of this Agreement.

F. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right through the Administration, in accordance with applicable laws and regulations:

1. To direct teachers within the scope of their contracts in compliance with Board policy;

2. To hire, promote, transfer, assign, and retain teachers in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against teachers;

3. To relieve teachers from duties for just cause;

4. To maintain the efficiency of the school district operations entrusted to them;

5. To determine the teaching staff by which school district operations are to be conducted; and

6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

G. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed. Each group shall pay for the number of copies which it deems necessary for its use and distribution.

H. Whenever any communication pursuant to this Agreement is necessary, except as stated by the grievance procedure, said communication will be forwarded to the Secretary of the Board when

initiated by the Association, and to the President of the Association when initiated by the Board.

I. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

J. It is agreed that, during the period of negotiations and prior to reaching an Agreement, the specifics of the proceedings and progress of negotiations shall remain confidential. All releases to the news media shall be made with prior notification from one party to the other.

K. The Board shall endeavor to protect and maintain the safety, security, and welfare of any teacher threatened, menaced, or harmed while said teacher is performing duties as required by the Administration.

ARTICLE XVIII
REPRESENTATION FEE

A. Representation Fee. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure.

1. Notification. Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. ten (10) days after receipt of the aforesaid list by the Board; or

b. thirty (30) days after the employee begins his/her employment in a bargaining unit position.

3. Termination. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

C. Indemnification and Save Harmless Provision.

1. Liability. The Association agrees to indemnify and hold the Board harmless against any liability, including costs of suit and attorney fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

a. the Board gives the Association timely notice,

in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

b. if the Association so requests in writing and the Board agrees, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all aspects of said defense.

2. Exception. It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

3. Notification. The Association will inform the Board as to the status of any action on a monthly basis.

ARTICLE XIX

TEACHER EVALUATION PROCEDURES

A. The Board agrees to follow procedures for evaluation set forth in N.J.S.A. 18A:27-3, N.J.A.C. 6:3-1.19 and 6:3-1.21. Those procedures, to the extent that they remain unchanged, are incorporated by reference into this Agreement. Administrative Regulations 3221R1 and 3222R1, adopted pursuant thereto concerning the procedures for conducting evaluation of staff, are similarly incorporated into this Agreement as though set forth at length. Unless there are modifications in N.J.A.C. 6:3-1.19 and 6:3-1.21, which mandate modifications of the procedural aspects of Administrative Regulations 3221R1 and 3222R1, these Administrative Regulations shall not be changed without prior negotiations. Any mandated or negotiated modifications in the procedural aspects of Administrative Regulations 3221R1 and 3222R1 shall be incorporated by reference in this Agreement.

B. Administrative Regulation 3222R1 is to be changed to require that teachers be provided with observation reports one (1) day or more prior to the observation conference.

C. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have any representatives of the Association accompany him/her during such review.

D. No material derogatory to a teacher's conduct, service,

character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Derogatory material shall not include such normal records of the employer as attendance, leave of absence, and health records. 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. Refusal by the staff member to sign copies shall not preclude inclusion of the document. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

E. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

F. For the improvement of homeroom procedures, the Principal or other administrator may observe and evaluate a teacher during homeroom period when and if the Principal or other administrator determines that there is a need for such observation and evaluation. The Principal or other administrator may hold a conference with the teacher following the observation and evaluation. There shall be no written observation or evaluation report placed in the teacher's personnel file from such homeroom observation or evaluation. Such written observation or evaluation

report shall be maintained in a separate file in the Principal's office, and the contents thereof may be included in the teacher's formal or summative evaluation.

G. Lesson plans will be categorized into two separate and distinct areas, evaluative and non-evaluative.

1. Evaluative lesson plans will be completed by teachers for administrators in several ways. First, teachers will submit a lesson plan to the administrative evaluator prior to or immediately after the observation itself. Second, principals or evaluating administrators may request daily, weekly, or monthly lesson plans as appropriate. Finally, administrators may request that lesson plans be submitted in meeting curriculum requirements, mandates or policies.

2. Non-evaluative lesson plans will be developed for the purpose of coaching and self-improvement. While they will be one and the same as the lesson plan submitted for evaluation, they will be used by Peer Coaches or Department Heads for developmental purposes only. They are to be shared with the Peer Coaches or Department Heads solely for professional growth and development purposes and are forbidden to be used for evaluative purposes under any circumstances.

They are to be shared with the Peer Coach or Department Head every other month unless a more frequent schedule is mutually agreed to. The Peer Coach or Department Head will log the visit and/or lesson plan exactly in accordance with the existing precedent regarding peer coaching strategies in the classroom,

which consists of name and date only. In the elementary schools, Peer Coach and Department Head review of lesson plans will be directed primarily at newly introduced curriculum and newly hired staff.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1995 and shall continue in full force and effect until June 30, 1998. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and negotiating committee chairpersons, and their corporate seals to be placed hereto.

SIGNED AND SEALED this 11th day of July, 1996.

NEW PROVIDENCE
EDUCATION ASSOCIATION

BOARD OF EDUCATION OF THE
BOROUGH OF NEW PROVIDENCE

BY: Suzanne Miskiewicz
President

BY: Lee W. Kravoy
President

BY: John Mendl
Secretary

BY: [Signature]
Secretary

BY: Mark Pearson

BY: Linda B. Fander

BY: Janette Coan

BY: _____

APPENDIX I

NEW PROVIDENCE TEACHERS
SALARY GUIDE FOR 1995-96

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+30M</u>	<u>BA+45M</u>	<u>BA+60M</u>
E1	\$33,700	\$35,150	\$36,790	\$38,910	\$40,890	\$42,980
1	34,630	36,100	37,790	39,930	41,970	44,110
2	35,570	37,060	38,800	40,960	43,050	45,230
3	36,500	38,010	39,800	41,980	44,130	46,360
4	37,350	38,900	40,730	42,950	45,160	47,430
5	38,220	39,810	41,680	43,950	46,210	48,540
6	39,320	40,950	42,880	45,220	47,540	49,940
7	40,420	42,100	44,080	46,480	48,870	51,330
8	41,520	43,240	45,280	47,750	50,200	52,730
9	42,620	44,390	46,480	49,010	51,530	54,130
10	43,920	45,740	47,890	50,510	53,100	55,780
11	45,270	47,150	49,370	52,060	54,730	57,490
12	46,620	48,550	50,840	53,610	56,360	59,210
13	47,970	49,960	52,310	55,170	58,000	60,920
14	51,370	53,500	56,020	59,080	62,110	65,240
MAXIMUM LEVELS						
C	53,226	55,430	58,040	61,210	64,350	67,600
B	55,110	57,400	60,100	63,380	66,630	69,990
A	60,265	62,770	65,720	69,300	72,860	76,540

APPENDIX II

NEW PROVIDENCE TEACHERS
SALARY GUIDE FOR 1996-97

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+30M</u>	<u>BA+45M</u>	<u>BA+60M</u>
E1	\$32,460	\$33,890	\$35,450	\$37,530	\$39,450	\$41,520
E2	33,720	35,170	36,810	38,930	40,910	43,000
1	34,980	36,450	38,170	40,330	42,370	44,480
2	36,250	37,730	39,540	41,730	43,830	45,960
3	37,510	39,010	40,900	43,130	45,290	47,440
4	38,260	39,790	41,720	44,000	46,190	48,390
5	39,260	40,830	42,810	45,150	47,400	49,660
6	40,460	42,080	44,120	46,530	48,850	51,180
7	41,660	43,330	45,430	47,910	50,300	52,690
8	43,160	44,890	47,060	49,630	52,110	54,590
9	44,660	46,450	48,700	51,360	53,920	56,490
10	46,160	48,010	50,340	53,080	55,730	58,390
11	47,660	49,570	51,970	54,810	57,550	60,290
12	49,160	51,130	53,610	56,530	59,360	62,180
13	50,810	52,840	55,410	58,430	61,350	64,270
14	52,560	54,660	57,310	60,440	63,460	66,480
15	54,310	56,480	59,220	62,450	65,580	68,700
MAXIMUM LEVEL						
A	62,015	64,500	67,630	71,320	74,880	78,450

APPENDIX III

NEW PROVIDENCE TEACHERS
SALARY GUIDE FOR 1997-98

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+30M</u>	<u>BA+45M</u>	<u>BA+60M</u>
E1	\$31,340	\$32,770	\$34,250	\$36,310	\$38,170	\$40,240
E2	32,510	33,950	35,510	37,600	39,520	41,600
E3	33,680	35,130	36,770	38,890	40,870	42,960
1	34,850	36,310	38,030	40,180	42,220	44,320
2	36,020	37,500	39,300	41,480	43,560	45,690
3	37,190	38,680	40,560	42,770	44,910	47,050
4	38,190	39,720	41,650	43,920	46,120	48,320
5	39,190	40,760	42,740	45,070	47,330	49,580
6	40,390	42,010	44,050	46,450	48,780	51,100
7	41,590	43,250	45,360	47,830	50,220	52,620
8	43,090	44,810	46,990	49,560	52,040	54,510
9	44,590	46,370	48,630	51,280	53,850	56,410
10	46,290	48,140	50,480	53,240	55,900	58,560
11	48,090	50,010	52,440	55,310	58,070	60,840
12	49,990	51,990	54,520	57,490	60,370	63,240
13	52,500	54,600	57,250	60,380	63,400	66,420
14	55,190	57,400	60,190	63,470	66,650	69,820
15	58,460	60,800	63,750	67,230	70,590	73,960

APPENDIX IV

CO-CURRICULAR ACTIVITIES

A. The following represents the base salary for each co-curricular activity. Each person will be given one (1) additional point for each one (1) year of experience in that activity in the New Providence school district, to a maximum of ten (10) points. Each individual will receive a separate contract to reflect the base plus his/her individual experience.

1. Points assigned for new activities will be based upon the average salaries in Union County, Mountain Valley Conference, and/or where the competition exists, whichever is applicable.

2. The first assistant in all activities will receive seventy (70%) percent of the maximum base salary for that activity.

3. The second assistant in all activities will receive sixty (60%) percent of the maximum base salary for that activity.

POINT BASE FOR CO-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>Football</u>	
Head	115
First Assistant	81
Second Assistant	69
<u>Wrestling</u>	
Head	85
First Assistant	60
Second Assistant	51
<u>Basketball - Boys</u>	
Head	82
First Assistant	57
Second Assistant	49
<u>Basketball - Girls</u>	
Head	82
First Assistant	57

<u>Baseball - Boys</u>	
Head	69
First Assistant	48
Second Assistant	41
<u>Softball - Girls</u>	
Head	69
First Assistant	48
<u>Soccer - Boys</u>	
Head	63
First Assistant	44
<u>Soccer - Girls</u>	
Head	63
First Assistant	44
<u>Winter Track</u>	
Head - Boys	68
Head - Girls	68
First Assistant - B/G	45
<u>Spring Track</u>	
Head	82
First Assistant	57
Second Assistant	50
<u>Cross Country</u>	
Head	44
<u>Tennis</u>	
Fall - Girls	39
Spring - Boys	39
<u>Volleyball - Girls</u>	
Head	36
First Assistant	25
<u>Bowling</u>	
Head	31
<u>Golf</u>	
Head	26
<u>Swimming - Girls/Boys</u>	
Head	58
First Assistant	41
<u>Trainer</u>	141

<u>Cheerleading</u>	
Head	62
First Assistant	43
<u>Marching Band</u>	
Director	53
Assistant Band Director	29
Band Front	29
Drum Instructor	12
Rifle Instructor	7
Low Brass/March/Manv	10
<u>M.S. Stage Band</u>	
Director	26
<u>Drill Design</u>	
Director	29
<u>Vocal Music</u>	
Director	40
<u>Dramatics</u>	
Director	48
<u>High School Yearbook (without class)</u>	
Advisor	39
<u>Providential (without class)</u>	
Advisor	37
<u>High School Student Council</u>	
Advisor	29
<u>Dramatics Director</u>	
Advisor	48
<u>Stage Band</u>	
Director	45
<u>Stage Management (Art)</u>	
Advisor	18
<u>Stage Crew</u>	
Co-Advisor	16.5

B. The point system does not apply to the following positions. A base rate has been determined and will be increased each year by the negotiated percentages:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
<u>Football Broadcasting</u>	37	38	39
<u>Photography</u>	68	70	72
<u>Class Advisors</u>			
Senior	759	779	800
Junior	532	546	561
Sophomore	452	464	477
Freshman	452	464	477
<u>High School Treasurer</u>	3,318	3,408	3,500
<u>Middle School Musical</u>			
Instrumental Director	953	979	1,005
Production Director	620	637	654
Drama/Choreography Director	2,154	2,212	2,272
Vocal Director	2,154	2,212	2,272
Set Design and Scenery	1,076	1,105	1,135
Lighting Control	635	652	670
Stage Construction	802	824	846
Costumes/Make-up	859	882	906
Accompanist	708	727	747
Publicity	238	244	250
Tickets	124	127	130
Program	185	190	195
<u>Racquet Ball Club</u>	859	882	906
<u>Ski Club</u>	859	882	906
<u>Middle School Yearbook</u>	859	882	906
<u>H. S. Chess Club</u>	859	882	906
<u>National Honor Society Advisor</u>	429	441	453
<u>French National Honor Society</u>	859	882	906
<u>Spanish National Honor Society</u>	859	882	906
<u>Middle School Student Council</u>	859	882	906
<u>H. S. Math Team</u>	859	882	906
<u>H. S. Italian Club</u>	859	882	906
<u>National Art Honor Society</u>	859	882	906
<u>H. S. Spanish Club</u>	859	882	906

<u>Student Service Organization</u>	859	882	906
<u>Future Teachers of America Club</u>	859	882	906
<u>H. S. Debating Club</u>	859	882	906
<u>Model United Nations</u>	859	882	906
<u>H. S. Challenge Team</u>	859	882	906
<u>Youth and Government</u>	859	882	906
<u>Literary Magazine (H.S.)</u>	1,189	1,221	1,254
<u>H. S. Chemistry Club</u>	859	882	906
<u>H. S. Computer Club</u>	859	882	906
<u>H. S. Citizen Bee</u>	859	882	906
<u>Fine Arts Club</u>	859	882	906
<u>Drama Club</u>	859	882	906
<u>Environmental Awareness Club</u>	859	882	906
<u>H. S. Fitness Club</u>	429	441	453
<u>Industrial Arts Club</u>	859	882	906
<u>H. S. Investment Club</u>	859	882	906
<u>Intramural Bowling</u>	1,641	1,685	1,730
<u>H. S. Latin Club</u>	859	882	906
<u>Mock Trial Law Club</u>	859	882	906
<u>H. S. Physics Club</u>	859	882	906
<u>Strolling Strings</u>	859	882	906
<u>Middle School Technology Club</u>	859	882	906
<u>Middle School Mathematics Club</u> Co-Advisors	429	441	453
<u>Middle School Science Club</u>	859	882	906
<u>Middle School Writing Club - 7</u>	859	882	906
<u>Middle School Writing Club - 8</u>	859	882	906

<u>Middle School Environmental Studies Trip</u>			
Director	1,102	1,132	1,163
Teacher	276	283	291
<u>Computer Lab Monitor - per hour</u>	30.45	31.27	32.11
<u>Detention Teachers - per hour</u>	30.45	31.27	32.11
<u>Library Monitor - per hour</u>	30.45	31.27	32.11
<u>Game Workers</u>	subject to game fee schedule		
<u>PSAT Supervisors</u>	68	70	72
<u>PSAT Proctor</u>	62	64	66
<u>Peer Leadership Council</u>	859	882	906