

AGREEMENT
BETWEEN
THE PHILLIPSBURG BOARD OF EDUCATION
AND
THE PHILLIPSBURG EDUCATION ASSOCIATION, INC.
JULY 1, 2003 - JUNE 30, 2006

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PREAMBLE

This Agreement entered into this 1st day of July, 2003, by and between the Board of Education of Phillipsburg, New Jersey, hereinafter called the "Board", and the Phillipsburg Education Association, Inc. ("Teachers Unit") ("Union") hereinafter called the "Association", and ratified on September 9, 2003.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel, under contract, as herein included:

Classroom Teachers, Special Teachers, Guidance Counselors, Nurses, Librarians, Speech Therapists, Learning Disability Specialists, School Psychologists, and School Social Workers but excluding:

Central Office Administrative Staff, Phillipsburg Supervisors Association, the Phillipsburg Administrators Association, the Phillipsburg Education Association (Secretarial Unit), the Phillipsburg Education Association (Custodial Maintenance Unit), the Phillipsburg Education Association (Paraprofessional Unit), and the Phillipsburg Education Association (Security Guards Unit).

B. Unless otherwise indicated, the terms "teachers" or "employees" when used hereinafter in this Agreement, shall refer to all certificated personnel represented by the Association.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in a good-faith effort to reach agreement concerning the terms and conditions of teachers' employment. Any Agreement negotiated shall apply to the unit defined in *Article I*, be reduced to writing, be ratified by the Association, be adopted by the Board, and be signed by the Association and the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public. The Board shall also make available to the Association that information which by custom and usage has been made available in the past.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in *Article I* of this Agreement, with any organization other than the Association.

E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. Unless otherwise provided in this Agreement, or agreed upon by the parties subsequent to the execution of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any terms and conditions of employment existing prior to its effective date.

F. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations. During the terms 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.

G. 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.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

A. A "Grievance" shall mean a claim by a teacher or the Association that there has been a misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting the teacher or group of teachers. A grievance to be considered under this procedure must be initiated by the grievant in writing at Level Two within thirty (30) calendar days of the time the grievant knew or should have known of its occurrence. When used hereafter in this Article, "working days" shall mean the days when the grievant is working, when it refers to a time limit that applies to action by the grievant, and the days that the administrator is working, when it refers to a time limit that applies to action by the administrator.

- B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.**
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.**
- (3) It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.**
- (4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.**

- (5) The Association has the right to move a grievance to arbitration as a class action and/or an Association grievance

C. Level One

The grievant shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, the grievant may set forth a grievance in writing to the principal on the grievance forms provided. Within six (6) working days after notification as to the administrative decision, the grievant must reduce the grievance to writing and, if the grievant is a teacher, the written grievance must be signed by an Association official before submission.

The principal within three (3) working days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the principal within six (6) working days subsequent to this review meeting.

Level Three

The grievant, no later than five (5) working days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

Level Four

If the Grievance is not resolved to the grievant's satisfaction, no later than five (5) working days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education.

The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitrable the matter may go directly to arbitration at the Board's option from the Superintendent's level.

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the grievant shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. In the event that the grievant is a teacher, the grievant, in order to process the grievance beyond Level Four must have his request for such action accompanied by the written recommendation for such action by the Association.

No claim by a grievant shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; (b) any rules of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation; (c) any by-law of the Board of Education pertaining to its internal operation; or (d) any matter which according to law is beyond the scope of Board authority.

Level Six

1. In the event the grievance is not resolved at Level Five, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed, prior to pursuing arbitration under Level 7, the Association must file a written demand for “non-binding mediation under contract” with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14)

calendar days from the date the Level Four answer was received or should have been received.

2. A copy of the request for “non-binding mediation under contract” shall be mutually filed with the Board Secretary and the Superintendent and with the Union President. Any request for “non-binding mediation under contract” shall have a copy of the grievance attached.

3. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys’ fees shall be paid by the party incurring same.

4. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony.

5. The parties may request that the mediator issue a non-binding recommendation for settlement which shall not be admissible any subsequent legal or arbitrable proceeding.

6. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator’s delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.

Level 7

With respect to those matters referred to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which have not been resolved, within fourteen (14) calendar days from the conclusion of the mediation or the receipt of the mediator’s non-binding recommendation, the Association only may use the procedure set forth below to secure the services of an arbitrator.

D. Procedure for Securing the Services of an Arbitrator

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

- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employees Relations Commission to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The award of the arbitrator shall be binding upon the parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

E. Rights of Teachers to Representation

- (1) Any aggrieved person must be represented by a representative of the Association at Level Two and beyond.

F. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

Costs

- (1) Each party shall bear the total cost incurred by themselves.**
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.**

ARTICLE IV

TEACHERS RIGHTS

A. The Board hereby agrees that every employee of the Board included in the unit as set forth under *Article I* shall have the right freely to organize, join and support the Association and activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by other laws of New Jersey or Constitutions of New Jersey and the United States.

B. No teacher shall be disciplined, reprimanded, reduced in rank, or monetary compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.

C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto then he shall be given prior written notice of the reasons for such meeting or interview.

D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste.

E. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Phillipsburg School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed

without consultation between the teacher and building principal. In the event a continued disagreement exists, the Superintendent shall make the final determination.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish the Association a current roster of certified personnel (as of September 1) and one (1) copy of the minutes of all public Board meetings, and one (1) copy of names and addresses of all teachers.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his designees shall be required. Such permission shall not be withheld unreasonably.

C. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, and when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the building principal. The Association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably.

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably.

E. During the Annual Orientation Meeting of new teachers, the Association shall have thirty (30) minutes time on the program.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the teachers, and to no other comparable teacher organization.

G. The President of the PEA shall be released for one (1) teaching period per day and one (1) duty period to conduct Association business.

ARTICLE VI

BOARD RIGHTS

Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determinations of the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE VII

WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days, effective for the 2003-04 school year, and 187 days, effective for the 2004-05 school year. Three (3) additional days may be scheduled in the school calendar for inclement weather. In the event that school is not closed for inclement weather or other reasons, these days shall be deleted from the school calendar so as to make the total number of teacher days equal to 186 (effective 2003-04), and 187 (effective 2004-05).

B. New personnel may be required to attend an additional two days of orientation. Guidance personnel may be required to attend orientation sessions for new personnel and remain after the work year to properly close the schools. The in-school work year for these and similar type personnel shall not exceed 193 days (effective 2003-04) and 194 (effective 2004-05).

C. Effective September 1, 2003, one (1) additional non-pupil contact in-service day will be added to the school work year (total 186). Effective September 1, 2004, one (1) more additional non-pupil contact in-service day will be added to the school work year (total 187).

D. Final determination of the school calendar will rest with the Board after consultation with the Educational Council.

E. Substantive changes in the school calendar affecting scheduled vacation periods will be made by the Board after consultation with the Educational Council.

ARTICLE VIII

TIME REQUIREMENTS

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, and they shall clock in and out by hours and minutes each time they enter or leave a building on a faculty register provided at the office of the principal in each building. In addition, each elementary and middle school teacher shall report and sign in (full name) ten (10) minutes or more before his or her workday is scheduled to commence and sign out (full name) ten (10) minutes or later after the workday is scheduled to end and shall be available for such additional duties as assigned by his or her immediate superior during such times, except Fridays and days before holidays. In the case of high school staff, each teacher shall report and sign in (full name) five (5) minutes or more before his or her workday is scheduled to commence and sign out (full name) five (5) minutes or later after the workday is completed (unless the high school bell schedule reverts back to ten (10) minutes) and shall be available for such additional duties as assigned by his or her immediate superior during such times, except Fridays and days before holidays. Any departure from the current schedule will be reviewed and mutually agreed upon by the Board and Association and become part of the agreement.

- (1) Teachers shall have a daily duty-free lunch period of at least the following lengths:**
 - a. Elementary School -- 30 minutes**
 - b. Senior High School -- The same as students**
 - c. Specialists -- 30 minutes**
 - d. Middle School -- The same as students**
- (2) Teachers may leave the building without requesting permission from the building principal during their scheduled duty-free lunch periods, but they must indicate their leaving and return by signing the faculty "sign-in, sign-out" roster. When the teacher**

has permission to leave the building, he must also sign in and sign out.

B. A teacher assigned to cover a class for an absent colleague during the his/her lunch period, preparation period or other non-scheduled time shall be compensated per hour at one and one-half (1-1/2) times one-fifth (1/5) of the degreed substitute's per diem rate in effect at the time the assignment to class coverage occurs.

C. Teachers shall not be required to participate in after school curriculum development meetings beyond the school day without compensation. This compensation shall be provided as per past practice.

Teachers shall not be precluded from volunteering to perform duties, including but not limited to attending meetings, conferences, seminars, serving as mentors, tutors, proctors, etc., without compensation, provided they have been advised by the Superintendent or the Superintendent's designee, in writing, that such duties will be without compensation, that the teacher is not required to perform such duties, and that no adverse action will be taken against such teacher for not performing such volunteer duty, and further provided that expressly and specifically compensation is not set forth in the Agreement and such voluntary act does not conflict with the practice prevailing in the District as of June 30, 1996.

D. Rate A

Instructional Hourly Rate

This hourly rate shall be paid whenever a staff member is employed to carry out the normal duties associated with his/her position as an educational professional. This shall include, but not be limited to, work as an instructor, curriculum development, student screening, home instruction, etc.

2003-2004	\$30.00 (implemented as soon as practicable)
2004-2005	\$31.00
2005-2006	\$32.00

Rate B:

Developmental Hourly Rate

This hourly rate shall be paid whenever a staff member is engaged as a participant in any conference, seminar, etc. This rate shall be used when the teacher is involved as a learner.

2003-2004	\$28.00 (implemented as soon as practicable)
2004-2005	\$29.00
2005-2006	\$30.00

Rate C

Chaperone Hourly Rate

This hourly rate shall be paid whenever a staff member is engaged as a chaperone in any school sponsored event as previously outlined in Article IX, paragraph C.

2003-2004	\$26.00 (implemented as soon as practicable)
2004-2005	\$27.00
2005-2006	\$28.00

School Management Team Stipend

2003-2006	\$800
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School Management Teams shall meet during after-school hours, including evenings, as required to accommodate the needs of the parent/community members elected to such teams.

Team leaders at the Middle School shall receive an annual stipend of \$500 effective in 2003-2004.

Both parties agree to commence negotiations for a stipend for the local professional development committee at which time the final regulations on the 100 hour rule are adopted.

E. On those days when parent-teacher conferences are scheduled by the administration, teachers shall not be scheduled beyond a four hour student-teacher day, plus ten minutes before and ten minutes after the students.

F. Elementary prep time shall be five (5) prep periods per week.

G. Effective September 1, 2003, with respect to the elementary and middle schools, the Board may add up to sixty (60) minutes of pupil contact time to the amount of pupil contact time scheduled in each school during the 2002-03 school year. The Board in its discretion may also adjust the daily schedules in all schools, including the high school. The length of the school day at the high school may be increased an additional ten (10) minutes.

ARTICLE IX

NON-TEACHING DUTIES

A. Except for the collection of pupil insurance moneys, banking plan moneys and school pictures, teachers will not be required to collect money from students. Teachers shall not be required to count nor be responsible for the collected moneys, except to follow appropriate procedures and rules established. Procedures surrounding the collection of moneys shall be developed by the Educational Council and be recommended for implementation as Board Policy.

B. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily however, with the advanced approval, in writing, of his principal or immediate supervisor. He shall be compensated at the rate of the Internal Revenue Service equivalent on allowance per mile for the use of his automobile for school purposes. Teachers who drive students to activities away from the school building or act on behalf of the Board driving students anywhere, must have in their possession when driving a driver's license, registration, and appropriate proof of insurance, all of which must be valid and in good standing and meet all requirements stated in Board Policy.

C. Chaperone is defined to mean the performance of student supervisory responsibilities at a dance, concert, or other extracurricular or co-curricular activity for which the teacher has no direct responsibility as a paid advisor, coach or instructor. The number of and the procedures regarding the assignment to chaperone activities in 1987-88 are not precedent setting.

Effective 1988-89, all chaperone assignments shall be in writing and approved by the Superintendent.

ARTICLE X

EDUCATIONAL COUNCIL

A. A joint Educational Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of members of the Board of Education (one of whom shall be the Superintendent or his designee) and an equal number of Phillipsburg Teachers selected by the Association. The exact number of members shall be established by the Board and the Association. The Council shall meet at least four (4) times a year and advise the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students and property, maintenance of classroom, control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvements, extracurricular programs, in-service programs, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, teacher responsibilities, educational specifications for buildings, and other matters regarding the effective operation of the Phillipsburg School District.

B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A.

E. The primary function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in Paragraph A. The council in preparing their recommendations for Board of Education consideration shall at all times avail itself of the most up-to-date research pertinent to such

recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

F. All reports and recommendations outlined above in Paragraph E. shall be in writing.

G. Meetings shall generally be held during evening hours, usually beginning at seven-thirty P.M.

H. The Board of Education in order to establish this Council and to enable it to function adequately agrees to budget \$500.00 (five hundred dollars) annually to provide for reasonable expenditures related to the work of the Council.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to leaves of absence with full pay up to a maximum of two (2) days in any contract year. The two (2) days shall require no reason be given. If, on any one day, requests for a temporary leave day exceed ten (10) per cent in a building or, in the case of buildings in which there are fewer than twenty teachers, these requests exceed two (2) teachers, the Superintendent may deny requests beyond the above limitations. Such denial shall be subject to grievance procedures. If not used, all personal days without reason will accumulate annually as sick leave days. All unused personal leave days shall convert to sick days effective at the end of each school year.

All leaves of absence referred to in this section are subject to the following conditions:

- (1) At least twenty-four (24) hours notice shall be given in requesting a personal day through the building principal. Lacking such notice, the absence will be considered unauthorized and teacher's pay will be deducted at a daily rate of 1/187 of the annual salary.
- (2) Personal days will not be granted the day immediately preceding or following a vacation, except for appropriate reasons stipulated well in advance.

(3) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.

B. Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.

C. As may be required to meet the beginning or ending dates of NDEA Institute, etc., an additional three (3) days shall, if necessary, be granted to teachers applying under this provision.

D. Attendance of Association representatives at conferences and conventions of state and national affiliated organizations. (The combined total for all Association representatives shall not exceed six (6) man days).

E. In the event of a death in the immediate family, an allowance up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, stepparents, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, or any member of the teacher's immediate household.

F. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools with or without pay.

G. A regularly appointed teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. Such training shall be arranged for times when school is not in session whenever it is possible to do so. Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his pay and his military pay for the remainder of such time provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

H. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

I. Emergency Days -- Teachers shall be entitled to two (2) days of leave in each school year for the purpose of caring for an ill spouse, companion, child, parent or member of their immediate household or attending to other emergencies.

J. In lieu of payment for additional work beyond the school day, subject to the prior written approval of the Superintendent, compensatory time may be granted upon the request of either the employee or the District.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or services as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. (1) A maternity/paternity leave of absence without pay will be granted to any teacher. In the case of a tenure teacher, such leave of absence shall be for a period of one (1) or not more than two (2) years. In the case of a non-tenure teacher, the Board is not required to grant said leave beyond the end of the current contract year. The applicant shall make the pregnancy known to the office of the Superintendent by the third month.

The leave shall begin at a time recommended by the person's physician or other mutually agreeable date.

(2) A teacher on maternity/paternity leave shall have the opportunity to substitute in the Phillipsburg School District in the area of her certification at the discretion of the Superintendent of Schools.

- (3) Any tenure teacher adopting an infant child may be granted a leave up to a period of two (2) years without pay. Such leave shall commence upon receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.**
- (4) Return from maternity/paternity leave, or leave for adoption purposes, will occur at the beginning of a school semester so that the return date will not exceed two (2) years maximum leave.**
- (5) Subject to any rights under the Family and Medical Leave Act and the N.J. Family Leave Act, tenured teachers being granted maternity/paternity leaves in accordance with this Section C must return to duty and continue to work for a period one full school year prior to becoming eligible for another maternity/paternity leave.**

D. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

E. Upon return from leave granted pursuant to Sections A and B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections C and D of this Article.

F. All extensions or renewals of leaves shall be applied for and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE XIII

SICK LEAVE

All teachers of the school staff shall be entitled to ten (10) sick leave days each school year with pay as of the first official day of said school year whether or not they report for duty on the day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

Any teacher who has been in the employ of the Board of Education of Phillipsburg, New Jersey, for a continuous period of twenty (20) years or more, and whose sick leave has expired, may request that he or she be paid the differential between his or her salary of a substitute for a maximum period of seventy-five (75) days while he remains employed by the Board of Education, but said payments shall be made for not more than the said seventy-five (75) days, in any one period consisting of any two consecutive years. The salary of a substitute shall be the salary set by the Board as the normal rate of pay per day for substitutes and shall enter into all calculations. The Board shall review the request on a case by case basis, and notify the teacher of its decision in writing.

The teacher shall certify to the Board, in writing, the nature of his illness upon return to duty in all cases. Sick leave for more than three (3) consecutive days may require the teacher to present, in addition to his or her certification as to the illness, the certification of his or her physician.

Teachers with twenty (20) years or more service to the Phillipsburg School System retiring at the end of the 1999-2000 school year and thereafter shall receive one-half (1/2) of his/her daily rate of pay for up to and including ninety (90) days of unused accumulated sick leave (i.e. forty-five (45) full days pay maximum) and quarter-pay for the next thirty (30) days. The daily rate of pay for this purpose shall be 1/184th of the pay earned in the previous 187 full contract days worked, including senior service increments where applicable.

ARTICLE XIV

SABBATICAL LEAVE

A sabbatical leave shall be granted to a teacher by the Board for the purpose of full-time graduate study in the teacher's field of certification, or within the non-reviewable discretion of the Board if requested for other reasons, subject to the following conditions:

- (1) No more than one per cent (1%) of the teaching staff will be eligible for a sabbatical in any one year. The Board has non-reviewable discretion to determine which applicants shall receive a sabbatical when more than 1% apply.

- (2) To be eligible for a sabbatical a teacher must have ten (10) years continuous service in the district.
- (3) A teacher on sabbatical leave shall be paid by the Board at one-half pay for a full year.
- (4) Teachers must apply for a sabbatical by December 15 of the school year preceding the sabbatical year and will receive notification from the Board by March 1.
- (5) Teachers on sabbatical leave shall receive full credit on the salary guide upon their return to the district.
- (6) A teacher shall agree to return to the district for one (1) year after the sabbatical, or on default to return to the Board the entire sabbatical pay.
- (7) A sabbatical shall begin on September 1.

ARTICLE XV

SALARIES

- A. (1) The salaries of all teachers covered by this Agreement are set forth on Schedule "A" which is attached hereto and made a part hereof.
- (2) Except the initial salary of a teacher shall be set at the discretion of the Board of Education, subject to the provisions of Paragraph C below, but shall not exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. The Board of Education and the individual shall decide as to the salary step and this agreed upon experience level shall proceed from this point in regular progression in future years.
- (3) The salaries of all teachers in the Phillipsburg Public Schools will fall on or within the minimum and maximum indicated in Schedule "A".

- (4) All teachers, except for the limitations imposed by Section A (2) of this article and in the case of teachers whose salaries are off-guide as a result of increment withholding(s), shall be on their appropriate step of Schedule "A".

B. Teachers shall be notified of their contract status on or before May 15 in accordance with N.J.S.A. 18A:27-10. Teachers being offered contracts shall indicate acceptance or rejection on or before June 1 in accordance with N.J.S.A. 18A:27-12.

- (1) Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- (2) Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- (3) Teachers may individually elect to have ten per cent (10%) of their monthly gross salary deducted from their pay which will be set aside and will be paid in two equal summer payments on July 15th and August 15th, by mail. The money set aside for summer payments is not payable until July 15th and August 15th, unless a person leaves the employment of the Board before the end of the regular ten (10) months contract period; or upon a thirty (30) day written request to the Board Secretary stating that an emergency exists and that they are requesting withdrawal of the accumulative sum. No requests must be honored before June 30 of the school year.
- (4) When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- (5) Teachers shall receive their final checks on the last working day in June, provided they have fulfilled all professional responsibilities.

C. Increments and/or raises may be withheld in whole or in part for inefficiency or other just cause.

- (1) Prior to recommending the withholding of an increment and/or raise, an administrator involved, whether the immediate

supervisor, principal or the Superintendent, shall confer with the teacher and advise the teacher of his intent to make such a recommendation, and in the case of inefficiency in the performance of duties, such conference shall occur at least 45 days prior to the making of such recommendation.

- (2) All teachers whose increments and/or raises or any part thereof are too be withheld shall be notified in writing of same by the Board within ten (10) days of the action by the Board to withhold the increment, together with the reasons for such action by he Board. In no case shall notification occur later than September 1.
- (3) Such action by the Board shall be subject to review through the grievance procedure with the appeal to commence at Level Four.
- (4) The arbitrator shall have the authority to advise restoration of all or part of the increment withheld.
- (5) Thereafter, the Board may restore all or part of any increment and/or raise withheld either on its own action or upon request by the teacher; and the teacher may initiate a grievance at Level Five and proceed to arbitration with respect to any increment and/or raise withheld but not restored only during the second school year next following the school year in which the teacher received notice that the increment and/or raise would be withheld.

By way of illustration of the foregoing:

School year 1994-95: On or before September 1, 1993, the Board notifies teacher of the decision to withhold increment and/or raise, effective as of the start of the 1993-94 school year. Teacher may grieve the decision.

School year 1995-96: Board on its own action or upon review requested by teacher, may restore all or part of the increment and/or raise withheld for this year. Teacher has no right to review Board decision by appeal to arbitration.

School year 1996-97: Board will notify the teacher on or before May 1, 1994 if it will not restore the increment and/or raise

effective as of the start of the 1996-97 school year. The teacher may appeal the Board decision through the grievance procedure with the appeal to commence at Level Five. The time within which to appeal shall run from the date of such notification

D. Coaches' Guide

- (1) All coaches who are to be retained in the position shall be notified of such fact by June 15th and will indicate their acceptance or rejection in writing within ten (10) days of the notification.
- (2) Coaching salaries shall be paid:
 - (a) First within five (5) days of the middle of the season at the rate of one-half (1/2) the total stipend for each sport

and

 - (b) Second and final payment shall be paid upon conclusion of each of the three sport seasons.

E. Extracurricular Non-Athletic Stipends

A stipend for any extracurricular position mandated by the Board or Administration is to be first negotiated with the PEA before the position is filled.

ARTICLE XVI

CREDIT REIMBURSEMENT

The Board shall reimburse teachers for graduate credits at the New Jersey State College tuition rate with a maximum of twelve (12) credits per school year per teacher upon receipt of an official transcript showing satisfactory completion of a course with a passing grade. It is also agreed that prior notification and approval by the Superintendent before enrollment in any course or program is mandatory to eliminate a misunderstanding after completion of a course or program as to whether or not it qualifies for

reimbursement. Approval will not be withheld for courses directly related to the teacher's field of study, courses required in a degree program in your major field of study or courses required in a Master of Education program. All other courses need prior Superintendent approval before enrollment in order to qualify for reimbursement which shall be at the Superintendent's discretion. The Board of Education will appropriate a yearly amount of \$60,000 during the term of this contract for credit reimbursement under this Article. In the event the total amount sought by all of the members shall exceed the pre-stated limit for credit reimbursement, such excess shall be borne by the members, prorata. Course credits taken during the summer and fall sessions will be reimbursed in February of that school year. All course work applications for the spring term of each school year must be submitted for approval ten (10) days prior to the second regular Board meeting of the Phillipsburg Board of Education in February.

Effective with the 1992-93 school year, the following reimbursement schedule shall be enacted:

- (a) Course credits taken during the summer shall be reimbursed in October at fifty per cent (50%) of the total due to be reimbursed.
- (b) Course credits taken during the fall and the remaining fifty per cent (50%) of summer course reimbursement shall be paid in February, provided that the notifications of courses being taken in the spring, added to the summer and fall courses, will not yield a total reimbursement amount exceeding the Board's appropriation for that year. If the total reimbursements requested for the full school year exceed that appropriation, reimbursement in February shall be adjusted prorata among all applicants to cover the difference between the requested reimbursements and the available funds.
- (c) Course credits taken during the spring and submitted for reimbursement no less than fourteen (14) days prior to the second pay period in June shall be reimbursed no later than the second pay period in June, at their full amount or at the prorated amount described in Paragraph "b." above. If less than full reimbursement was made in February, and the number of requests for actual reimbursement for spring courses is less than the number of notifications, then the remaining available funds shall be added into the following year's allotment.

ARTICLE XVII

**TRANSFERS, ASSIGNMENTS AND
REASSIGNMENTS**

A. No later than April 1 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known unfilled positions which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of May 1, June 1, July 1, and August 1. During July and August, the revised list will not be posted in the school buildings. However, it will be forwarded to the Association President at his summer address as filed with the Board.

B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. The final decision pertaining to assignments rests with the Superintendent of Schools. Upon reaching his decision, the Superintendent shall notify the employees involved.

C. As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President, a system-wide roster showing the names and tentative assignments of all teachers by building. In the event of a change of tentative assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Superintendent or his designee will be held.

D. Notification of all open positions in the Phillipsburg Public Schools shall be posted in all schools and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within 7 calendar days of the date the notice is posted if posted on or between August 15 and June 15, and within 15 calendar days of the date the notice is posted if posted on or between June 16 and August 14.

ARTICLE XVIII

TEACHER EVALUATION

- A. (1) Non tenured teachers shall be evaluated at least three (3) times per year. Tenured teachers shall be evaluated at least (1) time per year.**
- (2) Each evaluation shall consist of a formal observation and a post-observation conference. The teacher shall sign the original evaluation report and be given a copy. Such teacher signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof. If, for any reason, the teacher fails to sign the evaluation report, the evaluator shall note the circumstances in writing on the report form, send a copy of the annotated form to the teacher, and then place the annotated report in the teacher's file and/or submit such report to the Central Office.**
- B. (1) Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his file.**
- (2) The teacher shall acknowledge that he has had the opportunity to review such complaint by affixing his 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 answer shall be reviewed by the Superintendent or his designee and attached to the file copy.**
- 3) All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the supervisor. The Association shall be informed if any employee described in the unit in *Article I* refuses to sign derogatory or evaluation material that is being placed in his file.**

C. A teacher shall have the right, upon request, to review the contents of his personnel file, in the presence of the Superintendent or Assistant Superintendent, and to receive copies at Board expense of any documents contained therein. A teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

ARTICLE XIX

REPORTING FOR DUTY LATE

It is mutually agreed that arrival at employment stations on time is in the best interests of the educational program.

It is further understood that extenuating circumstances do result in occasional late reporting.

It is agreed that more than three such late arrivals per school year is cause for disciplinary action of the employee concerned.

DISCIPLINARY ACTION

Staff members who have exceeded three late arrivals shall have their salary reduced as follows:

- (1) Up to 40 minutes - 1/6 of their daily salary.**
- (2) Over 40 minutes - 1/2 of their daily salary.**

ARTICLE XX

INSURANCE PROTECTION

A. The Board of Education agrees that it will provide individual and full family health-care insurance coverage as follows: comparable to that currently provided through New Jersey Blue Cross and Blue Shield covering the areas of:

1996-97 -- Coverage comparable to that currently provided through New Jersey Blue Cross and Blue Shield covering the area of:

- (1) Hospitalization benefits**
- (2) Surgical benefits**
- (3) Medical benefits**
- (4) Diagnostic benefits**
- (5) Major Medical benefits with a maximum limit of \$250,000.**
- (6) A voluntary second opinion plan clause shall be in effect as of August 1, 1993.**

Preferred Provider Organization (PPO)

- shall be an option to all staff members employed prior to July 1, 1997**
- an “*open enrollment*” period, July 1 and January 1, shall be provided to all present staff members**
- shall be mandatory for all staff members employed after June 30, 1997--family coverage available at no cost to employee**
- the copay for premiums for all enrolled in the PPO shall be \$0**

Traditional Indemnity Plan of BC/BS

- shall be an option to all staff members employed prior to July 1, 1997**
- an “*open enrollment*” period, January 1 and July 1 shall be provided to all staff members employed prior to July 1, 1997.**

- the copay for premiums for all enrolled in the “traditional” plan shall be \$16

Family Prescription Plan -- Prescription copay shall be \$5 mail in, \$5 generic, and \$10 brand name. However, employees must accept a generic equivalent whenever available. In the event that a generic is not available, the employee is responsible for only the \$10 copay. Should an employee choose a name brand over its generic equivalent, he or she shall be responsible for the difference in the cost between the brand name and the generic equivalent.

Hospitalization, surgical, medical and diagnostic benefits are described in the contract effective July 1, 1970, on file at the Board of Education Office. The major medical benefits as described in the contract effective July 1, 1965 and revised effective July 1, 1970, will be changed to a deductible of \$100/single plan and \$300/family plan to be effective on August 1, 1993. Staff members enrolled in the PPO are subject to a \$100/single and \$200/family deductible.

B. A Dental Program shall be provided by the Board for one party coverage at the rate of (as increased) per month per employee from July 1, 1999 to June 30, 2002. The yearly cap for employee dental benefits shall be increased to \$1,500 in 1999-2000. Benefits are:

- (a) 100% of preventive and diagnostic services
- (b) 50%/50% of remaining basic services
- (c) 50%/50% of prosthodontic benefits

Based upon a usual, customary and reasonable fee schedule.

The Board will provide payroll deduction services for family coverage if 75% of all employees of the Board choose to elect a family coverage plan.

C. The Board shall request the carrier to provide each new teacher with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

D. Retired teachers shall be provided the above Section A and C benefits as part of the group contract provided there shall be no increase in insurance premiums to the Board. Payment procedures to be agreed upon by the Board and the Association.

E. A Family Vision Plan shall be provided as part of the insurance coverage within the contract.

F. Any new hires hired July 1, 1997 and after, must work at least 65% of the full-time equivalent at their respective level (for example, High School, Middle School, Elementary School, Child Study Team) in order to receive the medical benefits.

ARTICLE XXI

DEDUCTIONS FROM SALARY

A. (1) The Board agrees to deduct from the salaries of its teachers dues for the Phillipsburg Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association, as said teachers, individually and voluntarily authorize the Board to deduct. It shall be the obligation of the said Association to certify the cost of said dues to the Board Secretary-Business Administrator of said district on or before August 1 of each year -- failure to comply with this provision will relieve the Board and district from any obligation to deduct said dues. Such deductions, shall be made in compliance with Chapter 310, Public Law of 1967, (NJSAS, 52:14-15, 9e) and under rules established by the State Department of Education. Said moneys together with records of any corrections shall be transmitted to the treasurer of the Phillipsburg Education Association by the 15th of each month following the monthly pay Date_____.

The Association treasurer shall disburse such moneys to the appropriate association or associations. Teacher authorizations shall be in writing in the form set below:

**AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name _____ **Soc. Sec. No.** _____

School Building _____ **District** _____

To: Disbursing Office Phillipsburg Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or September 1 next succeeding the date of which notice of withdrawal if filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Phillipsburg Education Association to receive dues and distribute according to the United Teaching Profession.

Signature

- (2) The Association named above, through the Phillipsburg Education Association shall certify to the Board in writing the current rate of its membership dues. The Board shall be given written notification of any change in membership dues prior to the effective date of such change.
- (3) Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

- (4) The filing of notice of a teacher's withdrawal shall be at least one month prior to the effective date of halting deductions which may be either January 1 or September 1.

B. REPRESENTATION FEE

- (1) If an employee does not become a member of the Association during any membership year 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- (2) Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.
- (3) Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.
- (4) The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- (5) These deductions will commence on the next month following the new employee's successful completion of the required probationary period.
- (6) The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the

event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

- (7) The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

ARTICLE XXII

REDUCTION OF PERSONNEL

A. During the term of this contract, reduction in personnel shall be in conformity with this Agreement and with the Statutes of the State.

B. If a reduction in personnel is being considered, the Board shall notify the Association as soon as possible.

C. During said layoffs, such teacher's seniority shall remain unbroken despite such layoff and his accumulated sick leave shall not be canceled but shall remain credited to him pending his return to a professional assignment in this district.

D. The fact that a teacher is laid off for the purpose of staff reduction, this shall not result in the loss of status or credit for previous years of service.

E. Reduction of certified personnel who are represented by the Bargaining Unit will be made according to the following:

- (1) Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.
- (2) A seniority list shall be prepared by the Board and presented to the Association which includes all present Bargaining Unit personnel.
- (3) Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is

certified to perform the services of the probationary teacher to the extent it is permissible by law.

- (4) In the event teachers must be laid off, layoff will be on the basis of seniority and certification except as provided for in (3.) above.
- (5) In the event of a layoff with all of the above factors being equal, teachers will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.
- (6) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of *Article XIV* of this Agreement.

F. Recall -- Teachers shall be recalled in the inverse order of layoff for position openings for which they are certified and qualified in accordance with the following:

- (1) If a position exists within the district for which the teacher is certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position via a response by certified mail or it shall be determined that he has declined the position he was offered. If a teacher is under contract to another school district, he shall have sixty (60) days from being notified of a position in which to return to the district.
- (2) All teachers on layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and be given the opportunity to remain on recall for the following school year. The teacher shall notify the Superintendent via certified mail by April 15 of his intent to return to the school district or his layoff position shall be terminated.
- (3) No new teachers shall be hired until all properly certified tenured teachers on layoff, in accordance with this Article, have been offered an opportunity in writing to return to active employment to the extent it is permissible by law.

G. The recall list shall be maintained by the Personnel Office. It shall be the teacher's responsibility to maintain a current address with the Personnel Office. Said teacher waives his layoff position with the Board if he cannot be contacted by the district upon the opening of a position for which he is qualified.

H. The above provisions shall apply to tenured personnel only.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as a Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any teaching contract between the Board and an individual teacher hereinafter executed, shall be subjected to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

D. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers employed.

E. Nothing in this Agreement shall operate retroactively unless expressly so stated.

F. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with "School Board" policies, and administrative rules, regulations and the provisions of this Agreement.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement,

either party may do so by telegram or registered letter at the following addresses: (1) If by Association, to Board of Education, 445 Marshall Street, Phillipsburg, New Jersey.

(2) If by Board, to the President of the Association at his appropriate address as filed with the Board of Education.

H. The parties agree to the attached salary guides and extra-curricular and co-curricular guides.

ARTICLE XXIV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006, subject to the Association’s right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

The Board and the Association agree to begin negotiations over a successor Agreement pursuant to the rules and regulations of the Public Employee Relations Commission.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Phillipsburg Education Association

Phillipsburg Board of Education

By _____

By _____

By _____

By _____

Dated: _____

SCHEDULE A

TEACHER SALARY GUIDES (Effective July 1, 2003)

This guide uses the terminology and definitions used in the New Jersey Statutes, Title 18A, Education (18A:29-6).

(1) Teacher Salary Guides

The factors which determine a teacher's salary or placement on the salary guide are: years of training, years of teaching experience, success as a teacher, and compliance with the law.

(a) After April 1, 1963, if it is necessary to employ an emergency, non-degree teacher, such teacher shall be placed on this scale.

(b) Certified nurses shall be placed on the bachelor's or equivalent guide.

(c) All course credits above the bachelor's level must be on the graduate level earned at institutions recognized by the State of New Jersey. A teacher will be placed on or granted credit toward advanced training levels for approved graduate courses providing he is permanently certified.

(d) All teachers on the M.A. scale as of June 30, 1969, shall remain on the M.A. scale -- This provision is a grandfather clause only and is designed to protect those persons who arrived at the M.A. scale, as of June 30, 1969, and no others.

(2) Senior Service Increments

On the basis of the last continuous service in Phillipsburg schools, plus military service credit, teachers shall receive senior service increments as follows: