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PREA  
1980-1982

AGREEMENT BETWEEN

THE PRINCETON REGIONAL EDUCATION ASSOCIATION

AND

THE PRINCETON REGIONAL BOARD OF EDUCATION (Employees)

FOR THE PERIOD OF

X JULY 1, 1980 TO JUNE 30, 1982

The Princeton Regional Board of Education is an equal opportunity/affirmative action employer.

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PREA 6/12/80

X July 1, 1980 - June 30, 1982



1980-1982 AGREEMENT BETWEEN  
 THE PRINCETON REGIONAL EDUCATION ASSOCIATION AND  
 THE PRINCETON REGIONAL BOARD OF EDUCATION

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ARTICLE 1

RECOGNITION

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A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all contractual certificated personnel who comprise the unit as follows:

1. Classroom teachers
2. Guidance counselors
3. Nurses
4. Librarians
5. Psychologists
6. Social Workers
7. Supplementary Instructors
8. Learning Consultants
9. Speech Therapists
10. Resource Teachers
11. Any other temporary appointments made from the unit

B. Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. Unless otherwise indicated, references to "Superintendent" when used hereinafter in this Agreement, shall encompass the meaning of "Superintendent or his/her designee".

D. Titles of positions which indicate gender shall be construed to mean male or female.

E. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

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ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

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A. Negotiations

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be ratified by the Association, shall be adopted by appropriate resolution of the Board, and shall be signed by the Board and the Association.
3. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership and the Board reserves a right to request a statement signed by an officer of the Association that the membership had ratified the Agreement.

B. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE 3

GRIEVANCE PROCEDURE

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A. Definition

1. A "grievance" is an appeal by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
  - a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
  - b. A grievance based upon policies and/or administrative decisions affecting a teacher or group of teachers will follow prescribed procedures but will not be subject to arbitration.
  - c. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following:
    1. A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.
    2. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
2. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within thirty (30) school days from the date of its occurrence.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

B. Purpose

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

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C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that a step or steps fall within the period between the end of school in June and the opening of school in September, then the time limits set forth herein as school days shall be interpreted as days when the central office is open.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
4. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
5. The Association may process a grievance through all levels of the grievance procedure in accordance with this ARTICLE.
6. Level 1. Any teacher who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.  
  
Level 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:
  - a. the matter at issue or in dispute.
  - b. the reason given by the supervisor for his/her decision.
  - c. counter-arguments of the grievant.
  - d. the grievant's request.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

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The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for the decision, and conclude with a reasoned decision within six (6) school days of receipt of the written grievance.

Level 3. The teacher, no later than six (6) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent.

The appeal shall be made in writing to the Superintendent with a copy to the Association. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal. The Superintendent shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible. The Superintendent shall resolve the matter and communicate the decision with reasons in writing to the teacher, the principal and the Association within a period not to exceed fifteen (15) school days.

Level 4. If the grievance is not resolved to the teacher's satisfaction, the grievant, not later than six (6) school days after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board. The Board, or a committee thereof, shall review the grievance and in the case of a grievance which does not relate to a matter specifically part of this Agreement, shall hold a hearing with the teacher and render a decision with reasons in writing to the teacher and the Association within thirty (30) school days of receipt of the grievance by the Board.

If the grievance relates to a matter specifically part of this Agreement, the Board, or a committee thereof, upon request of the Association or at its own option, shall review the grievance, hold a hearing with the teacher, and render a decision with reasons in writing to the teacher and the Association within thirty (30) school days of receipt of the grievance by the Board.

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Level 5. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application or violation of this Agreement, the Association shall so notify the Board through the Secretary to the Board within ten (10) school days of receipt of the Board's decision.

The parties shall be bound by the Rules and Procedures of the American Arbitration Association in the selection of an arbitrator.

1. The authority of the arbitrator shall be subject to the following:
  - a. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
  - b. The arbitrator be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
  - c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
  - d. The arbitrator shall be bound by the laws of the State of New Jersey and the United States and Decisions of the Courts of New Jersey and of the United States.
2. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.
3. Only the aggrieved, the Association and the Board shall be given copies of the arbitrator's decision.
4. The Association and the Board shall be responsible for all costs incurred by each and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at the grievant's option, by a representative selected or approved by the Association.

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2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgement of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent, and the processing of such grievance shall be commenced at Level 3.

2. 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.

3. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.

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ARTICLE 4

TEACHER RIGHTS

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- A. Pursuant to the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974), the Board hereby agrees that teachers shall have the right freely to organize, and join and support the Association for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the 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 enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as (s)he may have under New Jersey School Laws.
- C. No teacher shall be disciplined without just cause.
- D. 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 an office, position or employment or the salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.

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ARTICLE 5

BOARD RIGHTS AND RESPONSIBILITIES

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- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under New Jersey Statutes Title 18A, Education, or any other national, state county, district, or local laws or regulations as they pertain to education.

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ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

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- A. The Board agrees to furnish to the Association a current roster of certificated full-time personnel, one copy of the agenda and minutes of all public meetings as duplicated and distributed to Board Members and the County Superintendent of Schools, one copy of names and addresses of all teachers, and such other public information that shall assist the Association in collective negotiations and handling of grievances.
- B. Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings in accordance with Board Policy KG entitled "Community Use of School Facilities" (Revision #1 adopted 6/15/76).
- D. The Association may be permitted 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, when such equipment is not otherwise in use, with prior approval of the principal. Such approval shall not be unreasonably withheld. The Association shall provide its own supplies.
- E. The Association shall be provided without cost with office space in a building at a location and of a description to be mutually agreed upon within limits of available space. The Association shall be allowed to install and maintain a telephone in the office at Association expense.

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F. Upon written request, up to ten (10) days leave of absence without loss of pay in a school year shall be granted to Association members for Association business. The aforementioned ten (10) days is the total to be utilized by the Association membership in its entirety. Said requests shall be certified by the President of the Association and forwarded to the Superintendent at least one (1) week in advance, except in the event of an emergency.

G. Except as provided by law, 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 teachers, and to no other teacher organizations.

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ARTICLE 7

TEACHER WORK YEAR

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A. Definition of Work Year

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days.
2. 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.

B. Extension of professional service beyond the in-school work year, as defined in Paragraph A above, shall be staffed by certificated personnel.

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ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

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- A. The in-school work day shall be that time which is necessary for teachers to meet their professional responsibilities to the children, the school, and the community.
- B.
  1. The daily teaching load in the senior high school shall not exceed six (6) teaching periods: the sixth (6th) period to accommodate physical education, science laboratory periods, study halls, and non-teaching assignments. Said teaching load shall not exceed four (4) hours and thirty (30) minutes of pupil contact which does not include the homeroom period.
  2. The daily teaching load in the middle school shall not exceed four (4) hours and thirty (30) minutes of pupil contact.
  3. The teaching load in the elementary schools shall not exceed twenty-two (22) hours and thirty (30) minutes per week of pupil contact.
  4. Department Chairmen in the high school shall not be assigned more than three (3) student instruction periods, a homeroom period, not more than one (1) additional non-teaching period. Every attempt shall be made to free the chairmen from homeroom and other non-teaching assignments.
  5. Subject area coordinators in the middle school shall not be assigned more than four (4) student-instruction supervision periods each day and shall be excused from regular study hall duties and homeroom assignments whenever possible.
  6. K-8 and K-12 coordinators shall not be assigned more than four (4) student instruction periods a day and shall be excused from homeroom assignments.
  7. Whenever possible, teachers in grades seven through twelve shall not be required to prepare for more than three (3) subject courses each semester.

A16

PREA 12/17/79

- 01.
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- 04. C. 1. Teachers shall have a daily duty-free lunch period of at
- 05. least the length of the students' lunch period.
- 06.
- 07. 2. Teachers may leave the building without requesting permission
- 08. during their scheduled free periods, but shall inform their
- 09. supervisor that they are leaving, and where they can be
- 10. reached if practicable.
- 11.
- 12. D. 1. Building-based teachers may be required to remain after the
- 13. end of the regular workday, without additional compensation,
- 14. for the purpose of attending faculty or other professional
- 15. meetings each Monday, excluding the fourth Monday, which
- 16. shall be designated for Association meetings. Such meetings
- 17. shall begin no later than fifteen (15) minutes after the
- 18. student dismissal time and shall run for no more than sixty
- 19. (60) minutes.
- 20.
- 21. 2. An Association representative may speak to the teachers
- 22. during any meetings referred to in Paragraph 1 above for no
- 23. more than ten (10) minutes upon the request of the repre-
- 24. sentative.
- 25.
- 26. 3. An administrator may speak to the teachers during any
- 27. Association building or system-wide meetings for no more than
- 28. ten (10) minutes upon request of the administrator.
- 29.
- 30. 4. The notice and purpose for any meeting shall be given the
- 31. teachers at least two (2) days prior to the meeting, except
- 32. in an emergency. Teachers shall have the opportunity to
- 33. suggest items for the agenda.
- 34.
- 35. E. Classroom teachers shall, in addition to their lunch period,
- 36. have daily preparation time during which they shall not
- 37. be assigned to any other duties as follows:
- 38.
- 39. 1. Elementary School - two hundred (200) minutes per week,
- 40. but no less than twenty-five (25) minutes in any one day.
- 41.
- 42. 2. Middle School - one (1) period
- 43.
- 44. 3. Senior High School - one (1) period
- 45.
- 46. F. In accordance with law, teacher participation in extra-curricular
- 47. activities which extend beyond the regularly scheduled in-school
- 48. day shall be voluntary, and shall be compensated according to
- 49. Schedule C.
- 50.
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- 53. A17
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- 55.
- 56. PREA 12/17/79

ARTICLE 9

NON-TEACHING DUTIES

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A. Teachers shall not be required to perform the following non-professional duties:

- 1. Collecting money from students for insurance and photos.
- 2. Delivering books to and from classrooms.
- 3. Custodial functions.

B. The Board shall continue to relieve teachers of cafeteria supervision at the elementary and middle school levels.

C. Activities which have no educational objective shall be discouraged. This shall include, but not be limited to, the collection of funds for:

- 1. Programs in which all pupils are expected to participate. Such programs should be financed by the Board.
- 2. Other programs of such a desirable educational nature that they should be legitimately financed by the Board.
- 3. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils.
- 4. Activities and charitable purposes beyond any pupil's ability to pay.

D. Employees' Automobiles Used For School Activities

- 1. An employee's motor vehicle may not be used to transport students to school activities, unless
  - a. The vehicle conforms to the regulations promulgated by the State of New Jersey for the transportation of students, including insurance, and
  - b. The driver holds the appropriate license required by the State of New Jersey for transporting students.
- 2. In case of emergency, students may be transported in any licensed motor vehicle by a licensed driver.

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ARTICLE 10

TEACHER EMPLOYMENT

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A. Teachers shall be notified of their employment status for the ensuing year by April 30. Teachers shall be notified of their salary status no later than two (2) weeks after the signing of the Agreement between the Association and the Board, or April 30, whichever is later.

B. Experience Credit on Salary Guide

1. Full credit may be given for previous teaching experience in a duly accredited school upon initial employment or re-employment after at least one (1) year's interruption, in accordance with the provisions of Schedule A.

2. Credit not to exceed five (5) years of military experience or alternative civilian service required by the Selective Service System and credit not to exceed five (5) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship may be given upon initial employment.

C. Previously accumulated sick leave days shall be restored to all teachers returning to the district.

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PREA

ARTICLE 11

SALARIES

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A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

B. Each teacher shall be placed on the next step of the salary schedule as of the beginning of the next school year.

C. A teacher's salary shall be adjusted to the appropriate level of the salary guide for degree and/or accredited academic preparation in September and in February.

D. Appointments to stipend positions will be made according to the teacher's salary guide and supplemented by the stipends for the period in which they serve in these positions. (See appropriate SCHEDULES.)

E. Pay Periods

1. Teachers shall be paid in equal semi-monthly installments.

2. Credit Union Deductions

a. Teachers may individually elect to have a fixed dollar amount of their semi-monthly salaries deducted from their pay. The Board will remit within 15 days after each month the total amount deducted to the Mercer County New Jersey Teachers Federal Credit Union. Authorization forms shall be supplied by the Board.

b. By June 1 of each year, authorization forms will be made available to all teachers, and by June 30 of each year, teachers who wish to participate must file their authorization forms with the Office of Business Administration.

c. Teachers employed after June 30, who wish to participate, will notify the Business Office within 15 days after the effective date of employment.

d. The Board does not assume any responsibility for the funds after the total amount has been forwarded to the credit union.

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PREA 12/17/80

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e. A teacher may not alter an authorization to deduct the fixed dollar amount during the academic year except to withdraw from the plan. Once a teacher has withdrawn from the plan, deductions may not be reinstated during the same academic year.

3. 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.

4. Each teacher shall receive his/her final check after (s)he has completed the customary end-of-year routines to the satisfaction of the principal or supervisor. Teachers shall be provided with a pay schedule on or by the first payday of each school year.

F. Eligibility for payment under the MA+30 Salary Guide shall be determined under the following guidelines:

1. Necessary credits for payment - MA plus 30.

2. Courses taken during a current or future Master program in excess of the requirements for the Master's degree may be applied to the MA plus 30.

3. Courses taken after the acquisition of a Master's, either on the graduate or undergraduate level, may be applied to the MA plus 30.

4. All of the courses must be courses which are acceptable in obtaining a teaching, administrative or supervisory certificate.

5. Courses which are required to be taken prior to entering a Master's program are not applicable.

6. In-service programs for which credit is earned from a degree-granting institution are applicable.

7. Advance approval from the Superintendent is required as to the applicability of any courses to the MA plus 30 column.

G. A teacher who is assigned to work after the close of the regular in-school year or during Board-scheduled school holidays or vacations shall be compensated at the following rates:

1. For instructional programs and/or activities which are extensions of the normal work year responsibilities, 1/185 of the teacher's base salary for each day worked.

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2. For all in-service and curriculum development activities, regardless of funding, \$12.00 per hour worked during 1980-1981, and and \$13.00 per hour beginning July 1, 1981.

3. Director or supervisory positions for programs under G-1 and G-2 will be paid at a higher rate to be negotiated between the Superintendent and the Association.

H. Payment at Retirement - Upon retirement at the end of the school year, the retiree shall be paid for 90% of the unused accumulated sick leave days at the per diem substitute pay rate in effect during that school year. For employees who retire during a school year, for purpose of calculating the payment, the unused sick leave from the days accumulated during that year shall be prorated on the basis of 1.2 days per month worked at the substitute rate of the previous year.

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PREA 6/12/80



ARTICLE 12

TEACHER ASSIGNMENT

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A. Assignment and Schedule

- 1. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel.
- 2. For the following administrative purposes, teachers who have assigned duties in more than one building shall have one building designated by the Superintendent to -
  - a. Receive pay checks
  - b Attend back-to-school nights
  - c. Attend building faculty meetings
- 3. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate listed below for all driving done on Board business after arrival at the first location at the beginning of the work day, provided, however, that if the distance between the teacher's home to the first school is greater than the distance between the teacher's home and the base school(s) shall be reimbursed for the difference at the rate of seventeen cents (17c) per mile for 1980-1981 and thereafter at a rate consistent with the IRS guideline in effect on July 1 of each contract year.

B. Notice and Notification

- 1. The Superintendent or his/her designee shall give notice of assignments to new teachers as soon as practicable.
- 2. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after contract notification, the teacher affected shall be notified promptly.

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PREA 12/17/79 and 6/12/80

ARTICLE 13

PROMOTIONS, VACANCIES AND NEW POSITIONS

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A. Any certified position vacated or created shall be considered open and a list of such positions shall be made available to all teachers prior to filling them.

1. Vacated positions are those open due to resignation, retirement, death, transfer, reassignment, reduction in force, or leave of absence.

2. Created positions are those which increase the teaching staff within a building, or deal with a subject not previously taught. This definition shall not be construed to apply to contract adjustments for part-time staff members.

B. Open positions shall be publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, notices shall be posted in each building office and lounge, and shall be sent to the Association President, Building Representative, and Department Chairmen. Ordinarily, they shall be distributed at least twenty (20) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date, except in case of emergency.

2. During the summer period when school is not regularly in session, all teachers who have indicated a desire to be notified of open positions shall be notified by mail. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than seven (7) days before, unless sufficient time is not available because of the opening of school. Compliance with this provision shall be deemed to constitute complete and adequate notice.

3. The notification shall set forth the qualifications for the position, certificate requirements, its duties, the rate of compensation, and the supervisor.

C. All qualified teachers shall be given the opportunity to make application and no position shall be filled until all properly submitted applications have been considered.

Announcements of appointments shall be given to applicants and a list of said appointments shall be given to the Association and shall indicate which positions have been filled and by whom.

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ARTICLE 14

TRANSFERS AND REASSIGNMENTS

Section I - Transfers

- 01.
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- 09. A. Teachers who desire to transfer to another building may file a
- 10. written statement of such desire with the Superintendent with a
- 11. copy to the Principal not later than April 1. Such statement
- 12. shall include the grade and/or subject to which the teacher
- 13. desires to be assigned and the school or schools to which (s)he
- 14. desires to be transferred, in order of preference.
- 15.
- 16. B. In the event of involuntary transfer, teachers may request from a
- 17. list of open positions, in order of preference, the positions to
- 18. which they desire to be transferred.
- 19.
- 20. C. A transfer shall be made only after consultation between the
- 21. teacher involved and the appropriate Administrator, at which time
- 22. the reasons therefore shall be discussed. At the teacher's
- 23. option a PREA representative may be included in this consulta-
- 24. tion.
- 25.
- 26. D. On or about May 30, the Superintendent shall notify the
- 27. Association regarding the names of all teachers who have been
- 28. transferred up to that date. From June 1 until the opening of
- 29. school, the Board shall send to the President of the Association
- 30. a copy of each notice of transfer sent by the Personnel Depart-
- 31. ment.
- 32.

Section II - Reassignments

- 33.
- 34.
- 35. A. Teachers who desire a change in grade and/or subject assignment
- 36. may file a written statement of such desire with the Principal
- 37. not later than April 1. Such statements shall include the grade
- 38. and/or subject to which the teacher desires to be reassigned, in
- 39. order of preference.
- 40.
- 41. B. A reassignment shall be made only after consultation between the
- 42. teacher involved and the appropriate Administrator, at which time
- 43. the reasons therefore shall be discussed. At the teacher's
- 44. option a PREA representative may be included in this consulta-
- 45. tion.
- 46.
- 47. C. On or about May 30, the Superintendent shall notify the Associa-
- 48. tion regarding the names of all teachers who have been reassigned
- 49. up to that date. From June 1 to the opening of school, the Board
- 50. shall send to the President of the Association a copy of each
- 51. notice of reassignment sent by the Personnel Department.
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ARTICLE 15

TEACHER EVALUATION

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- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address, audio systems, and similar devices shall be with the full knowledge of the teacher before such use.
- 2. A teacher shall be given a copy of any class-visit or evaluation report prepared by the evaluators within a reasonable time before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior knowledge of the teacher. An attached form shall be available for teacher response. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. A teacher shall have the right, upon request, to review the contents of his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the file which (s)he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in his/her judgement, they are obsolete or otherwise inappropriate to retain, they will be destroyed.
- 2. A teacher shall have the opportunity to review material derogatory to his/her conduct, service, character or personality prior to placing such material in the official personnel file established in the Personnel Department or prior to use in any formal proceeding against him/her by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and attached to the file copy.
- 3. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.
- 4. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

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C. Evaluation of Teachers

1. Prior to any annual evaluation report, the immediate supervisor of a non-tenured teacher shall have had an appropriate communication, including but not limited to all steps in Section below, with the teacher regarding performance as a teacher.
2. Supervisory reports shall be presented to the teachers by the principal or counterpart supervisor periodically in accordance with the following procedures:
  - a. Such reports shall be addressed to the teacher.
  - b. Such reports shall be written.
  - c. Such supervisory reports are to be provided triennially for tenure teachers not later than May 15; for non-tenured teachers at least two (2) times each year; the first not later than November 15. However, a non-tenured teacher who is not being re-employed will be provided with supervisory reports at least three (3) times prior to notification of non-renewal.
- D. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance, and thereafter only documents, correspondence and/or other materials sent to or received from the teacher will be placed in the personnel file.

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ARTICLE 16

COMPLAINT PROCEDURE

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The Board and the Association agree that when a community member questions a practice or decision made by a teacher, the most appropriate and constructive way to begin to deal with the question is to bring it to the attention of the teacher. Accordingly, any comments concerning the quality of performance of a teacher made to any member of the administration by any parent, student, or other person shall be processed according to the procedure outlined below. The principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the request and they shall attempt to resolve the matter informally. If the matter cannot be resolved informally, it shall be considered a complaint. The teacher shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

Step 1.

In the event a complaint is not resolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2.

Any complaint unresolved under Step One shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3.

Any complaint unresolved at Step Two must be submitted in writing by the complainant or the teacher to the building principal or counterpart supervisor, who shall forthwith forward a copy to the Superintendent and other interested parties.

Step 4.

Upon receipt of the written complaint the Superintendent shall confer with all parties.

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Step 5.

If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of the investigation along with a recommendation, in writing, to the Board, and a copy to all parties concerned.

Step 6.

After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

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ARTICLE 17

RENEWAL OF NON-TENURE TEACHERS

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A. Procedure on Recommendation of Non-Renewal

1. Recommendation by Supervisor

Whenever the supervisor of a non-tenured teacher determines not to recommend such teacher for renewal of his or her employment with the Board, such supervisor shall so notify the teacher in writing. The teacher shall have the right within five (5) school days after receipt of such notice to request, in writing, from such supervisor a written statement of the reason or reasons for such recommendation. Such statement shall be furnished to the teacher within five (5) school days after the request, and shall be sufficient if it merely incorporates by reference a written evaluation of the teacher's performance made during the current year.

2. Recommendation by Superintendent

Before recommending to the Board the non-renewal of employment of a non-tenured teacher, the Superintendent shall, upon written request from such teacher, afford him/her an opportunity to meet informally with the Superintendent to discuss the recommendation. If the recommendation of the supervisor to the Superintendent has been to not re-employ the teacher, the Superintendent shall furnish to him/her prior to such informal meeting a written statement of the reason or reasons being considered by the Superintendent for non-renewal recommendation.

B. Board Action

1. Offer of Employment or Notice of Termination

On or before April 15 of each year, the Board shall give to each non-tenured teacher continuously employed by it since the preceding September 30 either:

- a. a written offer of a contract for employment for the next succeeding year with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or

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b. a written notice stating reasons why the final decision is being deferred to April 30. or

c. a written notice that such employment shall not be offered.

2. Statement of Reasons

a. Any non-tenured teacher who receives a notice of non-renewal of employment may request in writing, within thirty (30) days after receipt of notice, a statement of reasons for such non-employment. The request shall be addressed to the Board in care of the Secretary to the Board.

b. Within fifteen (15) days after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance Before the Board

a. A non-tenured teacher who has requested a statement of reasons for non-employment may make a request in writing, within ten (10) days of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.

b. Within thirty (30) days after receipt of a request, the Board or a Board committee shall meet with the teacher.

c. The purpose of granting an informal appearance before the Board to the non-tenured teacher is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.

d. The informal appearance before the Board is not to be an adversary proceeding.

e. The teacher may be represented by counsel or an individual of his/her own choice before the Board, and may present witnesses on his or her behalf.

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PREA 10/30/79

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f. The informal appearance shall be closed to the public.

g. The conclusions of the Board following the informal appearance shall be communicated to the teacher in writing within twenty (20) days following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the teacher shall notify the Board within ten (10) school days thereafter whether (s)he desires to accept such offer. If the teacher does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

B11

ARTICLE 18

TEACHER FACILITIES

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- 08. A. The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained.
- 09.
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- 11. B. The Board shall make available, if practicable, in each school the following facilities:
- 12.
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- 14. 1. A faculty room and/or work study room and/or dining area for the teachers. They shall be regularly cleaned by the school's custodial staff;
- 15.
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- 18. 2. Space in each classroom in which teachers may store instructional materials and supplies;
- 19.
- 20.
- 21. 3. Equipment and supplies to aid in the preparation of instructional materials;
- 22.
- 23.
- 24. 4. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher;
- 25.
- 26.
- 27. 5. A communication system so that teachers can communicate with the main building office from their classrooms;
- 28.
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- 30. 6. A clean rest room separate from the student's rest rooms;
- 31.
- 32. 7. Off-street paved parking facilities properly maintained, lighted and identified exclusively for staff use;
- 33.
- 34.
- 35. 8. Lockable closet space for each teacher's personal use;
- 36.
- 37. 9. Chalkboard space at every teaching station;
- 38.
- 39. 10. Books, paper, pencils, chalk and chalk-board erasers and other such material as required by administration in daily teaching responsibility;
- 40.
- 41.
- 42.
- 43. 11. A private telephone in each faculty lounge for the exclusive use of staff.
- 44.
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- 46. C. Teachers may call the telephone answering service at any hour, but should do so prior to 7:00 a.m. of the day they will be unavailable for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
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- 52. D. Teachers shall have access to their classrooms and teacher work areas during all hours when the custodial force is on duty.
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- 56. PREA 12/17/79

ARTICLE 19

TEACHER-ADMINISTRATION LIAISON

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- A. The Association shall select a Liaison Committee for each school building which shall meet with the principal once each month for the duration of the school year to review and discuss local school problems and practices. Said Committee shall consist of not more than one (1) member for every twenty-five (25) teachers in the school building, but shall in no event have less than two (2) members.
  
- B. The Association representatives shall meet with the Superintendent periodically during the school year to review and discuss current school problems, practices, and the administration of this Agreement.

B13

ARTICLE 20

SICK LEAVE

- 01.
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- 09. A. All teachers employed shall be entitled to twelve (12) sick
- 10. leave days each school year as of the first official day of said
- 11. school year, whether or not they report for duty on that day.
- 12. Unused sick leave days shall be accumulated from year to year,
- 13. with no maximum limit. Teachers shall be notified in September
- 14. of their total accumulated sick leave days.
- 15.
- 16. B. In exceptional cases and in the sole discretion of the Board
- 17. of Education, an employee who is ill or disabled for a greater
- 18. number of days than the total number of sick leave days that
- 19. (s)he has accumulated may be paid the difference between his/her
- 20. salary and the pay of a substitute. When granted in an indivi-
- 21. dual case, this additional sick leave with pay shall start the
- 22. day following the last day of accumulated sick leave, but shall
- 23. in no event extend beyond June 30 of the school year in which the
- 24. illness or injury occurs.
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38. Note: See ARTICLE 11 concerning pay for accumulated sick leave at re-

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56. PREA 6/12/80

ARTICLE 21

TEMPORARY LEAVES OF ABSENCE

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A. Teachers shall be entitled to a maximum of two (2) days' leave of absence with pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for request. Application for such personal business leave must be submitted in writing at least one (1) week in advance, except in the event of an emergency.

B. Teachers shall be granted the following leaves according to the provisions noted below:

1. A maximum of five (5) days without loss of pay will be granted upon request when a death occurs in the immediate family; immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents and wife's parents.

2. When individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) days.

3. One day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend.

4. Five days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family who is ill.

5. Leave of absence to attend religious services will be granted upon request.

6. Three (3) days' leave of absence may be granted to a husband to provide family care upon the birth of a child.

C. The following leaves may be granted without loss of pay upon the recommendation of the Superintendent and approval of the Board.

1. Visiting other schools or attending meetings or conferences of an educational nature.

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- 2. Time at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held
- 3. Up to five (5) days for the purpose of marriage and honeymoon or up to two (2) days for the purpose of attending the marriage of a member of the immediate family.

I. Other leave of absence without loss of pay may be granted by the Board for good reason.

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ARTICLE 22

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave - All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth. Maternity leave shall be granted subject to the following conditions:

1. A teacher shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation.
2. Upon request of the Board, request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
3. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. However, the parties may arrange other leave dates in consideration of both medical evidence and administrative feasibility.
4. A statement from a physician certifying that the teacher is physically able to return to duty may be required by the Board before a teacher is permitted to return from maternity leave.
5. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. Failure by the teacher to notify the Board in writing that she intends to return to teaching by July 1 for the Spring semester and March 1 for the Fall semester shall constitute a waiver by the teacher of her rights to return from maternity leave for that semester.
6. The leave of absence granted a non-tenure teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
7. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.

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PREA 10/30/79



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8. Time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide.

9. No teacher shall be removed from her teaching duties during pregnancy except upon one of the following:

a. The Board has found that her teaching performance has noticeably declined.

b. The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the Teacher, whose opinion on medical capacity shall be final and binding.

c. Any other just cause.

B. Adoption Leave - Any teacher adopting an infant child shall receive leave similar to maternity leave, which shall commence upon receiving de facto custody of the infant, or earlier if necessary to fulfill the requirements of the adoption.

C. Military Leave -

1. Brief leaves of absence with pay will be granted annually to personnel required to perform short periods of military duty annually, pursuant to Section 38:23-1 of the New Jersey statutes. A copy of the military orders shall be filed with the Secretary to the Board.

2. Leave of absence for military duty for an extended period of time without pay will be granted upon request and upon filing a copy of the military orders with the Secretary to the Board. An extended leave must be renewed annually if it extends beyond the end of one school year. An extended period is defined as any period longer than 90 days.

D. Leaves Without Pay - The following leaves may be granted without pay upon recommendation of the Superintendent and approval of the Board.

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

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2. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university, private school or other public school district.

3. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

E. Other Leaves - Other leaves of absence without pay may be granted by the Board for good reason.

F. Return From Leave

1. Upon return from leave granted pursuant to Section D-1 and 2 of this ARTICLE, a teacher shall be considered as if (s)he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level (s)he would have achieved if (s)he had not been absent. A teacher shall not receive increment credit for time spent on other leaves granted pursuant to this ARTICLE.

2. Unused accumulated sick leave shall be restored to the teacher upon return and (s)he shall be assigned to the same position held at the time said leave commenced, if available; if not, to a substantially equivalent position.

G. Leave Application - All applications and responses for leaves shall be presented in writing on forms provided.

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PREA 7/78

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ARTICLE 23

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

When recommended by the Superintendent and approved by the Board, payment will be provided by the Board for the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

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PREA 12/17/80

ARTICLE 24

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

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- A. Whenever any charge is brought against a teacher before the Commissioner of Education of the State of New Jersey which may affect employment or salary status, the Board shall reimburse him/her for the cost of defense if the action is dismissed or results in a final decision in favor of the teacher. Financial support shall be limited to reasonable legal fees.
- B.
  - 1. The Board shall give full support including legal and other assistance for assault upon the teacher while acting in the discharge of duties. Financial support shall be limited to reasonable legal fees.
  - 2. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
    - a. Workmen's compensation payments.
    - b. Salary differential paid by the Board.
- C.
  - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, and to the Association.
  - 2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information concerning the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- D. During periods of student disorders or disruption of the regular school program, building administrators shall endeavor to meet and consult with the Faculty Liaison Committee to consider the solution to problems which may have arisen.
- E. The Board shall reimburse teachers for the adjusted cost of repair or replacement of personal property damaged or destroyed during periods of student disorders or disruption up to a maximum of the deductible in the employees' personal insurance policy or \$100, whichever is less.

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PREA 12/17/80

ARTICLE 25

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

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A. The Board agrees that reasonable efforts should be made to insure the safety of students and staff.

B. The teacher shall immediately notify the appropriate administrator or supervisor whenever an action by a student or students is endangering or has the potential for endangering the safety of the teacher or any students in the class. In addition, the teacher shall take necessary appropriate action pending further direction from administration to insure his/her safety and the safety of the students in the class.

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PREA 1/7/80

ARTICLE 26

INSURANCE PROTECTION

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- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee.
  - B. The overall contract provisions shall be at least equivalent to those of the master contracts which are on file in the Valley Road Administration Building, as follows:
    - 1. Blue Cross/Blue Shield coverage, including Rider J and \$.50 Co-Pay Prescription Program, as detailed in Hospital Service Plan of New Jersey Contract #BC-99177 dated July 1, 1972, modified to Contract #99225 as of July 1, 1978.
    - 2. Major Medical Contract #G14779 dated April 4, 1977, Prudential Insurance Company of America.
  - C. Effective July 1, 1978, or as soon as practicable after ratification of the Agreement, whichever occurs later, the Board agrees to modify the Major Medical Contract to require a deductible of \$100 for any one member of the family. Once an eligible member of the family acquires \$100 of eligible expenses for all illnesses and accidents in a calendar year, then the other eligible members of the family are in benefit for the remainder of that calendar year.
  - D. Effective July 1, 1973, the Board agrees to modify the Hospital Service Plan of New Jersey Contract #BC-99177 dated July 1, 1972, as follows:
    - 1. Blue Shield - coverage shall include the prevailing fee in place of the scheduled fee.
    - 2. \$.50 Co-Pay Prescription Plan - coverage shall be modified to include prescribed contraceptives.
    - 3. The modified contract is #99225, effective July 1, 1973.
  - E. For employees who enroll, the Board shall pay the premiums, including family coverage where applicable.
  - F. It shall be each employee's responsibility to enroll in and revise the medical program coverage in accordance with the needs of his/her family.
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- PREA 10/30/79

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- G. Employees who retire on or after June 30, 1971, shall have the privilege of being covered under the Major Medical Contract on payment of the appropriate premium
- H. Individuals on leave without pay have the privilege of being covered under the group plans on payment of the appropriate premiums.
- I. A tenured teacher whose employment has been terminated because of a reduction in force shall continue to be protected under the terms of this ARTICLE for a period of three (3) months after termination or until (s)he obtains employment, whichever comes first.
- J. Any contemplated change in the carrier shall be discussed and agreed to by the Board and the Association.

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ARTICLE 27

PERSONAL AND ACADEMIC FREEDOM

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- A. The personal life of a teacher is not an appropriate concern of the Board except as it may directly or indirectly prevent the teacher from performing assigned functions during the work-day.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Princeton Regional School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

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ARTICLE 28

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

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Copies of all texts used in each of his/her courses shall be provided for each teacher.

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PREA 12/17/79

ARTICLE 29

DUES DEDUCTION FROM SALARY

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- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Princeton Regional Education Association, the Mercer County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Princeton Regional Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- 2. Each of the associations named above shall certify to the Board in writing, prior to August 1, the current rate of membership dues.
- B. The Association will secure the signatures of its members on the Automatic Payroll Deduction Forms and deliver the signed forms to the Board.
- C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

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ARTICLE 30

SEPARABILITY AND SAVINGS

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If any provision of this Agreement or application of this Agreement to any teacher or group of teachers 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.

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ARTICLE 31

MISCELLANEOUS PROVISIONS

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- A. The Board and the Association agree that the 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, or age.
- B. This Agreement shall be construed as 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.
- C. The Association and the Board shall be responsible for acquainting their members with the provisions of this Agreement and shall be responsible insofar as is legally possible for the adherence to the terms of this Agreement by their members during the life of this Agreement.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E. Copies of this Agreement shall be printed. The expense for printing three hundred fifty (350) copies for distribution to teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon. This Agreement shall be presented to all teachers employed by the Board.
- F. Children of staff members or deceased staff members shall be permitted to attend Princeton Regional Schools, tuition-free, in all grades. This provision shall not be construed to underwrite tuition for students who require outside placement.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses, or hand delivery (with receipt):

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- 01.
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- 04. 1. If by the Association, to the Secretary to the Board at
- 05. the Valley Road Building, Box 711, Princeton, New Jersey
- 06. 08540.
- 07.
- 08. 2. If by the Board, to the Association at the home address of
- 09. the Association President, or delivery to the individual.
- 10.
- 11. H. Requests for personal information shall be referred to the
- 12. teacher in question for action.
- 13.
- 14. I. The teacher shall maintain the responsibility to determine
- 15. student evaluation. Should the Board or the Superintendent
- 16. determine that a student's grade be changed, the teacher shall be
- 17. notified immediately and apprised of the reasons for that change.
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- 55. PREA 12/17/79
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ARTICLE 32

FULLY BARGAINED PROVISIONS

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This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974).

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PREA 10/30/79

ARTICLE 33

DURATION OF AGREEMENT

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- A. This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- B. 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.

PRINCETON REGIONAL EDUCATION  
ASSOCIATION

BOARD OF EDUCATION OF THE  
PRINCETON REGIONAL SCHOOL DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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Secretary

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PREA 6/12/80





SCHEDULE A

SALARY GUIDES

<u>1980-1981</u>	<u>AB</u>	<u>MA</u>	<u>MA+30</u>	<u>Doctorate</u>	
0	11600	12300	12700	12980	0
1	11885	12585	13075	13630	1
2	12185	12885	13400	14310	2
3	12485	13185	13825	15025	3
4	12785	13485	14375	15780	4
5	13135	13985	14925	16565	5
6	13485	14480	15450	17395	6
7	14185	15350	16375	18265	7
8	15035	16270	17360	19180	8
9	15940	17245	18400	20135	9
10	16895	18285	19505	21145	10
11	17910	19380	20680	22200	11
12	18985	20545	21920	23310	12
13	20125	21780	23235	24460	13
14	21335	23090	24635	25685	14

<u>1981-1982</u>	<u>AB</u>	<u>MA</u>	<u>MA+30</u>	<u>Doctorate</u>	
0	12400	13150	13500	14000	0
1	12725	13550	14000	14550	1
2	13075	13900	14500	15100	2
3	13450	14250	15000	15650	3
4	13850	14650	15500	16200	4
5	14200	15245	16000	16750	5
6	14750	15780	16840	17560	6
7	15460	16730	17850	18615	7
8	16390	17735	18920	19730	8
9	17375	18800	20055	20915	9
10	18415	19925	21260	22170	10
11	19520	21120	22535	23500	11
12	20690	22390	23890	24910	12
13	21930	23730	25320	26405	13
14	23255	25155	26840	27990	14



SCHEDULE B

DEPARTMENT CHAIRPERSON  
AND OTHER STIPENDS

	<u>1980-</u>	<u>1981-</u>
	<u>1981</u>	<u>1982</u>
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Department Chairs or Teacher-Coordinators -  
Princeton High School

Business Education - Industrial Arts	\$1035	\$1128
English	1400	1526
Guidance	974	1062
Library	670	730
Mathematics	1096	1195
Language	1217	1327
Physical Education	913	995
Science	1096	1195
Social Studies	1035	1128
Creative Arts	1035	1128

K-12 Coordinators

Nurses	913	995
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Other

Audio-Visual Assistants:		
Johnson Park	316	344
Riverside, Littlebrook, Community Park	586	639
John Witherspoon	609	664
High School	990	1079
Resource Teachers		
Media/Library (K-12)	1217	1327
Media/Audio-Visual (K-12)	1217	1327
Athletic Coordinator (HS)	942	1027

For 1980-1981, stipends for department chairs and K-12 coordinator of nurses have been determined on a basis of a foundation of \$571.92 plus \$57.19 for each subordinate staff member rounded to the nearest dollar; actual stipend to be paid shall be calculated on the staffing level as of October 1 of the contract year.

For 1981-1982, stipends for department chairs and K-12 coordinator of nurses have been determined on a basis of a foundation of \$623.39 plus \$62.34 for each subordinate staff member rounded to the nearest dollar; actual stipend to be paid shall be calculated on the staffing level as of October 1 of the contract year.

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SCHEDULE C

EXTRA PAY FOR EXTRA SERVICES

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- A. Teachers shall be paid for extra services.
- B. The Board and the Association agree that the staff involved in EPES activities should take a professional view of the activities and conduct them in a manner to best serve the students, the school, and the community.
- C. Criteria to Determine Eligibility for EPES
  - 1. Activities for students that require an unusual level of teacher responsibility within a school day for supervision of students and/or by an abnormal expenditure of professional time.
  - 2. Activities classified as interscholastic athletics.
  - 3. Co-curricular or extra-curricular activities taking place after the close of school.
  - 4. Activities that have received administrative review and approval which are classified as supplemental to the basic curriculum or extra-curricular programs.
- D. Special Provisions
  - 1. EPES positions shall receive pay for full service.
  - 2. EPES assignments will not reduce the regular or normal teaching load of a teacher.
  - 3. Compensatory time is removed from all eligible positions. Compensatory time is not granted for an eligible position when it receives full EPES salary under the terms of the Agreement. If compensatory time is granted, factors A, B, C must be recalculated to recognize changes in the revised EPES position.
  - 4. The grievance procedure may be initiated to resolve issues related to the administration of this proposal.
  - 5. Associates in EPES activities shall receive 80% of the stipend for Head Coach, Director or Advisor position.
  - 6. Assistants in EPES activities shall receive 70% of the stipend for a Head Coach, Director or Advisor position, except that the calculations shall be modified if the factors in the formula are different for the Assistant as compared to the Head Coach, Director or Advisor.

3-A1

01. SCHEDULE C P. 2

02.  
03. 7. Contracts shall be issued for each activity.  
04.  
05. 8. Contracts shall include the title of the evaluator.  
06.  
07. 9. Evaluation shall take place within four (4) weeks after  
08. the close of the activity but before the close of the school  
09. year.  
10.  
11. 10. Advertisement of open EPES positions shall include a brief  
12. job description and the salary amount.  
13.  
14. 11. In screening candidates for positions, Princeton Regional  
15. School District employees shall have the first refusal.  
16.  
17. 12. Job descriptions shall be prepared for each category of  
18. EPES positions.  
19.  
20. E. Additional activities may be added upon request, subject to  
21. administrative approval and the negotiation of the stipend.  
22.  
23. F. Evaluation of the Co-Curricular Program  
24.  
25. 1. The evaluation shall be conducted by at least two (2) evalua-  
26. tors, whenever possible, and shall include a self-evaluation.  
27.  
28. 2. The evaluators will be those in a supervisory capacity  
29. connected with the activity. To illustrate: a head coach  
30. and the Director of Athletics evaluate the assistant coach  
31. in an activity. The Director of Athletics and the Principal  
32. evaluate the head coach. The Dramatics Director and the  
33. English Department Head evaluate the Assistant Directors  
34. in Dramatics.  
35.  
36. 3. If a teacher being evaluated is considered unsatisfactory  
37. in the activity, a conference shall be held between the  
38. teacher and the evaluators to determine the corrective  
39. procedures that should be instituted. If these procedures  
40. are not instituted within ten (10) days, the evaluators may  
41. recommend to the principal that the teacher be replaced in  
42. the activity. Principals will prepare the final evaluation  
43. for reappointment and the personnel file.  
44.  
45. 4. Evaluation guidelines and forms shall be those approved  
46. for the 1970-1971 program.  
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03. G. Negotiation of Stipends for New Positions

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05. 1. For new positions established by the Board during the con-  
06. tract year, stipends shall be negotiated according to the  
07. factor formula approved at the August 4, 1970, meeting.  
08. Formula stipends shall be increased by 6.9% for 1978-1979,  
09. by 6.4% for 1979-1980, by 7.0% for 1980-1981, and by 9.0%  
10. for 1981-1982, on a cumulative basis. The composite in-  
11. creases to the formula stipends are 21.7% for 1980-1981  
12. and 32.7% for 1981-1982.

13.

14. 2. The principal or supervisor shall inform the Superintendent  
15. and the Association of the new duties, expected participa-  
16. tion, and other data concerning the new position in  
17. sufficient detail for developing the factor formula.

18.

19. 3. The Superintendent and the Association shall negotiate  
20. the stipend.

21.

22. 4. Upon Board and Association approval, the stipend shall  
23. be incorporated as part of SCHEDULE C in the Agreement.

24.

25. H. Stipend Review

26.

27. 1. The factor formula calculations shall be subject to review  
28. and revision for program changes.

29.

30. a. Either the principal, the supervisor, or the Association  
31. may request the review.

32. b. Where applicable, eligibility lists shall be used to  
33. determine the number of participants.

34.

35. 2. Stipends for which review has been requested shall be  
36. negotiated in the same manner as those for new positions  
37. (Paragraph G).

38.

39. 3. Review of stipends for the following school year shall be  
40. completed on the following schedule:

41.

42. a. For fall or full year activities, by May 1.

43. b. For winter activities, by October 15.

44. c. For spring activities, by December 1.

45. d. If the number of participants varies by 25%, the review  
46. shall be completed within five (5) school days of deter-  
47. mining the eligibility lists or fifteen (15) school days  
48. after the starting date of the activity, whichever is  
49. applicable.

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56. PREA 6/12/80

01. SCHEDULE C P. 4

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INTERSCHOLASTIC ACTIVITIES

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	<u>1980-</u>	<u>1981-</u>		<u>1980-</u>	<u>1981-</u>
	<u>1981</u>	<u>1982</u>		<u>1981</u>	<u>1982</u>
<u>Baseball/HS Boys</u>			<u>Soccer/HS Boys</u>		
Head Coach	\$1386	\$1511	Head Coach	\$1260	\$1373
Assistant 70%	970	1057	Assistant 70%	883	962
<u>Basketball/HS Boys</u>			<u>Soccer/HS Girls</u>		
Head Coach	1752	1910	Head Coach	1224	1334
Assistant 70%	1227	1337	Assistant 70%	857	934
<u>Basketball/HS Girls</u>			<u>Softball/HS Girls</u>		
Head Coach	1752	1910	Head Coach	1140	1243
Assistant 70%	1227	1337	Assistant 70%	798	870
<u>Cheerleading/HS Girls</u>	1275	1390	<u>Spring Track/HS Coed</u>		
<u>Cross Country/HS Coed</u>	1070	1166	Head Coach	1584	1727
<u>Field Hockey/HS Girls</u>			Associate 80%	1267	1381
Head Coach	1224	1334	Assistant 70%	1109	1209
Assistant 70%	857	934	Assistant *	938	1022
<u>Football/HS Boys</u>			<u>Tennis/HS Boys</u>	1034	1127
Head Coach	1826	1990	<u>Tennis/HS Girls</u>	836	911
Associate 80%	1461	1592	<u>Winter Track/HS Coed</u>		
Assistant 70%	1278	1393	Head Coach	1382	1506
<u>Golf/HS Coed</u>	836	911	Assistant 70%	967	1054
<u>Lacrosse/HS Boys</u>			<u>Wrestling/HS Boys</u>		
Head Coach	1547	1686	Head Coach	1833	1998
Assistant 70%	1083	1180	Assistant 70%	1283	1398
<u>Lacrosse/HS Girls</u>					
Head Coach	1420	1548			
Assistant 70%	994	1083			
<u>Paddle Tennis</u>	395	431			

\*Assistant - Spring Track - 70% of Head Coach's salary less Saturday hours (see Factor Formula)

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PREA 6/12/80



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06.07. INTRAMURAL ACTIVITIES08.  
09.10. 1980- 1981- 1980- 1981-  
11. 1981 1982 1981 198212.  
13. Elementary/Coed \$1027 \$1119 \$ \$

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15. Intramural Advisors/MS Coed

16. Fall 541 590

17. Winter 541 590

18. Spring 541 590

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21. NON-ATHLETIC ACTIVITIES

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24. American Field Service/25. HS Coed 352 384 Fall Show/HS Coed 1019 1111

26. I 541 590

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28. Math Coach/HS 674 735

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30. Band/HS Coed 704 767 Newspaper/HS Coed 1430 1559

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32. Choir/HS Coed Orchestra/HS Coed 505 550

33. I 777 847

34. II 545 594 Stage Crew Advisor/35. MS Coed 469 51136. Drama/HS Coed37. I 1906 2078 Student Magazine HS/Coed

38. II 820 894 I 631 688

39. III 784 855

40. Yearbook/HS Coed 1760 1918

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42. Yearbook/MS Coed 946 1031

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SCHEDULE D

STIPENDS  
(Hourly Rate)

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1. Duty Nurse (Athletics)

2. Teacher: High School Equivalency

<u>1980-</u>	<u>1981-</u>
<u>1981</u>	<u>1982</u>
\$ 8.52	\$ 9.29
18.26	19.90

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PREA 6/12/80



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SCHEDULE E

STIPEND FOR  
COORDINATOR OF CHILD STUDY TEAM

A. Teachers who are selected for Coordinator of Child Study Team positions shall be paid a stipend as follows:

October 1 Enrollment	Stipend	
	1980- 1981	1981- 1982
0- 400	\$ 730	\$ 796
401- 800	1096	1195
801-1200	1461	1592
Over 1200	1826	1990

B. Coordinator stipends are in addition to the contract salary and are not to be considered as part of the base salary for any purpose whatsoever.

C. The following provisions shall apply to psychologists employed by the Board:

1. Psychologists employed by the Board prior to July 1, 1972, shall be paid either a salary differential or the stipend for the Coordinator of Child Study Team, but not both. The salary differential for 1980-81 shall be \$1,284, and for 1981-1982 shall be \$1,400.
2. In the event a psychologist employed by the Board prior to July 1, 1972, is selected for the position of Coordinator of Child Study Team and relinquishes said position at a later date, the psychologist shall revert to the proper step/level on the guide without a differential or stipend.
3. Psychologists who commence employment after July 1, 1972, shall be paid according to the salary guide only.

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APPENDIX

INSURANCE INFORMATION NOTES

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Pursuant to a request by the Association, the following information is being furnished, without becoming a part of this Agreement, concerning liability insurance coverage for teachers involved in automobile accidents while on authorized Board business:

1. "No Fault" Coverage has no bearing on liability coverage.
2. Insurance policies which provide blanket liability coverage for employees are not written by the insurance companies.
3. As has always been the case, employees are covered. Although it is not as easily understood as a blanket policy might be, the desired objective is reached approximately as follows:
  - a. If an employee is held liable for an accident, the judgement is satisfied up to the limit on the individual's automobile insurance.
  - b. Any remainder from the judgement will be satisfied by the Board's policies.
  - c. The Board's policies have clauses which prohibit the subrogation of claims. This means that the underwriters cannot sue the individual for the amounts paid out on his/her behalf under a judgement.
4. The consequences of an individual being liable for an accident cannot be insured away. If it is determined that an employee is liable for an accident, his/her insurance rates may be affected. If it is determined that (s)he is not liable for an accident, his/her insurance probably is unaffected.

