

SEPTEMBER 8, 2004

AGREEMENT  
BETWEEN THE  
HIGHLAND PARK BOARD OF EDUCATION  
AND THE  
HIGHLAND PARK EDUCATION ASSOCIATION, INC.

JULY 1, 2004 - JUNE 30, 2007

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**ARTICLE 1**  
**RECOGNITION**

- A. The Highland Park Board of Education recognizes the Highland Park Education Association as the exclusive negotiation representative as defined in Chapter 303, Public Laws of 1968, State of New Jersey, and as amended and inclusive of Chapter 123 of Public Laws of 1974, for all certified teaching personnel, including Basic Skills teachers, office, clerical, the Athletic Trainer, teacher associates, and paraprofessionals (clerical, instructional, library, media, special education and lunchroom), and Data Base Specialist/Technology Support, excluding administrative, supervisory and executive personnel. The secretary to the Superintendent of Schools, the secretary to the School Business Administrator/Board Secretary, the Office Manager in the Business Office, the Payroll/Personnel Bookkeeper and the Assistant Bookkeeper, as confidential employees, are excluded from representation by the Association.
- B. When the term "support staff" is used in this Agreement, it is defined as all unit members who fill office/clerical positions, teacher associates and paraprofessionals.
- C. Except when modified by an article or sub-article heading, the term "employees" is defined as all unit members.
- D. When the term "teachers" is used in this Agreement, it is defined as all non-supervisory, certified teaching staff members.
- E. For all terms and conditions of employment except salary, the occupant(s) of the Data Base Specialist/Technology Support position shall be treated the same as secretarial positions represented in the unit.

**ARTICLE 2**  
**NEGOTIATION PROCEDURE**

- A. The Board and the Association recognize their mutual obligation under Chapter 123, Public Laws 1974, to negotiate in good faith concerning terms and conditions of employment. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Highland Park Education Association before they are established.
- B. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, and as amended and inclusive of Chapter 123 of Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall conform to the guidelines provided by PERC concerning dates for commencement of negotiations. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and signed by the Board and the Association.

- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- D. Each party shall submit to the other, at least three (3) days prior to a negotiation meeting, an agenda covering matters they wish to discuss.
- E. Unless otherwise provided in 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 of teachers existing prior to its effective date.
- F. The Negotiation Committee of the Board of Education has full authority to negotiate with the representatives of the Highland Park Education Association with the full understanding that the Board cannot be bound until action is taken by the full Board.

The Negotiation Committee of the Highland Park Education Association has full authority to negotiate with the representatives of the Board of Education with the full understanding that the Association cannot be bound until action is taken by the full Association.

- G. In the event that any portion of this Agreement is ruled invalid by reason of laws enacted by the State or National Government, or by judicial decision, or by any ruling of the State Department of Education, or of PERC, then only the portion struck down shall be invalidated. All other agreement provisions shall remain in force.
- H. If there is a discrepancy between this Agreement and the Agreement issued to any individual employee, this agreement shall take precedence.
- I. Whenever members of the bargaining unit are mutually scheduled by the parties here to participate during working hours in conferences, meetings, grievance proceedings, or in negotiations respecting the collective bargaining Agreement, they will suffer no loss in pay.

J. MODIFICATION

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.

- K. This Agreement embodies the entire mutually developed understanding between the parties on all matters which were or could have been the subject of negotiations. Neither party shall be required to negotiate concerning any other matter during the term of this Agreement.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. **DEFINITIONS**

1. A grievance is a complaint that a dispute exists concerning the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of public employment.

For paraprofessionals, a grievance shall mean a claim by an employee that there has been either a misinterpretation, misapplication, or violation of Board policy or this agreement. A grievance shall also mean a claim by an employee or employees that there has been an administrative decision adversely affecting him/her.

2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. **PURPOSE**

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the 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 party 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 employees 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. The time limits specified may, however, be extended by mutual agreement.
5. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.

C. GRIEVANCE PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of the time the employee knew or should have known of the occurrence.
2. In the event a grievance is filed by a ten month employee at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without a loss of salary.

4. Level One

Any employee who has a grievance shall discuss it first with his/her principal (or immediate superior or department head if applicable) in an attempt to resolve the matter informally at this level.

5. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee and Association within five (5) school days, he/she may set forth his/her grievance in writing within seven (7) school days to his/her principal or his/her agent on the grievance forms provided.

6. Level Three

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

7. Level Four

If the grievance is not resolved to the employee's and Association's satisfaction, he/she no later than five (5) school days after receipt of the Superintendent's or his/her agent's decision may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools or his/her agent who shall attach all related papers and forward the request within five (5) school 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 employee and Association, hold a hearing with the employee and Association and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the employee, whichever comes later.

8. Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the employee and Association, and the employee and Association wish review by a third party, he/she shall so notify the Board through the Superintendent or his/her agent within ten (10) school days of receipt of the Board's decision. An employee, in order to process his/her grievance beyond Level Four, must have his/her request for such action accompanied by the written recommendation for such action by the Association.

D. ARBITRATION

1. Level Six (Advisory Arbitration)

The only grievances which may continue to Level Six are those based upon an allegation that there has been a violation of Board policy or administrative decisions which affect terms and conditions of employment.

2. Level Seven (Binding Arbitration)

The only grievances which may continue to Level Seven are those relating to the express, written terms of the Agreement including specific statutes, rules and regulations referred to in the Agreement. Matters which involve statutes, rules and regulations which are not contained in the Agreement may be appealed to the appropriate governmental agency.

For paraprofessionals, grievances under the just cause provision of Article 5, **B.** which involve discharge may only proceed to binding arbitration if the employee affected has completed one (1) year of employment in an unit position at the time of the discharge. Non-renewals of employment are not considered discharge. Grievances under the just cause provision of Article 4 which involve other forms of discipline may only proceed to binding arbitration if the employee

affected has completed 180 days of employment in a unit position at the time of the non-discharge discipline.

3. PROCEDURE FOR SECURING THE SERVICES OF AN ARBITRATOR

- a. A request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the New Jersey Public Employment Relations Commission to submit a second roster of names.
  - c. 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 New Jersey Public Employment Relations Commission may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory if processed under Level Six above and binding if processed under Level Seven above. Only the Board, Highland Park Education Association, and the aggrieved and his/her representatives 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.
5. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two (2) parties and they shall be shared equally.

E. GROUP GRIEVANCES

If, in the judgment of the Association, a grievance affects members of the bargaining unit as a group or class of employees, the Association may, with the consent of the aggrieved, submit such grievance at the lowest appropriate level. The processing of grievances involving personnel in more than one (1) school shall be commenced at Level Three.

- F. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in any strike.

The Board accordingly agrees, during the period of this Agreement, that it will not lock out employees.

G. RIGHTS OF AN INDIVIDUAL TO REPRESENTATION

Any individual staff member of the unit shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her grievance. He/she shall have the right to present his/her own grievance at any step or to designate a representative(s) of the Association or other person(s) of his/her own choosing to appear with him/her at any step.

**ARTICLE 4**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association, in response to reasonable requests, materials concerning information necessary to the Association in order for it to carry out its obligations to negotiate on terms and conditions of employment and to investigate and process grievances. The Association agrees to reimburse the Board for excessive numbers of photocopies of documents.
- B. Representatives of the Highland Park Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, may be permitted to transact any Association business within any public school building in Highland Park subject to the following conditions:
1. A minimum of two (2) days advance approval must be obtained from the building principal, but such approval shall not be unreasonably withheld.
  2. Before granting approval, the building principal shall be satisfied that such use will not interfere in any way with normal operation of his/her school.
  3. The Highland Park Education Association is excluded from the restrictive references of Board policy on "Use of School Buildings."
- C. Permission may be granted by the building principal to allow the Association to use school facilities and equipment at a time when such equipment is not in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D.
1. The President's schedule shall receive special consideration so that a block of time will be available to the President if desired.
  2. When the President of the Association is a teacher, he/she shall be relieved of all non-teaching assignments (such as homeroom or supervisory duties).

3. Effective July 1, 2002, there shall be a maximum of four (4) days available annually to the President for attendance at the NEA/RA and/or the NJEA Summer Leadership Conference. Application for these days shall be made at least one (1) month before their use.
- E. The Association shall have the right to reasonable use of the inter-school mail facilities and school mail boxes.

**ARTICLE 5**  
**RIGHTS OF EMPLOYEES**

- A. 1. Pursuant to Chapter 123, Public Laws of 1974, the Board agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection.
2. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or of the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in Association activities, collective negotiations, or his/her institution of any grievance, complaint, or proceedings under his/her Agreement, or otherwise with respect to any terms or conditions of employment.
- B. No employee shall be disciplined, reprimanded, or reduced in rank without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Withholding of the increment of a teacher is not grievable under this contract.

No paraprofessional shall be discharged without just cause if the employee affected has completed one (1) year of employment in an unit position at the time of the discharge. Non-renewals of employment are not considered discharge. No employee shall otherwise be disciplined, reprimanded, or reduced in rank without just cause if the employee affected has completed 180 days of employment in an unit position at the time of the non-discharge discipline. Alleged violations of the foregoing, within the limits set therein, are subject to the grievance procedure.

- C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his/her employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons at least 48 hours before such a meeting or interview and shall be

entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

**ARTICLE 6**  
**RIGHTS OF THE BOARD**

- A. Except as otherwise provided in this Agreement and under the provisions of Chapter 303, Public Laws of 1968, and as amended and inclusive of Chapter 123 of Public Laws of 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct all the operations and activities of the school district to the extent authorized by law.
  
- B. Further, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitation imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE 7**  
**EMPLOYMENT PROCEDURES**

A. **TEACHER EMPLOYMENT**

- 1. By May 15, all teachers, except those hired after January 1, will receive notification of the recommendation of the Superintendent to the Board of Education concerning their contracts and salary status for the ensuing year. As soon after the Board of Education meeting as possible, contracts will be issued and will be returned to the Board office by the teacher by May 30, or two weeks after the date on which they are distributed, whichever is later. Teachers hired after January 1 will receive notification as soon as possible but no later than June 15. This does not preclude the Board's responsibility as mentioned above to notify teachers of their employment status by May 15.
  
- 2. The Board and the Association agree that there should be no discrimination in the hiring, training, assignment, or promotion of teachers on the basis of race, creed, color, age, religion, national origin, sex, domicile, or marital status.

3. In the absence of any teacher who meets regularly scheduled classes, including specialists, every effort will be made to provide a substitute. Teachers will be asked to cover extra classes only in the case of emergency. The Board agrees to pay the rate set in Schedule C to teachers who lose a preparation period when they cover a class for an absent colleague. Such payment shall be subject to the following provisions:
  - a. The administrator only shall direct the teacher to cover the class.
  - b. The teacher shall record the time spent in such coverage on an "Hourly Payroll Record" sheet.
  - c. The administrator shall endorse after each entry in the column labeled "explanation."
  - d. Payment shall be made when the amount due equals fifty (\$50) dollars or by December 15 or June 25, whichever comes first. Time shall be forwarded to the payroll department by December 1 or June 1 respectively. Classes covered in June will be reimbursed in July.
4. Teachers who agree to accept an additional instructional assignment on other than an emergency basis and for which they must plan the instruction, evaluate students, and keep records, will be paid at pro rata salary.
5. Any teacher providing supervision of independent study shall receive \$100 per student per semester as compensation for each project. The total budget designated for the independent study program shall not exceed \$3,000 dollars per annum for the duration of this Agreement.
6.
  - a. Teachers shall be given written notice of changes in their class and/or subject assignments subject to assignment distribution and their building assignments for the forthcoming year, not later than August 15. Questions relating to any assignments must be submitted to the building principal in writing by August 30.
  - b. In the event of changes proposed after August 15, the Association and teacher affected shall be notified promptly in writing. Upon the request of the teacher, normal review procedure shall be followed. Under this clause an arbitrator shall be restricted to a decision regarding whether the procedures agreed to by the parties have been violated. The arbitrator may not review the underlying decision to assign personnel.
  - c. A teacher being involuntarily reassigned to another building shall be placed in a position which will not affect his/her salary and tenure status. This teacher will be entitled to a meeting with the Superintendent or his/her representative to discuss reasons for the transfer.

- d. In the event that a teacher's room assignment changes, the Administration will arrange for assistance to the teacher in packing and moving.
7. If any State or Federal legislation is enacted or modified by court action which results in the Local School Board being required to amend its then current school budget, the School Board agrees to review the details of such situation with the Highland Park Education Association. It is further understood that the foregoing neither adds to nor detracts from the responsibilities of teachers to perform satisfactorily in accordance with the policies, practices and procedures in effect prior to this Agreement.
8. All job openings shall be posted in all schools before outside interviews are sought. Such notice shall be posted for at least five (5) work days before a position is filled. Notices shall include position, physical location, education and experience requirements, final date for application, and to whom the application is to be made. In an emergency, acting appointments for up to five (5) working days may be made without posting by the Board.
9. All openings for positions in the summer school and summer federal projects shall be adequately publicized by the Superintendent. Tentative summer school openings shall be publicized not later than the preceding April 1, and teachers shall be notified of the action taken not later than May 1. Since actual positions are not known until enrollments are complete, appointments are to be considered tentative until final enrollments are known.
10. Curriculum work assignments shall be posted in appropriate places to afford qualified personnel the opportunity to apply. Assignments shall be made by written agreement.
11. Teacher-student mentor programs shall be posted District-wide in appropriate places to afford qualified personnel the opportunity to apply. No teacher may be assigned more than two students simultaneously. A maximum of six students per year may be assigned per teacher.
12. Transporting Students
  - a. Teachers should not be required to drive students. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. He/she shall be compensated at the IRS mileage rate for the use of his/her own automobile.
  - b. The Board shall provide a school van when available for the training and licensing of teachers whose activities require the use of the school van.

At least one (1) person shall also be trained and licensed in each school other than the High School.

- c. Candidates must be approved by the Superintendent.
- d. The initial cost of licenses shall be at the Board's expense. The licensee has the option of renewal at his/her own expense.
- e. Persons driving their own group will not receive extra compensation.

**B. SECRETARIAL PERSONNEL- DUTIES**

- 1. The duties of secretarial personnel shall be confined solely and exclusively to such duties as would assist certificated, professional personnel in the performance of their respective duties. All secretarial employees shall not perform the following duties under normal working conditions:
  - a. Required to act as an administrator-in-charge in lieu of his/her absence.
    - (1) disciplinarian,
    - (2) requesting certified personnel to assume additional duties,
    - (3) responsibility for extended pupil supervision in offices.
  - b. Be required to secure buildings during routine drills.
  - c. Be responsible for equipment leaving schools during the normal working day.
  - d. Be responsible for jobs which fall under the domain of custodians, nurses, or teachers' general description.
    - (1) carrying of heavy cartons,
    - (2) cleaning closets,
    - (3) applying first aid and required to act as a nurse in his/her absence.

**C. SECRETARIAL PERSONNEL AND TEACHER ASSOCIATES - RESIGNATION**

- 1. An employee who is resigning from his/her position shall give the normal thirty (30) days notice in writing.
- 2. . Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full thirty (30) days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

D. SECRETARIAL PERSONNEL - PREVIOUS EXPERIENCE

1. An employee transferred to a position in a higher salary category shall be placed on an experience level that will result in a salary no lower than the previous position.
2. An employee involuntarily transferred to a position in a lower salary category shall retain the salary of the present position until such time as the proper place in the new category is achieved.

E. SECRETARIAL PERSONNEL - NOTIFICATION OF CONTRACT

Employees shall be notified of their contract and salary status for the ensuing year no later than May 31.

- F. Notice of vacancies and new positions shall be posted in each school. Said notice shall include the title of the position, job description, location and starting date. The Board is to provide the Association with job descriptions for newly created contracted positions whenever said positions are posted.

- G. Notices shall be posted for three (3) working days. Any member of the Association who may be interested in the position or positions must make written application to the Assistant Superintendent within that three (3) day period.

- H. Secretaries who have acquired experience, skill and ability to do the work required in the job, shall be given equal consideration along with applicants from outside the school system. All such applications from members of this unit shall be considered and will be given a reply to their application and an interview.

I. OVERTIME - SECRETARIES

1. The regular work week shall be forty (40) hours.
2. When required by the building administrator, all hours beyond forty (40) shall be paid at the rate of one and one-half (1 1/2) times the hourly rate. Sundays and holidays to be paid at two (2) times the hourly rate.
3. Compensatory time may be taken in lieu of overtime pay by mutual agreement between the Superintendent, building administrator and the employee. Said compensatory time, if requested by the employee, shall be taken at the rate of

one (1) hour for each work hour. However, if required by the building administrator, compensatory time shall be granted at the rate of one and one-half (1 1/2) hours for each hour worked. Sundays and holidays two (2) times the hourly rate.

J. OVERTIME - TEACHER ASSOCIATES

When required by the building administrator, all hours worked on Saturdays, Sundays and holidays shall be paid at time and one-half.

K. PART-TIME EMPLOYEES

Any employee working twenty (20) hours per week or more shall be placed on contract and given full benefits as contained in this Agreement. Any support staff employee who works less than twenty (20) hours per week shall be paid at an hourly rate based upon the appropriate place on the guide, but shall not be eligible for benefits. This section does not apply to Teacher Associates insofar as it affects dental and prescription benefits under Article 12.

L. NOTIFICATION OF TEACHER ASSOCIATES OF CHANGE IN STATUS

The Board will give 30 days' written notice of any change in or elimination of a position.

K. PARAPROFESSIONALS' VACANCIES

1. Opportunities shall be given to any paraprofessional to apply for any position for which he/she may be qualified.

2. Notice of vacancies – school year

Notice of any vacancies occurring during the school year shall be posted for at least three (3) days in each school. Application for said position shall be made in writing within five work days of last day posted.

3. Notice of vacancies – summer months

Notice of any vacancies occurring during the summer months shall be sent to the President of the Association who shall be responsible for notifying the membership.

4. Paraprofessionals who have acquired experience, skill and ability to do work required in a job, shall be given first consideration over applicants from outside the school system.

5. In the event that additional hours become available because of new funding or personnel leaving during the school year, building administrators will advertise

these hours to paraprofessionals. Such hours of employment will be posted to the paraprofessional staff in accordance with the provisions of the Agreement. The building administrator will consider available applicants from within the Association. If, in the opinion of the administrator, none of the internal applicants satisfy the needs of the position in which the hours exist, then the hours will be advertised to new applicants.

**ARTICLE 8**  
**SECRETARIAL TRANSFER AND REASSIGNMENT**

- A.. Secretaries desiring a transfer shall make a request in writing to the School Business Administrator/Board Secretary in charge of Business. If there are no vacancies available at that time, consideration shall be given to the individuals requesting transfer when positions become available.
- B. In the event of an involuntary transfer, the secretary so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.
- C. The School Business Administrator/Board Secretary shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.

**ARTICLE 9**  
**PERSONNEL FILES**

Any employee of the Board of Education may from time to time examine the contents of his/her personnel file(s) in the presence of a responsible administrator. A copy of any written materials contained in the employee's folder shall be made available to the employee upon request. Any materials placed in the file shall first be shown to the employee, and the employee shall have the right to attach a written response thereto. All materials placed in the file shall be initialed by the employee; this acknowledges that the employee has examined the material and does not indicate or imply agreement with the contents thereof. No materials of any kind shall be added to or removed from any employee folder by any person(s) without the explicit approval of the responsible administrator or without the knowledge of the employee. No comments shall be added to an employee's evaluation report after the report has been examined and signed by the employee. An employee may request the removal of materials he/she deems to be outdated, useless or redundant, and if the administrator concurs, such material shall be removed.

**ARTICLE 10**  
**SALARIES**

- A. 1. The salaries of all employees covered by this Agreement shall be set forth in Schedules attached hereto and made a part hereof, except that the initial placement on the salary schedule shall be mutually determined by the Board of Education and the new employee as defined in the statutes of the State of New Jersey. The Board shall advise the Association in writing of the guide placement of new personnel. New personnel shall be granted all applicable contractual benefits. Benefits in excess of those in this Agreement shall be negotiated with the Association before they are granted.
2. Effective July 1, 1990, Basic Skills teachers on the elementary level shall be placed on the first step of the appropriate column of the 1990-1991 guide. Thereafter, these employees shall move on the guide consistent with 5. below.
3. All newly hired employees will be placed on the appropriate salary step within their job category.
4. Special Services personnel shall continue to receive the same dollar amount as differential in the 1976-77 school year.
5. a. Adjustment of Salary Schedule: Each employee shall be placed on his/her proper step of the salary schedule. In order to earn an increment, an employee must be in a pay status for at least 50% of the possible work days plus one (1) day in the ten (10) or twelve (12) month period (as applicable) prior to July 1.
- b. Column movement adjustments shall take place twice a year: September 1 and February 1. Employees completing coursework in the spring and summer prior to September 1, shall submit documentation to the Board designee by August 15 for effective salary adjustment on September 1. Employees completing coursework in the fall and winter prior to January 1, shall submit documentation to the Board designee by December 15 for effective salary adjustment on February 1.
6. Compensation for summer school, nurses performing duties in the summer, curriculum work, other summer rates, and bedside tutor rates are contained in Schedule C.
7. An employee on a ten (10) month contract may elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee or his/her estate by July 1 or upon death or termination of employment, if earlier. These funds may not be withdrawn during the school year except in case of serious emergency and upon special permission of the

Assistant Superintendent/Business. Interest accrued from funds shall belong to the employee.

8. All extra-curricular salaries shall be set forth in Schedule B. Payment shall be made at the completion of the assignment. Year-long activities will be paid in two equal installments. The first payment will be made on December 1 and the second payment will be made on June 1. Seasonal activities will be paid in a lump sum after the season has been completed, upon recommendation of the supervisor and approval of the building administrator.
  - a. Extra-curricular positions as identified in Schedule B will be available to professional staff members and shall be advertised annually. In the event that a position is not filled by a staff member after the vacancy has been advertised in all of the schools, the position may be filled by a non-staff member for that year.
  - b. In the event the position is not filled by a staff member, the following procedure will be followed:
    - (1) Any interested staff member not appointed will be given a written notice of the reasons for the decisions.
    - (2) The Association and Board shall review the position to determine reasons why it was not filled by a staff member.
    - (3) The position will be readvertised the following year and the same procedure will be followed.
  - c. The Board may terminate an extra-curricular appointment if it does so in writing at least two (2) weeks before the commencement of the activity. Later notice will result in payment to the teacher of one-quarter of the scheduled activity amount.
9. When there exists a vacancy in an extra-curricular activity and there are no qualified applicants, the remaining sponsor(s) shall share eighty percent (80%) of the stipend of the vacant position.
10. Coordinators shall receive a stipend of \$5,000 for 2004-2005; of \$5,240 for 2005-2006; and of \$5,492 for 2006-2007.
11. The base ratio for administrative interns shall be .07. All ratios will be calculated at the maximum of the degree guide for the degree held by the administrative intern.

12. Additional Monetary Compensation

- Teachers who are assigned in writing by the Superintendent to the responsibility for inventory and maintenance of special equipment and supplies shall be compensated an additional .01 and shall be expected to complete their assigned responsibilities by working from the close of the school year through June 30<sup>th</sup>.
13. Teacher-Student Mentors shall receive the rate of pay set forth in Schedule C. The minimum payment is for one hour during each day worked in the program.
14. When an employee has been approved for vacation use by the first of a month, he/she shall receive, prior to leaving for vacation, a paycheck(s) due during his/her vacation if his/her last work day is the 13th of the month or later.
15. When mileage is compensated, the rate used shall be the IRS rate.
16. a. Any employee with three (3) years or more service in a unit position who is reduced in force shall be paid for accumulated vacation time, if any, at the per diem rate of pay; have unused personal leave converted to accumulated sick leave; and, be paid for accumulated sick leave under the terms of Article 13, A.5.
- b. As an option to payment for unused sick leave under a. above, the employee may elect to forego payment and retain all accumulated sick leave in the event of recall.
- c. If payment for unused sick leave is elected under a. above, a recalled employee will not have sick leave restored.
- d. The provisions of 16. a., b. and c. do not apply to Teacher Associates.

B. TEACHER ASSOCIATES - COVERAGE OF ANOTHER TEACHER'S CLASSROOM

Every effort will be made to have a substitute teacher when a teacher is out. A Teacher Associate who is assigned to substitute in another teacher's classroom shall be paid \$6 per hour over the Teacher Associate's normal hourly rate. However, if a Teacher Associate substitutes in the regularly assigned class, the Teacher Associate shall be provided an aide to assist with the originally assigned student.

C. PARAPROFESSIONALS

1. Any paraprofessional hired prior to February 1, of any given school year, shall receive one full year of credit for both increment step and longevity. Anyone hired after February 1, of any school year, shall remain on the step at which they were hired for the next academic year.

2. A paraprofessional who subs for a full day in a higher paid job category receives the difference between the employee's rate and the district's state - certified sub rate effective July 1, 1999.
3. Paraprofessionals who are employed who work with children in the period between when one school year ends and the next one begins, shall be paid at her/his hourly rate of pay for all time worked.

**ARTICLE 11**  
**TUITION CREDITS**

A. TEACHER PAYMENT FOR COURSES AS PER BOARD POLICY

1. Twenty-four (24) credits beyond Bachelor's and Master's Degrees.
2. Fourteen (14) credits beyond Master's + 30 scale.
3. Fifteen dollars (\$15) per credit to be applied retroactively to all approved courses taken prior to 1973-74 school year.
4. Twenty dollars (\$20) per credit for all courses taken from the 1973-74 school year to the present. This provision is modified by A. 6. below.
5. The option to receive payment of eighty dollars (\$80) per credit up to the maximum stated in above paragraph in lieu of salary compensation referred to. This provision is modified by A. 6. below. Approved courses begun before mutual ratification of the 1996-1998 Agreement shall be paid, at the option of the teacher under A. 4. or A. 5. above.
6. Effective July 1, 2004, new course work shall be compensated at the rate of \$152 per credit. Effective July 1, 2005, new course work shall be compensated at the rate of \$159 per credit. Effective July 1, 2006, new course work shall be compensated at the rate of \$167 per credit. There shall be no on-going credit payment option for these courses.
7. For Board-approved courses taken during the summer, employees are to notify the Board office by August 1 that they anticipate the successful completion of the course. Documentation must be provided by October 1.
8. For Board-approved courses taken during the fall, teachers are to notify the Board office by January 1 that they anticipate the successful completion of the course. Documentation must be provided by March 1.
9. Approval of courses must occur prior to registration.

B. SECRETARIES' AND TEACHER ASSOCIATES TUITION CREDIT

Effective July 1, 2004, salary compensation will be allowed for approved credits earned at the rate of \$26 per credit. Effective July 1, 2005, salary compensation will be allowed for approved credits earned at the rate of \$27 per credit. Effective July 1, 2006, salary compensation will be allowed for approved credits earned at the rate of \$29 per credit. These courses must be taken while working in Highland Park Schools and must have the prior approval of the Superintendent of Schools, who shall approve all courses directly related to job responsibility and may approve others. Payment will be included in the contract the year following the taking of such courses. Courses taken July 1 - June 30 will be compensated for in the next contract providing proof of successful completion is supplied by August 15.

C. PARAPROFESSIONALS

1. Paraprofessionals who have been credited with approved course compensation (to a maximum of twenty (20) credits) before September 1, 1998, shall continue to receive compensation at the new rate of thirty-five dollars (\$35.00) per credit. Effective September 1, 1998, no new credits for compensation will be approved for paraprofessionals.
2. Effective July 1, 2001, a paraprofessional who has 60 undergraduate credits shall receive a stipend of \$500 annually and a paraprofessional who has a Bachelor's degree shall receive a stipend of \$1,000 annually. These stipends will be payable to all paraprofessionals with the first pay period in September, 2001 who met the requisite credits/degree standard as of September 1, 2001. Payment of the stipend for paraprofessionals who meet the credits/degree standard after September 1, 2001, shall begin with the pay period which follows the receipt by the Board office of written confirmation from the college or university that the standard has been met.

**ARTICLE 12**  
**INSURANCE PROTECTION**

- A.
  1. The Board of Education will provide insurance coverage as per agreed contract covering health, hospital, surgical and major-medical expenses.
  2. As soon after mutual ratification as possible and consistent with the carrier's rules, the parties agree to these changes:
    - a. Co-insurance: employee share is 20% of first \$4,000 after deductible.
    - b. Institute mandatory second surgical opinion.
    - c. Institute Pre-admission certification/continuing stay review.

- d. Effective January 1, 1998, the deductible shall be \$200 for an individual and \$400 for a family.
3. If the carrier for the traditional plan is switched (the State Health Benefits Plan), the Board agrees that HIP members may remain in that plan; that the Board will pay the premium for the traditional plan and any other plan offered (including HIP); that any carrier change will be to a plan that is equal to or better than the benefits of the State Health Benefits Plan, as modified by 2. above; that the Board will consult with the Association on the change; that the Board will assist in easing the implementation of any new carrier; that the Board will make a good-faith effort to educate all employees about the change; and, that employees can choose the traditional plan or any other offering (including HIP) at Board cost.
- B.
1. The Board also agrees to provide Dental Care Benefits as per the agreed contract, with a twenty-five dollars (\$25) per person deductible clause. The maximum Board contribution for any individual employee's single dental coverage in any July 1 - June 30 period shall be \$283. The maximum Board contribution for any individual employee's family dental coverage in any July 1 - June 30 period shall be \$733. If the cost of dental insurance for an individual exceeds the limits set above, there shall be an employee deduction over the remaining pay periods in the September 1 through June 30 period.
  2. Teacher Associates and paraprofessionals are not covered by paid Board insurance under B. 1. They may buy-in to such insurance according to rules set by the Business Office. Effective January 1, 2005, Teacher Associates' health/hospitalization premium rate shall be the "no stand alone prescription plan" rate. Beginning that date, Teacher Associates who are covered under the traditional plan option of the State Health Benefits Plan are covered for prescription cost reimbursement under that plan option's terms. Paraprofessionals enrolled in the traditional plan option are already covered under those terms.
- C.
1. There shall be a prescription plan. Effective September 1, 1998, the co-payment shall be \$8.00 for brand-name drugs and \$4.00 for generic drugs and mail order drugs. The co-pay as of July 1, 2001 in the SHBP plan shall be \$5 for brand-name drugs and \$1 for generic drugs with the same co-pays for mail order. Effective July 1, 2001, the parties have agreed to retain in the Agreement the co-pay amounts shown in the second sentence above. The carrier was switched to SHBP effective July 1, 2001. Should the carrier be changed by the Board in the future or should the SHBP plan change to allow the co-pay shown above, it will become the co-pay as soon as possible after the carrier switch or the SHBP plan change.

The following shall be the maximum Board contribution for an eligible employee's prescription insurance:

<u>Beginning</u> July 1, 2004	<u>Single coverage</u> \$1,319	<u>Above single coverage</u> \$1,754
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If the cost of prescription insurance for an individual exceeds the limits set above, there shall be an employee deduction over the remaining pay periods in the September 1 through June 30 period.

2. Teacher Associates and paraprofessionals are not covered by paid Board insurance under C. 1. They may buy-in to such insurance according to rules set by the Business Office.
- D. Effective July 1, 1992, any employee hired on or after that date who is otherwise eligible for insurance under B. and/or C. above, shall be enrolled in the single enrollment level. Said employee shall be permitted to purchase additional coverage for spouse and/or dependents at the group rate. Payment by payroll deduction shall be made available through the Business Office. The provisions of this section with respect to its application to prescription insurance (C. above) are retained in the contract but are not in effect unless the rules of SHBP are changed to allow such treatment of employees or the Board changes the carrier in the future.

E. VOLUNTARY WAIVER INCENTIVE PLAN- STATE HEALTH BENEFITS PLAN

The parties have agreed to a Sidebar on this topic which is appended to this Agreement.

F. VOLUNTARY WAIVER INCENTIVE PLAN - DENTAL INSURANCE

1. There shall also be a waiver plan for dental insurance under B. The re-enrollment period shall be during the month of April each year.
2. Employees who voluntarily elect to waive coverage shall be entitled to receive fifty percent (50%) of the premium cost of the waived insurance.
3. Payment of the monies in c. above shall be made by separate check on the last workday of the school year.
4. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
5. An employee who waives coverage may re-enroll for the next year during the open enrollment period.

G. RETIREES AND PRESCRIPTION AND DENTAL COVERAGE

1. All employees who:
  - a. retired prior to June 6, 2001, and who were permitted to purchase prescription and dental coverage at the group rate in accordance with the provisions of prior Agreements, and who were actually in a "buy-in" status as of June 6, 2001, shall continue to be permitted to buy-in as long as the respective carrier allows such a buy-in.
  - b. retire on or after June 6, 2001, shall have the option of purchasing prescription and dental coverage if the respective carrier allows such buy-in.
2. "Retiring/retired employee" shall also mean surviving spouse of retiree, if the respective carrier allows such a buy-in.
3. If the buy-in is allowed for the employee, these shall be the procedures:
  - a. the retiring/retired employee must forward the premium under the procedures established by the respective carrier or, if no carrier procedures exist, must forward the annual premium to the business office prior to June 15 each year;
  - b. The business office shall inform each eligible employee of the annual premium prior to June 1;
  - c. failure of the retiring/retired employee to submit the payment under the carrier's rules or, if no carrier rules, by June 15 shall terminate the employee's participation in the plan;
  - d. once terminated from the plan, an employee may not re-enroll.

H. Enrollments are at the request of the employees and are subject to the contracting company's enrollment policies and conditions.

- I.
  1. Should a change in insurance carrier be considered, the Board and the Association will investigate the new carrier. There will be no reduction in benefits or service as a result of the change in carrier. The Association agrees to poll its general membership and report the outcome to the Board. The Board will weigh heavily the results of the poll in its final determination. If the Board changes from the SHBP for insurance under A. above, it shall meet with the Association and, if there is a savings of cost to the Board, shall negotiate over the savings.
  2. Effective September 1, 1992, there shall be a Board/Association committee established to study ways and means of dealing with health insurance costs. In

addition, the Board of Education will investigate the possibility of increasing the number of enrollment levels for dental and prescription insurance.

J. Flexible Spending Account

Effective January 1, 2002, there shall be a flexible spending account available to employees. The Board will absorb the start-up costs and the annual fees for such an account.

**ARTICLE 13**  
**SICK LEAVE**

- A. 1. All employees employed for ten (10) months shall be entitled to ten (10) sick leave days per school year, and employees employed for twelve (12) months shall be entitled to twelve (12) sick leave days as of the first official day of said school year whether or not they report for duty on that day. If an employee uses less than half the allowed sick days, two (2) additional days will be added to the total left for accumulative purposes. Unused sick leave days shall be accumulated from year to year with no maximum limit set.
2. Employees will be given a written accounting of accumulated sick leave days no later than September 30 of each year. Errors in accounting must be noted in writing by employees within thirty (30) work days of notification.
3. Cases involving extended sick leave will be dealt with as provided in Title 18A.

18A:30-4: Physician's Certificate Required for Sick Leave

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave.

18A:30-6: Prolonged Absence Beyond Sick Leave Period

When absence, under the circumstances described in Section 18:30-1 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200th of the annual salary.

18A:30-77: Power of Boards of Education to Pay Salaries

Nothing in this Chapter shall affect the right of the Board of Education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or to grant sick leave over and above the minimum sick leave as defined in this Chapter or allowing days to accumulate over and above those provided for in Section 18A:30-2, except that no person shall be allowed to increase his/her total accumulation by more than fifteen (15) days in any one (1) year.

4. One (1) non-accumulative day shall be allowed for teachers employed in summer school to be used for the summer session only.
5. a. (1) Teachers and Teacher Associates who retire shall receive \$50.00 per day up to a maximum of 200 days of accumulated sick leave. Effective July 1, 2004, teachers and Teacher Associates who retire shall receive \$60 per day up to a maximum of 200 days of accumulated sick leave. All such retirements shall be according to the provisions of the Teachers' Pension and Annuity Fund.
- (2) Secretarial employees who retire shall receive \$50.00 per day up to a maximum of 240 days of accumulated sick leave. Effective July 1, 2004, secretarial employees who retire shall receive \$60 per day up to a maximum of 240 days of accumulated sick leave. Employees must give sixty (60) days prior notice of retirement. Employees must be at least 55 years of age or have spent twenty (20) years or more in Highland Park.
- (3) Paraprofessional employees
  - (A) Any employee who after ten (10) years of continuous service leaves the employ of the Board either by resignation or lay-off shall be eligible to receive payment for accumulated sick leave under the procedures set forth in Section (B).
    - [1] "Continuous employment" in this Article shall be defined as working in a unit position without a break in service except as noted in (a) below.
      - [a] The layoff of an employee by the Board shall not constitute a "break in service." However, the period of time on layoff shall not count towards the ten (10) years required in (A) above.

- [2] "Year" in this Article is defined as working in a unit position more than one hundred twenty (120) days during any September 1 through June 30 periods.
- [3] In order to receive payment for accumulated sick leave, employees shall apply for same within sixty (60) days of separation. Applications shall be made on forms supplies by the Board with payment to be made by second payday after application.
- [4] A laid-off employee who, although eligible for said payments does not apply for same, shall upon recall, have all accumulated sick leave days restored. A laid-off employee who does receive such payments and is subsequently recalled shall not have previously accumulated leave restored.
- [5] An employee discharged for cause shall not be eligible for a payment under (A) below.

(B) If an employee is eligible and applies for a payment under (A) above, he/she shall receive upon retirement payment for each accumulated sick leave day available to the employee on the last working day at the rate of \$40 per day. Payment to be made for a maximum of two hundred (200) days.

- b. If an employee dies during his/her employment, unused sick leave will be paid to his/her estate based on the provisions of 5. a. (1.), (2.) and (3.) above.
- c. In order to be eligible to receive payments under a. above, the employee shall give written notice to the Superintendent by the February 1 preceding the date of retirement. Said employee may receive payment under a. above in the July or in the January after retirement, at his/her option. If the notice is provided after February 1, the Board may make payment to the employee under 5.a. (1.), (2.) and (3.) above as follows: 50% on the July 1 following retirement; and, 50% on the next July 1 (two [2] budget years).

**ARTICLE 14**  
**TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each year:

A. PERSONAL LEAVE

1. Teachers, secretaries and teacher associates

- a. Teachers: three (3) days per year shall be allowed for personal reasons. Application to the teacher's principal for personal leave shall be made at least two (2) days before taking such leave (except in cases of emergency). Applicants for such leave shall not be required to state the reason for taking such leave under this Section except as stated below.
- b. Each secretarial employee and Teacher Associate shall be entitled to three (3) personal days per year which, if not used, are to be added to sick leave days. The employees must notify the employer at least two (2) days before taking such leave (except in cases of emergency). Applicant shall not be required to state reasons except for the day preceding or following a school holiday. Permission for leave before or after a holiday will be at the discretion of the School Business Administrator/Board Secretary.
- c. The parties agree that personal days should not be used to extend a school holiday. Up to five (5%) percent of the bargaining unit in any building (limited to one (1) in any department) may take a necessary day before, or a necessary day after a school holiday without explanation. Requests in excess of this amount will require explanation and prior approval from the building administrator. Such leave requests must be made within the academic year. All requests granted under this Section shall be granted on the basis of seniority. Seniority may only be invoked once during each academic year.
- d. The parties further agree that personal days not used during the school year and thereafter will be added to the employee's accumulated sick days.
- e. Effective upon mutual ratification of the 1996-1998 Agreement, personal leave may only be used on in-service days in emergency situations. In order to be allowed to use personal leave on an in-service day, the employee must give written reasons detailing the emergency and must receive the approval of the Superintendent.

## 2. Paraprofessionals

Paraprofessionals shall be entitled to three (3) personal days after one year of employment . Personal days not utilized shall be added to sick days and may be accumulated.

3. a. Five (5) days will be given for death of: spouse, parent (step-parent), child, a dependent living with employee and co-habitant.
  - b. Three (3) days leave will be given for death of: uncle/aunt, first cousin, mother/father-in-law, brother/sister (step or half), grandparent, grandchild (legal ward or stepchild of employee child), brother/sister-in-law,
  - c. An allowance of one-half day per incident shall be made for a funeral outside the immediate family, except that one (1) full day shall be allowed if the funeral is outside the immediate area. No unreasonable use will be allowed.
4. Three (3) days per year shall be available for the serious illness of: spouse, parent (step-parent), child, co-habitant, or a dependent living with the employee. "Serious illness" is defined as those situations where the above-listed person is hospitalized or undergoes an outpatient medical procedure in which the patient requires the assistance of the employee. The employee must provide a doctor's note to verify that the person is seriously ill within the definition of that term.
  5. Two days per year shall be available for the illness of: spouse, parent (step-parent), child, co-habitant, or a dependent living with the employee. A maximum of one (1) of these two (2) days may be used for the illness of an uncle/aunt, first cousin, mother/father-in-law, brother/sister (step or half), grandparent, grandchild (legal ward or stepchild of employee child), brother/sister-in-law. The employee must complete a District form listing the relationship of the person to the employee.
  6. The maximum total allowable absence for illness under this paragraph shall be five (5) days per year.
  7. Time necessary for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant.

## B. PROFESSIONAL DAYS

### 1. Secretaries and Teacher Associates

- a. The Superintendent, may, upon the recommendation of the Building Administrator, authorize absence of individual employees for professional

purposes with full pay and expenses not to exceed fifty dollars (\$50) per visitation, and limited to no more than two (2) school days in any school year. A written report shall be submitted within thirty (30) days at the request of the Superintendent and/or immediate Supervisor.

- b. Attendance as per 18A:31-2 for the N.J.E.A. Annual Convention.

2. Teachers

- a. Two (2) days shall be allowed for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior administrative approval.
- b. Additional professional days may be granted by the Superintendent of Schools.
- c. Administrator may require a written report.

C. PARAPROFESSIONALS' JURY DUTY

Any paraprofessional required to serve jury duty shall be granted leave with full pay for duration of said service.

**ARTICLE 15**  
**SABBATICAL AND EXTENDED LEAVES**

- A. A sabbatical leave may be granted to a teacher for advanced study, travel in an area which has direct relationship to the teacher's primary responsibility, or other reasons of value to the school system.

Sabbatical leave may be granted subject to the following conditions:

- 1. A teacher must have completed at least seven (7) full school years of service in the Highland Park School District. The Board of Education may waive this requirement for tenured teachers if the request will be of exceptional benefit to the school system and individual.
- 2. Requests for such leave shall be in writing to the Superintendent of Schools not later than January 1 of the year preceding the leave.
- 3. All teachers who have been granted a leave under this section shall, upon return, be entitled to all financial adjustments and other considerations granted to other teachers.

4. The recipient of leaves under this Section shall agree in writing to return to the Highland Park School District for a period of one (1) year after the leave. Failure to comply with this Section will require reimbursement of salary received during said leave.
5. A maximum of three percent (3%) of the professional staff may be on a sabbatical leave at any one time. First consideration will be given to those sabbatical leave plans which involve the greatest benefits to the school system and the greatest self-improvement. A secondary consideration will be the seniority of the staff members applying for leaves.
6. Salary Payments
  - a. Non-Grant Programs

Three quarters salary (75%) will be paid to any teacher who has been granted a full year leave of absence under this Section.
  - b. Grant Programs

Salary payments to teachers who will receive a foundation or government grant for study shall be that amount of his/her salary which, when added to the grant payment, will equal his/her full salary entitlement.
  - c. Salary for computation of sabbatical leaves shall be at base pay.

B. EXTENDED LEAVES

1. Extended leaves of absence without pay may be granted to any tenured teacher to join the Peace Corps, Vista, National Teachers Corps, or to serve as an exchange student or overseas teacher, or for reasons of benefit to the school system.
2. Extended leaves of absence may be granted subject to the following conditions:
  - a. All employees who have been granted a leave under this section shall, upon return, be entitled to all the financial adjustments granted to other employees.
  - b. All employees who have been granted a leave under this section shall notify the Board of Education of their intent to return to Highland Park no later than April 1 of the year in which the leave was taken.
  - c. All employees desiring to be continued in the health benefits program will be required to reimburse the Board of Education at the Board's cost on an agreed upon payment in advance.

C. EXTENDED DISABILITY LEAVE OF ABSENCE- EXCEPT FOR TEACHER ASSOCIATES

1. Any employee who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment or pregnancy may apply for a leave of absence, based upon said anticipated disability, in accordance with provisions hereinafter set forth. The dates for such leave shall be mutually agreed upon by the Board and the employee.
2. All employees anticipating a state of disability shall notify the Board of Education of the condition expected to result in disability as soon as the condition which may result in disability is known.
3. Any employee who desires to continue in the performance of his or her duties, during a period prior to a state of disability, shall be permitted to do so provided said employee produces a statement from his or her physician stating that said employee is physically capable of continuing to perform his or her duties, and further stating up to what date in the opinion of said physician the employee is capable of performing said duties.
4. In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said person is capable of performing his or her duties up to a specified date but the medical examiner of the Board of Education shall be of a contrary opinion, then a second opinion from a physician mutually agreed upon by both parties and paid for by the Board will be obtained.
5. The employee requesting a leave under the provisions of Section C. shall specify in writing the date on which he or she wishes to commence said leave, and the date on which he or she wishes to return to employment following recovery from said disability.
6. The employee requesting leave under Section C. must produce a statement of his or her physician stating that the employee is or will be disabled pursuant to Section C. 1. The statement must include anticipated commencement and termination dates for said disability. In the event of a disagreement, the provisions of Section C. 4. shall be followed.
7. The Board will grant an unpaid leave of absence to an employee for a period not to exceed one (1) school year. Such leave will not be granted unless the provisions above are complied with by the employee.
8. The employee may seek an additional unpaid leave of absence by making application to the Board of Education no later than April 1. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one (1) additional school year. It must be accompanied

by a physician's statement pursuant to Section C. 6. In the event of a disagreement, the provisions of Section C. 4. shall be followed.

9. The Board shall have the right to require any employee who has been on a disability leave, and who desires to return to his or her duties by a fixed date following recovery from disability, to produce a certificate from his or her physician stating that he or she is capable of resuming his/her duties. In the event of a difference of opinion between the employee's physician and the Board relative to the resumption of duties by said employee, the provisions of Section C. 4. shall be followed.
10. During the period of actual disability, the employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of NJSA 18A:30-1 et. seq.
11. An unpaid leave of absence shall not accrue steps for salary purposes.
12. The provisions of Section C. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

D. EXTENDED DISABILITY LEAVE OF ABSENCE- TEACHER ASSOCIATES

To the extent to which they are eligible, Teacher Associates are covered by the Federal and New Jersey Family Leave Acts with respect to extended leaves of absence.

E. CHILD REARING LEAVE

1. In the case of a birth of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.
2. Applications for child rearing leave shall be made by the employee to the Board at least three (3) months prior to the anticipated birth of the child.
3. Child rearing leave may be granted for a period of up to the end of the school year in which the birth of the child occurs, but such leave may, at the option of the Board, upon the request of the employee, be extended for one additional school year. Requests for extensions of such leaves must be made by April 1 prior to the succeeding school year.
4. The provisions of E. 1. shall apply to the adoption of a child. In the event of an application for unpaid leave upon these grounds, the date for application for and extension of such leaves pursuant to Sections E. 2., E. 3. and E. 4. shall be computed from the actual legal custody date of the child.

5. An employee may request to terminate an unpaid leave of absence prior to the termination date adopted by the Board. The Board may deny such a request based upon its determination that the earlier leave termination date would interfere with the administration of the school or its students.
6. The provisions of this section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any non-tenured employee beyond the termination date of his/her contract.

## ARTICLE 16 STUDENT TEACHERS

- A. Supervision by a teacher of a student teacher shall be voluntary.
- B. The cooperating teacher shall review the record of the student teacher applicant to determine his/her suitability for the classroom.
- C. Cooperating teachers shall be paid the monies received for having had student teachers.
- D. The teacher will retain final responsibility for, and control over, both instruction and discipline.

## ARTICLE 17 PROFESSIONAL RELATIONS COMMITTEE

### A. Purpose

A Professional Relations Committee shall be established and shall meet at mutually scheduled times. The purpose of the Committee shall be to allow the Association to bring concerns to the attention of the administration and to attempt to resolve those concerns.

### B. Membership

The Committee shall consist of the superintendent and two (2) administrative representatives appointed by the superintendent, the President of the Association and a teacher representative from each building as appointed by Highland Park Education Association President.

### C. Procedures

The Committee shall establish its own procedures. The Superintendent and the HPEA President shall chair the meetings on a rotational basis. (Details as to the rotational frequency to be worked out.)

D. Meetings

The Committee shall meet at least once each month during the school year.

E. The committee shall make decisions on whether its meetings shall be made public.

**ARTICLE 18**  
**EVALUATIONS**

A. TEACHERS

1. Classroom Visitation and Observation

- a. The arrangements for observation by other than certificated supervisors must be approved by the building principal and the classroom teacher. Where there is no clear educational purpose in the observation, the teacher may require that at least a seventy-two (72) hour period elapse between the observation request and the actual observation. In these cases, the teacher may also request that the observer be accompanied by a certificated observer or another available teacher of the observed teacher's choice.
- b. Visitation privileges when granted on a continuing basis will be subject to periodic review by the building principal and the classroom teacher.
- c. The Board agrees that no teacher shall be required to accept or retain a citizen volunteer.

2. Procedure for Observation and Evaluation

a. Timelines for Observation Reports

- (1) The teacher's immediate supervisor shall meet with the teacher within four (4) school days of the observation and prior to the finalization of the written observation report for the purpose of discussing the observation.
- (2) The written observation report shall be presented to the teacher within five (5) school days of the observation conference.

b. Following the Observation Report

- (1) "If the teacher makes a request for a conference with her/his supervisor within two (2) school days of receiving the formal observation report, said conference shall be held within five (5) school days after the teacher's request is made.

- (2) Such reports shall be in written form based on the criteria for evaluation and observation and shall include when pertinent:
    - (a) Strength of the teacher as evidenced during the period since the previous report.
    - (b) Weaknesses of the teacher as evidenced during the period since the previous report.
    - (c) Specific suggestions as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
3. A written evaluation must be prepared by the properly certificated supervisor who visits the classroom for the purpose of observing a teaching staff member's performance and the instructional process, or who observes in other parallel settings teaching staff members who are involved in other than direct instructional process.
  - a. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Such observation should not take place solely on the day before or on the day after a holiday. The use of eavesdropping, public address, cameras, audio systems and other surveillance devices shall be strictly prohibited.
  - b. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. Evaluation shall not be based upon hearsay or third party complaint.
  - c. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day 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 a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

**B. SECRETARIES AND TEACHER ASSOCIATES**

1. All appraisals of the work performance of a secretary or Teacher Associate shall be conducted openly and with full knowledge of the employee. Formal evaluation performed for the purpose of recommendation and retention or improvement shall be conducted only by administrators and/or immediate supervisors. The employees shall be given a copy of any evaluation report prepared by his/her evaluator before any conference to discuss it. Evaluation reports shall be submitted to the School Business Administrator/Board Secretary and placed in

the personnel file after the employee has reviewed the report. The employee shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement.

2. An employee shall have the right upon request to review the contents of his/her personnel file in the presence of the School Business Administrator/Board Secretary or his designee.
3. All non-tenured employees shall be evaluated by supervisory personnel twice a year. The evaluation shall be reviewed with each employee and a copy placed in the employee's file. The first evaluation shall be completed by December 1, and the second by May 1.
4. Tenured employees shall be evaluated at least once a year as above.

C. PARAPROFESSIONALS

1. All appraisals of the work performance of a paraprofessional shall be conducted openly and with full knowledge of the paraprofessional. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators or his/her designee. If the evaluation is conducted by an administrator's designee, the administrator will review the evaluation. A paraprofessional shall be given a copy of any evaluation report prepared by an evaluator before any conference to discuss it. Evaluation reports shall be submitted to the Business Administrator and placed in the personnel file after the paraprofessional has reviewed the report. The paraprofessional shall be required to sign only the completed evaluation from indicating whether there is agreement or disagreement.
2. A paraprofessional shall have the right upon request to review the contents of his/her personnel file in the presence of the Business Administrator or his/her designee.

**ARTICLE 19**

**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. The Board recognizes its responsibility to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom.
- B. When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher shall send that student to the office.

**ARTICLE 20**  
**NON-TEACHING ASSIGNMENTS**

- A. Teachers shall not normally be required to perform the following assignments:
1. Collecting money from pupils.
  2. Keeping registers, unless required by law or State Department directive.
- B. **SUPERVISION OF CAFETERIA, SIDEWALKS OR PLAYGROUNDS**
1. The Board of Education shall not unilaterally substitute supervisory duties, e.g., supervision of cafeterias, sidewalks or playgrounds, for free time or preparation time.
  2. The Board of Education will post notices prior to September 10 of each school year advertising for applicants for supervisory duties to be performed during a preparation period. A list of qualified volunteers will be compiled. The Board will use volunteers prior to assigning this work involuntarily.
  3. Any supervisory duties performed by an appointee shall be compensated at the rate of \$1150. Such appointments shall be made by written assignment.
- C. Certain aspects of assignment to teachers in grades seven through twelve are contained in Article 24, B.
- D. Clerical assistance shall be available to teachers in all schools.

**ARTICLE 21**  
**MEETINGS AND CONFERENCES**

- A.
1. In-school faculty meetings shall begin no later than fifteen (15) minutes after the student dismissal time, and shall run no more than sixty (60) minutes.
  2. No teacher shall be required to attend more than **23** after-school meetings per year devoted to the entire school faculty, department, grade level, curricular, instructional concerns or staff development.
  3. An agenda shall be developed with staff input, and shall be provided to the staff at least one day prior to each scheduled meeting.
  4. The meetings listed above shall be scheduled on Mondays, except where the school has designated a specific Monday (e.g. the first Monday of the month) as the meeting day and that day falls on a holiday or on a day of an emergency in which case the meeting will be on the next scheduled pupil day. The principal

shall provide teachers with a schedule of faculty meetings for the year within ten (10) days of the opening of school. The principal shall give a one (1) week notice of all other meetings. The schedule shall make reasonable efforts to avoid scheduling a teacher for more than one faculty/other meeting per week. In the event that a meeting needs to be rescheduled, one (1) week's notice shall be given, except in the case of an emergency cancellation.

- B. In-school faculty meetings and in-service workshops which take place after normal pupil dismissal times, and which require attendance, shall not be called on Fridays or any other day immediately preceding any holiday, except in cases of emergency when an in-school faculty meeting may be held.
- C.
  - 1. Where the Board requests that a teacher take in-service training outside of school hours or such in-service training requires outside assignments or course work, the Board will pay for the cost of training and materials. In addition, the Board will grant credits per current guide at the rate of one (1) credit per fifteen (15) in-service hours.
  - 2. Fees charged for training/courses offered in-district shall be waived for Board employees.
- D.
  - 1. Each teaching staff member in the unit shall be present for all conference periods in his/her school.
  - 2. There shall be two evening conferences in the Fall and one evening conference in the Spring. Evening conference periods shall not exceed three (3) hours and run not later than 10:00 p.m. Scheduling of evening conferences shall be handled by the building administrator or designee (not a unit member). Current scheduling practices shall be maintained.
  - 3. There shall be one early dismissal day for students and teachers in the Fall on the date of the one of the evening conferences. There shall be one early dismissal day for students and teachers in the Spring on the date of the evening conference.
  - 4. There shall be one (1) early dismissal for students during the Fall conference period. Teachers shall be present for conferences that afternoon.
  - 5. The Board may determine annually that there shall be an additional afternoon of conferences at the elementary school level. If the Board determines to schedule that afternoon for conferences, there shall be early dismissal for students.
- E. Effective July 1, 1992, there shall be one (1) evening meeting per teacher in addition to those listed in **D.** above. Each teacher shall be informed of the date and nature of this meeting on or before the tenth work day of September.

- F. Teacher Associates will attend all inclusion meetings after school and will be paid the hourly rate.
- G. Paraprofessionals may be required to attend up to four (4) meetings after school annually. The Administration will only require a paraprofessional to work after normal work hours if absolutely necessary. When a paraprofessional is scheduled for such meetings after her/his normal work hours, she/he shall be paid at her/his hourly rate for pay for all time worked.

**ARTICLE 22**  
**PROTECTION OF EMPLOYEES**

- A. 18A:16-6: Indemnity of Officers and Employees Against Civil Action.

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

- B. 18A:16-6.1: Indemnity of Officers and Employees in Certain Criminal Actions.

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

**ARTICLE 23**  
**WORK YEAR**

A. **TEACHERS**

1. Teachers on a ten (10) month contract will be required to report for work a minimum of 185 days during the school year:

182 student days (181 full days, the 182nd day for the distribution of report cards).

Two (2) professional development days. In-service days shall not extend later than 4:00 p.m. The Highland Park Education Association will be involved in the planning of one of these days. These days will be scheduled into the school calendar. One additional in-service day will be a non-scheduled day which must be fulfilled by the teacher when school is not in session. It may be met by attendance at the NJEA convention or another suitable workshop.

2. In addition to the days referred to above, there may be two (2) additional days a year for professional development at the Board's option. Teachers shall be paid the per diem rate in effect at the time of the day(s). Placement of days may be different for different groups. The calendar adopted for the year shall contain the days' placement. The Association shall be consulted on the placement of the day(s), if any. The Administration shall consult with all bargaining unit sub-groups and the Association leadership concerning suggested professional development topics and programs.
3. Each teacher shall attend ten (10) hours annually of District-run workshops after school. These workshops shall be in addition to staff development time agreed to above. Of these ten (10) after-school hours, teachers shall choose from available offerings for five (5) of these hours. The administration shall schedule the other five (5) hours.
4. When the Superintendent requires a teacher to participate in professional development after school in excess of those hours defined in 3. above, the Board will pay the teacher at the curriculum rate set forth in Schedule C. These required additional professional development workshops shall not extend the contractually agreed-upon work year.
5. The Highland Park Education Association will be involved in the planning of one regularly scheduled workshop.
6. In addition to the two (2) in-service days referred to in 1. above, there may be two additional days beginning in the 1989-1990 year for in-service at the Board's option. Teachers shall be paid the per diem rate in effect at the time of the day(s). Placement of days may be different for different groups. The calendar adopted for the year shall contain the days' placement. The Association shall be

consulted on the placement of the day(s), if any, under Article 25 language. The Administration shall consult with all bargaining unit sub-groups and the Association leadership concerning suggested in-service topics and programs.

B. SECRETARIES

1. All currently employed twelve (12) month employees shall have paid holidays. These holidays shall be in addition to paid vacation days set forth in D. 2. a. below. All ten (10) month employees shall be entitled to the same paid holidays where applicable.
2. Staff shall plan one (1) full day workshop a year to be scheduled on one of the days teacher workshops occur. Hours for all secretaries on this day shall be 8:30 A.M. to 3:30 P.M. If the Board schedules a second workshop day for secretaries on any other day, the hours for secretaries directed to attend this workshop shall be 8:30 A.M. to 3:30 P.M.

3. Storm Days

On storm days, when school is officially closed, secretaries will not be required to report for duty.

C. TEACHER ASSOCIATES

The work year is 185 days.

D. SECRETARIES' VACATIONS

1. All twelve month secretaries shall receive twenty-two (22) days of vacation after the completion of one year of service. Secretaries with less than one year shall earn one day per month. Vacations which are earned by July 1 of any year may be taken at any time thereafter by mutual agreement and approval of the immediate supervisor and central office administrator.
2. Effective after the mutual date of ratification of the 2004-2007 Agreement, this shall be the vacation entitlement for secretaries hired on or after that date:
  - a. On the July 1st following the initial employment date, an employee shall be credited with one (1) day of vacation for each full month worked not to exceed ten (10) days.
  - b. An employee who has worked more than one (1) year but less than **five (5)** years as of July 1st, shall be credited with ten (10) vacation days.
  - c. An employee who has worked five (5) or more years as of July 1st, shall be credited with fifteen (15) vacation days.

3. Vacations may not be scheduled during the 14 day period before school opens for students. The Superintendent may waive this limitation in extenuating circumstances.
4. If a holiday falls during a secretary's vacation period, said holiday shall not be charged against vacation days.
5. Paid holidays as per the school calendar.
6. Pro-rated Vacation Time at Retirement  
  
Employees with four (4) years or more of employment in Highland Park Schools retiring during the school year shall receive vacation days pro-rated according to date of leaving.
7. Employees who do not utilize the balance of their vacation days beyond ten (10) shall elect one of the following options:
  - a. Convert these days into accumulated sick leave days. The total accumulated sick leave days may not exceed the statutory limit.
  - b. Secretaries may accumulate these days as vacation days up to ten (10) per year up to a maximum of 25.
  - c. Secretaries may elect to be paid for up to five (5) unused vacation days.
8. Limitation to extended vacations shall be held to no more than two (2) employees per contract year. Said extension must be approved by the Board of Education. Criteria shall be established on the basis of first-come status.

E. PARAPROFESSIONALS

1. The contractual work year shall consist of 183 days. The annual salary shall be 182 days times the number of working hours assigned to the employee. The annual salary shall be paid in twenty (20) equal installments. The duties on workdays when students are not present shall be instructional-related tasks and/or training activities falling within the job description. Employees shall be given a contract indicating the number of assigned daily hours and the appropriate rate of pay. The contract shall also provide a sixty (60) day notice to employees regarding Board changes in hours, assigned days, or any layoff.
2. Whenever possible the Board will consider seniority when effecting a lay-off. This consideration will be by type of position assignment.

3. Employees laid off will be on a preferential hiring list for a period equal to their active service for a maximum of three (3) years. Employees will be recalled by seniority for an opening to the type of assignment they held while actively employed.

**ARTICLE 24**  
**WORK DAY**

A. **TEACHERS - ARRIVAL TIME AND DISMISSAL TIME**

Teachers shall arrive in their assigned building at least ten (10) minutes before their assigned instructional period, supervisory period or homeroom, whichever is earlier. Under no circumstances shall any teacher be required to arrive before 7:45 a.m. Effective with the mutual ratification of the 2001-2004 Agreement, teachers may leave ten (10) minutes after student dismissal time on full instructional days.

B. **GRADES 7 - 12**

1. Full-time teaching staff members in the unit shall have one (1) preparation period on any regular school day.
2. Full-time classroom teachers, except for science teachers, shall not be involuntarily assigned to more than five (5) teaching periods on a full school day. Full-time science teachers shall not be involuntarily assigned to more than twenty-eight (28) teaching periods in any full day, five (5) day week.
3. Duty assignments are in addition to homeroom and traditional 9th period responsibilities.
4. Duties shall not require instruction or student evaluation by assigned personnel.
5. Where possible, types of duty assignments shall rotate among full-time teachers available during the same period on a quarterly basis.
6. Teachers may trade assignments with the prior approval of the Principal and his/her designee.
7. A current list of teachers' duty assignments shall be filed with the Association together with the names of teachers not assigned such duty periods together with the reason(s) for those non-assignments.
8. Teachers shall have a duty-free lunch period which will not be used for conferences/consultations.

9. a. The assignment of teachers in grades 7 through 12 shall be made with the minimum number of subject preparations needed to offer a total educational program. In scheduling class assignment, every effort will be made to equalize the teaching load for all staff members. An equalized teaching load should be based on the following criteria or a combination thereof.
  - 1) Five (5) teaching periods per day.
  - 2) A maximum of three (3) preparations.
  - 3) A maximum of three (3) consecutive teaching periods.
  - 4) One hundred twenty-five (125) students (except physical education and guidance).
  - 5) Homeroom and/or equivalent assignment.
- b. A compensating reduction in any given area which can be accomplished without reducing the program will be made for those staff members exceeding the maximum in another area.
10. a. Effective September 1, 1993, there shall be a flexible scheduling approach for teachers at the high school level. If the Board determines each year that the District will offer a student day which will commence one period earlier than the schedule in effect for the 1992-1993 school year, teachers may volunteer to work a schedule which commences one period earlier and finishes one period earlier on a semester-long or year-long-basis.
- b. The number of such positions available, including the courses to be taught during this time, are matters of Board and administration discretion.
- c. Teachers who volunteer and are assigned to the earlier period schedule shall be governed by the provisions of A.1. (first sentence only), and B.1. and through B. 8. above. Such teachers will be required to remain for meetings under Article 21, C. above to the extent that such attendance does not increase their total in-school hours beyond that worked by teachers who do not participate in the flexible scheduling approach. Such teachers will be required to attend the in-service workshops set forth in Article 21, C. above.
- d. The Superintendent shall inform the Association of preliminary plans for such scheduling by the May 15 prior to the new school year. The Superintendent shall also inform the Association of the names of specific

volunteers who are assigned to a zero period as soon as such assignments are made.

C. HIGH SCHOOL

1. Effective with the 1999-2000 year, the teacher work day and instructional time for students will increase by 16 minutes over the schedule in effect for the 1997-1998 year. Each period will be increased by two minutes.
2. Effective with the 2000-2001 year, the teacher work day and instructional time for students will increase by 8 minutes over the schedule in effect for the 1998-1999 year. Each period will be increased by one minute.

D. BARTLE AND IRVING

1. In addition to the pre-student and post-student time set forth in A. above, the teacher work day will be six (6) hours, 15 minutes with a 45 minute lunch period.
2. Preparation time
  - a. Except as limited below, all full-time teachers shall have 225 minutes of preparation time during any five (5) day work week which consists of full instructional days.
  - b. On a day when a teacher is on a field trip, the scheduled preparation time will not be provided and this teacher work day is an exception to a. above. On a day when a teacher is on a partial day field trip, he/she may arrange to switch any scheduled specials time with another teacher in order to insure preparation time that day.
  - c. On assembly days, the District will make a good faith effort to provide scheduled preparation time to a teacher. However, the scheduled preparation time is not guaranteed and this teacher work day is an exception to a. above.
  - d. On scheduled early closing days and on delayed opening days, the District will make a good faith effort to implement a proportionately shortened preparation period schedule. The District's failure to do so is not a violation of a. above.
  - e. On emergency early closing days, the District will make a good faith effort to provide scheduled preparation time to a teacher. However, the scheduled preparation time is not guaranteed and is an exception to a. above.
  - f. The District shall make a good-faith effort to schedule preparation time on a daily basis for a teacher.

E. SECRETARIES

1. All employees shall work an eight (8) hour day which includes one (1) hour for lunch during the school year. The starting and ending time shall be determined by the needs of the particular assignment.
2. All employees shall work a seven (7) hour day during the summer months which includes one (1) hour for lunch, with the starting and ending time to be determined by the Administrator according to the particular needs of the office.

F. TEACHER ASSOCIATES

1. Teacher associates shall report 15 minutes before the student's day and remain 15 minutes after the student's day.
2. The parties agree that the schedule for a Teacher Associate varies by student and is defined by the IEP and directed by the Administration.
3. Teacher associates shall receive a duty-free lunch period and two (2) 15 minute break periods per full work day.
4. The work day shall not commence before 7 a.m. or extend beyond **3:07** p.m. Any time outside of these parameters shall be paid in accordance with Article 7, J.

G. PARAPROFESSIONALS

1. Whenever any paraprofessional is required or requested by a supervisor to work more than the "normal" number of daily hours, such additional time shall be paid at the appropriate hourly rate or through the practice of compensatory time off subject to the approval of both the paraprofessional and the immediate supervisor.
2. Whenever a paraprofessional is required by an authorized administrator to attend any workshop, seminar or other in-service training session, the paraprofessional shall receive payment for the time in attendance at such session as well as reimbursement for reasonable expenses including fees, meals, and transportation. Requests for such reimbursement shall be documented.
3. By June 30 of each year, every effort will be made to notify each paraprofessional of reemployment status for the following year. Those paraprofessionals whose positions are dependent on outside funds will be advised of their status as soon as notice of funding is received by the Board of Education.

**ARTICLE 25**  
**SCHOOL CALENDAR**

- A. The school calendar shall be adopted by the Board of Education under the following guidelines:
1. The Highland Park Education Association and the Highland Park Board of Education shall each initiate a proposed calendar by March 1st.
  2. Each must react by March 15th to the other's proposal.
  3. A meeting to reconcile differences will be held within the next ten (10) working days between a representative of the Board and the Association.
  4. The calendar shall be adopted by April 15th. The Board will submit to the Association, in areas of disagreement, a written explanation of its final decision.
- B. Four (4) hour sessions ending at 12:30 p.m. will be scheduled on the school day immediately preceding Thanksgiving and the Easter/Passover holiday. A four (4) hour session shall be scheduled for any school which does not have evening conferences pursuant to Article 21, E. Effective after mutual ratification of the 1996-1998 Agreement, the teacher work day before the Christmas recess shall be a four (4) hour session.

**ARTICLE 26**  
**INCLUSIVE EDUCATION**

- A. Association appointed designees will be invited to attend any in-District training session on inclusive education.
- B. In addition, the Association may set up a subcommittee in each building to meet with the Principal and/or Director of Educational Services about concerns regarding inclusive education. The subcommittee may meet with the Superintendent and the Principal over unresolved concerns. This subcommittee may meet with a subcommittee of the Board over unresolved concerns.

**ARTICLE 27**  
**REPRESENTATION FEE**

A. DETERMINATION OF FEE

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

B. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each academic year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

C. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

**ARTICLE 28**  
**CONTINUING EDUCATION**

- A. The Board shall comply with the State Board rules and regulations concerning committee establishment and operations.
- B. The Board and the Administration shall make a good faith effort to maximize the number of hours of teacher in-service which “counts” towards the State minimum hours in the five year cycle.
- C. The District will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between the District and teacher’s records should be noted within 30 days of receipt of the Board records.

**ARTICLE 29**  
**MISCELLANEOUS**

- 1. The Board of Education will provide the Association with a copy of its Board Policy Manual and will continue to provide the Association President with copies of changes in policy, whenever they become effective.
- 2. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) calendar days after the Agreement is signed. Sufficient copies will be made for all members of the unit and new members to be employed.

**ARTICLE 30**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective on July 1, 2004 and shall continue in effect until June 30, 2007.
  
- B. IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be place thereon.

HIGHLAND PARK  
BOARD OF EDUCATION

HIGHLAND PARK  
EDUCATION ASSOCIATION

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Vice-President

DATE:

DATE:

**SCHEDULE A-1**  
**TEACHERS' SALARY GUIDE**  
**2004-2005**

STEP 2003-2004	STEP 2004-2005	BA	MA	MA+30	DOCT
***	1	41330	44120	46910	49690
1-D	2	41730	44520	47310	50090
2-E	3	41830	44620	47410	50190
3-F	4	41930	44720	47510	50290
4-G	5	42580	45370	48160	50940
5-H	6	43230	46020	48810	51590
6-I	7	43880	46670	49460	52240
7-J	8	46000	48790	51580	54360
8-K	9	48220	51010	53800	56580
9-L	10	50560	53350	56140	58920
10-M	11	53010	55800	58590	61370
11-N	12	55590	58380	61170	63950
12-O	13	58290	61080	63870	66650
13-P	14	61130	63920	66710	69490
14-Q	15	64110	66900	69690	72470
15-R	16	67240	70030	72820	75600
16-S/LONG	LONG	70530	73320	76110	78890

1. Part-time teachers at grades 7 through 12 shall be paid on the following formula:

$$\frac{\text{Number of teaching periods}}{5} \times \text{appropriate salary}$$

Part-time teachers shall perform duties according to the following formula:

<u>Periods taught per day</u>	<u>Duty periods per week</u>
1	1
2	2
3	3
4	4

2. Only approved graduate courses are eligible for credit on the guide. Only approved graduate courses earned after attainment of the MA degree are eligible for credit on the MA plus 30 column.
3. Movement on the guide shall be limited to one step in any one year.

**SCHEDULE A-2**  
**TEACHERS' SALARY GUIDE**  
**2005-2006**

<u>STEP</u> <u>2004-2005</u>	<u>STEP</u> <u>2005-2006</u>	BA	MA	MA+30	DOCT
***	1	42450	45240	48030	50810
1	2	42950	45740	48530	51310
2	3	43450	46240	49030	51810
3	4	43550	46340	49130	51910
4	5	44200	46990	49780	52560
5	6	44850	47640	50430	53210
6	7	45500	48290	51080	53860
7	8	47620	50410	53200	55980
8	9	49840	52630	55420	58200
9	10	52180	54970	57760	60540
10	11	54630	57420	60210	62990
11	12	57210	60000	62790	65570
12	13	59910	62700	65490	68270
13	14	62750	65540	68330	71110
14	15	65730	68520	71310	74090
15	16	68860	71650	74440	77220
16/LONG.	LONG	72150	74940	77730	80510

1. Part-time teachers at grades 7 through 12 shall be paid on the following formula:

$$\frac{\text{Number of teaching periods}}{5} \times \text{appropriate salary}$$

Part-time teachers shall perform duties according to the following formula:

<u>Periods taught per day</u>	<u>Duty periods per week</u>
1	1
2	2
3	3
4	4

2. Only approved graduate courses are eligible for credit on the guide. Only approved graduate courses earned after attainment of the MA degree are eligible for credit on the MA plus 30 column.
3. Movement on the guide shall be limited to one step in any one year.

**SCHEDULE A-2**  
**TEACHERS' SALARY GUIDE**  
**2006-2007**

STEP 2005-2006	STEP 2006-2007	BA	MA	MA+30	DOCT.
***	1	43450	46240	49030	51810
1	2	44050	46840	49630	52410
2	3	44650	47440	50230	53010
3	4	45250	48040	50830	53610
4	5	45900	48690	51480	54260
5	6	46550	49340	52130	54910
6	7	47200	49990	52780	55560
7	8	49320	52110	54900	57680
8	9	51540	54330	57120	59900
9	10	53880	56670	59460	62240
10	11	56330	59120	61910	64690
11	12	58910	61700	64490	67270
12	13	61610	64400	67190	69970
13	14	64450	67240	70030	72810
14	15	67430	70220	73010	75790
15	16	70560	73350	76140	78920
16/LONG.	LONG	73850	76640	79430	82210

1. Part-time teachers at grades 7 through 12 shall be paid on the following formula:

$$\frac{\text{Number of teaching periods}}{5} \times \text{appropriate salary}$$

Part-time teachers shall perform duties according to the following formula:

<u>Periods taught per day</u>	<u>Duty periods per week</u>
1	1
2	2
3	3
4	4

2. Only approved graduate courses are eligible for credit on the guide. Only approved graduate courses earned after attainment of the MA degree are eligible for credit on the MA plus 30 column.
3. Movement on the guide shall be limited to one step in any one year.

**SCHEDULE B**  
**EXTRA CURRICULAR**  
**2004-2005, 2005-2006 and 2006-2007**

	2004-2005	2005-2006	2006-2007
Albadome - Business	2013	2110	2211
Albadome - Editorial	3062	3209	3363
Assembly, High School	1432	1500	1572
Audio Visual Advisor, Primary	1622	1700	1782
Audio Visual Coordinator, Bartle	858	900	943
Audio Visual Repair, Bartle	1049	1099	1152
Band Director, 7-12	4406	4617	4839
Band Director, 4-6	1049	1099	1152
Band Front Advisor	1149	1204	1262
Baseball (Asst.)	4209	4411	4623
Baseball (Head)	6121	6415	6723
Baseball, 7-8	1246	1306	1369
Basketball (Asst.)	4968	5206	5456
Basketball (Freshman Boys)	4017	4210	4412
Basketball (Freshman Girls)	4017	4210	4412
Basketball, (Head) Boys	6504	6816	7143
Basketball, (Head) Girls	6504	6816	7143
Basketball, Grade 7/8 Boys	3636	3810	3993
Basketball, Grade 7/8 Girls	3636	3810	3993
Cheerleading/Dance Team (7-8)	1254	1315	1378
Cheerleading/Dance Team (HS)	2771	2904	3043
Chess Club	1025	1074	1126
Choir, Bartle	1049	1099	1152
Co-Curricular Advisor	6953	7287	7637
Computer Assist., All schools	1657	1736	1820
Contemporary Choir	1055	1106	1159
Creative Writing, Dead Center	3062	3209	3363
Cross Country	5548	5814	6094
Debate	2817	2952	3094
Detention Monitor	3101	3250	3406
Drama, 7-8	1622	1700	1782
Drama, 9-12	8027	8412	8816
Faculty Manager	5364	5621	5891
FBLA Advisor, High School	1880	1970	2065
Field Hockey (Asst.)	4017	4210	4412
Field Hockey (Head)	5548	5814	6094
Field Hockey (7-8)	1246	1306	1369
Football (Asst.)	5746	6022	6311
Football, Freshman	2868	3006	3150

**SCHEDULE B, continued**

	2004-2005	2005-2006	2006-2007
Football (Head)	8027	8412	8816
Football, (Grade 8 Boys)	2868	3006	3150
Freshman Class Advisor	1181	1238	1297
Gymnastics (Head)	5548	5814	6094
Gymnastics (7-8)	1246	1306	1369
High School Drill Team	2301	2412	2528
Highland Fling - Business	2013	2110	2211
Highland Fling - Editorial	3062	3209	3363
Homework Center	2638	2764	2897
Intramural Supervisor (7-8)	1939	2032	2129
Junior Class Advisor	1240	1299	1362
Mathletes Advisor	1055	1106	1159
Model U.N./Model Congress Advisor	1805	1891	1982
Model U.N./Model Congress Assistant Advisor	902	946	991
National Honor Society	1332	1396	1463
Newspaper/Literary Magazine (7-8)	1432	1500	1572
Olympics of the Mind/Quiz Bowl	1240	1299	1362
Peer Mediation Trainer/Coordinator	2638	2764	2897
Percussion Advisor	1150	1205	1263
Radio	6313	6616	6934
Scienceletes	1055	1106	1159
Senior Class Advisor	2962	3104	3253
Senior Experience Advisor (WISE)	1572	1647	1727
Soccer (Asst.)	4017	4210	4412
Soccer (Head)	5548	5814	6094
Soccer (Boys 7-8)	2057	2156	2259
Soccer (Girls 7-8)	2057	2156	2259
Soccer (Grade 9 Girls)	4017	4210	4412
Softball (Asst.)	4209	4411	4623
Softball (Head)	6121	6415	6723
Softball (7-8)	1246	1306	1369
Sophomore Class Advisor	1181	1238	1297
Special Olympics	1728	1811	1898
Spring Track (Head Boys 7-12)	6121	6415	6723
Spring Track (Head Girls 7-12)	6121	6415	6723

**SCHEDULE B, continued**

	2004-2005	2005-2006	2006-2007
Spring Track (Asst. Boys 9-12)	4017	4210	4412
Spring Track (Asst. Girls 9-12)	4017	4210	4412
Spring Track (Asst. Boys 7-8)	1253	1314	1377
Spring Track (Asst. Girls 7-8)	1253	1314	1377
Student Council (Bartle)	1240	1299	1362
Student Congress (7-8)	1914	2006	2102
Student Congress (High School)	2777	2911	3050
Student Funds (7-12)	4590	4811	5041
Student Funds (Bartle)	1564	1639	1717
Tech Crew	1728	1911	1898
Technical Advisor	3054	3200	3354
Tennis (Boys)	4209	4411	4623
Tennis (Girls)	4209	4411	4623
Vocal Music Director (7-12)	4619	4840	5073
Weight Room Supervisor	2868	3006	3150
Winter Track (Asst.)	4017	4210	4412
Winter Track, (Head)	6121	6415	6723
Wrestling (Asst.)	4968	5206	5456
Wrestling (Head)	6504	6816	7143
Wrestling (7-8)	1246	1306	1369
Yearbook (7-8)	1390	1456	1526

A student, staff member, or parent can make a proposal to the principal for the addition of an extra curricular activity. The principal will analyze the proposal, gather additional information, and if he/she recommends establishing the position, he/she will send the proposal with the following analysis of factors to the superintendent:

- a. Student interest
- b. Student involvement
- c. Facility availability
- d. Staffing capability
- e. Supervision capability
- f. Funding capability
- g. Available community programs
- h. Appropriateness for student age group

If sufficient funds are available to permit adding a new sport or activity, the Superintendent will review the principal's recommendation. If the Superintendent concurs, he/she will forward the recommendation to the School Board for action. Each recommendation shall be accompanied by an examination of the impact on existing sports/activities and the facilities required. If a position is created by the Board, the Board shall negotiate in good faith concerning the compensation for the position.

**SCHEDULE C**  
**TEACHERS' MISCELLANEOUS RATES OF PAY**  
**2004-2005, 2005-2006 and 2006-2007**

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Teachers providing instruction:	\$42	\$44	\$46
a. in the summer (summer school, Extended Year programs for special needs students, and state or Federally-funded programs);			
b. in the school year (Extended Day programs and bedside tutoring)			

Hourly rates set above are applicable to actual teaching time. There is no additional compensation for preparation to teach.

Nurses performing duties in the summer	\$35.62	\$37.33	\$39.12
Curriculum Rate and Teacher-Student Mentor Program	\$28.88	\$30.27	\$31.72
CST and Guidance Summer Work	\$54.15	\$54.15	\$54.15
Class Coverage	\$24.15 per coverage	\$25.30 per coverage	\$26.52 per coverage
Presenter of Teacher or Parent Courses	\$735	\$770	\$805

Amount shown is for a 15 hour course (prorated amount for fewer hours)

The Board shall determine the number of teachers required to be present for overnight functions. When a teacher, including one receiving a stipend for the activity, stays overnight with students, she/he shall receive \$75 for each such night.

**SCHEDULE D -1**  
**SECRETARIES' SALARY GUIDE**  
**2004-2005**

STEP 2003-2004	STEP 2004-2005	General Secretary	Asst. Admin. Secretary Asst. Bkpr.	Admin. Secretary	Bookkeeper, Data Base Specialist/ Technology Support
***	A	26710	32210	32510	33810
A	B	26810	32310	32610	33910
B	C	26910	32410	32710	34010
C	D	27010	32510	32910	34110
D	E	27510	33010	33310	34610
E	F	28010	33510	33810	35110
F	G	28510	34010	34310	35610
G	G-a	30047	35547	35847	37147
G-a	H	32047	37547	37847	39147
H	H-a	34047	39547	39847	41147
H-a	I	36097	41597	41897	43197
I/J	J	40610	43751	43996	45099

LONGEVITY - Years of Service, Highland Park: Date of appointment to completion of 9 years  
- 2% of step on guide. Year 10 and thereafter - 3% of step on guide.

**SCHEDULE D-2**  
**SECRETARIES' SALARY GUIDE**  
**2005-2006**

STEP 2004-2005	STEP 2005-2006	General Secretary	Asst. Admin. Secretary Asst. Bkpr.	Admin. Secretary	Bookkeeper, Data Base Specialist/ Technology Support
***	A	27855	33335	33655	34955
A	B	27955	33455	33755	35055
B	C	28055	33555	33855	35155
C	D	28155	33655	33955	35255
D	E	28655	34155	34455	35755
E	F	29155	34655	34955	36255
F	G	29655	35155	35455	36766
G	G-a	31192	36692	36992	38292
G-a	H	33192	38692	38992	40292
H	H-a	35192	40692	40992	42292
H-a	I	37292	42792	43092	44392
I/J	J	41855	44996	45241	46344

LONGEVITY - Years of Service, Highland Park: Date of appointment to completion of 9 years  
- 2% of step on guide. Year 10 and thereafter - 3% of step on guide.

**SCHEDULE D-3**  
**SECRETARIES' SALARY GUIDE**  
**2006-2007**

STEP 2005-2006	STEP 2006-2007	General Secretary	Asst. Admin. Secretary Asst. Bkpr.	Admin. Secretary	Bookkeeper, Data Base Specialist/ Technology Support
***	A	28840	34340	34640	35940
A	B	28940	34440	34740	36040
B	C	29040	34540	34840	36140
C	D	29140	34640	34940	36240
D	E	29640	35140	35440	36740
E	F	30140	35640	35940	37240
F	G	30640	36140	36440	37740
G	G-a	32177	37677	37977	39277
G-a	H	34177	39677	39977	41277
H	H-a	36177	41677	41977	43277
H-a	I	38237	43287	44127	45427
I/J	J	42940	46081	46326	47429

LONGEVITY - Years of Service, Highland Park: Date of appointment to completion of 9 years  
- 2% of step on guide. Year 10 and thereafter - 3% of step on guide.

**SCHEDULE E**  
**TEACHER ASSOCIATES' HOURLY RATES**  
**2004-2005, 2005-2006 and 2006-2007**

	2004-2005	2005-2006	2006-2007
Hourly Rate for anyone appointed as a Teacher Associate before July 1, 1999	\$17.04	\$17.86	\$18.72
Hourly Rate for anyone appointed as a Teacher Associate on or after July 1, 1999	\$14.82	\$15.53	\$16.28

**SCHEDULE F**  
**ATHLETIC TRAINER SALARY**

The occupant is paid pursuant to the teacher salary guide.

**SCEHDULE G**  
**PARAPROFESSIONALS' HOURLY RATES**  
2004-2005, 2005-2006 and 2006-2007

STEP	STEP	RATE	STEP	RATE	STEP	RATE
03-04	04-05		05-06		06-07	
***1	2	10.16	3	10.88	4	11.45
2	3	10.26	4	10.98	5	11.55
3	4	10.36	5	11.10	6	11.72
4	5	10.63	6	11.26	7	12.22
5	6	10.90	7	11.76	8	12.38
6	7	11.40	8	11.92	9	12.76
7	8	11.56	9	12.30	10	13.25
8	9	11.94	10	12.79	11	14.02
9	10	12.43	11	13.56	12	14.62
10	11	13.20	12	14.16	13	15.11
11	12	13.80	13	14.65	14	15.39
12	13	14.29	14	14.93	15	15.93
13	14	14.57	15	15.47	16	16.81
14	15	15.11	16	16.35	17	17.63
15	16	15.99	17	17.17	18	18.94
16	17	16.81	18	18.48	/	
17/18	18	18.12	/		/	

- Step movement from year to year can be read horizontally. For example, a paraprofessional on Step 6 in 2003-2004 shall be on Step 7 in 2004-2005, on Step 8 in 2005-2006 and on Step 9 in 2006-2007.
- All new employees shall be hired at Step One (1) of the Paraprofessional Guide and will not receive credit on the guide for any employment experience outside this unit.
- Longevity: Paraprofessionals** who have completed fifteen (15) years in the district shall receive an annual stipend of one (1) percent of their annual salary as a longevity payment. This stipend shall be increased by one (1) percent every second year.

<u>YEAR</u>	<u>PERCENT</u>	<u>YEAR</u>	<u>PERCENT</u>
16-17	+1%	28-29	+7%
18-19	+2%	30-31	+8%
20-21	+3%	32-33	+9%
22-23	+4	34-35	+10%
24-25	+5%	36-37	+11%
26-27	+6%		

## SIDEBAR AGREEMENT

The undersigned parties agree that the following provisions shall be in effect if and when they are consistent with the State Health Benefit Plan's rules:

1. a. Effective on the first of the month which is at least sixty (60) days after the SHBP allows voluntary waiver incentive programs, there shall be a voluntary health insurance waiver plan for employees eligible to receive family coverage under Article 12, A.
- b. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage. Said form will contain a final return date.
- c. Employees who voluntarily elect to waive coverage shall be entitled to receive fifty percent (50%) of the premium cost of the waived insurance. In the first year, the actual payment shall be prorated to the number of months that the incentive plan is in operation.
- d. Payment of the monies in c. above shall be made by separate check on the last workday of the school year.
- e. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment. In the first year, the waiver period shall cover the number of months left in the year.
- f. Employees who have no other comprehensive insurance shall not be permitted to waive coverage.
- g. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
- h. An employee who initially waives coverage and then needs to re-enroll will be re-enrolled on the first permissible date. It shall be the employee's obligation to inform the District of pending loss of coverage. An employee who re-enrolls during the insurance year (anytime other than on a July 1) will receive no incentive for that year.

SIGNED BY THE PARTIES:                      APRIL 24, 1991

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SIDEBAR AGREEMENT

The following reflects the parties' understanding:

In the application of rates for summer work for CST and guidance personnel, any unit employee who worked for the District in the summer of 1993 and who was paid his/her per diem rate for such work, shall be paid at his/her per diem rate for any such future work, consistent with practice, unless and until changed by the parties in writing.

SIGNED BY THE PARTIES:

MARCH 14, 1995