

2005-08 AGREEMENT

BETWEEN THE

PRINCETON **R**EGIONAL **E**DUICATION **A**SSOCIATION

AND THE

BOARD OF **E**DUICATION

PRINCETON **R**EGIONAL **S**CHOOL **D**ISTRICT

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Between the
PRINCETON REGIONAL EDUCATION ASSOCIATION
and the
BOARD OF EDUCATION
PRINCETON REGIONAL SCHOOL DISTRICT

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PREAMBLE

This Agreement entered into this 18th day of November, 2004, by and between the Board of Education of the Princeton Regional School District, Princeton, NJ, hereinafter called the "Board," and the Princeton Regional Education Association, hereinafter called the "Association."

The Board and the Association enter into this contract with the common goal of providing quality education to the students of the district within a climate of mutual respect and with appreciation of and respect for the professionalism of teachers and the importance of maintaining and enhancing any and all rights, freedoms, and obligations, provided, guaranteed, and required by law.

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all contractual certificated personnel who comprise the unit as follows:
1. Teachers
 2. Guidance Counselors
 3. Nurses
 4. Librarians
 5. Psychologists
 6. Social Workers
 7. Learning Consultants
 8. Supplementary Instructors
 9. Therapists
 10. Athletic Trainers
 11. Any other temporary appointments made to the unit
- B. Unless otherwise indicated, the term “teacher,” when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, references to “Superintendent,” when used hereinafter in this Agreement, shall encompass the meaning of “Superintendent or his/her designee.”
- D. All other individuals employed by the Board not specifically listed above are excluded from the negotiations unit.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
 2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, and shall be subject to ratification by the Association and approval by Board resolution. Once approved by both parties, the Agreement shall be executed by both the Board and the Association.
 3. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership, and the Board reserves the right to request a statement signed by an officer of the Association that the membership has ratified the Agreement.
- B. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such a time that a step or steps fall within the period between the end of school in June and the opening of school in September, then the time limits set forth herein as school days shall be interpreted as days when the central office is open and shall be extended, as requested, to conform to the vacation schedules of the parties involved.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
4. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
5. The Association may process a grievance through all levels of the grievance procedure in accordance with this ARTICLE.

6. Level 1

Any teacher who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:

- a. The matter at issue or in dispute.
- b. The reason given by the supervisor for his/her decision.
- c. Counter arguments of the grievant.
- d. The grievant's request.

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

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

Level 3

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

The appeal shall be made in writing to the Superintendent with a copy to the Association. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal.

The Superintendent shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible. The Superintendent shall resolve the matter and communicate the decision with reasons in writing to the teacher, the principal, and the Association within a period not to exceed fifteen (15) school days.

Level 4

If the grievance is not resolved to the teacher's satisfaction, the grievant, no later than six (6) school days after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board.

The Board, or a committee thereof, shall review the grievance, in the case of a grievance which does not relate to a matter specifically part of this Agreement, shall hold a hearing with the teacher, shall render a decision with reasons in writing to the teacher and the Association within thirty (30) school days of receipt of the grievance by the Board.

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

Level 5

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

The parties shall be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- a. The authority of the arbitrator shall be subject to the following:
 - 1) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
 - 2) The arbitrator shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - 3) The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
 - 4) The arbitrator shall be bound by the laws of the state of New Jersey and the United States and decisions of the courts of New Jersey and of the United States.
- b. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.
- c. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
- d. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.
- e. The Association and the Board shall be limited to placing one (1) grievance before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual agreement of the parties.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at the grievant's option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time that the written grievance is submitted. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent, and the processing of such grievance shall be commenced at Level 3.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.

ARTICLE 4

TEACHER RIGHTS

- A. Pursuant to the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974), the Board hereby agrees that teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as (s)he may have under New Jersey School Laws.
- C. No teacher shall be disciplined without just cause.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in an office, position or employment, or the salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have an Association representative of the teacher's choice present to advise and represent the teacher during such meeting or interview.

ARTICLE 5

BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association a current roster of certificated full-time personnel, one copy of the agenda and minutes of all public meetings as duplicated and distributed to the Board members and the County Superintendent of Schools; one copy of names and addresses of all teachers, and such other public information that shall assist the Association in collective negotiations and handling of grievances.
- B. Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings in accordance with Board Policy 1330, Outside Use of School Facilities (Revision #4, adopted February 2003).
- D. The Association may be permitted to use school facilities and all equipment when such equipment is not otherwise in use, with prior approval of the principal. Such approval shall not be unreasonably withheld. The Association shall provide its own supplies.
- E. The Association shall be provided without cost with office space in a building at a location and a description to be mutually agreed upon within limits of available space. The Association shall be allowed to install and maintain a telephone in the office at Association expense.
- F. Upon written request, up to twelve (12) days' leave of absence without loss of pay in a school year shall be granted to Association members for Association business. The aforementioned twelve (12) days is the total to be utilized by the Association membership in its entirety. Said requests shall be certified by the President of the Association and forwarded to the Superintendent at least one (1) week in advance, except in the event of an emergency.
- G. Except as provided by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other teacher organizations.

ARTICLE 7

TEACHER WORK YEAR

A. Definition of Work Year

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days.
2. In addition to the one hundred eighty-five (185) days worked by teachers, guidance counselors, and student assistance counselors shall work an additional five (5) days per year for a total of one hundred ninety (190) days.
3. The in-school work year shall include days when pupils are in attendance and other days on which teacher attendance is required. New teacher orientation days shall be in addition to the in-school work year.

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

ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

- A. The in-school workday shall be that time which is necessary for teachers to meet their professional responsibilities to the children, the school, and the community. For the purpose of this ARTICLE, pupil contact shall be defined as that time during which a teacher is regularly scheduled to teach or supervise pupils.
- B. 1. The daily teaching load in the high school shall not exceed five (5) hours per day of pupil contact, consisting of five (5) teaching periods and one (1) duty period. In case of identified need, the administration and the Association shall mutually agree to an assigned sixth teaching period in lieu of a duty period. The high school day shall consist of seven (7) hours and one (1) minute.
2. The daily teaching load in the middle school for teachers shall not exceed five (5) hours per day of pupil contact, consisting of six (6) periods.
3. The teaching load in the elementary schools shall not exceed twenty-four (24) hours and ten (10) minutes of pupil contact per week, excluding a homeroom period of five (5) minutes and the paid duty period.
4. Teachers in Grades 6 through 12 shall not be required to prepare for more than three (3) subject courses each semester. If mutually agreed upon, additional preparations may be assigned. However, a refusal to accept additional preparation periods may result in a reduction of contract time.
- C. 1. Lunch Period
- a. Elementary schools--a daily duty-free lunch period of at least the length of the students' lunch/recess period.
- b. Middle School--a duty-free lunch period at least the length of the students' lunch period but no less than thirty (30) minutes.
- c. High School--a duty-free lunch period at least the length of the students' lunch period.
2. Teachers may leave the building without requesting permission during their scheduled preparation periods but shall inform their supervisor that they are leaving and where they can be reached if practicable.
- D. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings each Monday, excluding the fourth Monday, which shall be designated for Association meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

2. An Association representative may speak to the teachers during any meetings referred to in paragraph 1 above for no more than ten (10) minutes upon the request of the representative.
 3. An administrator may speak to the teachers during any Association building or system-wide meetings for no more than ten (10) minutes upon the request of the administrator.
 4. The notice and purpose for any meeting shall be given to the teachers at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- E. Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:
1. Elementary School--no less than thirty (30) consecutive minutes in any one day after October 1.
 2. Middle School--one (1) period.
 3. High School--one (1) period.
- F. Teachers may call the telephone answering service at any hour but should do so prior to 6 a.m. of the day they shall be unavailable for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.
- G. Full-time classroom teachers in the high school not assigned to a full schedule may be assigned to cover classes during an unassigned period without additional compensation. The teacher's total daily assignment, however, shall not exceed the prevailing department schedule.

Compensation shall be paid according to Schedule B to teachers who:

1. First volunteer wherever applicable or are assigned to cover a class during a scheduled preparation period.
 2. First volunteer wherever applicable or are assigned to double-up his/her class with all or part of another class.
 - a. Payment for doubling up shall apply only if such assignment is for two (2) hours or more but less than the full day.
 - b. If the pupils from a class are divided among two or more teachers, those teachers shall share the half-day or full-day compensation, whichever applies.
- H. In accordance with law, teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to Schedule C.
- I. A joint committee of Board and Association representatives shall be established to review and make recommendations regarding the structure of Extra Pay for Extra Service (EPES) assignments and compensation. (See Schedule C, D.10.)

ARTICLE 9

NON-TEACHING DUTIES

- A. Teachers shall not be required to perform the following nonprofessional duties:
1. Collecting money from students for insurance and photos.
 2. Delivering books to and from classrooms.
 3. Custodial functions.
- B. Duty Assignments--Elementary and Middle Schools
1. Teachers may be assigned to duties during the teacher's lunch/recess period, and not outside the student day, subject to the following:
 - a. Volunteers will be assigned first.
 - b. Then assignments will be made in inverse order of seniority.
 - c. Not more than one involuntary assignment of thirty (30) minutes will be made per week.
 - d. Duties may be in cafeterias and on playgrounds or for construction-related supervision.
 2. Duty pay shall be \$50/hour in all three years of the contract inclusive of five (5) minutes of unpaid passing time each half hour.
 - a. In the Elementary and Middle Schools, the following applies:
 - 1) In 2005-08, there shall be no bus duty before and after school.
 - 2) In 2005-08, there shall be no pupil supervisory duties before and after school.
- C. Activities which have no educational objective shall be discouraged. This shall include, but not be limited to, the collection of funds for:
1. Programs in which all pupils are expected to participate. Such programs should be financed by the Board.
 2. Other programs of such a desirable educational nature that they could be legitimately financed by the Board.
 3. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils.
 4. Activities and charitable purposes beyond any pupil's ability to pay.
- D. Employees' Automobiles Used for School Activities
If requested by an administrator, teaching staff members may voluntarily use their vehicles to transport pupils in accordance with N.J.S.A. 18A:39-20.1. The necessity for a request may be waived in the case of pupil emergencies.

ARTICLE 10

TEACHER EMPLOYMENT

- A. Teachers shall be notified of their employment status for the ensuing year by the date required by law. Teachers shall be notified of their salary status no later than two (2) weeks after the signing of the Agreement between the Association and the Board, the legal notification date, whichever is later.

- B. Experience Credit on Salary Guide
 - 1. Full credit may be given for previous teaching or equivalent professional experience in a duly accredited school or other facility upon initial employment or reemployment after at least one (1) year's interruption, in accordance with the provisions of Schedule A.

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

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

ARTICLE 11

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part thereof.
- B. Each teacher shall be placed on the next step of the salary schedule as of the beginning of the next school year unless the teacher's employment and/or adjustment increments are withheld by the Board of Education. New employees must be employed for ninety (90) workdays in the school year in order to be eligible to move to the next step on the salary guide in September of the next school year.
- C. A teacher's salary shall be adjusted to the appropriate level of the salary guide for an accredited degree and/or accredited academic preparation in September and in February.
- D. Appointments to stipend positions shall be made according to the teacher salary guide and supplemented by the stipends for the period in which they serve in these positions. (See appropriate Schedules.)
- E. Pay Periods
 - 1. Teachers shall be paid in equal semimonthly installments.
 - 2. Teachers may individually elect to have their entire paycheck deposited directly to and in any bank contained on the Federal Direct Deposit List.
 - 3. Credit Union Deductions
 - a. Teachers may individually elect to have a fixed dollar amount of their semimonthly salaries deducted from their pay. The Board shall remit within five (5) business days after each month the total amount deducted to the Mercer County New Jersey Teachers' Federal Credit Union. Authorization forms shall be supplied by the Board.
 - b. By June 1 of each year, authorization forms shall be made available to all teachers, and by June 30 of each year, teachers who wish to participate must file their authorization forms with the Office of Business Administration.
 - c. Teachers employed after June 30, who wish to participate, shall notify the Business Office within fifteen (15) days after the effective date of employment.
 - d. The Board does not assume any responsibility for the funds after the total amount has been forwarded to the credit union.

- e. A teacher may not alter an authorization to deduct the fixed dollar amount during the academic year except to withdraw from the plan. Once a teacher has withdrawn from the plan, deductions may not be reinstated during the same academic year.
 4. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous workday.
 5. Each teacher shall receive his/her final check after (s)he has completed the customary end-of-year routines to the satisfaction of the principal or supervisor. Teachers shall be provided with a pay schedule on or by the first payday of each school year.
- F. Eligibility for payment under the MA+30 Salary Guide shall be determined under the following guidelines:
1. Necessary credits for payment--MA+30.
 2. Courses taken during a current or future master program in excess of the requirements for master's degree, may be applied to the MA+30.
 3. Courses taken after the acquisition of a master's, either on the graduate or undergraduate level, may be applied to the MA+30.
 4. Coursework must be from an accredited college or university. Certain job-related coursework may be determined eligible for payment on approval from the Assistant Superintendent for Human Resources, Public Information, and Community Relations.
 5. All of the courses must be courses which are acceptable in obtaining a teaching, administrative, or supervisory certificate or must be job related and approved by the Assistant Superintendent for Human Resources, Public Information, and Community Relations.
 6. Courses which are required to be taken prior to entering a master's program are not applicable.
 7. In-service programs for which credit is earned from a degree-granting institution are applicable.
 8. Advance approval in writing from the Assistant Superintendent for Human Resources, Public Information, and Community Relations is required as to the applicability of any courses to the MA+30 column.
- G. A teacher who is assigned to work weekends, after the close of the regular in-school year, or during Board-scheduled school holidays or vacations shall be compensated at the following rates:

1. For curriculum development activities, the hourly rate of compensation shall be:

2005-06 \$27.00 **2006-07** \$27.81 **2007-08** \$28.64

2. For teaching in professional development activities and for activities which are extensions of work-year responsibilities, the hourly rate of compensation shall be:

2005-06 \$54.04 **2006-07** \$55.67 **2007-08** \$57.34

3. Teachers working at the district's neighborhood learning centers shall be paid at the hourly head coach rate:

2005-06 \$30.89 **2006-07** \$31.82 **2007-08** \$32.77

4. For professional development and training activities, the hourly rate of compensation shall be:

2005-06 \$40.55 **2006-07** \$41.77 **2007-08** \$43.02

H. Payment at Retirement

1. In order to receive payment for unused sick leave in the calendar year of retirement, teachers shall give written notice of intent to retire not later than November 30 of the year preceding their intended retirement date.
2. For school years 2005 -06 and 2006-07 only, the existing caps listed in H.3 of the article shall be modified as follows: If eight (8) individuals notify the district of their retirement in either year then those eight (8) individuals shall receive an additional \$3,000 to their retirement pay. If nine (9) individuals notify the district of their retirements in either year, then those nine (9) individuals shall receive an additional \$4,000 to their retirement pay. If ten (10) or more individuals notify the district of their retirements in either year, then those ten (10) or more individuals shall receive an additional \$5,000 to their retirement pay.
3. Upon retirement at the end of the school year, the retiree shall be paid for 100 percent of the unused accumulated sick-leave days to a maximum of \$10,000 at the per diem rate of \$95. Teachers whose entitlement exceeded \$10,000 on June 30, 1993, shall be capped at the amount earned by June 30, 1993.
4. For employees who retire during a school year, for purpose of calculating the payment, the unused sick leave from the days accumulated during that year shall be prorated on the basis of 1.2 days per month worked at the rate of the previous year.

I. Criteria Used to Establish Longevity Eligibility

1. Employees who have completed fifteen (15) years of service in the district will move to step L1. Employees who have completed twenty (20) years of service in the district will move to step L2. Employees who have completed twenty-five (25) years of service in the district will move to step L3. Employees with fifteen or more years of service not in the district shall remain at Step 15 until completing 15 years in the district at which time the employee shall move to step L1.
2. District service under any other unit affiliation is not credited toward longevity, with one exception. Members of the PREA who were appointed by the Board to fill an administrative vacancy within the district and subsequently returned to the PREA unit without a break in service shall have the time spent in the administrative position counted toward PREA longevity.
3. Partial years of district service shall count as a full year of longevity.
4. Military Service
 - a. Years spent in military service prior to employment do not count toward longevity.
 - b. Employees who were drafted into military service from the classroom and returned to the classroom immediately following the conclusion of their military service shall have the period of military service counted toward longevity.
5. Leaves of Absence
 - a. Board-approved unpaid leaves to serve in the Peace Corps or VISTA shall count as a year of service for longevity purposes.
 - b. A Board-approved, full-year, unpaid leave for any purpose does not count toward longevity but does not interrupt continuous service.
 - c. Paid sabbatical leaves are counted as district service for longevity purposes.
6. Service prior to a resignation and subsequent return to the district shall not count toward longevity.
7. For the purpose of calculating longevity payment, the percentage of contract in force at the time of entitlement shall equal the percentage of salary paid at the appropriate longevity step.

ARTICLE 12

TEACHER ASSIGNMENT

A. Assignment and Schedule

1. For the following administrative purposes, teachers who have assigned duties in more than one (1) building shall have one (1) building designated by the Superintendent to:
 - a. Receive paychecks.
 - b. Attend Back-to-School nights.
 - c. Attend building faculty meetings.
2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate listed below for all driving done on Board business after arrival at the first location at the beginning of the workday, provided, however, that if the distance between the teacher's home to the first school is greater than the distance between the teacher's home and the base school(s), (s)he shall be reimbursed for the difference at the rate consistent with the IRS guideline in effect on July 1 of each contract year. (See Article 9, Section D.)

B. Notice and Notification

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

ARTICLE 13

PROMOTIONS, VACANCIES, AND NEW POSITIONS

- A. Any certified position vacated or created shall be considered open, and a list of such positions shall be made available to all teachers prior to filling them.
1. Vacated positions are those positions open due to resignation, retirement, death, or leave of absence.
 2. Created positions are those which increase the teaching staff within a building or deal with a subject not previously taught. This definition shall not be construed to apply to contract adjustments for part-time staff members.
- B. Open positions shall be publicized by the Superintendent in accordance with the following procedure:
1. When school is in session, notices shall be posted in each building office and lounge and shall be sent to the Association President, Building Representative, and subject area supervisor. Ordinarily, they shall be distributed at least twenty (20) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date, except in case of emergency.
 2. During the summer period when school is not regularly in session, all teachers who have indicated a desire to be notified of open positions shall be notified by mail. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than seven (7) days before, unless sufficient time is not available because of the opening of school. Compliance with this provision shall be deemed to constitute complete and adequate notice.
 3. The notification shall set forth the qualifications for the position, certificate requirements, its duties, the rate of compensation, and the supervisor. Job notices posted in each building shall have a job description attached.
- C. All qualified teachers shall be given the opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

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

ARTICLE 14

TRANSFERS AND REASSIGNMENTS

A. Section I--Transfers

1. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent with a copy to the Assistant Superintendent for Human Resources, Public Information, and Community Relations not later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which (s)he desires to be transferred, in order of preference.
2. In the event of involuntary transfer, teachers may request from a list of open positions, in order of preference, the positions to which they desire to be transferred.
3. A transfer shall be made only after consultation between the teacher involved and the appropriate administrator, at which time the reasons therefore shall be discussed. At the teacher's option, a PREA representative may be included in this consultation.
4. On or about May 30, the Superintendent shall notify the Association regarding the names of all teachers who have been transferred up to that date. From June 1 until the opening of school, the Board shall send to the President of the Association a copy of each notice of transfer sent by the Human Resources Office.

B. Section II--Reassignments

1. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Assistant Superintendent for Human Resources, Public Information, and Community Relations not later than April 1. Such statements shall include the grade and/or subject to which the teacher desires to be reassigned, in order of preference.
2. An involuntary reassignment shall be made only after consultation between the teacher involved and the appropriate administrator, at which time the reasons therefore shall be discussed. At the teacher's option, a PREA representative may be included in this consultation.
3. On or about May 30, the Superintendent shall notify the Association regarding the names of all teachers who have been reassigned up to that date. From June 1 to the opening of school, the Board shall send to the President of the Association a copy of each notice of reassignment sent by the Human Resources Office.

ARTICLE 15

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address, audio systems, and similar devices shall be with the full knowledge of the teacher before such use.
2. A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluators within a reasonable time before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior knowledge of the teacher. An attached form shall be available for teacher response. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. A teacher shall have the right, upon request, to review the contents of his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the file which (s)he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, and if, in his/her judgment, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. A teacher shall be notified whenever any derogatory material is to be placed in the official personnel file established in the Human Resources Office. Such material shall be signed by the teacher before it is placed in the official file or before it is used in any formal proceeding against him/her. It is expressly understood that such signature in no way indicates agreement with the contents of the material. If, after two written notices, the employee has not responded, the document may be placed in the file without the teacher's signature with copies of the prior notices attached. The teacher shall also have the right to submit a written answer to such material which shall be attached to the file copy of the original material.
3. The Board or any of its administrators or supervisors shall not establish any separate personnel file which is not available for teacher's inspection.
4. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

C. Evaluation of Teachers

1. Prior to any annual evaluation report, the immediate supervisor of a non-tenured teacher shall have had an appropriate communication, including but not limited to all steps in Section 2 below, with the teacher regarding performance as a teacher.

2. Supervisory reports shall be presented to the teachers by the principal or counterpart supervisor in accordance with procedures consistent with New Jersey Administrators' Code (N.J.A.C.), Title 6, Education, Sections 6:3-4.1 for non-tenured staff and 6:3-4.3 for tenured staff.
- D. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance. Former staff shall be notified whenever possible of documents, correspondence, and/or other materials placed in the personnel file.

ARTICLE 16

COMPLAINT PROCEDURE

The Board and the Association agree that when a community member questions a practice or decision made by a teacher, the most appropriate and constructive way to begin to deal with the question is to bring it to the attention of the teacher. Accordingly, any comments concerning the quality of performance of a teacher made to any member of the Administration by any parent, student, or other person shall be processed according to the procedure outlined below. The principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the request. The principal or supervisor shall provide the employee with a written statement of the complaint, signed by both the principal or supervisor and the complainant, and they shall attempt to resolve the matter informally. If the matter cannot be resolved informally, the complaint procedure listed in Steps 1-4 below shall be followed. The teacher shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

Step 1

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

Step 2

Any complaint unresolved under Step 1 shall be reviewed by the Superintendent, who shall confer with all parties in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

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

Step 4

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

ARTICLE 17

RENEWAL OF NON-TENURED TEACHERS

A. Procedure on Recommendation of Non-renewal

1. Recommendation by Supervisor

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

2. Recommendation by Superintendent

The Superintendent shall only recommend the renewals of employment of employees on the Board agenda. Non-renewals shall be left off the Board agenda. The Superintendent shall, upon written request from a teacher who is not being renewed, afford him/her an opportunity to meet informally with the Superintendent to discuss the decision.

B. Board Action

On or before the date required by law each year:

1. Offer of Employment or Notice of Termination

The Board shall give to each non-tenured teacher continuously employed by it since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

2. Statement of Reasons

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

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

3. Informal Appearance Before the Board

- a. A non-tenured teacher who has requested a statement of reasons for non-employment may make a request in writing, within ten (10) days of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within thirty (30) days after receipt of a request, the Board or a Board committee shall meet with the teacher.
- c. The purpose of granting an informal appearance before the Board to the non-tenured teacher is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversary proceeding.
- e. The teacher may be represented by counsel or an individual of his/her own choice before the Board and may present witnesses on his/her behalf.
- f. The informal appearance shall be closed to the public. However, upon the request of an individual teacher, his/her appearance shall be open to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the teacher in writing within twenty (20) days following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the teacher shall notify the Board on or before May 30 of that year whether (s)he desires to accept such offer. If the teacher does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

ARTICLE 18

TEACHER FACILITIES

- A. The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make available, if practicable, in each school the following facilities:
1. A faculty room and/or work-study room and/or dining area for the teachers. They shall be regularly cleaned by the school's custodial staff.
 2. Space in each classroom in which teachers may store instructional materials and supplies.
 3. Equipment and supplies to aid in the preparation of instructional materials.
 4. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
 5. A communication system so that teachers can communicate with the main building office from their classrooms.
 6. A clean rest room separate from the students' rest rooms.
 7. Off-street paved parking facilities properly maintained, lighted, and identified exclusively for staff use.
 8. Lockable closet space for each teacher's personal use.
 9. Chalkboard space at every teaching station.
 10. Books, paper, pencils, chalk, chalkboard erasers, and other such material as required by Administration in daily teaching responsibility.
 11. A private telephone in each faculty lounge or other appropriate location for the exclusive use of staff.
- C. Teachers shall have access to their classrooms and teacher-work areas during all hours when the custodial force is on duty.

ARTICLE 19

TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each school building which shall meet with the principal once each month for the duration of the school year to review and discuss local school problems and practices. Said committee shall consist of all elected building Association representatives.

- B. The Association representatives shall meet with the Superintendent periodically during the school year to review and discuss current school problems, practices, and the administration of this Agreement.

ARTICLE 20

SICK LEAVE

- A. All teachers continuously employed shall be entitled to twelve (12) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. All new hires, effective July 1, 2005, will receive ten (10) sick days per school year during their first three (3) years of employment. Beginning with the fourth year of employment, these individuals will be entitled to twelve (12) sick leave days each year.
- B. Teachers hired to begin work after the first day of school shall be entitled to one point two (1.2) days' sick leave for each full month remaining in the school year. The entire amount of sick leave creditable on this basis shall be available to the employee as of his/her first day of scheduled employment. The terms of this paragraph shall also apply to teachers who return from an unpaid leave of absence after the first day of school and who did not work at any time during that academic year.
- C. Unused sick-leave days shall be accumulated from year to year, with no maximum limit. Teachers shall be notified in September of their total accumulated sick-leave days.
- D. Pursuant to N.J.S.A. 18A:30-4, in case of sick leave being claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.
- E. Pursuant to N.J.S.A. 18A:16-2, the Board at its expense may require an employee to undergo a physical examination.
- F. In exceptional cases and at the sole discretion of the Board of Education, an employee who is ill or disabled for a greater number of days than the total number of sick-leave days that (s)he has accumulated may be paid the difference between his/her salary and the pay of a substitute. When granted in an individual case, this additional sick leave with pay shall start the day following the last day of accumulated sick leave, but shall in no event extend beyond June 30 of the school year in which the illness or injury occurs.

NOTE: See ARTICLE 11 concerning pay for accumulated sick leave at retirement.

ARTICLE 21

TEMPORARY LEAVES OF ABSENCE

- A. 1. Teachers shall be entitled to a maximum of three (3) days' leave of absence with pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for request. Application for such personal business leave must be submitted in writing at least one (1) week in advance, except in the event of an emergency.
2. Effective July 1, 1990, unused personal days may be accumulated for purposes of retirement reimbursement only, to be paid in the same manner as accumulated sick days to a maximum of ten (10).
- B. Teachers shall be granted the following leaves according to the provisions noted below:
1. In the event of death in the teacher's immediate family, the teacher shall be granted time off without loss of pay up to a maximum of five (5) consecutive workdays, one (1) of which shall be either the day of death or the day of the funeral within ten (10) calendar days of the death. Immediate family is defined as husband, wife, father, mother, son, daughter, husband's parents, wife's parents, siblings, and a significant other sharing common domicile.
2. When individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) days.
3. One (1) day's leave of absence without loss of pay shall be granted upon request to attend the funeral of a relative or a close friend who is not a member of the immediate family.
4. Five (5) days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family as defined in B.1. who is ill.
5. Three (3) days' leave of absence may be granted to a father to provide family care upon the birth of a baby.
- C. Leaves to visit other schools or to attend meetings or conferences of an educational nature may be granted without loss of pay upon the approval of the Board of Education or its designee.
- D. The following leaves may be granted without loss of pay upon the approval of the Board of Education or its designee:

1. Time at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or travel to the place where such classes are to be held.

 2. Up to five (5) days for the purpose of marriage and honeymoon or up to two (2) days for the purpose of attending the marriage of a member of the immediate family.
- E. Other leaves of absence without loss of pay may be granted for good reason by the Board of Education or its designee.

ARTICLE 22

MILITARY LEAVES

- A. Brief leaves of absence with pay shall be granted annually to personnel required to perform short periods of annual military duty, pursuant to Section 38:23-1 of the New Jersey Statutes. A copy of the military orders shall be filed with the Secretary to the Board.
- B. Leave of absence for military duty for an extended period of time without pay shall be granted upon request and upon filing a copy of the military orders with the Secretary to the Board. An extended leave must be renewed annually if it extends beyond the end of one school year. An extended period is defined as any period longer than ninety (90) days.
- C. Upon return from leave granted pursuant to paragraphs A and B of this ARTICLE, a teacher shall be considered as if (s)he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level (s)he would have achieved if (s)he had not been on leave.

ARTICLE 23

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

A. Temporary Disability

1. Leave for temporary disability is defined as the period of time a teacher is unable to perform duties due to a physical disability. During said period of disability, the affected teacher may elect to use accumulated sick leave for any or all of the period.
2. The duration of leaves for temporary disability shall be granted on a case-by-case basis.
3. During the period of medically certified temporary disability leave, an employee shall receive fringe benefits.

B. Pregnancy Leave

1. Leave for temporary disability related to pregnancy shall be granted, subject to the following conditions:
 - a. The teacher shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation, but in no case later than the commencement of the seventh month.
 - b. Upon request, the teacher shall provide a physician's statement confirming the pregnancy and anticipated date of birth.
 - c. Said leave shall be granted prior to the anticipated date of birth and shall continue for a reasonable period of time to a specific date following the birth.
2. No employee shall be barred from returning to duty after birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. A statement from her physician stating that she is physically able to return to duty may be required by the Board.
3. An employee's return date of employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related cause. If the requested extension of the return date is for other than the September opening or the beginning of second semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility. Where supported by medical evidence, the employee may elect to use accumulated sick leave and receive pay and economic benefits.

C. Child-Rearing/Adoption Leave

1. Child-rearing/adoption leave is leave without pay for either male or female employees providing child care.
2. Said leave shall commence upon the termination of a temporary disability leave related to pregnancy or upon receiving *de facto* custody of an infant or preschool child. The employee shall advise the Superintendent as soon as practicable prior to assuming the custody of the child.
 - a. Exact dates of the leave shall be arranged, if possible, to coincide with the end of the semester. However, the parties may arrange other mutually acceptable leave dates.
 - b. An employee's return date of employment shall be extended for a reasonable period of time at his/her request for reasons associated with the needs of the child. If the requested extension of return date is for other than the September opening or the beginning of the second semester, the parties may adjust the date in consideration of administrative feasibility.
 - c. Time spent on child-rearing/adoption leave shall not count toward the fulfillment of the time requirements for acquiring tenure nor advanced placement on the salary guide.
 - d. Said leave of absence granted to a non-tenured teacher may not be extended beyond the end of the contract school year in which the leave is obtained.

D. Additional Leaves

1. The following leaves may be granted without pay upon recommendation of the Superintendent and approval of the Board:
 - a. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright scholarship.
 - b. A teacher with tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university, private school, or other public school district.
 - c. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
2. Other leaves of absence without pay may be granted by the Board for good reason.

E. Return From Leave

1. A teacher shall receive credit for salary guide placement for time spent on leaves granted pursuant to paragraphs D.1.a. and D.1.b. of this ARTICLE. No credit

shall be granted for time spent on all other leaves taken pursuant to this ARTICLE.

2. Unused accumulated sick leave shall be restored to the teacher upon return.

F. Leave Application

All applications and responses for leaves shall be presented in writing on forms provided.

G. Notification

In connection with all leaves taken pursuant to this ARTICLE, on or before March 1 of the school year in which the employee desires to return from said leave, the employee shall indicate to the Board, in writing, that (s)he intends to return the following September. Failure to so notify the Board shall be deemed to be a waiver by the employee of his/her right to return from leave that year. Said leave shall then be extended an additional year but in no case shall the total leave exceed two (2) years.

ARTICLE 24

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

Tuition Reimbursement

The benefits of this ARTICLE are payable at the contractual percentage worked by the staff member seeking reimbursement (e.g., a 50% contract is eligible for up to \$500 of the \$1,000 allotment).

- A. The purpose of tuition reimbursement is to improve the instructional program. The Board shall reimburse up to \$1,000 per person per contract year for any course completed at an accredited college.

To be eligible, courses must be part of a program which is directly applicable to positions represented by the bargaining unit or applicable to the field of education and other courses directly related to the teacher's current area of assignment, subject to the discretion of the Superintendent. All courses must be submitted for prior approval, and to be reimbursed, the teacher must submit evidence upon completion of a grade of C or above, or pass (if pass-fail), whichever is applicable.

- B. In addition, a teacher may take any college-level course(s) from an accredited institution or non-degree courses approved by the Assistant Superintendent for Human Resources, Public Information, and Community Relations for up to a maximum of \$1,000 in tuition reimbursement per teacher per contract year by a method to be agreed upon by the Board and the Association in accordance with district procedures. To be reimbursed, a teacher must receive prior approval from the Assistant Superintendent for Human Resources, Public Information, and Community Relations for the cost of tuition only, not associated fees. Reimbursement requires a grade of C or better or evidence of successful completion of the course(s).
- C. The total maximum Board expenditure shall not exceed \$40,000 in each year of the contract.

ARTICLE 25

PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

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

ARTICLE 26

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

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

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

ARTICLE 27

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee and his/her eligible dependent(s), as defined in Section B.
- B. 1. Health and major medical coverage shall continue to be provided through a traditional indemnity program and a selection of health maintenance organizations (HMOs). Prescription drug coverage shall be provided through Advance PCS.
- a. Employees working a minimum of twenty (20) hours or a fifty percent (50%) contract shall be offered Board-paid health and prescription coverage for employee and dependents, except as provided in Section B.1.b. Pursuant to Board policy, coverage for domestic partners becomes effective July 1, 1996. Each teacher shall select the appropriate rate groups according to his/her family/marital/domestic partner status.
 - b. Effective 2003-04, the Board agrees to pay the full cost of single coverage plus 50% of the cost of dependent coverage for non-tenured employees selecting such coverage and in a plan selected by the non-tenured employee from Blue Select, Blue Choice, or HMO Blue.

Employees hired on or after July 1, 1993, who choose dependent coverage shall be required to pay the additional premium for dependent coverage for the first three (3) years of initial employment.

New employees must limit their selection of health insurance plans to one of the following: Blue Select, Blue Choice, or HMO Blue. After the first three (3) years of employment, the teacher may select from all insurance plans offered to tenured teachers.

- c. The prescription drug co-payment for 2005-06 shall be \$0--Mail Order; \$10--Generic; \$15--Name Brand. For 2006-08 the prescription drug co-payment shall be 1 times retail (\$10)--Mail Order; \$10 --Generic; \$15--Name Brand. The prescription drug co-payment may not be used toward satisfying the annual deductible and is not eligible for coinsurance.
- d. Each tenured teacher shall pay for one (1) month's premium per annum of the actual cost of his/her respective medical insurance coverage for that year. All non-tenured teachers on the first three steps of the salary guide are exempt for contributing one month's premium per year toward the cost of a single coverage except those employees hired on or above Step 4 of the Salary Guide. The teacher's share of the premium payment shall be deducted from each paycheck commencing with the first paycheck in the school year.

To the extent permitted under Internal Revenue Code and applicable regulations, the employee's portion of the health insurance payment shall be paid with pretax dollars.

The Board agrees to limit any increase in the employee contribution toward insurance coverage to 10% above the amount employees paid in the previous year with the Board paying for any premium increase beyond 10%. For purposes of this cost containment paragraph, the annual premium for Year 1 of the Agreement shall be the premium per annum in effect on June 1, 2005.

2. The Board shall have the right, after notification to and consultation with the Association, to change insurance carriers so long as the same or substantially similar or increased benefits are provided.
- C. 1. The Board agrees to pay the maximum of \$500, per individual teacher, for an individual dental program. All teachers have the option to purchase dependent dental coverage. The Board agrees to pay for dental coverage for the employee plus one dependent in 2005-08.
2. If the dental premium with the existing carrier exceeds the amount stated in C.1. by 3% per employee per year for the duration of the contract, the Board and the Association shall jointly seek a new carrier that can offer the same coverage for the stated amount.
- D. It shall be each employee's responsibility to enroll in and revise the medical program coverage in accordance with the needs of his/her family.
- E. 1. Employees who retire shall have the privilege of being covered under Major Medical Contract upon payment of the appropriate premium.
2. Employees who retire after July 1, 2005, shall not have the option of prescription-only coverage.
 3. Retirees:
 - a. Employees who retire after June 30, 2005, and have 20 years of service in the Princeton Regional School District shall be able to purchase coverage at the time of retirement, with the following exceptions:
 - 1) Employees eligible for State Health Benefits Package must secure insurance through State Health Benefits Package.
 - 2) Employees over the age of 65 must secure insurance through Medicare, Medicaid, and/or a Medicare supplement.
- F. Individuals on leave without pay have the privilege of being covered under the group on payment of the appropriate premiums.

In the event the participation in the existing plan with any carrier other than a Blue Cross/Blue Shield falls below 10 participants, then this plan shall be eliminated. Affected employees must select another health plan option.

- G. A tenured teacher whose employment has been terminated because of a reduction in force shall continue to be protected under the terms of the ARTICLE for a period of three (3) months after termination or until (s)he obtains employment, whichever comes first.
- H. Employee can opt out of major medical insurance with a \$1,500 reimbursement per annum, prescription drug coverage with a \$400 reimbursement and dental insurance with a \$100 reimbursement, but can reenter during any open enrollment period.
- I. Cost containment committee. A Health Advisory Committee consisting of representatives of PREA and Princeton Regional School District shall be established. The Committee's charge shall be to investigate cost containment measures. This Committee shall prepare annual recommendation(s) aimed at insurance cost containment.

ARTICLE 28

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern of the Board except as required by law.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher, providing said activities do not violate any local, state, or federal law.

ARTICLE 29

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

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

ARTICLE 30

DUES DEDUCTION AND AGENCY SHOP

A. Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Princeton Regional Education Association, the Mercer County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e as amended and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Princeton Regional Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board in writing, prior to August 1, the current rate of membership dues.
3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Business Administrator during the month following the filing of such card with the Board.
4. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Business Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

B. Agency Shop

1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the union and transmit the fee to the majority representative in compliance with N.J.S.A. 34:13A-5.5 as amended.
2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.
3. The fair share fee for services rendered by the Association shall be a percentage of the regular membership dues, fees, and assessments as determined by the New Jersey Education Association.
4. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal

procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

C. Save Harmless Clause

The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE 31

SEPARABILITY AND SAVINGS

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

ARTICLE 32

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that the policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, ancestry, physical disability, or lifestyle.
- B. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. The Association and the Board shall be responsible for acquainting their members with the provisions of this Agreement and shall be responsible insofar as is legally possible for the adherence to the terms of this Agreement by their members during the life of this Agreement.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- E. Copies of this Agreement shall be printed. The expense for printing five hundred (500) copies for distribution to teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon. This Agreement shall be presented to all teachers employed by the Board.
- F. Children of Staff Members
 - 1. Nonresident employees: Effective September 1, 2003, employees shall pay \$1,500 per child, per year, for their nonresident child(ren) to attend the Princeton Regional Schools. Nonresident employees shall also pay any costs above regular education tuition including, but not limited to, special education costs.
 - a. A child enrolled pursuant to this ARTICLE shall be permitted to despite the subsequent death of a staff member parent.
 - b. Staff children may be admitted within thirty (30) days of the staff member's hire date of any September 1 or any February 1.
 - c. Payment for services over and above the cost of regular education shall commence ninety (90) calendar days from the date those services begin or on the first day of the next school year, whichever comes first.

- d. Children of terminated or terminating employees may attend until the end of the semester or the end of the academic year, whichever comes first.
2. Children of staff members hired on or before June 30, 1996, shall be permitted to attend the Princeton Regional Schools, tuition-free until June 30, 2003, in all grades subject to the conditions outlined below:
 - a. A child enrolled pursuant to this ARTICLE shall be permitted to continue to attend despite the subsequent death of a staff member parent.
 - b. Staff children may be admitted within thirty (30) days of the staff member's hire date or any September 1 or any February 1.
 - c. Children of terminated or terminating employees may attend until the end of the semester or the end of the academic year, whichever comes first.
- G. Children of staff members who are RIF'd shall be permitted to attend until the next year or until such time as the staff member is removed from the preferred eligibility list.
- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses, or hand delivery (with receipt):
1. If by the Association, to the Secretary to the Board at the Valley Road Building, 25 Valley Road, Princeton, New Jersey 08540.
 2. If by the Board, to the Association at the home address of the Association President, or delivery to the individual.
- I. Requests for personal information shall be referred to the teacher in question for action.
- J. The teacher shall maintain the responsibility to determine student evaluation. Should the Board or the Superintendent determine that a student's grade be changed, the teacher shall be notified immediately and apprised of the reasons for that change.

ARTICLE 33

FULLY BARGAINED PROVISIONS

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

ARTICLE 34

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008. It shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- B. In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**PRINCETON REGIONAL EDUCATION
ASSOCIATION**

**BOARD OF EDUCATION OF THE
PRINCETON REGIONAL SCHOOL
DISTRICT**

President

President

President

Secretary

President

Secretary

SCHEDULE A

SALARY GUIDES

2005-06	Step	BA	MA	MA+30	Doc
	1	44,077	47,647	50,688	52,539
	2	44,261	47,846	50,900	52,759
	3	44,761	48,386	51,475	53,355
	4	45,261	48,927	52,050	53,951
	5	47,358	51,193	54,461	56,450
	6	49,637	53,657	57,082	59,167
	7	51,998	56,209	59,797	61,981
	8	54,506	58,920	62,681	64,971
	9	57,137	61,765	65,707	68,107
	10	59,898	64,749	68,882	71,398
	11	62,794	67,880	72,213	74,850
	12	65,863	71,197	75,742	78,508
	13	69,051	74,644	79,408	82,308
	14	72,603	78,483	83,493	86,542
*	15 (15+ out)	76,466	82,660	87,936	91,147
*	L1 (15 in)	77,613	83,900	89,255	92,515
*	L2 (20 in)	78,777	85,158	90,594	93,902
*	L3 (25 in)	79,959	86,436	91,953	95,311

2006-07	Step	BA	MA	MA+30	Doc
	1	45,066	48,717	51,826	53,719
	2	45,483	49,167	52,305	54,215
	3	45,914	49,633	52,801	54,730
	4	46,414	50,174	53,376	55,326
	5	48,487	52,415	55,760	57,797
	6	50,766	54,878	58,381	60,513
	7	53,138	57,442	61,109	63,341
	8	55,646	60,154	63,993	66,330
	9	58,277	62,998	67,019	69,466
	10	61,038	65,982	70,194	72,758
	11	63,934	69,113	73,524	76,210
	12	66,992	72,419	77,041	79,855
	13	70,344	76,042	80,896	83,850
	14	73,996	79,990	85,096	88,203
*	15 (15+ out)	77,969	84,284	89,664	92,939
*	L1 (15 in)	79,139	85,549	91,010	94,334
*	L2 (20 in)	80,326	86,832	92,375	95,749
*	L3 (25 in)	81,531	88,135	93,761	97,185

*For explanation of longevity steps, see Article 11- I.1

2007-08	Step	BA	MA	MA+30	Doc
	1	47,069	50,882	54,130	56,106
	2	47,538	51,389	54,669	56,666
	3	48,007	51,896	55,208	57,225
	4	48,268	52,178	55,508	57,536
	5	49,667	53,690	57,117	59,203
	6	51,946	56,154	59,738	61,920
	7	54,317	58,717	62,465	64,746
	8	56,825	61,428	65,349	67,736
	9	59,456	64,272	68,375	70,872
	10	62,249	67,291	71,587	74,201
	11	65,145	70,422	74,917	77,653
	12	68,204	73,729	78,435	81,299
	13	71,709	77,518	82,466	85,477
	14	75,493	81,608	86,817	89,988
*	15 (15+ out)	79,472	85,909	91,393	94,731
*	L1 (15 in)	80,664	87,198	92,764	96,151
*	L2 (20 in)	81,874	88,506	94,155	97,594
*	L3 (25 in)	83,102	89,833	95,567	99,058

*For explanation of longevity steps, see Article 11 - I.1

SCHEDULE B
STIPENDS

	2005-06	2006-07	2007-08
Administrative Interns--Elementary Internship/One Semester	\$1,326	\$1,365	\$1,406
Audiovisual Assistants			
Elementary	\$2,646	\$2,725	\$2,807
Middle School	\$2,998	\$3,088	\$3,181
High School	\$3,151	\$3,245	\$3,343
Coordinators			
K-5 Curriculum Team Leaders	\$3,151	\$3,245	\$3,343
Science/Math/Social Studies			
Language Arts/Reading			
Mentor Coordinators	\$3,151	\$3,245	\$3,343
Mentor Trainers	\$3,151	\$3,245	\$3,343
K-12 Nurses	\$3,151	\$3,245	\$3,343
High School--Compensatory Education	\$3,151	\$3,245	\$3,343
High School--Computer Center	\$3,151	\$3,245	\$3,343
High School--Subject Area	\$4,118	\$4,235	\$4,362
Middle School--Subject Area	\$3,151	\$3,245	\$3,343
After-School/Summer Programs	\$4,118	\$4,235	\$4,362
Child Study Team			
October 1 Student Enrollment			
0-400	\$3,527	\$3,633	\$3,742
400-800	\$5,114	\$5,267	\$5,425
800+	\$6,926	\$7,133	\$7,347
After/Before School Responsibilities			
Nurse/Media Specialist	\$4,056	\$4,178	\$4,303
Instructional Support Coordinator, Management Information Specialist, Peer Leadership	\$30.89	\$31.82	\$32.77
For curriculum development activities	\$27.00	\$27.81	\$28.64
For teaching in professional development and for extension of work year	\$54.04	\$55.67	\$57.34
Teachers working in district's neighborhood learning centers	\$30.89	\$31.82	\$32.77
Professional Development/Training Activities	\$40.55	\$41.77	\$43.02
Class Coverage			
Prep period	\$32.48	\$33.45	\$34.45
Half Day	\$81.22	\$83.65	\$86.16

SCHEDULE C**EXTRA PAY FOR EXTRA SERVICES**

- A. Teachers shall be paid for extra services.
- B. The Board and the Association agree that the staff involved in EPES activities should take a professional view of the activities and conduct them in a manner to best serve the students, the school, and the community.
- C. Criteria to Determine Eligibility for EPES
1. Activities classified as interscholastic athletics.
 2. Co-curricular or extracurricular activities taking place after the close of school.
- D. Special Provisions
1. EPES positions shall receive pay for full service.
 2. EPES assignments shall not reduce the regular or normal teaching load of a teacher.
 3. The grievance procedure may be initiated to resolve issues related to the administration of this schedule.
 4. Contracts shall be issued for each activity and shall specify the number of hours for the activity.
 5. Contracts shall include the title of the evaluator.
 6. Evaluation shall take place within four (4) weeks after the close of the activity.
 7. Advertisement of open EPES positions shall include a brief job description and the salary amount.
 8. In screening candidates for positions, Princeton Regional School District employees shall have the first refusal.
 9. Job descriptions shall be prepared for each category of EPES positions.
 10. The Board and the Association shall form a committee to jointly review EPES criteria and stipends. (See Article 8, Section I.)
- E. Additional activities may be added upon request, subject to administration approval and the negotiation of the stipend.

F. Evaluation of the Co-curricular Program

1. The evaluation shall be conducted by at least two (2) evaluators, whenever possible, and shall include a self-evaluation.
2. The evaluators shall be those in a supervisory capacity connected with the activity. To illustrate: a head coach and the director of athletics evaluate the assistant coach in an activity. The director of athletics and the principal evaluate the head coach. The dramatics director and the English department head evaluate the assistant directors in dramatics.
3. If a teacher being evaluated is considered unsatisfactory in the activity, the activity, a conference shall be held between the teacher and the evaluators to determine the corrective procedures that should be instituted. If these procedures are not instituted within ten (10) days, the evaluators may recommend to the principal that the teacher be replaced in the activity. Principals shall prepare the final evaluation for reappointment and the personnel file.
4. Evaluation shall follow the appropriate procedures and format.

G. Stipends shall be increased by the percentage increase provided under the agreement for each of the three years.

H. Calculation of Non-Athletic Stipends

1. The current structure for non-athletic EPES shall be continued with the hourly compensations listed below.

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Assistant Advisor	\$20.51	\$21.12	\$21.76
Associate Advisor	\$26.76	\$27.56	\$28.39
Head Advisor	\$30.89	\$31.82	\$32.77

I. Calculations of Middle School Athletic Stipends

1. The structure for Middle School Athletics EPES shall be the number of hours (104) times the hourly compensation listed below, with the exception of co-ed tennis which shall be compensated at 40 hours.

2005-2006	\$26.76
2006-2007	\$27.56
2007-2008	\$28.39

J. Calculations of High School Athletic Stipends

1. Stipends for each coaching position for 2005-06 are listed below:

1 Cheerleading	2,885
1 Cross Country - Boys	4,799
1 Cross Country - Girls	4,799
1 Field Hockey - Head	7,263
1 Field Hockey - Asst.	4,299
1 Field Hockey - Asst.	4,299
1 Field Hockey - Asst	4,299
1 Football - Head	10,161
1 Football - Asst.	6,785
1 Soccer - Boys - Head	7,263
1 Soccer - Boys- Asst.	4,299
1 Soccer - Boys- Asst.	4,299
1 Soccer - Boys- Asst.	4,299
1 Soccer - Girls - Head	7,263
1 Soccer - Girls - Asst.	4,299
1 Soccer - Girls - Asst.	4,299
1 Tennis - Girls - Head	6,155
1 Tennis - Girls - Asst.	4,117
1 Basketball - Boys - Head	8,496
1 Basketball - Boys - Asst.	5,764
1 Basketball - Boys - Asst.	5,764
1 Basketball - Girls - Head	8,496
1 Basketball - Girls - Asst.	5,764
1 Basketball - Girls - Asst.	5,764
1 Ice Hockey - Boys - Head	5,625
1 Ice Hockey - Boys - Asst.	4,098
1 Ice Hockey - Girls - Head	5,625
1 Ice Hockey - Girls - Asst.	4,098
1 Swimming - Boys & Girls - Head	6,339
1 Swimming - Boys & Girls - Asst.	4,235
1 Winter Track - Boys	5,980
1 Winter Track - Girls	5,980
1 Wrestling - Head	8,192
1 Wrestling - Asst.	5,471
1 Baseball - Head	6,643
1 Baseball - Asst.	4,361
1 Baseball - Asst.	4,361
1 Golf - Head	4,641
1 Golf - Asst.	3,086
1 Lacrosse - Boys - Head	7,263
1 Lacrosse - Boys - Asst.	4,268
1 Lacrosse – Boys - Asst.	4,268
1 Lacrosse - Girls - Head	7,263

1 Lacrosse - Girls - Asst.	4,268
1 Lacrosse - Girls - Asst.	4,268
1 Softball - Head	6,643
1 Softball - Asst.	4,361
1 Softball - Asst.	4,361
1 Tennis - Boys - Head	6,124
1 Tennis - Boys - Asst.	4,097
1 Spring Track - Boys Head	7,138
1 Spring Track - Boys - Asst.	4,744
1 Spring Track-Boys Associate	6,169
1 Spring Track - Girls Head	7,138
1 Spring Track - Girls Asst.	4,744

2. In each remaining year of the contract (2006-07 and 2007-08) the total budgeted for all salaries listed in J.1 shall be increased by 3% annually.
3. The creation of any additional coaching positions or increase in hours or responsibilities of current positions, beyond those listed in J.1 shall be compensated with additional money, to be determined by agreement between the Association and Administration.
4. The EPES District sub-committee will review, revise and determine the stipend for each High School athletic coaching position for 2006-07 and 2007-08, consistent with a factors-based approach (consistent with Article 8, Section I).

K. New Positions

1. For new positions (athletic and non-athletic) the principal or supervisor shall inform the Superintendent and the Association of the duties, expected participation, and other data concerning the position in sufficient detail to accurately establish the number of hours.
2. Upon Board and Association approval, the stipend shall be incorporated as part of Schedule C in the Agreement.

L. Stipend Review

1. Any changes not covered by paragraph J.4. above shall be agreed upon by the Administration and the Association.

APPENDIX A

MISCELLANEOUS INFORMATION

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

A. Insurance Information Notes

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