

AGREEMENT

between

NEW PROVIDENCE BOARD OF EDUCATION

and

NEW PROVIDENCE EDUCATION ASSOCIATION

JULY 1, 2005 through JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT is entered into this 14th day of June 2005 by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter called the "Board" or the "Employer") and the NEW PROVIDENCE EDUCATION ASSOCIATION (hereinafter called the "Association").

ARTICLE I

RECOGNITION

A. Recognition.

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

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

Teachers
Nurses
Library Media Specialist
Guidance Counselors
Psychologists
Social Workers
LDTC's
Department Heads
Assistant to the Athletic Director
Teacher/Trainer
Occupational Therapist

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

Superintendent
Assistant Superintendent
Board Secretary
School Business Administrator
Director of Special Services
Principals
Vice Principal
Assistant Principal
Dean of Students
Athletic Director

3. The Board of Education of the Borough of New Providence and the Association recognize the importance of orderly, joint, expeditious resolution of disputes, which may arise as to proper interpretation or implementation of this Agreement and, accordingly, herein agree upon a grievance procedure for the effective processing of such disputes.

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adopted policy; rule or regulation of the parties which is in conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement.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

B. Negotiation Procedures.

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than December 15th of the calendar year preceding the calendar year in which this Agreement expires. Furthermore, items for negotiations must be presented to each side in writing not later than the first meeting.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of

the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any Agreement so negotiated shall apply to all employees, be reduced to writing and, after ratification, be signed by the Board and the Association.

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

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

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

6. If an article or section of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, including the Public Employment Relations

Commission, or if compliance with an enforcement of any article or section should be restrained by such tribunal, the parties shall enter into immediate collective negotiations for the purpose of negotiating a replacement for such article or section.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions.

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

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

3. "Grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers in accordance with law.

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

B. Purpose.

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

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

C. Procedure.

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

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by June 30 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. Sequence of Levels for Resolving Grievances.

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

Level Two. If the aggrieved person is not satisfied

with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance, the grievant must notify the Association, which may file the grievance in writing with the Superintendent of Schools within five (5) school days after the decision at Level One, or twelve (12) school days after the grievance was presented at Level One, whichever is sooner.

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

Level Four. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the

next regularly scheduled meeting of the Board, the grievant must notify the Association, which may, within ten (10) school days after a decision by the Board, or fifteen (15) school days after the last regularly scheduled meeting of the Board, whichever is sooner, submit the grievance to arbitration, provided that the grievance concerns an alleged violation, misinterpretation or misapplication of the terms of this Agreement. This level shall be the terminal step for all other grievances.

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

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

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

d. Exclusions from Arbitration. The following

shall be excluded from binding arbitration:

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

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

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

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

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

E. Rights to Representation.

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

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

F. Miscellaneous.

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

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

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

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

5. Decisions rendered at all levels of this procedure shall be in writing, setting forth the decision and the reasons therefor. A copy of all decisions shall be provided to the Association.

6. All documents, communications and records dealing

with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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

ARTICLE III

ASSOCIATION RIGHTS

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

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

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

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

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

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

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

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other labor organization. In the event of an election to determine the exclusive representative of the

teachers, this provision shall not be in effect from the time an election is either consented to or ordered until the completion of the election.

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

1. The President of the Association shall only be required to attend one (1) evening assignment (Back-to-School), and shall not be involuntarily assigned to a co-curricular activity.

ARTICLE IV

TEACHERS' RIGHTS

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

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

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

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

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

ARTICLE V

BOARD'S RIGHTS

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

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

ARTICLE VI

WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 183 days plus two (2) full in-service workshop days, except for the new teachers who may be required to attend two (2) additional orientation days. The teacher year will end on the same day as the student year.

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

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

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

ARTICLE VII

WORK LOAD

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

B. Lunch Period.

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

2. The Board may solicit volunteers to cover cafeteria duty for part of the teachers' normal lunch period. For each ten (10) minute segment, the annual compensation shall be \$1,253 for 2005-06; \$1,312 for 2006-07 and \$1,371 for 2007-08. In the event of an emergency (bona fide), the Board shall have the right to assign teachers.

C. Preparation Time.

1. Teachers in grades kindergarten through grade 6 shall have at least six (6) preparation periods of forty (40) minutes each per week, which shall be scheduled so that teachers shall have at least one (1) such period daily.

a. Any teacher who is required to substitute for another teacher during his/her only preparation period for the day shall be compensated per period \$38.66 for 2005-06; \$40.49 for 2006-07 and \$42.32 for 2007-08. Elementary teachers' before and after school preparation shall not count as a second preparation

period.

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

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

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

(2) working days of the request for the conference.

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

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

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

hour of \$22.46 for 2005-06; \$23.52 for 2006-07 and \$24.58 for 2007-08. It is understood that none of these evening duties shall be used for an open house program.

E. Teaching Periods.

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

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

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

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

periods assigned first. Thereafter, assignments will be made in inverse order as to teaching periods (those with the least number of periods shall be assigned homeroom duty first).

F. Class Preparations. The Board agrees that the district average number of class preparations per teacher shall not exceed 3.0. Class preparations shall be defined as those courses in grades 7-12 which meet the following two criteria: (1) separate courses of study, and (2) requiring separate and distinct lesson plans. In the event individual teachers have more than four (4) preparations assigned, then they shall receive second preparation periods.

1. The average number of preparations per teacher shall be computed by dividing the total number of preparations assigned to all 7-12 classroom teachers in mathematics, science, social studies, world language and language arts by the total full-time and equivalent part-time 7-12 grade classroom teachers in those departments.

2. The Board agrees to maintain the averages specified for the 2005-06, 2006-07 and 2007-08 school years.

G. Part-Time Teachers.

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

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

3. Pay for mandatory staff development workshops

shall be prorated on the 7 hour and 20 minute figure.

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

H. Department Heads.

1. a. K-12 Department Heads for Mathematics, Science, Social Studies, Visual and Practical Arts, Music, Education and Performing Arts, Special Education, Information Services, World Languages, Health and Physical Education and Interdisciplinary Technology will normally be assigned two (2) teaching classes per day, but may be assigned up to three (3) if required. Additional teaching assignments may be granted when voluntarily requested by the Department Head or on a half-time basis if the Department Head is assigned to an elementary school.

b. K-6 and 7-12 Language Arts Department Heads will normally be assigned four (4) teaching classes per day.

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

3. Department Heads shall receive an annual stipend of \$5,486 for 2005-06; \$5,746 for 2006-07 and \$6,005 for 2007-08.

4. The Department Head for Music, or designee, will receive a stipend of \$69.13 per evening for 2005-06; \$72.41 for 2006-07 and \$75.67 for 2007-08, in recognition of the large number of evening responsibilities required of this position (based upon

previously approved evening activities per the 1994-95 school year).

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

ARTICLE VIII

SICK LEAVE

A. Personal Illness.

1. Allowances for absence at full salary.

a. Teachers employed prior to the 1995-96 school year shall be allowed sick/family illness leave with full pay for fifteen (15) working days for all ten (10) month employees beginning with July 1st and ending June 30th of each school year.

If any such person requires in any school year less than this specified number of days of sick/family illness leave with pay allowed, all days of such leave not utilized that year shall be cumulative up to a total of fifteen (15), to be used for additional sick/family illness leave as needed in subsequent years, without limitation.

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

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

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

authorities because of contagious disease or being quarantined for such a disease in immediate household or in the case of illness of a parent, brother, sister, husband, wife, child, or any relative living at the teacher's home.

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

B. Statement by Physician.

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

2. When requested by the Superintendent, any employee using a sick day immediately before or after a vacation period when school is closed shall submit to the Superintendent a physician's statement.

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

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

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. Personal Leaves.

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

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

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

c. These days will not be taken immediately before or after a vacation day when school is closed, unless the wedding or graduation of an employee or member of his/her immediate family falls upon such a day;

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

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

work.

3. New Hires Personal Leaves (New Employees).

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

B. Death in the Immediate Family.

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

2. In the case of the death of a grandparent, no deduction will be made for absence on the day of the funeral, and up to a total of four (4) additional days may be granted at the discretion of the Superintendent.

3. In case of death of nephew, niece, uncle, aunt, brother-in-law or sister-in-law, not living with the immediate

family, no deduction shall be made for absence on the day of the funeral.

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

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

D. School Business Leave.

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

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

E. Allotment of Days.

1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment

of days for illness in the immediate family, death in the immediate family, or absence for personal reasons, unused days in all of the above categories may be transferred to the advantage of the teacher, provided that the total number of days requested without deduction does not exceed thirteen (13).

2. In each instance, the approval of the Superintendent must be obtained in writing.

F. Definition of Half-Day.

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

ARTICLE X

EXTENDED LEAVES

A. Disability and Child-Rearing Leaves.

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

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

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

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

3. The leave shall terminate on the date specified unless the teacher requests an extension, whereupon the leave may be extended for an additional period of time for reasons associated with the pregnancy, birth or for other cause. If the

Board questions the teacher's physical condition or capacity to resume her former duties, then the teacher shall produce a certification from her physician that she is medically able to resume her teaching duties.

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

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

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

B. Extended Leave of Absence. The Board may grant an extended leave of absence without pay if provisions herein set

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

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

ARTICLE XI

SALARY

A. Guides.

1. The salary guides for this Agreement are set forth in Appendix I.

2. All employees shall advance one step on the guide in each year until reaching step 15.

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

B. Longevity. Each teacher who as of June 30, 2005; 2006 and 2007 shall receive the following:

<u>Years of Service</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
20	\$1,000	\$1,200	\$1,400
25	\$3,800	\$4,000	\$4,200
30	\$4,500*	\$4,700*	\$4,900*

*Longevity increases are incorporated into the salaries shown on the attached guides.

C. Coaches, Cheerleading Advisors, and Assistant to the Athletic Director.

1. The Assistant to the Athletic Director shall receive a stipend of \$3,455 for 2005-06; \$3,619 for 2006-07 and \$3,782 for 2007-08.

2. a. All Coaches who were employed for the 1997-98 school year and who continue in the same position will continue to receive their 2004-05 stipend, increased by 1% for 2005-06; 1% for

2006-07 and 1% for 2007-08. Once a coach's salary reaches the level of the current contract's salary guide, the coach's salary will be as per the salary guide for the next contract period. No additional experience points will be granted.

b. No Coach will be replaced for the sole purpose of reducing the salary paid for the position. However, the Board reserves the right to eliminate coaching positions or to replace individuals for reasons of incapacity, disability, or inadequate performance of their job, subject to the grievance procedure. A Coach who moves to a higher paying coaching job will move to the new salary guide, but will not suffer any reduction in pay.

c. Nothing contained herein shall preclude the Board from replacing Coaches who are not full-time staff members at New Providence with qualified teaching staff members employed in this district.

3. a. All Coaches and Cheerleading Advisor will be remunerated in accordance with the following salary guide.

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
<u>Coach</u>			
Football	\$8,000	\$8,380	\$8,757
Spring Track	\$6,500	\$6,809	\$7,115
Wrestling	\$6,500	\$6,809	\$7,115
Basketball	\$6,500	\$6,809	\$7,115
Winter Track	\$6,000	\$6,285	\$6,568
Baseball	\$6,000	\$6,285	\$6,568
Softball	\$6,000	\$6,285	\$6,568
Lacrosse	\$6,000	\$6,285	\$6,568
Soccer	\$6,000	\$6,285	\$6,568

Swimming	\$5,000	\$5,238	\$5,473
Cross Country	\$5,000	\$5,238	\$5,473
Tennis	\$5,000	\$5,238	\$5,473
Volleyball	\$5,000	\$5,238	\$5,473
Golf	\$4,500	\$4,714	\$4,926
Cheerleading Advisor (2 seasons)	\$8,000	\$8,380	\$8,757
Trainer (full year)	\$17,399	\$18,225	\$19,046

b. Assistant Coaches will receive 70% of the above salary if they are First Assistant, and 60% if they are designated as the Second Assistant.

D. Other Co-curricular Positions. Other co-curricular positions not enumerated in paragraph C above will be compensated either based upon a base point system or pay rate system as set forth in Appendix IV. The base point value for this Agreement is \$113.83 for 2005-06; \$119.24 for 2006-07 and \$124.60 for 2007-08.

E. When a payday falls on or during a school holiday, vacation or weekend, the present practice of issuing paychecks on the last preceding working day shall be continued.

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

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

H. The Board shall provide, on an individual basis, for

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

I. The Board will pay traveling teachers who travel to two (2) buildings per day \$35.94 per month for 2005-06; \$37.65 for 2006-07 and \$39.34 for 2007-08, and traveling teachers who travel to more than two (2) buildings per day \$50.90 per month for 2005-06; \$53.32 for 2006-07 and \$55.72 for 2007-08 in lieu of mileage, when using their personal automobiles. Traveling teachers are those who have teaching assignments in more than one (1) building, and will be permitted a minimum of twenty (20) minutes of travel time per day. Teachers who must travel out of district shall be paid, in addition to \$65.87 per month for 2005-06; \$69.00 for 2006-07 and \$72.10 for 2007-08, the appropriate rate set by the IRS per mile for each out of district mile over one hundred (100) miles traveled during a month. The rate will be adjusted annually in July.

ARTICLE XII

TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

A. Teachers shall be eligible for course reimbursement for college credits taken with the prior approval of the Superintendent of Schools. Payment will be made for those credits satisfactorily completed and for which a paid receipt from the institution or cancelled check made payable to the institution, together with a transcript or other document issued by the institution's registrar, is presented to the Board Secretary. Payment will be made after the next business meeting following presentation of the foregoing documentation, provided all information was submitted to the Board Secretary fifteen (15) days prior to the scheduled Board meeting date. Commencing in the third year of this Agreement, this reimbursement will be available for up to twelve (12) credits annually.

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

C. To be eligible for reimbursement, teachers must take courses at accredited; degree-granting institutions, which issue transcripts, and must also have satisfactorily, completed the courses. Satisfactory completion is defined as a grade acceptable

for credit towards an advanced degree. Beyond the Master's degree, reimbursement shall be provided only in the area of the teacher's assignment, except for courses taken as part of a currently accepted Doctoral Program. The Superintendent may approve any course, which he/she sees as being in the best interest of the district.

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

E. Reimbursement may also be made for educational institutes, workshops or courses taken at a non-accredited institution with the prior approval of the Superintendent. Reimbursement shall be computed at the rate of one hundred (100%) percent of the cost of the course, workshop or institute up to a maximum of \$200 per teacher per year, and shall be paid within sixty (60) days following submission of a reimbursement voucher and receipt for the workshop, course or educational institute.

F. The provisions of paragraph E shall be construed to eliminate the existing practice of reimbursement of one hundred (100%) percent of the costs in the areas of guidance, athletics, or areas of need to the district as determined by the Superintendent, but said paragraph E shall be in replacement thereof.

G. Professional Development.

1. In accordance with N.J.A.C. 6:11-13, the Association and the Board pledge to cooperate through the local

district professional development committee in forming the district professional development program in accordance with the standards established by the State Professional Teaching Standards Board and Commissioner of Education. The program shall include, but not be limited to, the following annual opportunities for each teacher:

a. At least two (2) professional days for each teacher as per Article IX.D of this Agreement.

b. Two (2) full in-service workshop days of six (6) hours duration as per Article VI.A of this Agreement.

c. College credits approved under Article XII of this Agreement.

2. The district will maintain a record of the number of hours of continuing education credits completed by each teacher and provide each teacher with an accounting of accumulated credits each September. Any discrepancies between the district and a teacher's records should be noted within thirty (30) days of receipt of the Board records.

3. All the above is subject to N.J.A.C. 6:11-13 and amendments.

ARTICLE XIII

INSURANCE

A. The Board shall pay the full premium for the health insurance program as follows:

1. Comprehensive type program with a deductible of \$200 per person; \$400 per family and coinsurance payment will be 80% of the first \$2,000, until August 31, 2005.

2. As of September 1, 2005, all members and their dependents, which were enrolled in the comprehensive type program, shall be enrolled in a 100/90/70 PPO plan.

3. An alternative HMO plan will be offered.

4. New hires will be eligible for coverage immediately, with a waiting period for pre-existing illnesses of twelve (12) months. Employees and dependents who have continuous coverage under the prior group contract and/or other previous health coverage, with no break in coverage of sixty-three (63) days or more, will not be subject to the pre-existing exclusion. If the exclusion applies, for the first twelve (12) months after an eligible person's enrollment under the contract, no benefits will be provided for services incident to, resulting from or relating to any disease, injury or condition, which was treated or diagnosed by a health care professional within the six (6) month period prior to enrollment for that person. This does not apply to children who enroll within thirty (30) days of birth or adoption.

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

6. As of July 1, 2007, mental health inpatient maximum, under the PPO plan, will be increased to 30 days and outpatient to 60 visits.

7. When rolling over from the comprehensive coverage to the PPO plan, credit will be given for deductible and coinsurance payments made by the members.

8. PPO plan summary books shall be available, in the board office, within a reasonable amount of time after review by the Association and the Board.

9. Coverage and benefits not listed on the 100/90/70 summary plan document, which are currently covered under the comprehensive plan, shall be included in the PPO plan.

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

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

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

3. Option for teachers who are retiring, on maternity leave, extended medical leave, or any other approved leave, to continue such coverage by paying the premium at the group rate to the Board. This coverage shall be at the usual and customary rate schedule. The above coverage may include mandatory cost-saving

features as:

- a. Second surgical opinion requirements;
- b. Same day surgery requirements; and
- c. Error-free billing programs.

C. The Board will offer alternative HMO coverage worth \$15.00 co-pay for primary doctor and \$25.00 for specialist referrals.

D. The Board shall provide dental insurance coverage for employees and their dependents in accordance with the dental insurance program currently in effect.

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

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

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

ARTICLE XIV

SABBATICAL LEAVE

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

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

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

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

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

F. The Board of Education may, upon the recommendation of the Superintendent, grant the request of an eligible teacher for a "summer" sabbatical. Such a sabbatical may extend for two

consecutive summer recess periods, and is defined as attendance at an accredited degree granting institution for the purpose of working towards a Masters Degree or for approved courses beyond a Masters. An applicant shall present to the Superintendent no later than the April 1 preceding the requested summer sabbatical full and complete information regarding the requested course or courses, including a course description, the number of hours the course meets, the location of classes, and the hours and dates on which the class is scheduled. Such a sabbatical, if approved, will be compensated at 1/400 of the teacher's regular salary during the previous contract year for each day on which the class actually meets, provided the course is successfully completed. No payment shall be made for any time or days in which an actual instructional period is not conducted. Touring, sightseeing, or travelling time shall not be compensable. All records necessary to demonstrate the number of days of compensation to which the teacher claims entitlement will be submitted to the Superintendent no later than the December 15 following the summer during which the sabbatical was taken.

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

other purposes as may be required by law.

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

ARTICLE XV

SUMMER EMPLOYMENT

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

1. Salaries for summer employment shall be 1/200 per day of the teacher's annual salary for summer school teaching or for guidance counselors. The compensation for summer curriculum writing shall be \$44.37 per hour for 2005-06; \$46.48 for 2006-07 and \$48.57 for 2007-08.

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

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

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

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

ARTICLE XVI

RETIREMENT

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

ARTICLE XVII

MISCELLANEOUS PROVISIONS

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

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

C. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

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

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

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

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

3. To relieve teachers from duties for just cause;

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

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

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

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

H. Whenever any communication pursuant to this Agreement

is necessary, except as stated by the grievance procedure, said communication will be forwarded to the Secretary of the Board when initiated by the Association, and to the President of the Association when initiated by the Board.

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

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

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

ARTICLE XVIII

REPRESENTATION FEE

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

B. Procedure.

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

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

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

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

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

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

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

C. Indemnification and Save Harmless Provision.

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

a. the Board gives the Association timely notice, in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

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

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

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

ARTICLE XIX

TEACHER EVALUATION PROCEDURES

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

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

C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Derogatory material shall not include such normal records of the

employer as attendance, leave of absence, and health records. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal by the staff member to sign copies shall not preclude inclusion of the document. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

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

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

office, and the contents thereof may be included in the teacher's formal or summative evaluation.

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

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

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

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

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

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2005 and shall continue in full force and effect until June 30, 2008. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

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

SIGNED AND SEALED this 14th day of June, 2005.

NEW PROVIDENCE
EDUCATION ASSOCIATION

BOARD OF EDUCATION OF THE
BOROUGH OF NEW PROVIDENCE

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

APPENDIX I

NEW PROVIDENCE TEACHERS SALARY GUIDE FOR YEAR 2005-2006

Salary Guide Step	BA	BA+15	BA+30	BA+30M	BA+45M	BA+60M
1	40,740	42,220	44,020	46,200	48,280	50,410
2	41,240	42,720	44,520	46,700	48,780	50,910
3	41,830	43,310	45,110	47,290	49,370	51,500
4	42,922	44,402	46,202	48,382	50,462	52,592
5	44,300	45,790	47,670	49,880	52,020	54,160
6	45,600	47,130	49,060	51,330	53,530	55,730
7	46,835	48,405	50,385	52,715	54,975	57,575
8	48,095	49,715	51,755	54,155	56,835	59,565
9	49,755	51,415	53,525	55,995	58,805	61,545
10	51,255	52,975	55,155	57,945	60,775	63,535
11	52,765	54,645	57,075	59,935	62,755	65,505
12	54,705	56,625	59,055	61,925	64,685	67,455
13	58,606	60,706	63,356	66,486	69,506	72,526
14	63,816	66,026	68,816	72,096	75,276	78,446
14a	67,188	69,558	72,548	76,063	79,473	82,873
15	72,360	74,890	78,080	81,830	85,470	89,100
L30	76,860	79,390	82,580	86,330	89,970	93,600

NEW PROVIDENCE TEACHERS SALARY GUIDE FOR YEAR 2006-2007

Salary Guide

Step	BA	BA+15	BA+30	BA+30M	BA+45M	BA+60M
2	43,640	45,120	46,920	49,100	51,180	53,310
3	44,140	45,620	47,420	49,600	51,680	53,810
4	44,680	46,160	47,960	50,140	52,220	54,350
5	45,722	47,202	49,002	51,182	53,262	55,392
6	47,050	48,540	50,420	52,630	54,770	56,910
7	48,300	49,830	51,760	54,030	56,230	58,430
8	49,485	51,055	53,035	55,365	57,625	60,225
9	50,695	52,315	54,355	56,755	59,435	62,165
10	52,305	53,965	56,075	58,545	61,355	64,095
11	53,781	55,501	57,681	60,471	63,301	66,061
12	55,292	57,172	59,602	62,462	65,282	68,032
13	58,106	60,206	62,856	65,986	69,006	72,026
14	63,816	66,026	68,816	72,096	75,276	78,446
14a	67,188	69,558	72,548	76,063	79,473	82,873
15	74,360	76,890	80,080	83,830	87,470	91,100
L30	79,060	81,590	84,780	88,530	92,170	95,800

NEW PROVIDENCE TEACHERS SALARY GUIDE FOR YEAR 2007-2008

Salary Guide Step	BA	BA+15	BA+30	BA+30M	BA+45M	BA+60M
3	46,615	48,095	49,895	52,075	54,155	56,285
4	47,115	48,595	50,395	52,575	54,655	56,785
5	47,655	49,135	50,935	53,115	55,195	57,325
6	48,697	50,177	51,977	54,157	56,237	58,367
7	49,870	51,360	53,240	55,450	57,590	59,730
8	51,123	52,653	54,583	56,853	59,053	61,283
9	52,310	53,880	55,860	58,190	60,450	63,050
10	53,520	55,170	57,180	59,580	62,260	64,990
11	55,130	56,790	58,900	61,370	64,180	66,920
12	56,611	58,331	60,511	63,283	66,131	68,891
13	58,415	60,515	63,165	66,295	69,315	72,335
13a	61,471	63,626	66,346	69,551	72,651	75,746
14	64,526	66,736	69,526	72,806	75,986	79,156
14a	67,898	70,268	73,258	76,773	80,183	83,583
14b	72,284	74,734	77,824	81,457	84,982	88,497
15	76,670	79,200	82,390	86,140	89,780	93,410
L30	81,570	84,100	87,290	91,040	94,680	98,310

APPENDIX II

CO-CURRICULAR ACTIVITIES

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

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

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

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

POINT BASE FOR CO-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>BASE POINTS</u>
<u>H.S. Dramatics</u> Director	48
<u>H.S. Drill Design</u> Director	29

<u>H.S. Marching Band</u>	
Director	53
Assistant Band Director	29
Color Guard Director	29
Drum Instructor	12
Rifle Instructor	7
Low Brass/March/Manv	10
Pit Band & Sideline	32
Assistant Color Guard Instructor	7
<u>H.S. Providential (without class)</u>	
Advisor	37
<u>H.S. Stage Band</u>	
Director	45
<u>H.S. Stage Crew</u>	
Co-Advisor	16.5
<u>H.S. Stage Management (Art)</u>	
Advisor	18
<u>H.S. Strolling Strings</u>	
Director	23
<u>H.S. Student Council</u>	
Advisor	29
<u>H.S. Vocal Music</u>	
Director	40
<u>H.S. Winter Guard</u>	
Color Guard Director	29
Assistant Color Guard Instructor	7
<u>H.S. Yearbook (without class)</u>	
Advisor	39
<u>M.S. Stage Band</u>	
Director	26

B. The point system does not apply to the following positions. A base rate has been determined which will be:

<u>Class Advisors</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Senior	\$1,106	\$1,158	\$1,210
Junior	776	813	849

Sophomore	625	654	684
Freshman	625	654	684
	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
<u>H.S. Amnesty International</u>	\$1,421	\$1,488	\$1,555
<u>H.S. Challenge Team</u>	1,363	1,428	1,492
<u>H.S. Chemistry Club</u>	1,421	1,488	1,555
<u>H.S. Chess Club</u>	1,421	1,488	1,555
<u>H.S. Culinary Arts Club</u>	1,421	1,488	1,555
<u>H.S. Environmental Awareness Club</u>	1,421	1,488	1,555
<u>H.S. Fine Arts Club</u>	1,421	1,488	1,555
<u>H.S. Fitness Club</u>	1,421	1,488	1,555
<u>Football Broadcasting (Per Game)</u>	55	57	60
<u>H.S. Forensics Club</u>	1,421	1,488	1,555
<u>H.S. French National Honor Society/French Club</u>	1,421	1,488	1,555
<u>H.S. Future Teachers of America</u>	1,421	1,488	1,555
<u>H.S. Industrial Arts Club</u>	1,421	1,488	1,555
<u>H.S. Investment Club</u>	1,421	1,488	1,555
<u>H.S. Italian Club</u>	1,421	1,488	1,555
<u>H.S. Japanese Club</u>	1,421	1,488	1,555
<u>H.S. Latin Club</u>	1,421	1,488	1,555
<u>H.S. Literary Magazine</u>	1,732	1,815	1,896
<u>H.S. Biology Club</u>	1,421	1,488	1,555
<u>H.S. Math Team</u>	1,421	1,488	1,555
<u>H.S. Mock Trial/Law Club</u>	1,421	1,488	1,555
<u>H.S. Model United Nations</u>	1,421	1,488	1,555

<u>High School Musical</u>			
Instrumental Director	1,388	1,454	1,519
Production Director	903	946	988
Choreographer	943	988	1,032
Vocal Director	3,138	3,287	3,435
Set and Scenery Design	1,570	1,644	1,718
Lighting Control	926	970	1,014
Stage Construction	1,169	1,224	1,279
Costumes/Make-up	1,421	1,488	1,555
Accompanist	979	1,025	1,071
Tickets	171	179	187
Program	269	282	294
<u>H.S. National Art Honor Society</u>	1,421	1,488	1,555
<u>H.S. National Honor Society</u>	1,421	1,488	1,555
<u>H.S. Peer Leadership Advisor</u>	1,421	1,488	1,555
<u>H.S. Physics Club</u>	1,421	1,488	1,555
<u>H.S. Competition Club</u>	1,421	1,488	1,555
<u>H.S. Spanish National Honor Society/Spanish Club</u>	1,421	1,488	1,555
<u>H.S. Student Service Organization</u>	1,421	1,488	1,555
<u>H.S. Social Studies Olympiad</u>	1,421	1,488	1,555
<u>High School Treasurer</u>	4,837	5,067	5,295
<u>H.S. Youth and Government</u>	1,418	1,486	1,553
<u>HS/MS Detention Teachers-per/hr</u>	44.37	46.48	48.57
<u>Library Monitor-per hour</u>	44.37	46.48	48.57
<u>Game Workers</u>	subject to game fee schedule		
<u>SAT/PSAT Supervisors</u>	subject to ETS fees		
<u>SAT/PSAT Proctors</u>	subject to ETS fees		
<u>M.S. Ceramics Club</u>	1,421	1,488	1,555

<u>M.S. Drama Club</u>	1,421	1,488	1,555
<u>M.S. Ensemble</u>	1,421	1,488	1,555
<u>M.S. Dance Club</u>	1,421	1,488	1,555
<u>M.S. 7th Environmental Studies Trip</u>			
Director	1,607	1,684	1,760
Teacher	402	421	440
<u>M.S. Interscholastics</u>			
<u>Wrestling(Winter)1.2 /time</u>	1,626	1,704	1,780
<u>Softball (Spring)</u>	3,252	3,406	3,559
<u>M.S. Intramurals - Spring</u>	1,421	1,488	1,555
<u>M.S. Intramurals - Spec Ed Rec (4)</u>	1,421	1,488	1,555
<u>M.S. Literary Magazine/ Writing Club</u>	1,421	1,488	1,555
<u>M.S. Mathematics Club (2)</u>	1,421	1,488	1,555
<u>M.S. Peer Leadership Advisor</u>	1,421	1,488	1,555
<u>M.S. Student Service Organization</u>	1,421	1,488	1,555
<u>M.S. Student Council</u>	1,421	1,488	1,555
<u>M.S. Technology Club</u>	1,421	1,488	1,555
<u>M.S. Writing Club</u>	1,421	1,488	1,555
<u>M.S. Yearbook</u>	1,421	1,488	1,555

It is understood that any Co-Curricular activity that indicates more than one advisor will have the listed compensation divided among those advisors.

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