

AGREEMENT

between

NEW PROVIDENCE BOARD OF EDUCATION

and

NEW PROVIDENCE EDUCATION ASSOCIATION

July 1, 2008 through June 30, 2011

Lindabury, McCormick, Estabrook & Cooper, P.C.
53 Cardinal Drive
P.O. Box 2369
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PREAMBLE

THIS AGREEMENT is entered into this 23rd day of October 2008 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:

Teacher
Nurse
Library Media Specialist
Guidance Counselor
Psychologist
Social Worker
LDTC
Department Head
Assistant to the Athletic Director
Athletic Trainer
Occupational Therapist
Speech Therapist

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

Superintendent
Assistant Superintendent of Educational Services
Board Secretary/School Business Administrator
Director of Curriculum, Instruction, and Supervision
Principals
Assistant Principal
Director of Athletics/Assistant Principal
Supervisors

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adopted policy, rule or regulation of the parties which is in conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement.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 no later than January 21st of the calendar year in which this agreement expires. Furthermore, items for negotiations must be presented in writing to each side prior to 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 computers, 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 four (4) additional orientation days. The teacher year will end on the same day as the student year.

The work year of the Athletic Trainer shall be governed by the athletic needs of the District, such as the District's athletic schedules, tournaments, and any other related athletic

events. The work year of the Athletic Trainer shall be August 15th through June 15th. The Athletic Trainer shall receive sixty (60) days' notice of termination.

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.

The work day for the Athletic Trainer shall mean 1:30 p.m. daily through the conclusion of the last athletic event on school days. The work day on Saturdays and Sundays shall be governed by the athletic needs of the District, such as the

District's athletic schedules, tournaments, and any other related athletic events.

B. Lunch Period.

1. Teachers shall have a daily duty-free lunch period coextensive with that of the students. The Athletic Trainer shall not be provided with a duty free lunch period and will take lunch prior to the commencement of each work day.

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 \$1,429 for 2008-09; \$1,488 for 2009-10 and \$1,549 for 2010-11. In the event of an emergency (bona fide), the Board shall have the right to assign teachers.

3. The lunch period for school nurses shall be scheduled with consideration for student lunch periods and recess times. If, due to student injury or illness, a school nurse's lunch period is interrupted, the school nurse shall be provided with compensatory lunch time on that day equal to the time missed due to the student injury or illness.

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. Teachers in grades 1-6 shall also have one (1) additional preparation period of

thirty (30) minutes each per week, scheduled at the discretion of the Superintendent or his/her designee. (This represents the status quo for grades 5 and 6).

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 \$44.10 for 2008-09; \$45.93 for 2009-10 and \$47.81 for 2010-2011. 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. The Athletic Trainer shall not be provided with a preparation period.

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, professional 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 \$25.61 for 2008-09; \$26.68 for 2009-10 and \$27.77 for 2010-11. It is understood that none of these evening duties shall be used for an open house program.

4. The Athletic Trainer shall not be required to attend faculty meetings. The Athletic Trainer shall attend one (1) annual conference at Board expense, upon prior approval by the Superintendent, in order to maintain current licensure. Additionally, the Athletic Trainer shall participate in continuing education in order to satisfy the licensure requirements, i.e. 80 continuing education credits over a three (3) year period.

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. Science teachers assigned more than twenty-five (25) periods per week shall be paid \$1,000 per period per year to a maximum of \$4,000 for the year.

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 term of the Agreement.

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, 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. Department Heads shall receive an annual stipend of \$6,257 for 2008-09; \$6,517 for 2009-10 and \$6,784 for 2010-2011.

3. The Department Head for Music Education and Performing Arts, or designee, will receive a stipend of \$78.85 per evening for 2008-09; \$82.12 per evening for 2009-2010 and \$85.49 per evening for 2010-2011, 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).

4. 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 Board in its discretion may grant additional sick days in accordance with statute.

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 attending conferences or visiting 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, 2008; 2009 and 2010 shall receive the following:

<u>Years of Service</u>	2008-09	2009-10	2010-11
20-24	\$1,500	\$1,770	\$1,800
25-29	\$4,300	\$4,570	\$4,600
30 and more	\$5,000*	\$5,100*	\$5,400*

*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 \$3,941 for 2008-2009; \$4,105 for 2009-2010 and \$4,273 for 2010-2011.

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 2007-08 stipend, increased by 1% for 2008-09; 1% for 2009-10 and 1% for 2010-11. 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>Coach</u>	2008-09	2009-10	2010-11
Football	\$9,125	\$9,504	\$9,894
Spring Track	\$7,414	\$7,722	\$8,039
Wrestling	\$7,414	\$7,722	\$8,039
Basketball	\$7,414	\$7,722	\$8,039
Winter Track	\$6,844	\$7,128	\$7,420
Baseball	\$6,844	\$7,128	\$7,420
Softball	\$6,844	\$7,128	\$7,420
Lacrosse	\$6,844	\$7,128	\$7,420
Soccer	\$6,844	\$7,128	\$7,420
Swimming	\$5,703	\$5,940	\$6,184
Cross Country	\$5,703	\$5,940	\$6,184
Tennis	\$5,703	\$5,940	\$6,184
Volleyball	\$5,703	\$5,940	\$6,184
Golf	\$5,133	\$5,346	\$5,565
Cheerleading Advisors (2 seasons)	\$9,125	\$9,504	\$9,894

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 \$130.00 for 2008-09; \$135.00 for 2009-10 and \$141.00 for 2010-11.

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 County Educators 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 County Educators 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 \$40.99 for per month for 2008-09; \$42.69 per month for 2009-10 and \$44.44 per month for 2010-11, and traveling teachers who travel to more than two (2) buildings per day \$58.06 per month for 2008-09; \$60.47 per month for 2009-10 and \$62.95 per month for 2010-2011 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 \$75.13 per month for 2008-09; \$78.25 per month for 2009-2010 and \$81.45 per month for 2010-2011, 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. 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. 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. 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.

2. An alternative HMO plan will be offered.

3. 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 become enrolled within thirty (30) days of birth or adoption.

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

time students.

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

6. 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.

7. 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 \$50.61 per hour for 2008-09; \$52.71 per hour for 2009-10 and \$54.87 per hour for 2010-2011.

2. Salaries shall be paid on the first scheduled pay day in July, based upon a cut off day of June 30th of that year, and on the first scheduled payday in August of that year. The August payment shall include the remainder of the summer stipend.

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. Deferred retirements shall not qualify under this provision.

B. All individuals whose first day of employment is on or after July 1, 2008 shall be reimbursed for accumulated unused sick leave at 25% of the employee's per diem rate. Deferred retirements shall not qualify under this provision.

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 New Jersey Statutes and Administrative Code. 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 New Jersey Statutes and Administrative Code, 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 written request and scheduled appointment, to review the contents of his/her personnel file and to receive copies at the 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, 2008 and shall continue in full force and effect until June 30, 2011. 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 Chairperson, and

their corporate seals to be placed hereto.

SIGNED AND SEALED this 23rd day of October, 2008.

NEW PROVIDENCE
EDUCATION ASSOCIATION

BOARD OF EDUCATION OF THE
BOROUGH OF NEW PROVIDENCE

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

BY: _____
Negotiations Chairperson

APPENDIX I

NEW PROVIDENCE TEACHERS SALARY GUIDE FOR YEAR 2008-2009

Salary Guide

Step	BA	BA+15	BA+30	BA+30M	BA+45M	BA+60M
3	47,476	48,986	50,823	53,048	55,171	57,345
4	47,976	49,486	51,323	53,548	55,671	57,845
5	48,527	50,037	51,874	54,099	56,222	58,396
6	49,658	51,171	53,010	55,238	57,364	59,541
7	50,787	52,308	54,227	56,482	58,666	60,850
8	51,933	53,491	55,455	57,766	60,006	62,276
9	53,037	54,632	56,644	59,011	61,307	63,949
10	54,266	55,943	57,985	60,423	63,146	65,920
11	55,902	57,589	59,732	62,242	65,097	67,881
12	57,407	59,154	61,369	64,186	67,079	69,883
13	59,298	61,434	64,129	67,312	70,383	73,455
13a	62,222	64,407	67,165	70,415	73,558	76,696
14	65,329	67,570	70,399	73,725	76,950	80,164
14a	68,749	71,152	74,184	77,748	81,206	84,653
14b	73,630	76,129	79,280	82,986	86,582	90,167
15	78,848	81,440	84,709	88,550	92,280	95,999
L30	83,848	86,440	89,709	93,550	97,280	100,999

NEW PROVIDENCE TEACHERS SALARY GUIDE FOR YEAR 2009-2010

Salary Guide

Step	BA	BA+15	BA+30	BA+30M	BA+45M	BA+60M
3	48,374	49,915	51,790	54,060	56,227	58,445
4	48,874	50,415	52,290	54,560	56,727	58,945
5	49,374	50,915	52,790	55,060	57,227	59,445
6	50,529	52,072	53,949	56,223	58,392	60,614
7	51,681	53,233	55,191	57,492	59,721	61,950
8	52,850	54,440	56,445	58,803	61,088	63,405
9	53,976	55,604	57,657	60,073	62,416	65,112
10	55,231	56,942	59,026	61,514	64,293	67,123
11	56,760	58,477	60,660	63,214	66,121	68,955
12	58,177	59,953	62,203	65,064	68,004	70,853
13	59,861	62,022	64,750	67,971	71,079	74,187
13a	62,820	65,031	67,822	71,111	74,292	77,468
14	65,975	68,242	71,105	74,471	77,734	80,987
14a	69,465	71,897	74,965	78,572	82,071	85,560
14b	74,514	77,043	80,233	83,983	87,622	91,250
15	80,931	83,582	86,925	90,854	94,668	98,471
L30	86,031	88,682	92,025	95,954	99,768	103,571

NEW PROVIDENCE TEACHERS SALARY GUIDE FOR YEAR 2010-2011

Salary Guide

Step	BA	BA+15	BA+30	BA+30M	BA+45M	BA+60M
3						
4	50,248	51,821	53,734	56,051	58,261	60,524
5	50,748	52,321	54,234	56,551	58,761	61,024
6	51,248	52,821	54,734	57,051	59,261	61,524
7	52,422	54,004	55,999	58,344	60,615	62,886
8	53,614	55,233	57,276	59,679	62,008	64,368
9	54,762	56,420	58,512	60,973	63,361	66,108
10	56,040	57,783	59,906	62,442	65,273	68,157
11	57,598	59,347	61,571	64,174	67,135	70,023
12	59,042	60,851	63,143	66,059	69,054	71,957
13	60,757	62,959	65,738	69,021	72,188	75,355
13a	63,772	66,025	68,869	72,220	75,461	78,697
14	67,446	69,757	72,674	76,103	79,428	82,743
14a	70,972	73,450	76,576	80,251	83,816	87,371
14b	76,025	78,601	81,851	85,672	89,380	93,077
15	82,850	85,551	88,956	92,960	96,845	100,721
L30	88,250	90,951	94,356	98,360	102,245	106,121

APPENDIX IICO-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</u> (without class) 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</u> (Art) 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</u> (without class) 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>	2008-09	2009-10	2010-11
Senior	\$1,261	\$1,313	\$1,367
Junior	885	922	960
Sophomore	713	743	773
Freshman	713	743	773
	2008-09	2009-10	2010-11

<u>H.S. Amnesty International</u>	\$1,620	\$1,687	\$1,756
<u>H.S. Challenge Team</u>	1,555	1,620	1,686
<u>H.S. Chemistry Club</u>	1,620	1,687	1,756
<u>H.S. Chess Club</u>	1,620	1,687	1,756
<u>H.S. Culinary Arts Club</u>	1,620	1,687	1,756
<u>H.S. Environmental Awareness Club</u>	1,620	1,687	1,756
<u>H.S. Fine Arts Club</u>	1,620	1,687	1,756
<u>H.S. Fitness Club</u>	1,620	1,687	1,756
<u>Football Broadcasting (Per Game)</u>	63	66	69
<u>H.S. Forensics Club</u>	1,620	1,687	1,756
<u>H.S. French National Honor Society/French Club</u>	1,620	1,687	1,756
<u>H.S. Future Teachers of America</u>	1,620	1,687	1,756
<u>H.S. Industrial Arts Club</u>	1,620	1,687	1,756
<u>H.S. Investment Club</u>	1,620	1,687	1,756
<u>H.S. Italian Club</u>	1,620	1,687	1,756
<u>H.S. Japanese Club</u>	1,620	1,687	1,756
<u>H.S. Latin Club</u>	1,620	1,687	1,756
<u>H.S. Literary Magazine</u>	1,976	2,058	2,142
<u>H.S. Biology Club</u>	1,620	1,687	1,756
<u>H.S. Math Team</u>	1,620	1,687	1,756
<u>H.S. Mock Trial/Law Club</u>	1,620	1,687	1,756
<u>H.S. Model United Nations</u>	1,620	1,687	1,756
<u>High School Musical</u>			
Instrumental Director	1,583	1,649	1,717

Production Director	1,029	1,072	1,116
Choreographer	1,075	1,120	1,166
Vocal Director	3,579	3,728	3,881
Set and Scenery Design	1,790	1,864	1,940
Lighting Control	1,057	1,101	1,146
Stage Construction	1,333	1,388	1,445
Costumes/Make-up	1,620	1,687	1,756
Accompanist	1,116	1,162	1,210
Tickets	195	203	211
Program	306	319	332
<u>H.S. National Art Honor Society</u>	1,620	1,687	1,756
<u>H.S. National Honor Society</u>	1,620	1,687	1,756
<u>H.S. Peer Leadership Advisor</u>	1,620	1,687	1,756
<u>H.S. Physics Club</u>	1,620	1,687	1,756
<u>H.S. Competition Club</u>	1,620	1,687	1,756
<u>H.S. Spanish National Honor Society/Spanish Club</u>	1,620	1,687	1,756
<u>H.S. Student Service Organization</u>	1,620	1,687	1,756
<u>H.S. Social Studies Olympiad</u>	1,620	1,687	1,756
<u>High School Treasurer</u>	5,517	5,746	5,982
<u>H.S. Youth and Government</u>	1,618	1,685	1,754
<u>HS/MS Detention Teachers-per/hr</u>	50.61	52.71	54.87
<u>Library Monitor-per hour</u>	50.61	52.71	54.87
<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>	1,620	1,687	1,756
<u>M.S. Drama Club</u>	1,620	1,687	1,756
<u>M.S. Ensemble</u>	1,620	1,687	1,756
<u>M.S. Dance Club</u>	1,620	1,687	1,756
<u>7th Grade Advisor</u>	885	922	960
<u>8th Grade Advisor</u>	885	922	960
<u>M.S. Interscholastics</u>			
Wrestling (Winter) 1/2 time	1,855	1,932	2,011
Softball (Spring)	3,708	3,862	4,020
<u>M.S. Intramurals - Spring</u>	1,620	1,687	1,756
<u>M.S. Intramurals - Spec Ed Rec (4)</u>	1,620	1,687	1,756
<u>M.S. Literary Magazine/ Writing Club</u>	1,620	1,687	1,756
<u>M.S. Mathematics Club (2)</u>	1,620	1,687	1,756
<u>M.S. Peer Leadership Advisor</u>	1,620	1,687	1,756
<u>M.S. Student Service Organization</u>	1,620	1,687	1,756
<u>M.S. Student Council</u>	1,620	1,687	1,756
<u>M.S. Technology Club</u>	1,620	1,687	1,756
<u>M.S. Writing Club</u>	1,620	1,687	1,756
<u>M.S. Yearbook</u>	1,620	1,687	1,756
<u>TV Production/Stage Manager</u>	2,397	2,497	2,599
<u>Publisher of District Newsletter</u>	4,000	4,166	4,337
<u>Public Relations Coordinator</u>	1,000	1,042	1,085

It is understood that any Co-Curricular activity that indicates

more than one advisor will have the listed compensation divided among those advisors.

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	GRIEVANCE PROCEDURE	5
III	ASSOCIATION RIGHTS	13
IV	TEACHERS' RIGHTS	16
V	BOARD'S RIGHTS	18
VI	WORK YEAR	18
VII	WORK LOAD	20
VIII	SICK LEAVE	28
IX	TEMPORARY LEAVES OF ABSENCE	31
X	EXTENDED LEAVES	35
XI	SALARY	38
XII	TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT	43
XIII	INSURANCE	46
XIV	SABBATICAL LEAVE	49
XV	SUMMER EMPLOYMENT	52
XVI	RETIREMENT	53
XVII	MISCELLANEOUS PROVISIONS	54
XVIII	REPRESENTATION FEE	57
XIX	TEACHER EVALUATION PROCEDURES	60
XX	DURATION OF AGREEMENT	65
	APPENDIX I - NEW PROVIDENCE TEACHERS SALARY GUIDE	67

