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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

LINCOLN PARK EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF LINCOLN PARK

THE COUNTY OF MORRIS, NEW JERSEY

Effective date:

September 1, 1970

21

INDEX

ARTICLE I:	RECOGNITION
ARTICLE II:	NEGOTIATION OF SUCCESSOR AGREEMENT
ARTICLE III:	TEACHER RIGHTS
ARTICLE IV:	ASSOCIATION RIGHTS AND PRIVILEGES
ARTICLE V:	SCHOOL CALENDAR AND TEACHING HOURS
ARTICLE VI:	NON-TEACHING DUTIES
ARTICLE VII:	GRIEVANCE PROCEDURE
ARTICLE VIII:	SALARIES
ARTICLE IX:	INSURANCE PROTECTION
ARTICLE X:	LONGEVITY PAY
ARTICLE XI:	GRADUATE STUDY
ARTICLE XII:	TEACHER ASSIGNMENT
ARTICLE XIII:	VOLUNTARY TRANSFERS AND REASSIGNMENTS
ARTICLE XIV:	INVOLUNTARY TRANSFERS AND REASSIGNMENTS
ARTICLE XV:	PROMOTIONS
ARTICLE XVII:	TEACHER EVALUATION
ARTICLE XVIII:	NON-TENURE DISMISSAL PROCEDURE
ARTICLE XIX:	TEACHER FACILITIES
ARTICLE XXI:	SICK LEAVE
ARTICLE XXII:	MATERNITY LEAVE
ARTICLE XXIII:	TEMPORARY LEAVES OF ABSENCE
ARTICLE XXIV:	PROTECTION OF TEACHERS, STUDENTS AND PROPERTY
ARTICLE XXV:	DEDUCTION FROM SALARY
ARTICLE XXVI:	MISCELLANEOUS PROVISIONS
ARTICLE XXVII:	DURATION OF AGREEMENT

THIS AGREEMENT entered into this 1st day of September, 1970, by and between the Board of Education of Lincoln Park, the Borough of Lincoln Park, New Jersey, hereinafter referred to as the "Board", and the Lincoln Park Education Association, hereinafter referred to as the "Association".

WHEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, or on a per diem basis, employed or to be employed by the Board, including teachers, nurses, guidance personnel, and librarians, but excluding principals, acting principals, assistant principals, custodial employees, cafeteria workers, secretarial and clerical staff.

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

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws of 1968 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 October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any such agreement so nego-

ciated shall apply to all employees represented by the Association as expressed therein, shall be reduced to writing, shall be signed by the Board and the Association, and shall, before becoming effective, be adopted by the Board and ratified by the membership of the Association.

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

ARTICLE III

TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board 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. As a duly organized body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association agrees to represent equally, completely and without discrimination all employees of the Board who are included

within the categories of employees for the representation of which the Association has been recognized as set forth in Article I of this Agreement. No employee of the Board who is entitled to membership in and/or representation by the Association by virtue of his position as an employee of the Board, but who is not a member of the Association, shall be denied or abridged in any right or privilege accorded all members of the Association, nor shall the Board or its representatives apply to any such employees criteria, procedures or dealings which differ in any respect from those applied to members of the Association.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage in a manner which invidiously discriminates against such teacher.

D. Whenever any teacher is required to appear before the superintendent or his designee, the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have present to advise and represent him during such meeting or interview a representative of the Association or other representative of his choosing as provided in the Grievance Procedure hereinafter established. The subject matter of such meeting or interview shall be privileged until the initiation of the Grievance Procedure, if any, as hereinafter established. At no time, however, may the Board, its representatives, the Association, or the employee make any statement or release to the press or public, or cause any such statement or release to be made, concerning the subject matter of the meeting, interview or grievance or any other aspect thereof, without first obtaining from both the Board and the Association consent to do so.

making of such statement or release after having been fully informed concerning the purport of such statement or release.

E. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Lincoln Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade shall be changed without approval of the teacher.

F. No teacher shall be prevented from wearing identification of membership in the Association or its affiliates, except that all teachers shall, in this regard, observe reasonable standards of decorum and good taste.

G. No teacher shall be denied the right to examine his personnel file in the presence of the Superintendent of Schools or his designee upon advance written notice of at least two (2) days. No item of a derogatory or detrimental nature shall be inserted in a teacher's file without prior notification to the teacher who will initial same to signify acknowledgment, but not approval, thereof. In the event a teacher refuses to initial such an item, the Association shall be so advised by the Superintendent of Schools and shall immediately prepare a statement for inclusion in the teacher's file that the teacher was advised of the item and refused to acknowledge same.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time access to all available information concerning the financial resources of the district insofar as such information is in the possession and control of the Board, including but not limited to annual financial reports and audits, register of certificated

personnel, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information required by the laws of the State of New Jersey relating to public documents to be divulged.

B. The Association, upon advance request, shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Any dispute concerning costs assessable to the Association under this paragraph shall be resolved by the Association first paying any reasonable amount stated by the Board and thereafter, if necessary, submitting such dispute for resolution by arbitration or any other procedure agreed to by the parties.

C. The Association shall have, in each school building, adequate use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office of the school district for Association notices.

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

E. The Board may, in its sole discretion, from time to time, grant release time to the President of the Association for the performance of duties pertaining to his office upon advance requests made by him therefor.

F. The Board shall permit a faculty representative designated by

the Association in each building to perform his functions during any unassigned period as Association representative in the enforcement of this Agreement, except that such functions shall not interfere with the normal operations of the school district.

ARTICLE V

SCHOOL CALENDAR
AND
TEACHING HOURS

A. The school calendar for the 1970-71 school year shall be as set forth in Appendix "A" to this agreement.

B. The parties shall commence discussion of the school calendar for the school year following that in which this contract is effective no later than October 1, 1970.

C. Teachers shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster.

D. The practice of using a regular teacher as a substitute, thereby depriving him of a preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their nonteaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Such coverage shall be arranged by the Superintendent of Schools or by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school. In pursuance of this policy as a co-operative effort, the Association shall encourage its members, and teachers shall endeavor, to give maximum possible notice of their absences to the Superintendent of Schools.

ARTICLE VI

NONTEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Teachers shall not be required to perform the following duties:
 - a. delivering books to classrooms and/or performing other custodial functions; except that teachers shall be expected to exercise normal and reasonable care in maintaining the appearance and cleanliness of classroom and other school facilities.
 - b. correcting standardized tests used at the direction of the Board or the Administration, except for reading readiness and achievement tests;
 - c. sidewalk and playground supervision;
 - d. collecting money from students except for milk, pictures, insurance, field trip monies, and monies for caps, gowns and graduation rings for the eighth grade.
2. The parties recognize the legal obligation of the Board to transport students to and from school. Therefore, teachers shall, under no circumstances transport students in their automobiles.

ARTICLE VII

GRIEVANCE PROCEDURE

The parties agree to establish and accept the following procedure to pertain to teachers respecting their employment with the Board:

A. Definitions

1. "Grievance" shall mean a wrong believed by an employee to have been suffered by him through unfair or unequitable treatment or through an act or condition which is contrary to established policy or practice governing or affecting employees.

2. "Employee" is any person employed by the Lincoln Park Board of Education for whom the Lincoln Park Education Association is the approved and recognized majority representative pursuant to Chapter 303, Public Laws of 1968.

3. "Aggrieved person" is the employee or employees making a grievance.

4. "Party in interest" is the employee or employees making a grievance and any other person who might be required to take action or against whom action might be taken in order to resolve the grievance.

5. "Association" is the Lincoln Park Education Association.

6. "Board of Education" is the Board of Education of the Borough of Lincoln Park.

B. General Provisions

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees. It is, therefore, agreed that such 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 and that the Association has been given the opportunity to present its views prior to the time such adjustment becomes effective.

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

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

C. Adjustment of Grievances

1. Grievances shall be adjusted in accordance with the following procedures, making use initially of the lowest possible levels:

(a) Level One - An employee with a grievance shall first discuss it directly and personally with the appropriate supervisory officer, either his immediate supervisor, his building principal, or the Superintendent of Schools, with the objective of resolving the matter informally. The employee shall make every reasonable effort to schedule such discussion within thirty days from the occurrence of the act or acts or order or orders

giving rise to the grievance or from the time he learns of such acts or orders whichever shall be later.

(b) Level Two - Step 1 - If a party in interest is not satisfied with the disposition of the grievance at Level One, or if no decision thereon has been rendered within five (5) school days after presentation of the grievance, or if there has been a refusal on the part of a supervisory officer to meet with the aggrieved person and discuss the grievance, such party in interest may present his grievance or complaint in writing to the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner and shall file a copy of such grievance or complaint with the Secretary of the Board of Education. Within two (2) school days after receiving such grievance or complaint from any party in interest, the PR&R Committee shall refer it to the supervisory official to whom the Level One grievance was presented and shall represent the aggrieved person in discussing and attempting to resolve the basis of the grievance. The written grievance or complaint which is referred to such supervisory official shall be detailed and complete in every respect so as to permit a decision thereon based upon total pertinent information.

(c) Level Two - Step 2 - If a party in interest is not satisfied with the disposition of the grievance at Level Two, Step 1, or if no decision thereon has been rendered within five (5) school days after presentation of the grievance or complaint the grievance or complaint may be appealed to the next higher

supervisory authority in turn until it has been reviewed by the Superintendent of Schools. For the purposes of this provision, the sequence of appeal shall be from the immediate supervisor to the building principal to the Superintendent of Schools. Prior to each appeal, the supervisor from whose decision the appeal is to be taken shall be notified of the intention to appeal.

All decisions rendered with respect to Level Two, Step 2 grievances shall be rendered within ten (10) school days from their submission and shall be in writing with a full statement of the reasons upon which such decision was based. All appeals taken from Level Two grievances shall state in full the reasons for such appeal and shall specify in detail any disagreement with the decision from which the appeal is taken. All Level Two grievances shall be discussed and dealt with as informally as possible with a view to achieving a mutually agreeable resolution thereof.

(d) Level Three - If a party in interest is not satisfied with the disposition of the grievance by the Superintendent of Schools, or if no decision thereon has been rendered within ten (10) school days after submission of the matter to the Superintendent of Schools, the grievance or complaint may be appealed to the Board of Education. There shall be submitted to the Secretary of the Board of Education the complete records of the matter thus far accumulated along with the statement in full of the reason for the further appeal and a specification in detail of any disagreement with the Superintendent's decision. The party appealing shall notify the Superintendent of the appeal simultaneously with its filing. The Secretary of

-12-

the Board of Education shall promptly notify the president of the Board and the president shall determine whether to schedule the appeal for an executive session at the next regular meeting or at a special meeting, either of such meetings to be no longer than two weeks after the date of appeal. The employee shall choose whether or not he wishes to be present, and, if the employee is in fact to be present, the president may invite the Superintendent of Schools, the building principal or any other supervisory officer or party in interest to attend such session. The Board of Education shall first review the case and shall decide whether such review will be informal or in the context of a formal hearing and shall so notify parties in interest within three (3) days before the date set for review or hearing. The Board of Education shall render a written decision in the matter within sixteen (16) calendar days of the date of review.

2. Any party in interest may be represented at all stages of the grievance procedure by himself, by an attorney at law or other representative designated by him, or, at his option, by a representative selected or approved by the Association, provided, however, that where the party in interest is a member of the unit of employees represented by the Association, the appearance of such representative other than an attorney designated by him must first be approved by the Association. When an employee is not represented by the Association, the Association shall have the right to present its views at all stages of the grievance procedure before a decision is rendered.

3. No reprisals of any kind shall be taken by the Board of Education or any employee thereof or by the Association or any member or representative thereof against any participant in the grievance procedure or any employee by reason of such person's participation or non-

participation in the grievance procedure.

4. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association through the PR&R Committee may submit such grievance in writing to the Superintendent of Schools and the processing thereof shall commence in this fashion at Level Two, Step 2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Once filed and unless resolved at any level a grievance may not be withdrawn except with the permission of the Personnel Committee of the Board of Education, or such other committee of the Board of Education appointed to deal with such matters.

5. 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.

6. For the purposes of processing grievances all parties in interest shall have access to all relevant and non-confidential material contained in Board files. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

D. 1. No further review of a grievance except for an appeal to the Commissioner of Education shall be considered applicable after the level of the Board, Level Three, unless it pertains to a specific matter or matters encompassed within a written agreement between the Board and the Association.

2. If an aggrieved person or the Association wishes further to appeal respecting matter or matters specifically encompassed in a written agreement between the Board and the Association, the following procedure shall be observed:

(a) Within five (5) days of service of the written decision of the Board upon the aggrieved person or upon the Association, notice in writing shall be filed with the Board Secretary that the aggrieved person or the Association wishes to submit the matter to a referee whose decision shall be advisory and not binding upon any person or the Board unless previously agreed by the Board and the aggrieved person or the Association that such decision shall be binding.

(b) The selection of the referee as aforementioned shall be made in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission pertaining to the selection of arbitrators.

(c) The referee's fees shall be jointly shared by both parties to the grievance, and the referee shall be without power to make any decision contrary to law or outside the scope of the matter or matters submitted to him by previously written agreement.

(d) The referee's decision shall be in writing and shall be rendered within ten (10) days of the conclusion of the hearing or hearings conducted by him.

ARTICLE VIII

SALARIES

A. The salaries of all teachers covered by this agreement shall be as set forth in the following salary guide:

	<u>B.A.</u>	<u>M.A.</u>	<u>M.A. +30</u>
1.	7,350	7,950	8,550
2.	7,650	8,250	9,858
3.	7,950	8,550	9,177
4.	8,250	8,858	9,495
5.	8,550	9,177	9,814
6.	8,958	9,595	10,233
7.	9,277	9,914	10,551
8.	9,595	10,233	10,870
9.	9,914	10,551	11,189
10.	10,233	10,870	11,507
11.	10,551	11,189	11,826
12.	10,870	11,507	12,144
13.	11,189	11,826	12,463
14.	11,507	12,144	12,781

B. Teachers previously in the non-degree category shall be placed at step 13 of the B. A. category.

C. Two-hundred dollars (\$200.00) in addition to the foregoing shall be paid to teachers at step 14 of all categories who were at step 14 of the same category during the preceding contract year.

D. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, or ten (10) equal monthly installments.

E. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June or upon his termination of employment, if earlier.

F. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

G. Teachers shall receive their final checks on the last working day in June.

ARTICLE IX

INSURANCE PROTECTION

A. Effective the beginning of the 1970-71 school year, the Board shall provide and pay (1) the full cost of health care insurance protection for each teacher only to the extent provided by the Blue Cross-Blue Shield program for public employees with major medical and Rider J. coverage and only when the individual teacher elects to be covered by such a program; and (2) one-half the cost of identical coverage for the family of each teacher only when the individual teacher elects such coverage.

B. Effective the beginning of the 1971-72 school year, the Board shall provide and pay the full cost of the health care insurance protection set forth above for each teacher and the family of each teacher only when the individual teacher elects such coverage, provided however, that a teacher may elect individual coverage without family coverage.

ARTICLE X

LONGEVITY PAY

Subject to the following provisions, all teachers shall be entitled to compensation in addition to the salaries heretofore set forth based upon years of continuous service as teachers in the school district administered by the Board, which additional compensation shall be paid as follows:

\$250.00 over guide at the commencement of the 11th year of service

\$300.00 over guide at the commencement of the 16th year of service

\$350.00 over guide at the commencement of the 21st year of service

\$400.00 over guide at the commencement of the 26th year of service

said amounts to be non-cumulative.

The foregoing additional compensation for longevity will not be paid automatically, but will be awarded annually based upon the recommendations of the Superintendent of Schools that the individual teacher concerned is deserving of such additional compensation, which recommendation shall be made by the Superintendent of Schools based upon his evaluation of the quality of professional services rendered to the school district by such teacher.

ARTICLE XI

GRADUATE STUDY

The Board shall re-imburse each teacher for one-half of the cost of tuition payments for part-time or summer graduate studies, provided however, that the term "tuition payments" as used herein shall not include the cost of books, other fees, transportation, room or board and, provided further that such graduate studies be first approved by the Superintendent of Schools. In evaluating such applications for approval the Superintendent shall be guided by the following exclusive criteria:

1. Respecting post-bachelor degree studies leading to a master's degree, that the course or courses to be taken have general merit and will lead to a master's degree of use in the field of education
2. Respecting post-master degree studies leading to a doctoral degree, that the course or courses to be taken are relevant to the field of educational specialty of the applicant; and
3. In all cases, that the course or courses proposed to be taken do not constitute an excessive load which might interfere with the proper performance of the applicant's duties as an employee of the Board.

ARTICLE XII

TEACHER ASSIGNMENT

a. Insofar as may be practicable, all teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming school year not later than the last day of school of the period covered by this Agreement. Insofar as new or additional information is received after the last day of school, the administration of the school system shall not be bound by the foregoing notifications but shall endeavor to work within them consonant with good administrative practices and the best interests of the school system.

B. The Superintendent of Schools shall give tentative notice of assignments to new teachers as soon as practicable and, except in cases of emergency, not later than August 1.

C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten cents (10¢) per mile.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies known to him at that time which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

3. As soon as practicable, and no later than June 1, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. If a teacher's request for transfer has been denied in the first year of such request, the Superintendent of Schools shall endeavor to honor the same request made the following year.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 15.

C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, quality of performance, length of service in the Lincoln Park School District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent of Schools, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him again. The teacher may, at his option, have an Association representative present at such subsequent meeting, and the Superintendent of Schools, at his option, may have a representative of the Board also present.

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of

preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position, i.e., one which, does not involve reduction in rank or in total compensation.

ARTICLE XV

PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as vice principal and principal. All vacancies in promotional positions, including specialists, shall be adequately publicized by the Superintendent of Schools in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address

where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. Nothing contained in the Article or elsewhere in this Agreement shall be construed to prevent or otherwise impair the power of the Superintendent of Schools immediately to fill a vacancy on a temporary or acting basis before placing in operation the procedure established in this Article. Otherwise, no vacancy in a promotional position shall be filled other than in accordance with the foregoing procedure.

C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled on a permanent basis until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and when all other factors are substantially equal length of time in the Lincoln Park School District shall be an important factor. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE XVII

TEACHER EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at the teacher's expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. The Superintendent of Schools may refuse such teacher the opportunity to review his file where the teacher has failed to give at least two days written notice of his desire to do so.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher shall be processed in accordance with the Parent-Student Grievance Procedure of the Board.

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

2. Supervisory reports shall be presented to non-supervisory personnel by the principal periodically in accordance with the follow-

ing procedures:

- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths of the teacher as evidenced during the period since the previous report.
 - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- d. Such supervisory reports are to be provided for non-tenure teachers at least four (4) times each year and for tenure teachers at least twice each year; the first of such reports not later than October 15, and the last not later than March 15.

No documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the provisions of this Article and Article III of this Agreement.

ARTICLE XVIII

NON-TENURE DISMISSAL PROCEDURE

On or before April 30, 1971, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for such salary and benefits as may be required by law or by agreement between the Board and the Association; or
2. A written notice that such employment shall not be offered, provided however, that the Board shall not be obliged to state any reasons for not offering such employment.

ARTICLE XIX

TEACHER FACILITIES

By the beginning of the 1970-71 school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
4. A private pay telephone in each faculty lounge for the exclusive use of teachers, provided such can be obtained without cost to the Board.
5. A serviceable desk, chair, and filing space for the exclusive use of each teacher;
6. A complete and unabridged dictionary in every classroom;
7. Proper rest rooms, separate for each sex, and distant from the students, insofar as is practicable and reasonable.

ARTICLE XX

TEACHER-ADMINISTRATION LIAISON

A. The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to make known to the principal the views of the faculty with respect thereto. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of three (3) teachers in the school buildings.

B. The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XXI

SICK LEAVE

A. As of September 1, 1970, all teachers employed shall be entitled to 10 (ten) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE XXIII

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1970-71 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent of Schools or his designee for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

3. Up to five (5) days at any one time in the event of death or serious illness of a teacher's spouse, child, parent or sibling; and up to three (3) days at any one time in the event of death or serious illness of a teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, person standing in loco parentis to the teacher, and any other member of the teacher's immediate household. Traveling time up to three extra days shall, in the sole discretion of the Superintendent of Schools, be allowed where appropriate in connection with leaves of absence described in this paragraph. In the event of the death of a teacher or student in the Lincoln Park School District, the principal of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he received from the state or federal government.

5. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

C. All provisions of Board Policy relating to temporary leaves of absence, such as those regarding religious holidays, attendance at conferences, etc., in force on the effective date of this agreement are incorporated herein and made a part hereof except as they are inconsistent with the foregoing provisions of this Article.

ARTICLE XXIV

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or wellbeing. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop programs to guarantee the safety of student teachers, and property, provided however, that this paragraph shall in no way limit the power of the Board or its representative to take immediate action to cope with an emergency except that such immediate action shall not affect the working conditions of the teachers for more than one full school day without commencing negotiations with the Association.

B. For the purposes of the Agreement, N.J.S.A. 18A:16-6 and 6.1 shall be construed to include actions before the Commissioner of Education by a person or entity other than the Board against a teacher, provided however, that the Board determines that the action is unmeritorious or otherwise improperly brought.

C. 1. When absence arises out of or from any wrongful assault and/or battery upon a teacher while acting in the discharge of his duties or from injury arising therefrom, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

2. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of a wrongful assault and/or battery suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

3. The Board shall reimburse a teacher for the cost of medical surgical or hospital services incurred as the result of any injury sustained in the course of his employment over and above medical and hospital insurance payments and workmen's compensation payments made for the benefit of the teachers, and any monetary recoveries received by the teacher in any legal proceedings.

D. 1. Teachers shall immediately report all cases of assault and/or battery by them in connection with their employment to their principal or other immediate superior, and shall as soon as possible thereafter follow-up with a written report.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

E. A school nurse shall be scheduled to be in each building for the entire school day.

ARTICLE XXV

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Lincoln Park Education Association, the Morris County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Lincoln Park Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice by August 15 prior to the effective date of such change.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this 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.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Two Hundred (200) copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after this Agreement is signed by all parties. The said printed version shall be in pocket size. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by telegram or letter registered, hand carried, or otherwise personally served, as follows: (1) If by the Association, to the Board through its Secretary at 19 Station Road, Lincoln Park, New Jersey; (2) If by the Board, to the President of the Association.

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1970, and shall continue in effect until August 31, 1971, except as otherwise provided herein, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF

the parties have hereunto caused this Agreement to be duly executed by

their respective presidents, attested by the Board Secretary and the New Jersey Education Association Field Representative all on the day and year first above written.

LINCOLN PARK BOARD OF EDUCATION

By George B. Twardzik
George B. Twardzik, President

Attest: John B. Offaro
Secretary

LINCOLN PARK EDUCATION ASSOCIATION

By Louise L. Bunch
President

Attest: William J. Flynn
NJEA Field Representative

LINCOLN PARK PUBLIC SCHOOLS
Lincoln Park, New Jersey

1970-71 School Calendar

September 8	Tuesday	Teacher Orientation
September 9	Wednesday	Schools Open - Full Day
November 5-6	Thursday & Friday	Schools Closed - N.J.E.A. Convention
November 26-27	Thursday & Friday	Schools Closed - Thanksgiving
December 23	Wednesday	Schools Close at end of day for Christmas Recess
January 4	Monday	Schools Reopen
February 15-19	Monday-Friday	Schools Closed - Mid-winter Recess
February 22	Monday	Schools Reopen
April 8	Thursday	Schools Close at end of day for Easter Recess
April 19	Monday	Schools Reopen
May 31	Monday	Memorial Day - Schools Closed
June 24	Thursday	Final Day of School
June 25	Friday	Teachers' Check Out

Days of Pupil Attendance:

September	16	February	15
October	22	March	23
November	17	April	16
December	17	May	20
January	20	June	<u>18</u>

Total: 184

When emergency closing of schools necessitates adding to the school calendar to meet minimum requirements of 180 school days, these additional school days will be added during Easter vacation. Unused emergency days will be deducted from the calendar at the end of the school year in June. Due to the lateness of Labor Day, this calendar applies only to the 1970-71 school year and establishes no precedent.

Adopted: July 21, 1970