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AND LABOR RELATIONS

OCT 1 1989

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN THE

TEACHERS ASSOCIATION OF PROSPECT PARK

AND THE

PROSPECT PARK BOARD OF EDUCATION

*94 Brown Avenue
Prospect Park, NJ 07508*

1987 - 1990

*District 4270
County 31*

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Teachers' Association of Prospect Park as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified teachers and nurses employed by the Board who shall be referred to as employees within this agreement.

ARTICLE II

NEGOTIATION PROCEDURE

The Prospect Park Board of Education shall not be required to enter negotiations on matters which are predominately matters of educational policy except when those matters impact on terms and conditions of employees' employment.

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment, as may be within the contemplation of the statute. Such negotiations shall begin no later than November 15th. Any agreement so negotiated shall apply to all employees, be in writing, be signed by the Board and the Association, and be adopted by the Board. This Agreement shall be in effect from July 1, 1987 to June 30, 1990.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public pertinent records, data and information of the Prospect Park School District. As soon as practicable, the Board shall permit the Association to examine the tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.

C. Neither party in 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.

D. Should a mutually acceptable amendment to the Agreement concerning terms and conditions of employment be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. In the event an impasse in negotiations is reached, the article(s) causing such impasse shall be referred to the Public Employment Relations Commission of the State of New Jersey.

F. It is recognized by the Board and by the Association that negotiations over a successor Agreement are imperative and essential to the maintaining of proper employer-employee relations.

G. To effect the development of a successor Agreement, the Board and the Association agree to meet on or about October (specific date to be arrived at), in pre-negotiation session, to establish ground rules for meetings to be held on later dates. Decisions to be made at such prenegotiation session(s) will include such items as:

1. Place of meeting
2. Time of meeting
3. Frequency of meeting
4. Length of meeting
5. Procedure for presentation of proposals
6. Agenda presentations
7. Time limits
8. Presentation of new proposals subsequent to initial presentation of proposals.

ARTICLE III
GRIEVANCE PROCEDURE

PURPOSE

The purpose of this procedure is to resolve differences affecting employees at the lowest possible level mutually acceptable by both parties. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A. 1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

2. Aggrieved Person

An "aggrieved person" is a person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Grievance - policies

Grievances will be pursued on different levels. That is to say, grievances that arise out of the violations of the terms and conditions of this Agreement will be subject to advisory arbitration. Grievances that arise over Board policies and administrative decisions will end at the Board level. Therefore, grievances concerning policies will start and end with the Board of Education. Grievances concerning administrative decisions will start with the administrator responsible for the decision and end with the Board.

B. Procedures

1. Time Limits

A grievance under this procedure shall be initiated within ninety (90) calendar days the aggrieved person(s) and the Association knew of the act or condition which is the basis of the complaint.

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, however, may be extended by mutual consent.

2. Year-end grievances

In the event a grievance is filed at such time 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 year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal

An employee with a grievance shall first discuss it with the principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Within five (5) school days of submission of the grievance to the principal, the principal shall hold a meeting at which the aggrieved, his/her representatives, and other parties in interest shall be present.

Within five (5) school days of the hearing, the principal shall render a decision in writing setting forth the decisions and reasons therefore.

4. Level Two - Superintendent

If the aggrieved person(s) or the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent within ten (10) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner.

Within five (5) school days of submission of the grievance to the Superintendent, the Superintendent shall hold a meeting at which the aggrieved, his/her representatives and other parties in interest shall be present.

Within five (5) school days of the hearing the Superintendent may render a decision in writing setting forth the decision and reasons therefore.

5. Level Three - The Board of Education

a. If the aggrieved person(s) or the Association is not satisfied with the disposition of his/her grievance at Level Two, if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or within five (5) days after the hearing was held, whichever is sooner, the aggrieved person(s) or the Association may, within five (5) school days after a decision was made or should have been made at Level Two, submit said grievance to the Board of Education.

b. The Board Grievance Committee shall hold a meeting within ten (10) school days of submission of the grievance at this level.

c. This meeting shall include the Board Grievance Committee, the aggrieved, and or the Association, any parties in interest and their designated representatives. The Board Grievance Committee, the aggrieved, or the Association may request five (5) additional school days in which to obtain additional facts and/or evidence. They may request that a second meeting be held during which the additional facts and/or evidence be placed before them.

d. The decision of the Grievance Committee shall be presented to the Board for action.

6. Level Four - Arbitration

a. If the aggrieved person(s) or the Association is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered by the Board within twenty (20) school days, the aggrieved person(s) or the Association may within ten (10) school days, submit the grievance to arbitration.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a

request for a list of arbitrators may be made to the American Arbitration Association, or Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or Public Employees Relations Commission.

c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only on the parties.

d. In the event that arbitrability of a grievance is at issue between the parties as to terms and conditions of this Agreement, jurisdiction to resolve the issue shall rest solely with the Public Employment Relations Commission.

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

C. Miscellaneous

Unless requested by the grievant, 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.

ARTICLE IV

EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage 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.

B. Whenever any employee is required to appear before the principal, Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all public Board meetings and census data.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he 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 Superintendent shall be notified in writing at least three (3) school days prior to the meeting unless an emergency situation occurs. In cases of emergency, written notification will be given as soon as possible prior to the meeting.

D. The Association shall have the privilege of using school facilities and equipment, at reasonable times, under proper operational supervision, and with approval of the Superintendent.

E. The Association shall have the use of a bulletin board in the faculty lounge.

F. The Association shall have the right to use the school mail facilities.

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 as stated in Article I.

ARTICLE VI

SALARIES

A. The employees' salary guides covered by this Agreement are set forth in Schedule "A" for 1987-90 which is attached hereto and made a part hereof.

a. In addition to the salary schedule listed hereinbefore

as Schedule A, teachers who have been working in public or private schools, as certified teachers, for the specified number of years (the last five (5) of which have been in Prospect Park) shall have their contract salaries increased by the rates specified in these schedules.

Longevity

	1987-88	1988-89	1989-90
Upon completion of:			
15 yrs	\$400	\$500	\$500
25 yrs	\$800	\$1000	\$1000
		\$1500	\$1500
		\$2000	\$2000

b. Should an employee qualify for a higher scale than the one upon which he/she is currently compensated, he/she shall be advanced to the appropriate scale in the month following official notification to the Superintendent.

c. Placement on Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of each school year. Any employee employed prior to the ninety-first (91) teaching day of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any employee who has been employed through the ninetieth (90) teaching day of a given year shall be given full credit for one (1) year of service toward the next increment step upon return to the school district.

B. The physical education director, affirmative action officer, AV Coordinator, detention person, summer school teacher, science coordinator and the student council advisor's salary guide covered by this Agreement is set forth in Schedule "B" which is attached hereto and made a part hereof.

C. Each employee may individually elect to have any amount of his/her monthly salary deducted from his/her pay. These funds shall be deposited, in an account at Horizon Bank and/or The North Jersey Federal Credit Union, provided it can be done at no cost to the Board.

D. Any necessary deductions in pay shall be at the rate of 1/200 of the current contract salary.

E. Each employee may individually elect to have any amount of his/her monthly salary (as allowed by law) deducted from his/her pay. These funds shall be deposited in a Valic Tax-Sheltered Annuity Plan, provided it can be done at no cost to the Board.

ARTICLE VII

INSURANCE PROTECTION

A. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.

B. The Board shall pay the full premium for each employee as stated in Article I including where applicable, family plan coverage. Coverage is to include Blue Cross, Blue Shield, Rider J, and a Major Medical Program under "New Jersey Public and School Employees Health Benefits Plan."

C. Any administrative charges or increased costs to said benefits will also be paid by the Board.

D. The Board shall pay the full premium for a dollar (\$1.00) co-payment prescription drug insurance plan which shall include family plan coverage where applicable.

E. The Board shall provide a usual, customary and reasonable fee dental plan which shall include family plan coverage for 100% payment for preventive and diagnostic benefits, 70% for remaining basic services and 50% for prosthodontic services with no deductible and a maximum of \$1,000.00 per family member per calendar year. In addition, orthodontic coverage shall be provided subject to an \$800.00 maximum per case which is in addition to the \$1,000.00 per family member mentioned hereinabove.

F. Any employee on leave, may elect to pay the cost to the Board to continue receiving all said insurance benefits at group rates.

G. The Board shall have the right to substitute insurance coverage from carriers other than those indicated above, provided that the coverage provided is equal to that provided by the carriers indicated above. Changes in insurance carriers shall be subject to advance approval by the Teachers' Association of Prospect Park, which shall not be unreasonably withheld.

ARTICLE VIII

SICK LEAVE

A. All employees shall be entitled, beginning with the first official day of the school year, to thirteen (13) sick or personal leave days, not less than ten (10) of which shall be for illness nor more than three (3) for personal reasons. Application in writing for personal leave shall be made at least one week 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 he/she is taking it under this section. No personal leave day shall lengthen a vacation or given holiday, except at the discretion of the Superintendent. Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit. Accumulated sick leave days shall not be affected by a leave of absence approved by the Board.

B. A tenured employee who is ill or disabled for a greater number of days than the total number of sick leave days he/she has accumulated as of June 30 of the preceding year, may be granted an additional number of sick leave days equivalent to the amount he/she has accumulated. For such additional days the employee shall be paid one two hundredths (1/200) of his/her annual salary less such sum as is then being paid to substitute employees for daily services.

C. All rights under paragraph B shall terminate at the end of the current school year (June 30) and shall not carry over to a new school year.

D. Deductions of fractional parts of sick leave days will be in accordance with Board Policy No. 4151(b) as adopted on July 15, 1986.

E. Employees shall be eligible upon retirement from employment with the Prospect Park School District, on pensioned retirement or after at least 25 years of teaching in public schools, for payment of unused sick days in excess of 100 days. For those employees with 101 to 150 accumulated sick days, payment shall be \$10.00 per day in excess of 100 days. For those employees with in excess of 150 accumulated sick leave days, payment shall be \$20.00 per day in excess of 150 days.

When notification of retirement is received after January 1 of the year of retirement, the Board reserves the right to delay payment until July 1 of the year following retirement.

ARTICLE IX

LEAVE OF ABSENCE

A. Employees shall be granted the following temporary paid non-accumulative leaves of absence as specified below:

1. Up to four (4) days at the time of death of a member of the immediate family. (Immediate family considered as: father/(in-law); mother/(in-law); spouse; child/(grand); brother/(in-law); sister/(in-law); or any member of the immediate household.)

2. Up to one (1) day at the time of death of a relative outside of the immediate family.

3. Up to one (1) day at the time of death of a close friend.

4. A written request to the Superintendent one week in advance for absence due to recognized government mandates over which the employee has no control. Summons to answer violations of law due to personal reasons, shall not be construed as coming under this heading.

5. A written request to the Superintendent one week in advance to attend academic or professional conventions, to receive academic degrees and/or to visit other schools upon prior approval of the Superintendent.

6. Any employee may request paid leave for religious observances, however, such leave must be taken as personal days as per Article VIII (A).

B. Disability Leaves:

1. An employee who anticipates a disability shall notify the Principal in writing of the anticipated commencement of the disability as soon as the employee knows of it.

2. In the case of pregnancy, the employee shall inform the Principal of the anticipated delivery date.

a. No later than 60 days prior to the anticipated delivery date, the employee shall notify the Board whether she intends to take a disability leave, for which accumulated sick days may be utilized, and/or an unpaid leave for child care as provided for in Section C below.

b. (1) In an application for a disability leave related to pregnancy, the employee shall specify in writing the date on which she wishes to commence leave and the anticipated date on which she expects to return to work after birth. The employee may apply to the Board to reduce or extend the period of leave should such change become medically indicated.

(2) The Board shall grant the requested leave and/or reduction and extensions of such leave where medically indicated. However, the Board may alter the dates for commencement and termination of the requested leave upon a finding that the grant of leave for dates requested would substantially interfere with the administration of the school and provided that the alteration is not medically counter-indicated.

3. Whenever an employee requests disability leave or the Board has reasonable grounds to believe an employee may be disabled, the Board may require the employee to produce a certification from a physician indicating whether the employee is disabled and, if so, how long that disability can be expected to continue. If the employee shall fail to produce such certificate within a reasonable period of time, or if the Board has reasonable grounds to question the certificate submitted, the Board may require the employee to submit to an examination by the Board's physician. Should the opinion of the Board's physician relating to the employee who is disabled, differ from that of the employee's physician, the Board may request the Passaic County Medical Society to appoint an impartial third physician to examine the employee. The cost of the impartial third physician shall be shared equally by the Board and the employee. The opinion of said third physician as to the employee's capacity shall be conclusive and binding on both parties.

4. The Board need not grant or extend the disability leave of any non tenured employee beyond the end of the contract school year in which the leave is obtained.

C. Leaves of Absence Without Pay:

1. Childcare Leave

a. An employee may apply to the Board for an unpaid leave of absence for childcare at least 60 days prior to the commencement of the requested leave of absence.

b. When the childcare leave applied for is to commence at the birth of a child or at the date the employee receives

custody of a child for the purpose of adopting said child, the leave shall terminate at the end of the current school year for a non-tenured teacher, except at the discretion of the Board. For a tenured teacher, the leave may extend for the remainder of the current school year plus the next succeeding school year, if so requested.

c. Any employee eligible for childcare leave may elect to have it commence at a date within 30 months after the birth or within 30 months after the employee receives custody of a child for adoption. In such event, the leave shall have a duration of either one-half or one full school year and shall coincide with a regular semester or school year and shall not extend into a subsequent school year. Application shall be made five (5) months prior to commencement of the leave (on or before April 1 or September 1).

d. Every non-tenure employee on childcare leave shall either be offered a contract of employment for the next succeeding year or a written notice that such employment will not be offered in accordance with N.J.S.A. 18A:27-10 et. seq.

2. Personal Enrichment

a. The Board shall grant a leave of absence without pay for one (1) school year to any employee who has completed ten (10) full school years of service for the purpose of personal enrichment.

b. Said leave shall be granted to only one (1) employee for any given year.

c. Requests for personal leave must be received by the Superintendent in writing no later than March 1, of the school year preceding the school year for which the personal leave is requested. A decision will be made by April 1.

3. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction of initial enlistment, or to the spouse of any employee who is inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zone.

4. Nothing contained herein shall be construed to deny or restrict to any employee the right to apply for a leave of absence for reasons not stated above.

5. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE X

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Force against students may be employed only in accordance with N.J.S.A. 18A:6-1 which presently reads as follows:

No person employed or engaged in a school or educational institution whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment use and apply such amounts of force as is reasonable and necessary.

1. To quell a disturbance, threatening physical injury to others;

2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;

3. For the purpose of self-defense; and

4. For the protection of persons or property;

and such acts, and none of them shall be construed to constitute corporal punishment within the meaning and intendment of this section.

B. Whenever an employee is absent as a result of a personal injury caused by an assault or accident arising out of and in the course of his/her employment, the employee shall not forfeit any sick leave or personal leave, to the extent required by N.J.S.A. 18A:30-2.1.

C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal.

D. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be

dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals as required by law.

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

F. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee occurring in the school, on school premises or on a school sponsored activity, while the employee is on duty; provided that the loss is due to theft, vandalism, negligence or accidental occurrence and is not substantially caused by acts or omissions of the employee which are not reasonable under the circumstances.

ARTICLE XI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. A definition of the duties and responsibilities of the administrator and the employee as pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each employee at the start of the school year.

B. When, in the judgment of an employee, a student is by his behavior seriously disrupting the instructional program to the detriment of the other students, the employee may refer him/her to the principal. If, upon return of the pupil to the classroom the behavioral problem continues, the employee may refer the pupil to the principal for further disciplinary action. In such cases, the principal shall arrange as soon as possible a conference with himself, the employee and possibly an appropriate specialist to discuss the problem and appropriate steps for its resolution.

ARTICLE XII

EMPLOYEE HOURS AND TEACHING LOAD

A. Employee day - The employee day shall be as follows:

1. Regular School Day

a. Employees shall arrive at school five (5) minutes before student arrival time.

b. Employees shall be in their rooms or other stations at the student arrival time.

c. The instruction day shall not exceed five (5) hours and twenty-five (25) minutes.

d. Employees may depart after being in school five (5) hours and fifty-five (55) minutes, exclusive of the designated lunch hour. On Fridays, and days preceding holidays, employees may depart at the close of the students' day.

e. The Board agrees that employees shall continue to have a daily duty-free lunch period of not less than forty (40) minutes. No employee shall be required, requested, or directed to supervise, coordinate, assist, or participate in the school lunch program.

2. Long Session Day

a. Employee arrival time shall be the same as on a regular school day.

b. The instruction day shall not exceed four (4) hours and ten (10) minutes.

c. Employees shall have a lunch period of not less than forty (40) minutes.

d. (1) On days preceding holidays, on long-session Fridays and Back-to-School Night, employees may depart at the close of the students' day (four (4) hours and twenty (20) minutes after arrival). There shall be no long session day prior to a holiday when school is closed during the two calendar days immediately preceding the holiday.

(2) During the first official school day when school is opened for students, the classroom instruction day shall not exceed four (4) hours and ten (10) minutes and employees may depart after being in school five (5) hours and twenty-two (22) minutes exclusive of the designated lunch hour.

(3) On workshop and other such long session days employees may depart after being in school six (6) hours and thirty (30) minutes exclusive of the designated lunch hour.

B. The Board agrees that preparation time is time that all employees shall be granted on a weekly basis.

The Board shall make every reasonable effort to obtain substitutes for all employees. The practice of using another employee as a substitute thereby depriving the employee of his/her preparation period, and, the combining of two or more classes for the day or major part thereof, is undesirable and shall be discouraged.

All full time employees will be guaranteed one hundred twenty (120) minutes of preparation time per full week.

C. When specialists are hired and given responsibility for teaching the class, then those specialists shall have sole supervisory responsibility for that class.

D. Meetings

1. Faculty Meetings - Employees may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings. Such faculty meetings shall be announced at least five (5) days prior to their occurrence and shall be held on the same day of the week. They shall begin no later than ten (10) minutes after student dismissal nor before every teacher is in attendance. Faculty meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or any day immediately preceding any holiday.

The Superintendent reserves the right to call a meeting at any time in the event of an emergency.

2. Other Meetings

a. Employees may be required to serve on curriculum and/or ad hoc committees for no more than twenty-five (25) hours per school year. For any additional time required, released time will be granted to the affected teacher.

b. There will be no more than three (3) curriculum or ad hoc meetings per month and each no longer than seventy-five (75) minutes per meeting, except by mutual consent of all parties concerned.

c. 1. The Superintendent shall publish by the 15th of the preceding month, a schedule which shall indicate the day of the week and dates on which curriculum and/or ad hoc meetings (three (3) per month) will be held for the following month. All meetings shall be scheduled for the same day of the week, except by mutual consent of all parties concerned. The day of the week may be changed month to month.

2. Such meetings shall not be scheduled during the same week as Parent Conferences or Back-to-School Night and every reasonable effort shall be made to schedule meetings at times which do not impact on other employee duties.

3. Once scheduled, curriculum and/or ad hoc meetings subsequently cancelled, except for illness and acts of God, shall not be rescheduled, but shall be deducted from the total twenty-five (25) hours of a particular employee's curriculum and/or ad hoc meetings obligation.

d. No employee shall be requested or required to serve on any curriculum or ad hoc committee more than twice in any given five consecutive school year period.

E. The Board will present the school calendar to the Teachers' Association of Prospect Park prior to its adoption and will consider suggestions. However, the school calendar is a management prerogative and is not negotiable.

ARTICLE XIII

VACANCIES

A. The Superintendent shall post on the employees' bulletin board any vacancy and/or newly created position for which employees may be qualified.

1. The date of notification shall be such as to provide an adequate time for submission of applications.

2. All qualified employees may apply.

3. Summer notification shall be through the telephone system used for school closing during the year.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

A. Purpose

In a rapidly changing society, employees should constantly review curricular content, teaching methods and materials, educational philosophies, and objectives. The Board recognizes that it shares with its professional staff responsibility for the updating of employee performance, ideas and attitudes.

B. Program

The Board agrees to pay the full cost of tuition for up to nine (9) credits per employee, per school year in connection with any approved courses which an employee satisfactorily completes relating to the employee's field of work. Such courses are subject to approval by the Superintendent a minimum of one (1) week prior to the first scheduled course session unless an emergency occurs.

C. Reimbursement

1. Reimbursement shall be limited to the New Jersey State College cost per graduate credit.

2. Only tenured employees will be eligible for reimbursement under this article upon satisfactory completion of the course(s) with final grade(s) of C or better or Pass (if a Pass/Fail course).

ARTICLE XV

ADVISORY COMMITTEE

A. Purpose

The purpose of the Advisory Committee shall be to strengthen the education program and existing conditions of the Prospect Park School(s) by providing a channel for the exchange of information and recommendations by the Board and the Association. The Committee may consider any matters regarding the effective operation of the Prospect Park School District.

B. Membership

The Advisory Committee shall consist of three (3) representatives each from the Board and the Association.

ARTICLE XVI

REPRESENTATION FEE

A. If a bargaining unit member does not become a member of the Association during any membership year (which is hereby defined as each successive twelve (12) month period, which shall commence on September 1, and shall end on August 31,) which is covered in whole or in part by this Agreement, said employee will be required to pay a fee to the Association for that membership year.

If during the course of any year a new bargaining unit member is hired, his/her fee for that first year shall be prorated on a monthly basis against the annual fee using the month immediately following the month during which he/she is hired as the first month for the calculation.

The purpose of this fee is to offset the cost of services rendered by the Association in promoting the interests of all employees in the collective negotiations. The fee shall not be computed on Association's expenditures relating to partisan political activities, and/or causes only incidentally related to the terms and conditions of employment.

B. Prior to September 1st of each year the Association will provide a written certification of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. In no

event shall the fee paid by non-members exceed eighty-five (85%) percent of the membership dues payable by Association members.

The aforesaid certification shall further provide that the representation fee to be assessed to non-members does not include any amount of dues, fees and assessments that are expended for:

1. Partisan, political activities or causes that are only incidental to the terms and conditions of employment; and

2. Benefits available only to the members of the majority representative.

C. Prior to September 1st of each year, the Treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee from all non-members employed on or before September 1st from the first paycheck due in October and shall transmit this sum to said Treasurer.

If an employee hired after September 1st does not become a member of the Association, the Board will commence deducting the representation fee from the next paycheck of said non-member due thirty (30) days following certification from the Association Treasurer of the pro-rated amount being assessed pursuant to paragraph "A" above.

D. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of his representation fee shall be deducted from his final paycheck. As near as possible the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

E. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, assignment and home phone.

F. The Association shall establish and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

An updated copy of said demand and return system plan shall be filed with the Board Secretary on September 1, of each year.

G. The Association agrees to indemnify and hold the employer harmless from any and all claims, demands, causes of action and other form of liability, to include but not be limited to all counsel fees and costs incurred by the employer which may arise out of any action taken or not taken by the employer in connection with this Article.

ARTICLE XVII

LESS THAN FULL TIME TEACHING

All benefits shall be provided to less than full time employees on a pro-rated basis to the extent permitted by law. This shall apply to sick leave, salary, personal leave, funeral leave. This shall only apply to part time employees hired after December 4, 1985.

ARTICLE XVIII

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 and applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual employee, 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. No religious test shall be required as a qualification for employment in any capacity in the public school system of the state or any school or educational institution supported wholly or in part with state funds and no inquiry in regard to his/her religion shall be made of a person proposed for or seeking such employment and any person violating the provisions of this section shall be guilty of a misdemeanor.

No discrimination based on sex shall be made in the formulation of the scale of wages, compensation, appointment, assignment, promotion, transfer, resignation, dismissal, or other matters pertaining to the employment of employees in any school, state college, college, university, or other educational institution, in this state, supported in whole or in part by public funds unless it is open to members of one sex only, in which case employees of that sex may be employed exclusively.

D. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or employed hereafter by the Board.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, a written communication, or certified letter at the following addresses:

1. If by the Association, to Board of Education, 94 Brown Avenue, Prospect Park, New Jersey 07508

2. If by the Board, to Teachers' Association of Prospect Park, 94 Brown Avenue, Prospect Park, New Jersey 07508.

ARTICLE XIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate over a successor Agreement as provided. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

TEACHERS' ASSN. OF PROSPECT PARK

Clara B. Mulla

PRESIDENT

Maurice Toscani

SECRETARY

BD. OF EDUCATION OF PROSPECT
PARK

Albert Dumont

PRESIDENT

John Graber

SECRETARY

SEAL

SEAL

SCHEDULE A
SALARY GUIDE 1987-88

<u>STEP</u>	<u>B. A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
1	19,600	20,950	22,275	24,950
2	20,000	21,350	22,675	25,350
3	20,400	21,750	23,075	25,750
4	20,800	22,150	23,475	26,150
5	21,200	22,550	23,875	26,550
6	21,600	22,950	24,275	26,950
7	22,000	23,350	24,675	27,350
8	22,400	23,750	25,075	27,750
9	23,750	25,100	26,425	29,100
10	25,950	27,300	28,625	31,300
11	26,950	28,300	29,625	32,300
12	29,225	30,575	31,900	34,575
13	32,800	34,150	35,475	38,150

SCHEDULE A
SALARY GUIDE 1988-89

<u>STEP</u>	<u>B. A.</u>	<u>B.A.+30</u>	<u>M. A.</u>	<u>M.A.+30</u>
1	20,200	21,550	22,875	25,550
2	20,700	22,050	23,375	26,050
3	21,200	22,550	23,875	26,550
4	21,700	23,050	24,375	27,050
5	22,200	23,550	24,875	27,550
6	22,700	24,050	25,375	28,050
7	23,200	24,550	25,875	28,550
8	23,700	25,050	26,375	29,050
9	25,520	26,870	28,195	30,870
10	27,345	28,695	30,020	32,695
11	29,605	30,955	32,280	34,955
12	31,650	33,000	34,325	37,000
13	34,800	36,150	37,475	40,150

SCHEDULE A
SALARY GUIDE 1989-90

<u>STEP</u>	<u>B. A.</u>	<u>B.A.+30</u>	<u>M. A.</u>	<u>M.A.+30</u>
1	21,200	22,550	23,875	26,550
2	21,800	23,150	24,475	27,150
3	22,400	23,750	25,075	27,750
4	23,000	24,350	25,675	28,350
5	23,600	24,950	26,275	28,950
6	24,200	25,550	26,875	29,550
7	24,800	26,150	27,475	30,150
8	25,400	26,750	28,075	30,750
9	27,600	28,950	30,275	32,950
10	29,825	31,175	32,500	35,175
11	32,050	33,400	34,725	37,400
12	34,665	36,015	37,340	40,015
13	37,285	38,635	39,960	42,635

SCHEDULE B
1987-90

The following salaries are hereby agreed to
for the 1987-88, 1988-89 and 1990-90 year of the contract.

<u>TITLE</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Phys. Ed. Dir.	6 3/4%	6 3/4%	6 3/4%
Student Council Adv.	\$850	\$900	\$950
Affirmative Action	300	300	300
AV Coordinator	400	400	450
Science Coord.	400	400	450
Detention Person	750	750	850
Summer School Teacher	900 (July 88)	900 (July 89)	1000 (July 90)