

ELMWOOD PARK BOARD OF EDUCATION

WITH

ELMWOOD PARK EDUCATION ASSOCIATION

AGREEMENT

1987-1988
1988-1989

Dated: December 22, 1987

OFFICE OF THE SUPERINTENDENT

Distributed through Office of Superintendent

JAN 7 1988

x July 1, 1987 - June 30, 1989

PREAMBLE

WHEREAS, the Board of Education of the Borough of Elmwood Park, New Jersey, hereinafter called the Board, and the Elmwood Park Education Association, hereinafter called Association, having entered into negotiations in accordance with N.J.S.A. Title 34, Chapter 13A; L. 1941, Ch. 100; as last amended, and having reached an agreement on the terms of employment.

And in accordance with law hereby embody its agreement, terms and conditions of employment as follows:

THIS AGREEMENT entered into this 22nd day of December, 1987, by and between BOARD OF EDUCATION OF THE BOROUGH OF ELMWOOD PARK, NEW JERSEY, hereinafter called the Board, and ELMWOOD PARK EDUCATION ASSOCIATION, hereinafter called Association.

DURATION: This agreement shall be for a two-year period commencing July 1, 1987 through June 30, 1989.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative (as defined in Chapter 303 and 123 of the Laws of New Jersey) for collective negotiations concerning grievances and terms and conditions of employment for the following personnel under contract or leave, all certified personnel including:

1. Teachers.
2. School Nurses, Guidance Counselors.
3. School Librarians and/or Media Specialists.
4. Learning Disabilities Teacher Consultant, School Psychologist, School Social Worker, and Speech Correctionist.

B. All other persons, positions, and units not specifically defined above are excluded.

C. In this Agreement the term "Teachers" as used throughout shall refer to all personnel listed under A. 1, 2, 3, and 4 of Article I unless specifically designated otherwise.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the law governing such negotiations. (Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.)

B. 1. Representatives of the Board and the Association's negotiations committee shall meet by mutual agreement for the purpose of reviewing the administration of the agreement, and to resolve problems that may arise.

2. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

3. Should a mutually acceptable amendment to this Agreement 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.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. The term "grievance" means a complaint by any teacher or group of teachers (as defined in the recognition clause) that is to him or them, there has been a wrong application, interpretation, or violation of Board policy, this Agreement, and/or administrative decision affecting him or them.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance:

(a) The failure or refusal of the Board to renew a contract of a non-tenure employee.

(b) Dismissal for cause.

(c) Reduction in force of teaching personnel.

3. An established past practice shall be enforceable under the terms of this Agreement.

An established past practice must satisfy three (3) standards. They are:

(a) It must be unequivocal and regularly and uniformly granted.

(b) It must be clearly enunciated and freely and openly allowed.

(c) It must be readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both the Association and the Board.

4. The term "teacher" shall mean any individual governed by Article I.

ARTICLE III

GRIEVANCE PROCEDURE

(continued)

5. The term "representative" shall include the organization designated herein as the Association, or any person authorized by law and designated by any employee or group of employees or by the Board to act on his, its or their behalf and to represent it or them.

6. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible.

7. The term "party" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, a decision as to the grievance. Both parties agree that these procedures 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 rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention by the Association provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and state its views.

C. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all steps in the 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 may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible; otherwise, a grievance, if left unresolved by the end of the school year, shall be adjusted in the following school year.

ARTICLE III

GRIEVANCE PROCEDURE

(continued)

3. Any aggrieved employee shall institute action under the provisions hereof within thirty calendar days of the occurrence complained of, or within thirty calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty-day period shall be deemed to constitute an abandonment of the grievance.

4. Level One: A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One and his principal has completed the grievance form, or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Elmwood Park Education Association (hereinafter referred to as the Association) within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

6. Level Three. (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision is rendered within ten school days after the grievance was delivered to the Superintendent, he may, within five school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education (hereinafter referred to as the Board).

(b) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten school days after the grievance was delivered to the Board, he may, within five school days after a decision by the Board or fifteen school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt of a request by the aggrieved person.

ARTICLE III

GRIEVANCE PROCEDURE (continued)

(c) Within ten 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 commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

(d) The arbitrator so elected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than twenty days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator shall decide the issue of arbitrability within the current law of New Jersey. The arbitrator's decision shall be in writing and shall set forth his findings and conclusions on the issue submitted. The arbitrator shall be without authority or power to make any decision which will require the commission of an act prohibited by law or which is violative of the terms of this Agreement, or which concerns any matter which is not mandatory or permissible matters for arbitration. The decision of the arbitrator shall be submitted to the Board and the Association and shall be non-binding as to monetary, economic matters and binding as to non-economic, non-monetary matters on both parties.

(e) The Board shall implement the decision of the arbitrator on a grievance involving a non-economic or non-monetary matter within twenty (20) days after the decision by the arbitrator is submitted or five (5) days after the next regular scheduled meeting of the Board, whichever is longer.

(f) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties.

ARTICLE III
GRIEVANCE PROCEDURE
(Continued)

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected/approved by the Association, or authorized by law. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

2. Any employee, his representative, and members of the Board of Education, its agents, servants, employees, and representatives, processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the Association.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed and kept in a separate file on all the participants.

3. 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.

4. All meetings and hearings under this procedure shall not be conducted in public unless requested by either party and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

5. In the event there is an expansion, reduction, or modification of the subject matters deemed grievable by act of law the parties will be bound by such expansion, reduction, or modification in the utilization of the grievance procedure.

ARTICLE IV

TEACHERS' RIGHTS

A. No teacher shall be disciplined, reprimanded, reduced in rank, 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. However, this section shall not apply to withholding of an increment.

B. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member 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 a representative of the Association present to advise him and represent him during such meeting or interview. This section shall not apply to the appearances before the Superintendent or any committee of the Board which deals with subjects of any educational nature. This section only applies to disciplinary meetings.

C. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. In the event that a teacher is questioned regarding any grade, he shall meet with the building principal to discuss the matter. If, after this meeting there is a disagreement regarding the validity of a grade change, the Superintendent shall meet with the teacher and principal. The Superintendent shall have the right, after consultation with the parties, to adjust a grade or make alternate suggestions for remedy to the matter. If the Superintendent determines that the grades shall be changed, he will give written reasons for such change to the teacher involved.

D. The notice of an agenda for any meeting shall be given to the teachers involved at least one school day prior to the meetings, except in an emergency. Teachers shall have an opportunity to suggest items for the agenda.

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

ARTICLE V

RIGHTS AND PRIVILEGES

A. Association Rights and Privileges

1. The Board agrees to furnish to the Association, for copying, all information available to the public, a register of certificated personnel, together with information which may be necessary for the Association to process any grievance or complaint with the permission of the teacher involved.

2. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, or grievance proceedings, he shall suffer no loss in pay.

3. The Association and its representatives may use school buildings at all reasonable hours for meetings with prior approval of the principal of the building.

4. The Association may use school facilities and equipment, including typewriters, mimeographing machines and other duplicating equipment, calculating machines at reasonable times when such equipment is not otherwise in use. However, the prior approval of the principal or his designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

5. The Association may have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Board must first approve the size of such board.

6. The Superintendent of Schools shall include an officer of the Association chosen by the Association in the organization of any advisory committee representative of all school buildings and staff members in the planning of in-service programs, to assist him, the Board, or any Committee or member thereof.

7. The Association may have the right to use the inter-school mail facilities and the school mail boxes as it deems necessary, provided, it does not interfere with the operation of the school.

8. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey school laws or other applicable laws and regulations.

ARTICLE V

RIGHTS AND PRIVILEGES
(continued)

B. Board Rights and Privileges

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it by law or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but not limited to the following:

- (a) To the management and administrative control of the operation of the District and its properties and facilities and the activities of its employees;
- (b) To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause;
- (d) To determine curricula, grades, courses, athletic and recreational programs, methods of instruction and materials used for instruction;
- (e) To determine the methods, means, and personnel by which District operations are conducted;
- (f) To determine the content of job qualifications and duties as allowed by law or regulation;
- (g) To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.
- (h) To determine the length of the pupil school day and the pupil school year.

2. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement and Chapter 122 and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny, limit, or restrict the Board of Education in regard to any rights it may have pursuant to New Jersey Statute or any applicable regulation.

ARTICLE VI

SALARIES

A. The salaries of all teachers covered by this Agreement for the school year, 1987-1988, are set forth in Schedule A, which is attached hereto and made a part hereof.

B. The salaries of all teachers covered by this Agreement for the school year, 1988-1989, are set forth in Schedule B, which is attached hereto and made a part hereof.

C. 1. Teachers employed on a ten-month basis shall be paid in twenty equal semi-monthly installments on the 15th and 30th of the month.

2. Guidance Counselors and members of the Child Study Team (Learning Disabilities Teacher-Consultant, School Psychologist, and School Social Workers), shall be employed for an additional one month period during the months of July and August. Scheduling for said additional month employment shall be completed by the Superintendent no later than May 1st of the preceding school year.

Guidance Counselors and members of the Child Study Team employed for an additional one month shall be paid, as additional compensation, one-tenth (1-10th) of base salary. It is specifically agreed that the additional one month work period shall be equal to twenty (20) work days.

3. Teachers may individually select to have ten percent of their monthly salary deducted from their pay and deposited in the South Bergen Federal Credit Union, 61-63 Morris Avenue, P.O. Box 147, Garfield, New Jersey 07026. Participants in this program must notify the Board Secretary in writing on or before August 31 of each school year for continuing employees and on or before September 30 for new employees and remain in the program for a minimum of one school year.

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

D. Teachers may volunteer for substitute assignments during unassigned or free periods and any teacher within the system so volunteering shall be paid \$11.00 per 30-minute period or \$17.00 per 45- to 60-minute period.

E. All high school Guidance Counselors shall receive a stipend of \$993.00 for school year 1987-1988 and a stipend of \$1,092.00 for school year 1988-1989 which stipend shall be in addition to their respective step on the teachers salary guide. These personnel shall have the following working condition stipulations different from other unit personnel:

1. Work year shall be September 1 to June 30 exclusive of vacation periods which are enjoyed by other unit personnel.

2. Working day shall be the same as other unit personnel with the inclusion and the requirement of a 60-minute duty-free lunch, to work an additional 30 minutes at the end of the day.

F. The Resource Room Coordinator shall receive an additional stipend of \$993.00 for the school year 1987-1988 and an additional stipend of \$1,092.00 for the school year 1988-1989. This person shall have the following working condition stipulation different from other unit personnel:

1. Work year shall be September 1 to June 30 exclusive of vacation periods which are enjoyed by other unit personnel.

G. The high school Librarian Media Specialist shall receive an additional stipend of \$993.00 for the school year 1987-1988, and a stipend of \$1,092.00 for the school year 1988-1989 which stipend shall be in addition to their respective step on the teachers salary guide. This person shall have the following working condition stipulation different from other unit personnel:

1. Work year shall be September 1 to June 30 exclusive of vacation periods which are enjoyed by other unit personnel.

H. Whenever any employee in the performance of duty is required to utilize his/her automobile outside the district, such employee shall be reimbursed at the rate established by Board policy.

I. The stipends for all coaching positions shall be increased by 20% for the 1987-1988 school year and by 20% for the 1988-1989 school year, as attached.

J. The stipends for all currently compensated non-coaching extra-curricular positions shall be increased by 8.5% for the 1987-1988 school year and by 10% for the 1988-1989 school year, as attached.

In addition to the previously compensated positions, for the 1987-1988 and 1988-1989 school years, the following positions will be compensated as follows:

	<u>1987-1988</u>	<u>1988-1989</u>
9th Grade Class Advisor	250.00	300.00
10th Grade Class Advisor	250.00	300.00
11th Grade Class Advisor	300.00	400.00
12th Grade Class Advisor	300.00	400.00
National Honor Society	250.00	300.00
Foreign Language Honor Society	250.00	300.00
Sr. High School Student Congress	250.00	300.00

- K. All teachers shall be employed on a voluntary, as needed basis, for work during the months of July and August. Salary for said additional employment shall be pro-rated on a per diem basis of the teacher's base salary for the ensuing school year.

SCHEDULE A
SALARY GUIDES
1987-1988

<u>STEP</u>	<u>B.A.</u>	<u>B.A. + 15</u>	<u>B.A. + 30</u>	<u>M.A.</u>	<u>M.A. + 30</u>
1	\$20,080.00	\$20,580.00	\$20,894.00	\$21,401.00	\$23,582.00
2	20,750.00	21,250.00	21,644.00	22,110.00	24,263.00
3	21,468.00	21,968.00	22,403.00	22,863.00	24,994.00
4	22,443.00	22,943.00	23,425.00	23,914.00	26,236.00
5	23,179.00	23,679.00	24,158.00	24,889.00	27,093.00
6	23,914.00	24,414.00	24,889.00	25,767.00	27,951.00
7	24,791.00	25,291.00	25,629.00	26,853.00	28,934.00
8	25,382.00	25,882.00	26,361.00	27,828.00	29,914.00
9	26,116.00	26,616.00	27,092.00	28,807.00	30,893.00
10	26,974.00	27,474.00	27,951.00	29,785.00	31,867.00
11	27,828.00	28,328.00	28,807.00	30,767.00	32,846.00
12	28,686.00	29,186.00	29,663.00	31,742.00	33,828.00
13	29,543.00	30,043.00	30,519.00	32,724.00	34,802.00
14	31,085.00	31,574.00	31,969.00	34,558.00	36,513.00
15	33,716.00	34,216.00	34,670.00	37,467.00	39,578.00

Longevity shall be paid to qualifying teachers in addition to the above salary schedule at a rate set forth below for years of service to the Elmwood Park School District.

The years of service will be computed on the basis of June 30 of each preceding school year only.

The schedule shall be as follows:

- Completion of 15 years of service - \$400 annually.
- Completion of 16 years of service - \$500 annually.
- Completion of 17 years of service - \$500 annually.
- Completion of 18 years of service - \$500 annually.
- Completion of 19 years of service - \$500 annually.
- Completion of 20 years of service - \$500 annually.
- Completion of 21 years of service - \$600 annually.
- Beyond 21 years of service - \$600 annually.

It is expressly understood that the said longevity is for the 1987-1988 school year only and is not a continuing obligation of the Elmwood Park Board of Education.

SCHEDULE B

**ELMWOOD PARK PUBLIC SCHOOLS
TEACHERS SALARY GUIDE**

1988-1989

<u>STEP</u>	<u>B.A.</u>	<u>B.A. + 15</u>	<u>B.A. + 30</u>	<u>M.A.</u>	<u>M.A. + 30</u>
1	\$21,569.00	\$22,109.00	\$22,497.00	\$22,996.00	\$25,351.00
2	22,299.00	22,839.00	23,265.00	23,768.00	26,094.00
3	23,075.00	23,615.00	24,085.00	24,582.00	26,883.00
4	24,128.00	24,668.00	25,188.00	25,717.00	28,224.00
5	24,923.00	25,463.00	25,980.00	26,770.00	29,150.00
6	25,717.00	26,527.00	26,770.00	27,826.00	30,077.00
7	26,664.00	27,203.00	27,569.00	28,891.00	31,246.00
8	27,302.00	27,842.00	28,359.00	29,944.00	32,197.00
9	28,095.00	28,635.00	29,149.00	31,001.00	33,253.00
10	29,021.00	29,561.00	30,077.00	32,057.00	34,306.00
11	29,944.00	30,484.00	31,001.00	33,118.00	35,363.00
12	30,870.00	31,410.00	31,926.00	34,171.00	36,424.00
13	31,796.00	32,336.00	32,850.00	35,231.00	37,476.00
14	33,449.00	33,989.00	34,404.00	37,200.00	39,312.00
15	36,374.00	36,914.00	37,405.00	40,425.00	42,712.00

Longevity shall be paid to qualifying teachers in addition to the above salary schedule at a rate set forth below for years of service to the Elmwood Park School District.

The years of service will be computed on the basis of June 30 of each preceding school year only.

The schedule shall be as follows:

Completion of 15 years of service - \$400 annually.
 Completion of 16 years of service - \$500 annually.
 Completion of 17 years of service - \$500 annually.
 Completion of 18 years of service - \$500 annually.
 Completion of 19 years of service - \$500 annually.
 Completion of 20 years of service - \$500 annually.
 Completion of 21 years of service - \$600 annually.
 Beyond 21 years of service - \$600 annually

It is expressly understood that the said longevity is for the 1988-1989 school year only and is not a continuing obligation of the Elmwood Park Board of Education.

PREMIUM LANGUAGE FOR 1987/1988 and 1988/1989

NOTE: The Board of Education reserves its right to withhold any employment or adjustment increment for inefficiency or other good cause in accordance with R. S. 18A:29-14 and any applicable Board Policy.

"For the 1987-1988 and 1988-1989 school years only, all personnel who were at Step (15) of the 1983-1984 Teachers' Salary Guide shall receive above their base pay, a premium for the 1987-1988 and 1988-1989 school years only. Such premium shall be computed on the basis of years completed as of June 30, 1987. It is expressly understood that the said premium is for the 1987-1988 and 1988-1989 school years only, and is not a continuing obligation of the Board."

COMPLETION OF:

1	15 years	-	\$300.00
16	20 years	-	\$400.00
21 or over		-	\$500.00

NOTE: Years of service will be computed on basis of June 30 of each preceding school year.

The above stated "premium language" shall continue to be applied to all personnel employed prior to the 1981/1982 school year. For employees hired in 1981/1982 and thereafter, the "premium" shall be interpreted as "longevity" and shall be applicable to those personnel who complete 15 years of actual service in Elmwood Park.

ARTICLE VII

SICK LEAVE

A. As of September 1 of each school year, teachers employed shall be entitled to ten sick leave days each school year as of the first official day of said school year.

B. ~~Teacher with 20 years or more of~~ actual teaching in Elmwood Park will be entitled to a total of 12 sick days each school year as of the first official day of said school year, pro-rated at a rate of one day per month. The 12 days include ten days in Section A.

C. ~~Guidance Counselors and members of the Child Study Team who are employed for an additional one month period~~ during the months of July and August (as provided for in ~~Article VI~~ hereof) shall be entitled to one additional sick day.

D. Unused sick leave days shall be accumulated from year to year with no maximum limit.

E. Upon the voluntary retirement of an employee, an employee shall be paid for 50% of all accumulated sick leave accumulated while employed in the Elmwood Park School System. The rate of pay for such sick leave shall be according to the per diem rate that the said employee was earning at the time he accumulated sick days, i.e. for 50% of days accumulated in 1975-1976, he is to be paid on retirement the per diem rate for 1975-1976. In the event that for the days accumulated prior to 1976-1977 school year, it is impossible to determine in which years the days were accumulated, the employee shall be paid at the per diem rate for 1975-1976 school year.

1. Employees who give notice of their retirement prior to December 31 of the school year, which precedes the next school year in which the retirement will become effective shall receive their unused sick leave compensation no later than July 1 of the year of retirement.

2. For employees who do not give the notice of their retirement in the previous school year, such employees shall receive their unused sick leave compensation no later than October 1 of the year of their retirement.

F. Teacher shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

G. In the event of the death of an employee while employed in the district, any unused sick-day compensation which the employee would have been entitled to upon his retirement, shall be paid over to a designated beneficiary. If the employee fails to designate a beneficiary, said payment shall be made to the estate of the deceased employee.

H. If any employee uses two or less sick days in any one school year, said employee shall, in addition to the rights secured pursuant to this Article, be paid an incentive pay equal to one day of salary. Said payment to be made as soon as possible at the end of the school year.

ARTICLE VIII

TEMPORARY LEAVE OF ABSENCE

A. Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. (a) One day leave of absence for the personal, legal, business, household, or family matters which require absence during school hours. Application in writing to the teacher's principal or other immediate superior for personal leave shall be made at least two days before taking such leave (except in the case of emergency) 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. In the case of any emergency leave, a reason will be required upon his return. No day under this section may be taken before or after any day school is closed, due to a holiday.

(b) Any teacher who shall not use their one day leave of absence, as provided for in Article VIII. 1. (a), shall receive an additional compensation of one day's salary. Payment shall be made as soon as reasonably possible after the end of the school year.

2. Up to two days for one representative of the Association to attend conferences and conventions of county, state, and nationally affiliated organizations. Said representative of the Association may be compensated for said two days upon prior approval of the Board of Education

3. Time necessary for appearances in any legal proceeding connected with the teacher's actual employment in Elmwood Park or any legal proceeding regarding the Elmwood Park School system provided that the teacher is required by law to attend and further provided that the teacher or a fellow teacher is not the party that initiated the law suit. It is further agreed that the teacher shall not be compensated for waiting time at the legal proceeding but only for the actual time it took to present his testimony.

4. Up to five consecutive work days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law, and any other relative of the immediate household.

5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, not to exceed two weeks, provided such obligations cannot be fulfilled on days when schools are not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or federal government.

ARTICLE VIII

TEMPORARY LEAVE OF ABSENCE
(continued)

6. Other leaves of absences with pay may be granted by the Board for good reason, past practice shall not be resorted to. Each case is to be on its own merits.

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

1. Personal days shall be taken as whole days only.

2. Sick days: Teacher shall be allowed two (2) half sick days. Any partial day taken thereafter shall be charged as a full day.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

A. A leave of absence, without pay, of up to two years shall be granted to any teacher who joins the National Teacher Corps. or serves as an exchange teacher and is a full time participant in either of such programs, or accepts a Fulbright Scholarship. This is limited to one teacher a year and for tenure teachers only.

B. Military leave, without pay, shall be granted to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said induction and three months thereafter or three months after recovery of any wound or sickness at time of discharge.

Upon returning from a leave of absence granted pursuant to Sections A or B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that the time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure.

C. Maternity leave -- as per law.

D. Other leave of absence, without pay, may be granted by the Board for good reasons.

E. 1. Upon return from leave granted pursuant to Section "A" or "B" of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive salary step advancement on the guide for the time spent on a leave granted pursuant to Sections "C" or "D" of this Article, nor shall such time count toward fulfillment of the time requirements for acquiring tenure.

2. A teacher shall be entitled to all benefits under this Contract and also unused accumulated sick leave and credits toward sabbatical eligibility which shall be restored to him/her upon his/her return and he/she shall be given consideration to be assigned to the same or similar position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE X

INSURANCE PROTECTION

A. The Board shall provide health-care insurance protection through the State Health Benefit Plans. The Board shall pay the full premium for each teacher and in cases where appropriate, for family plan insurance coverage.

B. The Board shall provide to each teacher a description of health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

C. The Board agrees to continue the payment of insurance premiums for employees who have exhausted their accumulated sick days for the period of time allowed by the carriers no to exceed nine (9) months.

D. The Board agrees to pay the full premium cost for employee or family coverage effective September 1, 1982:

1. Blue Cross Prescription Plan -- \$1 co-pay
2. New Jersey Dental Service Plan 2B
 - 100% preventative and diagnostic
 - 80/20% remaining basic
 - 50/50% Prosthodontic
 - 50/50% orthodontic
 - \$25 deductible/\$75 year maximum per family
 - \$1,000 yearly maximum per person
 - \$1,000 ortho life time maximum

ARTICLE XI

A. Sabbatical Leave

1. Sabbatical leave shall be granted upon recommendation of the Superintendent of Schools, subject to approval of the Board of Education, to any full-time professional staff member who has ten years of experience in the Elmwood Park School System and meets all the requirements listed below.

2. Leave shall be for the purpose of advanced study. Granting of leave shall not imply a change of position or promotion related to the sabbatical activity.

3. Leave shall be granted for one year at half salary. Salary is based upon the rate of pay in the sabbatical year. Award of a grant or fellowship shall not affect this stipend. No person shall accept contractual employment while on sabbatical leave unless approved by the Board of Education. Any employee entering into contractual employment while on sabbatical leave, without Board approval, will be required to return or forfeit a day's pay for each day of violation. When he returns, he shall be placed on the proper step of the guide.

4. Only two members of the professional staff are to leave in any one year.

5. Any person desiring sabbatical leave must place a written request with the Superintendent describing in detail the type of study, reason, plans, and dates of the leave. Requests for sabbatical leave must be in the office of the Superintendent of Schools on or before January 15 of the year prior to the sabbatical. This deadline may be waived at the discretion of the Superintendent. The Board of Education shall act on sabbatical leave requests at a regularly scheduled Board of Education meeting. Notification of approval of sabbatical leave will be made on or before February 15.

6. The teacher shall indicate agreement to stay in the system for at least three years following the sabbatical leave. If circumstances prevent the fulfillment of the three years of service, the person shall reimburse the district in direct proportion to the unfilled time, except in cases of death or permanent disability.

ARTICLE XI

Sabbatical Leave
(continued)

7. A teacher may requalify for sabbatical leave seven years after receiving his first sabbatical leave.

8. Payment of sabbatical leave stipend will follow normal pay procedures.

B. 1. The Board shall reimburse a teacher for tuition costs for credit hours taken at any fully accredited college or university for graduation courses. The maximum rate of said tuition reimbursement shall be equal to the cost per credit at New Jersey State colleges plus fifty percent (50%) thereof. In order to qualify for said tuition reimbursement, a teacher must obtain the approval of the Superintendent of Schools, prior to the start of any academic course.

2. The Board shall issue reimbursement within two (2) months of receipt of successful course completion provided the teacher is still employed by the Board.

ARTICLE XII

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 play an active role in the revision or development of building policies. Said committee shall consist of not more than one member for every fifteen teachers in the school building but shall in no event have less than two members.

B. Minutes of the meetings of the Liaison Committee shall be kept, approved and signed by the principal and the representative of the teachers and forwarded to individual members of the Board of Education through the office of the Superintendent. The minutes of these meetings shall not be considered nor constitute an agreement between the Board and the Liaison Committee, the teachers, or the Association.

C. The Association's representatives shall meet with the Superintendent during the year to review and discuss current school problems and practices and the administration of this agreement. Meetings shall be established by mutual agreement but in no case shall there be less than three meetings in any one school year.

D. The Teacher-Administration Liaison Committee shall not replace grievance procedure nor the negotiation procedure. All negotiations will take place at the negotiations table by duly authorized parties and all grievances shall follow the grievance procedure.

ARTICLE XIII

DEDUCTION FROM SALARY

A. Dues Deduction

1. The Board agrees to deduct local and affiliated Association dues from the salaries of employees upon request in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-14.9e) and under the rules and regulations of the N.J. State Department of Education pertaining thereto.

B. Agency Fee

1. Purpose of Fee: If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as a majority representative.

2. Amount of Fee: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year; failure to so notify in writing shall release the Board from any obligations until so notified under this Article. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fee: The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the teacher begins his or her employment in a bargaining unit position.

ARTICLE XIII

DEDUCTION FROM SALARY
(continued)

4. Termination of Employment: If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

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

C. Indemnification and Save Harmless Provision

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

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

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

(c) If the Board requests that the Association defend said action the Association must retain its own attorney in regard to the defense of such claim and such a request by the Board in writing to the Association will release the Board of any liability hereunder.

ARTICLE XIV

PROCEDURE FOR CLOSING THE YEAR

A. Provided that the Superintendent of Schools is satisfied that a teacher's work is complete the Superintendent, in his sole discretion, shall determine a system for teachers to follow in closing out the school year. Said system shall provide for individual teachers to be released upon their demonstration to the Superintendent or his designee of satisfactory completion of the close-out system.

B. The teacher's work year schedule shall include a total of 182 days. The schedule of duty days shall be as follows:

(a) 180 days -- schools in session;

(b) 1 day -- Orientation.

(c) 1 day -- in-service day. This day shall not be scheduled during a holiday or a vacation period. The in-service day shall commence at 9:00 a.m. and end at 3:30 p.m. with one hour for lunch.

C. Approval of the School Calendar shall remain with the Elmwood Park Board of Education.

ARTICLE XV

LEAVING BUILDING DURING LUNCH HOURS

Teachers shall be permitted to leave the school building during their duty free lunch periods provided that each teacher immediately prior to leaving signs out, indicating the time of day, and immediately prior to reporting back to duty signs in, indicating the time of day, on forms prescribed by the Board. There shall be no other leaving the building without permission of the Principal. Any lateness in reporting back to duty when signing in shall constitute tardiness as in the sign-in procedure for the commencement of the school day.

ARTICLE XVI

TEACHING HOURS

A. Teachers shall indicate their presence for duty by signing their initials in the appropriate column, if on time, or by specifying the exact time, if late. Teachers shall sign their initials in the appropriate column when leaving school.

B. It is expressly agreed that the tardiness policy, unilaterally adopted by the Board of Education on June 28, 1983, and known as Policy No. 4151, shall be the policy of the District and is applicable to the employees covered by this Agreement.

ARTICLE XVII

TEACHER ASSIGNMENTS

A. 1. All teachers shall be given written notice of their schedules, class and/or subject assignments and building assignment for the forthcoming year not later than three (3) days before the last day in school for students.

2. In the event that any changes in such schedules, class and/or subject assignments, or building assignments after three days before the last day in school for students, any teacher affected shall be notified as soon as possible in writing.

B. Schedules of teachers who are assigned to more than one school shall be arranged so that such teacher shall be required to engage in the least amount of inter-school travel. Multi-building assignments shall not constitute an assignment to a particular building but one that is district-wide. (The parties intend this sentence to mean only that the Board reserves its right to make single or multi-building assignments.)

C. 1. No high school or junior high school teacher shall have more than five (5) academic periods per day, except the Board may at its sole discretion make the following assignments:

(a) Home Economics -- Two such teachers may be assigned six academic periods per day.

(b) Science -- All teachers may be assigned a maximum of 29 academic periods per week including labs.

(c) Industrial Arts -- Two such teachers may be assigned six teaching academic periods per day.

(d) Art and Music -- All teachers may be assigned 5-1/2 teaching academic periods per day.

(e) Physical Education -- All teachers may be assigned six teaching academic periods per day.

(f) Social Studies -- One teacher may be assigned 5-1/2 academic periods per day.

ARTICLE XVII

TEACHER ASSIGNMENTS

(Continued)

2. Notwithstanding the above and in addition thereto, the Board of Education shall have the right to assign an additional 1/2 period to a total of any two (2) staff members from any department except English to teach the I.L.O. Program.

3. Any variation in pupil contact time downward shall not be considered as a precedent setting practice. The Board shall make all teacher assignments within the context of the approved school day for each building as per N.J.S.A. Title 18A and the New Jersey Administrative Code.

4. All elementary school teachers shall be required to do supervisory duty of no more than 90 minutes per week.

5. During the period any teacher under this subparagraph who is assigned to teach more than five academic classes per day or twenty-five academic periods per week shall not have any other assigned duty including homeroom. As an example, if a teacher teaches 5½ periods a day for half a semester, during the half of the semester that the teacher has 5½ periods, said teacher shall have no other assigned duty, including homeroom. In the second semester, if said teacher has five academic periods per day, he may be assigned a non-academic assignment including homeroom.

6. Notwithstanding anything to the contrary and for clarification purposes, teachers who teach C.I.E. Program in Industrial Arts and Distributive Education Programs shall continue as in the past.

D. Elementary classroom and special area teachers shall receive duty-free preparation time periods as is the current practice. Such preparation time shall be equal for teachers assigned to all elementary buildings. The enumeration below is on the elementary school work day schedule, assuming a full day work week which is non-cumulative, as follows:

Regular Elementary School Classroom Teachers--Kindergarten	60 minutes per week
Regular Elementary School Classroom Teachers--First, Second, and Third Grades	105 minutes per week
Regular Elementary School Classroom Teachers--Fourth Grade	135 minutes per week
Regular Elementary School Classroom Teachers--Fifth and Sixth Grade	180 minutes per week
Special Education Elementary School self Contained Classroom Teachers	120 minutes per week
• All other Elementary School Specialists	180 minutes per week

ARTICLE XVIII

PROMOTIONS

All vacancies in promotional positions, including specialists and/or special projects, teachers, pupil personnel workers, and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.

ARTICLE XIX

MISCELLANEOUS

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. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by certified or registered letter at the following addresses:

1. If by Association, write to the Board at:
330 East 54th Street, Elmwood Park, New Jersey
07407.

2. If by Board, write to the Association at
the school address of the Association President
when school is in session, or at the home address
during vacation periods.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of the first day of July, 1987, and shall continue in effect until June 30, 1988. Said Agreement shall be reinstated on the same terms and conditions, commencing July 1, 1988 and shall continue in full force and effect until June 30, 1989.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to hereunto be affixed, all on the day and year first above written.

ATTEST:

John M. Jentura
Secretary
12/22/87 *Scott Jentura*

ELMWOOD PARK BOARD OF EDUCATION

By *[Signature]*
President

ATTEST:

Gail Kusin
Secretary

ELMWOOD PARK EDUCATION ASSOCIATION

By *[Signature]*
President

1987/1988

ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4
FOOTBALL COACHES				
Head	2,284.00	2,614.00	2,942.00	3,437.00
First Assistant	1,708.00	1,872.00	2,038.00	2,201.00
Assistants	1,336.00	1,502.00	1,666.00	1,831.00
WRESTLING/BASKETBALL COACHES				
Head	1,625.00	1,954.00	2,284.00	2,878.00
Assistant	1,296.00	1,460.00	1,625.00	1,789.00
SOCCER/BASEBALL/TRACK/ SOFTBALL/VOLLEYBALL/ COACHES				
Head	1,625.00	2,038.00	2,284.00	2,580.00
Assistant	1,296.00	1,460.00	1,625.00	1,789.00
TENNIS/CROSS-COUNTRY COACHES				
Head	1,129.00	1,296.00	1,460.00	1,625.00
EQUIPMENT MANAGER	1,618.00			
ATHLETIC CASHIER	575.00			
CHEERLEADER ADVISOR				
Varsity/JV	1,098.00	1,246.00	1,394.00	1,544.00
Freshman	947.00	1,098.00	1,246.00	1,394.00
MAJORETTE ADVISOR	650.00	799.00	947.00	
COLOR GUARD ADVISOR	650.00	799.00	947.00	
BAND DIRECTOR/ WINTER GUARD ADVISOR	1,172.00	1,320.00	1,469.00	1,618.00
ASSISTANT BAND DIRECTOR	650.00	725.00	799.00	873.00
MUSICAL/DRAMATIC PRODUCTION ADVISOR/CONDUCTOR	650.00	799.00	947.00	
NEWSPAPER ADVISOR	650.00	799.00	947.00	
YEARBOOK ADVISOR	947.00	1,098.00		
DIRECTOR OF STUDENT FINANCES	1,021.00	1,172.00		
INTRAMURAL INSTRUCTOR	447.00			
SUMMER WEIGHTLIFTING COACH	744.00			
CLASS ADVISORS - Grades 11 & 12	300.00			
CLASS ADVISORS - Grades 9 & 10	250.00			
FOREIGN LANGUAGE/ NATIONAL HONOR SOCIETY	250.00			
STUDENT CONGRESS ADVISOR - H.S.	250.00			
CHAPERONES - Per Event	10.00			

STUDENT ACTIVITIES SALARY SCHEDULE

1988/1989

ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4
FOOTBALL COACHES				
Head	2,741.00	3,137.00	3,530.00	4,124.00
First Assistant	2,050.00	2,246.00	2,446.00	2,641.00
Assistants	1,603.00	1,802.00	1,999.00	2,197.00
WRESTLING/BASKETBALL COACHES				
Head	1,950.00	2,345.00	2,741.00	3,454.00
Assistant	1,555.00	1,752.00	1,950.00	2,147.00
SOCCER/BASEBALL/TRACK/ SOFTBALL/VOLLEYBALL/ COACHES				
Head	1,950.00	2,446.00	2,741.00	3,096.00
Assistant	1,555.00	1,752.00	1,950.00	2,147.00
TENNIS/CROSS-COUNTRY COACHES				
Head	1,355.00	1,555.00	1,752.00	1,950.00
EQUIPMENT MANAGER	1,780.00			
ATHLETIC CASHIER	633.00			
CHEERLEADER ADVISOR				
Varsity/JV	1,208.00	1,371.00	1,533.00	1,698.00
Freshman	1,042.00	1,208.00	1,371.00	1,533.00
MAJORETTE ADVISOR	715.00	879.00	1,042.00	
COLOR GUARD ADVISOR	715.00	879.00	1,042.00	
BAND DIRECTOR/ WINTER GUARD ADVISOR	1,289.00	1,452.00	1,616.00	1,780.00
ASSISTANT BAND DIRECTOR	715.00	798.00	879.00	960.00
MUSICAL/DRAMATIC PRODUCTION ADVISOR/CONDUCTOR	715.00	879.00	1,042.00	
NEWSPAPER ADVISOR	715.00	879.00	1,042.00	
YEARBOOK ADVISOR	1,042.00	1,208.00		
DIRECTOR OF STUDENT FINANCES	1,123.00	1,289.00		
INTRAMURAL INSTRUCTOR	492.00			
SUMMER WEIGHTLIFTING COACH	818.00			
CLASS ADVISORS - Grades 11 & 12	400.00			
CLASS ADVISORS - Grades 9 & 10	300.00			
FOREIGN LANGUAGE/ NATIONAL HONOR SOCIETY	300.00			
STUDENT CONGRESS ADVISOR - H.S.	300.00			
CHAPERONES - Per Event	10.00			