

Agreement

between the

LINCOLN PARK
EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION
OF LINCOLN PARK
THE COUNTY OF MORRIS,
NEW JERSEY

Effective date:

July 1, 2005

Ending date:

June 30, 2008

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THIS AGREEMENT entered into this 1st day of July, 2005, by and between the Board of Education of Lincoln Park, the Borough of Lincoln Park, New Jersey, hereinafter referred to as the "Board" and the Lincoln Park Education Association, hereinafter referred to as the "Association."

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

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel, full-time and part-time, and under contract or on leave, employed by the Board, including teachers, nurses, guidance personnel, librarians, school psychologist and members of the child study team, paraprofessionals, library aide(s), clerical, custodial, maintenance, and cafeteria employees. This contract agreement does not include principals, supervisory employees, administrative employees, substitute teachers, cafeteria supervisor(s), supervisor(s) of maintenance, Superintendent's secretary(ies), Board Business Administrator's secretary(ies), board office secretary(ies), bookkeepers, and other confidential employees, if any, as defined in New Jersey Statutes regarding public employees, and all other employees.
- B. When used hereinafter in this agreement unless otherwise indicated, the term "teachers" shall refer to all professional employees, the term "paraprofessionals" shall refer to all teacher assistants, and "support staff" shall refer to non-certified library aides, clerical, custodial, maintenance, and cafeteria employees. "Employees" shall refer to employees from all units and references to male employees shall include female employees. Employees defined above shall be represented by the Association in the negotiating unit.
- C. Individuals employed on less than a full time basis and covered by this agreement shall receive all benefits, terms and conditions of employment exceeding those legally required and here in contained only up to the proportion that their time worked is to that of a full time employee.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers', support staff employees', and paraprofessionals' employment. Such negotiations shall begin not later than the date fixed by law. Any such agreement so negotiated shall apply to all employees represented by the Association, as expressed therein, shall be reduced to writing, shall be signed by the Board and the Association, and shall, before becoming effective, be adopted by the Board and ratified by the membership of the Association. The typing, proofreading and duplicating of the drafts of such agreement shall be done at the joint expense of the Board and the Association by a mutually agreeable party.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

EMPLOYEE RIGHTS

- A. The Board hereby agrees that all employees shall be afforded those rights granted by the New Jersey Employer-Employee Relations Act of 1968 and 1974, and amendments thereto.
- B. Whenever any employee is required to appear before the Superintendent or his designee, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have present to advise and represent him during such meeting or interview a representative of his choosing.
- C. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Lincoln Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grades shall be changed without the approval of the teacher, except by an action of the Principal, Superintendent of Schools, or Board of Education. A written copy of such action signed by the person initiating the

action shall be given to the teacher, Principal, Superintendent of Schools and Board of Education.

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

E. PROFESSIONAL PERSONNEL FILE

1. An employee shall have the right, upon advance written notice of at least two (2) days, to review any material contained in his/her personnel file in the presence of the Superintendent of Schools or his/her designee, and to receive copies at the employee's expense for any material. An employee shall be entitled to have a representative of the Association accompany him during such review. Employees who are entitled tenure shall have the right to review his/her file once a year after attaining tenure. Likewise, employees who are not entitled tenure shall have the right to review his/her file once a year after three years of employment. Employees who have attained tenure or who are not entitled to tenure and who have completed three years of employment shall have the right to indicate those documents and/or other materials in his/her file that he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if both parties agree said documents or materials are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes arising over the retention of said documents may be processed through the grievance procedure, commencing at Level II.

2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written answer to such material within 10 working days of signing the copy and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No document and/or other material shall be placed in the personnel file of an employee after severance other than in accordance with the provisions of this article.

F. Any complaints regarding an employee, made to any member of the Administration by a parent, student, or other person, and which may be used in any manner in evaluating an employee shall be brought to the attention of the

employee. The employee shall be given the opportunity to respond in advance of any written evaluation.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with information required to be divulged by statute, decision or administrative regulation relating to public documents. Copies of such documents will be furnished at the rate specified in Board Policy Number 5125.1 as of September 1979.
- B. The Association, upon advance request, shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Any dispute concerning costs assessable to the Association under this paragraph shall be resolved by the Association first paying any reasonable amount stated by the Board and thereafter, if necessary, submitting such dispute for resolution by arbitration or any other procedure agreed to by the parties.
- C. The Association shall have, in each school building, adequate use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office of the school district for Association notices.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes provided, however, that school mail shall have priority.
- E. The Superintendent may, from time to time, grant release time to the President of the Association or his designee, for the performance of duties pertaining to his office upon advance requests made by him therefore.
- F. The Board shall permit a faculty representative designated by the Association in each building to perform his functions before school begins, after school ends, or during his lunch period, as Association representative in the enforcement of this Agreement, except that such functions shall not interfere with the normal operations of the school district, nor shall they interrupt the instructional progress being presented in any classrooms in the building.

ARTICLE V

SCHOOL CALENDAR AND TEACHING HOURS

- A. Representatives of the Association may meet with the Superintendent and discuss its recommendations for the school calendar for the ensuing year prior to February 1 of each year and its recommendations may be considered by the Board in determining the school calendar.
- B. The practice of using a regular teacher as a substitute, thereby depriving him of a preparation period, shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Such coverage shall be arranged by the Superintendent of Schools or by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school, or other schools, in cases of extreme emergency. In pursuance of this policy, teachers shall give maximum possible notice of their absences to the Superintendent of Schools.
- C.
 - (1) The normal in-school workday for elementary teachers (K-4) shall begin no later than ten (10) minutes before the start of the school day, shall end no sooner than fifteen (15) minutes after the end of the school day, shall include a duty-free lunch period of at least forty (40) minutes, and shall include a guarantee of five (5) forty (40) minute preparation periods per week. The total in-school workday shall consist of not more than six hours and fifty-five minutes (6hrs. 55 min).
 - (2) The normal in-school workday for middle school teachers in grades 5-8 shall begin no later than ten (10) minutes before the start of the school day, shall end no sooner than fifteen (15) minutes after the end of the school day, and shall include a duty-free lunch period of at least thirty (30) minutes. The total in-school workday shall consist of not more than six hours and fifty-five minutes (6 hrs. 55 min.).

The workday for teachers in grades 5 and 6 shall include a guarantee of seven (7) 37-38 minute preparation periods per week.

The work day for teachers in grades 7 and 8 shall include a guarantee of 75 minutes of preparation and/or team meeting time per day. The total in-school workday shall consist of not more than six hours and fifty-five minutes (6 hrs. 55 min.).

As stated above and effective in the 2000-2001 school year, the school hours in both the elementary school and middle school represent an increase of fifteen (15) minutes of instructional time added to the workday of the teachers.

- (3) Teachers under the direction or supervision of the Director of Special Services shall be governed by the scheduling policies of the Director of Special Services and shall be guaranteed preparation time equivalent to the regular education teacher at that grade level.
 - (4) The normal in-school work day shall not include matters such as parent-teacher conferences, faculty meetings, faculty workshops, back-to-school nights and graduation for which teachers may be required to remain after the end of the normal in-school work day without compensation. There will be one back-to-school night per school. Teachers who work in more than one school may be required to attend the back-to-school for each school in which they work. Teachers required to attend back-to-school night or graduation will not be reimbursed for mileage.
 - (5) The day before Thanksgiving recess shall be a half (1/2) day for all employees and students with the exception of custodial and maintenance employees. The day before Christmas recess shall be a half (1/2) day for all employees and students. The last working day before New Year's Eve shall be a half (1/2) day for custodial and maintenance employees.
 - (6) The next to the last day of the school year shall be a half (1/2) day for students and a full day for teachers.
 - (7) Elementary teachers whose classes receive computer instruction by a computer teacher will not be required to supervise a computer instruction and will receive a preparation period provided that the Board of Education maintains a computer education program and employs a specialist therein called a computer teacher to teach computer lab.
 - (8) Paraprofessionals shall be guaranteed one 15 minute break in the am and the pm of the school day to be scheduled at the discretion of the building principal.
- D. The in-school work year for teachers and paraprofessionals employed on a ten (10) month basis shall not be less than 183 days nor more than 185, one of which shall be designated for teacher orientation and professional development which shall run from 8:30 a.m. - 3:00 p.m. with one (1) hour for lunch.

E. FLEXIBLE STARTING TIME

The Board proposes a flexible starting time for each school, and the Association agrees so long as notification for the starting and ending time for the next school year is made by the second Friday in June. The ending time for the school day shall be similarly adjusted by the same amount as the starting time so the length of

the school day is consistent with the above hours for the teacher workday and the pupil contact time at each school.

F. FLEXIBLE TEACHER SCHEDULES

At the discretion of the Superintendent, individual teachers' schedules may be adjusted so that they report to school either twenty (20) minutes before or twenty (20) minutes after the contracted starting time with a corresponding decrease or increase in the ending time. Employees shall be notified of such schedules no later than the second Friday of June prior to the next school year.

G. PART-TIME TEACHERS

Part-time teachers are those teachers who work twenty (20) hours or less per week. This paragraph shall not apply to teachers hired before July 1, 2000.

H. PARAPROFESSIONALS

- (1) The normal in-school workday for Elementary school paraprofessionals (K-4) shall begin no later than ten (10) minutes before the start of the school day, shall end no sooner than fifteen (15) minutes after the end of the school day, shall include a duty free lunch period of at least forty (40) minutes.
- (2) The normal in-school workday for Middle school paraprofessionals (5-8) shall begin no later than ten (10) minutes before the start of the school day, shall end no sooner than fifteen (15) minutes after the end of the school day, shall include a duty free lunch period of at least thirty (30) minutes. The total in-school workday shall consist of not more than six hours and fifty-five minutes (6 hrs. 55 min.).

ARTICLE VI

NON-TEACHING DUTIES

A. Teachers shall not be required but may volunteer to perform the following duties:

- (1) delivering books to classroom and/or performing custodian function; except that teachers shall be expected to exercise normal and reasonable care in maintaining the appearance and cleanliness of classroom and other school facilities;
- (2) correcting standardized tests used at the direction of the Board or the Administration, except for reading readiness, achievement tests, and tests used in classifying atypical students;

- (3) collecting money from students except for milk for kindergarten, pictures, PTA, insurance, field trip monies, and monies for caps, gowns, and graduation rings for the eighth grade.
- B. The parties recognize the legal obligation of the Board to transport students to and from school. Therefore, teachers shall, under no circumstances, transport students in their automobiles.
- C.
- (1) A fifteen (15) minute morning coverage will be provided by at least seven (7) volunteer teachers to be assigned between the elementary and middle schools. Such coverage will commence fifteen (15) minutes prior to the start of the normal in-school teacher workday.
 - (2) Each volunteer shall receive a stipend which is listed on the Schedule C salary guide and shall be responsible for providing an alternate in the event of absence.
 - (3) In the event of a long term absence by a volunteer (ten or more consecutive days) the stipend will be deducted at the rate of 1/200th for each day of absence starting with the eleventh day.
 - (4) In addition to the volunteer coverage, coverage shall begin at the start of the normal in-school workday and end with the commencement of classes. Coverage at Lincoln Park Elementary School from 8:50 a.m. to 9:00 a.m. and from 8:15 a.m. to 8:25 a.m. at the Lincoln Park Middle School or ten (10) minutes before the established start of the school day. Such coverage shall be on a rotational basis. Teachers shall be entitled to leave ten (10) minutes earlier than normal on the last school day of week in which they perform the ten (10) minute supervision.
 - (5) Students will be instructed that upon arrival they will be expected to gather within a predesignated area within easy access and hearing of the teacher. In the event of the unruly behavior, the teacher shall have the right to position students in the best interest of safety and order.
 - (6) In the absence of seven (7) volunteers from the teaching staff, the Administration shall have the right to assign teachers to fill any vacant morning post at the same stipend as stipulated above.

D. NURSE CHAPERONE FOR OVERNIGHT TRIPS

- (1) The position of a Nurse Chaperone for overnight trips shall be included on the Extra-Curricular Activities Guide at the same rate of compensation as that of a Trip Chaperone. However, if the Nurse Chaperone is required to provide care for a student or students after the time when students and chaperones retire for the evening, she shall be compensated at the rate of Fifty Dollars (\$50.00) per night in addition to the Nurse Chaperone pay for each night that additional nursing care is required.
- (2) To ensure nursing coverage on overnight trips, the position of Nurse Chaperone shall be rotated between the nurses employed by the Board of Education. The scheduled trips shall be equitably shared.
- (3) Nurses must attend the assigned field trips for the duration of the trip. They may not 'share' or 'split' attendance on a single field trip.
- (4) All chaperones, including nurses, are expected to ride the field trip bus with the students.

E. The School Nurse lunch schedule shall be established by the Building Principal.

F. The Board of Education and the Lincoln Park Education Association agree to negotiate any and all new co-curricular positions and extra-curricular positions and their stipends. Compensation for said positions shall be included on the Extra-Curricular Activities Guide, Schedule C.

G. CONFERENCES

- (1) One (1) Parent Teacher Conference Week may be held during the school year. Two (2) early dismissal school days may be scheduled during the conference week.
- (2) Two (2) afternoon conferences and one (1) evening conference may be scheduled at the discretion of the administration.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions

- (1) Grievance: A Grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement or policies or administrative decisions and practices bearing on terms and

conditions of employment or the impact thereof affecting an employee or a group of employees. A Grievance shall not include any of the following:

- (a) Any decision by the Board concerning the termination of any contract, or non-renewal of a contract of a non-tenure teacher or non-tenure employee.
 - (b) Any matter where a specific remedy is provided by law.
- (2) Aggrieved person is the employee(s) or the Association making the claim.
 - (3) A Party in Interest is the employee(s) making the claim and any employee including the Association or the Board who might be required to take action or against whom the action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level resolutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure

(1) Time Limits

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. If the time limits specified are not complied with and are not extended by mutual agreement, which shall not be unreasonably withheld, then the grievance shall be deemed abandoned in the case of grievant non-compliance and the remedy granted in the case of Board noncompliance at Level III.

(2) Year-end Grievances

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

(3) Level I - Principal or Administrative Supervisor

An employee with a grievance shall first discuss it with his Principal or immediate Administrative Supervisor, either personally or with the Association's designated representative, with the objective of resolving the matter informally. The employee shall schedule such discussion within ten working days from the occurrence or written notice of the act or acts or order or orders giving rise to the grievance.

(4) Level II - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within five (5) working days after the presentation of the grievance, five (5) working days after the decision at Level I, or ten (10) working days after the grievance was presented whichever is sooner, the Association shall, within five (5) working days of receiving the written grievance, refer it to the Superintendent of Schools. If the aggrieved employee chooses not to refer it to the Association, he may file the grievance directly with the Superintendent within five (5) working days if not satisfied with the disposition at Level 1. The Superintendent will render a written decision within ten (10) working days. Every grievance shall be presented in writing, to the Superintendent.

(5) Level III - Board of Education

If a party in interest is not satisfied with the disposition of the grievance by the Superintendent of Schools, or if no decision thereon has been rendered within ten (10) working days after submission of the matter to the Superintendent of Schools, the grievance may be appealed to the Board of Education within five (5) working days. There shall be submitted to the Secretary of the Board of Education the complete records of the matter thus far accumulated along with the statement in full of the reason for the further appeal and a specification in detail of any disagreement with the Superintendent's decision. The party appealing shall notify the Superintendent of the appeal simultaneously with its filing. The Secretary of the Board of Education or the Superintendent shall notify the President of the Board within forty-eight (48) hours. The President shall make every reasonable attempt to schedule a hearing in cooperation with the grievant within two (2) weeks, but in any event, no longer than four (4) weeks after the date of appeal except in the case of year-end grievances, where a hearing shall be scheduled within four (4) weeks. The grievant shall be present at the hearing. The President may invite the Superintendent of Schools, the building Principal or any other supervisory officer or party in interest to attend such session. The Board of Education shall render a

written decision in the matter within ten (10) working days of the date of review.

(6) Level IV - Public Employment Relations Commission Arbitrator

If an aggrieved person or the Association wishes further to appeal a matter involving the interpretation and application of the expressed terms of this Agreement, the following procedure shall be observed:

(a) Teachers' Procedure

Within five (5) days of service of the written decision of the Board upon the aggrieved teacher or upon the Association on their behalf, notice in writing shall be filed with the Board Secretary that the aggrieved teacher or the Association wishes to submit the matter to an arbitrator whose decision shall be final and binding upon the Board, the Association and any party in interest.

(b) Support Staff and Paraprofessional Employees' Procedure

Within five (5) days of service of the written decision of the Board upon the aggrieved support staff employee, paraprofessional, or upon the Association on their behalf, notice in writing shall be filed with the Board Secretary that the aggrieved support staff employee, paraprofessional, or the Association wishes to submit the matter to an arbitrator whose decision shall be advisory and not binding upon any person of the Board unless previously agreed by the Board and the aggrieved support staff employee, paraprofessional, or the Association that such decision shall be binding.

(c) The selection of the arbitrator as aforementioned shall be made in accordance with the rules and regulations of the Public Employment Relations Commission Pertaining to the selection of arbitrators.

(d) The arbitrator's fees shall be jointly shared by both parties to the grievance, and the arbitrator shall be without power to make any decision contrary to law. His authority shall be limited solely to the interpretation and application of this Agreement. The arbitrator shall have no authority to render a binding decision on a grievance concerning the interpretation, application or alleged violation of Board policy, administrative decisions, statutes, regulations, or items not expressly contained in this written Agreement.

- (e) For teachers, support staff, and paraprofessionals, the arbitrator's decision shall be in writing and shall be rendered within thirty (30) days of the conclusion of the hearing or hearings conducted by him.
- (7)
- (a) Any party in interest may be represented at all stages of the grievance procedure by himself, by an attorney at law or other representative selected or approved by the Association, provided however, that where the party in interest is a member of the unit of employees represented by the Association, the appearance of such representative other than an attorney designated by him must first be approved by the Association. When an employee is not represented by the Association, the Association shall have the right to present its views at all stages of the grievance procedure before a decision is rendered.
 - (b) No reprisals of any kind shall be taken by the Board of Education or any employee thereof or by the Association or any member or representative of the Association against any participant in the grievance procedure or any employee by reason of such employee's participation or non-participation in the grievance procedure.
 - (c) If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent of Schools and the processing thereof shall commence in this fashion at Level II.
 - (d) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - (e) For the purposes of processing grievances, all parties in interest shall have access to all relevant, non-confidential material contained in Board files. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distributions as to facilitate operation of the grievance procedure.
 - (f) During the processing of grievances through the various levels of appeals, the employee or employees involved in the grievance shall carry out the current tasks assigned to them by the Board or Superintendent of Schools or his designee, unless such tasks are detrimental to the health or safety of that employee or employees.

- (g) 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 VIII

SALARIES

- A. The salaries for all employees covered by this Agreement shall be included at the end of this document. Salaries for all teachers shall be set forth in Schedule A. Salaries for all cafeteria workers (hourly wages), salaries for custodial and maintenance employees, salaries for all secretaries and library aide employees, and salaries for all paraprofessionals shall be set forth in Schedule B.
- B. The salaries for Extra-Curricular Activities shall be set forth in Schedule C.
- C. Teachers and paraprofessionals employed on a ten (10) month basis shall be paid in twenty equal semi-monthly installments. In September, the first installment shall be the Friday following Labor Day.
 - 1. Teachers may individually elect to have a portion of their monthly salary deducted from their pay. These funds, including interests accrued, less administrative costs, if any, shall be paid to the teacher or his estate, in accordance with the option available at the Board designated Bank.
 - 2. When a payday falls on or during a school holiday vacation or weekend, employees shall receive their paychecks on the last previous working day.
 - 3. Teachers and paraprofessionals shall receive their final checks (including those for extra-curricular activities) on the last working day in June, providing that the principal or administrative supervisor verifies all assignments have been completed.
 - 4. Teachers' Longevity
 - a. Teachers who have completed fifteen (15) years of service as regular full-time employees of Lincoln Park School District shall henceforth receive an annual stipend of One Thousand Dollars (\$1,000.00) for the school years during their sixteenth (16th) through their twentieth (20th) year of service in the Lincoln Park School District.

- b. Teachers who have completed twenty (20) years of service as regular full- time employees of the Lincoln Park School District shall henceforth receive an annual stipend of One Thousand Five Hundred Dollars (\$1,500.00) for the school years during their twenty-first (21st) through their twenty-fifth (25th) year of service in the Lincoln Park School District.
- c. Teachers who have completed twenty-five (25) years of service as regular full-time employees of the Lincoln Park School District shall henceforth receive an annual stipend of Two Thousand Dollars (\$2,000.00) for the school years during their twenty-sixth (26th) through their thirtieth (30th) year of service in the Lincoln Park School District.
- d. Teachers who have completed thirty (30) years of service as regular full-time employees of the Lincoln Park School District shall henceforth receive an annual stipend of Two Thousand Five Hundred Dollars (\$2,500.00) for the school years, beginning with their thirty-first (31st) year of service in the Lincoln Park School District.
- e. Longevity stipends shall not be accumulated. A maximum stipend for any one teacher being One Thousand Dollars (\$1,000.00) for the school years between the sixteenth (16th) and twentieth (20th) year of service, One Thousand Five Hundred Dollars (\$1,500.00) for the school years between the twenty-first (21st) year of service and twenty-fifth (25th) year of service, Two Thousand Dollars (\$2,000.00) for the school years between the twenty-sixth (26th) and thirtieth (30th) year of service and Two Thousand Five Hundred Dollars (\$2,500.00) for the school years beginning with their thirty-first (31st) year of service with the Lincoln Park School District.

Service in school districts other than the Lincoln Park School District shall not count toward eligibility for this stipend nor shall substitute service in the Lincoln Park School District count toward such stipend. Part-time service in the Lincoln Park School District shall only count as a pro-rated part of one year.

Payments will be made in twenty equal installments.

D. Salaries for Support Staff (cafeteria, custodial, maintenance, clerical, and library aide) Employees

Years of service do not necessarily correspond with placement on the salary guide. Because of this, salary guides are not to be considered step guides. For the duration of this contract, employees will move on the salary guides. All new

employees, hired on or after June 1, 1999, in each of the following categories: custodial, secretaries, media center aides and cafeteria workers will be placed on a prorated salary. Said prorated salary will be based on eighty five percent (85%) of the current base salary for the applicable category. The prorated salary will be in effect for the first (12) months the employee is employed by the Board. After the first twelve (12) months of employment all applicable employees covered under this Memorandum of Understanding shall be placed according to their respective categories at full base salary. This change will permit the Board to obtain health insurance benefits for eligible cafeteria employees. The Lincoln Park Board of Education retains the right to lessen the twelve (12) month period at its own discretion.

E. Cafeteria Employees

1. The cafeteria manager will receive an annual stipend of \$500.00. The cafeteria employee designated by the Managing Company supervisor to fill in for an absent Cafeteria Manager shall be paid a fee of six dollars (\$6.00) per day in addition to his/her regular hourly rate commencing the first day of each occurrence.
2. All present cafeteria workers shall continue to be in the employ of the Lincoln Park Board of Education on an annual basis, based upon favorable recommendation by the Superintendent of Schools.

F. Custodial and Maintenance Employees

1. The Board, upon presentation of proof of attainment, shall pay the fee for the course taken in attaining Black Seal boiler license and shall compensate the employee with a one time, non-recurring \$200.00 payment at the time during the term of this Agreement that such license is obtained.
2. Head Custodians' stipends to be \$1,300.00 for which he/she will perform minor maintenance. The Supervisor of Maintenance or his designee will determine maintenance responsibility, as well as assigned custodial duties. Tools will be provided for each head Custodian. The Head Custodian and maintenance man/woman may be called out after hours in the event of an emergency in his/her building. This call out may be initiated by the Lincoln Park Police Department, the Board Secretary, the Principal, or the Superintendent of Schools. In the event that the assigned Head Custodian is not available, the Head Custodian from another building may be called out. The Board reserves the right to call out the Supervisor of Maintenance before any Head Custodian. Head Custodians called out from home will be paid a minimum of two (2) hours pay at one and one-half (1 ½) times their base rate. Monday through Saturday, and two (2) times their base rate on Sunday and holidays designated in Article XXIV. When

called out, they shall be paid the prevailing cents per mile for travel allowable per IRS regulation.

3. The stipend for maintenance employees shall be \$2,338 for the duration of the contract.
4. The Lincoln Park Board of Education and The Lincoln Park Education Association agree to the position of Custodial Coordinator at the rate of \$2500.00 per year for the period of July 1, 2002, to June 30, 2005. It is understood by both parties that this is not a supervisory position.
5. All custodians and maintenance employees must obtain a Black Seal boiler license within two (2) years of the beginning of his/her employment by the Board. Failure to obtain a Black Seal boiler license, or to maintain said license, will result in non-renewal of the custodian's or maintenance employee's contract. All custodians and maintenance employees with a Black Seal boiler license will receive an additional \$250.00 for the 2002-2003, 2003-2004, and 2004-2005 school years which will be pro-rated if the license is obtained after the start of the contract year. The Board shall pay the renewal fee for the Black Seal boiler license.
6. A custodian who is required to report to work four or more hours before his/her starting time and who has worked his/her normal shift the day before shall be compensated at the rate of \$15.00 per occurrence. This paragraph shall not apply to Head Custodian called out in the event of an emergency, or to maintenance personnel.
7. Custodians and maintenance employees shall normally have the following tour of duty:
 - a. All full time custodians and maintenance employees will have a tour of duty of eight and one-half (8 ½) continuous hours which will include eight (8) work hours and an unpaid one half (1/2) hour duty free lunch period. Custodians and maintenance employees who work less than full-time will have their tour of duty scheduled continuously and may include an unpaid one half (1/2) hour duty free lunch period.
 - b. The normal tour of duty for full-time custodians and maintenance employees will be scheduled between the hours of six (6) a.m. and (1) a.m. The School Business Administrator will initially ask for volunteer(s) to fulfill a flextime schedule, but if no volunteer(s) are forthcoming the School Business Administrator will have the right to assign.

- c. If the Association requests a change in the above schedule, no stipend will be paid under Article VIII, paragraph F.6. (formerly LPSSA XI:B:4)
- d. Non-emergency custodial overtime beyond a forty (40) hour week shall be paid at one and one-half (1 ½) times the rate of pay Monday through Saturday and double (2) time Sundays and holidays.
- e. All custodial overtime shall be offered on a rotating basis by seniority. If all custodians refuse overtime, the Board of Education shall have the right to assign the overtime to the custodian (with the least seniority and a Black Seal license) at the top of the list.

G. Ten and one half (10½) Clerical Employees

Ten and one half (10 ½) month clerical employees shall commence work the first working day after August 15th and finish on June 30th, following the official closing of school. Such employees shall have holidays in accordance with the Principal's calendar. For this work in August they shall be paid 1/20th of their annual salary. If a secretary is required to work prior to August 16th they shall receive 1/200th of their annual salary for each day worked. The salary for the time period August 16th-August 31st shall be applied to the pension fund.

H. Other Provisions for Support Staff Employees

- 1. Commencing with the effective date of this Agreement, salary increases shall not be automatic, but shall be based upon the recommendation of appropriate supervisory personnel and salary increases may be withheld by the Board for just cause.
- 2. New employees may be hired at salary level at the sole and exclusive discretion of the Board of Education.
- 3. Nothing contained herein shall limit the Board to increasing an employee's salary by one increment or interval, and the board may in its discretion increase an employees salary by more than one increment or interval.
- 4. Support Staff Employee Longevity
 - a. Support Staff members who have completed eleven (11) years of service as regular employees of the Lincoln Park School District shall henceforth receive an annual stipend of Two Hundred Dollars (\$200.00) during their twelfth (12th) through fifteenth (15th) years of service as regular employees of the Lincoln Park School District.

- b. Support Staff members who have completed fifteen (15) years of service as regular employees of the Lincoln Park School District shall henceforth receive an annual stipend of Three Hundred Dollars (\$300.00) beginning with the sixteenth (16th) year of service in the Lincoln Park School District.
- c. Employee members who have completed twenty (20) years of service as a regular employee of the Lincoln Park School District shall henceforth receive an annual stipend of Five Hundred Dollars (\$500.00) beginning with their twenty-first (21st) year of service in the Lincoln Park School District.
- d. Longevity stipends shall not be accumulated. A maximum stipend for any one Association member being Two Hundred Dollars (\$200.00) per year between the eleventh year and fifteenth (15th) year of service, and Three Hundred Dollars (\$300.00) per year between the sixteenth (16th) year of service and twentieth (20th) year of service, and Five Hundred Dollars (\$500.00) per year beginning their twenty-first (21st) year of service.

Service in school districts other than the Lincoln Park School District shall not count toward eligibility for this stipend nor shall substitute service in the Lincoln Park School District count toward the stipend. Part-time service (less than five (5) days per week or less hours per day than normal for the position) in the Lincoln Park School District shall only count as a pro-rated part of one year.

- I. Payments to 10 month and 10 ½ month employees will be made in twenty (20) equal installments. Payments to 12 month employees will be made in twenty-four (24) equal installments.

ARTICLE IX

INSURANCE PROTECTION

- A. The Board shall provide and pay (1) the full cost of health care insurance protection for each full-time employee except (a) full-time employees on unpaid leaves of absence only to the extent provided by the Blue Cross-Blue Shield program for public employees with major medical and Rider J coverage and only when the individual full-time employee elects to be covered by such a program; (b) full-time employees whose first day of employment is on or after July 1, 1997 shall be enrolled in the Preferred Provider Option (P.P.O.) or its equivalent; (2) the full cost of identical coverage for the family of each full-time employee requesting coverage except (a) full-time employees on unpaid leaves of absence

only when the individual full-time employee elects such coverage; (b) full-time employees whose first day of employment is on or after July 1, 1997 shall be enrolled in the Preferred Provider Option (P.P.O.) family coverage, or its equivalent; (3) a full-time employee may elect individual coverage without family coverage, and provided further, that in either case such coverage is not otherwise available to the full-time employee; (4) effective July 1, 1997, the Indemnity Health Insurance Program shall be subject to the following: (a) mandatory second surgical opinion, the full cost of the second opinion to be paid 100% by the health provider at the usual and customary rate (b) individual deductible shall be \$300; family deductible shall be \$600 in each year of the contract; (5) full-time employees whose first day of employment is on or after July 1, 1997 may select coverage other than the P.P.O., or its equivalent, by paying the difference in the cost of the premium for said coverage; and (6) full-time employees whose first day of employment is on or after July 1, 1997 upon completion of three years of employment shall no longer be required to pay premium costs associated with coverages other than the P.P.O., or its equivalent.

Effective July 1, 2005, the Traditional catastrophic and P.P.O. out of network catastrophic deductible amounts maximum shall be increased from \$2,000/\$4,000 to \$5,000/\$10,000.

Managed Care Health Insurance co-pay:

Effective on July 1, 2005, the insurance co-pay office visit shall be as follows: \$15.00 for each office visit.

Effective July 1, 2005, the Board will offer to each eligible full time employee the Horizon P.O.S. per benefits detailed in materials provided.

- B. The Board reserves the right to transfer the insurance coverage to other insurance companies and any change will carry with it the right to examination and approval of the Association. Any new plan must be equal to or better than the benefits and coverage provided under the New Jersey State Health Benefits Plan (Blue Cross/Blue Shield and Rider J) as of September 1, 1994 and modified through negotiations.
- C. (1) Those full-time employees who choose year-round prescription coverage shall pay not more than one hundred fifty dollars (\$150) toward the cost of the prescription drug plan plus sharing with the Board the agreed upon percentage of increased premium over the current amount of \$932.16. Effective July 1, 2005, those full-time employees choosing year round prescription coverage shall continue to pay the \$150.00 and will share the increase as follows: 40% for the full-time employee and 60% for the Board. The prescription plan is selected by the Board of Education, and

full-time employees who are on unpaid leaves of absence shall not be covered by this paragraph. All full-time employees will have the opportunity to change coverage at the beginning of each school year.

- (2) Effective on July 1, 2000, the prescription co-pay is to be in the following amounts:

\$0.00 - mail order

\$5.00 - generic brand prescription

\$10.00 - brand name prescription

D. Family Dental Insurance Coverage:

The dental insurance coverage is selected by the Board of Education, and full-time employees who are on unpaid leaves of absence shall not be covered by this paragraph. The Board agrees to pay up to \$550.00 per year toward family dental insurance coverage for the 2005-2008 school years for each full-time employee requesting coverage.

- E. Effective July 1, 1997 (or as soon thereafter as administratively feasible), the Board shall offer a voluntary health care reimbursement account and/or a dependent care reimbursement account, as provided in a Section 125 Plan. Employees would be allowed to make pre-tax contributions to these accounts.

- F. Effective on July 1, 2005, employees who are covered by an insurance plan that is not offered by the Board and elect to opt out or waive benefits offered by the Board, shall receive 35% of the cost savings realized by the Board. Employees can re-enroll in coverage by the Board in case of a change in a life event.

- G. Employees who have been covered by the Traditional, Indemnity Health Insurance Plan and who select to be covered by health coverage offered by the Board that is not Traditional, Indemnity Health Insurance shall receive 35% of the difference in premiums cost between the Traditional Plan and the Plan they select. All employees who select to be covered by a less expensive Health Plan than that by which they are currently covered shall receive 35% of the cost savings realized by the Board.

All employees will have the option to re-enroll annually.

ARTICLE X

GRADUATE STUDY

The Board shall reimburse each teacher except those teachers on unpaid leaves of absence unless said leave is for graduate studies for the full cost of tuition payments for part-time or summer graduate studies. The term "tuition payments" as used herein shall not include the cost of books, other fees, transportation, room, or board, and shall not exceed the cost per credit in effect at the state colleges. In cases where a specific course or program is not offered at a nearby state college, the Board shall reimburse the teacher at a rate not to exceed 125% of the cost per credit in effect at the state colleges. Such graduate studies shall be taken [first approved by the Superintendent of Schools] with approval of the Superintendent of Schools: (1) before the course begins. In evaluating such applications for approval, the Superintendent shall be guided by the following exclusive criteria:

- A. Respecting post-Bachelor Degree studies, that the course or a program leading to a Masters Degree shall have the prior approval of the Superintendent of Schools and will be of use in the field of education. In the field of Administration or Guidance for non-guidance personnel, however, the Superintendent shall have the right to approve or disapprove the course regardless of its use in the field of education.
- B. Respecting post-Master Degree studies, that the course or courses to be taken within the field of educational specialty of the applicant and have the approval of the Superintendent and be of direct benefit to the Lincoln Park School District; and
- C. In all cases, that the course or courses proposed to be taken do not constitute an excessive load which might interfere with the proper performance of the applicant's duties as an employee of the Board. Proof of satisfactory completion of the course or courses and the amount of tuition payments incurred shall be submitted prior to the reimbursement.
- D. The maximum total payments to be made by the Board under this article will not exceed Eighteen Thousand Dollars (\$18,000.00) in aggregate for the 2005 – 2006 school year, Nineteen Thousand Dollars (\$19,000.00) in aggregate for the 2006 – 2007 school year, and Twenty-One Thousand Dollars (\$21,000.00) in aggregate for the 2007 – 2008 school year, and shall be distributed equitably at the end of the school year for those applying for graduate study reimbursement.
- E. All paperwork not submitted by August 1 shall be submitted for reimbursement during the following school year.

ARTICLE XI

EMPLOYEE ASSIGNMENT

- A. Insofar as may be practicable, all teachers and paraprofessionals who have indicated their intention to return to work during their next succeeding year shall be given tentative written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming school year not later than June 10th of the period covered by this Agreement. Insofar as new or additional information is received after June 10th the Administration of the school system shall not be bound by the foregoing notifications, but shall endeavor to work within them, consonant with good administrative practices and the best interests of the school system. If practicable, notice of a change in assignment which occurs subsequent to June 10th shall be sent to the teacher or paraprofessional at his summer or last known address. The teacher or paraprofessional shall have the right to meet with the Superintendent and discuss the change in assignment.
- B. The Superintendent of Schools shall give tentative notice of assignments to new teachers or paraprofessionals as soon as practicable.
- C. Employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate per mile for travel between schools and to workshops and professional visitation.
- D. The Board shall make every reasonable effort not to assign teachers outside the scope of their emergency, provisional or permanent teaching certificate and/or major or minor fields of study.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. (1) No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies known to him at that time which shall occur during the following school year.
- (2) Employees who desire a change in grade, subject assignment, or position, or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 10. Such statement shall include the grade, the subject, or position to which the

teacher or employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

- (3) As soon as practicable, and no later than June 10, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.
- (4) Nothing herein shall prevent the Superintendent from reassigning or transferring any employee subsequent to the posting of such schedule.
- (5) If a vacancy occurs after the close of school, qualified employees shall be notified of said position providing they have made that request to the Superintendent in writing and provided him with their summer address.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency not later than the day after the June Board meeting, unless new information is available thereafter.
- B.
 - (1) An involuntary transfer or reassignment may be made only after a meeting between the employee and the Superintendent or designee, at the employee's option, within ten (10) working days after notification to the employee of the transfer/reassignment. The employee shall be notified at the meeting of the reason thereof.
 - (2) A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE XIV

PROMOTIONS

- A. Promotional positions are defined as follows:

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

- (1)
 - a. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) working days before the final date when applications must be submitted and in no event less than ten (10) working days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge receipt of the application, in writing.
 - b. Vacancies in position, including promotional positions, for clerical, custodial, maintenance and cafeteria employees shall include, when known, the qualifications for the position, its duties, and the rate of compensation.
 - (2) Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. The Superintendent shall, within the same time period, send a list of promotional positions to be filled during the summer period to the Association.
- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, if known, shall be clearly set forth.
- C. No position shall be filled on a permanent basis until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background, length of service in the Lincoln Park School District, attainments, and all other relevant factors. The decision of the Board will be final. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

- D. Nothing contained herein shall be construed to limit the Board to the promotion of employees currently employed by the Board, and the Board may hire qualified persons from outside the district.
- E. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent or otherwise impair the power of the Superintendent of Schools immediately to fill a vacancy on a temporary or acting basis before placing in operation the procedures established in this Article.

ARTICLE XV

EMPLOYEE EVALUATION

A. Teacher Evaluations

The District will be bound by its policies and the provisions of N.J.A.C. 6:3-4.1 Supervision of Instruction: Observation and Evaluation of Non-tenured Teaching Staff and N.J.A.C. 6:3-4.3 Evaluation of tenured teaching staff members. For the purpose of this section, the term “observation” shall be construed to mean a visitation to an assigned work station by a certified supervisor of the Board for the purposes of formally collecting data on the performance of a teaching staff member’s assigned duties and responsibilities. In the Traditional Evaluation Model, the term “evaluation” shall be construed to mean a written evaluation prepared by the administrative or supervisory staff member who visits the work station for the purpose of observing a teaching staff member’s performance of the instructional process. In the Alternate Evaluation Model, tenured teachers and administrators shall work collaboratively to implement self-evaluative measures for professional development where teachers and administrators maintain specific roles. Upon administrative approval, a tenured teacher shall formulate a specific project for professional growth, self-evaluate the progress of his/her project, be formally observed once during the school year and formally meet with his/her administrator to review their professional performance and project implications. Observations and evaluations shall relate only to school related activities and responsibilities.

- (1) All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address, audio-visual systems, and similar devices shall be made known to the teacher before such use.
- (2) Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. The required evaluation is to be signed by the person rendering the report and by the teacher on the day of the evaluation conference. The signature of the teacher does not imply agreement with the report, but simply that the

required report has been reviewed with the teacher by the person making the report.

- (3) The teacher shall be given an opportunity for a post-observation conference, if he/she wishes one, prior to the preparation of the evaluation report by his evaluators.
- (4) A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- (5) Pursuant to N.J.S.A. 18A: 27-3.1 each of the observations and evaluations required shall be followed within a reasonable period of time, but in no instance more than ten (10) working days, by a conference between the administrative or supervisory staff member who has made the observation or evaluation and written evaluation, and the teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The teaching staff member shall have the right to submit his/her written response to such evaluation within ten (10) working days following the conference and such response shall be attached to each party's copy of the evaluation report.
- (6) Observation and Evaluation reports shall be written in narrative form, according to Policy 3221 and Regulations 3221.1 and 3221.2, and shall include when pertinent:
 - a. Strengths of the teacher as evident during the period since the previous report.
 - b. Weaknesses of the teacher as evident during the period since the previous report.
 - c. Specific suggestions as to measures that the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- (7) Frequency of observations and evaluations shall be as follows:
 - a. Each non-tenured teacher shall be observed a minimum of four (4) times per year, two (2) times in each semester, and receive a written evaluation two times per year. Each observation shall last for one (1) entire teaching episode or a minimum of thirty (30) minutes.

- b. Each non-tenured teacher not assigned to regular classroom teaching duties shall be observed a minimum of four (4) times per year, two (2) times each semester, and receive a written annual evaluation two (2) times per year. Each observation shall last for a minimum of thirty (30) minutes.

- c. Tenured teacher observations and evaluations shall comply with the terms and conditions of either the Traditional Evaluation Model or the Alternate Evaluation Model. Each tenured teacher shall have a choice in determining the model used for his/her observations and evaluations with prior approval of his/her administrator or supervisor.
 - (1) Each tenured teacher who elects the Traditional Evaluation Model shall be observed a minimum of two (2) times per year, one (1) time each semester, and receive a written annual evaluation one (1) time per year. Each observation shall last for one (1) entire teaching episode or a minimum of thirty (30) minutes.

 - (2) Each tenured teacher not assigned to regular classroom teaching duties who elects the Traditional Evaluation Model shall be observed a minimum of two (2) times per year, one (1) time each semester, and receive a written annual evaluation one (1) time per year. Each observation shall last for a minimum of thirty (30) minutes.

 - (3) Each tenured teacher who elects to participate in the Alternate Evaluation Model shall have prior approval of his/her administrator or supervisor. Administrators or supervisors who exercise their prerogative to maintain certain tenured teachers in the Traditional Evaluation Model shall be required to meet with said teacher(s) and to give specific reason for this decision.
 - (a) Each tenured teacher participating in the Alternate Evaluation Model shall select one (1) of the four (4) Board approved evaluation models and shall meet with his/her administrator or supervisor between May 15th and the last school day in June to share his/her specific professional project. Final approval for independent or collaborative concepts shall be accomplished by September 30th in any given school year. Alternate Evaluation Models shall be developed independently or

within a collaborative team and shall be selected from one (1) of the following models.

- Peer Coaching
- Mentoring
- Action Research
- Portfolio Assessment
- New Directions: A teacher or collaborative team develops a project, program, or teaching technique that does not fall within the model designations listed above.

(b) Each tenured teacher participating in the Alternate Evaluation Model shall have at least one (1) written Checkpoint Review per year wherein the administrator or supervisor confers with the teacher or team of teachers about the professional project, and one (1) formal observation. The administrator or supervisor shall be required to specifically observe the project at least one (1) time per year by invitation of the teacher being observed. The administrator or supervisor may require ongoing revisions of the project, and he/she shall record observations and recommendations in the “comments” section on the Checkpoint Review or formal observation form. A written annual Annual Evaluation Report-Alternate Evaluation Model shall be completed one (1) time per year.

(c) Multi-year projects may be considered by individuals or collaborative groups with the approval of the administrator or supervisor and shall have checkpoint reviews as stated in sub paragraph c.3.b. The written Annual Evaluation Report-Alternate Evaluation Model for the school year shall be completed as to the status of the project.

- d. Once during each year, the tenured teaching staff members shall receive a written annual evaluation. An annual summary conference between the supervisors and the teaching staff member shall be held before the written performance report is filed.
- e. Once during each year, the tenure and non-tenured teaching staff members shall receive an “Individual Professional Improvement Plan.” This plan is a written statement of action developed by the supervisor and the teaching staff member to correct deficiencies or to continue professional growth, timelines for their

implementation, and the responsibilities of the individual teaching staff member and the district for implementing the plan.

(8) Evaluation Forms and Policies

Any amendment of evaluation policy and/or procedures shall be distributed to each teaching staff member within ten (10) school days after adoption.

B. Support Staff Evaluations

Support staff employees shall receive a minimum of two (2) written evaluations yearly by appropriate supervisory personnel, and such evaluations shall be reviewed by the employee before being placed in his file. All monitoring or observations of the work performance of an employee shall be conducted openly and with knowledge of the employee. An employee shall be given a copy of any evaluation report prepared by his evaluators and shall initial both original and copy to signify receipt, but not approval thereof.

(1) Evaluations shall include a written narrative which may include, when pertinent:

- a. Strengths of the employee as evidenced during the period since the previous evaluation.
- b. Weaknesses of the employee as evidenced during the period since the previous evaluation.
- c. Specific suggestions as to the measures which the employee might take to improve his performance.
- d. The final decision regarding evaluation of cafeteria workers employed by the Lincoln Park Board of Education shall rest with the Superintendent of Schools.
- e. Any employee disagreeing with any point of an evaluation, shall have the right to respond in writing, within 10 working days of signing the evaluation, to the points of disagreement and will have a copy of such disagreement attached to the evaluation before placing the evaluation in his file.

ARTICLE XVI

FAIR DISMISSAL PROCEDURE

- A. In accordance with law, the Board shall give to each nontenured teacher continuously employed since the preceding September 30 either:
- (1) A written notice that a contract for employment for the next succeeding year will be offered to the teacher providing for such salary and benefits as may be required by law or by agreement between the Board and the Association; or
 - (2) A written notice that such employment shall not be offered.
- B. All non-tenure teachers desiring to accept employment for the next succeeding year shall notify the Board of such acceptance, in writing within ten (10) days of the date of the Board's written notice of employment. Failure to give such notice of acceptance shall be deemed an abandonment of continued employment.
- C. For Support Staff
- (1) Without in any way limiting any other rights or powers granted to the Board by applicable laws and regulations, the parties agree that the Board, in its sole discretion, may eliminate any and all employee positions and dismiss the employees holding such positions upon sixty (60) days notice in writing.
 - (2) Each employee's contract shall provide that his or her contract may be canceled upon receipt by the employee of thirty (30) days written notice.
- D. Paraprofessional and support staff employees who are not eligible for tenure shall be protected by job security based on seniority and satisfactory performance to the district after six (6) years of service. If the need arises to reduce the number of employment positions, those paraprofessional and support staff employees with the least amount of seniority shall be the first contracts to be non-renewed.
- (1) In the event a vacancy occurs after a reduction in force, laid-off paraprofessional and support staff employees shall be entitled to recall in order of seniority. At that time, the Association shall be provided with a seniority list of the paraprofessional and support staff employees.
 - (2) Seniority accrued in one position of employment with the Board of Education shall be carried over to seniority accrued in subsequent employment positions.

- (3) Seniority credit for part time employment shall be pro-rated based on the number of days actually worked in a year versus the length of their work year.

ARTICLE XVII

UNIFORMS

- A. Cafeteria
All cafeteria employees shall receive One Hundred twenty-five Dollars (\$125.00) and two (2) uniform shirts for the 2002-2003, 2003-2004, 2004-2005 school years. A cafeteria worker must be employed for a period of four (4) months to qualify for the uniform allowance. Those employees employed less than four (4) months will be entitled to a pro-rated portion of said uniform allowance. Payment will be made after presentation of receipt(s) to the Board.
- B. Custodial and Maintenance
To protect their shoes, all custodians and maintenance employees will be furnished with one pair of rubbers or boots and will be held responsible for their care and protection. Rubbers or boots will be replaced when they become unserviceable provided they are returned to the Supervisor of Maintenance. Beginning with employment with the district, custodians and maintenance employees will receive four (4) new uniforms every September, two (2) summer uniforms and two (2) winter uniforms. Custodians and maintenance employees (new and experienced) will be furnished with one (1) pair of safety work shoes every year.

ARTICLE XVIII

TEACHER FACILITIES

Each school shall have the following facilities:

- A. Space in each classroom in which teachers may store instructional materials and supplies;
- B. Equipment and supplies to aid in the preparation of instructional materials;
- C. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the use of teachers as a faculty lounge during the school year. Although teachers shall be expected to exercise reasonable care in

maintaining the appearance and cleanliness of said lounge it shall be regularly cleaned by the school's custodial staff;

- D. A serviceable desk, chair, and filing cabinet for the use of each teacher;
- E. Rest rooms, separate for each sex, and distinct from the students, insofar as is practicable and reasonable.

ARTICLE XIX

EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to make known to the principal the views of the staff with respect thereto. Said Committee shall consist of three (3) teachers and one (1) representative from each unit in the school buildings.
- B. The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XX

SICK LEAVE

- A. All teachers, paraprofessionals, and ten (10) month employees except those employees on unpaid leaves of absence shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Ten and one half month employees shall be entitled to eleven (11) days sick leave. Unused sick leave shall be accumulated from year to year with no maximum limit in accordance with statutory provisions. Sick leave cannot utilize while on unpaid leaves of absence.
- C. Twelve-month employees shall have twelve (12) accumulated sick days per year.
- D. Sick leave compensation for hourly employees will be based upon the average daily hours worked by each employee during the preceding full calendar month.

- E. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- F. A teacher having more than fifty (50) unused accumulated sick days remaining on the effective date of his retirement will be paid Fifty Dollars (\$50.00) unused accumulated sick day for the fifty-first (51st) through One Hundred Fiftieth (150th) day, one hundred (100) days maximum, provided, however, that to be eligible for such payment, the teacher must complete the academic year (no payment will be made if a teacher retires after the start of the school year and before the end of the school year.)
- G. Each support staff employee who, at the time of his or her retirement from the District, shall have more than twenty (20) unused sick days accumulated during a period of continuous service with the District, shall receive one (1) day's pay for each two (2) days (beyond 20 up to a maximum of fifty (50) days) of accumulated sick days, however, that in no event shall the pay for unused sick days on retirement exceed \$3,000. Partial days will not count and will not be pro-rated. The term "retirement" shall mean qualification for and acceptance by the employee of a pension under the Public Employees Retirement System.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that no more than one employee designated by the Association may, at the Board's discretion, be granted leave of absence without pay for the purpose of engaging in the educational activities of the Association or its affiliates.
- B. Maternity
 - (1) The board may remove any pregnant employee from her employment duties on any one of the following bases:
 - a. A substantial decline in employment performance from the period preceding delivery.
 - b. Her physical condition renders her incapable of performing her assigned duties, which shall be deemed to exist, if:
 - 1. The pregnant employee fails to produce a physician's certificate that she is medically able to continue her normal assignments or

2. The Board's physician concludes she is unable to continue her normal employment assignment.
 3. Any other educational cause found to exist in N.J.S.A. Title 18A.
- (2) The Board shall grant a leave of absence for medical reasons associated with pregnancy and childbirth to a pregnant employee on the same terms and conditions governing absence for other illnesses as set forth in N.J.S.A. 18A:30.
 - (3) For the month preceding the expected date of birth and the month following the actual date of birth, the employee presumed to be disabled and shall be entitled to paid disability leave provided (1) she has unused accumulated or annual sick leave available; and (2) she elects to use such sick leave. Should medical disability occur earlier in pregnancy or continue for more than one month following birth, the employee may receive additional paid disability leave provided (i) she has unused accumulated or annual sick leave to cover such leave, (ii) she elects to use such sick leave, and (iii) she is able to establish such medical disability. In either case (month before and after or additional periods) the provisions of Article XX(B) (4) shall apply.
 - (4) Any tenured or non-tenured employee seeking such leave shall apply in writing to the Board thirty (30) days prior to the desired commencement of such leave. The application shall include the desired beginning and ending dates of the leave. The Board may require a physician's certificate to support the requested leave dates. Such certificate is subject to agreement of the Board's physician. Where medical opinion indicates that the employee is unable to perform her normal employment assignment during the period encompassed by the leave dates requested, the Board shall grant the leave, except that where such dates would substantially impair the administration of the school, the Board may change the requested dates. Following the grant of such leave, the date of commencement and termination may be further extended or reduced for medical reasons upon application by the employee to the Board. Such application shall be granted by the Board for an additional reasonable period of time except that when such extension or reduction would substantially interfere with the Administration of the school, the Board may alter the requested dates providing that such altered dates are not medically contra-indicated. A physician's statement in support of the extension or reduction, subject to agreement by the Board's physician, may be required by the Board.
 - (5) Upon return from a maternity leave of absence, the teacher shall be reinstated to the District in a position for which she is certified.

- (6) The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period, so long as the non-renewal of employment is not based solely upon a condition of pregnancy. Maternity leave shall not be counted for tenure purposes.
 - (7) Advancement on the salary guide shall be based upon the date of commencement of the leave of absence.
 - a. A teacher shall be granted a full salary step subject to the review of active teaching performance if the teacher works five (5) months during a school year. A teacher out on leave must work five (5) months during a school year to achieve movement on the salary guide.
 - b. All paraprofessional and support staff employees must work at least one-half of their work year to receive seniority credit for a year of service and movement on the salary guide.
- C. Other leaves of absence may be granted by the Board for good reason.

ARTICLE XXII

TEMPORARY LEAVES OF ABSENCE

Employees, except those on unpaid leaves of absence, shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- A. Teachers shall receive up to three (3) days leave of absence per year in total. Application to the Superintendent of Schools or his designee for such leave shall be made at least two (2) school days before taking such leave (except in case of emergency). Any unused temporary leaves of absence as of June 30th shall accumulate as sick days annually.
- B. Support staff and paraprofessionals shall receive up to three (3) days leave of absence per year in total. Application to the Superintendent of Schools or his /her designee shall be made at least two (2) work days before taking such leave (except in case of emergency). Leave taken under this category cannot be taken during the first ten (10) days or during the last ten (10) days of the school year. Application to the Superintendent of Schools or his/her designee for such leave shall be made at least (2) days before taking such leave (except in case of emergency). Any unused temporary leaves of absence as of June 30th shall accumulate as sick days annually.

- C. All employees shall receive up to five (5) calendar days at any one time in the event of death of employee's spouse, child, parent, brother, sister, grandparent, grandchild or a person standing in loco parentis to the employee; and up to three (3) days at any one time in event of death of employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Travel time up to three (3) calendar days extra may, in the sole discretion of the Superintendent of Schools, be allowed where appropriate in connection with leaves of absence described in this paragraph.

In the event of the death of an employee or student in the Lincoln Park School District, the Principal of said employee or student may grant to an appropriate number of employees sufficient time off to attend the funeral.

- D. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid in accordance with the law.
- E. Time necessary for appearances in legal proceedings at the specific request or subpoena of the Board except that no leave shall be allowed or compensation granted to an employee or employees for appearances flowing out of discipline or any other action of the Board against such employee or employees unless such action of the Board is reversed or abandoned by the Board.
- F. Additional leaves of absence with or without pay may be granted by the Board for good reason.
- G. The compensation for hourly employees under this Article will be based upon the average daily hours worked by each employee during the preceding calendar month.

ARTICLE XXIII

VACATIONS

Twelve-month employees shall be entitled to vacations in accordance with the following schedule:

Completed Years of Continuous Employment	Vacation
Six months to one year	1 week
Starting 2nd year through 5 full years	2 weeks

Starting 6th year through 14 full years 3 weeks

Over 14 years 4 weeks

Those employees on unpaid leaves of absence will have their vacation time pro-rated for any contract year in which an unpaid leave of absence is taken. If a vacation has already been taken prior to the leave of absence, the next vacation period taken by the employee shall be pro-rated.

Vacation time is at the pleasure of the employee with prior administrative approval, provided it does not interfere with essential operation of the District. Conflicts in vacation schedules will be resolved based on employee's seniority in the Lincoln Park School District.

ARTICLE XXIV

HOLIDAYS

- A. Employees designated as Cafeteria employees shall be prepared to commence work no later than three (3) days prior to the official opening day for the school year and shall be prepared to finish on June 30th following the official closing of school. Such employees shall have eight (8) designated holidays as follows:
- | | |
|------------------------------|----------------|
| Thanksgiving (2 days) | Christmas Day |
| N.J.E.A. Convention (2 days) | New Year's Day |
| Good Friday | Memorial Day |
- B. Twelve-month employees shall work during the entire twelve months of the year, except as herein provided and shall have ten (10) designated holidays, as follows:
- | | |
|-----------------------|-----------------|
| Labor Day | President's Day |
| Thanksgiving (2 days) | Good Friday |
| Christmas (2 days) | Memorial Day |
| Independence Day | New Year's Day |
- C. Ten and one half (10 ½) month employees shall have holidays in accordance with the Principal's calendar.
- D. Twelve-month employees designated as Custodian or Maintenance employees, shall have two (2) holidays in addition to those specified in paragraph B, above and are designated as follows: New Year's Eve Day and Columbus Day. If a Holiday falls on a day school is in session, the employees shall work the holiday and be given another holiday in lieu thereof. Custodians and Maintenance employees may submit a list of substitute days in order of preference to the Superintendent of Schools by September 30th of the contract year if a holiday falls

on a day school is in session. The holiday will be designated by the Superintendent of Schools.

- E. Employees designated as Library Aides shall be available to commence work no later than three (3) days prior to the official opening day for the school year and shall be prepared to finish on June 30th following the official closing of schools. For the school years 2002-2003, 2003-2004, 2004-2005, library aides shall receive a stipend of \$400 per school year provided there is no certified librarian employed in the Lincoln Park School District. Such employees shall have eight (8) designated holidays as follows:

Thanksgiving (1 day)	New Year's Day
Christmas Day	Good Friday
Memorial Day	President's Day
N.J.E.A. Convention (2 days)	

ARTICLE XXV

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. In the event of any disorder or disruption in the regular program, the Association shall have the right to meet with the Board to develop programs to guarantee the safety of students, employees, and property, provided however, that this paragraph shall in no way limit the power of the Board or its representative to take immediate action to cope with an emergency.
- B. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of a wrongful assault and/or battery suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment.
- C.
 - (1) Employees shall immediately report all cases of assault and/or battery suffered by them in connection with their employment to their principal or other immediate superior, and shall as soon as possible thereafter follow-up with a written report.
 - (2) Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE XXVI

DEDUCTION FROM SALARY

- A. (1) The Board agrees to deduct from the salaries of its employees dues for the Lincoln Park Education Association, the Morris County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable laws and regulations. Said monies together with records of any collections shall be transmitted to the treasurer of the Lincoln Park Education Association by the 15th day of month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- (2) Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice by August 15 prior to the effective date of such change.

ARTICLE XXVII

INSTRUCTIONAL COUNCIL

- A. (1) An Instructional Council is hereby established. The Council shall only act in an advisory capacity to the Administration and Board. The purpose of this Council shall be to aid in the strengthening of the educational program through recommendations, research, implementation and evaluation to best meet the needs of the student. The Council may consider, but not be limited to, such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in service training and staff development, pupil testing and evaluation, teacher evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the Lincoln Park School District.
- (2) The Council shall consist of six members, three from each building. Three will be chosen by the Superintendent and three will be chosen by the Association.
- (3) The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association

Committees, Administrators, Board members, students, parents or other interested parties.

- B. Recommendations from the Council shall be submitted to the Board through the office of the Superintendent of Schools. The Superintendent shall present the Council's recommendations with his analysis to the Board, and the Board shall consider and study such recommendations and analyses. The Council's recommendations are not binding on the Administration or Board.

ARTICLE XXVIII

MENTORING CLARIFICATIONS

The state mandated mentoring program, in which a mentor teacher is assigned to work for one year with a new teacher who holds provisional certification, will operate as designated by the State of New Jersey. Any changes in the state guidelines will take precedence over those stated in the teacher's contract.

The mandated mentoring program requires that the district establish a support team that must include the principal and "an experienced mentor teacher." The support team may include a supervisor from the district or a college. It is the obligation of the principal and/or certified supervisor to observe and evaluate the new teacher at least three times during the initial mentoring year. The mentor teacher will participate in a collaborative conference between the provisionally certified teacher and the district support team at the start and at the end of the mentoring process, providing that this conference is not evaluative. Required support of at least nine interactions between the new teacher and members of the district support team must be evidenced. Those nine interactions may include, but not be limited to:

- (1) visitations to the classroom of the teacher by the mentor for the purpose of observation and/or informal coaching. The mentor teacher shall not share any evaluative feedback with administrators or supervisors;
- (2) scheduled meetings before school, after school, and/or during prep times;
- (3) the collaborative conferences between the provisionally certified teacher and the district support team at the start and end of the mentoring process;
- (4) other meetings such as those for the purpose of developing plan books, lesson plans, acquiring support materials, planning activities and projects, and/or coaching related to parent interactions.

Postings of all available mentoring opportunities will be made if the teacher who requires mentoring is hired by the district ten days or more before the end of the school year. If

the teacher who requires mentoring is hired during the summer or when school is not in session, the principal or responsible administrator may select a mentor teacher based on a list of those who have indicated interest in becoming mentors. The LPEA will be given a copy of the list; the list shall be reissued annually.

The mentor teacher will receive payment for services from the provisional/alternate route teacher based on the state-approved rates. This payment will be done through the district payroll department. Appropriate deductions will be made from the provisionally certified teacher's pay to cover the payment of the mentor, the amount of that payment being designated by the State. The Board of Education will incur the administrative costs of facilitating this process.

Since the State guidelines for mentoring stipulates that a mentor teacher may serve more than one provisionally certified teacher, a mentor may serve more than one client. However, every effort will be made to tap all professional expertise of the staff members who are available and willing to serve as mentor teachers.

In the selection of a mentor teacher, preferences may be given to a staff member who works in the same school, grade level, and/or subject area as the provisionally certified teacher.

The mentor teacher shall not write formal evaluations or give verbal evaluations of a mentored teacher.

ARTICLE XXIX

PROFESSIONAL DEVELOPMENT

- A. Professional development and education improvement for state mandated 100 hours of continuing education.

In any given year, the Board will provide two (2) one/half day (1/2) in-service professional development experiences that will assist the teacher in attaining the required one hundred (100) hours of continuing education towards the state one hundred (100) hour requirement.

- B. Paraprofessionals

The Board will grant up to two (2) workshops, seminars, conferences, or other such sessions per paraprofessional per year, that an employee elects to take and/or is requested to take by the administration. All such sessions must be relevant to one's area of employment as determined and approved by the Superintendent. A professional day will be granted to take these sessions.

ARTICLE XXX

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority, subject only to the limitations imposed by this agreement and in accordance with applicable laws and regulations, to manage and direct, on behalf of the public, all the operations and activities of the Lincoln Park School District.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force.
- 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. Whenever any notice is required to be given by either of the parties to this agreement to the other, either party shall do so by telegram or letter registered, hand carried, or otherwise personally served, as follows: (1) If by the Association, to the Board through its Secretary at 92 Ryerson Road, Lincoln Park, New Jersey; (2) If by the Board, to the President of the Association.
- D. Between one hundred seventy-five (175) and two hundred twenty-five (225) copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after this Agreement is signed by all parties. The said printed version shall be pocket size. The Agreement shall be presented to all employees now employed, or hereafter employed by the Board.

ARTICLE XXXII

AGENCY SHOP

- A. Representation Fee. If a member of the bargaining unit (See Article 1A) 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 shall be required to pay a representation fee in lieu of dues not to exceed eighty-five (85) percent of dues, fees and assessments to the Association for that membership year.
- B. Procedure
1. Notification. Prior to August 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year or not paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
 2. Payroll Deduction Schedule. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, according to the procedure established for dues deduction for members.
 3. Termination. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question. The procedure, as described in B.3. above, shall apply only if it is equally applied under the same circumstances to members of the Association for the purpose of dues collection.
 4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
 5. Notification. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above. The Association will further notify the Board of the amount of the representation fee before August 1.

- C. Indemnification. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with the provision.

ARTICLE XXXIII

DURATION OF AGREEMENT

- A. The duration of this contract shall be three (3) years. This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended unless mutual agreement to extend the same is reached. In the absence of mutual agreement to extend, it is expressly understood that this agreement shall expire on the date indicated.
- B. For the duration of this Agreement and any extension thereof, it is agreed that the employees shall adhere to the terms of this contract and shall not call or engage in a strike, or threats thereof, or participate in any cessation of work, slowdown, work stoppages or interference of any kind with normal school or Board operation.

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

LINCOLN PARK
EDUCATION ASSOCIATION

LINCOLN PARK
BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Board Secretary

Dated: _____

Dated: _____

SCHEDULE A

**LINCOLN PARK BOARD OF EDUCATION
Teachers Salary Guides
2005-2006**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1-2	39,526	40,670	41,895	43,566	44,795	46,419	48,294
3	40,126	41,320	42,545	44,069	45,345	46,969	48,844
4	41,426	42,670	43,845	45,469	46,845	48,519	50,394
5	42,726	43,970	45,045	46,769	48,345	49,969	51,844
6	44,326	45,420	46,795	48,469	49,845	51,519	53,394
7	45,926	46,970	48,495	50,069	51,545	53,119	54,994
8	47,826	48,870	50,195	51,769	53,095	54,669	56,544
9	50,126	51,170	52,645	54,369	56,195	57,269	60,144
10	52,626	53,521	54,946	56,670	58,546	59,620	61,495
11	55,038	55,984	57,509	59,183	60,954	62,128	64,003
12	59,409	60,355	61,955	63,549	65,305	67,074	68,949
13	62,313	63,289	64,884	66,578	68,508	69,003	70,878
14	65,363	66,089	67,463	69,068	71,233	72,003	73,878
15	69,409	70,294	71,618	73,233	74,953	76,150	78,428
16	73,820	74,864	76,139	77,763	79,039	80,663	82,538

SCHEDULE A

**LINCOLN PARK BOARD OF EDUCATION
Teachers Salary Guides
2006-2007**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	40,505	41,810	43,115	45,725	47,030	48,335	49,640
2-3	41,375	42,680	43,985	46,595	47,900	49,205	50,510
4	42,345	43,650	44,955	47,565	48,870	50,175	51,480
5	43,415	44,720	46,025	48,635	49,940	51,245	52,550
6	44,585	45,890	47,195	49,805	51,110	52,415	53,720
7	45,855	47,160	48,465	51,075	52,380	53,685	54,990
8	47,525	48,830	50,135	52,745	54,050	55,355	56,660
9	49,595	50,900	52,205	54,815	56,120	57,425	58,730
10	52,065	53,370	54,675	57,285	58,590	59,895	61,200
11	54,935	56,240	57,545	60,155	61,460	62,765	64,070
12	58,205	59,510	60,815	63,425	64,730	66,035	67,340
13	61,875	63,180	64,485	67,095	68,400	69,705	71,010
14	65,945	67,250	68,555	71,165	72,470	73,775	75,080
15	70,415	71,720	73,025	75,635	76,940	78,245	79,550
16	75,285	76,590	77,895	80,505	81,810	83,115	84,420

SCHEDULE A

**LINCOLN PARK BOARD OF EDUCATION
Teachers Salary Guides
2007-2008**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1-2	44,985	46,335	47,685	50,385	51,735	53,085	54,435
3-4	45,640	46,990	48,340	51,040	52,390	53,740	55,090
5	46,395	47,745	49,095	51,795	53,145	54,495	55,845
6	47,250	48,600	49,950	52,650	54,000	55,350	56,700
7	48,205	49,555	50,905	53,605	54,955	56,305	57,655
8	49,260	50,610	51,960	54,660	56,010	57,360	58,710
9	50,715	52,065	53,415	56,115	57,465	58,815	60,165
10	52,570	53,920	55,270	57,970	59,320	60,670	62,020
11	54,825	56,175	57,525	60,225	61,575	62,925	64,275
12	57,485	58,835	60,185	62,885	64,235	65,585	66,935
13	60,545	61,895	63,245	65,945	67,295	68,645	69,995
14	64,005	65,355	66,705	69,405	70,755	72,105	73,455
15	67,865	69,215	70,565	73,265	74,615	75,965	77,315
16	72,125	73,475	74,825	77,525	78,875	80,225	81,575
17	76,785	78,135	79,485	82,185	83,535	84,885	86,235

