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Agreement

between the

LINCOLN PARK
EDUCATION ASSOCIATION

and the

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

73-74

Effective date:
September 1, 1973-74



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THIS AGREEMENT entered into this 18th day of April, 1973, 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 full time personnel under contract or on leave, employed by the Board, including teachers, nurses, guidance personnel, and librarians, but excluding principals, supervisory employees, administrative employees, custodial employees, cafeteria workers, secretarial and clerical staff.

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

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

Any such agreement so 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 TEACHER RIGHTS

A. The Board hereby agrees that all teachers shall be afforded those rights granted by the New Jersey Employer-Employee Relations Act of 1968, and any amendments thereto.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

C. Whenever any teacher 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 that teacher 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.

D. 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 judgement of available

criteria pertinent to any given subject area or activity for which he is responsible. No grade shall be changed without consulting the teacher.

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

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.

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 such facilities are not otherwise in use.

E. The Board may, in its sole discretion, 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 therefor.

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 shall 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 teachers' normal in-school work day shall begin no later than fifteen (15) minutes before the arrival of pupils, shall end no sooner than thirty (30) minutes after the departure of pupils, and shall include a duty-free lunch period.

(2) The normal in-school work day shall not include matters such as parent-teacher conferences, faculty meetings and faculty workshops for which teachers may be required to remain after the end of the normal in-school work day without compensation.

ARTICLE VI NONTEACHING DUTIES

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

- (1) delivering books to classrooms and/or performing other custodial functions; except that teachers shall be expected to exercise normal and reasonable care in maintaining the appearance and cleanliness of classroom and other school facilities;
- (2) correcting standardized tests used at the direction of the Board or the Administration, except for reading readiness and achievement tests;
- (3) collecting money from students except for milk, 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.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Definitions

(1) "Grievance" shall mean a claim by a teacher based upon the interpretation, application or a violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers. A grievance shall not include any of the following:

- a. Any decision by the Board concerning the termination of a contract or non-renewal of a contract of a non-tenure employee.
- b. Any matter where a specific remedy is provided by law.

(2) "Aggrieved person" is the employee or employees making a grievance.

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

B. General Provisions

(1) It is agreed that all proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, and that all teachers shall continue under the direction of the Superintendent and Administration regardless of the pendency of any grievance.

(2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If the time limits specified are not complied with and are not extended by mutual agreement, then the grievance shall be waived or moved to the next step, depending upon which party fails to comply with the time limits.

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

C. Adjustment of Grievances

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

a **Level One** — An employee with a grievance shall first discuss it directly and personally with the appropriate supervisory officer, either his immediate supervisor, his building principal, or the Superintendent of Schools, with the objective of resolving the matter informally. The employee shall schedule such discussion within ten working days from the occurrence of the act or acts or order or orders giving rise to the grievance, or from the time he learns or reasonably should have learned of such act or acts or order or orders, whichever shall be later. In the event the discussion is not scheduled within

said time, the grievance shall be deemed to have been waived.

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

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

supervisory authority within five (5) school days in turn until it has been reviewed by the Superintendent of Schools. For the purposes of this provision, the sequence of appeal shall be from the immediate supervisor to the building principal to the Superintendent of Schools. Prior to each appeal, the supervisor from whose decision the appeal is to be taken shall be notified of the intention to appeal.

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

d **Level Three** — If a party in interest is not satisfied with the disposition of the grievance by the Superintendent of Schools, or if no decision thereon has been rendered within ten (10) school days after submission of the matter to the Superintendent of Schools, the grievance or complaint may be appealed to the Board of Education within five (5) school 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 shall promptly notify the president of the Board and the president shall make every reasonable attempt to schedule a hearing within two (2) weeks but, in any event, no longer than four (4) weeks after the date of appeal. The employee shall choose whether or not he wishes to be present, and, if the employee is in fact to be present, the president may invite the Superintendent of Schools, the building principal or any other supervisory officer or party in interest to attend such session. The Board of Education shall first review the case and shall decide whether such review will be informal or in the context of a formal hearing and shall so notify parties in interest within three (3) days before the date set for review or hearing. The Board of Education shall render a written decision in the matter within sixteen (16) calendar days of the date of review.

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

(3) No reprisals of any kind shall be taken by the Board of Education or any employee thereof or by the Association or any member or representative thereof against any participant in the grievance procedure or any employee by reason of such per-

son's participation or non-participation in the grievance procedure.

(4) If, in the judgement of the Association, a grievance affects a group or class of employees, the Association through the PR&R Committee may submit such grievance in writing to the Superintendent of Schools and the processing thereof shall commence in this fashion at Level Two, Step 2. Once filed and unless resolved at any level, a grievance may not be withdrawn except with the permission of the Personnel Committee of the Board of Education, or such other committee of the Board of Education appointed to deal with such matters.

(5) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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

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

D. If an aggrieved person or the Association wishes further to appeal, the following procedure shall be observed:

(1) Within five (5) days of service of the written decision of the Board upon the

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

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

(3) The referee's fees shall be jointly shared by both parties to the grievance, and the referee shall be without power to make any decision contrary to law. His authority shall be limited solely to the interpretation and application of this Agreement.

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

ARTICLE VIII SALARIES

A. The salaries for all teachers covered by this Agreement shall be set forth in Schedule A.

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

C. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds, including interest accrued, less administrative costs, if any, shall be

paid to the teacher or his estate on the final day in June or upon termination, if earlier.

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

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

ARTICLE IX INSURANCE PROTECTION

The Board shall provide and pay (1) the full cost of health care insurance protection for each teacher only to the extent provided by the Blue Cross-Blue Shield program for public employees with major medical and Rider J coverage and only when the individual teacher elects to be covered by such a program; and (2) the full cost of identical coverage for the family of each teacher only when the individual teacher elects such coverage, provided however, that a teacher may elect individual coverage without family coverage, and provided further, that in either case such coverage is not otherwise available to the teacher.

ARTICLE X GRADUATE STUDY

The Board shall re-imburse each teacher for one-half of the cost of tuition payments for part-time or summer graduate studies. 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. Such graduate studies shall be first approved by the Superintendent of Schools. In evaluating such applications for approval, the Superintendent shall be guided by the following exclusive criteria.

A. Respecting post-bachelor degree studies leading to a master's degree, that the program shall have been approved by the Superintendent of Schools and will lead to a master's degree of use in the field of education;

B. Respecting post-master degree studies, that the course or courses to be taken are within the field of educational specialty of the applicant; 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 reimbursement.

ARTICLE XI

TEACHER ASSIGNMENT

A. Insofar as may be practicable, all teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming school year not later than the last day of school of the period covered by this Agreement. Insofar as new or additional information is received after the last day of school, the administration of the school system shall not be bound by the foregoing notifications but shall endeavor to work within them consonant with good administrative practices and the best interests of the school system. If practicable, notice of a change in assignment which occurs subsequent to the last day of school, shall be sent to the teacher at his summer or last known address. The teacher 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 as soon as practicable.

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

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 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies known to him at that time which shall occur during the following school year.

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

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

(4) Nothing herein shall prevent the Superintendent from reassigning or transferring any teacher subsequent to the posting of such schedule.

B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional

requirements and best interests of the school system. If a teacher's request for transfer has been denied in the first year of such request, the Superintendent of Schools shall endeavor to honor the same request made the following year.

ARTICLE XIII INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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

B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than August 1.

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

D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent of Schools or principal, at which time the teacher shall be notified of the reason therefor.

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment in regard to

choice among those positions which are vacant. A teacher being involuntarily transferred or re-assigned shall be placed only in an equivalent position, i.e., one which does not involve reduction in rank or in total compensation.

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) When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

(2) Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. 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. Nothing contained in the Article or elsewhere in this Agreement shall be construed to prevent or otherwise impair the power of the Superintendent of Schools immediately to fill a vacancy on a temporary or acting basis before placing in operation the procedures established in this Article.

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 and attainments of all applicants and other relevant factors. When all other factors are substantially equal, length of time in the Lincoln Park School District shall be an important factor. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

D. Nothing contained herein shall be construed to limit the Board to the promotion of teachers currently employed by the Board, and the Board may hire qualified persons from outside the district.

ARTICLE XV CLASS SIZE

In the planning of any new school building, the Board shall make every reasonable effort to reduce class size to acceptable educational standards and to acquire special teachers on a teacher-pupil ratio to obtain an educationally acceptable level as dictated by sound educational practice, the financial condition of the district, building facilities available, the availability of qualified teachers, and the best interests of the district.

ARTICLE XVI
TEACHER EVALUATION

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

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

B. (1) A teacher shall have the right, upon advance written notice of at least two (2) days, to review any non-confidential material contained in his personnel file in the presence of the Superintendent of Schools or his designee, and to receive copies at the teacher's expense of any such material. A teacher shall be entitled to have a representative of the Association accompany him during such review.

(2) No non-confidential item of a derogatory or detrimental nature shall be inserted in a teacher's file without prior notification to the teacher who will initial same to signify acknowledgment, but not approval, thereof.

(3) No documents and/or other material shall be placed in the personnel file of a teacher after severance other than in accordance with the provisions of this Article.

C. (1) Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall

have had appropriate communication, including but not limited to all steps in Section (2) below, with said teacher regarding his performance as a teacher.

(2) Supervisory reports shall be presented to non supervisory personnel by the principal periodically in accordance with the following procedures:

- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
 1. Strengths of the teacher as evidenced during the period since the previous report.
 2. Weaknesses of the teacher as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- d. Such supervisory reports are to be provided for non-tenure teachers at least four (4) times each year and for tenure teachers at least twice each year.

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

ARTICLE XVII
FAIR DISMISSAL PROCEDURE

A. On or before April 30, the Board shall give to each non-tenure 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, provided however, that the Board shall not be obliged to state any reasons for not offering such employment.

B. All teachers, both tenured and non-tenured, desiring to accept employment for the next succeeding year shall notify the Board of such acceptance, in writing, on or before June 1. Failure to give such notice of acceptance shall be deemed an abandonment of continued employment.

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 space 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

TEACHER-ADMINISTRATION LIAISON

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

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

ARTICLE XX

SICK LEAVE

A. All teachers 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. Teachers shall, upon request, be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. Upon written notice of retirement, which must be given by not later than January 1 of the school year prior to that at the end of which the teacher will retire, a teacher shall be granted an additional increment of \$350, provided however, that to be eligible for such increment a teacher must have been employed in the Lincoln Park school system for ten (10) consecutive years next preceding the written notice and must have accumulated forty-five (45) sick leave days at the time of the written notice.

ARTICLE XXI MATERNITY LEAVE

The Board shall not discriminate against any teacher solely on the fact of pregnancy or a specific number of months of pregnancy in violation of the Law Against Discrimination.

ARTICLE XXII TEMPORARY LEAVES OF ABSENCE

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

(1) Up to three (3) days leave of absence per year in total for any of the following reasons:

- a. Family Illness
- b. Court Order
- c. Religious Holiday
- d. Personal affairs of a non-recreational nature or affairs which cannot be carried out after school hours or on week-ends.

Application to the Superintendent of Schools or his designee for such leave shall be made at least two (2) days before taking such leave (except in

case of emergency) and the applicant shall state the reason for requesting such leave.

(2) Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent or sibling; and up to three (3) days at any one time in the event of death of a teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or person standing **in loco parentis** to the teacher. Traveling time up to three (3) extra days shall, in the sole discretion of the Superintendent of Schools, be allowed where appropriate in connection with leaves of absence described in this paragraph.

In the event of the death of a teacher or student in the Lincoln Park School District, the principal of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

(3) Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard. A teacher shall be paid in accordance with law.

(4) Other leaves of absence with or without pay may be granted by the Board for good reason.

ARTICLE XXIII
PROTECTION OF TEACHERS, 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, teachers, and property, provided however, that this paragraph shall in no way limit the power of the Board or its representative to take immediate action to cope with an emergency.

B. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal

property damaged or destroyed as a result of a wrongful assault and/or battery suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

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

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

D. A school nurse shall be scheduled to be in each building.

ARTICLE XXIV

DEDUCTION FROM SALARY

A. (1) The Board agrees to deduct from the salaries of its teachers dues for the Lincoln Park Education Association, the Morris County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with 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 of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

(2) Each of the associations named above shall certify to the Board, in writing, the current

rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice by August 15 prior to the effective date of such change.

ARTICLE XXV INSTRUCTIONAL COUNCIL

A. (1) An Instructional Council is hereby established. 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, advising the Board on 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 three members, one from each building, chosen by the Superintendent, and three members 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 analyses to the Board, and the Board shall consider and study such recommendations and analyses.

ARTICLE XXVI 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 XXVII MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

C. One Hundred Fifty (150) copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after this Agreement is signed by all parties. The said printed version shall be in pocket size. The Agreement shall be presented to all teachers now employed, or hereafter employed by the Board.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by telegram or letter registered, hand carried, or otherwise personally served, as follows: (1) If by the Association, to the

Board through its Secretary at 19 Station Road, Lincoln Park, New Jersey; (2) If by the Board, to the President of the Association.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

A. This Agreement shall be effective as of September 1, 1973, and shall continue in effect until August 31, 1974, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF

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

**LINCOLN PARK
BOARD OF EDUCATION**

By Peter W. Fitzgerald, President
Attest: Wm. F. Sullivan, Secretary

**LINCOLN PARK
EDUCATION ASSOCIATION**

By Mary Ann Risley, President
Attest: Justine Comiskey, Secretary

SCHEDULE A

	B.A.	M.A.	M.A. + 30
1.	\$8,400	\$8,990	\$9,590
2.	\$8,750	\$9,350	\$9,950
3.	\$9,100	\$9,700	\$10,305
4.	\$9,450	\$10,050	\$10,660
5.	\$9,800	\$10,400	\$11,020
6.	\$10,140	\$10,750	\$11,380
7.	\$10,590	\$11,200	\$11,700
8.	\$10,940	\$11,560	\$12,095
9.	\$11,285	\$11,920	\$12,450
10.	\$11,630	\$12,270	\$12,800
11.	\$11,880	\$12,520	\$13,170
12.	\$12,230	\$12,870	\$13,530
13.	\$12,580	\$13,230	\$13,885
14.	\$12,930	\$13,600	\$14,250
15.	\$13,600	\$14,200	\$14,850