

PROFESSIONAL NEGOTIATION AGREEMENT

The Board of Education of the Borough of Highlands and the Highlands Education Association do hereby agree that the welfare of the children of Highlands is paramount in the operation of the school and will be promoted to both parties. The parties do hereby agree as follows:

I. Recognition

The Board of Education of the Borough of Highlands, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Highlands Education Association, hereinafter referred to as the Association, as the exclusive representative of all certificated personnel employed, or to be employed, by the Board for the purpose of negotion on matters of mutual concern.

The Association recognizes the Board as the elected representative of the people of Highlands and as the employer of the certificated personnel of the Highlands School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern and will use professional and educational channels for appeal in the event of impasse.

II. Principles

A. Attaining Objectives:

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. Professional Teaching Personnel:

Teaching is a profession requiring specialized qualifications, and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.

Teachers have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

C. Representation:

The Board, the Board and superintendent, or their designated representatives shall meet with representatives of the Association to negotiate and to reach agreement on policies governing the recruitment of teachers, community support for the school program, budget preparation, curriculum, in-service training, class size, teacher turnover, personnel policies, salaries, working conditions, communications, disposition of funds received pursuant to the federal Elementary and Secondary Education Act of 1965, and other mutually agreed upon matters which affect the quality of the education program.

Individuals and minority organizations may present their views and recommendations to the Board at regularly scheduled meetings of the Board.

A. Directing Requests:

Requests for meetings from the Association normally will be made directly to the Superintendent or his representative. Requests from the superintendent or the Board or their representatives will be made to the president of the Association. A mutually convenient meeting date shall be set within fifteen days of the date of the request.

B. Meetings:

Meetings composed of members of the Association Negotiation Committee, the Board, and the superintendent shall be called upon the written request of any one of the parties. Requests for meetings shall contain the reasons for the request. Teacher members of the committee shall be released from school duties to attend meetings. Meetings shall be scheduled to interfere the least with school schedules. Official summary minutes shall be kept and clerical assistance provided.

C. Assistance:

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations. Necessary clerical assistance shall be provided.

D. Study Committees:

The parties may appoint ad hoc study committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration. The Committees shall report finding to the parties.

E. Progress Reports:

With the approval of the parties, periodic progress reports may be issued.

F. Exchange of Information:

The Board and superintendent agree to furnish the Association Negotiation Committee, upon reasonable request, all available information concerning financial resources of the district. Such information will include the tentative line budget at least ninety days before it is scheduled to be adopted, as well as preliminary budgetary proposals, requirements, and allocation, and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program.

IV. Agreement

When agreement is reached, it shall be reduced to writing and, when approved by the Association and the Board, signed by the parties, and become a part of the official minutes of the Board. The agreement shall constitute a modification of the Articles of this Agreement, and when necessary, provisions in the agreement shall be reflected in individual contracts. The agreement shall not discriminate against any member of the staff regardless of membership or nonmembership in the Association.

V. Mediation and Appeal

A. Board of Education

If agreement is not reached, and members of the Board have not participated directly in the deliberations, the Association representatives and the superintendent or his representative may present separate reports to the Board. The procedure outlined in Section III will then be followed to reach agreement, with the Board, or a majority of Board members, participating in the deliberations.

B. Advisory Board

In case of disagreement about the meaning or application of this Agreement, or if an impasse is reached during negotiations, the matter will be submitted to an Advisory Board within thirty days after the request of either party to the other. The Board will name one advisor, and the Association will name another. A third member, who shall be the chairman, shall be named by the first two named members.

The Advisory Board shall report recommendations for settlement within fifteen days. The recommendations shall be submitted to both parties and shall be made public.

C. State Commissioner of Education

If the Advisory Board fails to make a recommendation acceptable to the parties within the specified time, either the Board or the Association may request the State Commissioner of Education to appoint an individual or committee to recommend a settlement. The person or committee shall have authority to confer separately or jointly with the superintendent, representatives of the Board and the Association, and to utilize any other source of information. Data or recommendations may be made public.

If the parties refuse to accept the proposed settlement, the Commissioner shall so notify the State Board of Education.

VI. Costs

Costs and expenses which may be incurred in securing and utilizing the services of any individual or Advisory Board shall be shared equally by the Board and the Association.

VII. Articles

The salary schedules and policy statements, attached hereto in the form of Articles, are made a part of this agreement, and shall be negotiated in conformance with the dates listed in the next section and with the procedures outlined above.

VIII. Duration

The provisions of each Article attached hereto shall be effective as of July 1, 1966, and shall continue in full force and effect until June 30, 19__.

Either party desiring changes in this Agreement shall notify the other party in writing at least thirty days prior to April 1 of any year. Changes may be made at any time by mutual consent.