

**AGREEMENT BETWEEN THE  
ENGLEWOOD TEACHERS' ASSOCIATION  
AND  
THE ENGLEWOOD BOARD OF EDUCATION**

**JULY 1, 2015-JUNE 30, 2018  
ENGLEWOOD, NEW JERSEY**

## TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	RECOGNITION .....	1
II.	NEGOTIATION PROCEDURE .....	2
III.	GRIEVANCE PROCEDURE.....	2
IV.	BOARD RIGHTS AND RESPONSIBILITIES .....	4
V.	ETA RIGHTS AND RESPONSIBILITIES.....	5
VI.	TEACHING GOALS AND CONDITIONS.....	7
VII.	ACADEMIC AND PERSONAL FREEDOM.....	8
VIII.	TEACHER COMPENSATION.....	8
IX.	SICK LEAVE .....	10
X.	PERSONAL LEAVES.....	10
XI.	EXTENDED LEAVES OF ABSENCE.....	11
XII.	PROFESSIONAL DEVELOPMENT PROGRAM.....	13
XIII.	INSURANCE PROTECTION.....	13
XIV.	DEDUCTION FROM SALARY .....	15
XV.	PROMOTIONS AND VACANCIES .....	16
XVI.	TEACHER ASSIGNMENT .....	17
XVII.	VOLUNTARY TRANSFER AND ASSIGNMENTS.....	17
XVIII.	INVOLUNTARY TRANSFER AND REASSIGNMENTS .....	18
XIX.	TEACHER WORK YEAR.....	18
XX.	TEACHING HOURS AND TEACHING LOAD .....	19
XXI.	NON-TEACHING DUTIES.....	20
XXII.	FAIR DISMISSAL PROCEDURE.....	21
XXIII.	COMPLAINT PROCEDURES .....	22
XXIV.	TEACHER ADMINISTRATION LIAISON COMMITTEE.....	22
XXV.	TEACHER FACILITIES.....	22
XXVI.	TEACHER EVALUATION PROCEDURES .....	23
XXVII.	CURRICULUM COUNCIL .....	23
XXVIII.	JUST CAUSE PROVISION.....	23
XXIX.	BOARD RIGHTS.....	24

XXX.	AGENCY SHOP ARTICLE.....	24
XXXI.	SCHOOL CALENDAR.....	25
XXXII.	REDUCTION IN FORCE PROCEDURES .....	25
XXXIII.	MISCELLANEOUS PROVISIONS.....	25
XXXIV.	PROGRAM MANAGER ASSIGNMENT.....	26
XXXV.	DURATION OF AGREEMENT .....	27

ENGLEWOOD PUBLIC SCHOOLS  
ENGLEWOOD, NEW JERSEY

Agreement Between  
The Englewood Teachers' Association  
and  
The Englewood Board of Education  
for  
2015/2016, 2016/2017, and 2017/2018 School Years

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the BOARD OF EDUCATION OF THE CITY OF ENGLEWOOD (hereinafter the "Board") and the ENGLEWOOD TEACHER'S ASSOCIATION, (hereinafter the "ETA.")

WITNESSETH:

WHEREAS the Board has an obligation, pursuant to Chapter 123, Public Law 1974, to negotiate with a representative selected by a majority of employees in an appropriate unit with respect to the terms and conditions of employment pertaining to such unit;

WHEREAS the parties have reached certain understandings, which they desire to confirm by this Agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the ETA as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel, whether under contract, on leave, employed or to be employed by the Board, but excluding supervisors, directors, administrators, and non-professional personnel.

B. Definition of Teacher

Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the ETA in the negotiation unit as above defined, and references to male teacher shall include female teachers.

C. Any disputes as to unit coverage will be resolved by the Public Employment Relations Commission (PERC) under its then applicable unit clarification procedures.

ARTICLE II

## NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement, in accordance with Chapter 123, Public Law 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. A request for such negotiations to begin shall be initiated in writing by either party any time after the official opening of the school year covered by this agreement. Negotiations shall commence within three (3) weeks after the initial request has been made. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the ETA and be adopted by the Board.
- B. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
- C. When the parties mutually determine that a meeting shall be scheduled during the school day, the teachers involved shall suffer no loss in pay.
- D. The parties agree to supply each other for inspection and copying all requested and pertinent records, data, and budgetary information as it becomes available to the respective parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. Definitions
  - 1. A "grievance" is an appeal of the interpretation, application, or violation of policies, agreements, and administrative decisions affecting a teacher.
  - 2. An "aggrieved party" is the ETA, teacher or teachers making the appeal.
  - 3. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the appeal.
- B. Purpose
  - 1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems, which from time to time arise affecting teachers.
  - 2. Nothing herein contained shall be construed as limiting the right of the teacher having a grievance discussing the matter informally with his/her immediate superior and having the matter adjusted without the intervention of the ETA provided the adjustment is not inconsistent with the terms of this agreement and that the ETA has been given the opportunity to be present at such adjustment and to state its views.
- C. Procedure
  - 1. A grievance must be filed within forty-five (45) calendar days of the date of the occurrence giving rise to the grievance, or within forty-five (45) calendar days of the date when the "aggrieved party" or the ETA should have reasonably known of such occurrence. Since it is important that grievances be processed as rapidly as possible,

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

2. In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Any grievance filed, which has not been settled prior to the termination of this agreement, together with all grievance procedures pertaining thereto, survive the termination of this Agreement.

3. **Level One**

An aggrieved party may (a) first discuss the grievance informally with his/her principal or immediate superior or (b) discuss such grievance with his/her principal or immediate superior through the ETA's designated representative with the objective of resolving the matter informally.

4. **Level Two**

If the aggrieved party is not satisfied with the disposition of his/her grievance discussed at Level One, he/she may file the grievance in writing with the ETA. The ETA may present such written grievance to the aggrieved party's principal or immediate superior for resolution within ten (10) school days of receipt of same. The aggrieved party's principal or immediate superior shall issue his/her written decision within the ten (10) school days of receipt of same.

5. **Level Three**

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the written grievance was submitted to the aggrieved party's principal or immediate superior, he/she may request that the ETA submit his/her grievance to the Superintendent of Schools. The ETA may submit the grievance to the Superintendent of Schools within ten (10) school calendar days after receipt of such request. In connection with this procedure, the ETA may request of the Superintendent of Schools and shall receive any available records, data, and other information relevant to the grievance being processed. The Superintendent of Schools shall issue his/her written decision within fifteen (15) school days of receipt of the grievance.

6. **Level Four**

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after reaching the Superintendent of Schools, the aggrieved party may request that the ETA request a hearing of the Board. The ETA's request shall be transmitted to the Superintendent of Schools, who shall attach and forward the request to the Board. The Board shall hear the grievance within fifteen (15) school days. The Board shall make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within ten (10) school days from the date of the close

of the hearing setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the ETA within five (5) days from the date that the decision was rendered by the Board.

**7. Arbitration**

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within fifteen (15) school days after the Board hearing, the aggrieved party may request that the ETA submit the grievance to arbitration. If submitted to arbitration, either party may request a list of arbitrators from the Public Employment Relations Commission. The Board and the ETA shall then be bound by the rules and procedures of the American Arbitration Association. Arbitration shall begin upon the availability of the arbitrator.

The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning, and decision on the issues submitted. As to those grievances which involve the meaning or interpretation of the language of this Agreement, the arbitrator's decision shall be final and binding on the parties. As to all other grievances covered by this Article, the arbitrator's decision shall be advisory only. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of the Agreement or of applicable law, rules or regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

8. The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.
9. The ETA shall have the right to be present and to state its views at all stages of the grievance procedure except an unwritten Level One grievance.
10. If, in the judgment of the ETA, a grievance affects a group or class of teachers, the ETA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The ETA may process such grievance through all levels of the grievance procedure provided it is a class action even though the aggrieved party does not wish to do so.

## ARTICLE IV

### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the employment of any rights conferred by law, that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in or participation in the activities of the ETA and its affiliates, participation in collective negotiations with the Board, or other proceeding affecting terms and conditions of his/her employment.

- B.** It is agreed that in connection with collective negotiations, grievances or the institution of complaints or other proceedings, Board Members, Administrators, and Teachers will act in conformance with the ethical standards of their profession and position, and will specifically seek to:
1. Refrain from exploiting any personal or professional relationships with students or student groups.
  2. Provide equal educational opportunities for all children regardless of ability, race, creed, or location of residence.
  3. Support and protect school teachers in the performance of their duties, including the teachers' right to determine grades.
  4. Present personal criticism of school personnel only through the grievance procedures set up under Article III of this contract.
  5. Recognize that a profession must accept responsibility for the conduct of its members in the performance of their duties and understand that each person's conduct may reflect upon that person's profession or group.
  6. Participate and conduct themselves in a responsible manner in the development and implementation of policies affecting education.
  7. Keep the trust under which confidential information is exchanged.

## **ARTICLE V**

### **ETA RIGHTS AND RESPONSIBILITIES**

- A.** The Board agrees to furnish to the ETA, in response to reasonable requests, available and non-confidential information concerning the financial, educational and personnel resources of the school system.
- B.** Every opportunity shall be extended to the ETA to involve it in the formulation, revision, and evaluation of instructional and educational programs under consideration or being presently implemented within the school system.
- C.** The ETA shall have the right to use school buildings at reasonable non-instructional hours for meetings, provided that the approval of the principal of the building in question has been secured in advance of the time of all such meetings. Such approval shall not be unreasonably withheld.
- D.** The ETA shall have the right to use school facilities and equipment including copiers and other current technology, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with or interrupt school operations.
- E.** The ETA may place in all faculty lounges and dining rooms a bulletin board for its exclusive use. The ETA shall also be assigned adequate space on the bulletin board in the Central Office



for ETA notices. Copies of materials posted on such bulletin boards shall be given to the building principal prior to posting, but no approval shall be required.

- F. The ETA will have reasonable use of the interschool mail service.
- G. The Superintendent of Schools, as the chief executive officer of the Board, will be available at least once a month upon request and reasonable notice by authorized representatives of the ETA to discuss all aspects of professional service including conditions of employment.
  - 1. As a result of these meetings (a) the ETA representatives and the Superintendent may elect to develop recommendations that shall be submitted to the Board for consideration and action, (b) the Board, ETA or Superintendent may request that a meeting of the parties shall be convened within a three-week period.
  - 2. All pertinent information, financial or otherwise, concerning the matters to be discussed will be assembled by the Superintendent and made available to members of the Board and authorized representatives of the ETA whenever possible one (1) week prior to the meeting. During the meeting, facts, opinions, proposals, and counter-proposals will be exchanged freely.
  - 3. The parties may call upon educational or legal professionals and/or lay representatives for consultation that must be paid by the party requesting the service.
  - 4. Proposed policy statements of the Board -- developed as a result of discussions with, or with the assistance of authorized representatives of the ETA--shall be presented at a reasonable time prior to their adoption by the Board. A reasonable time shall generally be interpreted as twenty-five (25) days.
- H. Whenever the parties mutually determine that any meeting shall be scheduled during the school day, the teachers involved shall suffer no loss in pay.
- I. The-ETA shall be allowed reasonable time to explain its functions and membership policies at the orientation meetings prior to the opening of the new school year.
- J. **Representational Rights**

Whenever any teacher is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Written notice is not required under emergent circumstances such as involving suspicion of substance abuse, student/staff safety concerns, or other matters in which a delay in speaking with the teacher may interfere with data collection.

## ARTICLE VI

## TEACHING GOALS AND CONDITIONS

- A. In assigning or changing duties and responsibilities of individual teachers, full consideration shall be given to the fact that a teacher's primary responsibility is to teaching; that his/her energies should be utilized to this and to the greatest extent possible; and that his/her effectiveness as a teacher may be substantially reduced by unreasonable class size, excessive assignment of non-teaching duties, and insufficient planning and preparation time.
- B. As professionals, teachers are required to devote to their assignments the time necessary to meet their responsibilities and, therefore, may be required to sign in and sign out of the building. The Board reserves the right to determine the method of signing in and signing out. For safety purposes, and unless other arrangements are made with the individual building principal, teachers are expected to be in the school building fifteen (15) minutes before the official time of students' arrival at the beginning of the school day, and in their rooms or assigned areas five (5) minutes before the beginning of class; moreover, teachers are to remain in the school building at the end of each day fifteen (15) minutes after the students have dismissed except as follows:
1. Teachers are to remain in the school building at the end of each day fifteen (15) minutes after the students have been dismissed.
  2. One (1) day per week, there shall be a forty (40) minute tutorial session offered. The teachers will notify the building administrator of the day and time that they will be available for their students. The teacher will maintain a weekly written log to be conducted in accordance with the following:
    - a. The selections of students for the tutorial program shall be at the discretion of the teachers in consultation with the administration. Tutorial sessions may be offered at the close of the student day or before the start of the student day as mutually selected by the student and teacher. Students may request to be part of the tutorial program, and every effort should be made to address the needs of all students.
    - b. Details for the implementation of the program shall be jointly worked out between the President of the ETA and the Superintendent of Schools.
- C. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his/her recognized professional responsibility to assist students after school has been dismissed when such help is needed or requested.
1. The Superintendent and his/her designee have full discretion and control over the agenda for staff meetings. Generally, staff meetings will be held on Mondays of each school week (see exceptions below) for forty-five (45) minutes

Seven (7) times a year, with two (2) weeks' notice, there will be a staff development meeting for one and one-half (1½) hours (90 minutes). Teachers will have input into the planning of these hours. There will be no Monday staff meeting in the week following the 90 minute meeting.

- D. Teachers are not permitted to leave the school building for personal reasons, except with approval of the principal. Teachers shall sign-out and sign-in if leaving the campus for any reason prior to the end of the work day. This provision does not apply to a teacher's duty-free lunch and duty-free preparation periods.

## ARTICLE VII

### ACADEMIC AND PERSONAL FREEDOM

The Board and the ETA agree that:

- A. Academic freedom is essential to the fulfillment of the purposes of the Englewood School System.
- B. Individuality of approach and innovation are valuable and necessary assets in the classroom, and the Board acknowledges the fundamental need to protect teachers from any censorship or restraint that might interfere with their obligations to pursue truth in the performance of their teaching functions so long as the approach does not violate the law or deviate from the approved curriculum. Copies of applicable curricula shall be available for teacher review and copying in each building. Copies shall be maintained in the Principal's office.
- C. The personal life of a teacher is of appropriate concern to the Board only as it may adversely affect the teacher's performance of his/her assigned functions or his/her effectiveness with the school system.

## ARTICLE VIII

### TEACHER COMPENSATION

- A. It shall be clearly understood by both parties that the salary schedules (e.g. designated as Appendix I-A, I-B, Appendix II, and Appendix III included in this Agreement) do not guarantee an automatic salary increase.
- B. Withholding of Employment Increment Procedure
1. The Board of Education may withhold, for inefficiency or other just cause, the employment increment of any teacher in any year. The Board of Education, within ten (10) school days, shall give written notice of any such action, together with the reasons thereof, to the teacher concerned.
    - a. Employment increments may be withheld only in accordance with the following:
    - b. That the procedure be adhered to as outlined in Article XXVII of this Agreement.
    - c. A teacher who is being recommended for an increment withholding shall be provided written notice by the school administrator or the Superintendent, as may be applicable. Notice shall include the alleged cause(s) for the

recommendation specifying the nature thereof with such particulars as to furnish to the teacher appropriate information so as to challenge the proposed withholding.

2. The term "employment increment" as used herein is intended to mean the next step on the salary guide at which step the teacher would be placed. If the employment increment is withheld, the individual in question shall remain at the step on the guide for the year during which the employment increment is withheld, even though that step shall be higher than the previous year.
- C. New hires shall not be placed on the step and column of the salary guide above that of existing unit members with the same experience (teaching experience, work experience, life experience), i.e., they shall not receive an advantage over current employees with respect to step/column placement resulting from the compression of the salary guide with the exception of staff hired in difficult-to-find positions (e.g., Speech therapists, special education teachers, High School math, science teachers and/or teachers with unique skills/qualifications to fill positions for specialized programs). The Board in its sole discretion shall define which positions are deemed "difficult to find".
- Example- If a current unit member with ten (10) years of experience is placed on step 2, then a new hire with ten (10) years outside experience shall not be placed above step 2.
- D. Any extra compensation received by teachers holding non-tenured positions in the school system, such as a team leader, curriculum associate or coach will be paid on a monthly basis, subject to stipend retention as set forth in Appendix I-B . Extra compensation for non-teaching assignments, if any, will also be paid on the foregoing basis.
- E. Any teacher commencing work on or prior to December 1st shall receive a full year's salary credit on the salary guide for the next school year. Any teacher commencing work after December 1st shall not receive any credit on the salary guide in the next school year, but shall only receive a full year's salary credit on the salary guide for the second subsequent school year.
- F. For all staff members, in the event that a substitute teacher is unavailable and the affected students are split among other teachers, those teachers shall equally divide the substitute teacher pay. For all teachers required to cover classes during their lunch or prep period, they will be paid the hourly rate.
- G. Any tenured teacher who receives a National Teacher Certification shall receive a reimbursement of \$2,500.00 each year that the teacher holds the NTC.
- H. In order to qualify for advancement from one salary guide to the next, advanced degrees, and college credits must be directly related to current approved jobs in the District.

## ARTICLE IX

## SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) days sick leave each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. In addition, one (1) cumulative sick leave day shall be granted for every four (4) weeks worked to any teacher employed in the summer program.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.
- D. Payment for sick leave for service connected disability shall be in compliance with N.J.S.A. 18A:30-2.1.
- E. Upon retirement, the Board shall grant a maximum payout of \$4,000 for accumulated sick leave. In order to receive payment for accumulated sick days upon retirement, the individual teacher must: (i) provide written notice to the Board at least 60 days prior to the proposed retirement date; (ii) have been continuously employed in the Englewood Schools for ten (10) years immediately preceding retirement; and (iii) have accumulated and unused sick leave days of not less than thirty (30) days.

## ARTICLE X

### PERSONAL LEAVES

- A. The Board and ETA recognize that personal emergencies arise from time to time which, by their very nature, interfere with or render impossible a teacher's attendance to his/her teaching responsibilities. Because of the burden that emergencies place on both the individual teacher and school system, the Board, in the past, has established the concept of temporary leaves of absence for emergencies that cannot be anticipated or handled during off hours, weekends, or school holidays and has attempted to insure the availability of skilled substitute teachers to minimize the effect of a regular teacher's absence during the emergency. The Board and ETA recognize, however, that the detrimental effect of a regular teacher's absence for class can never be completely eliminated, regardless of the degree of competence of the substitutes provided. Accordingly, they agree that every effort should be made to keep such absences to a minimum.
- B. Requests for personal leave shall be submitted at least forty-eight (48) hours in advance of the date of such leave whenever possible, provided, however, that the Superintendent of Schools shall have the right to waive the forty-eight (48) hour requirement in case of emergencies. Applications should be made by the teacher, or a person designated by him/her, on forms obtained in his/her principal's office. No personal leave shall be permitted on a day prior to or after a school holiday, except if approved in advance by the Superintendent.
- C. Leave with pay for days set forth in Sections D, E, and F of this Article shall not be cumulative for use in subsequent years.
- D. An allowance of up to five (5) days of leave during a school year shall be granted in connection with a death in the immediate family (as defined herein) of a teacher. Immediate

family is defined as Wife, Husband, Son, Daughter, Stepchildren, Mother, Father, Sister, Brother, Grandmother, Grandfather, Son-in-Law, Daughter-in-Law, Mother-in-Law, Father-in-Law, "Civil Union/Domestic Partner" as those terms are defined by law.

- E. A cumulative allowance of up to four (4) days of leave during a school year shall be granted for the following reasons. Not more than two (2) consecutive days shall be granted for any leave taken pursuant to categories 2, 4, and 6 below.
1. Legal business
  2. Graduation of an immediate family member (as defined herein) from high school or higher education institution
  3. Serious illness of a member of the immediate family (as defined) of a teacher
  4. Death, of a friend or relative (not within the definition of immediate family)
  5. Observance of a religious holiday
  6. Moving of a residence
- F. A cumulative allowance of up to one (1) day of leave during a school year shall be granted for a personal reason other than those listed in Section E. In any such instance, the teacher involved shall give notice to his/her immediate superior as soon as possible. Such requests for personal leave shall not be granted on days preceding or following a school holiday except if the Superintendent determines that such reason is valid.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCE

- A. Extended leaves of absence without pay may be granted by the Board of Education upon request for good reason, including but not limited to:
1. Engaging in activities of the ETA or its affiliates;
  2. Joining the Peace Corps, Vista, or National Teacher Corps;
  3. Serving as an exchange teacher, overseas teacher or accepting a Fulbright Scholarship;
  4. Teaching in an accredited college or university;
  5. Serving in the Armed Forces of the United States.

The length of the extended leave of absence will be determined by the Board upon recommendation of the Superintendent and shall be solely within the Board's discretion. No leave under this Article shall be taken until formal Board approval via public resolution is secured. Application for a leave under Paragraph A shall, when possible, be made in writing on or before November 15<sup>th</sup> of the year immediately preceding the requested leave. For leaves approved under Paragraph A, the employee's health insurance benefits under the State Plan

shall terminate, and the employee may elect to purchase health insurance benefits at his/her cost through COBRA for the duration of the leave.

- B. Upon returning from leave granted under Section A of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Extended leaves of absence without pay may be granted by the Board for the care of a sick member of the teacher's immediate family. Applications for such leaves shall be made with as much advance notice as possible.
- D. Maternity leave shall be granted subject to the following conditions.
  - 1. A teacher shall notify the Superintendent of her pregnancy in writing, as far in advance of the requested commencement date of the leave as possible, and upon request of the Board, the teacher shall supply a physician's certificate stating the expected date of delivery.
  - 2. Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.
  - 3. The initial period of Maternity leave shall be granted for the balance of the school year in which the leave commences. Following the granting of such leave to any teacher, the date of return of that teacher shall be further extended, if requested, for a period not to exceed one additional school year from the birth of the baby.
    - a. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.
    - b. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of a maternity leave.
    - c. If a tenured teacher wishes to return to work after the close of the school year, she may do so in the first or second September following the year in which she left. There will be no health benefits beyond the baby's first birthday.
  - 4. No teacher shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a time lapse between that birth and her desired date of return, provided she supplies a physician's certificate attesting to her ability to perform her teaching duties as requested by the Board.
  - 5. No teacher shall be removed from her teaching duties during pregnancy, except based upon one of the following:
    - a. That her teaching performance has noticeably declined;

- b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by the third physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding;
  - c. Any other just cause.
6. A teacher adopting a child shall receive similar leave that shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.
- E. All benefits to which a teacher was entitled at the time of a leave of absence commended under the terms of this Article shall be restored upon return, except that the time spent on said leave shall not count toward the fulfillment of the time requirement for acquiring tenure.

## ARTICLE XII

### ADVANCEMENT TO NEXT GUIDE

Tenured teachers will be considered for advancement from one salary guide to the next only once per year. Teachers should make application by September 1<sup>st</sup> or March 1<sup>st</sup> each school year. If approved, payments for advancement will commence October 1<sup>st</sup> or April 1<sup>st</sup> of the same school year. There will be no retroactive salary guide advancements.

1.

A.

## ARTICLE XIII

### INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher while actively employed or on leave (subject to the limitations set forth in Article XI), and in cases where appropriate, for family-plan insurance coverage.
- 1. The Board shall make a payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  - 2. The health insurance carrier shall be the "N.J. School Employee Health Benefits Insurance Plan," and the carrier shall not be changed except by mutual agreement of the ETA and the Board. The employee contribution shall be the amount required under the schedules for tiered contributions mandated by Chapter 78 (Tier 4 at the % for the life of the Agreement). The parties agree to implement the annual employee contribution toward health benefits (1.5% or the tiered contribution, whichever is higher) and maximum opt-out provisions as mandated under the N.J. School



Employee Health Benefits Program (\$5,000 or 25% of the amount saved, whichever is less), according to an IRS Section 125 Plan to be implemented by the Board.

3. All individuals hired by Board resolution dated after September 1, 2013, shall be enrolled into the District's Direct 15 Health Insurance Plan for a period of not less than thirty-six (36) months from the date of hire (employees may elect to "buy up" for Direct 10 coverage at their expense). At the conclusion of the thirty-six (36) month period, these employees may elect to enroll in the Board's Direct 10 Health Insurance Plan. All health insurance plans offered by the Board are subject to the mandatory employee contribution rates established by P.L. 2011, c. 78.
- B. For individual and family coverage where appropriate, the Board shall make full payment for the dental insurance coverage provided under program 111-B of the New Jersey Dental Service Plan (DELTA) (subject to Ch. 78 contributions), and the carrier shall not be changed except by mutual agreement of the ETA and the Board.
  - C. The Board shall make full payment for the optical insurance coverage provided under Plan C/No deductible of the vision services plan for individual and family coverage where appropriate (subject to Ch. 78 contributions). The carrier shall not be changed except by mutual agreement of the ETA and the Board.
  - D. The Board shall study the feasibility of continuing health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the ETA.
  - E. The Board shall provide to each teacher a description of the conditions and limits of coverage as listed above.
  - F. Any teacher on leave who desires a change in insurance coverage may request such change and pay for the additional cost of such change during the time that said leave is in effect.
  - G. If a newly hired employee already has insurance coverage, or if said employee secures comparable insurance with a company, the Board agrees to reimburse the employee up to the premium of the State Plan for comparable coverage until insured under the State Plan provided by the Board.
  - H. The Board shall implement a voluntary opt-out for Board-paid dental and vision insurance coverage, with payment of 25% of the Board's annual cost paid to those who waive coverage. Employees who waive coverage shall be eligible to re-enroll during the open enrollment periods, subject to returning a prorated portion of the opt-out payment to the Board prior to re-enrollment and meeting the re-enrollment criteria.
  - I. If the Board is assessed a cost associated with the ACA Tax, the parties will reopen the contract for the purpose of negotiating only the ACA Tax assessment, as long as the District remains in the SEHBP.

#### ARTICLE XIV

## DEDUCTION FROM SALARY

### A.

1. The Board agrees to deduct from the salaries of its teachers dues for the Englewood Teachers' Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 NJ. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Englewood Teachers' Association by the 15<sup>th</sup> of each month, following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association.
2. Teachers desiring payroll deduction or organization dues should submit a signed and dated authorization statement to the Secretary of the Board of Education setting forth the following information:
  - a. Name of employee
  - b. Social security number
  - c. School district name (Englewood)
  - d. School building
  - e. Organization choice(s)
  - f. Total amount to be deducted for the fiscal school year

In addition, the authorization statement should contain the following information:

"I hereby request and authorize the Disbursing Officer of the above school district to deduct membership dues and such amount(s) as may be required for current year membership(s) and such amount(s) as may be required for dues in each subsequent year, all as certified by said organization(s); such amount(s) to be paid to such person as may from time to time be designated by the local association. This authorization may be terminated only by prior written notice from me effective January 1<sup>st</sup> or July 1<sup>st</sup> of any year. I waive all rights and claims for monies so deducted and transmitted, and relieve the Board of Education and its officers from any liability therefore. I designate the ETA to receive dues and distribute them according to the organization(s) indicated."

3. 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 prior to the effective date of such change.

4. Additional authorization for dues deduction may be received at any time under rules and regulations established by the New Jersey State Department of Education.
5. Any written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which the notice of withdrawal is filed.

**B. Direct Deposit**

- C. Direct deposit may be made to any recognized financial institution mutually agreed upon by both parties. The ETA will indemnify, defend and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the ETA or an individual teacher (as to Sections A and/or B above) in supplying to it information concerning the names of the teachers and the amounts of dues/salary (for payroll savings) to be deducted.

## ARTICLE XV

### PROMOTIONS AND VACANCIES

**A.**

1. Promotional positions are those that pay a salary differential and/or positions on the Administrator/Supervisory levels of responsibility.
2. Whenever a vacancy occurs or a new position is created, a notice shall be posted at least ten (10) days prior to filling the position, in each building, stating the vacancy and requirements for said vacancy or promotion and indicating the closing date of applications. When posting the position, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. The qualifications established for any position must be in agreement with those qualifications for the position in the original notice and shall not be changed when such future vacancies occur unless the ETA has been notified in advance.
3. All qualified teachers who have submitted an application for the position shall be interviewed, and applicants not being hired for the position, shall be notified as soon as possible after the position is filled.

**B. Summer School Positions**

1. All openings for summer school positions shall be posted in each building by April 1st or as soon as possible thereafter.
2. Teachers interested in any summer school position shall indicate their interest in writing to the Superintendent of Schools no later than ten (10) days after posting.
3. Priority for summer school positions shall be given to teachers currently employed by the Englewood Board of Education.

4. Teachers employed for the summer school session shall be paid in accordance with the hourly rate set forth in Extra Service Appendix IV.
- 5.

## ARTICLE XVI

### TEACHER ASSIGNMENT

- A. All teachers shall have the opportunity to request a change in teaching assignment by May 1<sup>st</sup>. An answer will be provided by June 1<sup>st</sup>.
- B. All teachers shall be given written salary notices or contracts no later than May 15<sup>th</sup>. Class and subject assignments will be given on or before August 1<sup>st</sup> whenever possible. Building and room assignments will be made on or before August 1<sup>st</sup> whenever possible.
- C. Teachers who may be required to use their own automobile 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 Department of Education approved (OMB) rate. The OMB rate will apply for all driving related to assigned duties upon submission of the required voucher.

## ARTICLE XVII

### VOLUNTARY TRANSFER AND ASSIGNMENTS

- A. No later than May 1<sup>st</sup> of each school year, the Superintendent shall deliver to the ETA and post in all school buildings a list of the known vacancies that shall occur during the following school year.
- B. A teacher who desires a change in grade or subject assignment, or who desires to transfer to another school may file a written statement of such desire with his/her principal. Such statement shall include the grade or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Such request for transfer and reassignment for the following year shall be submitted no later than May 15<sup>th</sup>. If a transfer to another school is requested, statements from both the sending and receiving school principals must be obtained, attached to the application of transfer and forwarded to the Superintendent of Schools.
- C. As soon as practicable, and no later than June 15<sup>th</sup> the Superintendent shall post in each school and deliver to the President of the ETA, a system-wide schedule showing the names of all teachers who have been reassigned or transferred to a different school and the nature of such reassignment or transfer.

## ARTICLE XVIII

## INVOLUNTARY TRANSFER AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and in cases of involuntary transfer or reassignment effective in the following school year, notice shall be given no later than May 30<sup>th</sup>, except in cases of unforeseen circumstances beyond the control of the Board.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and his/her immediate supervisor, at which time the teacher shall be notified of the reasons therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an ETA representative present at such meeting. Following this meeting, a written decision shall be provided to the teacher within ten school days.

## ARTICLE XIX

### TEACHER WORK YEAR

- A. The in-school work year for all teachers employed on a ten (10) month basis shall not exceed a total of one hundred eighty-five (185) work days including:
  - 1. One hundred and eighty (180) regular student attendance days;
  - 2. Optional Emergency Days, as needed (an Emergency Day is one on which the Schools are officially closed by the Superintendent and teacher attendance is not required);
  - 3. Three (3) Orientation days prior to the opening of school;
  - 4. Two (2) additional Superintendent's Days shall be added to the school calendar. These days shall not be added to the beginning of the school year, but shall be placed throughout the school year. Further, the ETA shall participate in the planning of the curriculum for these days. These days shall be scheduled at the discretion of the Superintendent.
- B. If the Optional Emergency Days are not used, they will be subtracted from the teacher in-school work year total at the end of the school year.
- C. The in-school work year shall not be less than one hundred eighty (180) days.
- D. The day before Thanksgiving and the day before winter break, except if the holiday falls on a Saturday or Sunday, shall be a half day (4 hour) session for all teachers.
- E. Teachers and new hires may be brought in prior to the official start date of the school year and shall be compensated as in Appendix II (Extra Service).
- F. The school day when "Back to School Night" is scheduled shall be an early release for all schools.

- G. There shall be mandatory Parent/Teacher Conferences at all schools. On days when parent/teacher conferences are officially scheduled, that school shall have an early release. There shall be two (2), two-day sessions per school year. One day each session may be used for an evening conference.

## ARTICLE XX

### TEACHING HOURS AND TEACHING LOAD

- A. All teachers shall be guaranteed a minimum of one (1) duty-free preparation period per day. The above is in addition to his/her daily duty-free lunch period of forty (40) minutes.
- B. Every effort shall be made to ensure that High School and Middle School teachers not be responsible for more than three (3) different preparations. In the event, however, that a teacher is required to prepare for more than three (3) different preparations, then that teacher shall not be required to perform any non-teaching duties. Every effort shall be made to ensure that teachers assigned at the Academies@Englewood are not scheduled for more than four (4) class periods in a row, on any given day.
- C. Any teacher assigned to six (6) teaching periods on any given day shall not be assigned to any non-teaching duties on such days.
- D. Whenever the building principal believes it necessary to meet the educational needs of the school system, High School and Middle School teachers may be assigned to a maximum of one (1) non-teaching assignment per day, except for as noted in Article XX, Section B.
- E. On any days when parent/teacher conferences are officially scheduled, the elementary schools shall be on half-day sessions. It shall be clearly understood that all of the administrative procedures related to the scheduling of said parent/teacher conference days shall be the exclusive right of the Superintendent of Schools and the scheduling of any such half-day sessions in one year does not establish a past practice for any future year(s).
- F. Teachers may be assigned atypical working hours in accord with all other provisions set forth in this Article.
- G. Atypical assignments shall be the exception, not the rule, and shall be designed with the intent to save teaching positions. Atypical assignments shall be considered to maximize use of facilities and /or provide an appropriate educational program for students and/or to cover emergency situations.
- H. Atypical assignments shall be limited to Monday through Friday. Any teaching assignment made under this Article shall not increase the teacher workday.
- I. The Superintendent shall have the exclusive right to pass on the qualifications and expertise of the teacher in determining which teacher shall be assigned to a position that deviates from the normal work schedule.
- J. No teacher may be assigned an atypical schedule without the consent of the teacher.

Example: "Atypical Schedule"-workday begins at 9:00 a.m. or one or more teaching periods later than the start of the school day and ends one hour or one or more teaching periods later than the end of the contract day for other staff.

- K. The Standard Workday for teachers assigned to DMAE shall be defined as: 7 hours, 20 minutes, 7:45 a.m. – 3:05 p.m.
- L. The Extended Workday for teachers assigned to DMAE shall be defined as: 8 hours, 20 minutes, 7:45 a.m. – 4:05 p.m. Teachers assigned to an extended day may be assigned up to one (1) non-instructional duty period per day, if in accordance with Article XXI-C.
  - 1. As compensation for this extended-day schedule, as well as the provisions below, teachers will receive a salary increment of \$5,120 per annum. A partial extended day (anything other than a full-year assignment) shall be prorated. This amount shall be pensionable.
- M. The Standard Workday for teachers assigned to the Eagle School Initiative shall be defined as: 7 hours, 8:00 a.m. – 3:00 p.m.
  - 1. As compensation for this schedule, as well as the provisions below, teachers will receive a salary increment of \$5120 per annum. A partial day (anything other than a full-year assignment), shall be prorated. This amount shall be pensionable.
- N. Student/Teacher Contact Time shall include (but not be limited to) the following: class sessions, monitored study halls, teacher duties, club meetings, office hours, grade-level meetings, projects, academy focused endeavors, off-site academically sound field trips.
- O. For programs held off the High School Campus (in full or in part), the work day shall be the same, but with flexibility as to start and end times.

## ARTICLE XXI

### NON-TEACHING DUTIES

- A. The Board and the ETA acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the fullest extent possible, be utilized to this end. Therefore, they agree as follows:

Teachers shall not be required to perform the following duties:

1. Collect money from students for pictures or insurance;
2. Store books and deliver books to classrooms;
3. Store district-wide standardized tests given at the direction of the Superintendent of Schools or Board;
4. Transport students;

- B. In addition, the Board shall make every reasonable effort to relieve teachers of cafeteria and playground supervision.
- C. Any teacher assigned to lunchtime cafeteria or playground duty shall not be assigned to any extra duty assignment for the day.

## ARTICLE XXII

### FAIR DISMISSAL PROCEDURE

#### A. Notification of Status

On or before May 15<sup>th</sup> of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30<sup>th</sup> either:

1. A written offer of contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the ETA.
2. A written notice that such employment shall not be offered.

#### B. Reasons

Any non-tenured teacher who receives a notice of non-employment within fifteen (15) calendar days thereafter, in writing, may request a statement of reasons for such non-employment from the Board, which statement shall be given to the teacher within thirty (30) calendar days after receipt of such request.

#### C. Hearing

Any non-tenured teacher who receives a notice of non-employment and statement of reasons shall be entitled to a hearing before the Board within ten (10) calendar days after the receipt by the teacher of the statement of reasons.

#### D. Scheduling of Hearing

The Board shall schedule a hearing for any non-tenured teacher so requesting same within thirty (30) calendar days of such request.

#### E. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenured teacher for the next succeeding school year within three (3) calendar days after the completion of the hearing. Said proceedings shall be completed at the Board's determination and presented to the teacher no later than June 15<sup>th</sup>.

#### F. Notification of Intention to Return

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 1<sup>st</sup>, in which event such employment shall continue as provided for



herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

**G. Other Notice(s) of Termination**

Any non-tenured teacher who receives a notice at any time that his/her employment shall be terminated shall be entitled to a statement of reasons, a hearing, and all other procedural steps set forth in this Article.

**H. Right to Representation**

At the teacher's option, an ETA representative may be present at all hearings provided for in this Article.

**ARTICLE XXIII**

**COMPLAINT PROCEDURES**

In the event a complaint regarding a teacher is made by a parent, which could adversely affect the teacher's position in the School system, and such complaint is brought to the attention of the teacher or Administration, said teacher shall be informed of all the facts and details available and shall have the opportunity to process his/her position on the matter through appropriate channels.

**ARTICLE XXIV**

**TEACHER ADMINISTRATION LIAISON COMMITTEE**

- A. The Committee shall consist of three (3) representatives appointed by the ETA and three (3) representatives appointed by the Board.
- B. The Committee's function will be to review and discuss local school problems and practices and to play an active role in the revision and development of Board Policy.
- C. Either party may call for a meeting of the Committee at its option as long as such a request for a meeting is made within a reasonable period of time prior to the suggested meeting date.
- D. As a general rule, the Committee shall meet four (4) times during the school year, but by mutual consent, the number of meetings may be increased or decreased as required.
- E. The initial meeting of the Committee shall be held no later than October 15<sup>th</sup> of the school year covered by this Agreement.

**ARTICLE XXV**

**TEACHER FACILITIES**

- A. An appropriately furnished and air-conditioned room, which shall be reserved for the use of the teachers as a Faculty Lounge, shall be provided in each school.

- B. A private pay telephone may be installed in each Faculty Lounge at the expense of the ETA.
- C. The Board shall supply a smock for Art and Home Economics teachers, a laboratory coat for Laboratory Science teachers and a shop coat for Shop and Industrial Arts teachers,

## ARTICLE XXVI

### TEACHER EVALUATION PROCEDURES

#### A. Observations

**Observations and evaluations shall be conducted in accordance with state statute and state regulations. Teachers shall receive their written feedback and a post-observation conference prior to their subsequent observation.**

1. **B. Miscellaneous** All monitoring or observation of work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited.
2. Teachers shall be evaluated only by appropriately certified personnel who are designated by the Board of Education to supervise instruction.
3. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein.

## ARTICLE XXVII

### CURRICULUM COUNCIL

It is agreed that the ETA shall be represented on the Curriculum Council of the Englewood School District. Said representative shall be on the basis of one (1) ETA member elected from each building.

## ARTICLE XXVIII

### JUST CAUSE PROVISION

The Board shall not take disciplinary action against any teacher, reduce any teacher in compensation, nor otherwise detract from or eliminate any teacher benefit except for just cause or as otherwise provided by this Agreement.

## ARTICLE XXIX

## BOARD RIGHTS

The Board and the ETA agree that, unless otherwise provided in this Agreement and under the provision of applicable laws, the final decision-making authority with respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change or innovation, rests with the Board of Education. Among these rights are the Board's standards of selection for employment, job classifications and to maintain the efficiency of its operations.

## ARTICLE XXX

### AGENCY SHOP ARTICLE

#### A. Purpose of Fee

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

#### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

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

#### C. Termination of Employment

If a teacher 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 paid to said teacher during the membership year in question and promptly forward same to the Association.

#### D. Mechanics

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

E. The ETA shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon fair share information furnished by the ETA or its representatives.

## ARTICLE XXXI

### SCHOOL CALENDAR

- A. The ETA will submit to the Superintendent prior to February 1st of each year its recommendation with respect to the school calendar for the ensuing school year.
- B. The Board, in determining said school calendar, will consider the recommendations of the ETA and will advise and consult with the ETA concerning any deviations from such recommendations prior to the adoption of or any changes in the official school calendar.

## ARTICLE XXXII

### REDUCTION IN FORCE PROCEDURES

- A. Reduction in force (layoff) shall not be made for arbitrary and capricious reasons and shall be in compliance with the laws of the State of New Jersey.
- B. In the event of identical seniority and certification rights, layoffs shall be determined by a lottery jointly conducted by the ETA and the Board.
- C. A seniority list shall be prepared by the Board and given to the ETA within sixty (60) days after the execution of this Agreement. Said list shall include the names of all members of the bargaining unit, the certification held, and their years of continuous employment in the Englewood School System.

## ARTICLE XXXIII

### MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee 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.
- C. 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.
- D. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed. The expense of printing the Agreement shall be shared equally by both parties and presented to all teachers.

- E. This Agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed and adopted by the Board.
- F. All teachers must be notified in writing within a reasonable time if they are going to be discussed at a Board of Education Meeting. Staff shall also be notified in writing of the outcome, for example, approved, non-approved, or tabled, within reasonable time of said meeting.
- G. The Board and the ETA agree that there shall be no discrimination in hiring, training, assignment, promotion, transfer, or discipline of teachers on the basis of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation and gender identification.
- H. In the event that a teacher is directed to move and/or relocate his/her classroom, the teacher shall be eligible to receive additional compensation at the rate of \$125 per day for two days, unless release time is granted during the normal work week.

I. **Saving Clause**

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

- J. Whenever any notice is required to be given by either of the parties of this Agreement to the other, it shall be sent to the following:
  - 1. If by the ETA, to the President of the Board of Education;
  - 2. If by the Board, to the President of the ETA.

**ARTICLE XXXIV**

**PROGRAM MANAGER ASSIGNMENT**

- A. Program Managers are empowered to play an active role in the admissions process to all campus programs, with input from Teachers.
- B. Teachers will assist in the Admissions Process by hosting open houses, proctoring admittance examinations, conducting applicant interviews and assessing applications.

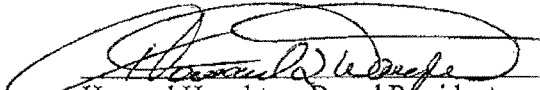
**ARTICLE XXXV**

### **DURATION OF AGREEMENT**

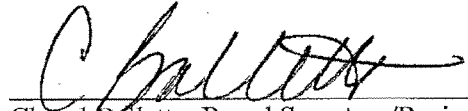
This Agreement shall be effective as of July 1, 2015, and continue in effect until June 30, 201. If this Agreement expires, it is expressly understood that all provisions and benefits contained herein shall remain in force until a new agreement is agreed upon and signed by the parties.

IN WITNESS WHEREOF, parties have executed this Agreement by their duly authorized representatives on the day and year first above written.

**BOARD OF EDUCATION THE SCHOOL DISTRICT  
OF THE CITY OF ENGLEWOOD**

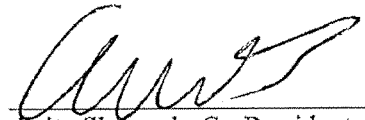
  
Howard Haughton, Board President

Date: 12/23/15

  
Cheryl Balletto, Board Secretary/Business Administrator

Date: 12/23/15

**ENGLEWOOD TEACHERS' ASSOCIATION**

  
Anita Shemesh, Co-President, Teachers Association

Date: 12/23/15

  
David Vignola, Co-President, Teachers Association

Date: 12/23/15

## Appendix I-A

### A. Summer Orientation

**\$100 per day or substitute rate; whichever is greater**

### B. Overload Provision:

The Superintendent may assign teachers at the Middle School or High School up to one (1) additional teaching period, five (5) days per week, in any subject area. Overload will be the exception and will not be used in lieu of hiring a teacher. All overload teaching schedules will be assigned in consultation with the teacher. Whenever possible, all overload assignments shall be made first to staff who volunteer. If there is more than one certified volunteer, then selection will be made at the discretion of the building administrator. In the event that there are no appropriately certified volunteers, the Superintendent shall retain the right to assign certified staff.

### Overload Payment Provision

**\$5,120.00 per year to be prorated per semester, effective January 1, 2016.**

### C. Staff Development:

Teachers asked to present staff development will be paid at the hourly rate for planning and presentation time. For every one (1) hour of presentation time, teachers will be paid for two (2) hours of preparation time.

### D. Hourly Rates

The hourly rates for all summer work activities, summer school, all workshops and remedial programs shall be as follows, except as contained in Sections A and B in the above (Appendix I-A):

**\$30.50 per hour effective January 1, 2016**

**OMB rate for mileage**



**Appendix I-B**

**Englewood Public School District  
EXTRA SERVICE SALARY GUIDE  
2015 TO 2018  
(Non-pensionable)**

**Appendix II**

Extra Service stipends shall be divided into two categories: (1) sports; and (2) co-curricular activities. Any Extra Service position not listed shall require approval by the Board as to activity and amount of stipend. The Association shall be advised of any new activity approved by the Board.

Effective beginning the 2016-2017 school year, for the category of Sports, there shall be six (6) levels of activities/stipends increased by 5%, as follows:

Activity	Amount of Stipend
A. Head Football Coach	\$9,450.00 (100%)
B. Head Coach Boys Basketball Head Coach Girls Basketball Head Coach Boys Track Head Coach Girls Track	\$7,560.00 (80%)
C. Head Coach Boys Soccer Head Coach Girls Soccer Head Coach Boys Tennis Head Coach Girls Tennis Head Coach Baseball Head Coach Softball Head Coach Volleyball Head Coach Golf Head Coach Winter Track	\$6,615.00 (70%)
D. Head Coach Wrestling Assistant Coach Football Assistant Coach Basketball	\$5,670.00 (60%)
E. Assistant Coach Soccer Assistant Coach Track Coach Winter Cheerleading Coach Fall Cheerleading Assistant Coach Cross Country Assistant Coach Tennis Assistant Coach Baseball Assistant Coach Softball Assistant Coach Volleyball Assistant Coach Winter Track Assistant Coach Golf	\$4,725.00 (50%)
F. Middle School Athletics	\$3,150.00 (33%)



For the category of Activities, there shall be a three (3) tier system as follows:

**TIER I** – Self-contained activities that usually meet one (1) time per week for one (1) hour (30 hours per year) shall receive an annual stipend of \$1,890.00 (20%).

**TIER II** – Production Group activities that demonstrate what is learned or produced in a program or performance. TIER II stipends are as follows:

<u>Production Group</u>	<u>Stipend</u>
High School Marching Band	\$9,450.00(100%)
High School musical production Director	\$7,560.00(80%)
High School Year Book Advisor	\$6,615.00(70%)
High School musical production Assistant Director	\$4,725.00(50%)
High School Smaller productions/chorus/concert band	\$4,725.00(50%)
Middle School musical Director	\$4,725.00(50%)
Elementary School musical Director	\$3,150.00(33%)
Assistant Director (Middle and Elementary School)	\$1,890.00(20%)

**TIER III** – Management activities that involve greater supervision of students, larger student participation, and increased teacher involvement. TIER III stipends are as follows:

<u>Management Activity</u>	<u>Stipend</u>
Class Advisor – Grade 12	\$4,725.00(50%)
Class Advisor – Grades 7 through 11	\$3,150.00(33%)
High School Treasurer	\$5,670.00(60%)
Middle School Treasurer	\$3,150.00(33%)
Middle School Year Book	\$1,890.00(20%)
Middle School Newspaper	\$1,890.00(20%)
High School Literary Magazine (1 publication)	\$3,150.00(33%)
High School Newspaper (8 publications)	\$4,725.00(50%)

**ACCOUNTABILITY**

- A. The Board and the ETA shall jointly develop accountability mechanisms for the two categories of extra service stipends: (1) sports; and (2) co-curricular activities. The standards are to be applied uniformly within each category. All individuals performing extra service stipends shall be evaluated in a timely manner according to the criteria agreed to by the parties. For Tier II activities, the parties shall develop defined outputs against which the teacher will be evaluated in a timely manner. A performance incentive component shall be agreed upon by the parties not to exceed 15% of the total stipend.
- B. For all extra service stipends, the Board has the right to establish minimum student populations that must participate in the sport/activity to make it a viable offering.
- C. In the event that minimum size is not achieved or maintained, the Board has the right to cancel the sport or activity.

- D.** If a majority of students that signed up for a sport or activity fail to report when the sport or activity is being held (on 2 or more occasions), the Board has the right to cancel the sport or activity, and the teacher shall receive a prorated portion of the stipend to the point when it was cancelled.

**Appendix I-C  
Salary Guide**

<i>YEAR 1</i>				
<i>2015-16</i>				
Salary Guide				
Step	BA	MA	MA+30	DOCT
1	53,105	56,855	68,105	69,980
2-3	53,605	57,355	68,605	70,480
4-6	54,115	57,865	69,115	70,990
7	54,625	58,375	69,625	71,500
8-9	55,135	58,885	70,135	72,010
10-11	55,635	59,385	70,635	72,510
12	56,135	59,885	71,135	73,010
13	56,635	60,385	71,635	73,510
14	58,365	62,115	73,365	75,240
15	60,765	64,515	75,765	77,640
16	63,685	67,435	78,685	80,560
17	66,870	71,026	81,870	83,745
18	70,270	74,826	85,448	87,371
19	73,870	78,926	89,548	91,471
20	77,770	83,326	93,948	95,871
21	81,930	87,986	98,608	100,531
22	86,330	92,886	103,508	105,431
<i>YEAR 2</i>				
<i>2016-17</i>				
Salary Guide				
Step	BA	MA	MA+30	DOCT
1-2	54,060	57,810	69,060	70,935
3-4	54,535	58,285	69,535	71,410

5-7	55,045	58,795	70,045	71,920
8	55,555	59,305	70,555	72,430
9-10	56,055	59,805	71,055	72,930
11-12	56,555	60,305	71,555	73,430
13	57,055	60,805	72,055	73,930
14	58,785	62,535	73,785	75,660
15	61,185	64,935	76,185	78,060
16	64,105	67,855	79,105	80,980
17	67,290	71,446	82,290	84,165
18	70,690	75,246	85,868	87,791
19	74,290	79,346	89,968	91,891
20	78,230	83,786	94,408	96,331
21	82,480	88,536	99,158	101,081
22	86,980	93,536	104,158	106,081
<i>YEAR 3</i>				
2017-18				
Salary Guide				
Step	BA	MA	MA+30	DOCT
1	54,690	58,440	69,690	71,565
2-3	55,140	58,890	70,140	72,015
4-5	55,590	59,340	70,590	72,465
6-8	56,100	59,850	71,100	72,975
9	56,600	60,350	71,600	73,475
10-11	57,100	60,850	72,100	73,975
12-13	57,600	61,350	72,600	74,475
14	59,330	63,080	74,330	76,205
15	61,730	65,480	76,730	78,605
16	64,650	68,400	79,650	81,525
17	67,850	72,006	82,850	84,725

18	71,250	75,806	86,428	88,351
19	74,850	79,906	90,528	92,451
20	78,790	84,346	94,968	96,891
21	83,090	89,146	99,768	101,691
22	87,630	94,186	104,808	106,731
<i>Movement Chart</i>				
2014-15	2015-16	2016-17	2017-18	
Step	Step	Step	Step	
1-2	2-3	3-4	4-5	
3-5	4-6	5-7	6-8	
6	7	8	9	
7-8	8-9	9-10	10-11	
9-10	10-11	11-12	12-13	
11	12	13	14	
12	13	14	15	
13	14	15	16	
14	15	16	17	
15	16	17	18	
16	17	18	19	
17	18	19	20	
18	19	20	21	
19	20	21	22	
20	21	22	22	
21	22	22	22	
22	22	22	22	