

Contract no. 386

**ENGLEWOOD PUBLIC SCHOOLS
ENGLEWOOD, NEW JERSEY**



**AGREEMENT BETWEEN
THE ENGLEWOOD TEACHERS ASSOCIATION
AND
THE ENGLEWOOD BOARD OF EDUCATION
FOR
1989-90, 1990-91, 1991-92
SCHOOL YEARS**

THE ENGLEWOOD TEACHERS ASSOCIATION
1989-92

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Dr. Henry Oliver, Assistant Superintendent-Curriculum/Instruction
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Agreement Between
The Englewood Teachers Association
and
The Englewood Board of Education
for
1989-90, 1990-91, 1991-92
School Years

THIS AGREEMENT entered into this 28th day of August, 1989 between the Board of Education of the City of Englewood hereinafter the "Board" and the Englewood Teachers 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 teachers 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 of 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 may 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 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 principal or immediate superior or (b) discuss such grievance with his 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 grievance discussed at Level One, he 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 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 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 may request that the ETA submit his grievance to the Superintendent of Schools. The ETA may submit the grievance to the Superintendent of Schools within ten (10) school 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 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 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 in writing setting forth its reasons and 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 will 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. If the aggrieved party is not satisfied with the disposition of his 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 as quickly as possible, depending upon the availability of the arbitrator.

The arbitrator's decision shall be in writing and shall set forth his 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 or 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 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 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' rights to determine grades.

4. Present personal criticisms 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-school 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 typewriters, mimeographs and other duplication equipment, calculation machines, 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 nor 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 board shall be given to the building principal prior to such 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 and advice. Any expenses for consultation 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 of 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. Representation 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 position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

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 energies should be utilized to this end to the greatest extent possible; and that his 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 may be expected to devote to their assignments the time necessary to meet their responsibilities and therefore may be requested to sign in and sign out of the building whenever possible, but they shall not be expected to clock in or clock out by hours or minutes. 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 student's arrival at the beginning of the school day, and in their rooms or assigned areas five (5) minutes before the beginning of a class; moreover, teachers are to remain in the school building at the end of each day fifteen (15) minutes after the students have been dismissed except as follows:

1. A forty (40) minute tutorial program shall be established one (1) day per week.
2. Fifteen (15) minutes for this program shall be deducted from the existing after school teacher work day.
3. The selection of students for the tutorial program shall be at the discretion of the teachers in consultation with the administration.
4. Details for the implementation of the program shall be jointly worked out between the President of the E.T.A. and the Superintendent of Schools.

C. 1. The teacher work week shall be increased by an additional twenty-five (25) minutes. This time shall be added to the existing fifteen (15) minutes that teachers are required to remain to generate two (2) thirty-five (35) minute blocks per week. This time may be combined or rearranged so long as the total amount of additional time per week does not increase. Teachers shall receive at least two (2) weeks written prior notice of any changes in time allocation.

2. The structure and use of the additional time provided above shall be arranged by the staff and administration of each school with the advice and consent of the Superintendent.

The additional time provided combined with the existing fifteen (15) minute before or after time may be used for staff development, district improvement activities and/or non-instructional student contact activities.

3. Teachers shall be allowed to leave at the student dismissal time on three (3) Mondays per month as per the current practice on Fridays.

4. The use of the additional time provided herein shall not be construed as an additional teaching period under the provisions of Article XXI of this Agreement.

D. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his recognized professional responsibility to assist students after school has been dismissed when

such help is needed or requested. For purposes of this Article the Superintendent of Schools shall be considered to be principal of Liberty School.

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 which might interfere with their obligations to pursue truth in the performance of their teaching functions.

C. Teachers shall be guaranteed full freedom in classroom presentation and discussion and may introduce controversial material and express personal opinions relevant to the course content and the maturity of the students as long as those opinions comply with the Laws and Constitution of New Jersey and the United States.

D. 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 assigned functions or his effectiveness within 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, Appendix I-B, and Appendix I-C 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.

2. Employment increments may be withheld only in accordance with the following:

a) That the procedure be adhered to as outlined in Article XXVII of this Agreement.

b) The immediate superior and/or the principal shall not forward any recommendation to withhold a teacher's employment increment or a part thereof through the Superintendent to the Board unless the principal has given the teacher against whom the recommendation shall be made written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish to the teacher an opportunity to correct and overcome the same.

c) Once a recommendation to withhold an employment increment is forwarded to the teacher and the Board by the Superintendent, the teacher may within ten (10) school days, file a grievance commencing at the Superintendent's level. The Board shall take no action on the recommendation until the grievance is heard by the Superintendent according to the grievance procedure as set forth heretofore in Article III of this Agreement. Any action by the Board to withhold an increment shall be subject to the arbitration procedures set forth in the Agreement.

d) 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.

e) In the case of a teacher who has had an increment withheld, it is agreed by the parties that he shall regain his proper step on the salary guide the following year in accordance with his years or experience and degree status unless the procedures herein set forth are followed once again, in which case the employment increment previously withheld may be withheld in whole, or in part.

C. New hires shall not be placed on the salary guide at a higher step/column than that of current bargaining unit members with the same years of experience and degree status. Said new hires shall not receive an advantage over current bargaining unit members with respect to salary guide placement as a result of the compression/reduction in the number of salary guide steps.

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 semi-annually or seasonally. 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 February 1st shall receive a full year's salary credit on the salary guide for the next school year. Any teacher commencing work after February 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.

Article IX

SICK LEAVE

A. All teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day except that teachers who begin their initial employment after February 1st shall receive one (1) sick day per month during their first year. Teachers who begin their initial employment prior to February 1st shall receive the full ten (10) day sick leave allotment. 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 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 30th of each school year.

D. Whenever a teacher is absent because of illness for a duration of time which extends beyond the total of the current annual allowance and the days accumulated to the teacher's credit, such teacher shall receive partial payment for each day of extended absence. The amount of partial payment shall be the difference between the teacher's daily compensation, computed as 1/200th of the annual salary, and the prevailing daily rate established by the Board of Education for the payment of substitutes, with the following limitations and provisions:

1. This extension of partial payment does not usually apply to a teacher who has not reached the tenure status but may be brought to the Board of Education by the Superintendent for special consideration.

2. For a teacher who has been in the employ of the Board of Education less than five (5) years, the number of days of partial payment beyond the accumulation shall be limited to twenty (20) days.

3. For a teacher who has been in the employ of the Board of Education five (5) years or more, the number of days of partial payment beyond the accumulation shall be limited to forty (40) days.

4. The case of any teacher whose absence due to illness extends beyond the limits designated in the above paragraphs of this section may be brought to the Board of Education by the Superintendent for special consideration.

5. In case of sick leave extensions as requested under this section, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

E. Payment for sick leave for service connected disability shall be in compliance with 18A:30-2.1.

F. The Board shall grant an additional salary increment for the last year of employment equal to \$3,500 for 1989-90, \$4,000 for 1990-91 and 1991-92. To be eligible for such increment, the individual teacher must provide written notice to the Board at least 60 days prior to the proposed retirement date, and have been continuously employed in the Englewood Schools for ten (10) years immediately preceding retirement, and shall have accumulated unused sick leave days of no less than thirty (30).

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 teaching responsibilities. Because of the burden that emergencies place on both the individual teacher and the school system, the Board in the past has established the concept of temporary leaves of absence for emergencies which 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 from 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. Request 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 obtainable in his/her principal's office.

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, Mother, Father, Sister, Brother, Grandmother, Grandfather, Son-in-Law, Daughter-in-Law, Mother-in-Law, or Father-in-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 a child from high school or higher educational 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 problem other than those listed in Section E. In any such instance, the teacher involved shall give notice to his/her immediate supervisor as soon as possible. Such request 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 absences 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 or 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.

B. Application for leave shall, when possible be made on or before November 15th of any year in a manner similar to that provided for Sabbatical Leaves in Article XII hereof. If approved, such leave shall officially commence at the beginning of the school year immediately following.

C. Upon returning from leave granted under Section A of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

D. 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.

E. 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 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 two additional school years.
 - 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, second, or third September following the year in which she left.
4. No teacher shall be barred from returning to work after the birth of her child solely on the ground 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 upon one of the following basis:

- 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 which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

F. All benefits to which a teacher was entitled at the time a leave of absence commenced under the terms of this Article, including unused accumulated sick leave and credits toward Sabbatical eligibility, 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

SABBATICAL LEAVES

A. Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

B. The policy of granting sabbatical or professional leaves of absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefitted. Provided there are at least as many applicants who meet the criteria provided herein, the Board shall grant four full year Sabbatical leaves per year at 75% of salary or half year sabbaticals at 100% of salary.

C. The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of the teaching service.

D. Upon return from Sabbatical leave, a teacher shall be placed on the Salary Schedule at the level which he would have achieved had he remained actively employed in the district during the period of his absence.

E. Eligibility - Any teacher who has completed seven (7) or more years of continuous satisfactory service in the Englewood Public Schools may, upon recommendation of his Superintendent, be granted a leave of absence for one or two semesters for study or travel on a full-time basis. Subsequent leaves will not be authorized unless and until one shall have re-established eligibility by serving another period of seven (7) continuous years of successful service.

F. Application for Leave

1. Application for sabbatical leave shall be made on or before November 15th, of any year. If approved, such leave shall officially begin at the beginning of either the first or second semester of the school year immediately following.

2. Applications shall be made upon a regular blank form prescribed by the Superintendent and shall include a program or itinerary to be followed by the teacher during the period of leave.

3. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due

consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.

G. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application.

H. Physical Examination

If an application leave is favorably considered by the Superintendent, the applicant may be given a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he or she will be physically able to return to service and teach for the minimum period required by these regulations.

I. Subsequent Service

1. As a condition to being granted leave, the teacher shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the Englewood Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

2. If a teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board of Education of the City of Englewood, in the County of Bergen, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

J. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

K. Illness or Accident

Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave, nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence.

L. Forfeiture of Leave

If a Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard.

M. Sabbatical to Maternity Leave

If a teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

N. Reinstatement

At the expiration of sabbatical leave, the certificated employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he or she shall agree otherwise, provided conditions do not arise which in the judgment of the Board, indicate the desirability of changing such employee's location and type of work. Presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefore is required. If the leave is taken during the first semester, the report is due by March 30th, of the following semester; if the leave is taken during the second semester or for the entire year, the report is due by the following September 30th.

O. Salary

Salary shall be paid and regular deductions shall be made in accordance with the normal time schedule of the Englewood Public Schools.

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Footnote

1. The sabbatical leave program contained in Article XII of this Agreement between the parties shall not result in any member(s) of the bargaining unit taking a sabbatical leave during the term of this Agreement.

Article XIII

PROFESSIONAL DEVELOPMENT PROGRAM

A. The purpose of the Professional Development Program is to encourage members of the professional staff in the Englewood Public Schools to pursue studies in an accredited institution of higher learning that will broaden and deepen their cultural and academic backgrounds and improve their professional skills so that the students in the schools may have a higher quality of learning experience. All teachers employed by the Board for the contract year shall be reimbursed for 50% of the cost of any course credits completed during the term of their employment up to a maximum of eighteen (18) credits during any contract year (July 1st - June 30th).

1. A teacher shall be reimbursed for not more than an maximum of nine (9) credits during the summer session and not more than six (6) credits in each of the two remaining sessions (Fall and Spring).
2. In no event shall the total number of credits reimbursed under this Article exceed eighteen (18) credits per contract year.

B. Prior approval by the superintendent shall be required for any course tuition payments. Said approval shall not be unreasonably denied.

C. Applicants shall submit the following three (3) documents to the office of the Superintendent after the completion of the courses. The superintendent shall review same and approve same in accordance past practice in the district:

1. The college transcript or a letter from the college verifying completion of the course;
2. The bursar's receipt, or other official record verifying payment of the tuition fee;
3. A completed purchase order titled, "Professional Development Program" (which may be secured from the school principal). This must be signed by the teacher at the bottom of page 2 (voucher) and the bottom of the pink page of the purchase order.

D. Applications for reimbursement must be submitted no later than one (1) calendar year from the date in which the course had been successfully completed.

Article XIV

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, and in cases where appropriate for family-plan insurance coverage

1. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums on 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. State Health Benefits Insurance Plan" and the carrier shall not be changed except by mutual agreement of the ETA and the Board.

B. The Board shall make full payment for individual and family coverage where appropriate, for the dental insurance coverage provided under program III-B of the New Jersey Dental Service Plan (DELTA) and the carrier shall not be changed except by mutual agreement of the ETA and the Board.

C. The Board shall make full payment as of September 1, 1989 for the optical insurance coverage provided under Plan C/No deductible of the Vision Services Plan (VSP) for individual and family coverage where appropriate. 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.

Article XV

DEDUCTION FROM SALARY

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 N.J. Public Laws of 1969 (NJSA 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 person as may from time to time be designated by the Englewood Teachers Association by the 15th 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 persons 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 1st or July 1st 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. Payroll Savings Plan

Each teacher may individually elect to have up to 10% of his salary deducted from his paychecks and deposited within ten (10) days from the date of the pay period in one of the following institutions:

1. East Bergen Teachers Federal Credit Union
370 Pascack Road
Washington Township, N.J. 07675
2. Northern Valley-Englewood Savings and Loan Assoc.
70 Engle Street
Englewood, N.J. 07631
3. Any other institution which the parties hereto mutually agree to in substitution

thereof.

Article XVI

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 15 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 positions, 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 positions shall be interviewed, and applicants not being hired for the position shall be notified as soon as possible after the position is filled.

B. In the event a new position is created during the summer recess, the notice of such position shall be sent to the last known address of each teacher.

C. 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 fifteen (15) days after posting.

3. Priority for summer school positions shall be given to teachers currently employed by the Englewood Board of Education. In filling such a position, consideration shall be given to a teacher's area of competence, major or minor field of study, quality of teaching performance, attendance record, and length of service in the Englewood Public School District.

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

Article XVII

TEACHER ASSIGNMENT

A. All teachers shall have the opportunity to request a change in teaching assignment at any time. When advisable and feasible, as determined by the Board of Education, the request will be honored.

B. All teachers shall be given written salary notices or contracts no later than April 30th. Class and subject assignments will be given on or before June 1st. Building and room assignments will be made on or before June 1st, 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 rate of 15 cents per mile for all driving related to assigned duties upon submission of the required voucher.

Article XVIII

VOLUNTARY TRANSFER AND ASSIGNMENTS

A. No later than May 1st of each school year, the Superintendent shall deliver to the ETA and post in all school buildings a list of the known vacancies which shall occur during the following school year.

B. Teachers who desire a change in grade or subject assignment, or who desire to transfer to another school may file a written statement of such desire with their 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 desires to be transferred, in order of preference. Such request for transfer and reassignments for the following year shall be submitted no later than May 15th. 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 15th, the Superintendent shall have posted 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.

D. 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. No such request shall be denied arbitrarily.

Article XIX

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 not later than May 30th, 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 immediate supervisor at which time the teacher shall be notified of the reason 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. The teacher may, at his option, have an ETA representative present at such meeting.

Article XX

TEACHER WORK YEAR

A. The in-school work year for all teachers employed on a ten (10) month basis (September 1st through the following June 30th) 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 in September.

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 and eighty (180) days, excluding the orientation days referred to in paragraph A-3 of this article.

D. The day before Thanksgiving shall be a half day (4 hour) session for all teachers.

Article XXI

TEACHING HOURS AND TEACHING LOAD

A. All classroom teachers shall be guaranteed a minimum of one (1) duty-free preparation period per day. It is understood that the use of said preparation time is solely to be determined by the teacher. The above is in addition to his daily duty-free lunch period of forty (40) minutes minimum.

duration in the elementary schools and one (1) period of a forty (40) minute minimum duration in the high school and middle school.

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.

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. In no event shall the total pupil contact periods (teaching periods plus non-teaching assignments) exceed a total of six (6) per day.

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).

Article XXII

NON-TEACHING DUTIES

A. The Board and the ETA acknowledge that a teacher's primary responsibility is to teach and that his 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, deliver books to classrooms, or keep an attendance register.
3. Score 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. Assignment to lunchtime cafeteria and playground supervision shall be applied equitably to all teachers whenever possible.

D. Any teacher assigned to lunchtime cafeteria, or playground duty shall not be assigned to any extra duty assignment for that day.

Article XXIII

FAIR DISMISSAL PROCEDURE

A. Notification of Status

On or before April 30th of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30th 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 has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within (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 15th.

F. Failure to Comply

Should the Board fail to give a non-tenured teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the teacher to the Superintendent, a statement of reasons and hearing, and in the event of such hearing shall fail to make and serve a copy of determination, all within the time and in the manner provided by this Article, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year and upon the terms and conditions of employment as may be required by law or agreement between the Board and the ETA.

G. Notification of Intention to Return

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1st, 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.

H. Other Notice(s) of Termination

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

I. Right to Representation

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

Article XXIV

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, said teacher shall be informed of all the facts and details available and shall have the opportunity to process his position on the matter through appropriate channels.

Article XXV

TEACHER-ADMINISTRATION LIAISON COMMITTEE

A. This 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 15th of the school year covered by this Agreement.

F. One (1) of the specific subjects of discussion by the committee during the 1989-90 school year shall be the substitute availability issue. The committee shall report its findings and recommendations to the Board with respect to this issue no later than March 1, 1990.

Article XXVI

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 XXVII

TEACHER EVALUATION PROCEDURES

A. Observations

1. Teachers shall be observed through classroom visitations by a certified supervisor to be followed

- by an evaluation conference between the teacher and evaluator and by a written performance report.
2. Each non-tenured teacher shall be observed and evaluated in the performance of his/her duties at least three (3) times during each school year, but not less than once during each semester.
 3. Each tenured teacher shall be observed at least twice during each school year, but not less than once during each semester.
 4. The schedule for the deadlines for all observations, annual performance reports and the Professional Improvement Plans shall be published and distributed to all teachers no later than October 1st of each year.
 5. The duration of the observation should last for a minimum of one class period in the high and middle schools, and for the duration of one complete subject lesson in the elementary school.
 6. A conference between the teacher and evaluator shall follow each observation. A written performance report will be given to the teacher after the conference and within fifteen (15) calendar days after the observation.
 7. The performance report shall be written in narrative form and shall include, if applicable, but not limited to the following:
 - a. Strengths of the teacher
 - b. Areas needing improvement
 - c. Supporting data for statements and/or comments
 - d. Supervisory steps being taken to assist the teacher to improve instruction
 8. The teacher has five (5) working days after receiving the performance report to sign and return it to the evaluator. The teacher's signature only indicates that he/she has received a copy of the report.
 9. The teacher has ten (10) working days following the receipt of the report to submit a written disclaimer. This disclaimer shall address the specific points with which the teacher disagrees and shall be attached to all copies of the performance report.
 10. If the building principal was not the observer, the principal will initial the observation report next to the observer's signature. The principal's initials only indicate that he/she has received a copy of the report.
 11. No report shall be submitted to the Central Office or placed in the personnel file or otherwise acted upon until the above steps have been completed.

B. Annual Summary Evaluation

1. An annual summary conference shall be held between a teacher and evaluator. It is intended to provide for a review of the year's work and to identify strategies for improvement where necessary and to recognize achievement and good practices.
2. An annual performance report and an individual Professional Improvement Plan shall be written and given to each teacher. The Professional Improvement Plan shall be cooperatively developed by the teacher and evaluator.
3. The teacher has five (5) working days after receiving the report to sign and return it to the evaluator.
4. The teacher has ten (10) working days following the receipt of the report to submit a written disclaimer. This disclaimer shall be attached to all copies of the report and submitted to the Central Office by June 1st.

C. Miscellaneous

1. 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 XXVIII

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 XXIX

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 XXX

BOARD RIGHTS

THE Board and the ETA agree that, unless otherwise provided in this Agreement and under the provisions of applicable laws, the final decision making authority in 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 maintenance of the efficiency of its operations.

Article XXXI

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 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for 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 30 days after the teacher begins his or her employment in a bargaining unit position.

C. Termination of Employment

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

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.

Article XXXII

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.

C. The Board shall adopt the school calendar no later than the first regular Board Meeting in April, and said calendar shall be attached hereto and made a part hereof as Appendix III.

Article XXXIII

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 to be 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, their certification held, and their years of continuous employment in the Englewood School System.

Article XXXIV

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 or group

of employees is held to be contrary to law, then such provisions 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.

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. 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, or marital status.

G. **SAVINGS 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 as 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 nor otherwise detract from any teacher benefit existing prior to its effective date.

H. 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 XXXV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989 and continue in effect until June 30, 1992. 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.

Salary Guides which include all personnel classified as teachers

APPENDIX I-A
1989-90 Teachers Salary Guide

STEP	BA SALARY	MA SALARY	MA+30 SALARY	DR SALARY
1	\$25,529	\$27,567	\$29,493	\$30,779
2	\$26,095	\$28,474	\$30,172	\$31,456
3	\$26,774	\$29,493	\$31,193	\$32,479
4	\$27,681	\$30,513	\$32,325	\$33,611
5	\$29,153	\$31,872	\$34,365	\$35,651
6	\$30,626	\$33,345	\$36,403	\$37,689
7	\$32,096	\$35,044	\$38,696	\$40,162
8	\$34,420	\$37,479	\$41,670	\$42,985
9	\$41,152	\$44,581	\$50,386	\$51,866

APPENDIX I-B
1990-91 Teachers Salary Guide

STEP	BA SALARY	MA SALARY	MA+30 SALARY	DR SALARY
1	\$26,988	\$29,119	\$31,153	\$32,512
2	\$27,584	\$30,077	\$31,871	\$33,230
3	\$28,282	\$31,153	\$32,949	\$34,307
4	\$29,239	\$32,231	\$34,145	\$35,504
5	\$30,795	\$33,666	\$36,299	\$37,656
6	\$32,350	\$35,222	\$38,453	\$39,811
7	\$33,905	\$37,017	\$41,068	\$42,444
8	\$36,358	\$39,589	\$44,016	\$45,375
9	\$44,238	\$47,925	\$54,146	\$55,758

APPENDIX I-C
1991-92 Teachers Salary Guide

STEP	BA SALARY	MA SALARY	MA+30 SALARY	DR SALARY
1	\$28,320	\$30,582	\$32,718	\$34,145
2	\$28,948	\$31,587	\$33,472	\$34,698
3	\$29,702	\$32,718	\$34,603	\$36,030
4	\$30,708	\$33,850	\$35,660	\$37,387
5	\$32,341	\$35,357	\$38,122	\$39,549
6	\$33,975	\$38,991	\$40,384	\$41,810
7	\$35,608	\$38,876	\$43,149	\$44,575
8	\$38,184	\$41,577	\$46,227	\$47,653
9	\$47,335	\$51,279	\$57,936	\$59,861

Footnotes applicable to Appendices I-A, I-B and I-C

- Teachers shall have the option of being paid on a ten (10) month or a twelve (12) month basis.
- Equity Adjustment Factor (E.A.F.) - Teachers who completed five (5) to fifteen (15) years of teaching in Englewood as of June 30, 1989 and who were on steps one through seven of the 1988-89 salary guide shall receive an additional E.A.F. of \$500 above the numbers on the negotiated salary guides for each year of the Agreement. Said E.A.F. payments shall cease when the affected teachers move from step 8 to step 9. } 3-9

(E.A.F. payments shall be made in one (1) lump sum payment in the second pay-check in December)

Appendix II

EXTRA SERVICE

Position and Payments 1989-90, 1990-91 and 1991-92

1. All positions to be established by the Board of Education upon the recommendation of the Superintendent of Schools. All positions are one year appointments and do not require tenure status.

2. Payments for extra service positions shall be based on the category and scale for the positions as stated below for all three (3) years of the agreement.

<u>Category</u>	<u>Step</u>	<u>Stipend</u>	<u>Position</u>
A	1	2,892.	Head Coach-Football, Basketball and Wrestling
	2	3,001.	
	3	3,110.	
B	1	2,347	Head Coach-Baseball, Soccer, Indoor Track, Track, Cross Country, Tennis, Softball, H.S. Dramatics
	2	2,565.	
	3	2,783.	
C	1	1,802.	Asst. Coach-Soccer, Baseball, Football, Basketball, Softball, Tennis, Track, Wrestling, Swimming Head Coach - Volleyball, Bowling, Field Hockey, Golf, Swimming, Gymnastics
	2	2,020.	
	3	2,238.	
D	1	1,675.	Student Organization Advisor, Advisor for Eagle, School Newspaper Advisor-Oracle, YearBook Business Manager, Senior Class Advisors, Yearbook Advisor (Engle Log), JDMS Newspaper, High School Cheerleading-Football, High School Cheerleading-Basketball
	2	1,928.	
	3	2,183.	
E	1	1,547.	School Treasurer, Teen Life Band-Orchestra Assistants, Drama Club
	2	1,675.	
	3	1,802.	
F	1	1,293.	F.B.L.A. Law Club Advisors, Academic Decathlon Advisor, Spanish Club, Photography Club, Junior Honor Society, Computer Club, Math Club, Winter & Spring Intramurals, Freshmen Advisor, Sophomore Advisor, Junior Advisor, Honor Society
	2	1,547.	
	3	1,802.	
G	1	2,437.	Band Director
	2	2,565.	
	3	2,625.	
H	1	2,000.	Subject Area Coordinators and Team Leaders

3. The number of assistants and positions is to be determined by the Superintendent of Schools depending upon the needs of the school district. Positions may be added or deleted.

EXTRA SERVICE PAYMENTS - There shall be no increase in the 1988-89 rates of pay contained on Appendix IV during the term of this Agreement except effective July 1, 1989 coaches and advisors who complete ten (10) and fifteen (15) consecutive years of service in the same sport or activity shall receive after ten (10) consecutive years an additional \$300.00 and after fifteen (15) consecutive years an additional \$500.00 for a total additional compensation of \$800.00. Any involuntary transfer shall not break the continuity of years to attain the additional longevity stipends.

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 Article VI, Section C for activities.

1989-90	\$21.00 per hour
1990-91	\$22.00 per hour
1991-92	\$23.00 per hour

Those positions which continued to be compensated during the 1988-89 contract year at a pro-rata of the base annual salary, shall continue to be so compensated through June 30th notwithstanding the above.

appendix 111
 ENGLEWOOD PUBLIC SCHOOLS

SCHOOL CALENDAR

1989-90

SEPTEMBER (17 Days) TD-19

Mon.	Tue.	Wed.	Thur.	Fri.
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY (15 Days) TD-15

Mon.	Tue.	Wed.	Thur.	Fri.
				1
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

OCTOBER (21 Days) TD-21

Mon.	Tue.	Wed.	Thur.	Fri.
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

MARCH (21 Days) TD-22

Mon.	Tue.	Wed.	Thur.	Fri.
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER (18 Days) TD-18

Mon.	Tue.	Wed.	Thur.	Fri.
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

APRIL (15 Days) TD-15

Mon.	Tue.	Wed.	Thur.	Fri.
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

DECEMBER (16 Days) TD-16

Mon.	Tue.	Wed.	Thur.	Fri.
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY (22 Days) TD-22

Mon.	Tue.	Wed.	Thur.	Fri.
		1	2	3
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY (21 Days) TD-21

Mon.	Tue.	Wed.	Thur.	Fri.
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE (14 Days) TD-14

Mon.	Tue.	Wed.	Thur.	Fri.
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Sept.: 4	Labor Day	Feb.: 19 - 23	Mid Winter Recess
5	Teacher Orientation	28	½ Staff Deval./Early Dis.
6	Teacher Orientation	Mar.: 16	Supt's Day
7	Schools Open	21	½ Staff Deval./Early Dis.
27	½ Staff Deval./Early Dis.	April: 11	Parent Confer./Early Dis.
Oct.: 9	Columbus Day/Ion Kipper	13	Good Friday
25	½ Staff Deval./Early Dis.	16 - 20	Spring Recess
Nov.: 9 & 10	N.J.E.A. Convention	25	Parent Confer./Early Dis.
15	½ Staff Deval./Early Dis.	May: 2	Parent Confer./Early Dis.
23 & 24	Thanksgiving	23	½ Staff Deval./Early Dis.
29	Parent Confer./Early Dis. (Elementary only)	28	Memorial Day
Dec.: 6 & 13	Parent Confer./Early Dis. (Elementary only)	June: 13	½ Staff Deval./Early Dis.
25-29	Christmas Recess	19 & 20	Early Dismissal
		22	Least Day of School for Students (if 2 snow days)

		Key	
Jan.: 1	New Year's Day	()	Student Days
15	Martin Luther King's Birthday	TD-	Teacher/Staff Days
31	½ Staff Deval./Early Dis.	½	Staff Development/Early Dismissal
Student Days: 180		S-	Superintendent's Day
Teacher Days: 183		□	School's Closed
1/19/89		*	Early Dismissal
1/23/89 (Revised) (2/14/89 Revised) (Final Revision 3/29/89)		**	Parent Conferences/Early Dismissal

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

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

WITNESS:

Shirley Searles

BY *Russell C. Major*
President

Shirley Searles

BY *James B. Stok*
Secretary

ENGLEWOOD TEACHERS' ASSOCIATION

WITNESS:

Leta W. Kaplan

BY *Kathleen T. Rimmer*
President

Shirley Searles

BY *Carol Feinstein*
Secretary

ADDENDUM

The provisions set forth in this Addendum shall not be enforceable so long as they are held to be illegal subjects of bargaining by PERC and/or the Courts. In the event that, by virtue of any subsequent PERC and/or Court rulings or legislative enactment, said provision(s) shall be returned to the main body of the Agreement and shall be in full force and effect for the duration of the Agreement.

Article XIX

INVOLUNTARY TRANSFER AND REASSIGNMENTS

A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position and provided that the transfer or reassignment does not conflict with the instructional requirements and best interests of the school system.

Article XXII

CLASS SIZE

- A. The Board agrees to continue its efforts to keep the class size at an acceptable number as dictated by building facilities available, the availability of qualified teachers, and the best interests of the students and the community.
- B. The Board recognizes the class size recommendations of the State Department of Education and shall take them into consideration in planning but shall not necessarily be restricted thereby.
- C. The subject of class size shall be referred to the Teacher-Administration Liaison Committee for further consideration.

APPROVED
1987
MAY 24