

AGREEMENT

BETWEEN THE

**EAST ORANGE
ADMINISTRATORS'
ASSOCIATION**

AND THE

**EAST ORANGE
BOARD OF
EDUCATION**

COVERING THE PERIOD

JULY 1, 2004

TO

JUNE 30, 2007

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PREAMBLE

Whereas, pursuant to the provisions of Chapter 123, as amended, of the laws of the state of New Jersey, known as the New Jersey Employer-Employee Relations Act, the East Orange Administrators' Association has been recognized as the exclusive representative of the unit by the Board of Education of the City of East Orange (hereinafter referred to as the Board); and

Now, therefore, this agreement between said parties sets forth the terms and conditions of employment between the East Orange Board of Education and the East Orange Administrators' Association as follows.

ARTICLE I - RECOGNITION AND REPRESENTATION

A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations in the determination and administration of grievances, and the terms and conditions of employment for all professional employees whose positions require certification by the New Jersey Department of Education, whether under contract or on leave, employed by the Board, including: Principals, Assistant Principals, Directors, Assistant Directors, Administrative Assistants, Coordinators, Supervisors; excluding all other positions not specified herein.

B. Unless otherwise indicated, the term "Administrators" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to the established policy or practice governing or affecting employees except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (2) by any policy of the Board of Education; or (3) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

B. Purpose

1. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Association.

2. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance with copies to all parties involved. Both parties recognized that the procedure is available without any fear of discrimination because of its use.
3. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise affecting the working conditions of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
4. Nothing herein contained shall be constructed as limiting the right of any administrator having a grievance to discuss the matter informally to have the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

D. Submission of a Grievance

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on forms approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement, the policy or the practice involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the

events or conditions on which it is based.

4. An administrator or group of administrators may submit grievances, which affect them personally and shall submit such grievance to the Superintendent or other immediate superior.
5. The Association may submit grievances to the Superintendent or other immediate superior.

E. Levels

1. Level One - (Informal/Immediate Superior)

An administrator with a grievance shall first discuss it with the Superintendent or other immediate superior either privately or with an officer of the Association present, with the objective of resolving the matter informally. The immediate superior has 5 days to respond.

2. Level Two - (Formal/Immediate Superior)

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent or immediate superior, and the aggrieved person wishes to pursue his/her grievance, he/she shall submit it in writing to the Superintendent or Immediate superior with copies to the Superintendent of Schools and the Association.

b. The Superintendent or immediate superior shall respond in writing, on the stationery of his/her office, within five (5) school days. If the aggrieved person is not satisfied WITH THE RESPONSE OF THE Superintendent or his/her immediate superior or if no decision has been rendered within five (5) school days, the aggrieved person may submit a Grievance Appeal - One to the Superintendent of Schools with copies to the Association within ten (10) school days after the grievance was filed in written form, whichever is sooner.

3. Level Three - (Superintendent's Level)

Upon the request of the aggrieved person, the Superintendent of Schools shall confer with the aggrieved person with respect to the grievance and shall deliver to the aggrieved person a written decision no later than ten (10) school days after it is received.

4. Level Four - (Board Level)

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, the aggrieved person may submit a Grievance Appeal - To the Association and the Board within fifteen (15) school days.
- b. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the aggrieved person, a representative of the Association, and the Superintendent of School in an effort to resolve the grievance.

5. Level Five - (Arbitration)

- a. If the aggrieved person is not satisfied with the written disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board, he/she may, within five (5) school days after a written decision by the Board or fifteen (15) school days after he/she first met with the Board, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration.
- b. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the administrator and the school system, the Association shall submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.
- c. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator from a list arbitrators submitted by the American Arbitration in the selection of an arbitrator.
- d. The arbitrator selected will confer with representatives of the Board and the Association and hold hearings promptly and will have its decision not later than thirty (30) calendar days from the date of the close of the hearings or the filing of briefs, if briefs are filed, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision amending this Agreement in whole or in part nor does he/she have the power to make any decision

which requires the commission of an act prohibited by law.

In formulating his/her decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education, and the Courts. Except as aforesaid, the decision of the arbitrator shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

F. Rights of Administrators to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level One. The representative of the aggrieved person shall have the same right to speak on the issue as the aggrieved person.
2. No reprisal of any kind shall be taken by the Board or by any member of the Association or any other participant in the grievance procedure by any reason of such participation.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be permanently filed separate from personnel files.
2. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance, until such grievance is properly determined.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as are heretofore referred to this Grievance Procedure.

ARTICLE III - PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of an administrator is not within the appropriate concern or attention of the Board except as it may interfere with the administrator's responsibilities to and relationship with students, staff, community, and/or the school system.

- B. The Board and the Association agree that the administrators will be entitled to full rights of citizenship, and no religious or political activities of any administrator outside of school, or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the professional employment of such administrator, providing they do not violate the Constitution of the United States.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental need to protect administrators from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their administrative functions. Accordingly, the Board and Association agree that the nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.
1. The Board will attempt through its policies to employ capable administrators, supply them with the necessary administrative materials, and maintain an atmosphere of academic freedom in the schools.
 2. Administrators as individuals through their councils, committees, departments, and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of the students and the policies of the Board of Education.
 3. The community has the right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced that they are not.
 4. Administrators, with teachers, shall determine the appropriateness of discussing any planned controversial issues with children; however, the final authority rests with the Board of Education through the Superintendent of Schools.

ARTICLE IV - SABBATICAL LEAVE

A. Definition

In the interest of rewarding professional performance and encouraging independent growth, the Board and the Association shall adhere to the following policies in respect to granting sabbatical leaves to administrators who have served the East Orange Public

School System for seven (7) or more consecutive years in any contracted professional capacity.

B. Eligibility and General Conditions

1. Sabbatical leave may be granted after seven (7) or more consecutive years as a teacher and/or administrator for the purpose of study or after ten (10) consecutive years for the purpose of education through travel. Only one such leave under this section may be granted.
2. An additional sabbatical leave may be granted after twenty-five (25) or more years of service in the District upon request for either study or travel.

C. Duration and Pay

1. An administrator on sabbatical leave, either for one-half (1/2) of a school year, or a full school year, shall be paid by the Board at seventy-five percent (75%) of the salary which he/she would have received as an administrator if said leave is for study, or at fifty percent (50%) of the salary rate which he/she would have received as an administrator if said leave is for travel.
2. From compensation during sabbatical leaves shall be taken the regular deductions for the State Retirement Fund, as provided for by law.

D. Number of Staff Eligible

Not less than two (2) administrators of the staff may be granted a sabbatical leave in any one (1) year.

E. General Conditions

1. Administrators granted sabbatical leave agree not to engage in any full-time employment for remuneration during the period of leave.
2. Administrators on sabbatical leave may accept fellowships or become engaged in temporary or part-time professional employment to supplement their leave pay.
3. As a condition for granting sabbatical leaves, the administrator shall enter into a contract to continue in the service of the East Orange Board of Education for a period equal to two (2) times the leave period (one year for each half year 'of leave two years for each year of leave).
4. An administrator will be required to repay to the Board of Education a sum

bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the subsequent years service bears to the full year or two (2) years in case of resignation or failure to continue in service for the agreed upon period following sabbatical leave.

5. An administrator may return to a position equal to that held prior to the sabbatical leave period.
6. The position to which an administrator returns will be determined by the Board after consultation with the administrator.
7. The time an administrator is away on sabbatical leave shall be included in determining salary adjustments and experience levels.
8. Official college transcripts will be forwarded to the Superintendent of Schools showing full-time college (minimum of twelve (12) semester hours per semester or the equivalent of same) or university enrollment when sabbatical leave is granted for study purposes for the period of the leave.
9. Reports planned for submission in consultation with the Superintendent of Schools, will be required when sabbatical leaves are granted for education through travel.

F. Filing Application

1. Application for sabbatical leave shall be filed with the Superintendent of Schools on or before November 1st of the year preceding the period of the leave when it is to commence.
2. The application shall state the purpose of the sabbatical leave.
3. The Board shall take action on applications for sabbatical leaves as early as possible, but not later than March 1st, prior to the beginning date of the leave and in passing on applications for sabbatical leaves will apply the following criteria:
 - a. Years of service in the East Orange Public Schools prior to the date of the sabbatical leave.
 - b. The type of leave requested.
 - c. The educational value of the leave to the East Orange Public Schools.
 - d. The relationship of such leave to the professional growth of the applicant.
 - e. The urgency of the proposed leave.
4. Applications that are denied by reason of the three (3) that may be granted in the maximum prescribed above shall be given preference if resubmitted the

following year.

4. If a sabbatical leave is granted, such leave may be withdrawn by mutual agreement at any time before replacement agreements have been completed.

ARTICLE V - RIGHTS OF THE ASSOCIATION

A. Definition

The Association is the exclusive representative of the administrative personnel in the negotiating unit covered by the Agreement under the law of the State of New Jersey (Chapter 123, Public Laws of 1974), and the Resolution adopted by the Board. Accordingly, the Association shall be accorded the privilege to engage in the following activities in order to carry out and discharge its authority and responsibility under the law and the aforesaid Resolution.

1. To use school buildings for meetings, subject to reasonable procedures in order to avoid scheduling conflicts.
2. To participate in the development of appropriate District professional orientation and in-service training programs.

B. Released Time

1. The Superintendent of Schools may grant released time with pay to the President, other officers, and the chairmen of standing committees of the Association as requested.
2. When the Board and the Association schedule negotiations during school hours, the Association's Negotiating Team shall be released without loss of pay. The Superintendent of Schools will be notified by the Association of such designations.
3. When it is necessary for a member of the Association to investigate a grievance during a school day, such member may investigate such grievance without loss of pay provided, however, that he/she will not be released from his/her administrative duties for such purposes without prior approval by the superintendent or his/her designee.

C. Terms and Conditions

A copy of all policies of the Board bearing on the terms and conditions for the employment of administrators shall be given to the Association. These policies shall be kept current by sending a copy of proposed additional or revised policies to the Association immediately before adoption.

D. Professional Development and Educational Improvement

Administrators are permitted to take time to attend either the N.J.P.S.A. Convention or other convention at full compensation. Those who do not attend a convention may substitute an appropriate activity of educational value.

ARTICLE VI - PROTECTION OF ADMINISTRATORS

A. Assault

If an administrator is assaulted in connection with his/her employment, he/she shall immediately give the Superintendent of Schools written notice of that fact. The Superintendent of Schools shall comply with any reasonable request from the administrator for information in possession of the Superintendent.

B. Civil Action

"Whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses."¹

C. Criminal Action

"Should any criminal action be instituted against any such person for any act of omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."²

¹ N.J.S.A. 18A: 16:6

² N.J.S.A. 18A: 16:6.1

D. Personal Injury

"Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave of the' accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary and wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 or Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."

E. Loss of Personal Property

The Board will provide the reimbursement to the administrator for repair or value, whichever is less, for clothing and personal effects damaged during the course of an incident related to his /her employment provided loss is not caused by negligence.

The Board will provide protection to the administrator by reimbursement of cost of replacing or repairing dentures, eyeglasses, etc., not covered by workmen's compensation, destroyed or lost as the result of an injury sustained in the course of his/her employment, provided loss is not caused by negligence of the claimant.

F. Damage to Personal Property

The Board will, consider, on a case-by-case basis, claims for payment of the deductible, but not to exceed the amount of the damages, if vehicles are damaged on school property while in performance of the administrator's duties. The administrator shall have the right to make an appearance before the Superintendent to review the claim of damages. The administrator shall present all relevant documents to support his/her claim. If the administrator is not satisfied with the decision of the Superintendent, he/she shall submit all relevant documentation to the Board along with a written statement supporting his/her claim. The decision of the Board upon review of written submission shall be final and binding.

G. Just Cause

Neither the Board nor the Association shall discriminate against, discipline, reprimand, reduce in rank or compensation or deprive of any professional advantage any administrator without just cause. Any such action taken by the Board or the Association, or any agent or representative thereof shall be subject to the grievance

procedure. Any suspension of an administrator pending charges shall be with pay.

ARTICLE VII- ADMINISTRATIVE RESPONSIBILITIES

- A. To possess and exhibit competence and knowledgeability in his/her field of work, and to strive toward continuous professional self-improvement.
- B. To maintain physical capability, mental alertness, and emotional readiness to perform all duties assigned.
- C. To exhibit high standards of moral and ethical conduct, and to employ a wholesome sense of humor in dealing with people.
- D. To be fair and impartial in the treatment of staff, parents, and pupils and to recognize the dignity of all.
- E. To exercise good judgment and a mature attitude in the performance of duties.
- F. To understand and accept the individual differences among staff and children and to provide the necessary and extra assistance that will induce successful pupil and staff achievement: before, during, and after class.
- G. To be ready and willing fully to inform parents about pupil capability and progress.
- H. To strive untiringly for harmonious rapport with staff, pupils, parents, and community.
- I. To be a loyal, dedicated, and cooperative member of the educational team, ready to work with people at all levels to achieve improvement.
- J. To demonstrate continually an interest in and willingness to assist in the various functions that contribute to the total school operation.
- K. To demonstrate continually an interest in and willingness to participate and contribute to curriculum development and improvement including service on textbook selection committees, and to participate on other committees directed toward the betterment of the operation-all proceeding through the proper channels.
- L. To demonstrate continually an interest in and willingness to explore new approaches and innovations in education.
- M. To demonstrate continually an interest in the improvement of the community environment and unselfish participation in PTA or other Parent School Association meetings, back to school sessions, and other functions that strengthen the educational program.

- N. To exhibit pride in one's professional work and accomplishment.
- O. To perform other duties as necessary to maintain the welfare of students, the school, and the school system not otherwise excluded in this Agreement.

ARTICLE VIII- TEMPORARY ABSENCES AND LEAVES

A. General Policies

- 1. Under no circumstances shall a person be absent from school without the knowledge of the Superintendent's Office.
- 2. The following rules pertaining to absence shall apply to all contracted staff members appointed by the Board and protected by tenure. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-month employees on a proportional basis.

B. Types of Absences and Leaves

- 1. Accidents on School Property
 - a. "18A:30-2.1. Payment of sick leave for service connected disability. Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."
- 2. Personal Illness
 - a. Absences for personal illness shall be allowed and shall include full pay for twelve (12) school days in each school year for ten-month administrators and fifteen (15) school days in each school year for twelve-month administrators.
 - b. If less than said twelve (12) or fifteen (15) school days of allowed sick

leave is taken in any school year, then the number of days not utilized shall be accumulative without limit, beginning from the date of the administrator's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

- c. Absences on sick leave shall always be charged to the first twelve (12) or fifteen (15) days allowance for the current school year (see subsection "a") until they are fully utilized and thereafter to the accumulative credit to the extent that such credit is available.
- d. In all absences under this section totaling four (4) or more consecutive school days, the administrator must file a physician's certificate with the Superintendent.
- e. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.
- f. The Board reserves the right to have its medical officer verify the private doctor's findings on school time with expenses paid by the Board.

3. Illness in the Family

- a. Where personal presence is advisable because of the critical illness of (1) an administrator's spouse, child, a parent, father-in-law, mother-in-law, brother, sister, grandparent, or (2) any person living in the administrator's immediate family household, absences will be allowed with pay for a total period of five (5) school days in each school year.
- b. In all absences under this section totaling four (4) or more consecutive school days, the administrator must file a physician's certificate with the Superintendent.
- c. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness in the family.

4. Death in the Immediate Family or Household

- a. A maximum of five (5) calendar days without loss of pay, will be allowed for absences due to death in the immediate family, or of nearest relative who is a member of the household, in each school year, in each such case.

The day on which death occurs or the following day and the next four (4) additional days may be allowed. The five (5) days are consecutive

calendar, days (including Saturday, Sunday, and holidays).

If the death and/or burial require the administrator to travel more than three hundred (300) miles from East Orange, the administrator involved shall be eligible for a maximum of two (2) additional school days.

"Immediate Family" includes an administrator's spouse, child, parent, mother, father, mother-in-law, father-in-law, sister, brother, or grandparents of the employee. A "nearest relative who is a member of the household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family.

- b. In the case of death of a more distant relative not specified in sub-section "a" above, or of a close friend, absences shall be permitted under the personal leave provision set forth in sub-section 6.

5. Quarantine

- a. Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay.
- b. A certificate from the health officer of the community or a school physician shall be filed with the Superintendent for all absences due to quarantine under this section.

6. Personal Leave

- a. Administrators shall be entitled to four (4) days per year, cumulative to a maximum of eight (8) days. A maximum of eight (8) school days per year shall be allowed with pay for the discharge of important personal matters, family business, legal and religious responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. All administrators are required to give at least twenty-four (24) hours notice unless impossible to do so.
- b. Two (2) of these days may be used for personal family matters provided a written statement is submitted to the Superintendent by the applicant stating that his/her absence for duty is necessary for the health and/or welfare of self or family. The day school commences for students and the day preceding and/or the day before and the day after a holiday or vacation period as stipulated in the school calendar may be taken for personal leave only as specified in paragraph "c".

- c. The remaining days may be allowed provided the applicant states the specific reason for taking such leave under all categories (personal family matters, family business, legal and religious) and the Superintendent approves such application for leave. The essential nature of the reasons for such absence and evidence that working time is required must be clear and beyond question. Among the reasons not considered valid are attendance at class reunions, weddings not in the immediate family, and other non-essential social functions.

7. Public Obligations

- a. Administrators shall be permitted to be absent from school with pay when it is necessary for the purpose of performing jury duty or giving testimony in court. If leave or such public duty is required by subpoena, it shall be filed with Superintendent.
- b. If an administrator is a party to a suit, absences from school in that connection shall be granted according to the regulations on personal leave.

8. College Graduation

- a. Absence for attendance at an administrator's own graduation or for conferral of advance degree will be allowed with full pay for one (1) school day.
- b. Absences for attendance at the graduation exercise of an administrator's child shall be with pay for one (1) day and should attendance require travel in excess of 1,000 miles, two (2) days with pay shall then be allowed.

9. Military Reserve Training

- a. Absence for military reserved training shall be allowed with full pay for three (3) weeks provided that such leave is required by military orders and such orders are filed with the Superintendent.
- b. Administrators who have such obligation should arrange this duty during vacation periods if possible.

10. School Holidays

Schools will be closed in accordance with the school calendar adopted by the Board.

11. Professional Purposes

- a. Administrators may be excused for absence to attend educational visitations, conferences, trips, or meetings without loss of pay or accumulated sick leave, provided the Superintendent approves such absence in advance. This shall apply to conferences and activities for which no reimbursement of expenses is expected. Written application for approval shall be made to the Superintendent in writing on forms prescribed by the Board.
- b. Educational visitations, conferences, trips, or meetings for which administrators expect reimbursement for necessary expenses must be approved in advance by the Board on a recommendation from the Superintendent. Written application for such approvals shall be made to the Superintendent in writing on forms prescribed by the Board and then approved by him/her before being submitted to the Board. Requests for reimbursement shall be filed with the Superintendent on forms prescribed by the Board, together with supporting receipts and other pertinent documents.

12. Transfer of Sick Leave

- a. The Board of Education shall grant one-half ($\frac{1}{2}$) credit for any unused accumulation of sick leave days up to a maximum of fifty (50) days that a newly employed administrator may have had in another school district in New Jersey at the time said administrator commenced employment with this Board of Education.
- b. Each such new administrator shall file with this Board within one (1) year of the day of his/her new employment a certificate obtained from his/her prior employer stating such administrator's unused accumulation of sick leave days as of the date of such termination.
- c. The accumulation of sick leave days up to a maximum of fifty (50) days from another school district shall be credited upon the receipt of the said certificate and may be used immediately or accumulated for additional leave thereafter as may be needed.
- d. This policy shall be applicable to all such employees with accumulated sick leave who were employed by this Board of Education on or after September 1, 1968.

13. Other leaves of absence with or without pay may be granted by the Board for good reason. Such decisions shall be final and shall not be grieved beyond Level Three.

14. Administrators shall be notified of their number of unused accumulated sick days no later than September 30th.

ARTICLE IX - EXTENDED LEAVES OF ABSENCE

A. Professional Service and/or Professional Growth

1. A leave of absence for one (1) year without pay may be granted after four (4) successive years of full-time service for temporarily engaging in undertakings in the interest of professional service and/or professional growth.

B. Professional Association

The President of the Association and any other administrator elected to office in a New Jersey Administrators' Association or a National Administrators' Association may upon request be granted a leave of absence without pay for one (1) year.

C. Peace Corps, Vista, National Teacher Corps, Exchange Teacher & Scholarship

A leave of absence without pay for a period of up to two (2) years may be granted, upon request, to any administrator to meet the minimum requirements for service in the Peace Corps, Vista, the National Teacher Corps, or serve as an Exchange Teacher, or accept a Fullbright Scholarship.

D. College or University Teaching

A leave of absence without pay for a period of up to one (1) year may be granted an administrator on tenure, upon request, to teach in an accredited college or university.

E. Military Leave

1. Military leave without pay shall be granted to any administrator who enlists or is inducted in any branch of the Armed Forces of the United States for the period of initial enlistment or induction.
2. The rights and benefits of administrators on military leave shall be protected in accordance with Federal and State Law, and administrators taking such leave will be given credit upon returning to their former position for the period of such leave in terms of their positions, pension rights, and increments, as if they had remained in their position in the District.
3. Administrators shall immediately notify the Superintendent upon notification of call to military service.

F. Pregnancy Leave

The Board shall grant pregnancy leave with or without pay to any administrator upon request if the administrator complies with the following requirements and conditions:

1. Pregnant administrators shall notify the Superintendent of Schools of the condition of pregnancy as soon as the existence of such condition has been confirmed, but in no event later than the end of the fourth month of pregnancy. She shall also notify the Superintendent of the anticipated date of the delivery of the child.
2. Pregnant administrators shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leave will commence no later than the start of the eighth month of pregnancy unless the administrator presents a statement from her physician stating that she is physically capable to continue her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe. Should the Board question the statement of the administrator's physician, it may require the administrator to submit to an examination by a physician to be designated by the Board and in cooperation with the administrator's attending physician, the administrator shall be required to submit to such examination. If there is a difference of opinion between the administrator's attending physician and the physician designated by the Board, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be shared equally by the administrator and the Board.
3. A pregnancy leave shall be terminated no later than thirty(30) calendar days following the date of the delivery of the child unless the physician of the administrator, shall certify that the administrator's physical condition or capacity is such that the administrator's health would be impaired if the administrator were to continue working in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the physician of the administrator, but not beyond(1) year. Disagreements as to the administrator's condition shall be resolved as in the preceding paragraph.

In no event shall an administrator be permitted to return to duty following a pregnancy leave unless she produces a statement for her physician that she is physically able to return to duty.

4. A pregnancy leave of absence granted a non-tenure administrator may not be extended beyond the end of the contract school year in which the leave is obtained.

5. Administrators returning from pregnancy leaves of absence shall be entitled to all benefits to which administrators returning from other types of sick or disability leave would be entitled.

G. Child-Rearing Leave

The Board will grant child-rearing leaves without pay to any administrator upon request if the administrator complies with the following requirements and conditions:

1. In cases where both husband and wife may be administrators in this school system, only one of said persons shall be entitled to such leave.
2. In the case of female administrators, the application for child-rearing leave will become effective immediately upon the termination of the pregnancy leave.
3. Child-rearing leave will be for a period of up to one (1) year immediately following the birth or adoption of the child, but such leave may, at the option of the Board, upon the request of the administrator, be extended for one (1) additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first year thereof.
4. Where the birth or adoption of a child is anticipated during the first two (2) months of a school year or new semester and a child-rearing leave is being requested, the child-rearing leave must commence at the start of the school year or new semester.
5. Where the child-rearing leave is requested, the administrator requesting such leave shall not be permitted to return to the school system following such leave during the last two months of the school year or semester.
6. Application for child-rearing leave shall be file at least three (3) months before the anticipated birth or adoption of the child.
7. Where an administrator who has been granted a child-rearing leave returns to the system at any time other than the start of the school year, such administrator may be assigned to any administrative position decided by the Superintendent so long as such assignment is within the certification of such administrator.
8. A child-rearing leave granted to a non-tenure administrator will not be extended beyond the end of the contract school year in which the leave is obtained.
9. Administrators returning from child-rearing leaves shall not be entitled to any of the benefits to which administrators returning for pregnancy or other type

of sick or disability leaves would be entitled, except that an administrator shall be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave and said administrator shall not lose previously accumulated unused sick leave days.

H. Health

Leaves of absence without pay for a period of up to two (2) years duration may be granted to administrators on tenure for reasons of personal health.

I. Family Leave Act

The following is for information only and shall not be subject to the grievance procedure.

1. Employees who have worked at least 1000 hours in the 12 months prior to the leave are entitled to 12 weeks of unpaid leave in any 12 month period for childbirth, adoption, foster care placement, or the serious illness of a child, parent, spouse or self.
2. Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.
3. Employees who take such leave will continue to receive all other benefits to which they would be entitled while not on leave.
4. Employees who request such leave must submit medical certification of the reason for the leave.
5. The leave may be taken in periods of time as required by the condition causing the leave; i.e., consecutively, intermittently or on a reduced work schedule.
6. Employees who return from such leave are entitled to the same or an equivalent position.
7. Employees are required to give 30 days advance notice of the leave, when such leave is foreseeable.

J. Other Leaves

Other leaves without pay may be granted by the Board for good reason.

K. Miscellaneous

1. Any administrator on an extended leave of absence shall, in the event that

he/she exercises his/her right to return to a position in the District substantially equivalent to the one he/she held prior to going on leave. The Board shall grant previously accumulated unused sick leave days to all returning administrators.

2. Any administrator on an extended leave of absence shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent, when such leave is taken for reason of Professional Service and/or Professional Growth (Section A); Professional Association (Section B); Peace Corps, Vista, National Teacher Corps, Exchange Teacher, Scholarship (Section C); College or University Teaching (Section D); Pregnancy Leave (Section F).
3. An administrator shall not receive increment credit for an extended leave of absence when such leave is taken for reason of Child-rearing Leave (Section G); Health (Section H); Other Leaves (Section J).

ARTICLE X - INSURANCE

The Board shall provide the following insurance benefits for all administrators covered by this agreement:

A. Accident Insurance

1. The Board shall carry secondary accident insurance which covers administrators who transport children in their own cars or buses to and from school activities.
2. Administrators shall not request the use of parents' cars for school purposes.

B. Liability Insurance

1. The Board shall carry liability insurance to protect all administrators from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building; provided, such employee at the time of the accident or injury was acting in the discharge of his/her duties, within the scope of his/her employment, and/or under the direction of the Board of Education.
2. The Board agrees to save harmless as provided by New Jersey Statutes Annotated, 18A: 16-6.

ARTICLE XI - ADMINISTRATIVE HOURS AND ADMINISTRATIVE LOAD

A. Length of School Day

The Length of the school day shall be of a time necessary for administrators to meet their responsibilities as professional employees.

B. Administrative Hours

An administrator shall be expected to perform appropriate duties for those hours considered to be reasonable.

C. Administrative Load

Administrative load shall be reasonable; it shall be computed with consideration being given to staff load, pupil load, and other factors, related, to the effective management of an administrative staff.

ARTICLE XII - ADMINISTRATIVE EMPLOYMENT

A. Promotion Clause

At varying times, individuals either covered by this Agreement or not covered by this Agreement will, either through promotion or other Board action, occupy a position that is covered by this Agreement. When such occurs, the individual transferring to the position shall do so without loss of pay. The individual's salary shall be determined by placing him/her on the appropriate salary guide according to the individual's experience or by placing him/her a salary higher than the individual's current salary in the lesser position.

The EOAA is to be notified each time such a situation occurs.

B. Voluntary Transfer

1. Periodically during the school year, the Superintendent shall distribute for posting in all school buildings, with a copy to the Association, a list of existing administrative vacancies.
2. An administrator who desires a change in assignment shall adhere to the following procedures:
 - a. Discuss with the Superintendent or his/her designee his/her desire to transfer or be reassigned.

- b. File with the Superintendent or his/her designee a written statement of the desire to transfer or be reassigned.
 - c. File at any time for vacancies which may exist.
 - d. State the specific reassignment being requested.
 - e. If more than one administrative vacancy exists, state in order of preference, the position requested.
3. The Superintendent or his/her designee shall review the request for transfer or reassignment and arrive at a decision as soon as practicable.
 4. In the determination of granting requests for voluntary transfers and reassignments, the following criteria shall be considered:
 - a. Individual qualifications and experience.
 - b. The requirements of the position to be filled and the best interests of the school district.
 - c. No request shall be denied without good reason.
 5. In the event of a disagreement, and upon request of the administrator, the matter of an administrative assignment shall be reviewed with the administrator by the Superintendent of Schools and, at the administrator's option, a representative of the Association. The decision of the Superintendent shall be final.
 6. Requests for transfer or reassignment shall be approved by the Board. The administrator shall be notified accordingly.

C. Involuntary Transfers

In the determination of involuntary transfers and reassignments, the following criteria shall be considered:

1. Individual qualifications and experiences.
2. The requirements of the position to be filled and the best interests of the school district.
3. Volunteers shall be considered for all positions where involuntary transfers might be made.

4. An involuntary transfer or reassignment shall be made only after a meeting between the Superintendent or his/her designee and the administrator involved. At his meeting the administrator shall be notified of the reason or reasons for the transfer or reassignment.
5. If at this meeting the administrator objects to the transfer or reassignment, he/she may appeal in writing to the Superintendent of Schools.
6. The Superintendent shall meet with the administrator to discuss the appeal to the transfer or reassignment, and at the administrator's option, a representative of the Association may be present at this meeting.
7. All involuntary transfers or reassignment shall be approved by the Board.

D. Work Year

Ten (10) Month Employment

All Ten (10) Month Administrators shall report to their assignment on the Monday before Labor Day through June 30th, with vacation as provided by school closings as noted in the ten (10) month calendar.

The following work-year language shall apply when the Board determines to begin school PRIOR to Labor Day.

When Labor Day falls on September 1, 2 or 3, all ten-month employees shall begin their assignment on the previous Monday and shall remain until June 30.

When Labor Day falls on September 4, 5, 6, or 7, all ten-month employees shall begin their assignment in time to work the last five (5) week days in August and shall remain until June 30.

Existing contract language shall apply when the Board determines to begin school AFTER Labor Day.

Twelve (12) Month Employment

All twelve (12) Month Administrators (central office and building-based), shall report to their assignments for July 1st through June 30th, with vacation as follows: Twenty (20) vacation days, Christmas Recess, and holidays as provided for the twelve month calendar.

E. Extra Compensation for Additional Duties and Responsibilities

The Board agrees to compensate affected administrators at the per diem rate which represents the difference between the employee's current salary and the salary s/he would receive in the position being covered.

If more than one administrative is assigned to such coverage, the total amount paid may not exceed the amount specified in the preceding paragraph.

If an administrator is assigned to cover another position which has a lower compensation structure, the administrator so assigned shall be compensated at the per diem rate which represents the difference between the employee's salary and the salary s/he would be paid in the other position.

If an administrator is assigned to cover another position which has the same salary structure as his/her current position, the administrator so assigned shall be paid a per diem rate equal to 1/1000 of his/her current salary.

Eligibility for extra compensation shall begin after twenty-two (22) consecutive work days in the event of an administrative/supervisory leave of absence.

Eligibility for extra compensation shall begin after ten (10) consecutive work days in the event of an administrative/supervisory vacancy.

The following language is for informational purposes only and shall not be subject to the grievance procedure.

The following guidelines have been developed for use when determining the payment of extra compensation to an administrator or supervisor who is assigned additional duties and/or responsibilities as a result of an administrative/supervisory staff vacancy or the long-term leave of absence of an administrative/supervisor.

The following factors have been identified as those to be considered when such situations arise:

1. The additional duties and/or responsibilities must result in a workday or work week which is extended beyond the normal, work day or work week for the staff member affected.
2. The additional duties and/or responsibilities must be assigned by or be with the written advice/consent of the Superintendent.
3. The additional duties and/or responsibilities may be inclusive of assignments or tasks from two or more job descriptions.
4. Consideration will be given to the nature, scope, and extent of the additional

duties and/or responsibilities.

5. Such situations must be dealt with in advance or as soon as possible after the triggering incident.
6. Such situations shall not result in a "trickle-down" practice; that is to say, the staff member affected must continue to perform his/her normal duties in addition to the other work that is assigned.
7. Special or unique situations or circumstances concerning absences, leaves, or vacancies may be presented to the (Superintendent of Schools) for review.

For purposes of this provision, the following definitions shall apply:

LONG TERM LEAVE OF ABSENCE: an absence of thirty (30) or more consecutive calendar days.

LEAVE OF ABSENCE: an absence for reasons of personal illness, family illness, military duty, family welfare, health, pregnancy, child-care adoption, etc., but not vacations or professional conferences/trips.

STAFF VACANCY: the absence of the administrator/supervisor who is assigned to a specific Board approved position for reasons other than a leave of absence as defined above.

ARTICLE XIII- ADMINISTRATOR EVALUATION

- A. Evaluations of administrators shall be an ongoing process not intended to constitute a threat to effective Superintendent and administrator relationships.
- B. All evaluation of the work performance of an administrator shall be conducted openly and with full knowledge of the administrator.
- C. Evaluations of non-tenure administrators shall be written at least three (3) times each year. The first evaluation shall be completed by November 1st; the second by January 15th; and the third by March 15th of each school year.
- D. Evaluations of tenured administrators shall be written at least once a year. The evaluation shall be completed by April 1st of each school year.
- E. The minimum basic procedures leading to formal evaluations of administrators shall include the following:
 1. The Superintendent or his/her designated representative shall visit each administrator at his/her site several times during each school year. Evaluation

reports shall not be placed in the administrator's file, or otherwise acted upon without prior conference with the administrator and the evaluator shall by signature attest that the conference was held. Such signature by the administrator may not necessary indicate approval of the evaluation. The administrator may make written comments in response to these reports within ten (10) days, but no administrator shall be required to sign a blank or incomplete evaluation form.

2. At least three (3) times each year in the case of non-tenure administrators, the Superintendent or his/her designated representative shall schedule a formal evaluation conference with each administrator the first by November 1st, the second by January 15th, and the third by March 15th.
3. At least once each year in the case of a tenure administrator, the Superintendent or his/her designated representative shall schedule a formal evaluative conference with each administrator prior to April 1st.
- *4. In each evaluative conference, the Superintendent or his/her designated representative and the administrator will discuss matters pertaining to the administrator's growth and development in professional abilities and make an assessment of the administrator's strengths and weaknesses. The conference shall include a discussion of pupil growth and achievement, the administrator's management skills, and his/her professional attributes.
5. The results of all evaluative conferences shall be recorded (written), with copies to the administrator and the Superintendent.

Both the administrator, the Superintendent or, his/her designated representative shall sign these reports.

6. In the event an administrator does not agree with the Superintendent of his/her designated representative's evaluation, the disagreement must be submitted in writing, with copies for the administrator and the Superintendent. These disagreements may be filed within ten (10) days during the evaluation process, and may be processed as grievances through Level Three of the Grievance Procedure.
7. The Superintendent shall maintain a cumulative record of all pertinent data related to each administrator. This file shall be available for the administrator's review. The administrator may write comments and have them included in the file at any time.
8. An administrator shall request in writing evaluation visits by the Superintendent or his/her designated representative. Said evaluator(s) shall meet the administrator's request for a visit or indicate in writing why such a request

would be denied.

FOR INFORMATION ONLY - The East Orange Board of Education/East Orange Administrators Association agree to form a task force to study the development of evaluation forms and formats.

ARTICLE XIV - ADMINISTRATIVE ASSIGNMENT

- A. In April, the Superintendent or his/her designated representative shall give all administrators notice if there is any change in their school or department assignments for the forthcoming year.

*FOR INFORMATION ONLY

- B. In May, all administrators shall give to the Superintendent or his/her designee notice of their intent to return to their school assignments for the forthcoming year.
- C. In the event that changes are made in school or department assignments after May, the Superintendent or his/her designee shall notify the administrator in writing of such changes.
- D. Upon request of the administrator concerned, the Superintendent or his/her designee shall meet with the administrator affected by the change in school or department assignment to discuss the professional necessity for the change.
- E. In the event of a continued disagreement, and upon request of the administrator, or the Superintendent or his/her designee, the matter of any administrative assignment shall be reviewed with the administrator by the Superintendent of Schools and, at the administrator's option, a representative of the Association.
- F. Administrators who are employed on a ten-month basis may be employed during the months of July and August upon the request of the Superintendent or the employee. All such requests by the employee must be approved in writing and authorized in advance by the Superintendent.

When such requests for summer employment are approved by the Superintendent, employees shall be paid at the per diem rate of 1/200th of the preceding year's salary.

The number of days worked and the duties, responsibilities and assignments to be performed shall be as determined by the Superintendent. No ten-month employee may be required to work during the period covered by this section.

Disputes arising out of denials of requests for summer employment shall not be arbitrable.

ARTICLE XV - COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an administrator made to the Superintendent by any parent, student, or other person which does or may influence the evaluation of an administrator shall be processed according to the procedure outlined bellowed.

B. Meeting with the Superintendent

The Superintendent or his/her designated representative shall meet with the administrator to appraise the administrator on the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The administrator, pupil, parent and all parties to a complaint shall have the right to be represented at any meetings or conferences regarding such complaint.

D. Procedure

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the administrator may request a conference with the complainant to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2: Any complaint unresolved under Step 1 at the request of the complainant shall be reviewed by the Superintendent or his/her designated representative in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the administrator to the Superintendent or his/her designated representative.

Step 4: Upon receipt of the written complaint the Superintendent or his/her designee shall confer with all parties. The administrator shall have the right to be present at all meetings of the Superintendent or his/her designee and the complainant.

Step 5: If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties named at the request of the complaint or the administrator, he/she shall forward the results of his/her investigation along with his/her recommendation, in writing to the Board and a copy to all parties concerned.

Step 6: After receipt of the findings and recommendations of the superintendent or his/her designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the

Superintendent or his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE XVI - PERSONAL FOLDERS

- A. Every administrator shall have the right to inspect all material in his/her individual personnel folder. An administrator shall be entitled to have a representative of an Association accompany him/her during such review.
- B. The administrator shall have the right to submit written comments to all post-hire material contained in his/her individual personnel folder. These comments shall be reviewed by the Superintendent and shall become part of his/her personnel folder.
- C. An administrator shall have the right, upon request, to receive copies, at cost, of any documents contained in his/her personnel folder, subject to Section A (above). At least once every year, an administrator shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and the Superintendent's decision as to which documents shall be destroyed or retained shall be final and not grievable.

ARTICLE XVII - FRINGE BENEFITS

It is agreed that all EOAA Personnel shall maintain all benefits accrued to this date and in addition shall receive the following benefits:

- A. The following coverage shall be provided for EOAA Personnel, their spouses and dependents. The cost of such programs shall be borne by the Board:
 - a. New Jersey Health Benefits Program
Family Coverage
 - b. New Jersey Blue Cross Prescription Coverage
Co-pay of \$10 and \$20, effective July 1, 2004. The co-pay shall be determined on the basis of the prescription that is dispensed at the time it is filled. Generic drug co-pay shall be \$10 and the Brand name co-pay shall be \$20.
 - c. New Jersey Dental Services Plan, Inc.
Family Coverage. The CAP shall be \$2000
- B. The following coverage shall be provided for EOAA Personnel:
 - 1. Washington National Insurance Plan.
 - 2. Tuition Reimbursement - The Board agrees to provide tuition reimbursement for administrators in an amount not to exceed \$2000 in

each year of the contract, subject to the following provisions:

- a. All courses taken for which reimbursement is sought must be approved in advance by the Board.
- b. All courses for which reimbursement is sought must be complete with a grade of B+ or higher. "Pass" or "Fail" courses shall not be eligible for tuition reimbursement. *See below.
- c. All courses for which reimbursement is sought must be taken at an accredited college or university.
- d. The rate of reimbursement shall be equal to the per credit tuition charge at New Jersey State Colleges.
- e. The Board reserves the right to require administrators to take certain courses in order to qualify for tuition reimbursement.
- f. The administrator requesting reimbursement shall provide the reimbursement shall provide the following documents:
 - f.1. Official proof of participation in and completion of the courses.
 - f.2. Official proof of number of credits taken.
- g. Requests for approval of courses and tuition reimbursement shall be considered on the basis of the date of receipt of the request and the relevance of the course to the needs of the District.

Disagreements arising from the implementation of this procedure may not be processed beyond Level 4 of the grievance procedure.

*If the college or university grants pluses or minuses, a grade of B+ is required.

*If the college or university does not grant pluses or minuses, a grade of B will be acceptable.

3. Responsibility Factor Stipend (RFS) - The stipend shall not be made a part of the salary.

Principals and assistant principals must earn the following minimum number of quality points to be eligible for the RFS:
Elementary (25) junior / middle (25) high school (50).

Quality points may be earned based on the following criteria:

- a. Size of building and grounds including portables.
- b. Total student population.
- c. Total number of staff.
- d. Existence of special programs.
- e. Number of evening, Saturday, Sunday activities required, on the average, beyond what is expected for the position involved.
- f. A stipend of \$500 per month shall be paid to secondary School principals and assistant principals who are required by the Superintendent to work extended hours to perform duties related to new and/or modified student programs which have been approved by the Superintendent.

The decision of the Superintendent regarding the above assignments shall be final and may not proceed beyond Level 3 of the grievance procedure.

Each principal and assistant principal shall receive compensation in the following amounts for all quality points earned over and above the required minimum.

	<u>Principals</u>	<u>Assistant Principals</u>
Elementary	\$ 60.00	\$ 30.00
Junior / Middle	80.00	40.00
High School	100.00	50.00

Quality points shall be awarded based on the factors listed and in accordance with the breakdown indicated:

(1) Size of buildings and grounds (including portables)

Square footage	0 - 25,000	3 points
	25,001 - 50,000	6 points
	50,001 - 75,000	9 points
	75,001 - 100,000	12 points

	100,001 - 150,000	15 points
	150,001 and above	20 points
(2.)	Total student population	
	0 - 300	5 points
	301 - 500	10 points
	501 - 750	15 points
	751 - 1000	20 points
	1001 - 1200	25 points
	1201 and above	30 points
(3.)	Total number of staff	
	0 - 25	3 points
	26 - 40	6 points
	41 - 60	9 points
	61 - 95	12 points
	96 - 125	15 points
	126 and above	20 points
(4.)	Existence of special programs	
	Bilingual	
	1 - 2 classes	2 points
	3 - 4 classes	4 points
	5 - 6 classes	5 points
	7 and above classes	10 points
	Special Education	
	1 - 2 classes	2 points
	3 - 4 classes	4 points
	5 - 6 classes	5 points
	7 and above classes	10 points
(5.)	Number of evening, Saturday, and Sunday activities required, on the average, beyond what is expected for the position involved.	
	Level 1	5 points
	Level 2	10 points

The school year immediately preceding the year for which the stipend is paid shall be the base year for collecting information regarding the various RFS areas.

(6.) Breakfast Program

A total of fifteen (15) points shall be added for schools with a

breakfast program.

(7.) Whole School Reform

A total of (25) points shall be added for schools with a Whole School Reform Model.

(8.) Schools without assistant principals shall receive (5) points.

(9.) A minimum of \$300 shall be granted to all principals and assistant principals who do not qualify by quality points for the RFS.

C. The mileage reimbursement rate shall be thirty cents (.30).

ARTICLE XVIII - SALARY DEDUCTIONS

The Board agrees to deduct from the salary of Personnel, dues of EOAA as said Personnel individually and voluntarily so authorize the Board, but no more frequently than twice per calendar month, and transmit same promptly to EOAA. Written notice to rescind dues deduction must be made by June 1 or December 1, rescission to dues deduction to become effective in July and January.

ARTICLE XIX - NEGOTIATION PROCEDURE

- A. The Board agrees to facilitate the free exchange of information in accordance with Chapter 73, Public Laws of New Jersey 1963, otherwise known as N.J.S. 47:1A-1 et seq.
- B. Whenever possible the Negotiation Team of the Association agrees to give the Negotiating Team of the Board and the Board Negotiating Team agrees to give to the Association Negotiating Team copies of all proposals and pertinent material sufficiently in advance of negotiation meetings so that they may be properly studied and answered.

ARTICLE XX - MISCELLANEOUS PROVISIONS

A. Items not listed in Agreement

The Board agrees to consult with the Association and the Association agrees to cooperate with the Board in studying those items which are not included in this Agreement.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all

other provisions or applications shall continue in full force and effect.

C. Compliance between Individual Contract and Master Agreement

Any individual contract between Board and an individual administrator 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. Compliance with 123

Proposed new rules or modifications of existing rules which deal with the terms and conditions of employment which are subject to negotiations shall be altered only after negotiations with the Association.

E. Copies of Agreement

The Board and the Association will cause copies of this Agreement to be printed and delivered to the Secretary of the Association for distribution to the members. The parties agree to share equally in the cost of such printing.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail, return receipt requested, at the following addresses:

1. If by Association, to Board at

715 Park Avenue
East Orange, New Jersey 07017

2. If by Board, to Association at

the home of the current president

ARTICLE XXI - NO STRIKE - NO LOCKOUT

The Association agrees that during the life of this agreement there shall be no lockouts.

ARTICLE XXII - RIGHTS OF THE BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

- B. The Board reserves the right to establish instructional and other committees as it deems necessary.

ARTICLE XXIII - DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 2004 AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 2007.

ARTICLE XXIV SALARY GUIDES (2004 - 2007)**SALARY GUIDE**12-MONTH PRINCIPAL / DIRECTOR

<u>Step</u>	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>
1	\$105,610	→	\$110,362	↘	\$113,421	→	\$119,725
2	\$108,072	→	\$112,935	↘	\$117,312	→	\$123,616
3	\$110,534	→	\$115,508	↘	\$119,885	→	\$126,189
4	\$112,996	→	\$118,081	↘	\$122,458	→	\$128,762
5	\$115,458	→	\$120,654	↘	\$125,031	→	\$131,335
6	\$117,920	→	\$123,226	↘	\$127,604	→	\$133,908
7	\$120,581	→	\$126,007	↘	\$130,176	→	\$136,480
8	\$125,837	→	\$131,500	↘	\$132,957	→	\$139,261
9	\$128,478	→	\$134,260	↘	\$138,450	→	\$144,754
10	\$133,819	→	\$139,841	↘	\$141,210	→	\$147,514
11	\$140,260	→	\$146,572	↘	\$150,463	→	\$156,767

ARTICLE XXIV SALARY GUIDES (2004 - 2007)**SALARY GUIDE**12-MONTH ASSISTANT PRINCIPAL / ASSISTANT DIRECTOR

<u>Step</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$ 94,068	\$ 98,301	\$100,856	\$106,232
2	\$ 97,996	\$101,361	\$103,701	\$109,007
3	\$ 99,925	\$104,422	\$106,761	\$112,137
4	\$102,854	\$107,482	\$109,822	\$115,198
5	\$105,783	\$110,543	\$112,882	\$118,258
6	\$110,910	\$115,901	\$115,943	\$121,319
7	\$113,621	\$118,734	\$121,301	\$126,677
8	\$116,185	\$121,413	\$124,134	\$129,510
9	\$118,748	\$124,092	\$126,813	\$132,189
10	\$123,985	\$129,564	\$129,492	\$134,868
11	\$127,795	\$133,546	\$136,391	\$141,767

ARTICLE XXIV SALARY GUIDES (2004 - 2007)**SALARY GUIDE**12-MONTH SUPERVISOR

<u>Step</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$ 89,938	\$ 93,985	\$ 96,237	\$101,121
2	\$ 92,275	\$ 96,427	\$ 98,659	\$103,543
3	\$ 94,612	\$ 98,870	\$101,101	\$105,985
4	\$ 96,950	\$101,313	\$103,544	\$108,428
5	\$ 99,287	\$103,755	\$105,987	\$110,871
6	\$101,624	\$106,197	\$108,429	\$113,313
7	\$103,961	\$108,639	\$110,871	\$115,755
8	\$106,699	\$111,500	\$113,313	\$118,197
9	\$111,101	\$116,101	\$116,174	\$121,058
10	\$113,301	\$118,400	\$120,775	\$125,659
11	\$116,987	\$122,251	\$123,074	\$127,958

ARTICLE XXIV SALARY GUIDES (2004 - 2007)**SALARY GUIDE**10-MONTH PRINCIPAL

<u>Step</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$ 90,176	\$ 94,234	\$97,205	\$102,811
2	\$ 93,464	\$97,670	\$100,543	\$106,149
3	\$ 96,752	\$101,106	\$103,970	\$109,576
4	\$100,040	\$104,542	\$107,406	\$113,012
5	\$103,327	\$107,977	\$110,842	\$116,448
6	\$106,257	\$111,039	\$114,277	\$119,883
7	\$110,880	\$115,870	\$117,333	\$122,939
8	\$115,502	\$120,700	\$122,170	\$127,776
9	\$120,126	\$125,532	\$127,000	\$132,606
10	\$123,374	\$128,926	\$131,832	\$137,438
11	\$126,246	\$131,927	\$135,265	\$140,871

ARTICLE XXIV SALARY GUIDES (2004 - 2007)**SALARY GUIDE**10-MONTH ASSISTANT PRINCIPAL

<u>Step</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$ 83,617	\$ 87,380	\$ 89,650	\$ 94,124
2	\$ 86,220	\$ 90,100	\$ 91,850	\$ 96,324
3	\$ 88,829	\$ 92,826	\$ 94,570	\$ 99,044
4	\$ 91,426	\$ 95,540	\$ 97,296	\$101,770
5	\$ 94,029	\$ 98,260	\$100,010	\$104,484
6	\$ 98,587	\$103,023	\$102,730	\$107,204
7	\$100,996	\$105,540	\$107,493	\$111,967
8	\$103,275	\$107,922	\$110,010	\$114,484
9	\$105,553	\$110,303	\$112,392	\$116,866
10	\$110,209	\$115,168	\$114,773	\$119,247
11	\$113,595	\$118,707	\$120,907	\$125,381

SALARY GUIDE STEP MOVEMENTSUMMARY CALCULATIONS

12-MONTH PRINCIPAL

2003 - 2004 BASE = 1,282,812 X 4 ½ % = 57,727 --- 10 = \$5773

3 @ Max ← Average Raise for 2004-05 = \$5773

7 on Steps ← @ \$5773

Range of Raises for 2004-05 = \$4752 ↔ \$6312

2004 - 2005 BASE = 1,340,539 (1,282,812 X 104.5%)

\$1,340,539 X 4 ½ % = 60,324 --- 10 = \$6032

Average Raises for 2005-06 = \$6032

3 @ Max @ \$3891 = \$ 11,674

7 on Steps @ \$6950 = \$ 48,650

Total \$ 60,324

2005 - 2006 BASE = 1,400,863 (1,340,539 X 104.5%)

\$1,400,863 X 4 ½ % = 63,039 --- 10 = \$6304

Raise for 2006-07 = \$6304 for each person

SUMMARY CALCULATIONS

12-MONTH ASSISTANT PRINCIPAL

2003 - 2004 $\text{BASE} = 1,093,984 \times 4\frac{1}{2}\% = 49,229 \text{ --- } 10 = \$4,923$

0 @ Max ← Average Raise for 2004-05 = \$4,923

10 on Steps ← @ \$4,923

Range of Raises for 2004-05 = \$4,233 ↔ \$5,751

2005 - 2005 $\text{BASE} = 1,143,213 (109,398 \times 104.5\%)$

$\$1,143,213 \times 4\frac{1}{2}\% = 51,445 \text{ --- } 10 = \$5,145$

Average Raises for 2005-06 = \$5,145

1 @ Max @ \$2,845 = \$ 2,845

9 on Steps @ \$5,400 = \$48,600

Total \$ 51,445

2005 - 2006 $\text{BASE} = 1,194,658 (1,143,213 \times 104.5\%)$

$\$1,194,658 \times 4\frac{1}{2}\% = 53,760 \text{ --- } 10 = \$5,376$

Raise for 2006-07 = \$5,376 for each person

SUMMARY CALCULATIONS

12-MONTH SUPERVISOR

2003 - 2004 $\text{BASE} = 795,097 \times 4\frac{1}{2}\% = 35,779 \text{ --- } 8 = \$4,472$

0 @ Max ← Average Raise for 2004-05 = \$4,472

8 on Steps ← @ \$4,472

Range of Raises for 2004-05 = \$4,047 ↔ \$5264

2006 - 2005 $\text{BASE} = 830,876 (795,097 \times 104.5\%)$

$\$830,876 \times 4\frac{1}{2}\% = 37,389 \text{ --- } 8 = \4674

No one at Max – All steps are the same = \$4674

Average Raises for 2005-06 = \$4674

2005 - 2006 $\text{BASE} = 868,266 (830,876 \times 104.5\%)$

$\$868,266 \times 4\frac{1}{2}\% = 39,072 \text{ --- } 8 = \$4,884$

Raise for 2006-07 = \$4,884 for each person

SUMMARY CALCULATIONS

10-MONTH PRINCIPAL

2003 - 2004 BASE = 2,167,486 X 4½ % = 97,537 --- 19 = \$5134

6 @ Max ← Average Raise for 2004-05 = \$5134

13 on Steps ← @ \$5134

Range of Raises for 2004-05 = \$4058 ↔ \$5681

2004 - 2005 BASE = 2,265,023 (2,167,486 X 104.5%)

\$2,265,013 X 4½ % = 101,926 --- 19 = \$5364

Average Raise for 2005-06 = \$5364

6 @ Max @ \$3338 = \$ 20,028

13 on Steps @ \$6300 = \$ 81,900

Total \$101,928

2005 - 2006 BASE = 2,366,949 (2,265,023 X 104.5%)

\$2,366,949 X 4½ % = 106,513 --- 19 = \$5606

Raise for 2006-07 = \$5606 for each person

SUMMARY CALCULATIONS

10-MONTH ASSISTANT PRINCIPALS

2003 - 2004 $\text{BASE} = 1,092,500 \times 4\frac{1}{2}\% = 49,163 \div 12 = \$4,097$

1 @ Max ← Average Raise for 2004-05 = \$4,097

11 on Steps ← @ \$4,097

Range of Raises for 2004-05 = \$3,763 ↔ \$5,112

2007 - 2005 $\text{BASE} = 1,141,663 (1,092,500 \times 104.5\%)$

$\$1,141,663 \times 4\frac{1}{2}\% = 51,375 \div 12 = \$4,281$

Average Raises for 2005-06 = \$4,281

1 @ Max @ \$2,200 = \$ 2,200

11 on Steps @ \$4,470 = \$ 49,175

Total \$ 51,375

2005 - 2006 $\text{BASE} = 1,193,038 (1,141,663 \times 104.5\%)$

$\$1,193,038 \times 4\frac{1}{2}\% = 53,687 \div 12 = \$4,474$

Raise for 2006-07 = \$4,474 for each person

2004 - 2007

12-Month Credit

0 - 5 Months = None

6 - 9 Months = $\frac{1}{2}$ Step

10 - 12 Months = Full Step

10 MONTH CREDIT

0 - 4 Months = None

5 - 8 Months = $\frac{1}{2}$ Step

9 - 10 Months = Full Step

C. EARNED DOCTORATE

Administrators shall receive an additional \$1500.00 for a doctor's degree earned at an accredited college or university.

FOR THE ASSOCIATION

Irene L. Nichols, President

Deborah Harvest, Vice President

Howard Walker, Treasurer

Yvonne Hunter, Secretary

Irene L. Nichols, Negotiator

Negotiating Team

Patricia Fairbanks
Deborah Harvest
Joyce Howard
Yvonne Hunter
Irene L. Nichols

FOR THE BOARD

Patricia Hall, President

Everett Jennings, Vice President

Reginald Davis

Bibi Stewart Garvin

Vernon Pullins, Jr.

Marsha Wilkerson

Arthur Wright

Hunt, Hamlin & Ridley, Negotiator

Negotiating Team

Reginald Davis
Bibi Stewart Garvin
Arthur Wright

Date of Settlement: April 11, 2006