

1017

**AGREEMENT BETWEEN THE**

**EAST ORANGE DEPARTMENT HEADS**

**ASSOCIATION**

**AND THE**

**EAST ORANGE BOARD OF EDUCATION**

**1994 - 1997**

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**PREAMBLE**

This Agreement entered into on May 5, 1995 by and between the Board of Education of East Orange, the City of East Orange, New Jersey, and the County of Essex, hereinafter called the "Board," and the East Orange Department Heads Association, hereinafter called the "Association".

**WITNESSETH:**

Whereas, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

Whereas, the parties after long and mutually satisfactory deliberations in a combined effort to improve the terms and conditions of employment in East Orange have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION

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 personnel under contract or on leave, employed by the Board, including Department Heads and the Supervisor of Library/Media Services (pursuant to P.E.R.C. decisions H.O. No. 83-14 dated May 11, 1983 and P.E.R.C. No. L-85-21 dated September 26, 1985).

B. Unless otherwise indicated, the terms "Department Heads, member, employee," when used hereinafter in this Agreement, shall refer to all 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 this 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 procedure. The results of an informal resolution shall be reduced to writing with copies to all parties involved. Both parties recognize 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, equitable solutions to the problems which may from time to time arise affecting the working conditions of department heads. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

4. Nothing herein contained shall be construed as limiting the right of any department head having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of the 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 practicable.

**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 know or should have known of the events or conditions on which it is based.

4. Submission of a grievance shall be made at the appropriate level.

5. A member or group of members may submit grievances which affect them personally and shall submit such grievance to the building principal or immediate superior.

6. The Association may submit grievances. If the grievance is limited to one school, the grievance shall be submitted to the building principal or immediate superior. If the

grievance affects a group of members in more than one school, the Association may submit the grievance in writing and commence at Level 3.

**E. Levels**

**1. Level One**

A department head with a grievance shall first discuss it with the principal or other immediate superior either privately or with an officer of the Association present, with the objective of resolving the matter informally.

**2. Level Two**

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 principal or immediate superior, and the aggrieved person wishes to pursue his/her grievance he/she shall submit it in writing to the principal or immediate superior with copies to the Superintendent of Schools and the Association.

b. The principal 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 principal or his/her immediate superior or if no decision has been rendered within five (5) school days, the aggrieved person may submit a copy of the grievance 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**

a. 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 by him/her.



b. Counter remedies may be proposed at this level by either party. Once a counter remedy has been accepted by both parties, such remedy shall be applicable only to the instant grievance, shall not constitute a precedent, and shall be final and binding on both parties in this instant grievance.

**4. Level Four**

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 appeal the decision 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 Schools in an effort to resolve the grievance.

c. Counter remedies may be proposed at this level by either party. Once a counter remedy has been accepted by both parties, such remedy shall be applicable only to the instant grievance, shall not constitute a precedent, and shall be final and binding on both parties in this instant grievance.

**5. Level Five**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school days after he/she first met with the Board, he/she may, within five (5) school days after a 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 department head, the Association may submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.

c. The parties shall be bound by the rules and procedures of the American Arbitrators Association 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 twenty (20) school 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, than 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 decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commission 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.

e. 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 Members to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a

representative or an officer of any organization other than the Association. When a member 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.

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 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 heretofore referred to in this grievance procedure.

**ARTICLE III - PERSONAL AND ACADEMIC FREEDOM**

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

B. The Board and the Association agree that employees are entitled to full rights of citizenship, and no religious or political activities of any member outside of school, or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the professional employment of such employee, providing they do not violate the Constitution of the United States.

***(FOR INFORMATION ONLY)***

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the terms and conditions of employment of department heads, and the Board and the Association acknowledge the fundamental need to protect department heads from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their classroom functions. *(FOR INFORMATION ONLY)*

#### ARTICLE IV - RIGHTS OF THE ASSOCIATION

A. The Association is the exclusive representation of the employees in the negotiating unit covered by this Agreement under the law of the State of New Jersey, S1087 (Chapter 123, Laws of 1974) and the Resolution of the Board adopted November 3, 1968. 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 law and the aforesaid Resolution.

1. To use school buildings for meetings, subject to prior approval by the Superintendent.

2. To use department heads mailboxes, interschool mail, duplicating machinery, and other equipment subject to prior approval of appropriate administrator.

B. When the Board and the Association schedule negotiations during school hours, no more than four (4) members of the Association's Negotiating Team shall be released without loss of pay. The Superintendent will be notified by the Association of such designations.

C. 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 classroom duties. The person so designated to investigate grievances shall not be permitted to spend more than three (3) hours a week of released

time investigating such grievances, subject to the approval of the Superintendent of his/her designee.

D. A copy of all policies of the Board bearing on the terms and conditions for the employment of department heads 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 before adoption.

#### **ARTICLE V - PROTECTION OF EMPLOYEES**

A. If an employee is assaulted in connection with his/her employment, he/she or his/her representative shall give the Superintendent of Schools written notice of that fact, to be submitted as soon as possible thereafter. The Superintendent of Schools shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved and will otherwise cooperate with the employee in appropriate ways in the event of a civil or criminal proceeding.

The law requires that only after a department head files charges at the police department the Board agrees to prosecute to the full extent of the law, any individual who enters school building or property and subsequently assaults any employee. *(FOR INFORMATION ONLY)*

B. "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 of 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."<sup>1</sup>

C. "Should any criminal action be instituted against any such person for any act or 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 cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."<sup>2</sup>

D. "Whenever any employee, entitled to sick leave under this chapter, is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his/her 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 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 or Title 34, Labor and Workers' 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 workers' compensation award made for temporary disability."<sup>3</sup>

E. The Board will provide the reimbursement to the department head 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 of the claimant.

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<sup>1</sup>N.J.S.A. 18A:16-6

<sup>2</sup>N.J.S.A. 18A:16-6.1

<sup>3</sup>N.J.S.A. 18A:30-2.1

F. The Board will provide protection to the department head by reimbursement of cost of replacing or repairing dentures, eyeglasses, etc., not covered by workers' 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.

#### **ARTICLE VI - EMPLOYEE RESPONSIBILITIES**

1. To possess and exhibit competence and knowledgeability in his/her field of work, and to strive toward continued professional self-improvement.
2. To maintain physical capability, mental alertness, and emotional readiness to teach.
3. To exhibit high standards of moral and ethical conduct, and to employ a wholesome sense of humor in dealing with people.
4. To be fair and impartial in the treatment of pupils and to recognize the dignity of the child.
5. To exercise good judgment and a mature attitude in the performance of duties.
6. To understand and accept the individual differences among children and to provide the necessary and extra assistance that will induce successful pupil achievement: before, during and after class.
7. To be ready and willing to inform parents completely about pupil capability and progress.
8. To strive untiringly for harmonious rapport with pupils, parents, and community.
9. To be a loyal, dedicated, and cooperative member of the educational team,

ready to work with people at all levels to achieve improvement.

10. To demonstrate continually a willingness to assist in the various functions that contribute to the total school operation.

11. To demonstrate continually a 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 school operation all proceeding through the proper channels.

12. To demonstrate continually an interest in and willingness to explore new approaches and innovations in teaching.

13. 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.

14. To exhibit pride in one's professional work and accomplishment.

15. To perform other duties as necessary to maintain the welfare of students, the school, and school system not otherwise excluded in this Agreement.

## **ARTICLE VII - TEMPORARY ABSENCES AND LEAVES**

### **A. General Policy**

1. Under no circumstances shall any person be absent from school without the knowledge of the building principal or the Superintendent's office.

2. When a member is absent for any reason, the substitute answering service shall be notified prior to 7:00 a.m. to allow time to secure a substitute teacher. Every effort shall be made to provide adequate substitute teachers in such cases.



3. The following rules pertaining to absence shall apply to all members. The provisions of each section operate independently from those of other sections.

**B. Types of Absences and Leaves**

**1. Accidents on School Property**

Absences of employees who have been injured while on duty will not count against their sick leave.

**2. Personal Illness and Family Illness**

a. Absences for personal illness and family illness shall be allowed and shall include full pay for fifteen (15) school days in each school year cumulative without limit.

b. In all absences for personal illness totaling four (4) or more consecutive school days, the employee must file a physician's certificate with the principal of the school where employed if requested by the Board.

c. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to personal illness.\*

d. In all absences for family illness (family defined as: (a) a spouse, child, a parent, father-in-law, mother-in-law, brother, sister or (b) any other person living in the member's immediate family household) totaling four (4) or more consecutive school days, the member may be required to file a physician's certificate with the principal of the school where employed.

***\*Required by Law: Reference N.J.S.A. 18A:30-4***

e. The Board reserves the right to require a doctor's certificate after the second day's absence due to illness in the family (not necessarily consecutive.)

f. Prolonged Absence Beyond Sick Leave Period\*\*

g. 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. Personal Leave**

a. A total of five (5) school days per year (cumulative to ten) shall be allowed with full pay for the discharge of important personal matters, family business, legal, religious responsibilities, quarantine, public obligations, college graduation, professional purposes that cannot be handled outside of regular work hour, or for other personal emergencies. All employees are required to give at least 24 hours' notice unless impossible to do so. A checklist shall be provided for indicating the reason(s).

#### **b. Death in the Immediate Family or Household**

A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or nearest relative who is a member of the household, in each school year in each such case. "Immediate Family" includes, mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter 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.

**\*\*See N.J.S.A. 18:30-6**

Leave with full pay for up to three (3) days per year shall be granted for attending the funeral of a grandparent.

In the case of death of a more distant relative not specified in (a) above, or of a close friend, absences shall be permitted under the personal leaves provisions set forth below.

**c. Jury Duty and Public Obligation**

Absence for jury duty (by subpoena) shall be allowed with full pay. Absences for reasons of giving testimony in court (subpoena required) shall be allowed with full pay when such absence is for the purpose of testifying about a matter involving an incident related to the member's employment.

**d. Military Reserve Training**

1. Absence for military reserve training during the regular school year shall be allowed with full pay for the duration of such training as required by military orders. Such orders shall be filed with the school principal.

2. Members who have such obligation should arrange this duty during vacation periods if possible.

3. Leave for military reserve training will be approved by the Superintendent.

4. Such Leave shall be first charged against remaining personal days.

**4. Opening and Closing of School**

a. All are required to be present on the days preceding the opening of school and following the closing of school, as prescribed in the school calendar for each school year.

b. Absences under this section are to be included on the absence report and considered in the same way as for any other absence on days when school is in session.

**5. Transfer of Sick Leave**

a. The Board of Education shall grant one-half credit for any unused accumulation of sick leave days up to a maximum of 50 days that a newly employed member may have had in another school district in New Jersey at the time said member commenced employment with this Board of Education.

b. Each such new employee shall file with this Board within one year of the date of his/her new employment a certificate obtained from his prior employer stating such employee'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 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 the Board of Education on or after September 1, 1968.

6. Other leaves of absence with pay may be granted by the Board for good reason.

7. Employees shall be notified of their number of unused accumulated sick days not later than October 31.

**8. Attendance Incentive Bonus**

The Board will implement an Attendance Incentive Program which will provide for a payment of \$850.00 for those employees who have perfect attendance (no sick and/or personal days used) and a payment of \$425.00 for those employees who use no more than one day

(sick and/or personal). Excluded from this program are absences for jury duty, death in the family, military training and Board approved professional leaves.

### **ARTICLE VIII - EXTENDED LEAVES OF ABSENCES**

#### **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.

2. This leave shall be for a full school year except in unusual circumstances.

#### **B. Professional Association**

The President of the Association and any other employee elected to office in the New Jersey Education Association, the Essex County Education 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 employee to meet the minimum requirements for service in the Peace Corps, Vista, the National Teachers' Corps, or serve as an Exchange Teacher, or accepts a Fullbright Scholarship.

#### **D. College or University Teaching**

A leave of absence without pay for a period of up to two (2) years may be granted, upon request, to teach in an accredited college or university.

#### **E. Military Leave**

1. Military Leave without pay shall be granted to any employee who enlists or

is inducted in any branch of the Armed Forces of the United States for the period of initial enlistment of induction.

2. The rights and benefits for employees on military leave shall be protected in accordance with Federal and State Law, and teachers taking such leave will be given credit upon returning to their former positions, pension rights, and increments, as if they had remained in their position in the District.

3. Employees shall immediately notify the Superintendent upon notification of call to military service.

**F. Pregnancy Leave**

1. Pregnant employees 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 employees shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leaves will commence no later than the start of the eighth month of pregnancy unless the employee presents a statement from her physician stating that she is physically capable of continuing 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 physician, it may require the employee to submit to an examination by a physician to be designated by it and in cooperation with the employee's attending physician, the employee shall be required to submit to such examination. If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue to work, 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 for the examination by the third physician shall be incurred by the board.

3. A pregnancy leave shall be terminated no later than 20 days following the date of the delivery of the child unless the physician of the employee shall certify that the employee's physical condition or capacity is such that the employee's health would be impaired if the employee 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 employee, but not beyond one year. Disagreements as to the employee's condition shall be resolved as in the preceding paragraph.

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

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

5. Employees returning from pregnancy leaves of absence shall be entitled to all benefits to which employees 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 employee upon request if the employee complies with the following requirements and conditions.

1. In case where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

2. In the case of female employees, 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 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 employee, be extended for one additional year. Requests for extensions of such leaves must be made at least three 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 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 a child rearing leave is requested, the employee 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 filed at least three months before the anticipated birth or adoption of the child.

7. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such employee, the purpose of such assignment being not to interfere with, interrupt or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with an employee who was assigned to such pupils at the start of the school year.

8. A child rearing leave granted to a non-tenure employee will not be extended beyond the end of the contract school year in which the leave is obtained.



9. Employees returning from child rearing leaves shall not be entitled to any of the benefits to which employees returning from pregnancy or other type of sick or disability leaves would be entitled, except that an employee shall be entitled to return to a position in the District substantially equivalent to the one she/he held prior to going on leave and said employee shall not lose previously accumulated unused sick leave days, seniority, etc.

**H. Health**

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

**I. Political Office**

A leave of absence without pay may be granted to any tenure employee for a period of two (2) months for purposes of campaigning immediately prior to an election, and a period not to exceed four (4) years to serve in an elected public office.

**J. Other Leaves**

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

**K. Miscellaneous**

1. Any employee on an extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave, be entitled 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 employees.

2. Any employee 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); Military Leave (Section E); Pregnancy Leave (Section F).

3. An employee 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); Political Office (Section I); Other Leave (Section J).

### **ARTICLE IX - INSURANCE**

The Board shall provide the following insurance benefits for all department heads covered by this Agreement:

#### **A. Accident Insurance**

1. The Board shall carry secondary accident insurance which covers the department heads who are authorized to transport children in their own cars or on buses to and from school activities.

2. No other department heads shall transport children.

3. Department heads shall not request the use of parents' cars for school purposes.

#### **B. Liability Insurance**

1. The Board shall carry liability insurance to protect all department heads 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 duties within the scope of his 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, 18:5-50.4.

**C. Group Insurance**

1. The required membership of each department head in the N.J.S.T.P. & A.F. which carries with it Group Life Insurance equal to 1 1/2 times the contract salary.

2. Upon retirement this becomes a paid-up policy equal to 3/16 of the final year's salary.

3. Each department head may elect to carry additional Group Life Insurance equal to another two (2) times the contract salary by having a nominal monthly premium included with the pension deductions. This coverage is mandatory for the first year of employment in New Jersey.

4. In 1961 the State Pension Board agreed to award an extra 3/16 of salary paid-up insurance on retirement to those who carried the extra Group Life Insurance.

5. The Board shall contribute one hundred percent (100%) of the full premium for each department head for the individual plan or the family plan for Blue Cross, Blue Shield, Rider "J" and Major Medical or equivalent coverage.

6. The Board shall provide a prescription plan for the employee and family (dependents to age 23) with a \$3.00 or \$6.00 co-pay provision with contraceptives. The carrier shall be Blue Cross/Blue Shield or its equivalent. The co-pay shall be \$3.00 and \$6.00 co-pay as determined by the drug that is dispensed at the time; \$3.00 for generic and \$6.00 for brand name items.

7. Beginning September 1981, the Board shall provide and pay 100% of the full premium for each department head for a family dental plan (\$1000 CAP).

8. The Board agrees to provide health benefits for retirees in accordance with the provisions of Chapter 88, PL 1974.

**ARTICLE X - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**A. New Jersey Education Association State Convention**

1. The Board and the Association agree to encourage employees to attend the annual New Jersey Education Association Convention.

2. By state law, employees are permitted to take time to attend each year, schools shall be closed during the convention.

3. Those who do not attend the convention shall substitute an appropriate activity of educational value.

4. In either case, whether the employee attends the convention or engages in some other educational activity, he/she shall not be required to submit to his/her principal an account of what he/she did or a certificate of attendance at the convention.

**B. Professional Growth**

1. The Board of Education shall pay the expenses incurred in connection with any courses, workshops, seminars, conferences, out-of-district training sessions or other such sessions which an employee is required by the administration to take, if such are approved in advanced by the Superintendent.

2. A written report on trips taken at the expense of the Board of Education must be provided to the Superintendent of schools within ten (10) working days following the trip.

**ARTICLE XI - HOURS AND WORK LOAD**

**A. Length of School Day**

Workday for department heads shall commence at 8:00 a.m. and end at 4:00 p.m.

**B. Prep Period**

Each department head shall be entitled to one prep period daily.

In addition to the time granted for classroom teaching preparation, release time for department supervision shall be given based on the following formula:

1 period per day--less than 5 members in department

2 periods per day--5 to 10 members in department

3 periods per day--11 to 15 members in department

4 periods per day--more than 15 members in department

**C. All department heads shall have a duty-free lunch period daily.**

**D. Department heads who volunteer and agree to cover a class on long-term basis shall be paid at the rate of \$30.00 per day for such coverage.**

**ARTICLE XII - EMPLOYMENT (FOR INFORMATION ONLY - A1, A2)**

**A1. The Board agrees to abide by state statute in the hiring and assignment of personnel.**

**A2. The Board agrees to provide the Association with a copy of the agenda of the public meeting, when and if such agenda is otherwise available to the public.**

**B. Credit for Prior Experience--New Employees**

1. Full credit on the current Salary Guides shall be given to all new employees for all verified, contracted previous satisfactory employee experience in a duly accredited public and/or private elementary or secondary school.

2. Each new employee shall be placed on his proper step on the current Salary Guides upon verification of all contracted previous satisfactory work experience in a duly accredited public and/or private elementary or secondary school by the chief school administrator, or his/her designated representative, of the school(s) or school district(s) in which he/she was previously employed.

3. To receive credit for one year of experience, an employee shall have been under contract at least eight months of the school year. To receive credit for one-half year, an employee shall have been under contract for at least four months of the school year.

**C. Credit for Other Experience**

1. The Board and the Association recognize the value of experience outside the specific area of employment and agree that some credit should be granted for related verified full-time experience in other than a duly accredited public and/or private elementary or secondary school.

2. Additional credit--not to exceed four (4) years--shall be granted for active military service.

**D.** All validations of prior and/or related experience shall be forwarded directly to the Superintendent of Schools on the official stationery of the previous employing agency within forty-five (45) calendar days after the employee's appointment or proof of the request (return receipt) shall be submitted to the Superintendent of Schools within thirty (30) days after appointment.

**E.** Department heads shall be notified of their employment status with the East Orange School District in accordance with the provision of N.J.S.A. 18A:27-10&11.

### ARTICLE XIII - WORK ASSIGNMENT

A. All employees shall be given written notice of their class and/or work assignments, building assignment for the forthcoming year as early as possible before the end of the current school year. Notice of assignments to new employees shall be given as soon as practicable after they are appointed by the Board.

1. Department heads who remain unassigned on September 1 shall be entitled to full benefits.

B. In the event that changes in such schedules, class and/or subject assignments, building assignments are proposed after such notification, any employee affected shall be notified in writing as soon as practicable.

C. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned more than one school per day shall be reimbursed for all such travel on the approval of the Superintendent of Schools at the rate of 30 cents per mile.

### ARTICLE XIV - VOLUNTARY TRANSFER AND REASSIGNMENT

A. 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 vacancies.

B. An employee who desires a change in assignment shall adhere to the following procedures:

1. Discuss with the Superintendent or his/her designee his/her desire to transfer or be reassigned.

2. File with the Superintendent or his/her designee a written statement of the desire to transfer or be reassigned.

3. File at any time for vacancies which may exist.
4. State the specific reassignment being requested.
5. If more than one vacancy exists, state in order of preference, the position requested.

C. The Superintendent or his/her designee shall review the request for transfer or reassignment and arrive at a decision as soon as practicable.

In the event of a disagreement, and upon request of the employee, the matter of an assignment shall be reviewed with the employee by the Superintendent of Schools and, at the employee's option, a representative of the Association. The decision of the Superintendent shall be final.

D. Department heads may transfer to a teaching position, subject to the Superintendent of Schools' approval.

#### ARTICLE XV - EVALUATION

A. The purpose of department head evaluation shall be to assist departments heads to develop and to strengthen their professional abilities through an assessment of strengths and weaknesses. Department head evaluation shall be a process through which the principal provides guidelines, suggests ways to overcome difficulties, makes commendations, and determines the progress of a department head's professional performance.

B. Department head evaluation shall be an ongoing process which involves all department head principal professional relationships, including, but not limited to, classroom visitations, staff meetings, conferences, etc. This process is not designated to constitute a threat to effective principal department head relationships.



C. All evaluation of the work performance of the department head shall be conducted openly and with full knowledge of the department head.

D. Evaluation for non-tenure department heads shall be written at least three times each year on forms to be provided. The first evaluation shall be completed before November 1, the second January 15 and the third before March 15 of each school year.

E. Evaluation for tenure department heads shall be written at least once each year on forms to be provided. The evaluation shall be completed before March 30 of each school year.

F. The minimum basic procedures leading to evaluations of department heads shall include the following:

1. Department heads shall be informed of the identity of their evaluators prior to first evaluation.

2. The evaluators shall visit each department head in the classroom several times during each school year and record the general nature of visitations on a form to be provided, with a copy for the department head. These reports shall not be submitted to the central office, placed in the department heads' file, or otherwise acted upon without prior conference with the department head. At the conclusion of such a conference with a department head, the department head shall by signature attest that the conference was held. Such signature by the department head may not necessarily indicate approval of the evaluation. The department head may make written comments on these reports, but no department head shall be required to sign a blank or incomplete evaluation form.

3. At least three times each year in the case of non-tenure departments heads, evaluator(s) shall schedule a formal evaluative interview with each department head--the first prior to November 1, the second before January 15 and the third before March 15 of each school year.

4. At least once each year in the case of a tenure department head, evaluators shall schedule a formal evaluative interview with each department head prior to April 2.

5. In each evaluative interview, evaluator(s) and the department head will discuss matters pertaining to the department head's growth and development in professional abilities and make an assessment of the department head's strengths and weaknesses. The interview shall include a discussion of pupil growth and achievement, the department head's instructional skills, and his/her professional attributes.

6. The result of all formal conferences and evaluative interviews, with recommendations the department head might take to improve his/her performance in each of the areas wherein weaknesses have been indicated shall be recorded with copies to the department head. Signature of department head does not necessarily, imply agreement with the contents of the report. A department head shall be required to sign these reports prior to having been given an opportunity to read these reports.

7. In the event a department head does not agree with the evaluator(s) evaluation, the disagreement must be submitted in writing on a form to be provided, with copies for the department head, the principal, and the Superintendent. These rebuttals must be filed within ten (10) days after the signing of the evaluation.\*

8. The evaluator(s) shall maintain a cumulative record of all pertinent data relating to each department head. This file shall be available for the department head's review. The department head may write comments and have them included in the file.

9. In the case of special area department heads assigned to more than one

*\*Required by Law Reference 6:3-1.21 (F) NJAC*

building, the Director or Assistant Director of the Special area shall be responsible for evaluations of the department head's professional growth and development. All evaluative conferences shall be conducted for these department heads in the manner prescribed above.

10. A department head may request in writing, visits by an evaluator whenever the department head feels that such visits will assist in the evaluation process.

11. Complaints regarding a department head made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a department head shall be processed according to the Complaint Procedure.

**H.** Satisfactory evaluations shall be prerequisite to granting of all increases and/or increments in salaries. *(FOR INFORMATION ONLY)*

1. The evaluator(s) recommendations may include such factors as appearance, voice manner, health, scope of interest, cooperation, attitudes, professional interest, planning and preparation, teaching techniques, ability to manage, pupil growth and achievement, regularity and promptness of school attendance, etc.

2. In the absence of any violations of the procedures outlined in this Article, decisions by the Board of Education to terminate non-tenure department heads or to withhold increments and/or increases of all department heads are final.

#### **ARTICLE XVI - COMPLAINT PROCEDURE**

**A. Procedural Requirement:**

Any complaints regarding a department head made to any member of the administration by any parent, student or other person which does or may influence evaluation of a department head shall be processed according to the procedure outlined below:

**B. Meeting with Principal or Immediate Superior:**

The principal or immediate superior shall meet with the department head to apprise the department head of the full nature of the complaint and they shall attempt to resolve the matter informally.

**C. Right to Representation:**

The department head has 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 department head may request a conference with the complainant to attempt 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 Two.

**Step 2:** Any complaint unresolved under Step One at the request of the department head or the complainant shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

**Step 3:** Any complaint unresolved under Step Two may be submitted in writing by the complainant or the department head to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent of his/her designee and the complainant or department head.

**Step 4:** Upon receipt of the written complaint the Superintendent or his/her designee shall confer with the department heads.

**Step 5:** If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the

department head 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 designees, 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 designees should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

E. In the absence of any violations of the procedures outlined in this article, decisions by the Board of Education are final.

#### **ARTICLE XVII - PERSONNEL FOLDERS**

A. Every department head shall have the right to inspect all material in his/her individual personnel folder, with the sole exception that all pre-hire material, both documents and letters, shall be treated as confidential and shall not be made available to the department head. A department head shall be entitled to have a representative of the Association accompany him/her during such review.

B. The department head 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. A department head 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 three (3) years, a department head shall have the right to indicate those documents and/or other materials in his/her file which she/he 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 XVIII - PROMOTIONS

A. The appointment of a person to a promotional position shall be the responsibility of the Board, and shall be made in compliance with New Jersey Statutes Annotated, rules and regulations by the State Department of Education, and the County Superintendent.

B. Whenever vacancies in positions which pay a higher salary occur, (whether permanent or temporary) the Board agrees, through the Office of the Superintendent of Schools, to publicize according to the procedures below.

C. All vacancies determined by the Board in promotional positions shall be publicized by the Superintendent or his/her designated representative in accordance with the following procedure:

1. When school is in session, all vacancies shall be advertised within the East Orange School District within five (5) school days of the occurrence of the vacancy.

2. Such advertisement shall be in the form of a notice to be posted by the principal of each school.

3. Such notice shall be posted in each school as far in advance as practicable, but in no event less than five school days before the final date when applications must be submitted.

4. A copy of such notice shall be given by the Superintendent to the Association at the time of posting.

D. Employees who desire to apply for such vacancies shall submit their applications in writing to the administrator named in the written notice within the time limit specified therein.

E. Employees who desire to apply for promotional positions which may be filled during

the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer.

1. The Superintendent shall forward a copy of the notice of promotional positions to be filled during the summer period to the Association and post same at the central administrative office.

F. Written notices of vacancies shall include the qualifications for the position, its duties, and the rate of compensation.

G. Placement of personnel on a temporary special assignment remains the prerogative of the Board. Temporary special assignments shall be construed to mean any assignment of not more than one (1) school year duration and which does not carry a salary differential. The Board agrees, through the Office of the Superintendent of Schools to publicize such positions, with copies to the Association, and post the positions in the District.

H. Whenever temporary special assignments are on the administrative/supervisory levels of responsibility, the Board agrees, through the Office of the Superintendent of Schools, to publicize the vacant position by sending copies to the Association, and post the positions in the District.

#### **ARTICLE XIX - DEDUCTION FROM SALARY**

A. The Board agrees to deduct from the salaries of its employees, dues for the East Orange Department Heads Association, the Essex county Education Association, the New Jersey Education Association and/or the National Education Association, or any one of any combination of such Associations as said department heads individually and voluntarily authorize the Board to deduct.

**B. Agency Shop:**

The Board and the Association agree that the Association is authorized to collect a dues fee from non-members via automatic payroll deductions.

**C. Indemnification and Save Harmless Provision:**

1. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

2. It is agreed that the Association will be responsible for defense of such claim, demand, suit or other form of liability.

**ARTICLE XX - STUDENT-TEACHERS**

A. A department head person shall have the right to interview a student-teacher before a student-teacher is assigned.

B. Every effort shall be made to provide a prospective cooperating teacher with information about a student-teacher's background.

**ARTICLE XXI - SALARY AND WORK YEAR**

Those members with an earned doctorate shall receive \$1250 in addition to their base salary.

The work year for department heads shall include the last three days in August through June 30, with school holidays as provided for in the ten-month calendar.

The Board and the Association agree that the department head and the principal may modify the work year (through mutual agreement) to provide for department heads to work days not included in the work year as defined above in lieu of work days which are included in the work year as defined above.



### 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 on the appropriate salary guide which provides him/her a salary higher than the individual's current salary in the lesser position.

DEPARTMENT HEADS

SALARY GUIDE

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	55,243	58,344	61,620
2	56,678	59,779	63,055
3	58,147	61,248	64,524
4	59,583	62,684	65,960
5	61,131	64,232	67,508
6	62,487	65,588	68,864
7	63,922	67,023	70,299
8	65,391	68,492	71,768
9	66,827	69,928	73,204
10	68,297	71,398	74,674

**Guide movement shall be diagonal at all steps with the exception of step 10, where guide movement shall be lateral for guides 1994-1995 and 1995-1996. Guide movement from 1995-1996 to 1996-97 shall be lateral at all steps.**

## ARTICLE XXII - MISCELLANEOUS PROVISIONS

### **A. Equal Opportunity Employment**

No inquiry in regard to religion, creed, sex, race, color, or national origin shall be made of a person proposed for or seeking employment in any capacity in the East Orange Public Schools.

### **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 force and effect.

### **C. Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual employee, 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 rule which deal with the terms and conditions of employment which are subject to negotiations shall be altered only after negotiations with the Association.

E. The Board and the Association will cause copies of this Agreement to be printed and to share with equally in the expense thereof. Copies of this agreement shall be distributed in the following quantities:

Mutually agreeable number of copies to the Association

Mutually agreeable number of copies to the Board.

**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 the Association, to Board at 715 Park Avenue
2. If by the Board, to Association at 4 Millstone Court Morristown, NJ 07960

**ARTICLE XXIII - NEGOTIATION PROCEDURE**

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.

**ARTICLE XXIV - NO STRIKE--NO LOCKOUT**

The Association agrees that during the life of this Agreement there shall be no strikes, and the Board agrees that during the life of this Agreement there shall be no lockouts.

**ARTICLE XXV - 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 regulation (1) to direct employees of this 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 for other legitimate reason; (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.

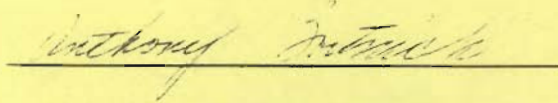
**DURATION OF AGREEMENT**

A. This contract shall encompass the understandings between the parties as an Agreement to take effective September 1, 1994 and continue in effect until August 31, 1997.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have cause this Agreement to be signed by the respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE ASSOCIATION

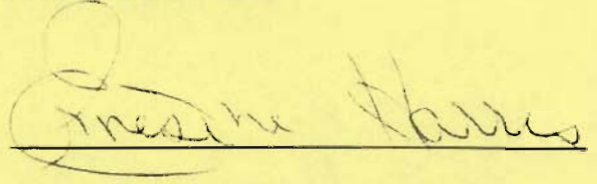


ANTHONY BORTNICK, PRESIDENT



STEPHEN ROSENBERG

FOR THE BOARD

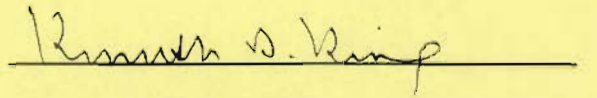


ERNESTINE HARRIS, PRESIDENT



MARK KRAMER, BOARD SECRETARY

KELVIN O. EVANS, BOARD MEMBER



KENNETH D. KING, NEGOTIATOR

May 5, 1995