

**AGREEMENT BETWEEN THE**

**ENGLEWOOD  
TEACHERS' ASSOCIATION**

**AND THE**

**ENGLEWOOD  
BOARD OF EDUCATION**

**JULY 1, 2002 – JUNE 30, 2005**

**ENGLEWOOD, NEW JERSEY**

Board Approved:

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ENGLEWOOD PUBLIC SCHOOLS  
ENGLEWOOD, NEW JERSEY

Agreement Between  
The Englewood Teachers' Association  
And

The Englewood Board of Education  
For  
2002-2003, 2003-2004, 2004-2005  
School Years

THIS AGREEMENT entered into this \_\_\_\_\_ th day of \_\_\_\_\_ between the Board of Education of the City of Englewood hereinafter the "Board" and the Englewood Teachers' Association, hereinafter the "ETA".

WITNESSETH:

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

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

NOW THEREFORE it is agreed as follows:

Article I

RECOGNITION

A. Unit

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

B. Definition of Teacher

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

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

Article II

## NEGOTIATION PROCEDURE

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

## Article III

### GRIEVANCE PROCEDURE

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

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

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

3. Level One

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

4. Level Two

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

5. Level Three

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

6. Level Four

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

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

7. Arbitration

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

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

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

9. The ETA shall have the right to be present and to state its views at all stages of the grievance procedure except an unwritten Level One grievance.

10. If, in the judgment of the ETA, a grievance affects a group or class of teachers, the ETA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The ETA may process such grievance through all levels of the grievance procedure provided it is a class action even though the aggrieved party does not wish to do so.

#### Article IV

#### BOARD RIGHTS AND RESPONSIBILITIES

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

B. It is agreed that in connection with collective negotiations, grievances or the institution of complaints or other proceedings, Board Members, Administrators, and Teachers will act in conformance with the ethical standards of their profession and position, and will specifically seek to:

1. Refrain from exploiting any personal or professional relationships with students or student groups.
2. Provide equal education opportunities for all children regardless of ability, race, creed, or location of residence.

3. Support and protect school teachers in the performance of their duties, including the teachers' right to determine grades.
4. Present personal criticism of school personnel only through the grievance procedures set up under Article III of this contract.
5. Recognize that a profession must accept responsibility for the conduct of its members in the performance of their duties and understand that each person's conduct may reflect upon that person's profession or group.
6. Participate and conduct themselves in a responsible manner in the development and implementation of policies affecting education.
7. Keep the trust under which confidential information is exchanged.

## Article V

### ETA RIGHTS AND RESPONSIBILITIES

- A. The Board agrees to furnish to the ETA, in response to reasonable requests, available and non-confidential information concerning the financial, educational and personnel resources of the school system.
- B. Every opportunity shall be extended to the ETA to involve it in the formulation, revision, and evaluation of instructional and educational programs under consideration or being presently implemented within the school system.
- C. The ETA shall have the right to use school buildings at reasonable non-school hours for meetings, provided that the approval of the principal of the building in question has been secured in advance of the time of all such meetings. Such approval shall not be unreasonably withheld.
- D. The ETA shall have the right to use school facilities and equipment including typewriters, mimeographs and other duplication equipment, calculation machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with or interrupt school operations.
- E. The ETA may place in all faculty lounges and dining rooms a bulletin board for its exclusive use. The ETA shall also be assigned adequate space on the bulletin board in the Central Office for ETA notices. Copies of materials posted on such bulletin boards shall be given to the building principal prior to posting, but no approval shall be required.
- F. The ETA will have reasonable use of the interschool mail service.
- G. The Superintendent of Schools, as the chief executive officer of the Board, will be available at least once a month upon request and reasonable notice by authorized representatives of the ETA to discuss all aspects of professional services including conditions of employment.

1. As a result of these meetings (a) the ETA representatives and the Superintendent may elect to develop recommendations that shall be submitted to the Board for consideration and action, (b) the Board, ETA or Superintendent may request that a meeting of the parties shall be convened within a three-week period.

2. All pertinent information, financial or otherwise, concerning the matters to be discussed will be assembled by the Superintendent and made available to members of the Board and authorized representatives of the ETA whenever possible one (1) week prior to the meeting. During the meeting, facts, opinions, proposals, and counter-proposals will be exchanged freely.

3. The parties may call upon educational or legal professionals and/or lay representatives for consultation that must be paid by the party requesting the services.

4. Proposed policy statements of the Board--developed as a result of discussions with, or with the assistance of authorized representatives of the ETA--shall be presented at a reasonable time prior to their adoption by the Board. A reasonable time shall generally be interpreted as twenty-five (25) days.

H. Whenever the parties mutually determine that any meeting shall be scheduled during the school day, the teachers involved shall suffer no loss in pay.

I. The ETA shall be allowed reasonable time to explain its functions and membership policies at the orientation meetings prior to the opening of the new school year.

J. Representational Rights

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

## Article VI

### TEACHING GOALS AND CONDITIONS

A. In assigning or changing duties and responsibilities of individual teachers, full consideration shall be given to the fact that a teacher's primary responsibility is to teaching; that



his/her energies should be utilized to this and to the greatest extent possible; and that his/her effectiveness as a teacher may be substantially reduced by unreasonable class size, excessive assignment of non-teaching duties, and insufficient planning and preparation time.

B. As professionals, teachers may be expected to devote to their assignments to time necessary to meet their responsibilities and therefore may be requested to sign in and sign out of the building whenever possible, but they shall not be expected to clock in or clock out by hours or minutes. For safety purposes and unless other arrangements are made with the individual building principal, teachers are expected to be in the school building fifteen (15) minutes before the official time of students' arrival at the beginning of the school day, and in their rooms or assigned areas five (5) minutes before the beginning of class; moreover, teachers are to remain in the school building at the end of each day fifteen (15) minutes after the students have dismissed except as follows:

1. Three (3) days each week, teachers are to remain in the school building at the end of each day fifteen (15) minutes after the students have been dismissed.

2. One (1) day per week, there shall be a forty (40) minute tutorial session offered at the close of the students' day to be conducted in accordance with the following:

a. The selections of students for the tutorial program shall be at the discretion of the teachers in consultation with the administration.

b. Details for the implementation of the program shall be jointly worked out between the President of the ETA and the Superintendent of Schools.

C. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his/her recognized professional responsibility to assist students after school has been dismissed when such help is needed or requested. For purposes of this Article, the Superintendent of Schools shall be considered to be principal of Liberty School.

D. There shall be a staff development component encompassing thirty-two (32) hours over the course of each school year. Generally, on Mondays of each school week (see exceptions below), forty-five (45) minutes shall be devoted to:

1. Faculty meetings
2. Team/departmental meetings
3. PAC meetings
4. Staff development
5. New teacher mentoring
6. Interschool/intra-school/cross grade meetings

When school is closed on a Monday, the forty-five (45) minutes may be used on Tuesday, Wednesday or Thursday, and there will be no tutorial that week.

Five (5) times a year, with two (2) weeks' notice, there will be a staff development meeting for one and one-half (1 ½) hours (90 minutes). The following week (three out of five times), there will be no staff meeting (when the State's requirement for 100 hours is in place, not before 2000-2001 school year), the Superintendent Days plus the five (5) one and one-half (1 ½) hour meeting will be devoted toward the State requirement if approved by the State.

## ACADEMIC AND PERSONAL FREEDOM

The Board and the ETA agree that:

- A. Academic freedom is essential to the fulfillment of the purposes of the Englewood School System.
- B. Individuality of approach and innovation are valuable and necessary assets in the classroom, and the Board acknowledges the fundamental need to protect teachers from any censorship or restraint that might interfere with their obligations to pursue truth in the performance of their teaching functions.
- C. The personal life of a teacher is of appropriate concern to the Board only as it may adversely affect the teacher's performance of his/her assigned functions or his/her effectiveness with the school system.

### Article VIII

#### TEACHER COMPENSATION

- A. It shall be clearly understood by both parties that the salary schedules (e.g. designated as Appendix I-A, I-B, Appendix II, and Appendix III included in this Agreement) do not guarantee an automatic salary increase.
- B. Withholding of Employment Increment Procedure
  - 1. The Board of Education may withhold, for inefficiency or other just cause, the employment increment of any teacher in any year. The Board of Education within ten (10) school days shall give written notice of any such action, together with the reasons thereof, to the teacher concerned.
  - 2. Employment increments may be withheld only in accordance with the following:
    - a. That the procedure be adhered to as outlined in Article XXVII of this Agreement.
    - b. The immediate superior and/or the principal shall not forward any recommendation to withhold a teacher's employment increment or a part thereof through the Superintendent to the Board unless the principal has given the teacher, against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish to the teacher an opportunity to correct and overcome the same.
    - c. The term "employment increment" as used herein is intended to mean the next step on the salary guide at which step the teacher would be placed. If the employment increment is withheld, the individual in question shall remain at the step on the guide for the year during which the employment increment is withheld even though that step shall be higher than the previous year.
- C. New hires shall not be placed on the step and column of the salary guide above the of existing unit members with the same experience (teaching experience, work experience, life experience), i.e., they shall not receive an advantage over current employees with respect to step/column placement resulting from the compression of the salary guide.

Example: If a current unit member with ten (10) years of experience is placed on step 2, then a new hire with ten (10) years outside experience shall not be placed above step 2.

D. Any extra compensation received by teachers holding non-tenured positions in the school system, such as a team leader, curriculum associate or coach will be paid semi-annually or seasonally. Extra compensation for non-teaching assignments, if any, will also be paid on the foregoing basis.

E. Any teacher commencing work on or prior to February 1<sup>st</sup> shall receive a full year's salary credit on the salary guide for the next school year. Any teacher commencing work after February 1<sup>st</sup> shall not receive any credit on the salary guide in the next school year, but shall only receive a full year's salary credit on the salary guide for the second subsequent school year.

## Article IX

### SICK LEAVE

A. All teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day except that teachers who begin their initial employment after February 1<sup>st</sup> shall receive one (1) sick day per month during their first year. Teachers who begin their initial employment prior to February 1<sup>st</sup> shall receive the full ten (10) day sick leave allotment. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. In addition, one (1) cumulative sick leave day shall be granted to any teacher employed in the summer program.

C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.

D. Payment for sick leave for service connected disability shall be in compliance with N.J.S.A. 18A:30-2.1.

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

## Article X

### PERSONAL LEAVES

A. The Board and ETA recognize that personal emergencies arise for time to time which, by their very nature, interfere with or render impossible a teacher's attendance to his/her teaching responsibilities. Because of the burden that emergencies place on both the individual teacher and school system, the Board in the past has established the concept of temporary leaves of absence

for emergencies which cannot be anticipated or handled during off hours, weekends, or school holidays and has attempted to insure the availability of skilled substitute teachers to minimize the effect of a regular teacher's absence during the emergency. The Board and ETA recognize, however, that the detrimental effect of a regular teacher's absence for class can never be completely eliminated, regardless of the degree of competence of the of the substitutes provided. Accordingly, they agree that every effort should be made to keep such absences to a minimum.

B. Requests for personal leave shall be submitted at least forty-eight (48) hours in advance of the date of such leave whenever possible; provided, however, that the Superintendent of Schools shall have the right to waive the forty-eight (48) hour requirement in case of emergencies. Applications should be made by the teachers, or a person designated by him/her on forms obtained in his/her principal's office.

C. Leave with pay for days set forth in Sections D, E, and F of this Article shall not be cumulative for use in subsequent years.

D. An allowance of up to five (5) days of leave during a school year shall be granted in connection with a death in the immediate family (as defined herein) of a teacher. Immediate family is defined as: Wife, Husband, Son, Daughter, Mother, Father, Sister, Brother, Grandmother, Grandfather, Son-in-Law, Daughter-in-Law, Mother-in-Law or Father-in-Law.

E. A cumulative allowance of up to four (4) days of leave during a school year shall be granted for the following reasons. Not more than two (2) consecutive days shall be granted for any leave taken pursuant to categories 2, 4, and 6 below.

1. Legal business
2. Graduation of a child from high school or higher education institution
3. Serious illness of a member of the immediate family (as defined) of a teacher
4. Death of a friend or relative (not within the definition of immediate family)
5. Observance of a religious holiday
6. Moving of a residence

F. A cumulative allowance of up to one (1) day of leave during a school year shall be granted for a personal problem other than those listed in Section E. In any such instance, the teacher involved shall give notice to his/her immediate superior as soon as possible. Such requests for personal leave shall not be granted on days preceding or following a school holiday except if the Superintendent determines that such reason is valid.

## Article XI

### EXTENDED LEAVES OF ABSENCE

A. Extended leaves of absence without pay must be granted by the Board of Education upon request for good reason, including but not limited to:

1. Engaging in activities of the ETA or its affiliates;

2. Joining the Peace Corps, Vista, or National Teacher Corps;
3. Serving as an exchange teacher, overseas teacher or accepting a Fulbright Scholarship;
4. Teaching in an accredited college or university;
5. Serving in the Armed Forces of the United States.

The length of the extended leave of absence will be determined by the Board upon recommendation of the Superintendent and shall be solely within the Board's discretion.

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

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

D. Extended leaves of absence without pay may be granted by the Board for the care of a sick member of the teacher's immediate family. Applications for such leaves shall be made with as much advance notice as possible.

E. Maternity leave shall be granted subject to the following conditions.

1. A teacher shall notify the Superintendent of her pregnancy in writing, as far in advance of the requested commencement date of the leave as possible and upon request of the Board the teacher shall supply a physician's certificate stating the expected date of delivery.

2. Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.

3. The initial period of Maternity leave shall be granted for the balance of the school year in which the leave commences. Following the granting of such leave to any teacher, the date of return of that teacher shall be further extended, if requested, for a period not to exceed one additional school year from the birth of the baby.

- a. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.

- b. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of a maternity leave.

- c. If a tenured teacher wishes to return to work after the close of the school year, she may do so in the first or second September following the year in which she left. There will be no health benefits beyond the baby's first birthday.

4. No teacher shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a time lapse between that birth and her desired date of return, provided she supplies a physician's certificate attesting to her ability to perform her teaching duties as requested by the Board.

5. No teacher shall be removed from her teaching duties during pregnancy, except based upon one of the following:

- a. That her teaching performance has noticeably declined;
- b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician or where these physicians disagree, by the third physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding;

d. Any other just cause.

6. A teacher adopting a child shall receive similar leave that shall commence upon receiving defacto custody or earlier if necessary to fulfill the requirements for adoption.

F. All benefits to which a teacher was entitled at the time of a leave of absence commended under the terms of this Article, including unused accumulated sick leave and credits toward Sabbatical eligibility, shall be restored upon return, except that the time spent on said leave shall not count toward the fulfillment of the time requirement for acquiring tenure.

## Article XII

### SABBATICAL LEAVES

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

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

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

D. Upon return from Sabbatical Leave, a teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the district during the period of his/her absence.

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

F. Application for Leave

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

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

3. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.

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

#### H. Physical Examination

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

#### I. Subsequent Service

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

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

#### J. Status of Tenure and Pension

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

#### K. Illness or Accident

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

L. Forfeiture of Leave

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

M. Sabbatical to Maternity Leave

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

N. Reinstatement

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

O. Salary

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

Footnote:

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

## Article XIII

### PROFESSIONAL DEVELOPMENT PROGRAM

A. The purpose of the Professional Development Program is to encourage members of the professional staff in the Englewood Public Schools to pursue studies in an accredited institution of higher learning that will broaden and deepen their cultural and academic backgrounds and improve their professional skills so that the students in the schools may have a higher quality of learning experience.



All teachers employed by the Board for the contract year shall be reimbursed for 50% of the costs of any course credits completed during the term of their employment up to maximum of twelve (12) credits during any contract year July 1<sup>st</sup>-June 30<sup>th</sup>.

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

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

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

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

E. Effective July 1, 1997, any personnel having taken twelve (12) or more credits while in the employ of the District must commit to two (2) years of service in the District after having completed said number of credits or reimburse the district for all tuition expended by the District on said personnel except under exigent circumstances.

#### Article XIV

#### INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher while actively employed or on leave, and in cases where appropriate for family-plan insurance coverage.

1. The Board shall make a payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. The health insurance carrier shall be the "N.J. State Health Benefits Insurance Plan," and the carrier shall not be changed except by mutual agreement of the ETA and the Board.

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

C. The Board shall make full payment for the optical insurance coverage provided under Plan C/No deductible of the vision services plan for individual and family coverage where

appropriate. The carrier shall not be changed except by mutual agreement of the ETA and the Board.

D. The Board shall study the feasibility of continuing health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the ETA.

E. The Board shall provide to each teacher a description of the conditions and limits of coverage as listed above.

F. Any teacher on leave who desires a change in insurance coverage may request such change and pay for the additional cost of such change during the time that said leave is in effect.

G. If a newly hired employee already has insurance coverage, or if said employee secures comparable insurance with a company, the Board agrees to reimburse the employee up to the premium of the State Plan for comparable coverage until insured under the State Plan provided by the Board.

## Article XV

### DEDUCTION FROM SALARY

A.

1. The Board agrees to deduct from the salaries of its teachers dues for the Englewood Teachers' Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Englewood Teachers' Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association.

2. Teachers desiring payroll deduction or organization dues should submit a signed and dated authorization statement to the Secretary of the Board of Education setting forth the following information:

- a. Name of employee
- b. Social security number
- c. School district name (Englewood)
- d. School building
- e. Organization choice(s)
- f. Total amount to be deducted for the fiscal school year

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

"I hereby request and authorize the Disbursing Officer of the above school district to deduct membership dues and such amount(s) as may be required for current year membership(s) and such amount(s) as may be required for dues in each subsequent year, all as certified by said organization(s); such amount(s) to be paid to such person as may from time to time be designated

by the local association. This authorization may be terminated only by prior written notice from me effective January 1<sup>st</sup> or July 1<sup>st</sup> of any year. I waive all rights and claims for monies so deducted and transmitted, and relieve the Board of Education and its officers from any liability therefore. I designate the ETA to receive dues and distribute them according to the organization(s) indicated.”

3. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

4. Additional authorization for dues deduction may be received at any time under rules and regulations established by the New Jersey State Department of Education.

5. Any written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date on which the notice of withdrawal is filed.

#### B. Payroll Savings Plan

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

1. Paragon Federal Credit Union  
370 Pascack Road  
Washington Township, New Jersey 07675
2. Northern Valley-Englewood Savings and Loan Association  
70 Engle Street  
Englewood, New Jersey 07631
3. Any other institution that the parties hereto mutually agree to in substitution thereof.

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

### Article XVI

#### PROMOTIONS AND VACANCIES

##### A.

1. Promotional positions are those that pay a salary differential and/or positions on the Administrator/Supervisory levels of responsibility.

2. Whenever a vacancy occurs or a new position is created, a notice shall be posted at least ten (10) days prior to filling the position, in each building, stating the vacancy and requirements for said vacancy or promotion and indicating the closing date of applications.

When posting the position, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. The qualifications established for any position must be in agreement with those qualifications for the position in the original notice and shall not be changed when such future vacancies occur unless the ETA has been notified in advance.

3. All qualified teachers who have submitted an application for the position shall be interviewed, and applicants not being hired for the position shall be notified as soon as possible after the position is filled.

B. Summer School Positions

1. All openings for summer school positions shall be posted in each building by April 1<sup>st</sup> or as soon as possible thereafter.

2. Teachers interested in any summer school position shall indicate their interest in writing to the Superintendent of Schools no later than ten (10) days after posting.

3. Priority for summer school positions shall be given to teachers currently employed by the Englewood Board of Education.

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

Article XVII

TEACHER ASSIGNMENT

A. All teachers shall have the opportunity to request a change in teaching assignment at any time.

B. All teachers shall be given written salary notices or contracts no later than May 15<sup>th</sup>. Class and subject assignments will be given on or before June 1<sup>st</sup> whenever possible. Building and room assignments will be made on or before June 1<sup>st</sup> whenever possible.

C. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate. The IRS rate will apply for all driving related to assigned duties upon submission of the required voucher.

Article XVIII

VOLUNTARY TRANSFER AND ASSIGNMENTS

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

B. A teacher who desires a change in grade or subject assignment, or who desires to transfer to another school may file a written statement of such desire with his/her principal. Such statement shall include the grade or subject to which the teacher desires to be assigned and the

school or schools to which he/she desires to be transferred, in order of preference. Such request for transfer and reassignment for the following year shall be submitted to later than May 15<sup>th</sup>. If a transfer to another school is requested, statements from both the sending and receiving school principals must be obtained, attached to the application of transfer and forwarded to the Superintendent of Schools.

C. As soon as practicable, and no later than June 15<sup>th</sup> the Superintendent shall post in each school and deliver to the President of the ETA, a system-wide schedule showing the names of all teachers who have been reassigned or transferred to a different school and the nature of such reassignment or transfer.

## Article XIX

### INVOLUNTARY TRANSFER AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and in cases of involuntary transfer or reassignment effective in the following school year not later than May 30<sup>th</sup> except in cases of unforeseen circumstances beyond the control of the Board.

B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and his/her immediate supervisor at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an ETA representative present at such meeting.

## Article XX

### TEACHER WORK YEAR

A. The in-school work year for all teachers employed on a ten (10) months basis shall not exceed a total of one hundred eighty-five (185) work days including:

1. One hundred and eight (185) regular student attendance days;
2. Optional Emergency Days, as needed – (an Emergency Day is one on which the Schools are officially closed by the Superintendent and teacher attendance is not required);
3. Three (3) Orientation Days prior to the opening of school;
4. Two (2) additional Superintendent's Days shall be added to the school calendar. These days shall not be added to the beginning of the school year, but shall be placed throughout the school year. Further, the ETA shall participate in the planning of the curriculum for these days. These days shall be scheduled at the discretion of the Superintendent.

B. If the Optional Emergency Days are not used, they will be subtracted from the teacher in-school work year total at the end of the school year.

C. The in-school work year shall not be less than one hundred eighty (180) days.

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

E. Teachers and new hires may be brought in prior to Labor Day and shall be compensated as in Appendix II (Extra Service).

## Article XXI

## TEACHING HOURS AND TEACHING LOAD

- A. All classroom teachers shall be guaranteed a minimum of one (1) duty-free preparation period per day. It is understood that the use of said preparation time is solely to be determined by the teacher. The above is in addition to his/her daily duty-free lunch period of forty (40) minutes minimum duration in the elementary schools and one (1) period of forty (40) minutes duration in the high school and middle school.
- B. Every effort shall be made to ensure that High School and Middle School teachers not be responsible for more than three (3) different preparations. In the event, however, that a teacher is required to prepare for more than three (3) different preparations, then that teacher shall not be required to perform any non-teaching duties.
- C. Any teacher assigned to six (6) teaching periods on any given day shall not be assigned to any non-teaching duties on such days.
- D. Whenever the building principal believes it necessary to meet the educational needs of the school system, High School and Middle School teachers may be assigned to a maximum of one (1) non-teaching assignment per day.
- E. On any days when a parent/teacher conferences are officially scheduled, the elementary schools shall be on half-day sessions. It shall be clearly understood that all of the administrative procedures related to the scheduling of said parent/teacher conference days shall be the exclusive right of the Superintendent of Schools and the scheduling of any such half-day sessions in one year does not establish a past practice for any future year(s).
- F. Teachers may be assigned atypical working hours in accord with all other provisions set forth in this Article.
- G. Atypical assignments shall be the exception, not the rule, and shall be designed with the intent to save teaching positions. Atypical assignments shall be considered to maximize use of facilities and/or provide an appropriate educational program for students and/or to cover emergency situations.
- H. Atypical assignments shall be limited to Monday through Friday. Any teaching assignment made under this Article shall not increase the teacher workday.
- I. The Superintendent shall have the exclusive right to pass on the qualifications and expertise of the teacher in determining which teacher shall be assigned to a position that deviates from the normal work schedule.
- J. No teacher may be assigned an atypical schedule without the consent of the teacher. Example: "Atypical schedule" – Workday begins at 9:00am or one or more teaching periods later than the start of the school day and ends one hour or one or more teaching periods later than the end of the contract day for other staff.

## Article XXII

### NON-TEACHING DUTIES

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

Teachers shall not be required to perform the following duties:

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

B. In addition, the Board shall make every reasonable effort to relieve teachers of cafeteria and playground supervision.

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

### Article XXIII

#### FAIR DISMISSAL PROCEDURE

A. Notification of Status

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

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

B. Reasons

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

C. Hearing

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

D. Scheduling of Hearing

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

E. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenured teacher for the next succeeding school year within three (3) calendar days

after the completion of the hearing. Said proceedings shall be completed at the Board's determination and presented to the teacher no later than June 15<sup>th</sup>.

F. Notification of Intention to Return

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 1<sup>st</sup>, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

G. Other Notice(s) of Termination

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

H. Right to Representation

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

## Article XXIV

### COMPLAINT PROCEDURES

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

## Article XXV

### TEACHER-ADMINISTRATION LIAISON COMMITTEE

A. The Committee shall consist of three (3) representatives appointed by the ETA and three (3) representatives appointed by the Board.

B. The Committee's function will be to review and discuss local school problems and practices and to play an active role in the revision and development of Board Policy.

C. Either party may call for a meeting of the Committee at its option as long as such a request for a meeting is made within a reasonable period of time prior to the suggested meeting date.



D. As a general rule, the Committee shall meet four (4) times during the school year, but by mutual consent, the number of meetings may be increased or decreased as required.

E. The initial meeting of the Committee shall be held no later than October 15<sup>th</sup> of the school year covered by this Agreement.

## Article XXVI

### TEACHER FACILITIES

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

B. A private pay telephone may be installed in each Faculty Lounge at the expense of the ETA.

C. The Board shall supply a smock for Art and Home Economics teachers, a laboratory coat for Laboratory Science teachers, and a shop coat for Shop and Industrial Arts teachers.

## Article XXVII

### TEACHER EVALUATION PROCEDURES

A. Observations

1. Teachers shall be observed through classroom visitations by appropriate personnel to be followed by an evaluation conference between the teacher and evaluator and by a written performance report. This clause does not apply to informal classroom visits.

2. Each non-tenured teacher shall be observed and evaluated in the performance of his/her duties at least three (3) times during each school year but not less than once during each semester.

3. Each tenured teacher shall be observed once during each school year.

4. The schedule for the deadlines for all observations, annual performance reports and the Professional Improvement Plans shall be published and distributed to all teachers no later than October 1<sup>st</sup> of each year.

5. The duration of the observation should last for a minimum of one class period in the High School and Middle School, and for the duration on one complete subject lesson in the elementary school. This clause cannot be construed to set a minimum duration for informal classroom visits.

6. A conference between the teacher and evaluator shall follow each observation. A written performance report will be given to the teacher after the conference and within fifteen (15) calendar days after the observation.

7. The performance report shall be in writing and shall include, if applicable, but not limited to the following:

a. Strengths of the teacher;

- b. Areas needing improvement;
- c. Supporting data for statements and/or comments (only if available);
- d. Supervisory steps being taken to assist the teacher to improve instruction (only if available).

8. The teacher has five (5) working days after receiving the performance report to sign and return it to the evaluator. The teacher's signature only indicates that he/she has received a copy of the report.

9. The teacher has ten (10) working days following the receipt of the report to submit a written disclaimer. This disclaimer shall address the specific points with which the teacher disagrees and shall be attached to all copies of the performance report.

10. If the building principal was not the observer, the principal will initial the observation report next to the observer's signature. The principal's initials only indicate that he/she has received a copy of the report.

11. No report shall be submitted to the Central Office or place in the personnel file or otherwise acted upon until the above steps have been completed.

#### B. Annual Summary Evaluation

1. An annual summary conference shall be held between a teacher and evaluator. It is intended to provide for a review of the year's work, to identify strategies for improvement where necessary and to recognize achievement and good practices.

2. An annual performance report and an individual Professional Improvement Plan shall be written and given to each teacher. The Professional Improvement Plan shall be cooperatively developed by the teacher and evaluator.

3. The teacher has five (5) working days after receiving the report to sign and return it to the evaluator.

4. The teacher has ten (10) working days following the receipt of the report to submit a written disclaimer. This disclaimer shall be attached to all copies of the report and submitted to the Central Office by June 1<sup>st</sup>.

#### C. Miscellaneous

1. All monitoring or observation of work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

2. Teachers shall be evaluated only by appropriately certified personnel who are designated by the Board of Education to supervise instruction.

3. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein.

## CURRICULUM COUNCIL

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

### Article XXIX

#### JUST CAUSE PROVISION

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

### Article XXX

#### BOARD RIGHTS

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

### Article XXXI

#### AGENCY SHOP ARTICLE

##### A. Purpose of Fee

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

##### B. Amount of Fee

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

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

##### C. Termination of Employment

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

D. Mechanics

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

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

Article XXXII

SCHOOL CALENDAR

A. The ETA will submit to the Superintendent prior to February 1<sup>st</sup> of each year its recommendation with respect to the school calendar for the ensuing school year.

B. The Board, in determining said school calendar, will consider the recommendations of the ETA and will advise and consult with the ETA concerning any deviations from such recommendations prior to the adoption of or any changes in the official school calendar.

Article XXXIII

REDUCTION IN FORCE PROCEDURES

A. Reduction in force (layoff) shall not be made for arbitrary and capricious reasons and shall be in compliance with the laws of the State of New Jersey.

B. In the event of identical seniority and certification rights, layoffs shall be determined by a lottery to jointly conducted by the ETA and the Board.

C. A seniority list shall be prepared by the Board and given to the ETA within sixty (60) days after the execution of this Agreement. Said list shall include the names of all members of the bargaining unit, the certification held, and their years of continuous employment in the Englewood School System.

Article XXXIV

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force.

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

D. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed. The expense of printing the Agreement shall be shared equally by both parties and presented to all teachers.

E. This Agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed and adopted by the Board.

F. The Board and the ETA agree that there shall be no discrimination in hiring, training, assignment, promotion, transfer, or discipline of teachers on the basis of race, creed, color, religion, national origin, sex, age, or marital status.

G. SAVING CLAUSE – Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement and established by the rules, regulations or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

H. Whenever any notice is required to be given by either of the parties of this Agreement to the other, it shall be sent to the following:

1. If by the ETA, to the President of the Board of Education;
2. If by the Board, to the President of the ETA;

#### Article XXXV

#### ASSIGNMENT TO THE ACADEMIES @ ENGLEWOOD

A. The Academy work day shall be 7:45 a.m to 4:15 p.m. The teaching schedule shall be similar to that of Dwight Morrow High School, or it may follow the model below.

##### Extended Day Stipend (one additional hour)

2002-2003 -- \$4,500 per annum

2003-2004 -- \$4,780 per annum

2004-2005 -- \$5,120 per annum

B. As a guide, Academy teachers are assigned to sixty (60) mods per week of instruction including fifty-four (54) mods of core courses and electives and six (6) mods of projects. A teacher may be assigned more than sixty (60) mods per week (maximum of sixty-six (66) with a yearly total of 180 mods). The definition of a mod is ½ a period.

Scheduling will be structured so that a teacher will not have more than sixteen (16) mods in one day. Should circumstances require deviation from this schedule, an overload schedule will be assigned in consultation with the teacher, and the teacher will be compensated at the overload assignment rate of:

2002-2003 \$2,120 for 181-186 / \$2,120 additional for 187-192 yearly mods

2003-2004 \$2,250 for 181-186 / \$2,250 additional for 187-192 yearly mods

2004-2005 \$2,380 for 181-186 / \$2,380 additional for 187-192 yearly mods

Overload will be the exception, not the rule and will not be used in lieu of hiring a teacher. These amounts shall not be pensionable.

C. The following provisions govern teachers for the Academies @ Englewood:

- Teachers are empowered to make recommendations regarding curriculum, scheduling, projects, clubs, electives, class coverage, etc.;
- Teachers are assigned three (3) mods per week for clubs. This assignment is not included in the sixty (60) teaching mods;
- Teachers are encouraged to be available to students through office hours per their personal calendars;
- Teachers will attend one faculty meeting per week (e.g.; Article VI, Section D) after school on a date(s) determined by the Building Administrator with one week notice, except for an emergency situation;
- Teachers will be required to attend approximately six (6) evening meetings to accommodate various Academy functions and/or parent/student conferences;
- Teachers will be assigned to homeroom duties during the normal work week;
- Every teacher is required to serve as an academic mentor to assigned students;
- Upon the request from a teacher who has a unique need, the Building Administrator will attempt to create an atypical schedule to meet the teacher's request.

#### Article XXXVI

#### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and continue in effect until June 30, 2005. If this Agreement expires, it is expressly understood that all provisions and benefits contained herein shall remain in force until a new agreement is agreed upon and signed by the parties.

#### **Appendix I-A**

**A. Summer Orientation**

2002-2003 -- \$100 per day

2003-2004 -- \$100 per day or substitute rate, which ever is greater

2004-2005 -- \$100 per day or substitute rate, which ever is greater

**B. Overload Provision:**

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

**Overload Payment Provision** (for additional period in lieu of duty period)

2002-2003 -- \$3,750 per annum

2003-2004 -- \$3,950 per annum

2004-2005 -- \$4,200 per annum

**C. Special Projects:**

Special projects, as determined and approved from the office of the Superintendent will be funded on a whole dollar basis. One half (1/2) the amount shall be paid upon approval of the project and the final half (1/2) of the compensation shall be paid upon completion of the project.

**Special Projects**

When the project is approved for development by the Superintendent:

2002-2003 - \$636

2003-2004 - \$674

2004-2005 - \$715

Upon completion of the project:

2002-2003 - \$636

2003-2004 - \$674

2004-2005 - \$715

**D. Hourly Rates** – The hourly rates for all summer work activities, summer school, all workshops and remedial programs shall be as follows except as contained in Sections A and C in the above (Appendix I-A)

2002-2005 -- \$27.50 per hour

2002-2005 – IRS rate for mileage

**SIDEBAR AGREEMENT**

MEMORANDUM OF UNDERSTANDING DATED JUNE 14, 2002, BETWEEN THE BOARD OF EDUCATION OF THE CITY OF ENGLEWOOD AND THE ENGLWEOD TEACHERS ASSOCIATION REGARDING THE 2002-2003 TERMS AND CONDITIONS OF EMPLOYMENT.

The parties have mutually agreed to modify the 2002-2005 Agreement of Terms and Conditions of Employment between the Board of Education of the City of Englewood and the Teachers Association regarding the summer and before/after school compensation of the support staff.



It is agreed that for the 2002-2005 school years, the following support staff will be compensated at their hourly per diem salary:

- Guidance Counselor
- Learning Disability – Teacher Consultant
- School Nurse
- School Psychologist
- School Social Worker
- Speech and Language Specialist
- Substance Abuse Coordinator (SAC)

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Carol Feinstein, President Teachers' Association

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Date

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David Vignola, Vice President, Teachers' Association

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Date

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John Grieco, Ed.D., Superintendent of Schools

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Date

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Lazaro Carvajal, President, Englewood Board of Education

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Date