

**AGREEMENT BETWEEN THE  
ENGLEWOOD  
PROFESSIONAL ASSISTANTS'  
ASSOCIATION**

**AND THE**

**ENGLEWOOD  
BOARD OF EDUCATION**

**JULY 1, 2002 – JUNE 30, 2005**

**ENGLEWOOD, NEW JERSEY**

Board Approved:

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THIS AGREEMENT entered into this 1<sup>st</sup> day of July 2002, between the Board of Education of the City of Englewood, hereinafter referred to as the “Board” and the Englewood Teachers Association, hereinafter referred to as the “ETA”.

## WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 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 Englewood Teachers Association has produced evidence to the satisfaction of the Board that it has been selected by a majority of the employees in the unit hereinafter designated, and is accordingly entitled to be recognized as the exclusive representative for collective negotiations for 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

1.0 The Board hereby recognizes the ETA as the exclusive representative for collective negotiations concerning terms and conditions of employment for all personnel classified as Professional Assistants full and part-time and clerical.

1.1 Unless otherwise indicated, the term “professional assistant” herein shall refer to all persons in the unit above defined. References to male professional assistants shall also refer to female, and references to female professional assistants shall also refer to male professional assistants.

### Article II

#### NEGOTIATION PROCEDURE

2.0 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions or professional assistants’ employment. A request for such negotiations to begin shall be initiated in writing by wither 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 professional assistants, be reduced to wring, be signed by the Board and ETA, and be adopted by the Board.

2.1 Either party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.

2.2 When the parties mutually determine that a meeting shall be scheduled during the school day, the professional assistants involved shall suffer no loss in pay. All meetings between the parties for purpose of negotiation shall be scheduled, whenever possible, to take place when professional assistants involved are free from assigned educational responsibilities.

2.3 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**

##### 3.0 Definitions

3.01 A “grievance” is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting a professional assistant(s).

3.02 An “aggrieved party” is ETA, professional assistant or professional assistants making the appeal.

3.03 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.

##### 3.1 Purpose

3.11 The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting professional assistants.

3.12 Nothing herein contained shall be construed as limiting the right of the professional assistant having a grievance to discuss the matter informally with his immediate superior and have 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.

## 3.2 Procedure

3.21 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.

3.22 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure 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 steeled prior to the termination of this Agreement, together with all grievance procedures pertaining thereto, survive the termination of this Agreement.

### 3.23 Level One

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

### 3.24 Level Two

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

### 3.25 Level Three

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

### 3.26 Level Four

If the aggrieved party is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after reaching the Superintendent of Schools, the aggrieved party may request that the ETA request a hearing of the Board. The ETA's request shall be in writing setting forth its reasons and be transmitted to the Superintendent of Schools who shall attach related papers, including copies of those requested by the ETA and forward the request to the Board. The Board shall hear the grievance within fifteen (15) school days. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within (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.

### 3.27 Level Five

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

3.28 The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and decision on the issues submitted. As to those grievances which involve decision of 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 this Agreement or of applicable law or rules or regulations having the force and effect of law involving Board discretion or policy under its rules and regulations which survive this Agreement; or, limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

3.29 The costs 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 ETA.

3.3 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.

3.4 If, in the judgment of the ETA a grievance affects a group or class of professional assistants, 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 a 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

#### PROFESSIONAL ASSISTANTS' RIGHTS

4.0 The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any professional assistant in the employment of any rights conferred by law, and it shall not discriminate against any professional assistant with respect to hours, wages, or any terms or conditions of employment by reason of his membership in or participation in the collective negotiations with the Board or other proceedings affecting terms and conditions of his employment.

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

4.11 Refrain from exploiting any personal or professional relationships with students or student groups.

4.12 Provide equal educational opportunities for all children regardless of ability, race, creed or location of residence.

4.13 Support and protect professional assistants in the performance of their duties.

4.14 Present personal criticisms of school personnel only through the grievance procedures set up under Article III of this Contract.

4.15 Keep the trust under which confidential information is exchanged.

4.2 Just Cause

No professional assistant shall be discharged, disciplined, reprimanded, reduced in compensation or given an adverse evaluation without just cause.

4.3 Representation Rights

When any professional assistant is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position,

employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

#### Article V

#### PROFESSIONAL ASSISTANTS' RIGHTS AND RESPONSIBILITIES

5.0 The EPA will have reasonable use of the inter-school mail service.

5.1 The Superintendent of Schools will be reasonably available to discuss aspects of professional service and topics of common concern and interest.

5.2 Whenever the parties mutually determine that any meeting shall be scheduled during the school day, the professional assistants involved shall suffer no loss of pay.

#### Article VI

#### PROFESSIONAL ASSISTANTS' COMPENSATION

6.0 It shall be clearly understood by both parties that there will not be a salary guide, instead, each Assistant shall receive a 6% in each year of the three year agreement for Assistants on Steps 1 through 7. There will be a 5% increase for those Assistants on Steps 8 through Max in each year of the three-year agreement. This does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment increment or adjustment increment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

6.01 Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the professional assistant to be so deprived shall be put on notice of this recommendation

6.02 Arrangements shall be made to afford said professional assistant a reasonable opportunity to speak on his own behalf before the Board. Such a meeting before the Boards shall not constitute a plenary hearing.

6.03 The Board will not take necessary formal action until a date subsequent to the above meeting.

6.04 If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefore to the employee concerned.

6.1 Professional assistants shall be paid every other Friday during the regular school year. When a payday falls on or during a school holiday or vacation, professional assistants shall receive their paychecks on the last previous working day.

6.2 New hires shall not be placed in a salary above that of existing unit members with the same experience. Experience means work experience.

6.3 New assistants shall have at least a High School Degree or its equivalent.

## Article VII

### PROFESSIONAL ASSISTANTS' WORK YEAR AND WORK DAY

7.0 The in-school work year for all professional assistants employed shall not exceed a total of one hundred eighty-five (185) work days, including:

7.01 One hundred and eighty (180) regular student attendance days.

7.02 Optional Emergency Days as needed (an Emergency Day is one which the schools are officially closed by the Superintendent and professional assistant attendance is not required).

7.03 Three (3) Orientation days prior to the opening of the school year.

7.04 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. Further, the EPAA shall participate in the planning of the curriculum for these days. These days shall be scheduled at the discretion of the Superintendent.

7.1 If the optional Emergency Days are not used, they will be subtracted from the professional assistant in-school work year total at the end of the school year.

7.2 The in-school work year shall not be less than one hundred and eighty (180) days excluding the orientation days referred to in paragraph 7.03 of this Article.

7.3 Any additional days attendance for professional assistants in the school year for ten (10) month employees prior to September 1<sup>st</sup> or after June 30<sup>th</sup> in the school year shall be compensated on pro-rated per diem basis of each professional assistant's salary for the ensuing school year.

7.4 The current professional assistants' workday shall not be changed unless by a negotiated mutual agreement of the parties. However, if professional assistants in the elementary schools have the same work-pupil contact time as teaching staff members, then the provisions of Article VI E of the Teachers' Contract shall apply here as well.

Professional assistants may be expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours or minutes.

7.5 The provisions of this Article shall not apply to part-time clerical professional assistants, lunchroom professional assistants and bus professional assistants.

7.6 Professional assistants shall be guaranteed a continuance of a duty-free lunch period in accordance with past practice.

7.7 The day before Thanksgiving shall be a half day (4 hour) session for all professional assistants.

## Article VIII

### SICK LEAVE/RETIREMENT

8.0 All professional assistants 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. Unused sick leave days shall be accumulated from year to year with no maximum limit.

8.1 In addition two (2) cumulative sick leave days shall be granted to any professional assistant employed in the Summer School Program.

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

8.3 The case of any professional assistant whose absence due to illness extends beyond the provisions herein may be brought to the Board of Education by the Superintendent for special consideration.

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

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

8.61 For the school year 2003-2004, the Board shall grant upon sixty (60) days' prior written notice of retirement, an additional salary increment for the last year of

employment equal to a maximum of \$3,250. To be eligible for such increment, the individual professional assistant must have consistently been employed in the Englewood School for ten (10) years immediately preceding retirement and shall have accumulated

unused sick leave days of no less than thirty (30) . Said increment may be granted upon the recommendation of the Superintendent of Schools.

8.6.2 For the period of July 1, 2005 through June 30, 2008, the District shall grant an additional payment as set forth below, pursuant to the conditions contained herein. To be eligible for this payment, the professional assistant must have twenty-five (25) years of service, which must include ten (10) years of service in the District and must have at least seventy-five (75) accumulated sick days in the bank as of either July 1, 2005 or July 1, 2007 (the start of the retirement year). The professional assistant shall be entitled if retiring at the end of 2006-2007 or 2007-2008 school year to the following payment: 75-99 days as of July 1, 2005 or July 1, 2008 (beginning of whichever school year retirement shall occur)--\$6,000.00; 100-124 days as of July 1, 2005 or July 1, 2008 (beginning of whichever school year retirement shall occur)--\$8,000.00; and, 125+ days as of July 1, 2005 or July 1, 2008 (beginning of whichever school year retirement shall occur)--\$10,000.00. If the professional assistant agrees to retire no later than June 30, 2005 or June 30, 2006, they shall be entitled to payment by the District for accumulated sick leave in one of the amounts above, provided in addition to the conditions above that: (1) no more than fifteen (15) sick days may be used in the last year of service except in the case of a documented extraordinary circumstance(s); and, (2) that the professional assistant will not receive the amount listed above until he/she deposits a payment check from the New Jersey Teachers Pension and Annuity Fund (TPAF) of New Jersey Public Employees Retirement System (PERS), whichever is applicable, signifying activation of the retirement and provides the District with documentation of the deposit. This paragraph shall remain in effect until June 30, 2008; after that, the original 8.6.1 shall go back into effect. It shall be the responsibility of the affected professional assistant to advise the District prior to retirement whether he/she wants the check paid in a lump sum or over a period of time.

8.7 In the case of a lunchroom professional assistant and part-time clerical professional assistant, the provisions of this Article shall be prorated on the basis of time worked.

## Article IX

### PERSONAL LEAVE

9.0 The Board and ETA recognize that personal emergencies arise from time to time which by their very nature interfere with or render impossible a professional assistant's attendance to his or her responsibilities. Because of the burden that emergencies place on both the individual professional assistant and the school system, the Board in the past has established the concept of temporary leaves of absence for emergencies which cannot be

anticipated or handled during off hours, weekends or school holidays and has attempted to insure the availability of skilled substitutes to minimize the effect of the regular professional assistant's absence during the emergency.

The Board and the ETA recognize, however, the the detrimental effect of a regular professional assistant's absence from class can never be completely eliminated regardless of the degree of competence of the substitutes provided. Accordingly, they agree that every effort should be made to keep such absences to a minimum.

9.1 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 requirements in case of emergencies. Applications should be made by the professional assistant, or a person designated by him/her, on forms obtainable in his/her principal's office.

9.2 Leave with pay for days set forth in Sections 9.3, 9.4 and 9.5 of this Article shall not be cumulative for use in subsequent years.

9.3 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) or a professional assistant. Immediate family is defined as: Wife, Husband, Son Daughter, Mother, Father, Sister, brother, Grandmother, Grandfather, Grandchildren, Son-in-Law, Daughter-in-Law, Mother-in-Law or Father-in-Law.

9.4 A cumulative allowance of up to four (4) days of leave during a school year shall be granted for the following reasons. No more than two (2) consecutive days shall be granted for any leave taken pursuant to categories 2, 4 and 6 below:

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

9.5 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 9.4. In any such instance, the professional assistant involved shall give notice to his/her immediate superior as soon as possible. Such request for personal leave shall not be granted on days preceding or following a school holiday except if the Superintendent determines that such reasons are valid.

## Article X

### EXTENDED LEAVES OF ABSENCE

10.0 Extended leaves of absence without pay may be granted by the Board upon request for good reason, including, but not limited to:

10.01 Engaging in activities of the EPA or its affiliates

10.02 Joining the Peace Corps, Vista, National Teachers Corps

10.03 Serving in the armed Forces of the United states

10.04 Maternity

10.1 Application for leave shall, when possible, be made on or before November 15<sup>th</sup> of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following.

10.2 Upon returning from leave granted under Section 10.0 of this Article, a professional assistant shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

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

10.4 Maternity Leaves: A professional assistant 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 professional assistant shall supply a physician's certificate stating expected date of delivery.

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

10.42 Following the grant of such leave to any professional assistant, the date of return of that professional assistant shall be further extended at the discretion of the Board for a reasonable period of time at the professional assistant's request for reasons associated with pregnancy or birth.

If a professional assistant wishes to return to work after the close of the school year, she may do so in the first, second or third September following the year in which she left, provided she gives the Board four (4) months prior notice.

10.43 No professional assistant 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 duties as requested by the Board.

10.44 No professional assistant shall be removed from her duties during pregnancy except upon one of the following bases:

- a. that her performance of her duties has noticeably declined
- b. that the professional assistant is found to be medically unable to continue her duties by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board and the professional assistant, whose opinion on medical capacity shall be final and binding.
- c. any other just cause

10.45 A professional assistant adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoptions.

NOTE: Professional assistants shall be entitled to all other maternity leave benefits in accordance with applicable State and Federal law, regulations and rulings.

## Article XI

### INSURANCE PROTECTION

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

11.1 The Board shall make 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 on behalf of the professional assistant shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

11.2 The health insurance carrier shall be the New Jersey State Health Benefits Insurance Plan and the carrier shall not be changed except by mutual agreement of the ETA and the Board.

11.3 The Board shall make full payment for the dental insurance coverage provided under program III-B of the N.J. Dental Service Plan (Delta) and the carrier shall not be changed except by mutual agreement of the parties hereto.

11.4 The Board shall make full payments as of September 1, 1989 for the optical insurance coverage provided under Plan C/No deductible of this 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.

11.5 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.

11.6 The Board shall provide to each professional assistant a description of the conditions and limits of coverage as listed below.

11.7 Any professional assistant 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.

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

11.9 Only professional assistants entitled to benefits under the New Jersey State Health Insurance Plan will benefit from any of the provisions of this article.

## Article XII

### DEDUCTION FROM SALARY

12.0 The Board agrees to deduct from the salaries of its professional assistants for the Englewood Professional Assistants Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association as said professional assistants individual and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Law 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 person as may from time to time be designated by the Englewood Professional Assistants 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.

12.1 Professional Assistants desiring payroll deduction of 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 from my earnings until notified of termination an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organization, such amounts 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. Upon termination of employment the Disbursing Office shall deduct any remaining amount due for the current school 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 EPA to receive dues and distribute them according to the organization(s) indicated.

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

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

12.4 Any written authorization may be withdrawn at any time by the filing of a notice of 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 of which notice of withdrawal is filed.

12.5 Each professional assistant may individually elect to have up to ten (10%) percent of his/her salary deducted from his/her paycheck. These funds shall be deposited within ten (10) days from the date of the pay period to:

1. Paragon Federal Credit Union  
370 Pascack Road

Washington Township, NJ 07675

2. Northern Valley-Englewood Savings & Loan Association  
70 Engle Street  
Englewood, NJ 07631
3. Any other institution which the parties hereto mutually agree to in substitution thereof.

### Article XIII

#### PROFESSIONAL ASSISTANTS ASSIGNMENTS

13.0 The Superintendent shall post in all buildings a list of known openings. Said posting shall occur at least twenty (20) days prior to the filling of said position, except where circumstances prohibit.

13.1 Professional assistants who desire a change in assignment may file a written statement of such desire with the building principals involved.

13.2 Professional assistants who desire a change in assignment, or who desire to transfer to another school may file a written statement of such desire with his principal. Such statement shall include the grade to which the professional assistant desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. 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.

### Article XIV

#### EMPLOYEE IMPROVEMENT

14.0 In an attempt to provide the most efficient and economical work force possible, the Board agrees:

14.01 Effective July 1, 2005, Assistants shall be required to take 6 college credits per year. The cost shall be reimbursed by the Board of Education. NOTE: All present Assistants shall be grandfathered.

14.1 To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions or other such sessions which an employee is required by the administration to take and approved by the Superintendent. Said employee shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day at this regular rate.

14.2 To cooperate with the EPA in arranging in-service courses, workshops and programs designed to improve the quality of work performed by its employees. In-service programs shall be conducted during the normal workday when possible. All such programs conducted after the normal workday or during normal non-working time shall be compensated for at the employee's regular rate.

14.3 Professional Development Program

A. To pay fifty (50%) percent of the cost of tuition for any job-related courses taken voluntarily and approved by the Superintendent. It shall be understood that the maximum number of credits which may be taken under this provision shall be limited to six (6) credits per semester.

B. Applicants shall submit the following three (3) documents to the Office of the Superintendent after the completion of these courses:

1. A transcript of letter from the institution verifying completion of the course.
2. A receipt, or other official record, verifying payment of the tuition fee.
3. A completed purchase order titled "Professional Development Program" (which may be secured from the school principal). This must be signed by the secretary at the bottom of page 2 (invoice) and at the bottom of the pink page of the purchase order.

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

C. Effective July 1, 1997, any personnel having 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 XV

### FAIR DISMISSAL PROCEDURE

15.0 Notification of Status

15.01 On or before May 15<sup>th</sup> of each year, the Board shall give to each professional assistant continuously employed since the preceding September 30<sup>th</sup> either:

1. A written offer of a 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.

#### 15.1 Reasons

15.11 Any professional assistant who receives a notice of non-employment may, within ten (10) school days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the professional assistant within ten (10) school days after receipt of such request.

#### 15.2 Hearing

15.21 Any professional assistant who has received such notice of non-employment and statement of non-employment and statement of reasons shall be entitled to hearing before the Board, provided a written request for the hearing is received in the office of the Secretary of the Board within ten (10) school days after the receipt by the employee of the statement of reasons.

#### 15.3 Board Determination

15.31 The Board shall issue its written determination as to the employment or non-employment of said professional assistant for the next succeeding school year within ten (10) school days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the professional assistant no later than June 15<sup>th</sup>.

#### 15.4 Notification of Intent to Return

15.41 If the professional assistant desires to accept such employment, said professional assistant 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 professional assistant.

15.42 Any professional assistant 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.

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

## Article XVI

### PROFESSIONAL ASSISTANTS EVALUATION

#### 16.0 Frequency

The principals shall coordinate the evaluation procedure of professional assistants with the consultation of the professional staff and issue the evaluations on the "white" evaluation form agreed upon by the parties, (Appendix II), each semester (two times a year), to be followed in each instance by a conference between the professional assistant and the building principal for the purpose of making suggestions and identifying any deficiencies for their correction.

#### 16.1 Evaluation by Certified Supervisors

Professional assistants shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

#### 16.2 Copies of Evaluation

A professional assistant shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the professional assistant's file or otherwise acted upon without prior conference with the professional assistant. No professional assistant shall be required to sign a blank or incomplete evaluation form.

16.3 A professional assistant shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. Any material placed in a professional assistant's file shall be subject to prior review by the professional assistant.

## Article XVII

### HIRING PRACTICES

17.0 No newly hired professional assistant shall be placed above Step 1 of the salary guide contained herein.

## Article XVIII

### LAYOFF AND REHIRING PROCEDURES

18.0 In the event professional assistants must be laid off, said layoff will be made on the basis of district-wide seniority (last hired, first to go) within the classifications of the full-time and part-time assistants.

18.1 Seniority shall be defined as continuous employment time in the Englewood School System within a part-time or full-time position.

18.2 The Board of Education shall determine the standard for the professional assistants list in the event of layoff.

18.3 No new professional assistant shall be hired while previously employed professional assistants are on layoff.

18.4 In the event of an opening, professional assistants on layoff within a part-time or full-time classification (starting with the most seniority) shall be recalled.

18.5 Qualified professional assistants shall be recalled in reverse order of layoff.

18.6 When professional assistants are recalled to work based on separate seniority list for part-time and full-time assistants, they shall be restored at the step of the original salary scale at which they were at the time of layoff. All accumulated sick time and all other benefits said employee has at the time of layoff shall be restored in their entirety upon the return of employee.

## Article XIX

### AGENCY SHOP ARTICLE

#### 19.1 Purpose of Fee

If a professional assistant does not become a member of the E.P.A.A. 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 representation fee to the E.P.A.A. for that membership year to offset the costs of service rendered by the E.P.A.A. as majority representative.

#### 19.2 Amount of Fee

Prior to the beginning of each membership year, the E.P.A.A. 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 member for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

#### 19.3 Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any professional assistant who is not a member of the E.P.A.A. for the current membership year the full amount of the representation fee set forth above and promptly will transmit the amount so deducted to the E.P.A.A.

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

#### 19.4 Termination of Employment

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

#### 19.5 Mechanics

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

19.6 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 XX

#### MISCELLANEOUS PROVISIONS

20.0 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.

20.1 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 application shall continue in full force and effect.

20.2 Any individual contract between the Board and an individual professional assistant 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.

20.3 Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to professional assistants now employed, hereafter employed, or considered for employment by the Board.

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

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

20.6 Whenever any notice is required to be given by either of the parties to 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

20.7 Savings Clause

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

## Article XXI

### BOARD RIGHTS

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



2003-2004	\$11.68
2004-2005	\$12.26

Substitute caller shall receive the following stipend:

2002-2003	\$ 9,555
2003-2004	\$10,033
2004-2005	\$10,535

NOTE:

\*Assistants shall have the option of being paid on a ten (10) month or twelve (12) month basis.

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

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

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Lazaro Carvajal, President

\_\_\_\_\_

By: \_\_\_\_\_  
Robert Aloia, Board Secretary/  
Business Administrator

ENGLEWOOD PROFESSIONAL ASSISTANTS ASSOCIATION

WITNESS:

\_\_\_\_\_  
President, E.P.A.A.

By: \_\_\_\_\_  
ETA President

\_\_\_\_\_  
Secretary, E.P.A.A.

By: \_\_\_\_\_  
ETA Secretary