

*Contract no. 621*

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND

AND

THE OAKLAND EDUCATION ASSOCIATION

FOR SCHOOL YEARS

1989-1990

1990-1991

1991-1992

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A G R E E M E N T

Made this 30th day of October, 1989, BY AND BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND

a body corporate and politic, hereinafter referred as  
"Board"

AND

THE OAKLAND EDUCATION ASSOCIATION

hereinafter referred to as "Association."

W I T N E S S E T H:

WHEREAS, the parties herein have heretofore been conducting negotiations concerning the terms and conditions of employment of Association and Board and an agreement has been reached between the parties.

NOW, THEREFORE, it is covenanted and agreed by and between the parties as follows:

## ARTICLE I - RECOGNITION

Board hereby recognizes Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified personnel, full and part-time, whether under contract or on leave, but excluding substitute teachers, principals, vice principals, business administrators, Administrator of Special Service and/or any others with full-time supervisory functions.

## ARTICLE II - SUCCESSOR AGREEMENT

Such negotiations shall begin not later than December 1 of the school calendar year preceding the one in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by the Association and the Board, and be adopted by the Board and the Association.

## ARTICLE III - SALARIES

1. Salary Guide: The salaries of all teachers covered by this Agreement are set forth in Schedule A-1 for the 1989-1990 school year, Schedule A-2 for the 1990-1991 school year, and Schedule A-3 for the 1991-1992 school year, which are attached hereto and made a part hereof.

2. Method of Payment: Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments. The first paycheck shall be distributed by the 10th of September. Each teacher may individually elect to have a percentage or a fixed amount of his/her salary deducted and deposited within ten (10) days of the monthly pay period in the East Bergen Teachers Federal Credit Union, the official depository. The OEA shall hold the Board harmless from any claims resulting from a failure of the official depository to properly transmit and invest these funds.

3. For any teacher hired on or after July 1, 1983, lateral advancement on the salary guide shall be for graduate course credits only and said course credits must be earned chronologically after the preceding training level was reached.

4. Part-time teachers shall be compensated based on the attached salary guides Schedules A-1, A-2 and A-3, at the rate of one-sixth (1/6th) per teaching period per day and shall be paid on a pro-rata basis for additional required time.

ARTICLE IV - OTHER BENEFITS (Covers full-time teachers who are defined as those teachers working 20 hours or more per week.)

1. Health Care Insurance: In addition to the salaries set forth in Schedules A-1, A-2 and A-3, the Board covenants and agrees to cover all full-time teachers only and their dependents only in either the New Jersey State Health Benefits Plan, Laws of 1964, Chapter 125, or other plan providing equal coverage, said plan to include hospitalization, medical-surgical coverage, Rider J and Major Medical coverage.

2. Dental Plan: In addition to the salaries set forth in Schedules A-1, A-2 and A-3, the Board covenants and agrees to cover all full-time teachers only and their dependents only with full family dental coverage for U.C.R. plan, as set forth in Schedule D.

3. Tuition Reimbursement: Full-time teachers, as of their third year of employment in the Oakland school system, shall be eligible for professional improvement assistance toward the cost of a course or courses in the field of education and related subject area, which shall be approved by the Superintendent, in an amount not to exceed the tuition rate for two (2) three (3) credit courses at William Paterson College. A grade of B or better shall be earned to receive tuition reimbursement. This assistance is to cover the cost of tuition, registration, required books and materials, and professional books, provided prior approval has been obtained from the Superintendent to purchase such professional books. Professional books, when authorized to be purchased, shall become the property of the Oakland School District, to be placed in the district's professional archives. This assistance is noncumulative.

4. Mileage Reimbursement: There shall be allowed for transportation, where a teacher is required to teach at more than one school during a regular day, in order to comply with his or her teaching schedule, a sum payable yearly at the conclusion of the school year, based upon the mileage required to be traveled, at the official I.R.S. rate per mile, as established as of July 1, each year. Automobile mileage allowance for meetings outside of the district required by the Board shall be reimbursed at the same rate per mile, less the normal daily round trip.

5. Tax Sheltered Annuity Plan: A tax sheltered annuity plan is available to all full-time teachers who file a written request to participate in such a plan in accordance with provisions of R.S. 18A:66-127, 128. The Association holds the Board harmless from any claims resulting from the failure of the Tax Sheltered Annuity Plan to properly transfer or invest these funds.

6. Prescription Drug Plan: As of July 1, 1984, a \$1.00 co-pay prescription drug plan shall be implemented for all full-time teachers only and their dependents only.

7. Reimbursement at the Time of Retirement for Unused Sick Leave for Teachers Eligible for TPAF Retirement: Effective 1989-1990 and 1990-1991 reimbursement for unused sick leave days at the daily rate of \$75.00 to a maximum of 150 days per retiree; effective 1991-1992 reimbursement for unused sick days at the daily rate of \$80.00 to a maximum of 150 days per retiree. In the event of the death of a teacher, payment shall be made to his/her estate.

8. Personal Leave: A personal leave shall be granted to a teacher by the Board to pursue an alternative career, subject to the recommendation of the Superintendent and in accordance with the following guidelines:

- a. Personal leave shall be granted to at least two (2) staff: one (1) full-time teaching staff member from the elementary schools and one from the middle school.
- b. Personal leave shall be for one school year at no salary.
- c. Applicant must have completed at least seven (7) consecutive years of service in the school district.
- d. Request for leave must be submitted to the Superintendent on the form prescribed by the Board and must be received on or before April 1 of the school year preceding the year leave is requested.
- e. The Board or its agent have sole discretion to determine which applicants shall be granted personal leave. Applications not approved may be resubmitted for consideration in subsequent years, at the discretion of the applicant.
- f. No seniority shall accrue during the period of such leave.
- g. Teachers on personal leave shall not be entitled to any medical insurance benefits, but may purchase medical insurance benefits through the Board by remitting quarterly premiums to the Board Secretary/Business Administrator on or before the first day of each quarterly period.
- h. Any teacher on personal leave who does not intend to return to the school district shall notify the Superintendent on or before April 1 of the year in which the leave is taken. Failure to provide timely notice, or, the failure to resume a teaching position at the commencement of the school year,

shall constitute a resignation of position and the abandonment of all tenure and seniority in the school district.

ARTICLE V - STIPEND ASSIGNMENTS - Additional Duties for Extra Compensation

All duties performed by a teacher for which extra compensation is provided shall have a specific and inclusive job description, which will be developed by the time the position becomes available.

1. Annual stipends will be in accordance with the attached Schedule S-1, covering four main areas.

2. The stipend for after-school activities and clubs shall be:

1989-1990 - \$27.30 per 1.5 hr. session  
1990-1991 - \$29.70 per 1.5 hr. session  
1991-1992 - \$32.37 per 1.5 hr. session

3. The stipend for teachers assigned to summer workshop curriculum shall be:

1989-1990 - \$21.80 per hour  
1990-1991 - \$23.76 per hour  
1991-1992 - \$25.90 per hour

4. The stipend for teachers assigned to the Summer Threshold Program shall be:

1989-1990 - \$21.80 per hour  
1990-1991 - \$23.76 per hour  
1991-1992 - \$25.90 per hour

ARTICLE VI - TEACHING ASSIGNMENT DETAILS

1. Teacher Day

a. On each school day teachers shall report to their assigned school twenty (20) minutes before the scheduled starting time for that school, except Valley Middle School teachers who will report ten (10) minutes before the scheduled starting time in that school. Teachers shall remain a minimum of fifteen (15) minutes after the dismissal of the children.

b. In no case will teachers be required to spend more than six and one-half (6-1/2) hours per day in

performance of their formal teaching duties. Included in this will be a duty-free lunch period and preparation period. Five (5) preparation periods per week will be scheduled for all teachers except kindergarten teachers, who will have four (4) preparation periods per week. Teachers shall be permitted to leave the building during their preparation period, provided they give prior notification to their building principal. (Middle school periods are 42-44 minutes [half periods are 21 or 22 minutes]. Elementary periods are 30 or 40 minutes, and kindergarten periods are 30 minutes.)

- c. After-school meetings must be held from time to time to properly communicate between staff and administration. However, the number of meetings called must not be abused and a maximum of four (4) per month is recognized as generally necessary for these purposes. It is understood that these meetings will begin immediately after dismissal of students.
- d. Following the conclusion of staff meetings, a teachers association representative may have time allotted to speak to the teachers, provided this does not conflict with the regular school day schedule.
- e. Teachers' Lunch Duty at Valley Middle School: No more than two (2) teachers shall be required to perform lunch duty each lunch period, and in no event shall any teacher be required to perform lunch duty more than one period per week. Nothing contained herein shall prohibit a teacher from volunteering to perform additional lunch duty during the week at the request of the building principal. If additional lunch duty is performed, the teacher shall be released from a duty period during the day in question.
- f. Teachers shall be assigned to supervise evening student activities on a voluntary basis. In the event that there is not a sufficient number of volunteers, teachers shall be assigned to supervise the evening student activity, at no additional compensation; provided, however, that no teacher shall be involuntarily assigned to more than two (2) evening student activities per school year.



- g. Class Coverage: The practice of using a regular teacher as a substitute shall be avoided wherever possible. However, in those cases where regular substitutes are not available, teachers may be required to cover a class during their preparation time. Teachers assigned to cover a class shall be paid at the rate of twelve dollars (\$12.00) per full class period.
2. The School Calendar
- a. The school calendar shall consist of 185 teaching days, commencing the day after Labor Day. Any days eliminated due to emergency school closings will be deducted from the above, up to a total of four (4) days.
- b. There shall be a minimum day for students and teachers on the dates when Back-to-School Nights and evening parent-teacher conferences are scheduled.
- c. There shall be four (4) parent conference days for kindergarten teachers in the fall and four (4) parent conference days in the spring, if necessary.
- d. Parent teacher conferences for all teachers shall include one (1) evening conference for the fall and one (1) evening conference for the spring.

#### ARTICLE VII - PERSONAL DAYS AND SICK LEAVE

1. Personal Days: Up to two (2) personal days per year shall be granted to all full-time teachers; provided, however, that full-time teachers employed after February 1 shall only receive one (1) personal day for the remainder of the school year. No oral or written reason is required, but at least forty eight (48) hours advance notice shall be given the building principal, except in cases of an emergency. Any unused personal days may be accumulated to a teacher's accumulated sick leave in the district, or, may be redeemed by the teacher at the end of the school year, at the daily rate of \$60.00 for one (1) personal day, or \$75.00 each, if two (2) personal days are redeemed. Payment for redeemed days shall be forwarded to those eligible by July 15.

2. Sick Leave: Teachers shall be allowed twelve (12) sick leave days per year, which are cumulative; provided, however that the number of sick leave days per year which shall be available to teachers who are employed after September 1 shall be prorated according to the number of days remaining in the school year.

3. A statement of accumulated sick days as of the beginning of the school year for each teacher will be provided at each school office on the first day of school.

4. Teachers who are granted an extended leave of absence by the Board shall retain the number of sick days that they had previously accumulated, but not used, upon their return.

5. When absence, as defined by N.J.S.A. 18A:30-1, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such a length of time as may be determined by the Board of Education in each individual case, all pursuant to N.J.S.A. 18A:30-6. A day's salary is defined as 1/200th of the annual salary.

#### ARTICLE VIII - SABBATICAL LEAVE

A sabbatical leave shall be granted to a teacher by the Board of Education for study, research, fellowships and scholarships for professional improvement, subject to the recommendation of the Superintendent of Schools and in accordance with guidelines as set forth in Board of Education policy, Schedule C, a copy of which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

#### ARTICLE IX - GRIEVANCE PROCEDURE

The grievance procedure shall be that as set forth in Schedule B, which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

#### ARTICLE X - TEACHERS EVALUATION

1. The Board policy on teacher evaluation procedures is attached hereto and made a part hereof.

2. A duplicate copy of the teaching evaluation form determined by the Board and signed by the teacher and administrator will be given to each teacher at the time of the evaluation conference. The evaluation form is personal and confidential and may not be discussed in the public media by the teacher, the administrator, or the Board, without the consent and approval of all parties first being obtained.

#### ARTICLE XI - OTHER ITEMS

1. A telephone extension will be available to teachers in each school, placed in such a way as to provide privacy for calls to parents or for other school business.

2. Full-time teachers not members of the Oakland Education Association shall be subject to "agency shop" payroll deductions in the amount of 85% of the dues paid by Oakland Education Association members, which includes affiliated local, county, state and national organization dues. The Association shall hold the Board harmless from any claims resulting from the failure of the Association to properly transmit these funds.

3. Released time for official O.E.A. business will be granted to an O.E.A. officer or representative collectively up to a total of three days in any year and subject to approval of the Superintendent.

4. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms 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 teacher benefit existing prior to its effective date, provided, however, that nothing contained herein shall be deemed to limit the right of the Board to make transfers, assignments or reassignments within the scope of the certification of the teachers, and provided further that the provisions of Article VI of this Agreement are not violated nor are any other managerial prerogatives encroached upon.

#### ARTICLE XII - MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

1. to direct employees of the school district;
2. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, withhold increment and reprimand employees;

3. to relieve employees from duty because of lack of work, declining enrollment, reasons of economy or the reorganization of the work force;
4. to maintain efficiency of the school district operations entrusted to them;
5. to determine the methods, means, and personnel by which such operations are to be conducted; and
6. to take whatever actions may be necessary to carry out the duties, responsibilities and goals of the school district in situations of emergency.

ARTICLE XIII - FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XIV - MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement shall be in effect from July 1, 1989 to June 30, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE BOARD OF EDUCATION OF THE  
BOROUGH OF OAKLAND

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JO-ANN M. ORZO, President

OAKLAND TEACHERS ASSOCIATION

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CAROL PIERCE, President

SCHEDULE A-1

TEACHERS SALARY GUIDE 1989-1990

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>
1	\$23,566	\$24,110	\$24,840	\$25,672	\$26,260	\$26,390
2	24,887	25,551	26,390	27,352	27,940	28,215
3	26,208	26,992	27,940	29,032	29,620	30,040
4	27,529	28,433	29,490	30,712	31,300	31,865
5	28,850	29,874	31,040	32,392	32,980	33,690
6	30,171	31,315	32,590	34,072	34,660	35,515
7	31,492	32,756	34,140	35,752	36,340	37,340
8	32,813	34,197	35,690	37,432	38,020	39,165
9	34,134	35,638	37,240	39,112	39,700	40,990
10	35,455	37,079	38,790	40,792	41,380	42,815
11	36,776	38,520	40,340	42,472	43,060	44,640
12	38,097	39,961	41,890	44,152	44,740	46,465
13	39,418	41,402	43,440	45,832	46,420	48,290
14	40,739	42,843	44,990	47,512	48,100	50,115
15	-	-	-	-	49,780	51,940

LONGEVITY

1989-1990

\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 3,000
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LONGEVITY ENTITLEMENT: Any teacher completing 19 years of service in the Oakland School District shall be entitled to longevity at the beginning of his/her 20th year of service, or any teacher who was employed on STEP 14 or STEP 15 of the 1988-1989 Salary guide.

A teacher's step placement on the salary guide does not equate to years of service.

SCHEDULE A-2

TEACHERS SALARY GUIDE 1990-1991

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>
1	\$25,600	\$26,196	\$26,996	\$27,890	\$28,528	\$28,678
2	27,036	27,762	28,680	29,716	30,354	30,661
3	28,472	29,328	30,364	31,542	32,180	32,644
4	29,908	30,894	32,048	33,368	34,006	34,627
5	31,344	32,460	33,732	35,194	35,832	36,610
6	32,780	34,026	35,416	37,020	37,658	38,593
7	34,216	35,592	37,100	38,846	39,484	40,576
8	35,652	37,158	38,784	40,672	41,310	42,559
9	37,088	38,724	40,468	42,498	43,136	44,542 <sup>1</sup> / <sub>2</sub>
10	38,524	40,290	42,152	44,324	44,962	46,525
11	39,960	41,856	43,836	46,150	46,788	48,508
12	41,396	43,422	45,520	47,976	48,614	50,491
13	42,832	44,988	47,204	49,802	50,440	52,474
14	44,268	46,554	48,888	51,628	52,266	54,457
15	-	-	-	-	54,092	56,440

LONGEVITY

1990-1991

\$ 2,500	\$ 2,500	2,500	\$ 3,000	\$ 3,000	\$ 3,000
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LONGEVITY ENTITLEMENT: Any teacher completing 19 years of service in the Oakland School District shall be entitled to longevity at the beginning of his/her 20th year of service, ~~or~~ any teacher who was employed on STEP 14 of STEP 15 of the 1988-1989 salary guide.

A teacher's step placement on the salary guide does not equate to years of service.

SCHEDULE A-3

TEACHERS SALARY GUIDE 1991-1992

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>
1	\$27,576	\$28,218	\$29,081	\$30,045	\$30,733	\$30,895
2	28,976	29,768	30,756	31,895	32,583	32,845
3	30,376	31,318	32,431	33,745	34,433	34,795
4	31,776	32,868	34,106	35,595	36,283	36,745
5	33,276	34,518	35,881	37,545	38,233	38,795
6	34,776	36,168	37,656	39,495	40,183	40,845
7	36,276	37,818	39,431	41,445	42,133	42,895
8	37,876	39,568	41,306	43,495	44,183	45,045
9	39,476	41,318	43,181	45,545	46,233	47,195
10	41,076	43,068	45,056	47,595	48,283	49,345
11	42,776	44,918	47,031	49,745	50,433	51,595
12	44,476	46,768	49,006	51,895	52,583	53,845
13	46,176	48,618	50,981	54,045	54,733	56,095
14	47,952	50,405	52,908	55,979	56,883	58,345
15	-	-	-	-	58,623	61,144

LONGEVITY

1991-1992

\$ 2,700	\$ 2,700	\$ 2,700	\$ 3,200	\$3,200	\$ 3,200
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LONGEVITY ENTITLEMENT: Any teacher completing 19 years of service in the Oakland School District shall be entitled to longevity at the beginning of his/her 20th year of service, or any teacher who was employed on STEP 14 or STEP 15 of the 1988-1989 salary guide.

A teacher's step placement on the salary guide does not equate to years of service.

SCHEDULE S-1

BOARD OF EDUCATION  
OAKLAND, NEW JERSEY

ANNUAL STIPEND SCHEDULE  
FOR THE THREE YEAR PERIOD 1989-1992

<u>AREAS</u>	<u>STIPEND</u>		
	<u>1989-1990</u>	<u>1990-1991</u>	<u>1991-1992</u>
1. Major Subject Program Director/Coordinator			
a. Reading Program	1,308	1,426	1,554
2. Building Related Assignments			
a. Teacher-in- Charge (4)       each	1,008	1,110	1,200
b. Mathematics Program Coordinator (4) each	1,008	1,110	1,200
c. Reading Program Specialist (5)   each	1,008	1,110	1,200
3. Special Area Program Coordinators or Directors			
a. Art Program	1,008	1,110	1,200
b. A.V.A. Program	1,008	1,110	1,200
c. Gifted & Talented Program	1,008	1,110	1,200
d. Guidance Program	1,008	1,110	1,200
e. Music Program	1,008	1,110	1,200
f. Music - Instru- mental/Band	1,008	1,110	1,200
g. L.D.T.C.	1,008	1,110	1,200
h. Physical Education Program	1,008	1,110	1,200
i. Speech Program	1,008	1,110	1,200
j. Athletic Program Director	1,008	1,110	1,200
k. Computer Coordinator	1,008	1,110	1,200



SCHEDULE S-1

<u>AREAS</u>	<u>STIPEND</u>		
	<u>1989-1990</u>	<u>1990-1991</u>	<u>1991-1992</u>
4. Student Activity Assignments - Valley Middle School			
a. Basketball Coach/Boys	1,200	1,308	1,426
Basketball Coach/Girls	1,200	1,308	1,426
b. Track & Field Coach			
Boys	1,200	1,308	1,426
Track & Field Coach			
Girls	1,200	1,308	1,426
c. Student Council Advisor	818	892	972
d. Assistant Student			
Council Advisor	600	654	713
e. Cheerleading Instructor	763	832	907
f. Yearbook Advisor (2)			
each	710	774	844
5. Student Activity Assignments - K-5 Schools			
a. Student Council Advisors	709	773	843

BOARD OF EDUCATION OAKLAND, NEW JERSEY

SCHEDULE B

GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenure employee;
- (b) in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or by-law of the State, Commissioner of Education, or the State Board of Education;
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act;
- (c) in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual(s) receiving compensation from the Board and the Association, but shall not include the Superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it to them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the table of organization prevailing in this School District.

The term "party" means an aggrieved employee, his/her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Time limits may be extended in the event of vacation periods or other school closings.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of it occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his/her immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussions;

(c) The basis of his/her dissatisfaction with the determination.

7. A copy of the writing called for in paragraph 6 above shall be furnished to the school principal and to the immediate supervisor of the aggrieved employee.

8. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate supervisor of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within five (5) school days of the failure of the Superintendent to act within five (5) school days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

(a) The writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provision of Chapter 303, Laws of 1968, as amended and supplemented.

A request for binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss the grievance initially with the Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) days of the issuance of said order, ruling or direction, or within five (5) days of the time when same have been brought to the employee's attention, by filing with the secretary of the Board a writing setting forth:

- (a) the order, ruling or determination complained of;
- (b) the basis of the complaint;
- (c) a request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions in paragraph 16, the procedure shall be as set forth in paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

SCHEDULE C

GUIDELINES FOR SABBATICAL LEAVE PROGRAM

1. Sabbatical leave shall be granted up to one percent (1%) of the full time teaching staff or major fraction thereof.

2. Sabbatical leave shall be for one full school year at half salary, based upon the salary guide in effect during the year employee is on leave.

3. Applicant must have completed at least seven (7) consecutive years of service in the school system.

4. Request for leave must be submitted to the Superintendent of Schools on or before March 1 of the school year preceding the year leave is requested. A draft of the form will be submitted to the Oakland Teachers Association for information purposes.

5. Applicant must submit evidence of having an approved program accepted for the school year in which he/she will be on leave.

6. He/she must attend said program on a full-time basis and give evidence of satisfactory completion of the program at the end of the school year.

7. Staff members granted sabbatical leaves will be required to return to serve the school district for at least two (2) years following the sabbatical leave.

8. The Board of Education or its agent has sole discretion to determine which applicants shall be granted sabbatical leave. Applications not approved may be resubmitted for consideration in subsequent years, at the discretion of the applicant.

9. Outside activities in which the employee is engaged for pay during the regular school year may be continued, but may not be expanded in any way during the period of the leave excepting as approved by the Board.

10. Forfeiture of Leave: If there is evidence that the employee is not fulfilling the purpose of the leave, the Board may terminate the leave after a hearing with the employee.

11. Interruption of Leave: Should the program of study or itinerary being pursued by the employee on a sabbatical leave be interrupted by serious accident or illness during such leave,

this fact shall not constitute a breach of the conditions of such leave nor prejudice the employee against receiving all of the rights and benefits provided for under the terms of the program, providing the Board is notified of such accident or illness by registered letter within ten (10) days of its occurrence.

12. A leave may be terminated or interrupted by mutual consent of the employee and the Board without prejudice to either party.

13. A sabbatical leave may be requested for study, research, fellowships and scholarships for professional improvement.

SCHEDULE D

DENTAL PLAN  
MAXIMUM AMOUNTS PAYABLE

Co-Payment	Preventive and Diagnostic:	100%
	Remaining Basic Benefits:	80/20%
	Crowns, Inlays and Gold Restorations:	60/40%
	Prosthodontic Benefits:	60/40%
	Orthodontic Benefits:	50/50%

The maximum amount payable for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,000.00.

Orthodontic Benefits are subject to a \$1,200.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.



## POLICIES AND PROCEDURE FOR TEACHER EVALUATION

### I. Authority to Establish Teacher Evaluation Program

The Board of Education recognizes the importance of maintaining a program for the evaluation of tenured and non-tenured teaching staff members under the provisions of the New Jersey Administrative Code 6:3-1.21 and 6:3-1.19. Additionally, this program proposes to promote professional excellence and improve the skills of staff members while improving student learning and growth. It will also provide a basis for the review of performance of teaching staff members.

### II. Delegation of Authority

The Superintendent of Schools shall be responsible for establishing administrative procedures which are consistent with the policy and provisions of the New Jersey State Board of Education rules and regulations. The Superintendent of Schools may delegate the implementation of this policy to members of the administrative and supervisory staff who are properly certified to conduct an evaluation process.

### III. Purpose

The purpose of the annual evaluation process shall be to:

1. Promote professional excellence and improve the skills of teaching staff members.
2. Improve student learning and growth.
3. Provide a basis for review of performance of teaching staff members.
4. To keep formative evaluation as a dynamic process, assess its effectiveness periodically, and revise it as necessary.
5. To provide opportunities for teachers to pursue their goals as they achieve school district-wide organizational goals.

### IV. Components of Evaluation

1. Each person within the school district shall fulfill his/her job responsibilities as identified by the job description.

2. There shall be a wide range of professionally related criteria used to comprehensively evaluate the teacher. Included in this should be an observation of classroom instruction.

V. The Professional Improvement Plan

The Code identifies the Professional Improvement Plan as "...a written statement of actions developed by the supervisor and teaching staff member to correct deficiencies or to continue professional growth, timelines for their implementation, and the responsibilities of individual teaching staff members and the district for implementing the plan."

Although State Guidelines do not identify who has the responsibility for reaching an agreement, it does state that the "...individual improvement plan must be developed cooperatively by the supervisor and the teaching staff member and should be limited in their scope. They should focus on the most important areas of professional growth."

IV. Post Observation Conference

Because evaluation is most effective when it is a cooperative process, involving the staff member and observer in a team effort aimed at the improvement of instruction, the teacher evaluation program involves the observation, the post-conferences evaluation and the professional improvement plan, if needed.

1. The Observation - Comment must relate to the lesson observed and factors that lead to improvement of instruction.

2. Post-Conference - At the Post-Conference evaluation the teacher and observer will discuss the lesson observed. The observer is required to respond narratively on the observation of the staff member and review the written report of the performance data collected in the formal observation. Reference could be made to the staff member's annual performance. The Annual Summary Report should include a summary of other Professional Activities. The teacher as an active participant in the evaluation process is encouraged to respond narratively.

VII. The written summary of the annual performance shall consist of:

1. Performance areas of strength.
2. Performance areas needing improvement based upon the job description.

3. An individual professional improvement plan developed by the supervisor and the teaching staff member.
4. A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.
5. Provision for performance data which has not been included in the report prepared by the supervisor to be entered into by the evaluatee within ten (10) working days after the signing of the report.

OAKLAND PUBLIC SCHOOLS

OAKLAND, NEW JERSEY

ADMINISTRATOR'S EVALUATION OF CLASSROOM OBSERVATION

\_\_\_\_\_ Date and Time Period

\_\_\_\_\_ Name of Teacher School Level

1. Was there evidence of good teaching?
2. What strength or weakness did the teacher show?
3. How could the lesson have been improved?
4. What general evaluation would you give of this lesson?

5. Summary of Observation and Other Professional Activities:

Evaluation Reviewed  
with Teacher (Date) \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Administrator

Attachments: \_\_\_\_\_ Yes

\_\_\_\_\_ No

OAKLAND PUBLIC SCHOOLS

OAKLAND, NEW JERSEY

ANNUAL SUMMARY EVALUATION

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Teacher School Level

1. What strengths does the teacher demonstrate.
2. Total performance based upon job description.
3. Indicators of pupil progress as defined in N.J.A.C. 6:8-3.4.
4. Progress toward objectives of previous Professional Improvement Plan:
5. Teacher comments.

Evaluation Reviewed  
with Teacher (date) \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Administrator

Attachments:    \_\_\_ Yes  
                  \_\_\_ No

TEACHERS  
QUALIFICATIONS AND DUTIES

JOB DESCRIPTION OF THE TEACHER

I. Title: Teacher

II. Qualifications:

1. Possession of a Standard New Jersey Teacher Certificate.
2. Evidence of successful potential as demonstrated in student teaching, prior experience, references, and interview.
3. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

III. Reports to: Principal or appropriate administrator

IV. General Description:

To assist students to fulfill their potential for intellectual, emotional, physical and psychological growth, and to provide them with the necessary knowledge and skills essential for full participation as responsible citizens. Realization of this goal must be considered in the light of those financial resources that are affordable by the Board of Education.

V. Function of the Position:

1. Comply with all applicable rules, regulations and policies of the Board of Education.
2. Maintain such records and reports as required under the provisions of State Law.
3. Assist the administration in implementing all policies and/or rules governing student life and conduct; develop reasonable rules of behavior and procedure assigned for the teacher's specific area of responsibility.
4. Instruct, guide, discipline and supervise in accordance with local curriculum (T & E) goals.
5. Cooperate as an active team member in the development of the total school program.

6. Create an environment conducive to learning and trust, and appropriate to the maturity and interests of pupils.
7. Acknowledge and respect individual differences of each child and provide the child with education experiences accordingly.
8. Monitor the progress of all pupils in accordance with such pupil progress indicators as teacher observation, teacher-made tests, report card marks and other criteria mutually agreed upon by administration and faculty.
9. Maintain all records and data applicable to pupil progress.
10. Implement the mutually agreed upon individual improvement plans as written into the observation and/or evaluation reports.
11. Foster sound relationships with students, parents, fellow teachers, non-teaching personnel and administration through established channels of communication.
12. Participate in those activities that promote professional growth.
13. Perform other duties within the scope of his/her teacher assignment.

VI. Terms and Conditions of Employment

This job description shall be consistent with the specific terms and conditions of employment as contained in the negotiated agreement between the Board of Education and Teachers Association. This job description instrument shall be reviewed annually.

VII. Evaluation

Teachers evaluation will be based upon the provisions of the negotiated agreement between the Board of Education and Teachers Association, and the requirements of the State mandated regulations.

The term JOB DESCRIPTION OF THE TEACHERS deals with classroom teachers as well as special area personnel who fall under the teacher category (child study team members; teachers in art, music, physical education; librarians; guidance counselors; nurses; home economics, industrial arts, communications, health, coping, etc.)