



# AR Handbook

Association Representative

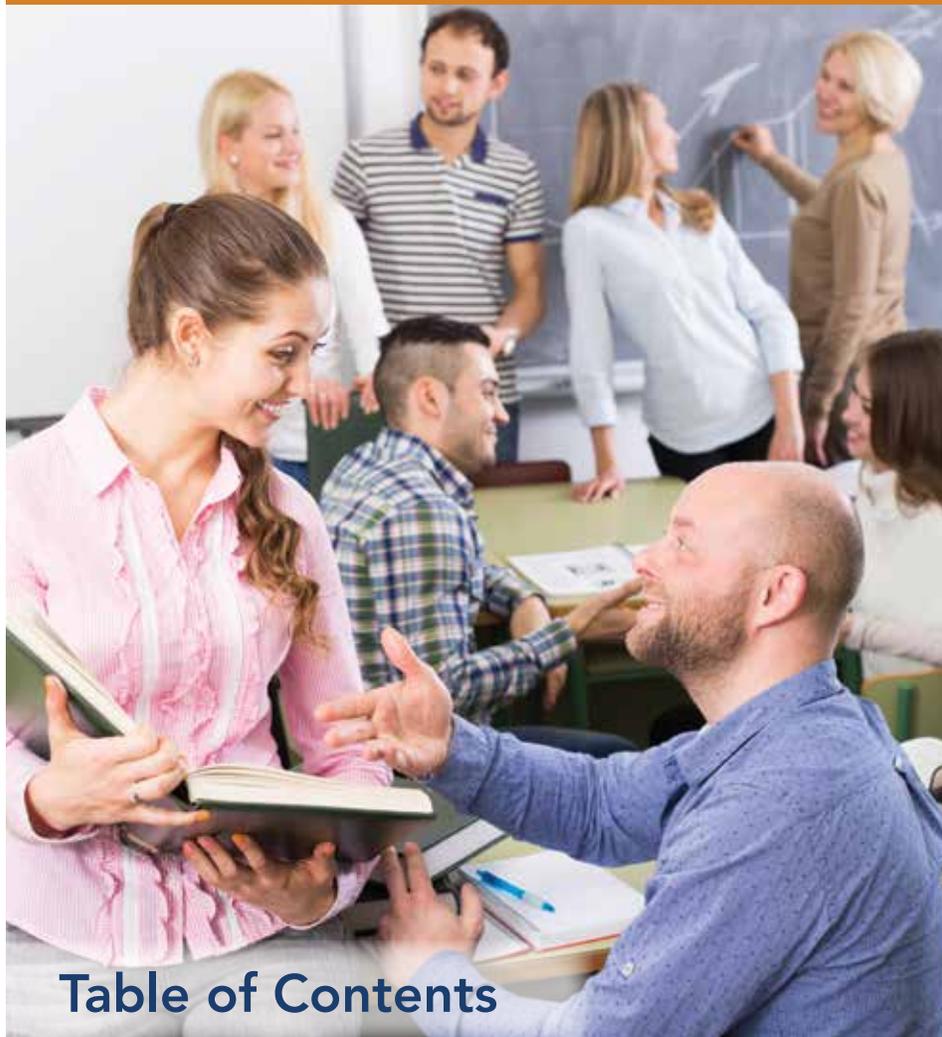
The Association Representative (AR) Handbook is a collection of materials designed to assist the association representative in his/her role as an action leader and organizer. This book provides many helpful organizing tools and suggestions for everyday issues.

*The handbook can be utilized in the following ways:*

**Training Device:** A knowledge of the contents of the book will provide potential association leaders with basic information about association activities.

**Reference:** In working with the association membership or consulting with NJEA/NEA UniServ field reps, the book serves as a reference guide.





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## Association representative

### *AR structure*

NJEA and NEA urge local associations to create an AR structure in each worksite. The association representatives should meet regularly with the principal of the building to establish a relationship which acknowledges the importance of the AR as an association leader. With few exceptions, each worksite should have at least one AR for every 10 to 15 members. In large worksites, it will be necessary to have one AR serve as Senior or Chief AR. In that position, the senior or chief representative can serve as a catalyst, getting the other ARs and the members in the building to organize to achieve association goals.

All ARs should be members of the Representative Council or Representative Assembly, which is usually the policy making body for the local association.

### *An action leader*

The association representative (AR) is a vital association leader. NJEA and NEA consider this important position essential to efficient association service. ARs assist 10 to 15 members under an ideal organizational plan. By representing so few members, the AR is able to understand their needs, offer immediate assistance and represent them accurately in association meetings.

The AR offers every local association the opportunity to have face-to-face personal contact with members – the best communication possible. The AR is truly an “action leader” because the association’s successes depend to a large degree on the ability to tell the association story to members, reflect members’ needs and beliefs to decision makers, and provide prompt association support to individual members when help is needed. The varied AR role – and its importance to an effective local association – is obvious when the AR’s duties are examined. As an action leader, an AR serves association members as:

- **Advisor** – The AR is the first person a member contacts when information is needed about association programs and services.
- **Advocate** – The AR who knows what standing together can do for members is the chief proponent for a strong, unified profession.
- **Communicator** – The AR makes sure that all association-related information is distributed, posted or in some other way available to members. A file of special NJEA/NEA publications helps the AR answer members' questions.

- **Contract Enforcer** – The AR must know the current negotiated agreement between the association and the school board. Association representatives make certain that violations of the contract are corrected promptly by assisting members in taking appropriate action.
- **Organizer** – The AR actively recruits members into professional association membership by understanding and promoting services and functions of local, county, state, and national associations. And, as an organizer, the AR works

to gain active participation of all members in association programs.

- **Problem Solver** – The AR assists members by identifying problems at early stages and resolving minor difficulties before they become major association concerns.
- **Spokesperson** – The AR communicates members' ideas. ARs report member concerns directly to officers or to the Association Council on which they serve.

Contact your UniServ office for a more detailed look at the AR's vital role in an active local association.

## AR Responsibilities

### As a Communicator, I:

- understand and communicate what it means to be a member of the profession of which I am an important part.
- am an active listener to member concerns about the association.
- make use of association resources to respond to those concerns.
- inform the association of member concerns and vice versa.

### As a Promoter & Maintainer of Membership, I:

- recognize that people join the association for various reasons.
- approach potential members on the basis of their self-interest.
- encourage member involvement in the association because involvement leads to commitment.

- show a personal interest in the welfare of members (problems, recognitions, birthdays, etc.)

### As an Organizer, I:

- know the people I am supposed to represent (constituency).
- use a personal approach in my relationship with the people I represent.
- have credibility because I follow through.
- work well with other leaders.
- am the association in the eyes of my constituents.
- attend NJEA, county, and/or local training to increase my knowledge and skills.

### As an Advocate for Members, I:

- know the contract and school district policy.
- understand the grievance procedure and explain it when necessary.

- listen to complaints and grievances.
- represent members in complaints and grievances.
- advise members accurately as to alternatives when they have problems.
- know where to turn for technical advice and assistance.
- have experienced the reward that comes from helping others.

### As an Association Legislator or Policy Maker, I:

- understand and can explain how association governance works at all levels.
- assist in formulating and carrying out policy and programs.
- feel accountable to my constituency and their best interests.
- communicate policy decisions to constituents to increase understanding and support.

## Some AR fundamentals

### AR self-evaluation

You've learned to be an effective AR when . . .

- Members come to see you with questions.
- You have a "sense" of things not being right in the building.
- The supervisor or principal comes to you with questions or problems.
- You can accurately predict a vote on a given issue in your building.
- You have learned to "keep your cool" in the midst of any hassle – regardless of the heat that may have been generated.

### Principals Need ARs

Both the AR and the principal benefit from a cooperative, respectful day-to-day relationship. The principal looks good when problems are solved early and without fail. The principal needs an effective AR. The principal's days run smoothly when the AR reports regularly with comments such as:

*"Everyone seems to be happy with your resolution of the bus-duty issue. You did a good job."*

*"Some members are questioning the meaning of this paragraph of your memo . . ."*

*"I'm hearing questions about signing out . . ."*

*"The art teachers complimented you on how you worked out the supply problem last week."*

When the AR keeps the members happy and makes the principal look good, the principal is motivated to work cooperatively with the AR, who in turn, looks good in members' eyes.

### Creed of the AR

I believe –

- That as long as members approach me, sincerely wanting answers, I will never hear a "stupid" question.
  - That I do not develop a follower by making him a loser in a debate.
  - That my own opinion of what is just or who is "right" has no bearing on my responsibility to ensure that members receive every right to which they are entitled.
  - That members yearn not so much for my opinion, my logic, or my information, as they seek relief from threats and harassment, the satisfaction of working without suffering administration-induced frustrations, and the feeling that they work each day among supportive colleagues.
- That although "grippers" may not be doers, I can use my skills in human communication to transform wasteful talk into productive action.
  - That even when I am certain I know the consensus of the members in my building on a particular issue, I can reinforce their satisfaction and feeling of involvement if I regularly ask their opinions anyway.
  - That members become followers when they feel supported, that the surest way to discourage members from becoming followers is to shoot them down with indifference.
  - That the members' day-to-day existence provides almost no evidence of positive feedback; that praise is a rare event in working; that from one week to the next I may be the only source of encouragement to members in my building; that my few words of praise and support could make a difference I will never realize.
  - That in a negotiations year especially, ARs are the most important element in the drive for a contract; that regardless of the highly developed skills of the negotiation team, the association effort will fail or stop short of member expectations unless ARs use their skills to generate staff unity.
  - That I can probably not succeed in my role as organizer of a widely diverse mix of human beings unless I have fun doing it.





## Communicator

Whether communication is one-way or two-way, oral or written, it is a highly complicated process of interaction. Realistic leaders should bear in mind two powerful and subtle factors that are present in every interaction between human beings:

- ***We always communicate at two levels:***

1. topic or task level
2. emotional or feeling level

- ***The personality – the self*** – is inextricably involved and influences what is said and heard. We are constantly transmitting information about our self-image, our needs, our values, our expectations, our goals, and our perception of the other person.

With this in mind, let us look briefly at some guidelines that will help us

to deal with common barriers to communication:

1. When we possess a piece of information, take an action, or make a decision, many communication barriers can be avoided if we will ask three simple questions:
  - a. “Who should know about this?” In deciding with whom to communicate, it is often helpful to consider:
    - Those affected by the information, action, or decision
    - Those who will have to implement the action or decision.
  - b. “What part of the information that I have does the other person need to know?”
  - c. “When does this person need to have this information? Right now, or can it wait? If it can wait, for how long?”
2. Recognize that people find it very difficult to say to another person, “I don’t understand what you are saying to me.” It is seldom useful to give information or instructions to another and then to ask, “Do you understand?” Most people will nod their head and say, “Yes.” To do otherwise is to admit either that you weren’t listening attentively or that the speaker was not clear. For example, when delegating a task to another, it is preferable to give one part of the instructions or information and then to get feedback to see if you are being

understood. It is often desirable to ask the listener how he plans to go about accomplishing the task. From his explanation, you can determine whether or not you have communicated effectively.

3. When it is obvious that a project or task will have to be delegated, involve the person to whom the work will be delegated in all communication about that task or project as soon as possible. Often a leader has many conversations and communications about a job to be delegated. Perhaps hours or days have been spent with groups and individuals discussing it. The leader then attempts to give a 10-minute "third person" summary to the subordinate to whom the job is being delegated. The subordinate, if in on the communications as early as possible, will get the "flavor" and "intent" of the task and thus significantly reduce the possibility of a communication "misfire."
4. When possible, always check with the source of an action request. When a communication passes through several persons, it is extremely vulnerable to change. Checking with the originator of a request can often prevent much time spent in taking action that is off target or unwanted.
5. The primary burden for ensuring that communication barriers are reduced is on leaders. They are presumed to know more about the process than others. It is one of the

prices one pays for leadership. While leaders may often want to behave like normally reacting human beings, they must initiate and maintain good communication techniques.

6. Leaders must let those with whom they are communicating know that they are "getting through." Once people feel that they are being understood, they tend not to be so unreasonable or to defend their positions so vigorously.
7. When people are in trouble, it is best to meet their need first and to counsel them later. The reason is simple; it is difficult to be objective or to listen accurately when enmeshed in a situation calling for immediate remedial action. LaFontaine in "Fables" expressed this effectively when he wrote, "Ha, my friend, get me out of danger; you can deliver your speech afterwards."

### **Emergency First Aid for the AR**

The first stage of an incident is often filled with trauma which hinders clear thinking. Therefore, it is vital that members be warned against taking precipitous and potentially unwise action. In the first few minutes or hours following an incident that poses a threatening outcome for a member, the AR should be prepared to do the following:

#### **Warn members –**

- Not to make spontaneous responses to charges brought against them.

- Not to appear at any accusatory hearing (including a meeting with an administrator) unless accompanied by association representation.
- Not to attempt to defend themselves alone.
- Not to accept "an opportunity to resign."
- Not to agree to any proposals, whether orally or in writing.
- Not to submit any written statement to administrators or school directors.
- Not to refuse to carry out an order of an administrator, or even though doing so would violate the contract (the UniServ rep will advise the member concerning exceptions to this rule).

#### **Advise affected members –**

- To write down immediately everything that happened – a narrative including time, date, location, names of involved persons, witnesses, and actual words spoken.
- To get advice early from association representatives – not to wait and see what happens.
- To keep copies of all correspondence and papers relating to the situation.

**Note** – Many a career has been damaged as the result of a member's failure to pay early heed to one of these cautions.



## Try the 10-minute meeting

Try a 10-minute meeting with the members you represent. ARs who hold regular building meetings – especially in difficult times – have the best shot at strengthening membership rapport. ”But they won’t stay for a building meeting,” you complain. “They say they’re too busy.” Try promising a 10-minute building meeting – timed by the clock. You have to rule with an iron hand and few words, but you can do it.

Following are a sample announcement of the 10-minute meeting and a sample agenda to distribute at the start of each one. See the guide for planning such a meeting.

Ask members their opinions on association matters. Let them have a voice and the feeling that their opinions count in the decision-making process. Note on the sample agenda that members still have the oppor-

tunity to let off steam through the tear-off on the bottom. The association representative can then talk on an individual basis to those who write down their concerns. Make association meetings snappy and businesslike.

## Sample Agenda

### Association Meeting – Nov. 2 – Forbes Junior High

- A. What was discussed at rep council or Executive Committee last time? (2 minutes)
- B. We need your opinions about \_\_\_\_\_.  
Your views will be presented at the next rep council meeting. (4 minutes)
- C. Latest developments on the problem of \_\_\_\_\_. (3 minutes)
- D. An Association victory you should be proud of (1 minute)

**Time’s up!** We told you we could do it in 10 minutes!  
Don’t forget to leave your questions and suggestions at the door.

We’d like to have a meeting about \_\_\_\_\_.

# Sample Announcement

10-minute Association Meeting – Wednesday, November 2

(10 minutes. Don't believe it? Then bring along your stop watch.)

We're negotiating this year – and it will be YOUR contract. The Association is determined to keep YOU informed. Association leaders need YOUR ideas.

## Remember – only 10 minutes!

We begin at \_\_\_\_\_ sharp. (time)

We meet at \_\_\_\_\_. (place)

We wind up at \_\_\_\_\_ sharp. (time)

Honest, it really is a 10-minute meeting. If you're a doubter, come and time us!

## Time

- 2 minutes: (minutes 1-2)
- 4 minutes: (minutes 3-6)
- 3 minutes: (minutes 7-9)
- 1 minute

## Agenda Category

- A. Current Issues Update
- B. Our Hot Issue
- C. What's on Your Mind?
- D. A Success or Problem Story

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## Topic

Brief review of major topics discussed at last month's rep council meeting. Here is a current issue. We need your ideas before we go to the next rep council meeting.

A review of a current issue that concerns members in this building. We're having some success in this area, or we're optimistic in this area, thanks to YOUR efforts. Keep up the good work.

## OR

We are having a problem in this area. We need your help in dealing with this.

## Rationale

We're keeping members informed. We try to reduce the back-room attitude so often prevalent during negotiations. Keeping members informed is not a matter of how much they are told. Rather, it's a matter of feeling that leaders are working to inform them. Personal contact prevents rumors from "hurting" staff morale or Association credibility.

This reinforces in members' minds that their opinions are actively sought and presented to the council meeting. This may be the most important issue to come up at rep council. Members need to feel that the Association is conscious of their needs. Often just talking about a problem gives considerable relief. Praise. Encourage. Nourish the members. Develop a spirit of optimism. An all-is-lost attitude, culminates in "I give up." Low morale kills support for Association goals, especially during a prolonged impasse or crisis. Personal contact builds confidence. Level with your members. Obtain their creative ideas in approaching the problem. Ask them to think of solutions between now and the next 10-minute meeting.

**Time's up!** We told you we could do it in 10 minutes! Don't forget to leave your questions and suggestions at the door.



## Promoter & maintainer of membership

As an association representative (AR), your primary role is that of a communicator – the person who is the first source of information for the members or the first person who gets the complaints. In effect, you are “The Association” in the minds of the members, and your reputation as a person the members can trust and believe is often enough to get employees to join or maintain their membership.

However, most ARs feel more comfortable if they have a fairly well-structured picture in their minds as to how the Association functions, and what its goals and programs are. Therefore, this section of your handbook is designed to

give you the basics of membership promotion.

The following pages will give you “basics” on membership promotion. Use them to assist you in this most important organizational function.

### *When to recruit*

Membership is the life blood of the association. It’s the source of our support – financial and personal – and the acknowledgment by the members of our bargaining units that their interests are being represented.

Membership does not merely happen. It must be promoted and

maintained by officers and ARs who recruit new members and keep them informed and involved. It is also important to understand that even though your initial efforts are to get a prospective member to enroll, your membership plan should include ways to engage them once they join.

### *New Employees*

If your association is typical of local associations across the state and nation, you are already experiencing an influx of new members. Many of these new members are totally new in the profession while others are new to your school district. What started out as a trickle just a

few years ago has become a steady stream as the upper end of the baby boom generation retires.

The days of signing up new members only in the fall are over. As more and more members retire mid-school year, organizing new members has become a continuous task. In addition, your association needs to go beyond just recruiting new members. They must develop a year-long program to engage new members. The most important factor in organizing and engaging new members is personal contact by the association as soon as possible after the new employee is hired.

### Some suggestions for doing that are:

- Get the names, home address, phone number, and e-mail addresses, of new employees as soon as possible after they are employed. Don't wait until September. Your superintendent, board secretary, or payroll office should be the best source of information.
- With the traditional welcome letter, send new members a thank-you note for joining the district.
- Invite new members to a social event before the start of the school year. Remember to keep it a social event and limit the amount of association business.
- Communicate success to members regularly through a newsletter, flier, e-mail, website, or personal contact.
- Generate segmented and targeted fliers for each category of membership.
- Send a special year-end certificate of thanks to first-year members.
- Make additional personal contacts with first-year members

that are above and beyond the norm through phone calls, e-mails, special newsletters, etc.

- Establish a buddy system for new members.
- Send a member profile form to new members to gain details.

### Employees already on the payroll:

Unfortunately, in some school systems there are a few people who do not pay their dues. They have found a "reason" that makes them comfortable as nonjoiners. They don't pay their share and tend to resent being asked to do so. You should first orchestrate with your association membership chair to making sure these individuals are reported to NJEA as representation fee payers. The best time to recruit these people is the same time you are doing the recruitment of new members. Remind them occasionally during the year that the association has negotiated for their salaries and fringe benefits, that the law requires you to represent them, and that their colleagues expect them to pay their share of the costs of representation. When all attempts to recruit these people fail, negotiate the Representation Fee as permitted by law. New legislation (Assembly Bill No. 2372), enacted in August 2002, now requires public employers to deduct a representation (agency) fee for nonmembers in certain circumstances. Contact your UniServ office for assistance. Good luck as you proceed.

### Recruitment tips for success

Always try to . . .

- Have a membership application, pen, and "New Member Employment Folder and Brochure" with you.

- Use a personal contact. NJEA's new member materials are only a means to an end and it is not the way to promote membership. Call attention to specific benefits or programs in the materials which might be important.
- Know your prospective member. Try to learn something about the potential member's interest prior to meeting.
- Work in pairs, but don't "gang up" on the nonmember. Enlist help of those members who have a good rapport with specific potential members.
- Make appointments to discuss membership at a time when full discussion of issues is possible.
- Be constantly optimistic about what the association can accomplish.
- Convey a friendly, helpful attitude. Regardless of what's said, keep your cool. Exude confidence and enthusiasm.
- Show your personal conviction for membership.
- Ask questions designed to involve the listener in thinking about the situation.
- Listen carefully to learn biggest problem(s) or interest(s). Ask for suggestions for improving the organized profession (take notes).
- Be prepared to answer questions.
- Help potential members find details they seek. Don't forget to show them the new member section on NJEA's website *njea.org*.
- If you can't get membership during the first discussion, make an appointment for another meeting before leaving. Leave the materials with the person

and let them know that this is just a sample of the many professional tools available through their membership. They just might feel more comfortable signing the application without your presence. If not, be sure to bring another form with you at your next meeting.

- Use well thought-out follow-up techniques. When necessary, assign a different person to go back on the second contact.
- Forward membership information immediately to the local membership chair.

### *Why people join the association*

“Membership is doing for yourself what you cannot do by yourself. It is an investment in your future. It is not a purchase or a donation. Consider membership for its long-range benefits rather than immediate results.”

- Someone asked. Few people join an organization without being asked. School employees will join the association when a knowledgeable and credible recruiter convinces them that their employment interests are best served by joining.
- Protection. School employees are very much aware of the many demands being placed on today’s school systems. They know that their job security, their salaries and fringe benefits and their working conditions will be protected and improved only through an organization which fights to enhance their careers.
- Professionalism. Many school employees know that their professional interest can be advanced by adding their

strength and numbers to the association’s long standing commitment to the goals of public education. They join to continue that commitment.

- A Special Service. Some people join the association to take advantage of one or more of the many special services made available through the potential purchasing power of the association’s broad base of membership. These services can save members a great deal of money especially when they purchase one or more of our insurance programs.

### *What does the association do for me?*

- Protects you from improper and illegal dismissal or suspension (call your UniServ office right away).
- Negotiates your contract – improves it and fights off attempts to strip it.
- Represents you in Trenton in the Legislature and with the various commissions and agencies that affect your work life.
- Continues to advocate for your retirement benefits.
- Provides full-time professional staff alerted to your professional needs in the speed of a phone call.
- Floods the state with image-building billboards, news releases, features, educational materials, coffee klatches, TV ads, Social Media (Twitter & Facebook)
- Puts on an annual battle to win subsidy money for school districts and colleges (directly benefits your contract).

- Helps you to enforce your contract.
- In case of trouble, provides staff and legal assistance as appropriate.
- Analyzes your district’s budget to find funds that otherwise would be hidden from the negotiators of your contract.
- Provides access to low-cost member-only disability insurance plans.
- Trains your local leaders in techniques of bargaining your contract; protecting it from abuse; advising you in safeguarding your job, retirement income, working conditions.

### *What do I get for my dues dollars?*

Your dues dollars generate big dividends. Did you know that because of NJEA’s hard work, when you retire after 25 years of service, you earn lifetime health benefits? This benefit alone allows you to recoup all of your dues investment in just the first two years of retirement.

### *NJEA also advocates for you in many ways.*

- NJEA provides a multitude of professional development opportunities, such as the NJEA Convention.
- NJEA lobbyists pursue legislation that protects our members and public schools.
- NJEA members are eligible to receive scores of discounts through the Consumer Services program.
- NJEA publications provide up-to-date information on issues affecting members and their professional careers.

- NJEA field staff bring negotiations expertise to your local's doorstep.

These are only a few of the services brought to you from NJEA headquarters and 21 UniServ offices located across the state.

## Answering the hard questions

### How will I afford it?

Your membership starts as soon as you enroll. Fortunately, through automatic payroll deduction, just a portion of your dues is deducted each month. This way, you have the entire year to pay. However, your membership benefits such as free legal protection, discount consumer services, conference offerings, and negotiations service begins immediately at the time of enrollment.

### I just don't believe in joining anything. Why should I join now?

Your association serves many roles. It not only works to improve your working conditions, salaries, and benefits, but it also provides many professional development and mentoring opportunities. Because of your association, you no longer have to worry about being dismissed for unfair reasons or losing your health benefits. You will have the chance to attend a variety of enriching workshops and conferences. You can play an important role in the continual improvement of your profession. Your membership alone will strengthen your association. And perhaps as you get more familiar with your association, you might even want to take an active role.

### As a new member, will I have a voice in the association?

Our association is proud of its democratic principles. Every member has

an equal voice and a vote every time your association takes action. You also have direct representation to the NJEA Delegate Assembly (DA), Executive Committee, and NEA Representative Assembly (RA) through the representatives you elect to office. New Jersey also has 11 representatives to NEA's Board of Directors.

### Why are dues so expensive?

Dues are actually comparable to membership in many professional associations. However, in addition to the professional development opportunities, you also have a strong organization striving to improve your working conditions, salaries, and health benefits.

### I don't see what the state association or NEA does that the local association can't do. Wouldn't it be better to spend my money for a local association?

Through your state and national dues, you have a powerful presence in our state and national capitals. Your state and national organizations give you a voice on important issues such as school funding, facilities, curriculum standards, standardized testing, and privatization.

In addition, we benefit from state-wide public relations programs and are able to attend high quality regional, state, and national advocacy and professional development workshops and conferences.

### What if I don't agree with a lot of things that the association does?

That's okay. If you think about it, we seldom agree with every activity of both the Senate and House of Representatives. And we would never consider giving up our voting rights. As a member, your voting power would give you a chance to make changes.

### Why should I join when I will get all the salary benefits negotiated anyway?

Maybe. School boards are getting more and more sophisticated and want to know how many people the association represents. Joining shows the school board that all of us are together behind negotiations.

### My wife (husband) is also a member. Why should we pay double dues?

Because you're guaranteed double benefits. Membership isn't altogether unlike an insurance policy. If one of you has an accident, it doesn't help if the other is covered. The same thing applies if one of you needs legal assistance. If only one of you join, then the other one doesn't have the chance to attend any of the advocacy and professional development offerings. Membership benefits come with membership. Both of you have a big stake in the success of your association. Unless both of you join, you are only giving half of your support to your own cause. We need strength and numbers in local negotiations and in state and national lobbying.

### Why should I be involved in politics if I don't believe school employees should be involved in politics?

There are lots of ways to get involved in your association besides politics. But it is still important that your local, state, and national organizations stay involved. Their efforts help elect friends of education who work to increase school funding, improve facilities, reduce class sizes, and protect threats to public education. NJEA's involvement in political campaigns is driven by PAC (Political Action Committee) funds, not dues dollars.

*Finally, consider some arguments for the chronic nonjoiner . . .*

Every employee not joining gives the school board some hope that some unit members aren't behind the negotiating team. That can hurt everyone. It can mean the difference between an agreement reached reasonably and a possible impasse or strike while the board tests the

unity of the staff. The same result can happen on a state level when your state association lobbies for school funding, better facilities, and improved professional development opportunities. In short, we're all in this together and the decision of one person to stay out of the organization has an impact on every school, every employee, and every child.



## Organizer

As an association, there are many times when simple problem solving does not do the job, and we have to engage our members in a campaign to make changes or keep what we have fought for over the years. The role of the AR is important to organizing our members on these important issues. You will need to recruit people to help you.

### *Here are some common questions when organizing members:*

#### 1. How do I get people to do a job?

Ask them in person and not by an email. Few people will volunteer their services. This does not mean that they don't want to be active, however. People wait to be asked.

#### 2. Who should ask them?

If possible, someone they know and trust; someone whose influence they respond to; a friend, a neighbor, a colleague in the same department or work site, a person with prestige in the association. But if you cannot arrange for someone else, do it yourself. Remember that the act of asking is itself important. After this has been done, be sure that the new recruit is welcomed by the leader of the committee. The most effective combination is, therefore, being asked by someone he already knows and being welcomed by whoever is heading up the activity.

#### 3. What do I tell them?

a. Make clear what job you are asking them to do, and be sure it has a definite beginning and end. People do not want to sign

up for life, so do not get them to over-commit themselves.

- b. Ask people to do things they can do well and are interested in, especially in the beginning. People are more willing to begin things they know they can do, and have an interest in. Later when they are really a part of your group, they will be more willing to try new things.
- c. Tell each person how his/her job fits in with the big picture. People want to understand things that they are part of and work best when they know that others are really supporting and depending on them.
- d. Let each person know that his/her help is needed. If the person feels that you are just "looking for people," the person will also

feel easily replaceable and less responsible for doing a job.

- e. Discuss their own goals and how they fit into those of the association. People have their own reasons for volunteering, and you need to know them in order to lead effectively. Also, you must help people keep their expectations realistic; otherwise you will not be able to meet them.
- f. Ask what they would like to know and give them plenty of time and help in raising questions. Many people are reluctant to ask questions, but they will work better after they have done so.
- g. Do these things in person, do not rely on printed circulars, letters, e-mails, and phone calls. There is no substitute for talking face-to-face. It lets the person know that you consider the discussion important, and it gives you a chance to get acquainted with them.
- h. Be enthusiastic about the importance of your work. Working on behalf of the people who work in public schools is something of which you should be proud. Enthusiasm is contagious – it will get across to the people you talk to and they will respond to it.
- i. Before you start a discussion with someone take time to think about how you got involved and the first time someone asked you to do something for the association. You need to be able to relate to the members you are asking to volunteer their time.

### *Ideas for making committees function effectively*

1. Committees should be appointed only when there is a specific job to be done. The president should outline the general work of each committee with its chair and supply or suggest sources of materials.
2. For each activity, get agreement on group goals. Achieving them will give everyone a real feeling of accomplishment. If there are no challenges, members feel that activity is unimportant.
3. Get enough people to do the job. Overworked volunteers stop volunteering, and besides, the extra lift of the group really begins when you have at least seven or eight people involved.
4. Be sure members know their jobs and positions in the group. It's not enough for you to know; ask the volunteers and listen to make sure each individual knows as well.
5. Keep your committee together. Call meetings regularly; don't keep in touch with each person separately. People need to see and to feel that they are part of something big, not just hear about it from you. Let members share in deciding what jobs to do, how they can best be done, and who can do them best. They know some things you don't and they will work harder for things they decide for themselves.
6. Committees in the local association should meet at a time and place conducive to full discussion.
7. Do things at meetings. Transact business; make decisions; review past work; plan new tasks. People will be more committed to tasks that have been agreed on in the group. Besides, they won't keep coming to meetings unless they accomplish something.
8. Each committee, after the first meeting, should submit a written report to the Executive Committee about plans formulated, dates for action, and funds needed.
9. Committees should prepare reports of the work that was done and make recommendations for what ought to be done next. These reports should be used to guide future committee activity. Keep a permanent file of committee activities.
10. Continuity of committee appointments is desirable. Not more than two or three persons should be new to the committee each year.
11. Use the association newsletter and meetings to pay tribute to committee members.
12. Pay attention to people who don't meet committee standards and expectations. If you ignore their failure, other members will follow them. If a member doesn't live up to committee standards, speak to the volunteer personally asking frankly what the problem is. Be encouraging; offer help. Other members can speak and show interest. Reassign the person to another job if necessary.
13. From time to time, the chairs of all committees should report to the Executive Committee.
14. A workshop for all committee members and association officers is helpful in getting activities started early.

15. Let each committee, together with the Executive Committee, evaluate the year's activities and make recommendations for the coming year.

### **Ideas for finding volunteers ... and getting to work**

Most associations have a difficult time finding enough people to work on association committees and projects. Here are a few ideas that can help:

1. **Personalize.** When you need workers, ask for them personally. Few people volunteer their services. This doesn't mean they don't want to help. People simply like to be asked.
2. **Rely on friendship.** Have someone they know and trust do the asking. People respond more positively to someone they know. Isn't it harder to say "no" to a friend than a stranger?
3. **Welcome new workers.** If a person agrees to help, welcome the new volunteer. Establish the feeling of belonging and being needed early. New volunteers lose their enthusiasm if they feel neglected or taken for granted.
4. **Reduce risks.** Make the jobs new volunteers are asked to do as nonthreatening as possible. People don't like to take risks. Prime considerations to make when assigning tasks include:

- a. **How much time will it take each day or week;** and how long will the project or committee last? People won't sign on for life, so don't over-whelm them.
  - b. **How "public" will the job be?** Personal risks increase with the amount of exposure individuals receive. New volunteers often won't agree to get involved in coffee klatches or other "public" tasks, but will do jobs where they are not visible to the community, administration, or school board.
  - c. **How difficult is the work?** New volunteers can often be induced to take on more jobs if they first have a few successes to look back on. Start new workers with relatively easy tasks and build on such success. Don't ask the new volunteer to take on difficult or complicated jobs too soon.
5. **Stress importance.** Make each volunteer feel important. If members believe you're "just looking for people" they'll feel easily replaceable and less responsible for doing the job.
  6. **Set time limits.** Make sure each job or committee has a definite beginning and an end. Let your members know when they'll be able to get "out from under."

7. **Start slowly.** Ask new volunteers to do things they can already do and which they already like to do. Remember, reducing risks for new volunteers is important.
8. **Relate face-to-face.** There is no substitute for face-to-face communication. Do all these things in person; don't rely on fliers, letters, or phone calls to do your recruiting job.
9. **Be enthusiastic.** Stress the importance of the work. People will respond according to your mood and presentation. Don't apologize for or belittle the work. If it wasn't necessary, you wouldn't ask.
10. **Set high standards.** The members will take their cue from you, and no one gets more than they ask for.
11. **Lead with assertiveness.** Deal quickly and directly with those who don't meet your expectations. Be encouraging and offer help, but be prepared to reassign the person if necessary. If failure is tolerated or ignored, others will either follow or drop out with a "what's the use" attitude.
12. **Reward good work.** Recognize and reward good work – publicly. What you can do will depend on the local situation; but remember, everyone likes a pat on the back. The members receive little "personal" reward from most jobs and a simple "thank you" from the association can go a long way.



## Who's who in the organization

Name		School Phone	
Title	Personal Email	Address	Home Phone

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**President**

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**Vice President**

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**Treasurer**

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**Secretary**

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**Pride Chair**

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**PR Chair**

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**Government Relations Chair**

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**Negotiations Chair**

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**Professional Development Chair**

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**Human Relations Chair**

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**Grievance Chair**

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## The AR's monthly checklist

### Monthly planning suggestions . . .

#### August

- Update members on the status of negotiations/grievances.
- Get the names of new staff members and set up a buddy system to contact, support, and recruit them.
- Explore NJEA at *njea.org*.
- Plan a new member reception/orientation.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

#### September

- Update members on the status of negotiations/grievances.
- Distribute membership promotion materials.
- Attend NJEA Collective Bargaining Summit.
- Continue new member activities.
- Change the association bulletin board.
- Begin plans for American Education Week.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

#### October

- Update members on the status of negotiations/grievances.
- Set up a telephone tree or other way to contact members at home.
- Complete plans for American Education Week
- Continue new member activities.
- Explore NJEA at *njea.org*.
- Publicize NJEA PAC-endorsed candidates.
- Plan a get-to-the-polls campaign for Election Day.
- Report on what's happening in legislation.

### In my local I should ... . . .

#### August

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#### September

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#### October

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Promote attendance at NJEA Winter Leadership Conferences.

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Promote NJEA Convention.

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Meet with members regarding any problems they may have.

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Meet with supervisor(s) to discuss member concerns.

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## November

Update members on the status of negotiations/ grievances.

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Continue new member activities.

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Change the association bulletin board.

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Encourage members to vote for friends of public education on Election Day.

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Attend NJEA Convention.

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Celebrate American Education Week – don't forget that National ESP Day is part of this week.

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Meet with members regarding any problems they may have.

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Meet with supervisor(s) to discuss member concerns.

## November

## December

Update members on the status of negotiations/ grievances.

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Continue new member activities.

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Report on what's happening in legislation.

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Send greeting cards from association to legislators.

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Social event for members?

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Promote attendance at NJEA Educational Support Professionals (ESP) Conference.

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Explore NJEA at *njea.org*.

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Meet with members regarding any problems they may have.

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Meet with supervisor(s) to discuss member concerns.

**January**

- Update members on the status of negotiations/ grievances.
- Continue new member activities.
- Change association bulletin board.
- Promote attendance at NJEA Legislative Conference.
- Begin planning for school board/budget elections.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

**January**

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**February**

- Update members on the status of negotiations/ grievances.
- Continue new member activities.
- Continue planning for school board/budget elections.
- Promote attendance at county legislative dinners.
- Explore NJEA at [njea.org](http://njea.org).
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

**February**

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**March**

- Update members on the status of negotiations/ grievances.
- Continue new member activities.
- Review current status of legislation.
- Change association bulletin board.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

**March**

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**April**

- Update members on the status of negotiations/ grievances.
- Continue new member activities.
- Promote attendance at NJEA Summer Leadership Conference.
- Encourage members to vote in school board/ budget elections.
- Report on what's happening in legislation.
- Explore NJEA at *njea.org*.
- Plan district-wide retirement dinner.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

**April**

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**May**

- Update members on the status of negotiations/ grievances.
- Continue new member activities.
- Solicit ideas for association programs and calendar for next year.
- Develop PRIDE Projects for next year.
- Change the association bulletin board.
- Promote attendance at NJEA Summer Leadership Conference.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

**May**

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**June**

- Update members on the status of negotiations/ grievances.
- Continue new member activities.
- Assess and celebrate how much you've accomplished this year!
- Explore NJEA at *njea.org*.
- Prepare materials for next year.
- Meet with members regarding any problems they may have.
- Meet with supervisor(s) to discuss member concerns.

**June**

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July

Update members on the status of negotiations/  
grievances.

Continue new member activities.

Meet with members regarding any problems they  
may have.

Meet with supervisor(s) to discuss member  
concerns.

July

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## Advocate

The role of the AR as an advocate is vital as membership representation is one of the many reasons unions exist. We must strive to make sure that each member has access to his/her contract, board policies, grievance procedures, and relevant statutes and legal decisions which may affect their career.

On the following pages, we introduce the many ways ARs are involved in their local associations as an advocate:

**Problem Solver:** Steps in problem solving

1. **Defining the problem**
  - a. Obtaining clarity and understanding
  - b. Being as specific as possible
  - c. Reaching agreement that the problem being defined is really the problem
2. **Gathering information**
  - a. Providing incidents or bases that exemplify the problem
  - b. Discussing issues and concerns that are related to the problem
3. **Diagnosing and analyzing causes**
  - a. Stating goal or objective for change
  - b. Performing a force field analysis
  - c. Selecting force(s) for modification
4. **Proposing solutions**
  - a. Making list of as many alternative solutions as possible or
  - b. Brainstorming or
5. **Discussing solutions**
  - a. Evaluating the merits of each alternative solution
  - b. Ranking alternative solutions from best to poorest
6. **Deciding on a solution or a series of solutions**
  - a. Choosing a solution which seems feasible, i.e., has potential for success
  - b. Choosing a solution which we can actually implement.
7. **Planning action steps**
  - a. Listing detailed steps for implementing solution(s)
  - b. Planning specific steps that we as individuals can take

## 8\*. Evaluating our way of working with one another during the problem-solving process

- a. Expressing our feelings and opinions about the way we are working (or will work) together
- b. Planning ways in which we can improve our working relationships

*\* Although Steps 1-7 are sequential, Step 8 should be implemented concurrently throughout the process.*

## Negotiations

### AR hints in a bargaining year

- Bargaining can create stress. Members therefore need feedback on the process.
- Members feel a part of the bargaining when they have invested their time and thoughts in the process. Encourage them to offer input.
- When bargaining becomes difficult, we are wise to work hard to maintain a steady optimism.
- Maintain membership rapport. All our statements on bargaining should remain positive – right up to the end.

- Whenever possible, avoid an aura of secrecy surrounding negotiations. Provide frequent communications.
- Negotiation team members can become very frustrated during bargaining. Support your team members, especially through oral communication in the building.
- When all is said and done, the most important factor in the negotiation process is care of the membership. No action should be taken that threatens the unity and rapport of members.

## Negotiations Overview

### N.J. Law requires school boards to:

- Recognize and negotiate in good faith with the employee organizations on terms and conditions of employment.
- Enter into written agreements with such employee organizations.
- Negotiate written policies setting forth grievance procedures which may provide for binding arbitration as the terminal step.

### N.J. Law provides school employees with fundamental rights:

- The right to form, join, and assist any employee organization (or to refrain from such activity).
- The right to be represented by an employee organization for negotiations with the employer.
- The right of the majority representative to act for and to negotiate agreements covering all employees in the unit. The majority representative also assumes responsibility for representing the interests of all such employees without discrimination and without regard to employee organization membership.

Provides for an autonomous N.J. Public Employment Relations Commission (PERC) to administer the act. The commission is composed of seven persons appointed by the Governor, by and with the advice and consent of the Senate. Two members are representatives of the public, two are representatives of public employees, and two of the public employers. The chair is the Executive Director of PERC.

## **NJEA Jim George Collective Bargaining Summit & Award**

Jim George was a driving force in NJEA's quest to secure collective bargaining rights for school employees. His long relationship with NJEA began when he was a teacher leader in Cinnaminson. An activist at heart, he served the Cinnaminson Teachers Association as its treasurer and then local president.

At the forefront in the fight for member rights, Jim is best known for his stirring remarks at the 1967 Asbury Park Rally for Teacher Rights. It was then Jim spoke the words that would become the inspiration behind NJEA's Collective Bargaining Summit: "A new order is at hand. A new generation has been conceived – and we are not afraid."

Jim George joined the NJEA UniServ staff in 1967 and served members in Burlington County until 1986 when he became a UniServ coordinator serving the southern portion of the state. For 28 years, prior to his untimely death in 1995, Jim George inspired NJEA members, leaders and staff. It was Jim George who first suggested that NJEA hold a collective bargaining summit to reinvigorate the Association's commit-

ment to bargaining. His legacy lives on through the summit and award which bear his name.

### **Criteria for Award**

The Jim George Collective Bargaining Award recognizes local associations that are true "trend-setters" in the collective bargaining arena.

A local can qualify for the award by meeting one or more of the following four criteria:

- First, if it bargains one or more new contractual provisions not already found in another affiliate's contracts.
- Second, if it conducted an extraordinary community organizing effort the resulted in a settled agreement.
- Third, if it used the bargaining experience to propel new members into association involvement and leadership positions.
- Or, fourth, if it achieved a particularly good settlement, in comparison to state averages, in salary increases, health benefits, professional development, and/or member protection.

### **How to nominate a local**

To nominate your local – or another NJEA local association – please send a typed letter addressing the criteria listed. The deadline for submissions is \_\_\_\_\_.

Letters of nomination should be sent to:

**Jim George Collective Bargaining  
Award Nomination  
New Jersey Education Association  
PO Box 1211  
Trenton, NJ 08607-1211**

Or use the nomination form that is included on [njea.org/jimgeorge](http://njea.org/jimgeorge)

Local associations may nominate themselves or may be nominated by other NJEA members or NJEA staff. The nomination letter must fully describe the local association's success in one or more of the criteria.

A committee of NJEA officers and staff shall review the nominations and select a recipient.



## Contract Enforcer

### *Who must enforce our contract?*

All local association members should be involved. But contract enforcement is a special responsibility of the association representatives, committee chairs, officers, Executive Committee members – in short, everyone who is a leader in the local association.

### **What steps are necessary to enforce our contract?**

#### *Local associations must:*

1. explain the new contract to members.
2. establish appropriate grievance machinery to protect the rights of bargaining unit members.

### **What is the best way to explain our contract to members?**

Local associations use different methods based on conditions. Some associations have used all these ideas:

- Conduct briefing sessions for all members to explain the contract's major provisions. Members of the negotiating team, for example, can serve as a panel which conducts after-school meetings in each building in the district.
- Write specific guidelines to new concepts and procedures in the contract. These guidelines should be given to ARs and other association leaders with specific suggestions for making certain the agreement is not violated.

- Print the contract, and distribute it to all association members. (The AR is the logical person to distribute contracts personally to the members he/she represents.)
- Obtain a copy of school board policies for distribution, as needed, to ARs.

### **ARs promote contract enforcement**

Initiate checks on the contract's enforcement. As a vital association leader, the AR is best able to detect small problems at early stages, where they can be solved with less difficulty. The AR must enforce the contract.

- Make contract enforcement a regular agenda item at AR meetings.

## What steps should be followed in filing grievances?

Many problems with contract enforcement can be remedied by prompt, informal action at the building or department level. An alert AR can prevent small violations

## Grievances

### Grievance Authority

The contract embodies terms and conditions of employment, and benefits and rights to protect members individually and the association collectively. It is an agreement between the board and the association concerning the rights and obligations of each party within the boundaries established by law.

The law which gives public employees the right to negotiate is the NJ Employer-Employee Relations Act, (NJSA 34:13A-1 to NJSA 34:13A-29 as amended through Jan. 4, 1990) It provides:

A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established. In addition, the majority representative and designated representatives of the public employer shall meet at reasonable times and negotiate in good faith with respect to grievances, disciplinary disputes, and other terms and conditions of employment. Nothing herein shall be

from becoming a crisis by using his/her own initiative.

If additional action is necessary to protect your contract, steps provided in your grievance procedure should be followed.

construed as permitting negotiation of standards or criteria for employee performance.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

Public employers shall negotiate written policies setting forth grievance and disciplinary review procedures by means of which their employees or representatives of employees may appeal the interpretation, application, or violation of policies, agreements and administrative decisions, including disciplinary determinations affecting them, that such grievance and disciplinary review procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance and disciplinary review procedures may provide for binding arbitration as a means for resolving disputes. The procedures agreed to by the parties may not replace or be inconsistent with any alternate statutory appeal procedure nor may they provide for binding arbitration of a dispute involving the discipline of employees with statutory protection under tenure or civil service laws. Grievance and disciplinary review procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered

(Does your association need training in contract enforcement? NJEA offers a training package, available from your NJEA/NEA Regional Office.)

by the terms of such agreement. [L. 1968, c.303, (7, eff. July 1, 1968, amended by L. 1974, c. 123)4]

The local association, therefore, has a responsibility to all members of the bargaining unit to manage skillfully the grievance proceedings to ensure that the rights of members are not compromised. This responsibility is often referred to as a fiduciary responsibility. Additionally, the local association can continually reinforce the confidence of the members in the organization by effective problem solving and grievance adjudication.

The responsibilities of exclusive recognition under NJSA 34:13A-1 et seq. are probably more acute in the area of grievance processing than in any other activity of the association. The law provides that the association "... shall represent the interests ..." of all personnel in the bargaining unit. Because of this provision, no decisions relative to a grievance may be made with regard to whether or not the affected employees are members of the association. Furthermore, as a responsible advocate of the interests of its constituents, the association must protect the rights of the individual employees. These individual rights must be weighed with due consideration for the interests of the bargaining unit as a whole. The integrity of the contract must be protected. Most of the time, the interests of the individual are the same as the interest of the group; however, when there is a conflict, it is the responsi-

bility of the association to resolve it in accordance with the law.

Additionally, no other organization has the right to process grievances. Once the association is recognized as the bargaining agent, it has the sole and exclusive authority to process grievances. NJSA 34:13A-1 et seq. states, “. . . a minority organization shall not present or process grievances.”

It is clear that an employee organization may grieve on behalf of itself as well as individual members. The *N.J. Supreme Court in Red Bank Reg. Ed. Assn. V. Red Bank Reg. HS. Bd. of Ed.*, 78 NJ 122 (1978), ruled that a majority representative has the right to process a grievance on behalf of an individual and that an employer may not insist that an employee pursue his grievance personally when the majority representative wished to present and process that grievance. In the case of *Saginario v. Attorney General* 87 NJ 480 (1981), the Court held that an individual employee who may be adversely affected by the outcome of a grievance is entitled to be heard at some point during the grievance processing. The individual employee may be represented by his/her association, or if the employee's position is in conflict with the association's, by a personal representative or pro se.

### Tips for ARs who process grievances

1. Investigate and handle every case as though it will eventually end in an arbitration hearing.
2. Your procedure needs a final step – arbitration.
3. Give the member a full hearing about his/her grievance and counsel the member as to the association position.

4. Make sure you are within the agreement time limits and that the grievance meets all other procedural requirements dictated by the agreement.
5. Examine the agreement and the agreement provision carefully.
6. Make a full record of both the member's and the board's positions, arguments, witnesses, evidence, and participants in all discussions.
7. Examine the correspondence records for similar or identical grievances that have been resolved in the past. It is best to know the results of grievances.
8. Carefully record all results of your investigation.
9. Present all records that are germane to the case.
10. Identify the specific agreement clauses allegedly violated. Determine whether the matter can properly be defined as a grievance.
11. Identify the relief being sought by the member and guide the member to a reasonable solution.
12. Advise the member of the collective action you and the association plan to take.
13. Fully inform your grievance committee and/or regional UniServ office of all discussions with grievant and of all decisions reached.
14. If the grievance was untimely raised or filed, argue the merits of the grievance first.
15. Make all settlements within the terms of the agreement. Discuss all matters with the grievance committee.
16. Don't ask favors of the board or administrators. They won't

forget and they will someday expect a reciprocal concession.

17. Do not depend upon the board and the administrators to assume authority for solving your problems. Exercise authority and dispose of issues promptly.
18. Control your emotions. Control your remarks. Control your behavior.
19. Pass along to your negotiating team your experience with any troublesome agreement clauses.

### Duty of Fair Representation

PERC has cited as its standard for the Duty of Fair Representation the U.S. Supreme Court's decision of *Vaca v. Sipes*, 386 US 171 (1967). In this landmark case the Court said:

“A breach of this statutory duty of fair representation occurs only when a union's conduct toward a member of this collective bargaining unit is arbitrary, discriminatory, or in bad faith.”

In subsequent cases, the federal courts and the National Labor Relations Board, to which PERC looks for guidance, have probed the vigor with which an association has investigated all aspects of a grievance, the communications between the union and affected members, the absence of procedures for handling grievances, and negligence in meeting time lines.

PERC has left open the question of whether or not a majority representative may be forced to present every grievance. It has indicated that although an organization is not obligated to present every grievance, if combined with a failure to notify the grievant of the right individually to present the grievance, such a refusal could be construed as a violation of the duty of fair representation.

Duty of fair representation is intended to protect employees from arbitrary conduct on the part of an organization. Great caution must be exercised in determining the merits of grievances. Before refusing to present a grievance be sure such determinations are made based on the facts and individual circumstances.

Because the standards set by the courts and NLRB are complex and potential penalties against associations may be costly, all association leaders and members who may be involved in the handling of grievances should receive training in the duty of fair representation as well as other aspects of grievance adjudication. Contact the regional UniServ office for grievance processing assistance and training.

### **Grievance Procedure**

The actual procedure in any contract is constructed of three major parts:

1. Definition of what is grievable.
2. Procedural steps to be followed in pursuing the grievance.
3. Terminal step of the procedure.

The grievance definition must be in accordance with NJSA 34:13A-1 et seq. The most common definition is as follows:

A grievance is a claim by an employee or the association based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting an employee, group of employees, and/or the association.

The actual procedural steps should provide sufficient opportunity for resolution of a grievance through a series of discussions at successively higher levels of decision-making authority while protecting against unreasonable delay. Normally these steps include more timelines in terms of work, school, or calen-

dar days. The number of days for initiation of a grievance and for each step of the procedure must provide sufficient time for investigation, as well as resolution.

The key element in any grievance procedure is binding arbitration. Binding arbitration is indispensable if the terms and conditions incorporated in the agreement are to have real meaning. In the absence of arbitration, the association may be subject to unilateral determinations of the meaning and application of a bilaterally negotiated agreement.

NJSA 34:13A-1 et seq. states that: "...grievance procedures may provide for binding arbitration as a means for resolving disputes." With such clear language in the law, it is apparent that any argument against binding arbitration is nothing more than reluctance by the board to recognize the impartiality of a third party in resolving employee disputes. Binding arbitration without reservation establishes the only fair and equitable manner of resolving these employee disputes.

In 1990, the law was changed so that grievances are "deemed to require binding arbitration as the terminal step with respect to disputes concerning imposition of reprimands and discipline." Even if the contract does not provide binding arbitration, the law requires it for disciplinary grievances. (NJSA 34:13A- 29).

### **Work – Then Grieve**

Management has the right to establish rules appropriate for the efficient operation of the schools provided that such rules conform to law and the board association contract. Generally speaking, the employee who is ordered to do something which, in the employee's opinion, violates the contract should tell the administration that the contract is

being violated and that the requested action shall not have to be done. If just telling the administration that the order is violative of the contract doesn't resolve the dispute, the employee should carry out the administrator's directive, tell the administrator that a grievance will be filed, and then take the steps necessary to file a grievance.

Conformity to the work-then-grieve principle can at times work a hardship on the employee which must be corrected later by an appropriate award from an arbitrator or avoided in advance by an appropriate strategy in anticipation of the administrator's directive. The major exception to the principle is when the directive is for the employee to do something which is obviously injurious to health or physical safety.

If the hazard is not readily apparent, the work-then-grieve principle applies. Guidance from the private sector indicates that under the National Labor Relations Act and OSHA, a worker must have a reasonable belief of an imminent danger of death or serious physical injury, and every possible alternative method of safely completing the work has been explored before refusing the work. This is a very strict standard which goes far beyond a good faith belief that a danger is present.

Although the contract does guarantee employment rights, its benefits must be exercised intelligently and with recognition that the law grants to administrators certain management rights. Management has the right to issue directives; the employee has the right to grieve a directive he/she feels is violative of the contract or unreasonable. Even if an order is clearly violative of the negotiated agreement, the employee should carry it out to the extent possible and necessary while pursuing the available remedies under

the grievance procedure. Failure to follow an order which is violative of the negotiated agreement can result in a charge of insubordination.

### Identifying Grievances

The first step in identifying grievances is educating the membership about the contract and the definition of a grievance. The initial detection of violations should be considered a responsibility of every member of the association. Educating members of the provisions of the collective bargaining agreement is a responsibility of the association leadership. The association should provide every member with a copy of the current agreement and develop an effective method of explaining the meaning of its terms to every member.

Appropriate methods of effective contract scrutiny must be developed to detect violations.

Various methods or combinations of methods which have worked for NJEA affiliates include:

- Announced visits to schools by grievance committee members
- Availability to members of a central contact (such as a telephone answering service or recording device)
- A regular agenda item at AR and other meetings
- Periodic circulation to members of a questionnaire
- Grievance representative in each building or department with responsibility to identify grievances through individual contacts and building or department meetings
- Regular grievance reports and contract information in the association's newsletter and fliers.

### Regularly scheduled grievance training

Problems that are recognized as grievances usually fall into four major categories:

**Violation of the Agreement** – an act of ignorance, carelessness, error, omission, or commission by the board or its agent which is known to be contrary to the terms of the agreement.

**Disagreement of Interpretation** – the facts of the issue are usually clear and not in dispute. The grievance comes from a dispute in the interpretation of language.

**Dispute of Fact** – the parties agree on the meaning of the language of the agreement. At issue is whether the alleged violation of the agreement did or did not occur.

**Equity Disputes** – usually based upon the association's claim that the board or its agent has abused its discretion, or exercised a right in an arbitrary, capricious, or discriminatory manner.

Grievances in the four categories listed above differ from unfair labor practices in that they are perceived as violations of contractual as opposed to statutory rights. The most often used unfair practice claim related to grievances is a change in terms and conditions of employment without negotiations. If the contract speaks to the issue at hand or if there is a maintenance of benefits clause in the contract, even if there are grounds for an unfair practice, PERC will defer to arbitration. If, however, the contract is silent and no maintenance of benefits clause exists, PERC may exercise jurisdiction.

Sometimes past practice is used as an argument in attempting to sustain a claim concerning the disagreement over interpretation of a contract. However, past practice is often misunderstood. In regard to grievances, past practice comes into play when a contract is silent or when the language in a contract is not clear. Arbitrators have always ruled that where the language of the contract is clear and unambiguous, the language will prevail and no practice can overturn it. For example, if the contract provides that all members are entitled to a 30-minute lunch period and they have in fact been given a 40-minute lunch for the past five years, if management now decrees a 30-minute lunch, past practice will not take precedence over the clear and unambiguous language in the contract. If, on the other hand, the contract states that all members are entitled to a duty-free lunch period and if the lunch has always been 40 minutes in length, past practice would be used in defining the length of the "period."

#### **An established past practice must satisfy four standards:**

- (a) It must be unequivocal, and regularly and uniformly Granted.
- (b) It must be clearly enunciated, freely and openly allowed, and exist over a reasonable period of time.
- (c) It must be accepted – and acted upon – by the parties themselves through their authorized agent in administering the written contract.
- (d) it must be a term or condition of employment.

## Grievance Preparation & Processing

When a question is raised as to the possibility of a grievance existing, careful research of the circumstances surrounding the possible grievance must be undertaken. The following questions need to be answered fully before any steps are taken to resolve the grievance.

1. What action was taken which led to the grievance?
2. Who was responsible for the action and who was or will be affected by the actions?
3. When did the action occur or when will it occur?
4. Where did the action occur?
5. How did the action occur?
6. What sections of the contract, board policies, agreements, or past practice were violated?

Once the preceding questions have been answered, a decision must be made by the association as to whether or not a grievance exists. A rule-of-thumb is: WHEN IN DOUBT – FILE. Some people feel that rules were made to be broken. In grievance handling, such an attitude can be fatal. Most grievance procedures set specific time limits on initial filing and subsequent processing through the steps. These limits or rules, if ignored, can lead to losing a case in arbitration on procedural grounds of timeliness even when the association's case on the issue is unbeatable. Sometimes, employees don't inform association representatives of acts against them which are violations of the agreement until the time limits have passed. Members must be informed and should be constantly reminded of the importance of observing procedural time limits. In the instance where an association is not quite sure of the strength of its case but faces a dead-

line, it should file the grievance.

Time bars, or limits on the length of time a local association has to file a grievance, are customary in all labor contracts. In New Jersey, five days seems to be a minimum and 60 days the maximum allowed in contracts although some are silent on time-lines. Time bars are necessary to both sides so that grievances can be fresh in everyone's mind; there is no need to resort to historical evidence. Failure to comply with the time bars may invalidate the association's complaint at any level of the procedure.

If the employer raises the question of timeliness in arbitration and the arbitrator finds the association did not meet a time bar, the substance of the grievance may never be decided.

Once the decision has been made to institute a grievance, care must be taken with the wording of the original grievance because it may one day be viewed by an arbitrator. As the grievance is processed, the association will be limited by what it has written in the grievance. Although there is dispute among many experts as to what should be written in a grievance, most professionals agree that the more general and broad the statement of grievance and resolution, the more latitude the association has to prove its case. Therefore, even when specific contract articles are cited in a grievance, it is preferable to add a statement such as, “. . . and any other applicable articles.” In a like manner, when the resolution is drafted, it is advisable to add a statement such as, “. . . and any other resolution deemed appropriate.” The written grievance is not the place to include a recitation of all the facts surrounding the grievance. Just enough need be written to identify the problem. Again, the association may be limited to what appears in writing, so broadly written language is better than that which is narrowly

descriptive. However, care should be taken that a written grievance which may proceed to arbitration describes violations of terms and conditions of employment as defined by PERC and the courts. Otherwise, the employer may seek to bar arbitration and be successful. When in doubt, the local association should contact the UniServ office for assistance.

From the first meeting with the grievant through each step of the procedure, the association should keep accurate notes on what is said and what happens. Sometimes it will be necessary for the association to send written communications to its own members or to make a record of what was said during a conference with administrators. These notes should be preserved in individual grievance files along with any research data, correspondence, and decisions. These files should be preserved indefinitely by the association.

In preparing for hearings or meetings at the various stages of the grievance procedure, it is very important that the association representative who is to present the grievance meet with all grievants and witnesses to prepare fully for each step of the process. It should be clear who will speak and when. Questions likely to be asked of the grievants and witnesses should be reviewed. The order in which grievants and witnesses will be presented should be discussed. In addition to this preparation, the grievance representative should prepare opening and closing statements. The opening statement should set forth what the association is going to prove and the closing should state what has been proved. The closing statement also gives the grievance representative the opportunity to tie the evidence to specific sections of the contract.

It is not enough to cite contract provisions and present evidence; it is necessary to explain why the facts indicate a violation of the contract.

### **Grievance Handling**

In most instances the first association official with direct involvement in the usual grievance will be the building AR. This person may or may not be the building's grievance representative .

The initial responsibility of the building-level representative is to investigate the facts regarding the alleged violation, make a review of the nature of the problem, seek out similar or past problems, and under certain circumstances make an attempt at resolution. The representative has to know what to look for, how to keep confidences, and to whom the grievance must be reported if it cannot be resolved easily or will have larger ramifications in the district.

Even if the grievance can be resolved informally at the building level, the problem and its resolution should still be cleared by the association's grievance committee or whatever body serves as the grievance handling agency for the association since it may establish a precedent.

Additionally, attempts to resolve a dispute informally will not relieve the association of the necessity of meeting the time lines specified in the grievance procedure.

Any departure from contractual timelines must be mutually agreed to in writing.

The grievance committee is designated and recognized by the association to receive, evaluate and pursue grievances. The committee is usually notified of all complaints. Some complaints may not be classified as grievances and should be referred

to other appropriate committees or individuals for action. Complaints which fit the definition of grievance should be analyzed, and a strategy for handling them should be determined. Most associations that are successful in grievance handling have established as a minimum rule that the representative consult the grievance committee chair prior to filing any written statement of grievance.

The grievance committee may designate one of its members to handle grievances of a certain type or those which occur among certain members (elementary, specialists, custodians, etc.) or those which occur in certain buildings. The committee would decide who handles the grievance at various levels: record keeping, liaison with the negotiations committee or other association committees, publicizing grievance activities, and reporting to the leadership and membership. The number of persons involved and the degree of complexity of the system developed for grievance administration will depend upon the size, resources and degree of sophistication of the local association. Although the system for grievance administration should be clear-cut and routine, it should not be so inflexible that it could not be modified to effectively handle a unique case.

A sample of a grievance record keeping form is included at the end of this section.

The responsibility of the grievance committee for handling grievances is generally all-inclusive with one major exception. That exception is the decision to arbitrate a grievance.

### **To Arbitrate?**

Who decides to submit an unresolved grievance to arbitration is a question which most sophisticated

associations in N.J. have faced and resolved. However, some associations are either still wrestling with the question or have not yet faced it. In an effort to be democratic, some associations leave the decision to the individual grievant; others ask the entire membership to vote on every case. Neither of these options is desirable; the best approach seems to lie between these two alternatives.

The associations which win and maintain the confidence of their members through effective grievance handling generally operate on the premise that through the ratification of the contract the membership has established the policy that grievances should be identified and pursued to a reasonable conclusion. The duty to carry out this policy is incumbent upon the elected leadership, usually the Executive Committee. Although the Executive Committee could grant the authority to make such a decision to the grievance committee, it usually does not do so because the responsibility of the decision rests with the Executive Committee. The decision to pursue the grievance to arbitration means that dues money will be spent, the association is taking a position on the issue as a matter of policy, the prestige of the organization is on the line, and the duty of fair representation must be maintained. Although the grievance committee after deliberation should make a recommendation with reasons on the question, the Executive Committee should make the decision. Should a decision not to arbitrate be made, the grievants affected should be notified and their rights to an internal appeal and access to arbitration be explained.

Local associations should examine the decision to arbitrate very carefully. In the past years, the courts have narrowed the scope of bargaining and arbitrability very severely. The result is that boards of education

have been successful in running into court to restrain arbitrations, thereby preventing justice. The decision whether to arbitrate should be discussed with your UniServ representative. In any event, all decisions concerning arbitration should be made in the same way so that the association is protected in its duty of fair representation.

### *Use your contract to solve the following problems*

#### **1. Access to Personnel Files**

A member complains to you that she is being harassed and intimidated by her supervisor and she thinks that he will soon move to recommend her dismissal. She has heard that there are unfavorable reports and notes in her personnel files. The evaluations which she has received have been generally favorable or at worst, average. She has asked once informally to examine her personnel files because of her fears. Her supervisor, however, made light of her concern and showed her the "good" evaluations only. When she asked to be able to examine her file at that time, he refused saying that he would have to check with the school board's attorney before allowing her to look.

- A. Would this employee have a grievance under the terms of your contract?

#### **2. Personal Leave**

A custodian files a grievance, complaining that he has been docked one day's pay. The preceding Friday he had taken a personal day. He had called in at 6:30 a.m. to inform them he was taking a personal day. His workday begins at 7:45 a.m. He gave no reason for his absence, but simply informed the secretary he was not going to report for work on that day. He had not previously used per-

sonal leave during the term of this contract. He takes the position the contract permits this and he should be paid for the day on which he was absent.

- A. Would this employee have a grievance under the terms of your contract?
- B. What information should the grievance representation have before attempting to do anything about this problem?

#### **3. Personal Leave**

A teacher wants to file a grievance. She took a personal day on Primary Election Day. As reason for taking the day she wrote – "To help my mother, who is a candidate, by working at the polls." The Superintendent told her she will be docked a day's pay.

- A. Would this member have a grievance under the terms of your contract?
- B. What provisions of your contract would have been violated?
- C. Could she have taken the day off without using a personal day?

#### **4. Reprimand**

Two women physical education teachers/members who often combine their classes are told at lunchtime by the vice principal that since they can only use half of the gym that day he wants them to keep their classes separated. During the last period of the day the boys' P.E. class goes outdoors for its activities, making the full gym available. At the urging of the students, the teachers combine their classes for the last period. The Vice Principal walks into the gym and sees that the classes are combined. Upon arrival at school the next morning, both teachers find in their mailboxes a copy of a memorandum from the Vice Principal to the Principal in which he states that

the teachers ignored a directive he gave them and he recommends that they be given a reprimand.

- A. Would these members have a grievance under the terms of your contract?
- B. What information would you want to have before deciding to file a grievance?
- C. If you decided a grievance exists, what remedy would you seek?

#### **5. Use of Mailboxes**

Your local PAC representative in your school places PAC literature in the employees' mailboxes. The brochure endorses a candidate for State Senate and reviews her background and educational experiences. The Principal orders the PAC representative to remove this material and not to use the mailboxes for such purpose again. Moreover, he reduces this to writing, sends it to the employee and indicates that a copy will be placed in his personnel file. The member comes to you for advice.

- A. Would this member have a grievance under the terms of your contract?
- B. How would you proceed in this case?

#### **6. A Member's Complaint About a Colleague**

A member complains to you about the secretary who removes the sign-in sheet too early in the morning, thus making her appear late. She comes to you and angrily demands that the association do something about this situation.

- A. Would this member have a grievance under the terms of your contract?
- B. How would you proceed in this case?

## 7. Harassment of an Employee

A member has complained to her local representative of harassment by the assistant principal. She says that he admonished her in the presence of her students on one occasion when he was observing the class. Since that time, he has returned to her room on three consecutive days, and again twice during the current week. Following each observation, he has written an adverse report on her performance, itemizing petty irregularities. She feels that he has singled her out because she has been an active member of the association. She wants the representative to talk either to him or to the principal.

- A. Would this member have a grievance under the terms of your contract?
- B. How would you proceed in this case?

## 8. Representation

A member has asked the Executive Committee to censure an AR for failure to represent him at Step 1 of the grievance procedure. The following statement has been made by the AR in a flier to the members:

“Your Association Representative formally informs the members that he will no longer service the grievance claims of one of its members, Mr. Brown. All further claims Mr. Brown has will be referred directly to the local president for processing. This decision has been made as a result of the fact that this member is deliberately undermining the activities of this local by regularly filing grievances that cannot be supported by the negotiated contract. Mr. Brown has regularly used this technique to intimidate the officials of the school. To continue to represent him would be to condone his actions.”

- A. How would you proceed as a member of the Executive Committee?
- B. Why?

## 9. Extension of Hours

The special education classes have dismissed at 1:30 p.m. and teachers have not been required to stay past 2 p.m. The Child Study Team has decided to “mainstream” the special education students. The board has put the special education students

on a regular schedule which requires teachers of special education to remain at school until at least 3:30 p.m.

- A. Would these teachers/members have a grievance under the terms of your contract?
- B. How would you draft this grievance?
- C. What remedy would you seek?

## 10. Lunch Time

As district grievance committee chair you find out today that the paraprofessionals in one of your elementary schools have only been getting 26 minutes for lunch since a new program was instituted into that school the first week of February.

- A. Would this member have a grievance under the terms of your contract?
- B. How would you proceed in this case?

# Sample Association Grievance File

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

Building	Assignment	Name of Grievant	Date	Filed

## Step 1

### A. Date Cause of Grievance Occurred

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### B. 1 State of Grievance

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### 2 Relief Sought

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*(If more space is needed for Sections B1 & 2, attach an additional sheet.)*

### C. Disposition by Principal or Immediate Superior

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### D. Position of Grievant and/or Association

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## Step 2

### A. Date Received by Superintendent/Designee

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### B. Disposition of Superintendent or Designee

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### C. Position of Grievant and/or Association

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## Step 3

### A. Date Submitted to Arbitration

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### B. Disposition & Award of Arbitrator

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### Notes

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## Serving You

NJEA, as your professional organization, stands ready to help you and every other New Jersey school employee maintain and improve your status. Do you need advice, information, or NJEA at your side? Contact your local president who will put you in touch with direct assistance from your personal and professional representative at NJEA Regional Offices.



## Legislator & policymaker

### *NJEA's Legislative Work Force*

#### Why does political action matter?

Elected and appointed officials decide almost every aspect of a school employee's job.

- Freeholders, Congress, the state Legislature, the governor – all have the power to make decisions that influence us.
- Elected officials play a role in appointing other decision makers who have an equal impact on our professional lives, such as the members of the State Board of Education, the commissioner of education, and justices in the courts.
- Class sizes, wages, school district funding/resources for

students, how student test scores are used, sick/vacation/personal/medical leave, due process (tenure) rights, pensions and benefits, retirement age, many working conditions – all of these are decisions that are made by elected and appointed officials.

To have an impact over the issues that affect us and our families, our schools and students, our profession, and our community, we need to be involved in the process.

- We are the experts. Elected and appointed policymakers need to hear directly from us on education issues.
- If our voice is not part of the process, people without any knowledge of students and schools could be making decisions about education that

affect you, your schools, and your students.

- We need to let policymakers know the impact of their proposed policies and make sure they have the right information before they make any decisions.

### *The political process and the AR's role*

The NJEA Government Relations Division organizes members to be active in the political process. Members from each county on the NJEA Government Relations and Congressional Contact committees help promote NJEA positions on legislation and regulation with elected and appointed officials at both the federal and state levels.

Committee members work with the NJEA Government Relations Division staff to organize members for political action in their counties through county Legislative Action Teams (LAT). County LATs should have at least one representative on the LAT from each local. The local LAT rep then organizes the local for political action.

As an AR, you play a key role in organizing for legislative action. You need to help the LAT rep find members in your building to serve as building LAT reps, and help them promote NJEA's positions on legislation and regulation and organize members for political action. If your local association does not have an LAT rep and structure, you need to fill that role until that structure is created.

#### **Organize your local association for political action:**

- Create a structure for your local association's LATs – both for sharing information and for taking action when needed.
- Recruit volunteers for election and other NJEA activities.
- Encourage members to support NJEA PAC-endorsed candidates.
- Be a fundraiser for NJEA PAC.

#### **Communicate with members of your local, your county LAT, and with NJEA staff:**

- Stay informed by attending county LAT meetings, legislative conferences, and legislative dinners.
- Inform members about educational issues pending before the State Legislature and the U.S. Congress, how your legislators voted or plan to vote on issues, and NJEA's positions on issues. Do the same for regulations pending before the State Board of Education.

- Share information about NJEA PAC-endorsed candidates.
- Report back to your county LAT and to NJEA about results of meetings with elected and appointed officials and the results of any grassroots lobbying activities.

#### **Advocate NJEA positions to your elected and appointed officials:**

- Contact elected and appointed officials to present your stand on issues.
- Lead letter-writing/phone/e-mail campaigns as needed.
- Encourage members of your local to contact elected and appointed officials on important educational issues.
- Help elected and appointed officials understand the impact of their decisions on the public schools in their district.

#### **Organizing your local association for political action**

The local association president appoints a local LAT rep. The LAT rep should serve as the chair of a local legislative action team. As an AR, you can play an active role in helping find members to serve on the local team. You can also assist members of the local legislative action team to carry out their duties. NJEA Government Relations and UniServ staff are available to help.

- Encourage members of the local to check their voter registration, apply for vote by mail ballots as needed, and vote in elections.
- Help keep membership informed of legislative and regulatory actions on a regular basis.

- Tell members about PAC-endorsed candidates and get them involved in campaign activities.
- Encourage members to participate in county and state legislative events, such as county legislative dinners and the Walter O'Brien NJEA Legislative Conference.
- Prepare your local association for lobbying. The local association membership should be prepared to go into action when needed. It is helpful for the LAT rep and AR to organize a communication system to get the word out and teach members how to effectively write letters, emails, and make phone calls before the need arises.

#### **How does NJEA determine its position on proposed legislation and regulation?**

When new legislation and regulations are proposed that affect students, schools, or school employees (both active and retired), NJEA staff determines the association's position based on input from appropriate NJEA committees and relevant policies passed by the NJEA Delegate Assembly (DA), the policy-making body. Staff and leaders then work together to determine the appropriate course of action.

When members want to see the association take action about current law or lack thereof in a certain area, they can ask that NJEA take a position. The appropriate NJEA committee studies the issue, takes input from members and staff, and makes a recommendation to the DA. If the DA adopts the recommendation, the adopted policy then goes to NJEA Government Relations. Staff then works to promote the idea with policymakers.

Since its beginnings in 1853, NJEA has initiated or supported all major steps toward better schools for New Jersey's children and better working conditions for school employees. NJEA has initiated or supported legislation to give public employees the right to bargain, increase state aid to schools, have paid sick leave, and have family leave. Although not every law is perfect, NJEA works to ensure the best possible outcome for students, schools, and school employees

### **What actions does NJEA take to promote its legislative agenda?**

NJEA Government Relations staff closely monitors bills and regulations that affect students, schools, or school employees. The staff lobbyists actively lobby elected and appointed officials. Lobbyists prepare testimony and position papers, meet with legislators and State Board of Education members, and work closely with the NJEA Government Relations and Congressional Contact committees to keep them informed and have them organize members to take action through LATs.

When member lobbying is required on a bill or regulation, NJEA asks members of the GR and CCC committees to take action and spread the word to its county LAT. Members of the county LAT, working with their LAT reps and ARs, then ask their local association members to take action.

### **Use your right to vote!**

#### **Voter registration and vote by mail**

All NJEA members who are eligible to vote should register to vote. Voting for our endorsed candidates

is one way for NJEA members to exercise their political power and help ensure the Association has a voice in the policymaking process.

Anyone who does not wish to go to the polls to vote can vote by mail. This is especially important when elections fall during a school vacation and for college students who are out of town.

More information about voter registration and vote by mail, including forms, can be obtained by calling the NJEA Government Relations Division at 609-599-4561, or by visiting [njelections.org](http://njelections.org).

#### **Election Dates**

Please check the NJEA Political Action Guide for Election dates for the current year.

### **What is NJEA PAC?**

NJEA PAC is NJEA's Political Action Committee. NJEA PAC is the non-partisan voice of NJEA members when it comes to endorsing candidates for political office. The NJEA PAC Operating Committee, made up of the NJEA officers, county presidents, and members of NJEA's Executive, Government Relations, and Congressional Contact committees, as well as representatives from the retiree and student associations, ultimately makes endorsement decisions.

For all state elections, the decision to endorse candidates is made by NJEA members. In legislative races, screening committees that represent a lawmaker's district interview candidates about issues important to public education and public school employees. A screening committee made up of members of NJEA PAC screens candidates for statewide races; every county is invited to have observers present. These screening committees recommend candidates

for endorsement. Their decisions have to be approved by the entire PAC Operating Committee.

For all federal elections, the same interview process is followed. However, NJEA PAC is not a federal PAC, and uses this process to make endorsement recommendations to NEA's PAC, the NEA Fund for Children and Public Education.

NJEA PAC supports endorsed candidates in several ways. NJEA PAC makes direct contributions to candidates' campaigns, publicizes the endorsement to NJEA members, promotes candidates in publications, and organizes members to work directly for a candidate. NJEA PAC will also provide funds for local and county associations that decide to endorse candidates at the local and county level. For more information, please contact the NJEA Government Relations Division.

### **Supporting NJEA PAC**

It is important that members support NJEA PAC. This can be done by contributing, following the recommendations of NJEA PAC, and working on behalf of endorsed candidates. It is especially important that members contribute to NJEA PAC. NJEA PAC funds come solely from voluntary contributions from members.

As an AR, you should work with your LAT representatives to conduct a PAC fundraising drive.



## We are a professional organization

### *The NJEA Family*

The membership, which is represented by all employee categories in the schools, is the highest governing body in the Association and the only group with the power to amend the Association's constitution.

### **Delegate Assembly**

The Delegate Assembly (DA) determines Association policy, approves the annual budget, sets the dues, and acts upon reports of the officers, executive director, and committees. The DA is comprised of the presidents of the county associations and

other delegates elected on a proportional basis within the counties. The term of office is two years. The Assembly meets five times yearly.

### **Executive Committee**

The Executive Committee is made up of the officers, representatives elected from each county, and representatives from other units of representation. This committee meets monthly to execute the policies and to transact the business of the Association. The term of office of Executive Committee members is three years.

### **Officers**

The Association's officers are the president, vice president, and secretary-treasurer. Each is elected for a two-year term and may be elected for an additional term of two years.

### **Committees**

The Association has more than 50 standing committees whose responsibilities are to make recommendations to the Delegate Assembly on specific items of Association policy.

## **Our Structure:**

**AR** – local association leader who represents 10-15 members within a school building at all levels of the united education profession, and who also speaks for these members at the local association’s representative council.

### **Association Representative**

**(AR) Structure** – at least three ARs (1:10-15 members) who act as a small leadership group within the school building; meet with the building administrator at least once a month to discuss such items as contract enforcement, instructional programs, and building policies and practices.

**Local Association** – a formal organization of local school personnel to advance the interests of its members, promote the cause of education and build a strong unified profession.

**UniServ Cluster** – the grouping of local associations within a county for the purpose of exchanging information, planning legislative efforts, and taking other joint actions on matters of mutual professional concern.

**NJEA Delegate Assembly (DA)** – approximately 125 delegates elected on a county (and unit) basis – one for each 1 percent of the state total of active NJEA members or major fraction thereof within a county (or unit)\* – who meet at least four times annually to establish NJEA policy,

approve the budget, and act on reports of the NJEA officers, the NJEA Executive Director and standing committees.

**NJEA Executive Committee** – the NJEA president, vice president, secretary–treasurer, and one (or two) representatives elected from each county and unit based on membership enrollment\*. Voting is weighted to reflect the one-person, one-vote principle. The Executive Committee meets monthly during the school year to administer state association policy.

**NEA Representative Assembly (RA)** – approximately 10,000 delegates – one for every 150 NEA members (or major fraction thereof) in local affiliates or clustered small locals, and one for every 1,000 NEA members in state affiliates – who meet annually to establish national association policy.

**NEA Board of Directors** – determines general NEA policy between annual meetings of the Representative Assembly; consists of at least one “director” from each state association, each commonwealth, the Overseas Education Association, and the District of Columbia (each of these units is entitled to an additional director for each 20,000 or more active and life members of NEA.) Additional members are elected to meet administrator, higher education, and ethnic minority rep-

resentation guarantees, if necessary. New Jersey has 11 NEA Directors.

### **NEA Executive Committee**

– considers and acts on general policies and professional interests of the Association between meetings of the Board of Directors; includes the NEA president, vice president, secretary treasurer, and six members elected at-large by the RA on a rotating basis, two each year.

### **One-person one-vote principle**

– a voting procedure by which the vote of each member of the constituency has equal weight so that in the elected legislative body each delegate represents approximately the same number of constituents as each and every delegate.

**Special Interest Affiliate** – an affiliated organization whose members share a common interest based on curriculum specialization or position within the educational community. There are more than 40 NJEA special interest affiliates.

- \* Additional members are elected to meet established ethnic-minority and active professional/ESP representation guarantees, if necessary.
- representation at all levels of grievance procedure, including arbitration
- legal assistance, if required



## NJEA resources & services

### *Services provided to our members and affiliates*

Through UniServ offices, NJEA provides doorstep service to local associations in the following areas:

- coordination of state-national resources to the local, including advocacy and leadership training, membership recruitment, professional development, instructional improvement, and human relations
- negotiation service to the local
- contract administration/grievance adjudication
- member consultation and individual service
- public relations and publicity at the local level
- legislative/political activity through local action

- leadership development skills
- local organization business management and membership promotion

### **Negotiations service**

- negotiation training and materials (e.g., verbal skills training, sample agreements, etc.)
- advice on strategy
- development of proposals
- representation at the bargaining table
- mediation and fact-finding assistance
- maintenance of background files on mediators, fact-finders, and arbitrators

- preparation and presentation of briefs and materials for negotiation, mediation, and fact-finding
- negotiation consultants available to assist with negotiations, grievance adjudication, and organizational issues
- interpretation of research publications

### **Grievance assistance, individual service, and consultation**

- contract administration assistance
- advice on strategy
- preparation of briefs and other materials

## Other services

### Financial assistance

- assistance for legal aid to individuals whose job status is threatened (actions taken against tenured and nontenured individuals, academic freedom, increment withholding, suspensions, assault and battery cases, etc.)
- assistance for legal aid to local associations which need help because of their advocacy and representation role (factfinding, arbitration, injunctions, restraining orders, strikes, etc.)
- interest-free loans to individuals participating in strike activity or other organizational strategies
- assistance to individuals for salaries lost while jailed because of a school employee strike
- interest-free loans to local associations in need of help because of a strike or other job action.
- assistance to local associations in representation elections
- assistance to local associations in unit disputes

### Legal services

- legal opinions written by the NJEA attorney upon written request of a member or a local association
- advice on such legal matters as tenured and nontenured teacher rights, withholding of increments, tax problems, wage freeze, organizational management, etc.
- provide legal defense for association leaders and members who participate in strikes

### Leadership training

- assist with the training of association representatives and other association leaders in grievance adjudication, negotiation skills, organizational management, leadership skills, etc.

### Miscellaneous

- help members organize the unorganized
- provide information for individuals and associations in such areas as insurance, travel, certification, and pensions
- help local associations resolve student disruption problems
- assist in membership promotion
- help local associations improve their communication with their members through newsletters, fliers, etc.; provide staff assistance to local associations in representation elections

### Protecting members' rights

One of NJEA's prime objectives is to protect its members' employment and civil rights. NJEA believes school employees should be free from arbitrary and capricious decisions by employers. When such decisions occur, school employees should have the resources to defend themselves in the proper administrative or legal channels.

NJEA, therefore, provides the following services in protecting its members' rights.

### Contract Enforcement – Grievance Processing

NJEA assists its locals with up-to-date approaches to protecting negotiated contracts through a grievance procedure which ends in binding arbitration. The Association provides trained staff to help locals

prepare grievances and assists as needed, including the preparation and presentation of grievances before an arbitrator.

### Legal Protection

NJEA members are assured of free legal protection in cases involving suspension, discrimination, assaults on members, academic freedom, and the protection of tenure. In cooperation with NEA, NJEA pays all approved legal costs in such employment related cases.

### Personal Liability

No school employee in New Jersey needs to worry about personal liability claims as a result of job performance. An NJEA-sponsored law, holds harmless all school employees and requires school boards to carry sufficient insurance to maintain this protection.

### Tenure/Due Process

NJEA is firmly committed to the concept of due process for school employees and, therefore, monitors and challenges all attempts to weaken the tenure law. NJEA provides publications and workshops to inform members on how to protect their employment rights under the tenure law.

### Minority Rights

NJEA provides local associations with assistance in developing minority involvement programs and assists members in their efforts to fight racial or sex discrimination in their employment. NJEA maintains a Minority Leadership and Recruitment Committee, encourages ethnic-minority members to become active in all levels of association work, and identifies and recommends ways to attract ethnic-minorities to the association and school employment.

## Evaluation

NJEA assists local associations and members in understanding the requirements of employee evaluation regulations by conducting workshops, publishing specific instructions and guidelines, and by advising members on how to prepare for evaluation conferences.

## Safeguarding & improving economic welfare

NJEA believes school employees should earn salaries and receive fringe benefits that enable them to maintain a standard of living commensurate with their preparation and their job demands.

NJEA also believes salaries and fringe benefits should be equitably administered. The best way for employees to ensure equity in this area is through the collective bargaining process. NJEA makes the following services available to all local associations.

## Collective Bargaining

NJEA maintains a full-time as well as part-time staff members qualified to assist locals in all phases of collective bargaining. NJEA UniServ field reps provide the following negotiations assistance to locals:

- Proposal preparation
- At-the-table assistance
- Bargaining strategy and tactics
- Training of local negotiators
- Budget analysis

In addition, headquarters staff members provide research back-up including cost-of-living adjustment figures, average salaries, school system capabilities, tax rates, and expenditures per pupil. NJEA also maintains up-to-date records of contract settlements which are used to assist locals in their negotiations. In addition, we use NEA research resources on developing trends in the

area of fringe benefit improvements from other state associations.

The NJEA network of attorneys (in cooperation with NEA) keeps abreast of legal developments and advises NJEA's officers and staff on changing trends and directions in bargaining.

## Pensions

NJEA lobbyists work continuously to get the state government to protect the pension system from unsound management and to increase pension benefits. NJEA pension specialists visit each of the NJEA regional offices on a regular basis to provide consultations to members considering retirement.

## School Revenue Lobbying

NJEA is very much aware of the direct relationship between the revenue available for schools and the economic security and well-being of its members. NJEA works to convince the Legislature, Governor, and State Department of Education to support measures that will maintain and increase the State's financial support of local school systems. NJEA's eight registered lobbyists work with research and communications personnel and attorneys to develop and promote positions on revenue legislation beneficial both to the educational programs of the schools and to their employees.

## Promoting professional working conditions

NJEA believes school employees must have the proper physical working conditions and personnel relationships in order to do their jobs properly. In order to ensure these conditions, NJEA proposes and/or supports changes in legislation, regulations, or in collective bargaining agreements as follows:

## Physical Working Conditions

NJEA and its locals bring pressure to bear on state and local agencies to make sure that schools are operated in a safe manner and that light, heat, proper ventilation, and sanitary conditions are maintained, and encourages its locals to negotiate improvements in a wide range of working conditions.

## Personnel Policies

NJEA believes school personnel should be assigned, transferred, promoted or separated from employment under policies which have been bargained with the majority representative. Through its Working Conditions Committee, NJEA develops and recommends to its governing bodies and to its local associations improvements in personnel policies for either legislative action or for bargaining.

## State Department Regulations

NJEA takes the position that State Department of Education regulations which mandate a great deal of record keeping should be reduced to a minimum and that unnecessary paperwork should be eliminated. NJEA continues to press the department on this issue of major concern to members.

## Research

The Association conducts frequent surveys on issues of instructional interest and maintains a large library of education-related items. In addition, NJEA gathers information to support legislative programs related to education.

## Certification

NJEA provides assistance to teachers who need information on certification and minimum standards required by State law. NJEA works with the State Board of Examiners and other educational groups to recommend changes in certification

requirements and to protect the status of current certificates.

### **Keeping the members informed**

NJEA keeps in touch with its members through print publications, electronic communication, and frequent meetings at the state, county, and local levels where members can share their ideas and keep up to date on Association priorities and activities.

#### **NJEA Review**

All members receive the *NJEA Review*, NJEA's official publication. It covers policy decisions, legislative progress, local association accomplishments, trends and best practices in education, and editorial positions. NJEA also maintains a website and a robust social media presence to inform members and the public about NJEA's priorities and accomplishments.

### **Advocacy Training**

NJEA conducts training programs throughout the year for leaders of local and county affiliates in many areas of organizational management and advocacy.

### **Major Meetings**

The Association conducts many major meetings for the membership and local association leadership. Among those are:

- **Jack Bertolino Summer Leadership Conference**

Some 1,600 of the Association's top local leaders receive intense advocacy training in all phases of Association programs at the summer leadership conference.

- **Fall Focus Meetings**

Every fall, thousands of local leaders attend workshops which give up-to-date information on NJEA's objectives, programs, and services. The workshops are held in every county.

- **Jim George Collective Bargaining Summit**

Every year, association leaders from across the state gather to learn about the latest trends in collective bargaining. During the summit, local associations that are true trend-setters in the collective bargaining arena are recognized with the Jim George Collective Bargaining Award.

- **Winter Leadership Conference – North, Central, and South**

Winter Leadership conferences are offered to Association leaders and members. They provide intensive advocacy training during the winter and are held three times in three separate locations.

- **Educational Support Professional Conference**

NJEA conducts an annual three-day workshop for association leaders in which emphasis is placed on the effective delivery of programs and services as they affect the concerns and challenges faced by educational support professionals.

- **NJEA Convention**

Each November, NJEA sponsors the world's largest gathering of educators. Members from across the state participate in more than 100 subject-matter discussions and have the chance to see and purchase the latest in educational materials.

- **Walter J. O'Brien Legislative & Political Action Conference**

Each February, hundreds of the Association's local legislative contacts, leaders, and members have an opportunity to discuss legislative issues with state lawmakers. This is a grassroots effort which gives legislators an opportunity to understand more fully NJEA's legislative positions.

- **The NJEA Minority Leadership & Recruitment Committee & Conference**

The NJEA Minority Leadership & Recruitment Committee seeks to expand the involvement of ethnic-minority members in the Association at all levels. The committee charge is as follows:

1. encourages multi-ethnic members to become active in all levels of Association work;
2. recruits multi-ethnic members for Association involvement;
3. identifies and recommends ways to attract multi-ethnic members to the school employees' professions;
4. develops and initiates training opportunities for school personnel

The effectiveness of any organization depends, in large part, on the degree to which there is meaningful, participatory involvement on the part of all of its members. That involvement is of particular significance when it includes members of diverse ethnic backgrounds. Engaging these members in mainstream of leadership, policy formulation, and decision-making roles helps to create a stronger local, county, state and national Education Association.

NJEA's Minority Leadership and Recruitment (MLR) Committee promotes programs with the purpose of bringing minorities together with other interested members to learn more about NJEA, and to encourage involvement in all levels of the association. They also provide information and skill development to enable members to participate in leadership and policy formulation roles within the Association.

The ultimate aim of these programs is to produce the kind of experiences that provide knowledge and the development of the skills necessary for movement into positions of leadership within the NJEA structure.

### **Reaching the public**

NJEA understands that public support is necessary so that school employees and public schools have the resources they need to remain the best in the nation. NJEA continually reminds public officials and voters about both the accomplishments and the needs of New Jersey's public schools. Among NJEA's programs in this area are:

#### **Classroom Close-up, NJ**

Fourteen-time Emmy® winning show Classroom Close-up, NJ is the only television program in the country to focus on the great things happening in the public schools. Airing on NJTV every Sunday at 7:30 a.m., 12:30 p.m. and 7:30 p.m., the NJEA show can also be downloaded and shared from the website [www.classroomcloseup.org](http://www.classroomcloseup.org). Members can advocate for their schools and their professions by using the five-minute videos as promotional tools. A new feature is the ability to upload and download lesson plans that go along with the featured videos. The videos can be shown in professional development workshops, public meetings, shared on association websites and

used as inspirational tools during association meetings.

#### **Community Organizing**

This program is designed to facilitate a planning process for local associations working to expand their relationships within their local communities. The program is also designed to involve more association members in the organizing process. As well as training local association members on community organizing skills, the program is designed to create a concrete community organizing plan with a timeline of activities and events.

#### **Family Involvement**

FAST (*Families And Schools Together*) The goal of this program is to develop local coalitions of education advocates, community groups, and schools working together to promote family involvement and support for public education. FAST hosts an annual statewide NJEA Family Involvement Conference and sponsors the "Hero in My Family" Essay Contest. FAST also is lobbying the State Legislature for a parental involvement bill to allow parents release time to attend meetings at their child's school.

#### **FIT (Family Involvement Training)**

NJEA's comprehensive materials can be used by local associations to increase family involvement. The materials are intended to assist locals in planning, organizing and implementing programs, activities and workshops. FIT kits contain all the materials needed to present training to members and families, including presenters' scripts, transparency masters, and handouts.

#### **MegaSkills**

Through this program, members are trained to conduct family involvement sessions to help parents

work with their children to develop confidence, motivation, effort, responsibility, initiative, perseverance, caring, common sense, focus, teamwork, and problem-solving skills.

#### **Legislative Contacts**

NJEA's lobbyists, officers, and other leaders are in daily contact with state legislators, their staffs, and the Governor's office. These contacts can, at times, involve conflicting issues or points of disagreement. NJEA works to maintain with these policymakers a reputation of vigorous and responsible advocacy for members and the institutions where they work.

#### **Media Relations**

NJEA is in constant touch with local, state, and national media outlets. NJEA's media and public relations specialists work with press, radio, and television to keep them informed about NJEA's positions on major issues.

#### **Advertising**

As part of the PRIDE in Public Education Campaign, NJEA sponsors paid advertising on radio, TV, and online. The ads showcase our members' excellence and the success of our public school. They are carefully crafted to build public support for public schools.

#### **Public relations materials for members**

NJEA offers a large selection of free public relations materials members can hand out at back-to-school night, community and school events, including parent tips brochures, teacher communications notes, certificates, posters, and static decals.

To see the selection and order materials, go to <http://www.njea.org/njea-media/pdf/PublicationsOrderForm.pdf?1456850518106>

## Pride in Public Education Campaign

In 1994 NJEA initiated PRIDE in Public Education, a campaign aimed at sharing the successes of New Jersey's public schools and building community support and involvement.

NJEA provides grants for all kinds of local and county community involvement projects (many of which schools are already doing).

Thousands of PRIDE projects over the years have brought schools and communities together to demonstrate just how great our public schools are.

One of the most important aspects of PRIDE projects is the recognition and publicity they often produce. The more a community knows about how good their schools are, the more likely it is to get involved and offer support

Learn more at [njea.org/parents-and-communities/PRIDE](http://njea.org/parents-and-communities/PRIDE). Log in for access to great resources and support!

### Training for affiliates

To enhance your local's effectiveness ... To enhance your leadership skills ... NJEA offers an array of training programs designed to help leaders and members improve their personal and professional lives.

### Those workshops deal with:

- Association Management
- Communications
- Community Organizing
- Employee Representation
- Family Involvement
- Instructional Issues
- Leadership Development
- Membership Recruitment
- Organizational Development
- Professional Development

### When you want training . . .

All requests for training must be made through your UniServ office.

### Requests for training follow these steps:

1. Appropriate NJEA staff completes "Request for Approval of NJEA Leadership Training Conferences, Development Projects, and Special Activities" form.
2. The request is sent to the appropriate NJEA UniServ regional director for consultation and approval.
3. The current NJEA policy of funding workshops is based on a 65/35 formula NJEA will pay for 65 percent of an approved workshop with the cooperating affiliate paying the other 35 percent.

## NJEA Frederick L. Hipp Foundation for Excellence in Education

### Grants from the Hipp Foundation

The NJEA Frederick L. Hipp Foundation for Excellence in Education provides grants to support NJEA members' great ideas. Since the Foundation was established in 1993, it has awarded hundreds of grants to support creative programs developed by NJ public school educators.

The Foundation awards grants annually, with applications due by March 1 of each year.

### The Great Ideas Forum

NJEA members can learn more about previous Hipp Foundation grant projects by visiting the Great Ideas Forum each year at the NJEA Convention, where educators present their winning programs through informal table discussions.

### Supporting Excellence

You and/or your local association can support the Hipp Foundation by reserving a custom engraved brick in the Pathway to Excellence – the walkway leading to the entrance of the new NJEA headquarters in Trenton.

### For grant applications, brick order forms, or more information:

NJEA Frederick L. Hipp Foundation  
PO Box 1211  
Trenton, NJ 08607-1211  
(609) 599-4561, ext. 2298

<http://www.njea.org/about/njea-hipp>

The NJEA Frederick L. Hipp Foundation for Excellence in Education is 501(c)3 non-profit organization incorporated in the State of NJ.



## Professional development & mentoring

### *Purpose of Professional Development – New Jersey Administrative Code*

Required professional development for certificated educators in New Jersey is governed by regulations adopted by the State Board of Education and found at NJAC 9C.

The stated purpose of professional development in the code is “Educator development occurs along a continuum of rigorous pre-professional preparation, certification, and professional development to prepare educators.” Accordingly, ARs should use the following information to ensure that members are given the necessary opportunities and support to help them in their professional development appropriate to their needs at each point in their career. This means that early career mem-

bers will have different needs when compared to their more experienced colleagues. District and school professional development plans (required in the regulations) should reflect appropriate differentiation of professional learning experiences for all educators.

### **Components of Professional Development**

The administrative code includes a clearly articulated description of what constitutes the appropriate components of professional development consistent with the state’s requirements. Some of these descriptors are consistent with the resolution adopted by the NJEA Delegate Assembly that identifies NJEA’s “Definition” of professional development (below):

- Professional development shall align with the Professional Standards for Teachers and the Professional Standards for School Leaders in NJAC 6A:9-3, the standards for professional learning in NJAC 6A:9C-3.3, student learning and educator development needs, and school, district, and/or state improvement goals.
- Professional development shall encompass a broad range of professional learning that contributes to improved practice, including, but not limited to:
  - Participation in the work of established collaborative teams of teachers, school leaders, and other administrative, instructional, and

educational services staff members who commit to working together to accomplish common goals and who are engaged in a continuous cycle of professional improvement focused on:

- Evaluating student learning needs through ongoing review of data on student performance; and
- Defining a clear set of educator learning goals based on the rigorous analysis of data on student performance.
- Professional learning shall incorporate coherent, sustained, and evidence-based strategies that improve educator effectiveness and student achievement, such as job-embedded coaching or other forms of assistance to support educators' transfer of new knowledge and skills to their work.
- Professional learning may be supported by external expert assistance or additional experiences that:
  - Address defined student and educator learning goals.
  - Advance primarily ongoing school-based professional learning; and
  - Include, but are not limited to, courses, workshops, institutes, networks, and conferences provided by for-profit and nonprofit entities outside the school such as universities, educational service agencies, technical assistance providers, networks of content specialists, and other education organizations and associations.

## NJEA "Definition" of Professional Development

NJEA believes that collaborative professional teams form the foundation of effective professional learning. Such teams should meet the following best practices principles:

- Be organized and facilitated by well-prepared teacher leaders, educators, and other school staff.
- Occur primarily within the school day several times per week.
- Provide for reflection and feedback on the effectiveness of professional learning that leads to ongoing improvements in teaching and student learning.
- Engage in a continuous cycle of improvement that:
  - analyzes student, teacher, and school learning needs through a thorough review of all school data.
  - helps individual teachers define a clear set of educator learning goals based on the rigorous analysis of data.
  - achieves such educator learning goals by implementing coherent, sustained, and evidence-based learning strategies that improve instructional effectiveness and student achievement.
  - provides classroom-based collegial coaching, mentoring, and other forms of assistance with meaningful feedback to support the transfer of new knowledge and skills to the classroom.
  - regularly assesses the effectiveness of professional development in achieving identified learning goals and improving teaching and

learning, while assisting all students in meeting the N.J. Core Curriculum Content Standards.

- may be facilitated and strengthened by external assistance.
- Are supported by sufficient resources to achieve the goals and objectives established by district and school planning committees and individual educators/staffers.

*Adopted by the NJEA Delegate Assembly on Sept. 19, 2015.*

## New Jersey Standards for Professional Development

The administrative code also includes very specific standards which should govern the effectiveness of the professional learning activities included in district, school, and individual educator plans.

Professional learning that increases educator effectiveness and improves results for all students shall be guided by the following standards:

- **Learning communities** – Occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.
- **Leadership** – Requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
- **Resources** – Requires prioritizing, monitoring, and coordinating resources for educator learning.
- **Learning designs** – Integrates theories, research, and models of human learning to achieve its intended outcomes;

- **Data** – Uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;
- **Implementation** – Applies research on change and sustains support for implementation of professional learning for long-term change; and
- **Outcomes** – Aligns its outcomes with educator performance and student curriculum standards.

### Requirements for Professional Development in Regulations

The code specifies the who, what, when, and how aspects of meeting the State’s rules requirements:

#### Who must meet the requirements?

All active teacher staff members, defined as staff whose positions require possession of the instructional or education services certificates described in the administrative code (see the section entitled “Certification in New Jersey”).

While the code language does not have a specific statement to this effect, all educators should understand that they have a personal responsibility to meet the requirement. However, there are rules for support and resources that govern school districts and principals. ARs should use the following information to advocate for members who fail to get the support they need to meet the requirements.

#### What is required of school districts?

From the code – “Each district board of education shall ensure all teachers and school leaders receive the necessary opportunities, sup-

port, and resources to engage in ongoing professional learning and to complete the requirements of their respective professional development plans.”

### Requirements for District and School Professional Development Plans

The code requires school district and school-level professional development plans. Teachers should have input on the school-level plans through the School Improvement Panel (ScIP).\*

The code requires that school district plans provide information on school-level and districtwide professional learning opportunities, the resources being allocated toward their support, and a justification for the expenditures; and include any professional development required by statute or regulation. A listing of all such state-required professional development can be found at:

<http://www.state.nj.us/education/profdev/topics/StateRequiredPD.pdf>

The school-level professional development plans are required to include a description of school-level and team-based professional learning aligned with identified school goals, includes teacher and student learning needs, and also ensures that all teachers receive the necessary opportunities, support, and resources to complete individual professional development .

\* ARs are reminded that although the regulations on ScIPs state that information from teachers’ evaluations should inform the school professional development plan, NJEA strongly recommends that local associations refrain from granting the teacher members of the ScIP permission to be involved in evaluation. If the association does

not grant permission, it is a violation of state statute for administrators to share individual evaluation information to the teacher members of the ScIP. ARs, at the request of members for confidential and direct assistance, are not barred from reading a member’s observation or evaluation, but should consult with the local president and/or UniServ field representative for support in guiding a member’s actions.

### Requirements for Implementation of Individual Teacher Professional Development Plans

The code requires that each teacher has an individualized professional development plan (PDP) which “includes at least 20 hours per year of qualifying experiences.” ARs and members should remember that the 20-hour annual requirement is based on the length of full-time employment and is “reduced by a pro rata share reflecting part-time employment, or an absence, including the use of family or medical leave.” ARs should ensure that members are not being required to have 20 hours of professional development in a year in which they do not work the full school year.

Individual PDPs are developed by each teacher’s supervisor but must be in consultation with the teacher. They should also align with the Professional Standards for Teachers and the Standards for Professional Learning (see above). PDPs are effective for one year only and should be updated annually. The code allows that they can be modified during the year, as necessary.

The minimum requirements for each PDP include one area for development of professional practice derived from the results of obser-

valuations and evidence accumulated through the teacher's annual performance evaluation and one area for development of professional practice derived from individual, collaborative team, school, or school district improvement goals. The code allows for more than the minimum requirements, and additional hours of PD may be required for teachers in low-performing schools, as determined by the Commissioner.

Progress on meeting the individual PDP should be discussed at each educator's annual summary conference, but can occur more frequently throughout the year. Evidence of progress toward meeting the requirements of the PDP may be provided by either the teacher and/or the supervisor.

It is important to note that all teachers governed by the professional development requirements must have an individual PDP within 30 instructional days of the beginning of their respective teaching assignments.

The code requires that the school district (through the immediate supervisor) "maintain accurate records of each teacher's progress in meeting the individual professional development requirement ... Such records shall include a copy of each teacher's current PDP and timeline, as well as any documentation and evidence showing the teacher's progress toward meeting the plan's requirements."

"If a teacher leaves the employ of one New Jersey school district and is hired by another, the previous employing school district shall share with the new employing school district the teacher's individual PDP and all supporting documentation. If the current individual PDP is found to be unsuitable to the teacher's new assignment, the new employing school district shall ensure a revised

individual PDP and timeline is created within 30 days of hire by the employee's new supervisor in collaboration with the new teacher."

### **Mentoring New Teachers – Not Optional!**

The code also requires that all school districts "develop a district mentoring program to provide non-tenured teachers, including novice provisional teachers who hold a CE or CEAS, with an induction to the teaching profession and to the school district community through differentiated supports based on the teachers' individual needs and to help them become effective professionals."

The goals of the district mentoring program are to enhance teacher knowledge of, and strategies related to, the New Jersey Student Learning Standards (NJSLs) to facilitate student achievement and growth; identify exemplary teaching skills and educational practices necessary to acquire and maintain excellence in teaching; and assist first-year teachers in performing their duties and adjusting to the challenges of teaching.

All novice provisional teachers whose positions require possession of instructional certificates pursuant to are required to comply with the district mentoring program requirements and be assigned a one-to-one mentor. Districts are also required to develop an alternative mentoring experience for all teachers new to the district who hold permanent certificates.

### **What's Required of the District Mentoring Plan?**

All district boards of education that employ nontenured teachers must develop a plan that will identify how each nontenured teacher in his or her first year of employment will be

provided with the following supports:

- Comprehensive induction to school district policies and procedures, including, but not limited to, introduction to school district curricula, student assessment policies, and training on the school district's evaluation rubric, including setting and assessing student learning through student growth objectives.
- Individualized supports and activities, which shall be assigned at the school district's discretion and shall be aligned with the Professional Standards for Teachers, the Standards for Professional Learning, and the school district's Commissioner-approved teaching practice instrument. The supports and activities shall be guided by:
  - The nontenured teacher's degree of preparation and experience.
  - The nontenured teacher's individual professional development plan (PDP) developed within 30 instructional days of the beginning of the teaching assignment.
  - Areas of focus within the district mentoring plan.
  - Goals of the school and school district plans for professional development.
- One-to-one mentoring, which is required for each novice provisional teacher through the provision of an individual mentor to work one-to-one with a novice provisional teacher at the beginning of the contracted teaching assignment.
  - The mentor teacher should provide observation and feedback, opportunities

for the novice teacher to observe effective practice, and confidential guidance and support in accordance with the Professional Standards for Teachers, and guides the teacher in a self-assessment on the school district's Commissioner-approved teaching practice instrument.

- The one-to-one mentoring includes planned, in-person contact time between the mentor teacher and the novice provisional teacher holding a CE or CEAS over the course of the academic year, or proportionally longer if the novice provisional teacher holds a part-time teaching assignment.
- The mentor teacher and the novice provisional teacher holding a CEAS meet at least once per week for the first four weeks of the teaching assignment.
- The mentor teacher and the novice provisional teacher holding a CE meet at least once per week for the first eight weeks of the teaching assignment.
- The one-to-one mentoring shall support the novice provisional teacher in achieving the curricular objectives of the formal instructional program in which the novice provisional teacher holding a CE is enrolled.
- All contact time between the mentor teacher and the novice provisional teacher shall be recorded in a log, developed as part of the district mentoring plan, submitted to the chief school administrator

or designee, and maintained within the school district. **Since the mentoring relationship is confidential, NJEA recommends that this log be limited to the dates and times of the meetings.**

### Who Pays?

The code requires that district boards of education budget any state funds provided for the novice teacher mentoring program, but this is subject to the availability of funds provided by the Legislature in the annual state budget. The code specifies that the DOE appropriate State funds based on the number of novice teachers employed each year by a district board of education. Boards of education are required to ensure that State funds appropriated for this program supplement, and not supplant, Federal, State, or local funds already devoted to planning and implementing a novice teacher mentor program. The code requires that boards ensure State funds are used for one or more of the following:

- Stipends for mentor teachers.
- Costs associated with release time.
- Substitutes for mentor and novice teachers.
- Professional development and training activities related to the program.

If no state funds are available to pay the costs of mentoring fees, candidates who are required to complete a provisional period of teaching to obtain standard certification shall be responsible for payment of mentoring fees during the first provisional year. The employing school district may pay the cost of mentoring fees. The school district's administrative office is required to oversee the payment of mentors. The code prohibits payments directly from provisional

novice teacher to mentor.

### Code Requirements for Mentors

The chief school administrator is required to oversee the mentor selection process and ensure that individual mentors of novice provisional teachers meet the following minimum requirements:

- Holds an instructional certificate and, when possible, is certified in the subject area in which the novice provisional teacher is working.
- Has at least three years of experience and has taught full-time for at least two years within the last five years;
- Does not serve as the mentee's direct supervisor nor conduct evaluations of teachers.
- Demonstrates a record of success in the classroom.
  - Beginning academic year 2014-2015, all mentor teachers must have a summative rating of effective or better on the most recent summative evaluation(NJAC 6A:10.) If a summative evaluation rating is not yet available by the start of academic year 2014-2015, the mentor applicant shall have demonstrated a record of success in the classroom as measured by a rating of effective or better on the teacher practice instrument.
- A mentor teacher applicant in a school or school district not required by the regulations to issue summative evaluations shall demonstrate at least one year of effective teaching on his or her most recent evaluation as determined by his or her supervisor.

- Understands the social and workplace norms of the school district and the community it serves.
- Understands the resources and opportunities available in the school district and is able to act as a referral source to the novice provisional teacher.
- Completes a comprehensive mentor training program with a curriculum that includes, at a minimum:
  - Training on the school district's teaching evaluation rubric and practice instrument
  - Professional Standards for Teachers
  - CCC
  - Classroom observation skills
  - Facilitating adult learning
  - Leading reflective conversations about teaching practice.

### **Code Requirements for District Mentoring Plan**

The chief school administrator is required to develop a district mentoring plan as part of the school district's professional development plan (PDP). The district mentoring plan must include logistics for its implementation and describe the school district's responsibilities consistent with the regulations. The chief school administrator must:

- submit the district mentoring plan to the district board of education for review of its fiscal impact.
- share the district mentoring plan with each ScIP, which will oversee the school-level implementation of the mentoring plan and will communicate the plan to all non-tenured teachers and their mentors.
- review the plan annually and revise it, as necessary, based on feedback from mentor logs, each ScIP, and data on teacher and student performance.

### **NJEA Resources on Professional Learning**

NJEA has many resources to support ARs to help members have all the information they need related to professional development. You can access all of the current materials available at: <http://www.njea.org/learning/professional-learning>

### **Full copy of the regulations**

The complete subsection of the Administrative Code (regulations) on Professional Development and Mentoring may be found online on the NJ Department of Education homepage at: <http://www.state.nj.us/education/code/current/title6a/chap9c.pdf>



## Advice on evaluation

- The AR's role in evaluation
- What every member should know about evaluation

### *The AR's role in evaluation*

The association representative (AR) is the primary personal contact a member has with the association. Therefore, the AR must play a major role in helping members understand the evaluation process. The AR monitors for any problems and patterns related to evaluation in the school building.

NJEA provides the following guide for ARs and other local leaders to use in assisting members:

### *General role of the AR*

The AR should:

- be familiar with the evaluation regulations in AchieveNJ as well as the language in the collective bargaining agreement and policies and procedures of the school district regarding evaluation.
- be familiar with whichever evaluation model is being used in the district and the methods for developing a score within the district.
- communicate on a regular basis with members of the School Improvement Panel (ScIP) and ensure that individual teacher evaluations are kept confidential.
- assist in the development and/or be aware of the local association plans regarding evaluation.
- monitor the work of the local evaluation committee and, using the data collected from that committee, monitor the consistency of evaluators throughout the school.
- inform association local evaluation committee about any practices occurring in the school building which violate the negotiated agreement or seem inconsistent with procedures occurring in other buildings within the district.
- make members aware that you are available for assistance in handling problems related to

the evaluation/observation, conferences, the annual summary conference, or written evaluation reports.

- ensure that post conferences are scheduled for all observations of teaching staff members and those pre-conferences are scheduled for all announced observations.
- be ready to help a staff member prepare for conferences, write responses, write professional development plans.
- ensure that all teachers in tested subjects are able to check the roster of students who will be assigned to them for the purpose of calculating mSGP
- ensure that teachers have an opportunity to have input into the creation of their Student Growth Objectives (SGOs)
- be familiar with any waiver of the evaluation regulations for the school district that have been approved by the New Jersey Department of Education

### *Reviewing the evaluation/observation with the member*

- Members should know that the evaluation and any written comments should be reviewed quickly, especially if there are problems or questions about the evaluation.
- Prior to a voluntary review of the observation/evaluation with the member, ask the member to give you a copy of the written report.
- Meet with the member and gather the following applicable data:

- The date when the completed observation/evaluation form was received by the member
- The maximum days remaining for returning signed documents to the evaluator
- Whether the observation/evaluation was the first, second, third, etc. performed this year
- The names and positions of the evaluators who performed the observations/evaluations this year (i.e., superintendent, assistant superintendent, principal, department chair, elementary/secondary supervisor, etc.)
- The member's points of concern with the observation/evaluation
- Any discrepancies, erroneous statements or other misconstruing elements within the evaluation/observation
- The date when the annual summary conference will be held with the evaluator

### *What to watch out for in observations/evaluations*

Check for the following points in an evaluation report. They may cast doubt on the reliability of the evaluator and, therefore, the validity of the evaluation process:

- Use of words or phrases that are inconsistent with the language of the evaluation rubric adopted by the district.
- Repeated negative verbal expressions during the conference.

- The use of the same negative comments in several areas of the evaluation rubric which will have a negative impact on the scoring of the evaluation.
- Use of vague or generalized terms that show bias or lack of understanding of the rubric by the evaluator.
- Scoring that is inconsistent with the district policy.
- Evidence of cut and pasting from another staff member's evaluation such as misstatements of fact in names, subject, or incorrect use of gender pronouns.
- No reflection of district responsibility or resources in recommending that employees visit other worksites or schools, take courses, use different materials, etc.

### *Legal rights of the member*

Here are some legal points which the AR and each member should be aware of:

1. The negotiated contract in your district and the state regulations regarding teacher evaluation contain members' rights. These may include requirements such as:
  - There must be reasonable intervals between observations.
  - Teaching staff members have the right to construct a written response and attach it to the observation/evaluation.
  - Short observations that cover a particular part of a lesson
  - Teaching staff members have the right to grieve observation/evaluation procedures covered under the contract.

2. The state teacher evaluation regulations say:
  - All information about an individual teacher evaluation is confidential.
  - The observation conference is held between the supervisor preparing the evaluation report and the staff member.
  - Areas needing improvement must be based on the staff member's job description and the evaluation rubric.
  - Only properly certified personnel employed in a supervisory capacity by the school district can perform duties of observations/evaluations.
  - One observation is required to be unannounced.
  - One observation is required to be an announced observation (DATE and TIME of the evaluation).
- All observations require a post observation conference.
- All announced observations require a pre-observation conference.
- "Observation" means a method of collecting data on the performance of a teaching staff member's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a principal, school administrator, or supervisor endorsement as defined in NJAC 6A:9-1.1.
3. Negotiated evaluation procedures for ESP may include many of the rights found in state teacher evaluation regulations.

## AR Training

NJEA is prepared to provide training for ARs and other groups of members on teacher and educational support staff evaluation, conferencing, analyzing observation reports, and other related topics. Contact your NJEA UniServ office to arrange for this training.

## NJEA Resources on Evaluation

NJEA has many resources to support ARs to help members have all the information they need related to evaluation. You can access all of the current materials available at: <http://www.njea.org/issues-evaluation>.

## NJDOE Website

For current guidance and information from the Department of Education on evaluation issues, go to: <http://www.state.nj.us/education/AchieveNJ/>

# Sample recording form for information about observations\*

Employee's name: \_\_\_\_\_

Date of Observation \_\_\_\_\_

Observer \_\_\_\_\_

Grade \_\_\_\_\_ Period/Time \_\_\_\_\_

Was the observer present for full period? \_\_\_\_\_

If NO, \_\_\_\_\_ time entered \_\_\_\_\_ time left

Course title \_\_\_\_\_

Number of students: \_\_\_\_\_ Absent \_\_\_\_\_ Late \_\_\_\_\_

Total on roll \_\_\_\_\_

Materials used: \_\_\_\_\_

### Unusual occurrences during the observation, causing distraction:

- |   |  |
|---|--|
| <input type="checkbox"/> Abbreviated schedule | <input type="checkbox"/> Disturbance in hall |
| <input type="checkbox"/> Extended period      | <input type="checkbox"/> Shortened period    |
| <input type="checkbox"/> Weather              | <input type="checkbox"/> Fire drill          |
| <input type="checkbox"/> Presence of observer | <input type="checkbox"/> Fight in class      |

Other (specify) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What was the purpose of the lesson? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What methods were used? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was homework assigned?  YES  NO

If YES, what was assigned? \_\_\_\_\_

\_\_\_\_\_

In your opinion was the lesson successful?  YES  NO

Based on what? \_\_\_\_\_

\_\_\_\_\_

Would you present the lesson in the same manner in the future?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General ability of the class (in your opinion):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General conduct and cooperation of the class during the period observed:

\_\_\_\_\_

Specify, in your opinion, any unusual characteristics of this class:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of the lesson: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee signature: \_\_\_\_\_

Received by (AR signature): \_\_\_\_\_

Date: \_\_\_\_\_

Date employee received written observation: \_\_\_\_\_

Date conference was held with the observer: \_\_\_\_\_

Date signed observation (*with teacher comments*)

was returned to the observer: \_\_\_\_\_

Employee feels observation was fairly done.  YES  NO

**\*Please note that this form is generic. It can be changed to apply to other certified and non-certified employees.**



## Certification in NJ

All teachers must hold an instructional certificate to teach in New Jersey public schools. Similarly, educational services personnel working in one of 21 different positions such as school counselors, school nurses, reading specialists, school library media specialists, etc. must hold an educational services certificate. The certificate holder is responsible for ensuring that they hold the required certification for the position sought or held.

Before obtaining employment in New Jersey, novice teachers must obtain a Certificate of Eligibility with Advanced Standing (CEAS) or a Certificate of Eligibility (CE). Once employment is secured, novice teachers must be enrolled in the Provisional Teacher Process (PTP).

Enrollment in the PTP is the responsibility of the hiring district. However, novice teachers are strongly encouraged to view their certificate listing online to ascertain that the district has completed the PTP enrollment process.

CE holders must concurrently complete formal instruction in a DOE approved program. Both CEAS and CE holders must meet mentoring and evaluation requirements in order to receive a standard certificate.

NJEA is always ready to assist members with certification questions and concerns.

The NJEA Certification, Evaluation and Tenure Committee studies, reports on, and makes recommendations concerning pre-professional

education, certification, evaluation and tenure.

Full details about NJ certification requirements may be found online on the NJ Department of Education Certification and Induction homepage:

<http://www.nj.gov/education/educators/license/>

Certification applications and payments are processed online through the N.J. Teacher Certification Information System (TCIS): <https://www20.state.nj.us/DOETCISON-LINEED/login.jsp>. N.J. does not issue paper certificates. A listing of certificates held is available online.

## **Tenure for teaching staff members, teachers, secretaries, and clerks**

The passage of TEACHNJ brought several important changes for the attainment of tenure as well as the conditions under which a teacher or teaching staff member can lose tenure.

There are two groups affected by most of the components of TEACHNJ. There is the large group of teaching staff members who require a license or certificate to work in a school district. This includes principals, assistant principals and those with educational services certificates such as child study team members, school counselors, school nurses, etc. A smaller subgroup of teaching staff members are “teachers.” Teachers are those staff members who require an instructional certificate to work in a school district, such as elementary, special education, and secondary teachers.

All teaching staff members attain tenure beginning with the first day of the fifth year of successful performance in the district. In order to earn tenure, teachers must earn an effective or highly effective annual summative rating on their evaluations in at least two out of three years following their first year of teaching. For teaching staff members who are not teachers, there is no requirement tying evaluation ratings to tenure.

Secretaries and clerks continue to attain tenure on the first day of their fourth year, with no ties to the evaluation system.

While under tenure, a staff member cannot be dismissed nor reduced in salary except for proper cause. A board can reduce the number of tenured employees, but for teaching staff members this must be done under a statutory system of seniority.

Seniority must be negotiated for all other employees.

All employees, regardless of tenure status, are entitled to maternity leave.

## **Evaluation and Tenure**

TEACHNJ created a connection between evaluation ratings and tenure. For teachers (not all other teaching staff members), there is an automatic trigger for tenure charges in some conditions. The law requires four levels of summative ratings in evaluation. Highly Effective, Partially Effective, and Ineffective. If a teacher receives two consecutive years of Ineffective summative ratings or a Partially Effective rating followed by an Ineffective rating, the superintendent is required to bring tenure charges. If a teacher has two Partially Effective ratings or an Ineffective Rating followed by a Partially Effective Rating, the superintendent has the option of bringing tenure charges or waiting for a third year to see further improvement.

If a teacher suspects that they will be receiving a second less-than-effective summative rating, the local should contact the UniServ office immediately, as the teacher’s job and career may be at jeopardy.

## **Corrective Action Plans**

All teaching staff members who receive a summative rating of less than effective are required to have a Corrective Action Plan (CAP). If the summative rating is developed before June 30 then the CAP must be developed before September 15 of the following year. If a summative rating is determined after June 30 (teachers in tested subjects with an mSGP score) then the CAP must be written within 15 days of the notification of the district by the NJDOE

of the summative rating. Corrective Action Plans run from one summative rating to the next.

The Corrective Action Plan should be developed collaboratively between the designated supervisor and the teacher. The CAP must include: Areas in need of improvement identified by the evaluation rubric; specific, demonstrable goals for improvement; responsibilities of the evaluated employee and the school district for the plan’s implementation, and timelines for meeting the goal.

The CAP replaces the teachers individual Professional Development Plan (PIP). Progress towards the CAP must be discussed at each post observation conference.

Completion of a CAP does not guarantee an effective summative rating.

Teachers on a CAP are required to have one more observation than the number required by the district for other teaching staff members and are required to have a mid-year evaluation with the School Improvement Panel. For teachers whose CAP is written prior to September 15 the mid-year evaluation must take place prior to February 15. For CAPs written after September 15, the mid-year evaluation takes place half way between the writing of the CAP and the annual summative evaluation conference.

## **Your Employment Contract**

Normally, you and your board are both committed to 30 to 60 days notice before you can be released from your contract. Some contracts, without a termination clause, may bind both parties for the entire school year.

If a termination clause is in the contract, it applies to the summer months even though you may not

have actually reported for work.

Members have the right to have representative (s) of their own choosing present at interviews which have been called by the board or a board committee at which their status of employment may be in jeopardy.

Members should be advised to obtain a release from an existing contract before signing another. For certified employees, failure to fulfill the terms of an existing contract can bring serious professional and personal penalties, including revocation of your license in the state for a year following the violation.

Tenure and employee rights such as pension, and accumulated sick leave are protected when a district regionalizes, consolidates, or discontinues any grade and sends its students to another school district. The seniority rights of teachers are also protected.

New Jersey law sets May 15 as the deadline for notifying nontenured teachers of nonrenewal of contracts.

## **Nontenure**

### **6:3-4.2 Procedure for appearance of nontenured teaching staff members before a local board of education upon receipt of notice on non-reemployment.**

A nontenured teaching staff member who has requested in writing and has received a written statement

of reasons for non-reemployment (pursuant to NJSA 18A:27-3.3) may request in writing an informal appearance before the local board of education. This written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons. Such an informal appearance (provided under NJSA 10:4-12b(8)) shall be scheduled within 30 calendar days from receipt of the board's statement of reasons.

A nontenured teaching staff member's appearance before the board regarding non-reemployment shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff member to convince the members of the board to offer reemployment.

Each local board shall determine a reasonable length of time for the proceeding and provide adequate written notice to the employee regarding the date and time of the informal appearance. The nontenured teaching staff member may choose a representative to be present at the hearing.

Witnesses may appear on behalf of the staff member. Such witnesses need not present testimony under oath and shall not be cross-examined by the board. Witnesses shall be called into the meeting to address the board one at a time and shall be excused from the meeting after making their statements.

Within three days following the informal appearance, the board shall notify the affected teaching staff member, in writing, of its final determination.

These rules and requirements should be considered as minimal standards and do not preclude your right to negotiate improved evaluation procedures for the protection of nontenured teachers.

## **Protection**

Unified members are assured protection of their professional rights in state and federal courts through financial aid from NJEA's Professional Rights and Responsibilities (PR&R) Committee and the NEA DuShane Fund. Help in extraordinary crises also comes from the Paul Dimitriadis Rights Fund and the School Employees Loan Fund. In addition, individual members are assured of financial assistance during crises through interest-free loans made possible under the National School Employees Assistance Fund. (The massive strength of NEA, NJEA, and other state associations stand behind this "Credit Bank.")

In many cases, early contact with your nearest NJEA/NEA UniServ office may resolve the problem without litigation.



## School Law

### Employment

#### 18A:26-2 Certificate Required

No teaching staff member shall be employed in the public schools by any board of education unless he is a holder of a valid certificate to teach, administer, direct or supervise the teaching, instruction, or educational guidance of, or to render, administer, direct, or supervise the rendering of nursing service to, pupils in such public schools and of such other certificate if any, as may be required by law.

#### 18A:27-2 Employment Without Certificate Prohibited

Any contract or engagement of any teaching staff member, shall cease and determine whenever the employing board of education shall ascertain by written notice received

from the county or city superintendent of schools, or in any other manner, that such person is not, or has ceased to be, the holder of an appropriate certificate required by this title for such employment, notwithstanding that the term of such employment shall not then have expired.

#### 18A:27-3 Employment for School Year

Teaching staff may be employed and their salaries fixed and determined, under contracts, by a board of education for the period from July 1 of the year in which such board shall organize to the succeeding June 30, notwithstanding that the fiscal year of the district or of the municipality in which it is located is the calendar year.

#### 18A:27-3.1 Non-Tenured Teaching Staff; Observation and Evaluation; Conference; Purpose

Every board of education in this State shall cause each non-tenure teaching staff member employed by it to be observed and evaluated in the performance of his or her duties at least three times during each school year but not less than once during each semester. Said evaluations are to take place before April 30 each year. The evaluations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual

teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.

#### **18A:27-3.2 Teaching Staff Member; Notice of Termination; Statement of Reasons; Request; Written Answer**

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such non-employment which shall be given to the teaching staff member in writing within 30 days after the receipt of such request.

#### **18A:27-5 Written Contracts of Employment Required**

Every contract between a board of education which has not made rules governing such employment and any teaching staff member shall be in writing, in triplicate, signed by the president and secretary of the board of education and by such person.

#### **18A:27-6 Contents of Contracts**

Each such contract shall specify:

1. The date when the person shall begin such employment;
2. The kind and grade of certificate held by him and the date upon which the certificate will expire;
3. The salary at which he is employed, which shall be payable in equal semimonthly or monthly installments, as the board shall determine, not later than five days after the first and fifteenth day of each month in case of semimonthly

installments and not later than five days after the close of the month in the case of monthly installments while the school is in session, a month being construed, unless otherwise specified in the contract, to be 20 school days or four weeks of five school days each; and

4. Such other matter as may be necessary to a full and complete understanding of the contract.

#### **18A:27-10 Non-Tenured Teaching Staff Member; Offer of Employment for Next Succeeding Year or Notice of Termination Before May 31**

On or before May 15 in each year, each nontenured teaching staff member continuously employed by a board of education since the preceding September 30 shall receive either

- a. A written offer of a contract for employment from the board of education for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or
- b. A written notice from the chief school administrator that such employment will not be offered.

#### **18A:27-11 Failure to Give Timely Notice of Termination as Offer of Employment for Next Succeeding Year**

Should any board of education fail to give to any nontenured teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the

next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

#### **18A:27-12 Notice of Acceptance; Deadline**

If the teaching staff member desires to accept such employment, he shall notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this article shall no longer be applicable.

#### **18A:13-64 Employees of Regional District; Continuance in Positions and Rights**

All employees of the regional district shall continue in their respective positions in the withdrawing district, or in each of the constituent districts in the event of a dissolution, and all of their rights of tenure, seniority, pension, leave of absence, and other similar benefits shall be recognized and preserved and any periods of prior employment in the regional district

### **Salaries**

#### **18A:29-1 Uncertified Teacher Denied Salary**

No staff member shall be entitled to any salary unless he/she is the holder of an appropriate certificate.

#### **18A:29-3 Summer Payment Plan; continuance of plan to raise funds**

Whenever persons employed for an academic year by a board of education shall indicate in writing their desire to participate in a summer payment plan, and such board of education approves such participation, then, and thereupon, the proper disbursing officer of the

board of education, under such rules as may be promulgated by the commissioner with the approval of the State board, is hereby empowered and directed to deduct and withhold an amount equal to 10 percent of each semimonthly or monthly salary installment, from the payments of the salaries made to such employees as shall participate in such plan, and the accumulated deductions for any academic year shall be paid to the employee or his estate, under such rules as may be established by the board of education in one of the following ways:

- 1 at the end of the academic year;
- 2 in one or more installments after the end of the academic year but prior to Sept. 1;
- 3 upon death or termination of employment if earlier. Such deductions may be deposited by the board of education in an interest bearing account in any financial institution having its principal office in the State of NJ.

Any board of education which had in effect, prior to Jan. 1, 1980, any payment plan which permitted funds to be raised in the next fiscal year is hereby authorized to continue to raise funds in this manner.

#### **18A:29-4.1 Salary Policy and Schedule for Teaching Staff Members; adoption, etc.**

A board of education of any district may adopt a one, two, three, four or five year salary policy, including salary schedules for all full-time teaching staff members which shall not be less than those required by law. The policy and schedules shall be binding upon the adopting board and upon all future boards in the same district for a period of one, two, three, four or five years from the effective date of the policy but

shall not prohibit the payment of salaries higher than those required by such policy or schedules nor the subsequent adoption of policies or schedules providing for higher salaries, increments, or adjustments. Every school budget adopted, certified, or approved by the board, the voters of the district, the board of school estimate, the governing body of the municipality or municipalities, or the commissioner, as the case may be, shall contain such amounts as may be necessary to fully implement such policy and schedules for that budget year.

#### **18A:29-9 Agreements as to Initial Salaries**

Whenever a person shall hereafter accept office, position or employment as a member in any school district of this state, his initial place on the salary schedule shall be at such point as may be agreed upon by the member and the employing board of education.

#### **18A:29-11 Credit for Military Service**

Every member who, after July 1, 1940, has served or hereafter shall serve, in the active military or naval service of the United States or of this state, including active service in the women's army corps, the women's reserve of the naval reserve, or any similar organization authorized by the United States to serve with the army or navy, in time of war or an emergency, or for or during any period of training or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he had been employed for the same period of time in some publicly owned and operated college, school, or institution of learning in this or any other state or

territory of the United States, except that the period of such service shall not be credited toward more than four employment or adjustment increments. Nothing contained in this section shall be construed to reduce the number of employment or adjustment increments to which any member may be entitled under the terms of any law, or regulation, or action or any employing board or officer, of this state, relating to leaves of absence.

#### **18A:29-14 Withholding Increments; Causes; Notice of Appeals**

Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership or the board of education. It shall be the duty of the board of education, within ten days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under the rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the board of education or direct that the increment or increments be paid. The Commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment.

#### **18A:13-64 Positions, rights and benefits of regional, constituent district employees continued**

All employees of the regional district shall continue in their respective positions in the withdrawing district,

or in each of the constituent districts in the event of a dissolution, and all of their rights of tenure, seniority, pension, leave of absence and other similar benefits shall be recognized and preserved and any periods of prior employment in the regional district shall count toward the acquisition of tenure to the same extent as if all such employment had been under the withdrawing district or in any of the constituent districts in the event of a dissolution. In the event of a withdrawal, any tenured employee in a school located in the withdrawing district who desires to remain in the employ of the regional district, and whose seniority under existing tenure laws so permits, may apply for and shall be granted a transfer to a position with the regional district for which he is certified which is vacant, held by a tenured employee with less seniority or by an employee without tenure; applications for such transfers shall be made within 45 days of the date of the special school election at which the withdrawal was approved.

**L.1975,c.360,s.14; amended 1993,c.255,s.13.**

### **Tenure**

#### **18A:17-2 Tenure of secretaries, school business administrators, assistant secretaries, business managers, and secretarial and clerical employees**

- a. Any secretary, assistant secretary, school business administrator or business manager of a board of education of any school district who has or shall have devoted his full time to the duties of his office and has or shall have served therein for three consecutive calendar years, and
- b. Any person holding any secretarial or clerical position or employment under a board of

education of any school district or under any officer thereof, after

1. The expiration of a period of employment of three consecutive calendar years in the district or such shorter period as may be fixed by the board or officer employing him, or
2. Employment for three consecutive academic years, together with employment at the beginning of the next succeeding academic year, an academic year being the period between the time when school opens in the district after the general summer vacation and the beginning of the next succeeding summer vacation, and
- c. Any person, who has acquired, or shall hereafter acquire, tenure in any secretarial or clerical office, position or employment under the board of education of a school district and has been appointed district clerk or secretary, or shall hereafter be appointed secretary of said district, as such secretary, shall hold his office, position or employment under tenure during good behavior and efficiency and shall not be dismissed or suspended or reduced in compensation, except for neglect, misbehavior or other offense and only in the manner prescribed by sub-article B of article 2 of chapter 6 of this title.

#### **18A:28-3 No Tenure for Noncitizens**

No teaching staff member shall acquire tenure unless he is, or until he shall become, a citizen of the US.

#### **18A:28-4 Teaching Staff Members Not Certified, Not to Obtain Tenure: Exception**

No teaching staff member shall acquire tenure in any position in the public schools in any school district or under any board of education, who is not the holder of an appropriate certificate for such position, issued by the State Board of Examiners, in full force and effect, except that no board of education shall terminate the employment or refuse to continue the employment or reemployment of

- a. any school nurse appointed prior to May 9, 1947, for the reason that such nurse is not the holder of such a certificate and the State Board of Examiners shall make no rule or regulation which will affect adversely the rights of any such nurse under any certificate issued prior to said date.
- b. a school athletic trainer appointed prior to the effective date of P.L. 1999, c. 87 (C.18A:26-2.4 et al.) for the reason that the school athletic trainer is not the holder of a certificate, provided that the person is registered with or licensed by the NJ State Board of Medical Examiners, as applicable, as an athletic trainer. That person shall be issued the new certificate without being required to meet any additional qualifications, and any periods of employment as an athletic trainer prior to the effective date of that act shall count toward the acquisition of tenure to the same extent, as employment after the effective date of that act.

## 18A:28-5 Tenure of Teaching Staff Members

a. The services of all teaching staff members employed prior to the effective date of P.L.2012, c. 26 (C.18A:6-117 et al.) in the positions of teacher, principal, other than administrative principal, assistant principal, vice-principal, assistant superintendent, and all school nurses including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the board of examiners, serving in any school district or under any board of education, excepting those who are not the holders of proper certificates in full force and effect and school business administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by subarticle B of article 2 of chapter 6 of this Title, after employment in such district or by such board for:

- (1) Three consecutive calendar years, or any shorter period which may be fixed by the employing board for such purpose; or
- (2) Three consecutive academic years, together with employment at the beginning of the next succeeding academic year; or

- (3) The equivalent of more than three academic years within a period of any four consecutive academic years.

b. The services of all teaching staff members employed on or after the effective date of P.L. 2012, c. 26 (C.18A:6-117 et al.) in the position of teacher, principal, other than administrative principal, assistant principal, vice-principal, assistant superintendent, and all school nurses, including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the board of examiners, serving in any school district or under any board of education, excepting those who are not the holders of proper certificates in full force and effect, and school business administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by subarticle B of article 2 of chapter 6 of this Title,<sup>1</sup> after employment in such district or by such board for:

- (1) Four consecutive calendar years; or
- (2) Four consecutive academic years, together with employment at the beginning of the next succeeding academic year; or

- (3) The equivalent of more than four academic years within a period of any five consecutive academic years.

In order to achieve tenure pursuant to this subsection, a teacher shall also complete a district mentorship program during the initial year of employment and receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment after the initial year of employment in which the teacher completes the district mentorship program. In order to achieve tenure pursuant to this subsection, a principal, assistant principal, and vice-principal shall also receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment with the first effective rating being received on or after the completion of the second year of employment.

For purposes of this subsection, “effective” or “highly effective” means the employee has received an annual summative evaluation rating of “effective” or “highly effective” based on the performance standards for his position established through the evaluation rubric adopted by the board of education and approved by the commissioner.

c. For purposes of this chapter, tenure in any of the administrative or supervisory positions enumerated herein shall accrue only by employment in that administrative or supervisory position. Tenure so accrued shall not extend to any other administrative or supervisory position and nothing herein shall limit or

restrict tenure rights which were or may be acquired pursuant to NJSA18A:28-6 in a position in which the individual actually served.

### 18A:28-6 Tenure Upon Transfer or Promotion

a. Any such teaching staff member under tenure or eligible to obtain tenure under this chapter, who is transferred or promoted with his consent to another position covered by this chapter on or after July 1, 1962, shall not obtain tenure in the new position until after:

- (1) the expiration of a period of employment of two consecutive calendar years in the new position unless a shorter period is fixed by the employing board for such purpose; or
- (2) employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
- (3) employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years; provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he then has tenure in the district or under said board of education, such

teaching staff member shall be returned to his former position at the salary which he would have received had the transfer or promotion not occurred together with any increase to which he would have been entitled during the period of such transfer or promotion.

b. Any such teaching staff member under tenure or eligible to obtain tenure under this chapter, who is transferred or promoted with his consent to another position covered by this chapter on or after the effective date of P.L.2012, c. 26 (C.18A:6-117 et al.), shall not obtain tenure in the new position until after:

- (1) the expiration of a period of employment of two consecutive calendar years in the new position; or
- (2) employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
- (3) employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years; provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he then has tenure in the district or under said board of education, such

teaching staff member shall be returned to his former position at the salary which he would have received had the transfer or promotion not occurred together with any increase to which he would have been entitled during the period of such transfer or promotion.

In order to receive tenure pursuant to this subsection, a teacher, principal, assistant principal, and vice-principal shall be evaluated as effective or highly effective in two annual summative evaluations within the first three years of employment in the new position.

For purposes of this subsection, “effective” or “highly effective” means the employee has received an annual summative evaluation rating of “effective” or “highly effective” based on the performance standards for his position established through the evaluation rubric adopted by the board of education and approved by the commissioner.

### 18A:28-6.1 Tenure Upon Discontinuance of School

Whenever, heretofore or hereafter, any board of education in any school district in this state shall discontinue any high school, junior high school, elementary school or any one or more of the grades from kindergarten through grade 12 in the district and shall, by agreement with another board of education, send the pupils in such schools or grades to such other district, all teaching staff members who are assigned for a majority of their time in such school, grade or grades and who have tenure of office at the time

such schools or grades are discontinued shall be employed by the board of education of such other district in the same or nearest equivalent position, provided that any such teaching staff member may elect to remain in the employ of the former district in any position to which he may be entitled by virtue of his tenure and seniority rights by giving notice of said election to the boards of education in each of the school districts at least three months prior to the date on which school, grade, or grades are to be discontinued. Teaching staff members so employed in such other district shall have their rights to tenure, seniority, pension and accumulated leave of absence, accorded under the laws of this state, recognized and preserved by the board of education of that district. Any periods of prior employment in such sending district shall count toward the acquisition of tenure in the other district to the same extent as if all such prior employment had been in such other district.

### **18A:6-8.3 Suspended employee or officer of board of education; compensation; exceptions**

Any employee or officer of a board of education in this State who is suspended from his employment, office, or position, other than by reason of indictment, pending any investigation, hearing, or trial or any appeal therefrom, shall receive his full pay or salary during such period of suspension, except that in the event of charges against such employee or officer brought before the board of education or the Commissioner of Education pursuant to law, such suspension may be with or without pay or salary as provided in chapter 6 of which this section is a supplement.

### **18A:6-10 Dismissal and Reduction in Compensation of Persons Under Tenure in Public School System**

No one shall be dismissed/reduced in compensation,

- (a) if he is or shall be under tenure of office, position of employment during good behavior and efficiency in the public school system of the state, or
- (b) if he is or shall be under tenure of office, position or employment during good behavior and efficiency as a supervisor, teacher or in any other teaching capacity in the Marie H. Katzenbach School for the Deaf, or in any other educational institution conducted under the supervision of the commissioner: except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to this subarticle, by the commissioner, or a person appointed by him to act in his behalf, after a written charge(s), of the cause(s) of complaint, shall have been preferred against such person signed by the person or persons making the same, who may or may not be a member or members of a board of education, and filed and proceeded upon as in this subarticle provided. Nothing in this section shall prevent the reduction of the number of any such persons holding such offices, positions, or employment under the conditions and with the effect provided by law.

### **18A:6-11 Written Charges, Statement of Evidence; Filing; Statement of Position by Employee; Certification of Determination, Notice**

Any charge made against any employee of a board of education under tenure during good behavior and efficiency shall be filed with the secretary of the board in writing and a written statement of evidence under oath to support such charge shall be presented to the board. The board of education shall forthwith provide such employee with a copy of the statement of the evidence and an opportunity to submit a written statement of position and a written statement of evidence under oath with respect thereto. After consideration of the charge, statement of position and statements of evidence presented to it, the board shall determine by majority vote of its full membership whether there is probable cause to credit the evidence in support of the charge and whether such charge, if credited, is sufficient to warrant a dismissal or reduction of salary. The board of education shall forthwith notify the employee against whom the charge has been made of its determination, personally or by certified mail directed to his last known address. In the event the board finds that such probable cause exists and that the charge, if credited, is sufficient to warrant a dismissal or reduction of salary, then it shall forward such written charge to the Commissioner for a hearing pursuant to NJSA 18A: 6-16, together with a certificate of such determination. The consideration and actions of the board as to any charge shall not take place at a public meeting.

### 18:6-13 Dismissal of Charge for Failure of Determination

If the board does not make such a determination within 45 days after receipt of the written charge, the charge shall be deemed to be dismissed and no further proceeding or action shall be taken thereon.

### 18:6-14 Suspension Upon Certification of Charge: Compensation, Reinstatement

Upon certification any charge to the commissioner, the board may suspend the person against whom such charge is made, with or without pay, but, if the determination of the charge by the Commissioner of Education is not made within 120 calendar days after certification of the charges, excluding all delays which are granted at the request of such person, then the full salary (except for said 120 days) of such person shall be paid beginning on the one hundred twenty-first day until such determination is made. Should the charge be dismissed, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed at any stage of the process, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed at any stage of the process and the suspension be continued during an appeal therefrom, then the full pay or salary of such person shall continue until the determination of the appeal. However, the board of education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from any substituted employment assumed during such period of suspension. Should the charge be sustained on the original hearing or an appeal therefrom, and should

such person appeal from same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of suspension.

### 18A:6-16 Proceedings Before Commissioner: Hearing

Upon receipt of such a charge and certification, or of a charge lawfully made to the commissioner, or the person appointed to act in the commissioner's behalf in the proceedings shall examine the charges and certification. The individual against whom the charges are certified shall have 15 days to submit a written response to the charges to the commissioner.

Upon a showing of good cause, the commissioner may grant an extension of time. The commissioner shall render a determination on the sufficiency of charges as set forth below within 15 days immediately following the period provided for a written response to the charges.

If following receipt of the written response to the charges, the commissioner is of the opinion that they are not sufficient to warrant dismissal or reduction in salary of the person charged, he shall dismiss the same and notify said person accordingly. If, however, he shall determine that such charge is sufficient to warrant dismissal or reduction in salary of the person charged, he shall within 10 days of making that determination refer the case to an arbitrator pursuant to section 22 of P.L.2012, c. 26 (C.18A:6-17.1) the Office of Administrative Law for further proceedings, except that when a motion for summary decision has been made prior to that time, the commissioner may retain the matter for purposes of deciding the motion.

### 18A:6-17.2. Scope of matters under consideration at arbitration; burden of proof; time to render decision

In the event that the matter before the arbitrator pursuant to

- a. Section 22 of this act<sup>1</sup> is employee inefficiency pursuant to section 25 of this act,<sup>2</sup> in rendering a decision the arbitrator shall only consider whether or not:
  - (1) the employee's evaluation failed to adhere substantially to the evaluation process, including, but not limited to providing a corrective action plan;
  - (2) there is a mistake of fact in the evaluation;
  - (3) the charges would not have been brought but for considerations of political affiliation, nepotism, union activity, discrimination as prohibited by State or federal law, or other conduct prohibited by State or federal law; or
  - (4) the district's actions were arbitrary and capricious.
- b. In the event that the employee is able to demonstrate that any of the provisions of paragraphs 1 through 4 of Subsection A. of this section are applicable, the arbitrator shall then determine if that fact materially affected the outcome of the evaluation. If the arbitrator determines that it did not materially affect the outcome of the evaluation, the arbitrator shall render a decision in favor of the board and the employee shall be dismissed.

- c. The evaluator's determination as to the quality of an employee's classroom performance shall not be subject to an arbitrator's review.
- d. The board of education shall have the ultimate burden of demonstrating to the arbitrator that the statutory criteria for tenure charges have been met.
- e. The hearing shall be held before the arbitrator within 45 days of the assignment of the arbitrator to the case. The arbitrator shall render a written decision within 45 days of the start of the hearing.

**18A:6-17.3. Filing with the secretary of the board of education notice of a charge of inefficiency; procedural requirements**

- a. Notwithstanding the provisions of NJSA18A:6-11 or any other section of law to the contrary, in the case of a teacher, principal, assistant principal, and vice-principal:
  - (1) the superintendent shall promptly file with the secretary of the board of education a charge of inefficiency whenever the employee is rated ineffective or partially effective in an annual summative evaluation and the following year is rated ineffective in the annual summative evaluation;
  - (2) if the employee is rated partially effective in two consecutive annual summative evaluations or is rated ineffective in an annual summative evaluation and the following year is rated partially effective in the annual

summative evaluation, the superintendent shall promptly file with the secretary of the board of education a charge of inefficiency, except that the superintendent upon a written finding of exceptional circumstances may defer the filing of tenure charges until after the next annual summative evaluation. If the employee is not rated effective or highly effective on this annual summative evaluation, the superintendent shall promptly file a charge of inefficiency.

- b. Within 30 days of the filing, the board of education shall forward a written charge to the commissioner, unless the board determines that the evaluation process has not been followed.
- c. Notwithstanding the provisions of NJSA18A:6-16 or any other section of law to the contrary, upon receipt of a charge pursuant to Subsection A. of this section, the commissioner shall examine the charge. The individual against whom the charges are filed shall have 10 days to submit a written response to the charges to the commissioner. The commissioner shall, within five days immediately following the period provided for a written response to the charges, refer the case to an arbitrator and appoint an arbitrator to hear the case, unless he determines that the evaluation process has not been followed.
- d. The only evaluations which may be used for purposes of this section are those evaluations

conducted in accordance with a rubric adopted by the board and approved by the commissioner pursuant to P.L.2012, c. 26 (C.18A:6-117 et al.).

**18A:6-18 Dismissal, reduction, and compensation of persons under tenure in schools and institutions of higher learning**

No professor, associate professor, assistant professor, instructor, supervisor, registrar, teacher or other persons employed in a teaching capacity, in any State college, county college or industrial school who is under tenure during good behavior and efficiency shall be dismissed or subject to reduction in salary, except for inefficiency, incapacity, conduct unbecoming a teacher or other just cause. Written charge of the cause or causes preferred against an individual shall be signed by the person or persons making the same and filed with the board of trustees of said college or school. Upon determination that the matter is a contested case, the board shall assign the matter for hearing and initial decision to the Office of Administrative Law. A final decision shall be rendered by the full board of trustees. The person charged may be represented by counsel at all times and have compulsory process to compel the attendance of witnesses to testify therein, as provided by law. Contested case hearing shall be conducted under rules and regulations established pursuant to the "Administrative Procedure Act," P.L. 1968, c. 410 (C. 52:14B-1 et seq.) and P.L. 1978, c. 67 (C. 52:14F-1 et seq.).

**18A:6-25 Decisions in Controversies and Disputes**

The determination of any controversy or dispute shall be made within 60 days after the close of the hearing and shall be in the form of a written decision which shall contain

findings of facts upon which the determination is based, which shall be filed in the office of the commissioner and a copy of the decision shall be served upon the parties to the dispute, pursuant to rules made by the state board, and any such decision shall be binding unless and until reversed upon appeal.

#### **18A:28-8 Notice of Intention to Resign Required**

Any teaching staff member, under tenure of service, desiring to relinquish his position shall give the employing board of education at least 60 days written notice of his intention, unless the board shall approve a release on shorter notice and if he fails to give such notice, he shall be deemed guilty of unprofessional conduct, and the Commissioner may suspend his certificate for not more than one year.

#### **18A:28-9 Reduction of Force; Power to Reduce and Reasons for Reduction**

Nothing in this title or any other law relating to tenure of service shall be held to limit the right of any board of education to reduce the number of teaching staff members, employed in the district whenever, in the judgment of the board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause upon compliance with the provisions of this article.

#### **18A:28-10 Reasons for Dismissals of Persons Under Tenure on Account of Reduction**

Dismissals resulting from any such reduction shall not be made by reason of residence, age, sex, marriage, race, religion, or political affiliation but shall be made on the basis of seniority according to standards es-

tablished by the commissioner with the approval of the state board.

#### **18A:28-11 Seniority; Board to Determine; Notice and Advisory Opinion**

In the case of any such reduction, the board of education shall determine the seniority of the persons affected according to such standards and shall notify each such person as to his seniority status, and the board may request the commissioner for an advisory opinion with respect to the applicability of the standards to particular situations, which request shall be referred to a panel consisting of the county superintendent of the county, the secretary of the state board of examiners and an assistant commissioner of education designated by the commissioner and an advisory opinion shall be furnished by said panel. No determination of such panel shall be binding upon the board of education or any other party in interest or upon the commissioner or the state board if any controversy or dispute arises as a result of such determination and an appeal is taken therefrom pursuant to the provisions of this title.

#### **18A:28-12 Dismissal of persons having tenure on reduction; reemployment**

If any teaching staff member shall be dismissed as a result of such reduction, such person shall be and remain upon a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a position for which such person shall be qualified and he shall be reemployed by the body causing dismissal, if and when such vacancy occurs and in determining seniority, and in computing length of service for reemployment, full recognition shall be given to previous years of service, and the time of service by any such person in or with the military or naval forces of

the United States or of this State, subsequent to Sept. 1, 1940, and the time of service of any member of the American Merchant Marine during World War II who is declared by the U.S. Department of Defense to be eligible for federal veterans' benefits, shall be credited to him as though he had been regularly employed in such a position within the district during the time of such military or naval service, except that the period of that service shall not be credited toward more than four years of employment or seniority credit toward more than four years of employment or seniority credit.

### **Leaves**

#### **18A:30-2 Sick Leave Allowable**

All persons holding any office, position, or employment in all local school districts, regional school districts, or county vocational schools of the state who are steadily employed by the board of education or who are protected by tenure in their office, position, or employment under the provisions of this or any other law, except persons in the classified service of the civil service under Title 11, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of 10 school days in any school year.

#### **18A:30-2.1 Payment of Sick Leave for Service Connected Disability**

- a. Whenever any employee, entitled to sick leave under this Chapter, is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar

year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this Section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

- b. Leave taken by an employee pursuant to Subsection A. of this section shall constitute satisfactory service as provided pursuant to NJSA 18A:29-14 and any other provision, statutory or contractual, relating to employment, adjustment, or other increments and shall not constitute inefficiency or other good cause for the withholding of an employment or adjustment increment.

### **18A:30-3.2 Credit with Unused Sick Leave**

Whenever a board of education employs any person who has an unused accumulation of sick leave days from another school district in NJ, the employing board may grant, not later than the end of the first year of employment, part or full credit therefore. The amount of any such credit shall be fixed by resolution of the board uniformly applicable to all employees and subject to the provisions of this Chapter.

### **18A:30-3.3 Certificate Issued Showing Unused Sick Leave**

Upon termination of employment of any employee from any school district, the board shall issue, at the request of the employee, a certificate stating such employee's unused accumulation of sick leave days as of the date of such termination. Such certificate shall be filed with the new employer within one year of the date of such new employment.

### **18A:30-4 Physician's certificate required for sick leave**

In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave.

### **18A:30-6 Prolonged Absence Beyond Sick Leave Period**

When absence, under the circumstances described in Section 18A:30-1 of this Article, 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 length of time as may be determined by the board of education in each individual case. A day's salary is defined as 1/200 of the annual salary.

### **18A:30-7 Power of Boards of Education to Pay Salaries**

Nothing in this Chapter shall affect the right of the board of education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or to grant sick leave over and above the minimum sick leave as defined in this Chapter or allowing days to accumulate over and above those provided for in Section 18A:30-2, except that no person

shall be allowed to increase his total accumulation by more than 15 days in any one year.

## **Miscellaneous Provisions**

### **18A:6-1 Corporal Punishment of Pupils**

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
- (2) to obtain possession of weapons or dangerous objects upon the person or within the control of pupil;
- (3) for the purpose of self-defense; and
- (4) for the protection of persons or property; and any such acts, shall not be construed to constitute corporal punishment, within the meaning and intentment of this section.

Every resolution by law, rule, or ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

### **18A:16-6 Indemnity of officers and employees against civil actions**

Whenever any civil or administrative action or other legal proceeding has been or shall be brought against any person holding any office, position or employment under the

jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; provided that

- a. no employee shall be entitled to be held harmless or have his defense costs defrayed in a disciplinary proceeding instituted against him by the board or when the employee is appealing an action taken by the board; and
- b. indemnification for exemplary or punitive damages shall not be mandated and shall be governed by the standards and procedures set forth in NJSA 59:10-4. Any board of education may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

#### **18A:16-6.1. Indemnity of officers and employees in certain criminal actions**

Should any criminal or quasi-criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. No employee shall be entitled to be held harmless or have his defense costs defrayed as a result of

a criminal or quasi-criminal complaint filed against the employee by or on behalf of the board of education.

Any board of education may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

#### **18A:16-2 Physical Examinations; Requirements**

- a. Every board of education shall require all of its employees, and may require any candidate for employment, to undergo a physical examination, the scope whereof shall be determined under rules of the state board, at least once in every year and may require additional individual psychiatric or physical examinations of any employee, whenever, in the judgment of the board, an employee shows evidence of deviation from normal, physical, or mental health. Any such examination may, if the board so requires, include laboratory tests or fluoroscopic or X-ray procedures for the obtaining of additional diagnostic data.
- b. A board of education may include testing for usage of controlled dangerous substances as they are defined in NJSA 2C:35-2 as part of any physical examination which is required of a candidate for employment who has received a conditional offer of employment. Any testing shall be conducted by a physician or institution designated by the board of education and the costs shall be paid by the board. The Department of Education, in consultation with the Department of Health, shall develop guidelines for school boards which elect to require the testing.

#### **18A:16-3 Character of Examinations**

Any such examination may be made by a physician or institution designated by the board, in which case the cost thereof and of all laboratory tests and fluoroscopic or X-ray procedures shall be borne by the board or, at the option of the employee, they may be made by a physician or institution of his own choosing, approved by the board, in which case said examination shall be made at the employee's expense.

#### **18A:25-3 Teaching, etc., on Holidays Not Required**

No teaching staff member shall be required to perform his duties on any day declared by law to be a public holiday and no deduction shall be made from such member's salary by reason of the fact that such a public holiday happens to be a school day and any term of any contract made with any such member which is in violation of this section shall be void.

#### **18A:25-7 Meeting Which Could Adversely Affect Employment; Right to notice and representation**

Whenever any teaching staff member is required to appear before the board of education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position, or 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 person of his own choosing present to advise and represent him during such meeting or interview.

## N.J. Administrative Code

### 6A:10-6.2 Required observations for teaching staff members

- (a) The chief school administrator shall determine the duration of the three observations required pursuant to NJSA 18A:27-3.1 for nontenured teaching staff members, except teachers, principals, vice principals, and assistant principals. For the purpose of this subsection, observations include, but are not limited to: observations of meetings, student instruction, parent conferences, and case-study analysis of a significant student issue. The observation shall:
1. Be followed within 15 working days by a conference between the administrative or supervisory staff member who made the observation and written or electronic evaluation, and the nontenured teaching staff member;
  2. Be followed by both parties to such a conference signing the written or electronic evaluation report and each retaining a copy for his or her records; and
  3. Allow the nontenured teaching staff member to submit his or her written objection(s) of the evaluation within 10 teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.
- (b) All tenured teaching staff members as described in this

section shall receive at least one observation per school year. The chief school administrator or his or her designee may determine the length and structure of the observation.

### 6A:10-9.1 Procedure for appearance of nontenured teaching staff members before a local board of education upon receipt of notice of nonreemployment

- (a) Whenever a non-tenured teaching staff member has requested in writing and has received a written statement of reasons for non-reemployment pursuant to NJSA 18A:27-3.2, he/she may request in writing an informal appearance before the local board of education. Such written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons.
- (b) Such an informal appearance shall be scheduled within 30 calendar days from receipt of the board's statement of reasons.
- (c) Under the circumstances described herein, a non-tenured teaching staff member's appearance before the board shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff member to convince the members of the board to offer reemployment.
- (d) Each local board shall exercise discretion in determining a reasonable length of time of the proceeding, depending upon the specific circumstances in each instance.
- (e) Each local board shall provide adequate written notice to the employee regarding the date and time of the informal appearance.

- (f) The non-tenured teaching staff member may be represented by counsel or one individual of his/her own choosing.
- (g) The member may present witnesses on his/her behalf. Such witnesses need not present testimony under oath and shall not be cross-examined by the board. Witnesses shall be called into the meeting to address the board one at a time and shall be excused from the meeting after making their statements.
- (h) The proceeding of an informal appearance before the local board as described herein may be conducted pursuant to NJSA 10:4-12 (b)(8).
- (i) Within three days following the informal appearance, the board shall notify the affected teaching staff member, in writing, of its final determination. Such notification may be delegated by the board to its superintendent or board secretary.

### 6A:9C-4.4 Requirements for and implementation of teachers' individual professional development plans

- (a) Each teacher shall be guided by an individualized professional development plan (PDP), pursuant to NJSA 18A:6-128.a, which shall include at least 20 hours per year of qualifying experiences. The 20-hour annual requirement shall be based on the length of full-time employment and reduced by a pro rata share reflecting part-time employment, or an absence, including the use of family or medical leave.
- (b) The content of each individual PDP shall be developed by each teacher's supervisor in consultation with the teacher

- and shall align with the Professional Standards for Teachers in NJAC 6A:9-3 and the standards for professional learning in NJAC 6A:9C-3.3.
- (c) The individual PDP shall be effective for one year, updated annually, and modified during the year, as necessary, and shall specify at least:
1. One area for development of professional practice derived from the results of observations and evidence accumulated through the teacher's annual performance evaluation; and
  2. One area for development of professional practice derived from individual, collaborative team, school, or school district improvement goals.
- (d) Progress on the individual PDP shall be discussed at the annual summary conference, pursuant to NJAC 6A:10-2.4, but may occur more frequently throughout the year.
- (e) Evidence of progress toward meeting the requirements of the teacher's individual PDP may be provided by the teacher and/or his or her supervisor, and shall be reviewed as part of each annual summary conference.
- (f) All teachers governed by the professional development requirements shall have an individual PDP within 30 instructional days of the beginning of their respective teaching assignments.
- (g) A teacher's individual PDP goals may necessitate more than the recommended minimum requirements outlined in this subchapter.
- (h) Additional hours of qualifying experiences may be required for teachers in low-performing schools, as determined by the Commissioner.
- (i) The teacher's designated supervisor shall:
1. Use the teacher performance evaluation process and the professional development planning process to monitor each teacher's progress in meeting the professional development requirements and shall take appropriate steps to assure such progress. If a teacher's progress is found to be inadequate, the teacher's designated supervisor shall take appropriate remedial action by applying sound and accepted principles of progressive supervision and other appropriate means; and
  2. Maintain accurate records of each teacher's progress in meeting the individual professional development requirements, pursuant to NJAC 6A:9C-4.3 and this section. Such records shall include a copy of each teacher's current PDP and timeline, as well as any documentation and evidence showing the teacher's progress toward meeting the plan's requirements.
- (j) If a teacher leaves the employ of one New Jersey school district and is hired by another, the previous employing school district shall share with the new employing school district the teacher's individual PDP and all supporting documentation. If the current individual PDP is found to be unsuitable to the teacher's new assignment, the new employing school district shall ensure a revised individual PDP and timeline is created within 30 days of hire by the employee's new supervisor in collaboration with the new teacher.

## Title 36

### Legal Holidays (36:1-1)

- a. The following days in each year shall, for all purposes whatsoever as regards the presenting for payment or acceptance, and of the protesting and giving notice of dishonor, of bills of exchange, bank checks and promissory notes be treated and considered as the first day of the week, commonly called Sunday, and as public holidays, except as provided under Subsection D. of this section: January 1, known as New Year's Day; the third Monday in January, known as Martin Luther King's Birthday; February 12, known as Lincoln's Birthday; the third Monday in February, known as Washington's Birthday; the day designated and known as Good Friday; the last Monday in May, known as Memorial Day; July 4, known as Independence Day; the first Monday in September, known as Labor Day; the second Monday in October, known as Columbus Day; November 11, known as Armistice Day or Veterans' Day; the fourth Thursday in November, known as Thanksgiving Day; December 25, known as Christmas Day; any general election day in this State; every Saturday; and any day heretofore or hereafter appointed, ordered or recommended by the Governor

of this State, or the President of the United States, as a day of fasting and prayer, or other religious observance, or as a bank holiday or holidays. All such bills, checks and notes, otherwise presentable for acceptance or payment on any of the days herein enumerated, shall be deemed to be payable and be presentable for acceptance or payment on the secular or business day next succeeding any such holiday.

- b. Whenever any of the days herein enumerated can and shall fall on a Sunday, the Monday next following shall, for any of the purposes herein enumerated be deemed a public holiday, except as provided under Subsection D. of this section; and bills of exchange, checks and promissory notes which otherwise would be presentable for acceptance or payment on such Monday shall be deemed to be presentable for acceptance or payment on the secular or business day next succeeding such holiday.
- c. In construing this section, every Saturday shall, until 12 noon, be deemed a secular or business day, except as is herein before provided in regard to bills of exchange, bank checks and promissory notes, and the days herein enumerated except bank holidays and Saturdays shall be considered as the first day of the week, commonly called Sunday, and public holidays, for all purposes whatsoever as regards the transaction of business in the public offices of this State, or counties of this State, except as provided under Subsection S. of this section; but on all other days or half days, except Sunday or as otherwise provided by law,

such offices shall be kept open for the transaction of business.

- d. Notwithstanding the provisions of Subsections A. through C. of this section, when this subsection takes effect,<sup>1</sup> the following day each calendar year shall not be considered a public holiday for the purposes of conducting State government business: February 12, known as Lincoln's Birthday. All public offices of State government in this State shall be open on this day for the transaction of business.

### **School staff & student discipline**

New Jersey has the most explicit law in the country prohibiting the physical punishment of children by school personnel.

And, it has had it in various forms for a long time.

- Corporal punishment of pupils has been prohibited in New Jersey schools by statute since 1867.
- The Commissioner of Education defined corporal punishment as "any punishment causing, or intending to cause bodily pain or suffering" in 1938.
- The law was still further clarified in 1967 by stipulating how and when physical force may be used to prevent actions by one pupil which may be injurious to others.

The 1967 law in fact lays out in unequivocal terms:

#### **18A:6-1 Corporal Punishment of Pupils**

No person employed or engaged in a school or educational institution, whether public or private, shall in-

flict or cause to be inflicted corporal punishment upon a pupil attending such school or institution, but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. to quell a disturbance, threatening physical injury to others;
2. to obtain possession of weapons or dangerous objects upon the person or within the control of a pupil;
3. for the purposes of self-defense; and
4. for the protection of persons/property; and such acts, or any of them shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution, bylaw, rule, ordinance, or other act of authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

### **Behavior Constituting/ Good Cause for Punishment, Suspension, or Expulsion from School**

Conduct which constitutes good cause for suspension or expulsion shall include but not be limited to:

- a. Continued and willful disobedience;
- b. Open defiance to the authority of any teacher or person having authority over him;
- c. Conduct of such character as to constitute a continuing danger to the physical well-being of other pupils;
- d. Physical assault upon another pupil;

- e. Taking, or attempting to take, personal property or money from another pupil, or from his/her presence, by means of force or fear;
- f. Willfully causing, or attempting to cause, substantial damage to school property;
- g. Participation in an unauthorized occupancy by any group of pupils or others of any part of any school or other building owned by any school district, and failure to leave such school or other facility promptly after having been directed to do so by the principal or other person then in charge of such building or facility;
- h. Incitement which is intended to and does result in unauthorized occupation by any group of pupils or others of any part of a school or other facility owned by any school district; and
- i. Incitement which is intended to and does result in truancy by other pupils.

**Any pupil who commits an assault upon a school employee acting in the performance of his/her duties shall be immediately suspended from school consistent with procedural due process pending expulsion proceedings. (These proceedings shall take place not later than 21 calendar days following the date of suspension.)**

*Paraphrased from 18A:37-2.*

### **Child abuse – statutory definitions**

State law has defined child abuse as a wide range of offenses against children. Under a 1915 law, abuse includes habitual use of profanity on the part of a parent and the employment of a child in a job that would be detrimental to his health

or morals. The 1977 law defines an abused child as one who is physically, emotionally, sexually abused, or one who is neglected or abandoned.

### **Physical Abuse**

A child is to be considered physically abused when a parent or caretaker inflicts or allows to be inflicted physical injuries such as welts, bruises, cuts, broken bones, skull fractures, burns, poisoning, or soft-tissue injury.

### **Sexual Abuse**

A child is to be considered sexually abused when a parent or parent-substitute rapes the child, inflicts injury to the child's genitals, anus, breasts, or mouth through coital and non-coital intercourse, insertion of objects, manipulation, sodomy, exploitation, and/or exhibitionism.

### **Emotional Maltreatment**

Consists of acts of commission or omission which subject a child to a negative atmosphere in which he/she feels consistently unworthy, unloved, unwanted, or insecure, lacking a positive family relationship. Examples include but are not limited to chronic ridicule, threats, preference of one child over another, cruel punishment such as tying-up, involving a child in begging, keeping a child out of school to perform excessive household tasks, and excluding a child from recreation suited to children of his age.

### **Neglect**

Neglect includes inadequate supervision; leaving a child alone when his/her mental or physical conditions do not permit him/her to care for him/herself, allowing a

child to experience danger to his life, health, mental or social adjustment by failing to provide food, clothing, shelter, education, health care, or supervision.

### **Abandonment**

Occurs when an unidentified child is found to be unattended with no evidence of where and to whom the child belongs and some indication the caretaker does not intend to assume responsibility for the child. In some instances an unidentified child is found in a place or physical condition indicating the child was left for dead.

The 1986 Law extended the definition to include the use of excessive physical restraint.

### **Identifying the Abused Child**

Next to parents, school employees are most frequently in contact with children. The unique relationships and frequent contact between school employees and students make it possible for school employees to identify the symptoms of child abuse and neglect. Early detection is the first step in helping children. In addition to signs of physical abuse, school employees should look for:

- Marked changes in attitude
- Poor classroom performance
- Disruptive behavior
- Withdrawn behavior
- Increased or abnormal absenteeism
- Nervous behaviors
- Frequent complaints of pain
- Malnourishment
- Absence of needed medical care
- Tiredness
- Ill clothed/dirty

## Reporting Requirements

As professionals, teachers have been trained to observe the growth and development along with behavior that can interfere with a child's academic progress.

Under NJ law, any person having reasonable cause to believe that a child has been subjected to child abuse or acts of child abuse shall report the same immediately to the Division of Child Protection and Permanency (DCP&P). NJSA 9:6-8:10

Such reports shall contain the names and address of the child and his/her parent or guardian along with the child's age, the nature and possible extent of the child's injuries, abuse, or maltreatment. Reports may be made anonymously.

## The Law Grants You Immunity.

Educators are protected by law from any personal liability in reporting cases of possible child abuse. New Jersey law says:

Anyone acting pursuant to this Act in making a report under this Act shall have immunity from any liability, civil or criminal, that might otherwise be occurred or imposed. Any such person shall have the same immunity with respect to testimony given in any judicial proceeding resulting from such report.

A person who reports or causes to report in good faith an allegation of child abuse or neglect pursuant to section 3 of P.L.1971, c. 437 (C. 9:6-8.10) and as a result thereof is discharged from employment or in any manner discriminated against with respect to compensation, hire, tenure or terms, conditions or privileges of employment, may file a cause of action for appropriate relief

in the family part of the Chancery Division of the Superior Court in the county in which the discharge or alleged discrimination occurred or in the county of the person's primary residence.

If the court finds that the person was discharged or discriminated against as a result of the person's reporting an allegation of child abuse or neglect, the court may grant reinstatement of employment with back pay or other legal or equitable relief.

## NJSA 9:6-8.13

To assist in early detection of child abuse, the N.J. Legislature passed legislation in Dec. 1987 which requires all school districts to adopt local policies to provide for early detection of abused children including notification procedures.

The regulations require local districts to adopt policies that direct teachers and school employees to immediately report incidents of child abuse to offices of the State Division of Child Protection and Permanency (DCP&P). After notifying DCP&P, employees must also inform their principal of such reports, unless notifying the principal would likely result in retaliation against the child involved or the employee making the report.

In addition, districts must:

- ensure that no employee is dismissed or otherwise penalized for making a "good faith" report of possible child abuse.;
- permit DYFS investigators to interview children in the presence of the school principal, his or her representative or a staff member named by the child in order to provide comfort and support to the child

(school employees may refuse to attend these interviews).;

- allow children involved in investigations of abuse to be released from school or transferred between schools, if such actions are necessary to protect the child.;
- cooperate with DYFS when necessary to remove a child from his or her home.;
- maintain and secure all confidential information about child abuse.;
- cooperate with DYFS in scheduling interviews with any employee who may have information relevant to an investigation.;
- provide DYFS with all records relevant to the assessment and treatment of child abuse cases.;
- appoint a liaison to DYFS.;
- provide for the delivery of information and inservice training for school employees concerning child abuse and instructional techniques regarding such abuse.;
- provide due process rights to school employees who are reassigned or suspended for alleged child abuse.

## Report child abuse to your county DCP&P Office – or call (800) 792-8610.

NJEA continues to support efforts to prevent the victimization of children. However, it is greatly concerned about the protection of innocent school employees who are falsely accused of child abuse. Such allegations result in the loss of one's reputation and often the end of one's career.

Based on the increase in reported cases of child abuse, school employees conduct is being carefully scrutinized. Members are encouraged to use discretion when working with students and in the implementation of disciplinary techniques.

In situations where allegations of child abuse are brought against a school employee, the individual should contact his/her NJEA UniServ office for assistance immediately. While DCP&P investigators are authorized by law to conduct investigations in schools, NJEA maintains that they are criminal investigations and that no employee should respond to questioning without legal representation. Such representation is available through your NJEA UniServ Office. NJEA believes you are entitled to due process. Should members be questioned about a colleague's conduct, they are encouraged to refuse comment on any and all child abuse allegations without representation.

NJEA is aware of the inconsistent practices employed by DCP&P investigators statewide. Violation of the confidentiality requirements is a major concern.

NJEA and other educational organizations are working together in an attempt to bring about positive changes in the system.

#### Local associations should:

- review local policy on child abuse.
- inform members of all statutory and local requirements.
- provide members with assistance in securing legal representation.
- review the corporal punishment statute with members.
- review the local discipline policy and ensure administrative support in disciplining students.

- provide training for members.
- maintain a file on severe discipline problems.

**REMEMBER – All allegations concerning child abuse should be reported to your NJEA UniServ office immediately.**

#### **18A:60-7a Alleged child abuse, neglect by school employee; no use if unfounded.**

When a complaint made against a school employee alleging child abuse or neglect is investigated by the Division of Child Protection and Permanency (DCP&P), the division shall notify the school district and the employee of its findings. Upon receipt of a finding by the division that such a complaint is unfounded, the school district shall remove any references to the complaint and investigation by the division from the employee's personnel records. A complaint made against a school employee that has been classified as unfounded by DCP&P, shall not be used against the employee for any purpose relating to employment, including but not limited to, discipline, salary, promotion, transfer, demotion, retention or continuance of employment, termination of employment or any right or privilege relating to employment.

#### **Anti-Bullying Bill of Rights Act Highlights**

The N.J. Legislature enacted the "Anti-Bullying Bill of Rights Act," NJSA 18A:37-13 et seq., in 2011. In it, the Legislature "finds and declares that: a safe and civil environment in school is necessary for students to learn and achieve high academic standards; harassment, intimidation or bullying, like other disruptive or violent behav-

iors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment; and since students learn by example, school administrators, faculty, staff, and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation or bullying."

Despite the fact that there are no specific provisions stating that the Act applies to prohibit employees of a school district from engaging in harassment, intimidation or bullying, by practice and through the Department of Education's model policy, the Department makes clear that it considers the provisions of 18A:37-15b4 as prohibiting staff members as well as students from committing such acts of harassment, intimidation or bullying. Under the Act's provisions, a board must adopt an anti-bullying policy. School employees, including the designated representatives of school employees, must be included in its formation. It is posited that the provisions of such policies are negotiable, as well as the discipline and contractual due process protections for staff members upon receiving a charge.

Information about an investigation of a member can be revealed to parents and guardians, unless it can be shown to be confidential. Members accused of harassment, intimidation and/or bullying have the right to information that is relevant and will be useful to the representative in carrying out her/his statutory representation of the member.

**NJSA 18A:37-14 defines harassment, intimidation or bullying as follows:**

"Harassment, intimidation or bullying" means any gesture, any written, verbal or physical act, or any electronic communication,

whether it be a single incident or a series of incidents, that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that takes place on school property, at any school-sponsored function, on a school bus, or off school grounds as provided for in section 16 of P.L.2010, c. 122 (C.18A:37-15.3), that substantially disrupts or interferes with the orderly operation of the school or the rights of other students and that:

- a. a reasonable person should know, under the circumstances, will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his person or damage to his property;
- b. has the effect of insulting or demeaning any student or group of students; or
- c. creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

**NJSA 18A:37-15(a)** requires every school district to adopt a policy prohibiting harassment, intimidation or bullying on school property, at a school sponsored function or on a school bus. A school district is required to adopt the policy "through a process that includes representation of parents or guardians, school employees, volunteers, students, administrators and community representatives."

**NJSA 18A:37-15(b)** provides that as school district shall have local control over the content of the policy, except that the policy shall contain, at a minimum, the following components:

1. a statement prohibiting harassment, intimidation or bullying of a student;
2. a definition of harassment, intimidation or bullying no less inclusive than that set forth in section 2 of P.L. 2002, c. 83 (C.18A:37-14);
3. a description of the type of behavior expected from each student;
4. consequences and appropriate remedial action for a person who commits an act of harassment, intimidation or bullying;
5. a procedure for reporting an act of harassment, intimidation or bullying, including a provision that permits a person to report an act of harassment, intimidation or bullying anonymously; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report;
6. a procedure for prompt investigation of reports of violations and complaints (minimum procedural components are then described thereunder),
7. the range of ways in which a school will respond once an incident of harassment, intimidation or bullying is identified;
8. a statement that prohibits reprisal or retaliation against any person who reports an act of harassment, intimidation or bullying and the consequence

and appropriate remedial action for a person who engages in reprisal or retaliation;

9. consequences and appropriate remedial action for a person found to have falsely accused another as a means of retaliation or as a means of harassment, intimidation or bullying;
10. a statement of how the policy is to be publicized, including notice that the policy applies to participation in school-sponsored functions; and
11. a requirement that the policy be posted on the school district's website and distributed annually to parents and guardians who have children enrolled in a school in the school district.

**NJSA 18A:37-15b.(5)** provides that as to the obligation to report incidents of harassment, intimidation or bullying every Board policy must provide:

All acts of harassment, intimidation, or bullying shall be reported verbally to the school principal on the same day when the school employee or contracted service provider witnessed or received reliable information regarding any such incident. The principal shall inform the parents or guardians of all students involved in the alleged incident, and may discuss, as appropriate, the availability of counseling and other intervention services. All acts of harassment, intimidation, or bullying shall be reported in writing to the school principal within two school days of when the school employee or contracted service provider witnessed or received reliable information that a student had been subject to harassment, intimidation, or bullying (emphasis added);

**NJSA 18A:37-15b.(6)(a)** provides that every Board policy must state that "the investigation shall be ini-

tiated by the principal or the principal's designee within one school day of the report of the incident and shall be conducted by a school anti-bullying specialist." The investigation is required to be completed as soon as possible, but within no later than 10 days. The results of the investigation are to be reported to the Superintendent of Schools within two 2 school days of the completion of the investigation. The results of the investigation are to be reported to the Board of Education no later than the date of the Board of Education meeting next following the completion of the investigation.

**NJSA 18A:37-15b.(6)(d)** requires that every Board policy must provide with regard to the results of the investigation and notice to parties:

Parents or guardians of the students who are parties to the investigation shall be entitled to receive information about the investigation, in accordance with federal and state law and regulation, including the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether discipline was imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within 5 school days after the results of the investigation are reported to the board. A parent or guardian may request a hearing before the board after receiving the information, and the hearing shall be held within 10 days of the request. The board shall meet in Executive session for the hearing to protect the confidentiality of the students. At the hearing the board may hear from the school anti-bullying specialist about the incident, recommendations for discipline or services, and any programs instituted to reduce such incidents;

**NJSA 18A:37-15b.(6)(e)**, requires that every Board policy provide that the Board of Education, following its receipt of the report, is to issue a decision at the next meeting. The decision may be appealed to the Commissioner of Education within 90 days after the issuance of the Board's decision.

**NJSA 18A:37-15b.(6)(f)**, requires that every Board policy provide that a parent, student, guardian or organization may file a complaint with the Division on Civil Rights within 180 days of the occurrence of any incident of harassment, intimidation or bullying based on membership in a protected group as enumerated in the "law against discrimination."

**NJSA 18A:37-15(f)** states that with regard to every Board policy:

Nothing in this section shall prohibit a school district from adopting a policy that includes components that are more stringent than the components set forth in this section.

**NJSA 18A:37-15.3** provides with regard to every Board policy and harassment, intimidation and bullying occurring off of school grounds:

The policy adopted by each school district pursuant to section 3 of P.L.2002, c. 83 (C.18A:37-15) shall include provisions for appropriate responses to harassment, intimidation, or bullying, as defined in section 2 of P.L.2002, c. 83 (C.18A:37-14), that occurs off school grounds, in cases in which a school employee is made aware of such actions. The responses to harassment, intimidation, or bullying that occurs off school grounds shall be consistent with the board of education's code of student conduct and other provisions of the board's policy on harassment, intimidation, or bullying.

**NJSA 18A:37-16.a** provides that "[a] member of a board of educa-

tion, school employee, student or volunteer shall not engage in reprisal, retaliation or false accusation against a victim, witness or one with reliable information about an act of harassment, intimidation or bullying."

**NJSA 18A:37-16.c**, provides that a member of a board of education or a school employee who promptly reports harassment, intimidation or bullying is immune from a cause of action seeking damages.

**NJSA 18A:37-16(d)**, states that a school administrator who receives a report of harassment, intimidation, or bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

**NJSA 18A:37-20**, provides that the principal is required to appoint an "anti-bullying specialist" from among the school guidance counselor, school psychologist, or another individual similarly trained and currently employed at the school level. The Superintendent is required to appoint a district "anti-bullying coordinator." Every effort shall be made to appoint an employee of the district as coordinator. No other credentials are specified for the anti-bullying coordinator.

**NJSA 18A:37-21** requires that every school district form a school safety team to develop, foster and maintain a positive school climate by focusing on the on-going, systemic process and practices in the school and to address school climate issues such as harassment, intimidation, or bullying. The responsibilities of the school safety team are set forth in NJSA 18A:37-21(c).

**NJSA 18A:37-30** provides that nothing contained in the Anti-Bullying Act shall be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on that act's effective date.

### **New Jersey First Act – Residency Requirement**

Effective September 1, 2011, New Jersey public employees must comply with the New Jersey First Act. Generally, the Act requires public employees holding a position on or after the effective date to have New Jersey as her/his principal residence. If you begin your office, position, or employment on September 1, 2011, or later, you must live in New Jersey unless otherwise exempted. If you do not live in New Jersey, you have one year after the date you start your job to relocate your residence to New Jersey. If you do not do so, you may be removed from your office, position, or employment. Those holding public employment before September 1, 2011, and living outside of New Jersey are exempt provided they continue to hold their position without a break in service of more than 7 days. Exemptions to the residency requirement may be granted based on a proven "critical need or hardship." A Q. and A. from the Department of Labor and Workforce Development is located at [http://www.state.nj.us/csc/about/news/safety/pdf/NJ\\_percent20First\\_percent20Act\\_percent20Residency\\_percent20memo.pdf](http://www.state.nj.us/csc/about/news/safety/pdf/NJ_percent20First_percent20Act_percent20Residency_percent20memo.pdf)

52:14-7. State public officers, employees and persons holding a position in government; residency requirement; exemption; penalty for letting, transferring, etc. of office or position; appointment where scientific engineering skills required;

illegal holding of office, employment or position; ouster

Every person holding an office, employment, or position

1. in the Executive, Legislative, or Judicial Branch of this State, or
2. with an authority, board, body, agency, commission, or instrumentality of the State including any State college, university, or other higher educational institution, and, to the extent consistent with law, any interstate agency to which New Jersey is a party, or
3. with a county, municipality, or other political subdivision of the State or an authority, board, body, agency, district, commission, or instrumentality of the county, municipality, or subdivision, or
4. with a school district or an authority, board, body, agency, commission, or instrumentality of the district, shall have his or her principal residence in this State and shall execute such office, employment, or position.

This residency requirement shall not apply to any person

- (a) who is employed on a temporary or per-semester basis as a visiting professor, teacher, lecturer, or researcher by any State college, university, or other higher educational institution, or county or community college, or in a full or part-time position as a member of the faculty, the research staff, or the administrative staff by any State college, university, or other higher educational institution, or county or community college, that the college, university, or institution has included in the report required to be filed pursuant to this subsection, or

- (b) who is employed full-time by the State who serves in an office, employment, or position that requires the person to spend the majority of his or her working hours in a location outside of this State.

For the purposes of this subsection, a person may have at most one principal residence, and the state of a person's principal residence means the state

1. where the person spends the majority of his or her nonworking time, and
2. which is most clearly the center of his or her domestic life, and
3. which is designated as his or her legal address and legal residence for voting. The fact that a person is domiciled in this State shall not by itself satisfy the requirement of principal residency hereunder.

A person, regardless of the office, employment, or position, who holds an office, employment, or position in this State on the effective date of P.L.2011, c. 701 but does not have his or her principal residence in this State on that effective date shall not be subject to the residency requirement of this subsection while the person continues to hold office, employment, or position without a break in public service of greater than seven days.

Any person may request an exemption from the provisions of this subsection on the basis of critical need or hardship from a five-member committee hereby established to consider applications for such exemptions. The committee shall be composed of three persons appointed by the Governor, a person appointed by the Speaker of the General Assembly, and a person appointed by the President of the

Senate, each of whom shall serve at the pleasure of the person making the appointment and shall have a term not to exceed five years. A vacancy on the committee shall be filled in the same manner as the original appointment was made. The Governor shall make provision to provide such clerical, secretarial and administrative support to the committee as may be necessary for it to conduct its responsibilities pursuant to this subsection.

The decision on whether to approve an application from any person shall be made by a majority vote of the members of the committee, and those voting in the affirmative shall so sign the approved application. If the committee fails to act on an application within 30 days after the receipt thereof, no exemption shall be granted and the residency requirement of this subsection shall be operative. The head of a principal department of the Executive Branch of the State government, a Justice of the Supreme Court, judge of the Superior Court and judge of any inferior court established under the laws of this State shall not be eligible to request from the committee an exemption from the provisions of this subsection.

The exemption provided in this subsection for certain persons employed by a State college, university, or other higher educational institution, or a county or community college, other than those employed on a temporary or per-semester basis as a visiting professor, teacher, lecturer, or researcher, shall apply only to those persons holding positions that the college, university, or institution has included in a report of those full or part-time positions as a member of the faculty, the research staff, or

the administrative staff requiring special expertise or extraordinary qualifications in an academic, scientific, technical, professional, or medical field or in administration, that, if not exempt from the residency requirement, would seriously impede the ability of the college, university, or institution to compete successfully with similar colleges, universities, or institutions in other states. The report shall be compiled annually and shall also contain the reasons why the positions were selected for inclusion in the report. The report shall be compiled and filed within 60 days following the effective date of P.L.2011, c. 70. The report shall be reviewed, revised as necessary, and filed by January 1 of each year thereafter. Each report shall be filed with the Governor and, pursuant to section 2 of P.L.1991, c. 164 (C.52:14-19.1), with the Legislature, and a report may be revised at any time by filing an amendment to the report with the Governor and Legislature.

As used in this section, “school district” means any local or regional school district established pursuant to chapter 8 or chapter 13 of Title 18A of the New Jersey Statutes<sup>2</sup> and any jointure commission, county vocational school, county special services district, educational services commission, educational research and demonstration center, environmental education center, and educational information and resource center.

c.b. If any person holding any office, employment, or other position in this State shall attempt to let, farm out or transfer such office, employment, or position or any part thereof to any person, he shall forfeit the sum of fifteen

hundred dollars (\$1,500.00), to be recovered with costs by any person who shall sue for the same, one-half to the prosecutor and the other half to the treasurer for the use of the State.

- d.c. No person shall be appointed to or hold any position in this State who has not the requisite qualifications for personally performing the duties of such position in cases where scientific engineering skill is necessary to the performance of the duties thereof.
- e.d. Any person holding or attempting to hold an office, employment, or position in violation of this section shall be considered as illegally holding or attempting to hold the same; provided that a person holding an office, employment, or position in this State shall have one year from the time of taking the office, employment, or position to satisfy the requirement of principal residency, and if thereafter such person fails to satisfy the requirement of principal residency as defined herein with respect to any 365-day period, that person shall be deemed unqualified for holding the office, employment, or position. The Superior Court shall, in a civil action in lieu of prerogative writ, give judgment of ouster against such person, upon the complaint of any officer or citizen of the State, provided that any such complaint shall be brought within one year of the alleged 365-day period of failure to have his or her principal residence in this State.



## Guidelines for NJEA/NEA Legal Services Program

### General Provisions

#### A. Nondiscrimination

No applicant for legal services shall be discriminated against on the basis of race, creed, national origin, religion, age, handicap, color, gender, sexual orientation, marital status or economic status.

#### B. Administration

The Associate Director for Legal Services shall be the Legal Services Program Manager and shall have primary responsibility for the administration of the Legal Services Program on a day-to-day basis.

#### C. Affiliation

In order to qualify for financial assistance, a local must meet the affiliation standards of the NJEA prior to any incident for which assistance is requested.

#### D. Membership Status

In order to qualify for financial assistance an individual must be a dues paying member of NJEA and must meet the criteria set forth below.

“Occurrence” shall mean an action or series of related actions that may reasonably lead to form the basis of, or result in an employment-related dispute.

##### 1. NJEA Active Professional or Active Supportive Member

- a. Individual must have been an Active Professional or Active Supportive Member on the date he/she requests financial assistance for legal services.
- b. Individual must be an Active Professional or Active Supportive Member on the date of the

occurrence giving rise to the need for legal services.

- c. Individual must maintain continuous NJEA membership while receiving financial assistance for legal services, whether as an Active Professional Member or Active Supportive Member, if he/she meets the qualifications for such Active Membership under the NJEA Constitution and Bylaws; or as a Retired Member, if the individual is no longer eligible to be an Active Professional or Active Supportive Member, but is eligible to be a Retired Member under the NJEA Constitution and Bylaws; or an individual must maintain continuous membership as

an NEA Reserve member if the individual is no longer eligible to be an Active Professional or Active Supportive Member or a Retired Member under the NJEA Constitution and Bylaws, but is eligible to be an NEA Reserve member under the NEA Bylaws, Bylaw 2-1f. (See Appendix A.)

## 2. NJEA Retired Member

a. Individual must have been an Active Professional or Active Supportive Member on the date of the occurrence giving rise to the need for legal services. Individual must have been a Retired Member on the date he/she requests legal services.

b. Individual must maintain continuous retired membership while receiving financial assistance for legal services.

## 3. NEA Reserve Member\*

a. Individual must have been an NJEA Active Professional or Active Supportive Member on the date of the occurrence giving rise to the need for legal services.

b. Individual must be an NEA Reserve Member on the date he/she requests legal services. Individual must maintain continuous NEA Reserve membership while receiving financial assistance for legal services or become an NJEA active member if individual is re-employed in a public school district while receiving financial assistance for legal services.

The Legal Services Program Manager at his or her discretion may waive eligibility requirements for good cause.

## Exceptions include:

1. A new employee shall have a grace period of thirty (30) days from his/her initial date of employment to join NJEA. In order to receive any consideration for financial assistance related to an incident within the thirty (30) day grace period, the new employee must join NJEA within the thirty (30) day period.

2. An employee who was a cash payment member in the previous year or who was on leave of absence must join within thirty (30) calendar days of the first day of active employment during each school/academic year. In order to receive any consideration for financial assistance related to an incident which occurs within the thirty (30) day grace period said employee must join NJEA within the thirty (30) day grace period.

## E. Network Attorneys

Cases processed under the program will only be assigned to attorneys who are on the approved NJEA Network Attorney list.

## F. Use of Non-Network Attorneys

In order for a member or an affiliated to received NJEA PR&R assistance under this program, a network attorney must be utilized. The program manager, at his or her sole discretion and subject to the approval of the NJEA Professional Rights and Responsibilities (PR&R) Committee chair, may grant exceptions to this policy when the circumstances of the matter prevent such legal services from being provided by a network attorney and make it necessary that a non-network attorney utilized.

The request from a member or an affiliate to utilize the services of a non-network attorney must be submitted in writing to the program manager.

The member or affiliate and the UniServ representative may be required to appear before the PR&R Committee.

If the circumstances warrant the use of a non-network attorney, the attorney must be approved, in writing, by the program manager prior to providing services at NJEA expense. This non-network attorney shall be paid at the NJEA approved rate.

NJEA shall have no obligation to pay, in whole or in part, the fees and expenses of an attorney who is independently retained by a member or an affiliate unless the retention of the attorney is in accordance with the process described above.

## G. Employment-Related Matter

### 1. "Employment-related matter" shall mean any matter involving:

- a. a dispute between a school district, college or other institution involved in the teaching-learning process and
  - i. one or more of its employees who are NJEA members;
  - ii. one or more of its employees who are not NJEA members if NJEA or one or more of its local affiliates is obligated to provide legal assistance pursuant to a duty of fair representation; or
  - iii. one or more local affiliates of NJEA;
- b. a dispute between an employer and one or more of its employees or an

employee organization if the NJEA agrees that the matter is precedential for NJEA members;

- c. an effort by an NJEA affiliate to organize, secure or retain recognition as the *representative* for a group that includes (or has the potential to include) NJEA members;
- d. a legal proceeding instituted by one or more NJEA local affiliates or by NJEA on behalf of one or more NJEA members relating to events occurring or actions taken in connection with the employment of said member(s);
- e. the obligation of one or more NJEA affiliates or NJEA to provide legal assistance pursuant to a duty of fair representation;
- f. the defense of employment-related criminal charges brought against one or more NJEA members; or
- g. a dispute between the state and/or an agency of the state and one or more NJEA members relating to events occurring or actions taken in connection with employment of said member(s), including but not limited to certification matters before the State Board of Examiners and pension matters before the Board(s) of Trustees of a state pension fund.

## 2. Damage Suits

A suit for damages is rarely supported by NJEA even when it is school employment-related. In the event a financial assistance for a suit for damages is authorized and damages

and/or legal fees and/or courts costs are awarded or agreed upon in a settlement, in favor of the member, NJEA requires full repayment of financial assistance awarded or agreed upon.

### 3. Third Party Suit Against Member

Any dispute filed by a third party such as a parent, guardian, adult student, or other third party against one or more members alleging negligence or intentional harmful or wrongful (tortious) conduct for incidents occurring on school property or during the school day; or during an approved activity or falling within the course of a school employee's duties shall not be considered an employment-related matter. NJEA shall not provide financial assistance for such matters.

### 4. Other Ineligible Matters

- a. NJEA shall not provide financial assistance for any person under charge in a proceeding before the NJEA Hearing *Committee* on censure, suspension or expulsion of members.
- b. NJEA shall not provide financial assistance in any matter involving a dispute between the member and one or more members, except where an adverse action is taken by a member in a supervisory or administrative position. NJEA shall not provide financial assistance in any matter involving a member and NJEA or an affiliate of NJEA. Where appropriate, NJEA may offer conflict resolution.
- c. Other ineligible matters are those illustrated by the list in Appendix B

(Illustrative list of Ineligible Employment-Related matters).

## H. Financial Assistance

NJEA shall provide financial assistance to an eligible member with legal advice and representation through an NJEA Network Attorney for an employment-related matter, subject to reasonable regulations which NJEA adopts to implement this policy. NJEA further reserves the right to grant full assistance, a part thereof or none at all depending upon funds available. The determination of an employment-related condition shall be at the sole discretion of NJEA.

### I. Assistance to Affiliates for Partial Payment of Arbitration Costs

#### 1. NJEA will consider requests for payment of

- ... the initial filing fee with an appropriate agency (e.g., American Arbitration Association);
- ... the arbitrator's fee; and
- ... the arbitrator's reasonable expenses.

#### 2. Payment, when approved, shall be in the amount of one-half (1/2) of the affiliate's share of the initial filing fee, the arbitrator's fee and reasonable expenses.

In order for an affiliate to qualify for and receive financial assistance for these arbitration expenses, an authorized affiliate *representative* must:

- a. consult with an appropriate NJEA UniServ representative or other authorized NJEA staff member prior to filing for arbitration;

- b. show evidence that every effort has been taken to resolve the grievance at all possible levels before a determination is made to proceed to arbitration; and
- c. submit the following items to the NJEA UniServ representative who shall forward the material to the program manager:
  - i. The appropriate NJEA request form for reimbursement.
  - ii. A copy of the bill for the initial filing fee which reflects the amount paid in order to obtain a list of arbitrators.
  - iii. A copy of the bill which clearly enumerates the arbitrator's fee and reasonable expenses.
- d. Request for financial assistance of these fees and reasonable expenses shall be considered on a case-by-case basis. Assistance may be recommended at the discretion of the NJEA PR&R Committee after consideration of all the facts present and consultation with an NJEA UniServ representative or other authorized NJEA staff member.
- e. The ordering of transcripts is discouraged. Payment of the cost of transcripts shall be considered only when recommended and approved by the program manager.

**J. Assistance to Affiliates for Full Payment of Arbitration Costs**

- 1. NJEA does not normally provide full financial assistance for arbitration expenses. However, NJEA may provide full assistance toward the affiliate's share of the arbitrator's expenses providing the affiliate can demonstrate financial hardship.

- 2. In order for full financial assistance to be considered by the NJEA PR&R Committee, an affiliate must follow paragraphs a., b., and c. above.
- 3. An affiliate shall provide a copy of the current budget and an up-to-date financial statement including the status of all bank accounts and/or investments.
- 4. An affiliate must have in place a dues structure that is reasonably comparable to other similar local affiliates.

**K. Impasse Funding**

**1. Fact finding**

NJEA shall provide assistance for fact finding costs in the same manner as payment of Arbitration costs.

**2. Conciliation/Supermediation**

NJEA will shall provide assistance for the costs of conciliation/supermediation in the same manner as payment of arbitration costs.

**General Procedures**

**A. Commencement**

- 1. Prior to the assignment and/or retention of an attorney, an individual member or an authorized representative of an affiliate shall consult with an NJEA UniServ *representative* or other authorized NJEA staff member.
- 2. NJEA UniServ representative or other authorized NJEA staff member shall seek to resolve the problem prior to requesting the use of an attorney.
- 3. In order to utilize the services of a network attorney, the NJEA UniServ representative or authorized NJEA staff member shall request approval for the use

of an attorney from the program manager.

- 4. Based on the merits of each case under the current state of law, the program manager shall either approve utilization of a network attorneys for consultation, approve financial assistance and assign a network attorney or deny financial assistance. Approved cases shall be assigned an NJEA case number by the program manager.
- 5. Before a network attorney begins consultation or other appropriate legal work, the attorney must be given the designated NJEA case number by the NJEA UniServ representative or appropriate NJEA staff member.
- 6. After consultation, prior to litigation, the network attorney shall submit recommendations with appropriate rationale in writing to the NJEA UniServ representative and program manager. No litigation shall be initiated without approval of the program manager.
- 7. Prior to consultation with a network attorney, the individual member or the authorized representative of the affiliate shall complete the appropriate application and agreement for legal financial assistance.
- 8. The member and/or affiliate shall be provided with the current NJEA policy regarding legal financial assistance.
- 9. Approval for consultation with a network attorney shall be automatic in cases involving tenure dismissal charges served by employers on members.
- 10. NJEA shall not bear any financial responsibility in matters where these procedures

have not been followed or approved for financial assistance.

11. A network attorney shall not provide legal assistance with expectation of payment without proper authorization and the designated NJEA case number.
12. Appeals of a decision to deny financial assistance may be made through the procedures described in Section III.

### **B. Termination of Financial Assistance**

Once approved, financial assistance may be terminated during any stage for the following reasons:

1. A reasonable settlement exists that is rejected by the member or local association;
2. An individual does not maintain membership as required by this policy;
3. NJEA becomes aware of additional, relevant facts which it could not have reasonably been expected to know at the time of approval;
4. The member or local association fails to cooperate with, or takes actions which interfere with, the ability of the NJEA assigned network attorney to adequately perform his or her duties;
5. The member takes legal action which is adverse to the interests of the local association or NJEA; or,
6. The member or local association revokes consent to share with the program manager and/or NJEA information related to this matter.

After approval of an application, there is no right to appeal a decision to terminate financial assistance terminated during any stage of that matter pursuant to the section.

### **C. Appeals of Legal Decisions**

1. Appeals of legal decisions shall require the approval of the program manager.
2. Within three (3) days of the receipt of an adverse legal decision, a network attorney shall submit in writing to the appropriate NJEA UniServ representative and the program manager the specific legal reasons for and against any appeal.
3. The program manager shall discuss with the UniServ representative and the attorney the merits of an appeal based on the legal issues raised, the likelihood of success and the circumstances surrounding the issue. These issues may be submitted to a panel of network attorneys for discussion and recommendation to the program manager.
4. In the event a favorable decision is appealed by the opposing party, the network attorney shall discuss the case with the UniServ representative and the program manager. Further action shall require the approval of the program manager.

### **Denial of Financial Assistance Appeal Procedure**

#### **A. Professional Rights and Responsibilities (PR&R) Committee**

1. In any case where a denial of financial assistance has occurred, the individual member or affiliate may appeal to the PR&R Committee.
2. All appeals shall be submitted in writing to the PR&R Committee chair

within ten (10) days of the receipt of the denial of financial assistance.

3. The appeal shall be presented to the PR&R Committee at the next regularly scheduled meeting. Emergency meetings may be scheduled, if necessary.
4. Individual members or authorized representative s of affiliates and the UniServ representative shall appear before the PR&R Committee upon notice of the program manager.
5. The PR&R Committee shall consider the appeal and attempt to render its decision in writing within ten (10) days of the meeting.

#### **B. Executive Committee**

1. If the individual member or authorized representative of an affiliate is not satisfied with the decision of the PR&R Committee, that decision may be appealed to the NJEA Executive Committee. Said appeal must occur in writing within ten (10) days of the receipt of the decision of the PR&R Committee.
2. Notice of appeal shall be submitted to the NJEA President, in writing, for consideration by the NJEA Executive Committee at its next regularly scheduled meeting.
3. Individual members or authorized representative s of affiliates shall appear before the NJEA Executive Committee. The NJEA UniServ representative shall appear before the NJEA Executive Committee to present detailed information

regarding the case. The PR&R Committee chair and/or his/her designee(s) shall be in attendance to present the views of the PR&R Committee.

4. The Executive Committee shall consider the appeal and shall attempt to render its decision in writing within seven (7) days of the meeting. The decision of the Executive Committee shall be final.

## Grants

- A. Prior to any request for funding, an authorized representative of an affiliate shall:
  1. consult with a UniServ representative or appropriate staff member.
  2. complete and sign the necessary forms.
- B. An affiliate shall provide a copy of current financial obligations and indicate current financial status.
- C. An affiliate shall provide a copy of the current budget, an up-to-date financial statement including the status of all bank accounts and/or investments.
- D. Affiliates must have in place a dues structure that is reasonably comparable to other similar local affiliates.
- E. These requests will be forwarded to the program manager for consideration by the PR&R Committee at the next regularly scheduled meeting for recommendation to the NJEA Executive Committee.
- F. In case of an emergency where approval is required for funding:
  1. The UniServ representative shall request emergency

assistance from the program manager of up to \$2,500.

2. The program manager shall seek approval from the NJEA President, the PR&R Committee chair, the NJEA Executive Director and the NJEA Director of UniServ. This action shall be reported to the NJEA Executive Committee at its meeting immediately following the emergency approval.

## Network Attorneys

### A. Introduction

On April 30, 1976, the NEA Board of Directors adopted guidelines for affiliated state association participation in the NEA DuShane Unified Legal Services Program. The establishment of the NJEA network attorney system is designed to comply with NEA requirements and to more efficiently coordinate the efforts of NJEA to protect and establish the rights of school employees.

In order for NJEA to participate in that program, certain standards for compliance with those guidelines had to be established. These standards require that NJEA:

1. maintain a legal services program which meets the minimum standards set forth in the guidelines with respect to participating attorneys in order to receive NEA reimbursement.
2. comply with the requirements in order to receive NEA reimbursement.

### B. Recruitment and Selection of Network Attorneys

Recommendations for prospective network attorneys shall be submitted to the program manager. The pro-

gram manager and other appropriate NJEA staff members shall interview prospective network attorneys.

After interviews have been completed, the program manager shall recommend to the Executive Director who in turn shall make appropriate recommendations to the Property and Personnel (P&P) Committee. The Property and Personnel Committee shall submit the recommendations to the Executive Committee for approval. Approved participating attorneys shall agree to accept NJEA's guidelines in order to participate in that program.

No attorney shall be included on the network who also represents a school Board(s) or college Board of trustees.

### C. Retainer

Each network attorney or firm shall be on a retainer determined by the program manager and NJEA Executive Director.

In those instances in which a retainer has not been established, attorneys shall be compensated according to the approved hourly rate.

The retainer shall enable NJEA to utilize the participating attorneys' services for the following purposes:

1. Routine telephone calls
2. Legal advice
3. Participation in the appeal panels
4. Program sharing
5. Training of NJEA staff

### D. Legal Fees

1. Legal assistance to members and affiliates shall be in accordance with the PR&R *Committee Guidelines for the NJEA/NEA Legal Services Program*.
2. A network attorney will agree to render legal services to members and affiliates of NJEA as required for fees not in excess of

the basic fees established in the Guidelines for the NJEA/NEA Legal Services Program.

3. NJEA reserves the right to review and question the cost of each case with the attorney and may request the attorney to reconsider those costs. NJEA also reserves the right to examine all time sheets and records related to any case in question.
4. Every effort shall be made to establish a set fee with the attorney for pursuit of a case.

### E. Program Sharing

A network attorney shall submit to the program manager copies of all case briefs and other pertinent case material.

### F. Billing

A network attorney shall submit detailed bills with receipts for costs to the program manager, which shall include:

1. the designated NJEA case number;
2. litigation hours, including pleadings, answers, motions and appearances;
3. conference hours;
4. research hours;
5. principal attorney hours and associate attorney hours in the above areas;
6. fixed costs of filing fees, etc.
7. transcripts (by prior approval of the program manager); and
8. other pertinent information.

### G. Meetings

A network attorney will be expected to attend at least two meetings per year regarding implementation of the program.

### H. Legal Services Guidelines

Each network attorney shall be provided with current NJEA policies regarding legal assistance to members and affiliates.

#### I. Compliance

In order to participate in the network, an attorney or firm:

1. shall not conduct arbitration hearings unless the UniServ *representative* has good reason to believe that the issue requires the presence of an attorney and has the approval of the program manager.
2. shall not participate in an affiliate contract negotiation without approval of the UniServ *representative* and the program manager.

#### J. Annual Review

Continued participation as a network attorney in the program shall be subject to an annual review. Either party may terminate the relationship upon thirty (30) days written notice.

## Administrative Procedures

### A. Intent

These procedures are designated to implement expeditiously the NJEA/NEA Legal Services Program.

### B. Payment of Legal Fees

1. Retainers shall be paid on a yearly basis. Payments shall be in six (6) equal installments.
2. Bills shall be paid within thirty (30) days of approval by the program manager for network attorneys on an hourly rate.

### C. Reports

#### 1. PR&R Committee

The committee shall receive at each regularly scheduled meeting:

- a. a report of the present status of the PR&R budget including costs to date and the present balance;
- b. an oral report and description of any case(s) where financial assistance has been denied;
- c. in cases of appeal of the denial of financial assistance, the *committee* shall receive the written description of the matters as well as the reasons for the denial of financial assistance.

#### 2. Executive Committee

- a. In cases of appeal of the denial of financial assistance, the PR&R *Committee* shall provide the *Executive Committee* with the description of the matter(s) and the reasons for the denial of financial assistance. The PR&R *Committee* chair and/or his/her designee(s) shall be present to state the views of the *committee*.
- b. Executive Committee Approvals
  - i. All grants shall be presented by the PR&R Committee to the NJEA Executive Committee for approval.
  - ii. All requests for funding for fact-finding and additional monies for arbitration shall be presented by the PR&R Committee to the NJEA Executive Committee for approval.
  - iii. There shall be an annual report to the NJEA Executive Committee and the Delegate Assembly in January of each year.

## D. Attorney Panels

A panel of network attorneys shall be scheduled by the program manager to discuss potential cases of questionable merit and/or potential appeals. The attorneys shall be assigned to the panels on an equitable rotating basis. The panel shall consider the merits or lack thereof, of potential cases or appeal when requested. The legal opinions shall be submitted to the program manager in writing.

## E. Forms

Appropriate forms shall be approved by the PR&R *Committee*.

## Appendix A

### NEA Bylaw 2 Membership

#### 2-1. Categories

- f. Reserve membership shall be open to any person (i) who is on a leave of absence of at least six (6) months from the employment that qualifies him or her for Active membership or (ii) who has held Active or Education Support membership in the Association but whose employment status no longer qualifies that individual for such membership.

## Appendix B

### Illustrative List of Ineligible Employment-Related Matters

This list below is not exhaustive but is designed to be illustrative of the types of disputes that do not meet the definition of an “Employment-Related Matter” (Section I.G. of the Guidelines for the NJEA/NEA Legal Services Program.) Modifications to this list must be approved by the NJEA Executive Committee.

1. Workmen’s compensation disputes or actions covered by the New Jersey Workmen’s Compensation Act
2. Disputes covered by an NEA insurance program, except matters involving the defense of employment related criminal charges brought against one or more member(s) for which the program provides payment only if the member(s) is exonerated
3. Matters involving the activities of a local or state affiliate political action *committee* (PAC)
4. Any matter involving support of a substantive position contrary to NJEA policy
5. Disputes with 3rd party insurance carriers over claims denials
6. Challenges by bargaining unit members to the election of local or state affiliate officers
7. Disputes with Social Security Administration over ineligibility for or payment of benefits

8. Criminal and child protective services (CPS) charges not emanating from a member’s implied or expressed duties or for which the member has previously admitted guilt
9. Challenges to municipal tax levy decisions
10. Legal representation for lawsuit filed by a parent or guardian individually or on behalf of a student or by an adult student against the member including TRO requests against member
11. Matters that involve the business operations of a local affiliate
12. Member vs. employee disputes
13. Legal Assistance for a management *representative* challenged by one or more rank-and-file employees or an employee organization as a result of an action taken as a management *representative* .

**Adopted May 15, 1981, Amended June 16, 2000 by NJEA Executive Committee**

**Drawn up by NJEA Professional Rights and Responsibilities (PR&R) Committee**

*\*Applies to former NJEA Active Members if the individual is no longer able to be an NJEA Active member, but is eligible to be an NEA Reserve member under the NEA by-laws, Bylaw 2-1F. (See Appendix A)*



## Member Benefits

### Have you thought about...?

- **Protecting your income with disability insurance** – If you exhausted your sick days, how would you survive? NJEA sponsors a disability insurance program that enables you to purchase income protection. Simply call 800-727-3414 to seek assistance or visit the NJEA Member Benefits web page at [njea.org](http://njea.org). New members must enroll within 120 days for guaranteed acceptance!
- **Saving for summer** – If you are not a 12-month employee, you should plan now how to save for the months that you will not receive a pay check. Many local associations have credit unions in which members may use automatic payroll deductions to save for the summer. Don't get caught short!
- **Making time work for you!** – By starting to contribute to a tax-sheltered savings/investment program when you begin your career, you achieve the maximum benefit of compounding over the working years. You cannot rely on pension and social security to provide the quality of life that you desire in retirement. The NEA Retirement Program is the nationally-sponsored provider of retirement savings/investment services. Call 800-NEA-VALUE for more information.
- **Stretching your consumer dollars!** – NJEA offers a comprehensive program of member benefits at [njea.org](http://njea.org). Be sure to check all that is offered. The following services are worthy of your attention:

**1-866-AID-NJEA (1-866-243-6532)**

The NJEA helpline for free, confidential and effective support.

**The Buyer's Edge Inc.** – Offers a huge variety of guaranteed discounts. You may call the appropriate phone number (or login) and identify yourself as a member of NJEA, group number **3386**. For general assistance, please call 800-543-8381.

**Save** on many Major purchases through Buyer's Edge Inc. Appliances/TVs: Shop first and decide on exact make & model #'s. Then call 800 # below to get the lowest delivered price. For general assistance, call 800-543-8381. Login for more details. Always provide: NJEA group #3386

- Appliances & TV's – 800-377-3700

- Audio Equipment – 800-543-0911
- Cars- (New & Used) – 800-543-8381
- Contact Lenses (code NJEA) – 866-234-1393
- Diamonds, Jewelry, Watches – 800-635-9136
- Exercise Equipment – 800-541-9905
- Furniture & Mattresses – 800-631-0286
- Hearing Aids – 800-410-4865
- Kitchen Cabinets & Countertops 800-327-3599

- Lighting – 800-510-6348
- Luggage – 800-543-8237
- Mortgage Financing – 800-971-7721
- Moving Service – 800-356-7771
- Pet Insurance (code BuyersEdge) – 877-738-7874
- Real Estate – 800-232-6766
- Solar Energy – 800-558-1920
- Travel- Full Service – 800-634-8538

**California Casualty Automobile and Homeowners Insurance** – 855-680-5142

**Optical Academy** – 800-530-2730 <https://optical-academy.com/>

Organize an optical academy visit to your school community. The savings are significant.

**NEA Member Benefits** – 800-637-4636 (phone number for all programs)

- AD & D Insurance
- Auto Rental
- Complimentary Life Insurance
- Click & Save
- Credit Card Programs
- Home Financing – 866-699-3557
- Life Insurance (several plans)
- Long Term Care Advisor – 855-632-4582
- Magazine Service
- Savings Programs

**Legal Services** – Call your local NEA/NJEA UniServ office for the most convenient network attorney to handle your professional and personal needs. Enjoy a 30-minute free consultation and 30 percent discount on personal legal services.

**Access Discounts\*** – NJEA members have access to a nationwide listing of discounts by virtue of their membership cards. There is a link from the NJEA Member Benefits web page to the Access site where a search engine will enable members to identify discount opportunities throughout the country. Information about Access discounts may also be obtained by calling 866-245-5292.

**Member Discount Program\*** – Lists vendors offering NJEA members discounts and/or special services. This list keeps growing and covers a wide variety of products and services. Search electronically or download the entire directory.

**Leisure Time Opportunities** listed in the NJEA Member Benefits program include:

- Diggerland USA
- Great Wolf Lodge
- Orlando Vacation
- Plum Benefits
- Premium Seats USA
- SeaWorld Parks and Entertainment
- Six Flags
- And many more...

**\*NOTE:** Products and services listed in the NJEA Member Discount Program and Access are provided as a service to NJEA members and do not constitute an endorsement by NJEA or a representation regarding the products' quality or characteristics. NJEA makes no warranties expressed or implied, including the warranties of merchantability or fitness for a particular purpose regarding any products or services listed in the NJEA Member Discount Program or Access.



## Privatization

### *Eight reasons not to contract out public services:*

- 1. Higher costs** – Even though a service is contracted out, school districts must still bear the cost of contract administration, including preparation of the contract and monitoring of a contractor’s performance. Also, private companies’ expenses for services may be greater because they must make a profit and pay taxes. These factors do not affect the costs of publicly performed services.
- 2. Poorer service for citizens** – Since the objective of private firms is to maximize profits, companies are always looking to “cut corners.” These actions may result in decreased quality and quantity of services. Again, school district monitoring is necessary to detect this decline.
- 3. Increased chance for corruption** – As detailed in Government for Sale (an AFSCME-commissioned book on contracting out of public services), bribery, kickbacks, and payoffs have long been associated with contracting out. Companies, in a desire to expand profits, may often engage in questionable or illegal practices. Even with competitive and open bidding, corruption is still a real danger for school districts that decide to contract out.
- 4. Failure to perform service** – Contractors may cease or curtail operations because of bankruptcy, financial problems, lack of equipment, or for other reasons. This could leave a school district without vital services and cause severe hardship for its citizens.
- 5. Ballooning costs and dependency** – To obtain a contract, a firm may offer a very low price in its first contract, hoping that the school district will become completely dependent on its services. After contracting out services, school districts will often sell their equipment, making it impossible for them to resume operation in the future. The contractor then will raise prices for performing the service.
- 6. Problems in drawing up adequate contracts** – It is extremely difficult to formulate contracts that will ensure a school district gets what it wants for the price it pays. Lack of experience in writing performance- contracting specifications can create loopholes for contractors and result in a decrease of services for the school district.

7. **Contract irregularities** – These include: no competitive bidding among “price-fixing” contractors, provisions allowing for automatic adjustment or renegotiation of costs, and lack of performance bond requirement. (Even if a bond is required, the contractor must make up for this expense in its charge for services).
8. **Less accountability and flexibility** – Because the services performed by private firms are governed only by specific terms in the contract, the average citizen will have little or no impact in registering complaints or making suggestions on how to alter services. School districts will be unable to make a contractor respond to public needs, except through costly renegotiation.

### Steps to combat privatization threats

#### I. Contact UniServ Office

- A. Privatization is a real threat. It must be taken seriously.
- B. NJEA staff and consultants have been trained to help and advise locals on how to combat privatization.

#### II. Board Watch – Association should monitor Board meetings.

- A. Know your Board members. (Who will support us? – Who won't?)
- B. Know your school budget. (What are the real facts?)

#### III. Data gathering – Your local district statistical information

- A. Form a committee to gather local statistics on each work-role category. (UniServ office can

help you with forms and data gathering methods.)

- B. Analyze specifications (specs) and compare local info against specifications to recognize cuts in services.
  - C. See Employee Data Form.
- #### IV. Form steering committee to develop organizing plan against privatization.
- A. **Internal** – reach out to all members.
  - B. **External** – reach out to residents and parents.
- #### V. Develop strong communications system. Communicate with each of your audiences:
- A. **Audience 1** – members affected by privatization threat.
  - B. **Audience 2** – other members in district not immediately threatened.
  - C. **Audience 3** – parents, residents, merchants, and other concerned citizens.

### Privatization?

#### Some questions to ask

1. What expertise does the private sector offer not now found in our schools?
2. What specific academic gains will be achieved as a result of privatizing?
3. How much specific, day to day control of the privatized operation will the district relinquish to the private sector?
4. What specific problem(s) will be solved by the private sector?
5. Has the Board tried to solve these specific problems?
6. What results came from these attempts at problem solution?

7. What other districts have used the private contractor and now no longer do?
8. What are the reasons for this?
9. What district goals have already been set that the private sector will help achieve?
10. What precisely do you want the private sector to do?
11. How will you know that you have achieved your goals?
12. What guarantee will the private sector give that its lower costs will result in high or higher levels of service?
13. Will you visit other public schools where the private contractors are doing business and ask tough questions?
14. What well defined private sector contractual agreements have been developed and are on hand in the district, that will guarantee the services you are looking for?
15. What district plans exist to monitor private sector services?
16. What district plans exist to evaluate private sector services?
17. Who will do these evaluations?
18. Will the private sector contract have built in accountability or penalties for failure to perform?
19. What is the private contractor's employee turnover rate in similar public schools?
20. If service improvement is the goal, what has the district done to date to implement programs that manage, train, and equip current school employees more effectively and efficiently?

**School Communities “Right to Know.” Questions from “Private Options for Public Schools,” published by the National School Board Association**

# Employee Data Form (Confidential)

## Personal Data

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Home phone (\_\_\_\_\_) \_\_\_\_\_

Emergency phone (\_\_\_\_\_) \_\_\_\_\_

## Additional Personal Data

Number children in district:

\_\_\_\_\_ Now \_\_\_\_\_ Past \_\_\_\_\_ Grandchildren

List family members employed by the Board  
(Name, position, & location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List organizations of which you are a member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List relatives or friends who are community leaders  
(political/business/civic)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any talents/hobbies/special abilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Work Data

Work location: \_\_\_\_\_

Work phone (\_\_\_\_\_) \_\_\_\_\_

Hours worked/day: \_\_\_\_\_ / \_\_\_\_\_ Hourly rate \_\_\_\_\_

Assignments:  Elementary  Middle  High  
 Vocational  Shuttle  Spec. Ed

Other \_\_\_\_\_

Time: start \_\_\_\_\_ (am/pm): end \_\_\_\_\_ (am/pm)

Actual working hours per week: \_\_\_\_\_

Summer hours per week: \_\_\_\_\_

Average hours/month for Emergency/OT: \_\_\_\_\_

District resident?  Yes  No

Total yrs. in district: \_\_\_\_\_ Living \_\_\_\_\_ Working

Number of accumulated sick days \_\_\_\_\_

Years in pension plan \_\_\_\_\_

Emergency response availability:

10 min.  20 min.  30 min.

Training/Workshops/Seminars (examples: EMT, computer training, chemical safety, workplace safety, instructional skills, nutrition, etc./use extra sheet if needed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check here if using another sheet for additional information that you feel is pertinent.

**Driving Record** *(if you use vehicle on job)*

Number of accidents on job: \_\_\_\_\_

Date of most recent accident: \_\_\_\_\_

Number of tickets on job: \_\_\_\_\_

Date of most recent: \_\_\_\_\_

Disciplinary action taken by Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Work Record:**

Commendations/Awards  
*(job-related & personal/use extra sheet if needed)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Disciplinary action taken \_\_\_\_\_

Reason: \_\_\_\_\_

Nature/type of discipline: \_\_\_\_\_

Date action taken: \_\_\_\_\_

Key Community Services on Job: *(Examples: Assisting po-  
lice, reporting fire evacuations, Townwatch, lost children,  
reporting accidents, etc).*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Driver Data Form (Confidential)

## Personal Data

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Home phone (\_\_\_\_\_) \_\_\_\_\_

Emergency phone (\_\_\_\_\_) \_\_\_\_\_

## Additional Personal Data

Number children in district:

\_\_\_\_\_ Now \_\_\_\_\_ Past \_\_\_\_\_ Grandchildren

List family members employed by the Board  
(Name, position, & location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List organizations of which you are a member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List relatives or friends who are community leaders  
(political/business/civic)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any talents/hobbies/special abilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Work Data:

District resident?  Yes  No

Total yrs. driving bus: \_\_\_\_\_ for district: \_\_\_\_\_

Number of accumulated sick days \_\_\_\_\_

Years in pension plan \_\_\_\_\_

Emergency response availability:

10 min.  20 min.  30 min.

Hours worked/day: \_\_\_\_\_ / \_\_\_\_\_ Hourly rate \_\_\_\_\_

Package hours:  2  4  5  6  8

Rt. # \_\_\_\_\_

Packages :  Elementary  Middle  High  
 Vocational  Shuttle  Spec. Ed

Other \_\_\_\_\_

Time: start \_\_\_\_\_ (am/pm): end \_\_\_\_\_ (am/pm)

Actual driving time (include layovers): \_\_\_\_\_

Actual working hours per week: \_\_\_\_\_

Average hours/month for Emergency/OT: \_\_\_\_\_

Assigned pupils per package:

\_\_\_\_\_ Elementary \_\_\_\_\_ Middle \_\_\_\_\_ High

\_\_\_\_\_ Vocational \_\_\_\_\_ Shuttle \_\_\_\_\_ Spec. Ed

Other \_\_\_\_\_

Summer work hrs. \_\_\_\_\_ Amt. paid \_\_\_\_\_

Extra runs daily: (i.e. Kindergarten/late) \_\_\_\_\_

# of Students \_\_\_\_\_ Amt. Paid \_\_\_\_\_

Check here if using another sheet for additional information that you feel is pertinent.

**Work Data:** *(continued)*

Extra runs special: (average hrs/month) \_\_\_\_\_

Athletic: \_\_\_\_\_ (hrs/mo) Field: (hrs/mo) \_\_\_\_\_

Garage related time (to/from) hrs./week \_\_\_\_\_

Cleaning/vehicle check duties hrs./week \_\_\_\_\_

Hours/month for emergency, extra work, & double runs

\_\_\_\_\_

\_\_\_\_\_

**Work Record:**

Commendations/Awards received (both job-related & personal/Use extra sheet if needed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disciplinary action taken/reason:

Nature/type of discipline: \_\_\_\_\_

Date action taken: \_\_\_\_\_

**Driving Record**

Number of accidents on job: \_\_\_\_\_

Date of most recent \_\_\_\_\_

# of tickets on job: \_\_\_\_\_ Date/most recent \_\_\_\_\_

Disciplinary action taken by Board: \_\_\_\_\_

Training/Workshops/Seminars (*ex: EMT, computer training, chemical safety, workplace safety, nutrition, etc./Use extra sheet if needed*).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Key Community Services on Job: (*ex: assist police, report fire evacuations, Town-watch, lost children, report accidents, etc.*)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Vehicle Data**

Vehicle:  Bus 1  Bus II

Age of vehicle \_\_\_\_\_

Transmission:  Auto  Shift

Seat belts?  Yes  No

Vehicle condition:  Excellent  Good  Fair

Assigned van attendant/aide?  Yes  No

Where vehicle parked?  Home  Compound

Other \_\_\_\_\_

## Employer's Arguments Favoring Subcontracting

You can't hide the FACTS! Countering arguments that support subcontracting

### Subcontracting saves MONEY!!!

- Underestimating or “lowballing” of first-year operating costs is common among contractors.  
Fees for services in subsequent years will increase as the need for profit increases. These increases often exceed inflation.
- Costs associated with transferring authority from the local level to private contractors are often overlooked when calculating so-called savings. (Legal fees, contracts)
- Training subcontractor's employees and correcting their mistakes is costly and unanticipated.
- Boards of education may incur costs associated with contractor employee termination, such as: unemployment, severance, accrued sick-leave payment.
- Subcontracting cuts jobs of local residents, increasing local unemployment & putting less money into the community.
- Subcontractors must make profit and pay taxes. In order to maximize profits, companies look to “cut corners,” resulting in decreased quality & quantity of services.

## Educational Support Professional's (ESP) Counterarguments

Subcontractors provide specialized skills that are unavailable in the public sector.

- Workers who choose public service tend to be more

experienced, more skilled, and interested in providing personalized services.

- Accommodating the special needs of teachers and students requires flexibility and teamwork. ESP staff are aware that the students' welfare & education always come first. Private employees of the subcontractor owe their allegiance to the company at any cost, not the district or students.
- Little is gained when an additional level of red tape, such as the subcontractor, is placed between the teacher, the student, and those individuals providing daily support services.

### Subcontractors offer a more flexible – therefore, a more cost-effective – workforce.

- Local ESP staffers are more sensitive to the needs of students and teachers because they share a common goal of providing an environment where students can grow socially, emotionally, and academically.
- Boards of education frequently fail to provide the subcontractor with a thorough description of the work done by ESP members. Tasks not written into the subcontractor's contract require additional compensation.
- Formulating contracts that ensure a Board will get what it wants is extremely difficult. Loopholes that favor the subcontractor, resulting in decreased services for the school district, are the outcome of poorly written performance contracts. Frequently, the subtle details of the job are not known by the Board.

## Subcontractors are more accountable because of the threat of competition.

- Threat of competition ends when the contract is signed.
- School districts that subcontract frequently sell off valuable equipment at a fraction of its original purchase price. Remaining equipment becomes outdated or poorly maintained. Districts lacking equipment and personnel are not in a position to terminate subcontractors with poor performance. The subcontractor has the upper hand!
- Concerns of parents, teachers, and administrators regarding subcontracted employees are difficult to communicate due to the “red tape” of having to deal with the supervisors representing the subcontractor. Home rule is greatly diminished.

## Contracting out allows for rapid initiation of new projects.

- A subcontracted employee being paid minimum wage is seldom “RAPID TO INITIATE” any Project!
- Quality control, formerly the domain of the local Board of education, is diminished. School districts are at the mercy of the subcontractors' quality standards. These standards may not meet even the minimum previously held by the Board.
- Additional monitoring, training, and supervision by the local district becomes necessary to enforce minimum requirements for performance.

**Contracted employees are more productive because they are not bound by union ... contracts or by complex hiring-and-firing regulations.**

- Continuity and teamwork among ESP and teachers is essential in providing a sound educational atmosphere. Inexperienced transient workers with few benefits and receiving minimum wages have little incentive to assist in creating a satisfactory school climate.
- Subcontractors bring in a revolving door of faceless, nameless employees with low wages, small or nonexistent benefit packages and substandard working conditions.
- Subcontracting places all of us at risk, especially the children! **STRANGERS IN OUR SCHOOLS ARE HAZARDOUS TO EVERYONE'S HEALTH and WELL-BEING!** Public sector employees (PSE) are subject to background checks that private employers desire to skip in order to save dollars, keep costs low, and maintain a steady stream of employees. Many private sector workers often aren't on the job long enough for the background check to be completed.

- ESP employees are usually local residents or reside in neighboring communities. The dollars they earn directly impact the local economy.
- Unions promote jobs and justice, while at the same time, work to improve schools. Studies show that organized workers are more productive and have lower turnover rates.
- ESP employees, with the assistance of their unions, bargain for fair wages and benefits and, therefore, are less likely to become dependent on public benefit programs and services.
- School districts lose control over the individuals working in schools – with/near students – when they subcontract services and staff.

**Private-sector managers have a strong incentive to perform well. (Money, advancement.)**

- Advancement of private sector employees is directly linked to saving money. Cutting costs, minimizing staffing, low wages, and poor quality materials result in substandard services.

- Private sector managers and employees are loyal to the subcontractor, not to the school system or the residents who support the funding of the district through their tax dollars.
- Private sector employers have a long and famous history of **BRIBERY, KICKBACKS, and PAYOFFS**. Involvement in questionable and illegal practices may be motivated by a desire to expand profits. Corruption is a danger that school districts may face when they become involved with private contractors.
- **BANKRUPTCY, FINANCIAL PROBLEMS, AND LACK OF EQUIPMENT** may cause contractors to cease or curtail operations. School districts could be left without vital services necessary to provide education to the children of their community. Without their own supplies, equipment, and personnel, **Boards of education** will have a difficult time putting the pieces back together again.



## Health & Safety

### Advising and protecting members in cases involving violence and vandalism

Association Representatives (ARs) should advise and assist members in following these procedures if they are the victims of acts of violence or vandalism:

1. Report all incidents to your AR immediately.
2. Immediately record the time of the incident and document all facts. Information should include:
  - a. Who was involved?
  - b. What caused the incident?
  - c. What was said?
  - d. Who committed the assault?
  - e. Where was the exact place of the incident?
  - f. If struck, with what were you struck?
  - g. Did the assailant have a weapon?
  - h. Was there evidence of alcohol or drugs?
  - i. Was there damage to personal belongings?
3. Report all injuries to the school nurse and complete an accident report. (See reverse side of the form for more information about on-the-job injuries.)
4. Ask for a medical diagnosis and treatment from the school doctor. If refused, go immediately to your own doctor for an examination. In either case, the doctor should know and understand that this is important evidence.
5. Fill out the appropriate form, submit it to the building principal, and retain a copy. This report is mandated by state law – be sure it is completed.
  - a. Insist that the administration immediately document the incident.
  - b. Obtain a copy of that report.
  - c. If the report is inaccurate, reserve the right to correct or add to the report.
  - d. The administration must provide a written explanation of the disposition of the reported incident.
6. The appropriate UniServ office should be contacted if injuries have been sustained and/or any legal action is anticipated by or against the member.
7. The association should:
  - a. Insist that the administration contact the police immediately. If refused, the association must call the police.

- b. An accurate report should be filed. Obtain a copy.
- c. Charges should be filed after discussion with an NJEA network attorney.
- d. In cases of assault, there exists the possibility of an immediate suit against the attacker, whether it be a student, parent, or other person(s).
- e. The association should request a copy of the administration's annual public report to the board of education of incidents of violence and vandalism.

Be certain to follow procedures in the NJEA Guidelines for PR&R Assistance to assure members of the fullest Association assistance.

### Advising members in case of an injury sustained while on the job

- 1. The employee or someone on his/her behalf should notify the school principal immediately upon sustaining an injury. Notification should be in writing.
- 2. The employee should complete an accident report as soon as possible after the occurrence, but no later than 14 days. This report is usually obtained through the school nurse's office.
- 3. The employee should seek medical evaluation and/or treatment immediately. The employee should not self-evaluate his/her injury.
- 4. School employees are compensated in the following ways:
  - a. Under 18A:30-2.1, the employee is entitled to full salary without loss of sick days for up to one calendar year. This benefit is not affected by the seven-day waiting period under

Workers' Compensation Law 34:15-14. Benefits payable under 34:15-12a are signed over to the Board of Education during this period.

- b. The employee is entitled to receive 100 percent medical coverage for all costs related to treatment of the sustained injury.

**Note:** The employee does not use his/her traditional group health insurance coverage. The employer is responsible for all medical costs either directly or through the employer's insurance carrier.

- c. Leave taken by an employee pursuant to subsection a. of this section shall constitute satisfactory service as provided pursuant to 18A:29-14 and any other provision, statutory or contractual, relating to employment, adjustment, or other increments and shall not constitute inefficiency or other good cause for the withholding of an employment or adjustment increment.
- d. Benefits may be payable under 24:15-12 for:
  - 1. temporary disability,
  - 2. permanent total disability, and
  - 3. permanent partial disability, depending upon the extent of the injury.
- 5. Members may obtain additional advice and consultation through their NJEA/NEA UniServ Office.
- 6. A workers' compensation petition should be filed after

discussion with an NJEA network attorney.

### Health and Safety

NJEA members have a legal right to safe and healthful working conditions. Your board of education is responsible for ensuring that school employees and students are not exposed to hazardous conditions.

NJEA and the New Jersey Work Environment Council (WEC) are working in partnership to protect NJEA members from unsafe schools. Together, we created the NJEA Health & Safety Manual (<https://www.njea.org/issues/health-safety/health-safety-publications/>) to provide locals with a comprehensive collection of health and safety resources.

The following links provide general and specialized resources to aid in identifying and resolving workplace health and safety problems. For additional information, job specific brochures, and training, call your UniServ Office. Members can also find this information online at: *njea.org*, go to Issues, then click on the drop down menu, Health and Safety for publications and *NJEA Review* articles (printed 10 months of the year, September to June; the *NJEA Review* features a Health and Safety column) and resources.

#### NJEA Health & Safety Manual

- September 2014 Edition. Comprehensive guide to topics pertinent to our members. Contains guidance for local associations and references and links to further information.

#### Organizing for Better Indoor Air Quality

- February 2011, 27 pages. In-depth IAQ information vital for local associations addressing problems with ventilation

systems, mold and moisture, housekeeping and green cleaning, and temperature and humidity.

## 10 Steps to School Health & Safety

- April 2011, 12 pages. Step-by-step guidance for members to organize around health and safety issues and achieve lasting improvements in working conditions.

## NJEA Health & Safety Facts

Six to eight page brochures on issues most important to members in general. Also hazards faced by particular groups of members.

- Asbestos Hazards in School
- Bloodborne Hazards in School
- For Bus Drivers
- For Custodial & Maintenance Employees
- For Food Service Employees
- Health & Safety Committees
- How to Use the Public Employees Occupational Safety and Health Act (PEOSHA)
- For Paraeducators
- School Renovation
- For Secretaries
- For Security Officers
- For Teachers
- Violence in Schools

## NJEA Review articles

Each month the NJEA Review features a Health & Safety column on a different topic.

## Additional Resources

### Violence and Vandalism

#### NJEA Health and Safety Manual

[www.njea.org/issues/health-safety/health-safety-publications/](http://www.njea.org/issues/health-safety/health-safety-publications/)

Violence in Schools, pages 292 to 298

#### National Education Association Safe Schools Issues webpage

[www.nea.org/home/16364.htm](http://www.nea.org/home/16364.htm)

#### OSHA Workplace Violence webpage

[www.osha.gov/SLTC/workplaceviolence/index.html](http://www.osha.gov/SLTC/workplaceviolence/index.html)

#### NIOSH Occupational Violence webpage

[www.cdc.gov/niosh/topics/violence/](http://www.cdc.gov/niosh/topics/violence/)

#### CDC Youth Violence webpage

[www.cdc.gov/ncipc/dvp/YVP/school\\_violence.htm](http://www.cdc.gov/ncipc/dvp/YVP/school_violence.htm)

#### CDC School Violence Fact Sheet 2010

[www.cdc.gov/violenceprevention/pdf/SchoolViolence\\_FactSheet-a.pdf](http://www.cdc.gov/violenceprevention/pdf/SchoolViolence_FactSheet-a.pdf)

#### NIOSH Science Blog on School Violence

[www.cdc.gov/niosh/blog/nsb041408\\_teacher.html](http://www.cdc.gov/niosh/blog/nsb041408_teacher.html)

The National Institute for Occupational Safety and Health is conducting a study on workplace violence in PA schools. They have created a Blog where teachers, school staff, administrators, and union representatives can share their experiences, ideas and perspectives on school violence.

#### Violence, Vandalism, and Substance Abuse in New Jersey Schools, 1999 to 2008 Reports, NJ Department of Education

[www.state.nj.us/education/schools/vandv/](http://www.state.nj.us/education/schools/vandv/)

#### Violence, Vandalism, and Substance Abuse Incident Report System

<https://homeroom.state.nj.us/EVVRS.htm>

#### Violence, Vandalism, and Substance Abuse Incident Report Form

[http://homeroom.state.nj.us/evvrs/EVVRS\\_Incident\\_Report\\_Form\\_2015-2016\\_final.pdf](http://homeroom.state.nj.us/evvrs/EVVRS_Incident_Report_Form_2015-2016_final.pdf)

## Government Resources

Below are descriptions of government agencies that can be helpful on school health and safety concerns. The local association, members, and parents may wish to contact them to obtain information, advice, and publications. In some cases, obtaining an onsite enforcement inspection is also possible.

### Public Employees Occupational Safety and Health

(PEOSH) Program is responsible for health and safety enforcement for staff in New Jersey public schools.

- **Health hazards such as indoor air quality, mold, and chemical hazards**

New Jersey Department of Health and Senior Services

Phone: 609-984-1863

[www.state.nj.us/health/peosh/index.shtml](http://www.state.nj.us/health/peosh/index.shtml)

- **Safety hazards, discrimination, and record-keeping**

New Jersey Department of Labor and Workforce Development

Phone: 609-292-7036 or 800-624-1644

[http://lwd.dol.state.nj.us/lsse/employer/Public\\_Employees\\_OSH.html](http://lwd.dol.state.nj.us/lsse/employer/Public_Employees_OSH.html)

## New Jersey Department of Health & Senior Services

### • Indoor Environments Program

Offers information, advice, and sometimes enforcement on issues such as asbestos, lead, mold, and vapor intrusion.

Phone: 609-631-6749

[www.state.nj.us/health/iep/index.shtml](http://www.state.nj.us/health/iep/index.shtml)

### • Communicable Disease Program

Offers information, advice, and sometimes enforcement on issues such as tuberculosis, hepatitis, meningitis, vaccines, flu, etc.

Phone: 609-588-7539

[www.state.nj.us/health/cd/index.shtml](http://www.state.nj.us/health/cd/index.shtml)

### • Cancer Epidemiology Program

Offers information and advice about cancer cluster concerns in the workplace and community.

Phone: 609-588-3500

[http://nj.gov/health/ces/cancer\\_cluster.shtml](http://nj.gov/health/ces/cancer_cluster.shtml)

## New Jersey Department of Environmental Protection

Offers information, advice, and enforcement on contamination of school sites, school bus idling, integrated pest management, radon, lead in drinking water, ozone and other air pollutants, and mercury.

- DEP Public Access Center  
609-777-3373  
[www.state.nj.us/dep/](http://www.state.nj.us/dep/)

- Contamination of school sites,  
800-253-5647  
[www.nj.gov/dep/srp](http://www.nj.gov/dep/srp)

- School bus idling  
609-292-7953  
[www.nj.gov/dep/stopthesoot/](http://www.nj.gov/dep/stopthesoot/)
- Integrated pest management  
609-530-4070  
[www.nj.gov/dep/enforcement/pcp/pcp-ipm.htm](http://www.nj.gov/dep/enforcement/pcp/pcp-ipm.htm)
- Radon, 800-648-0394  
[www.nj.gov/dep/rpp/radon/index.htm](http://www.nj.gov/dep/rpp/radon/index.htm)
- Lead in drinking water  
609-292-5550  
[www.nj.gov/dep/watersupply/quality.htm](http://www.nj.gov/dep/watersupply/quality.htm)
- Ozone and air pollutants  
609-292-0138,  
[www.nj.gov/dep/airmon/cfpage.htm](http://www.nj.gov/dep/airmon/cfpage.htm)
- Mercury  
609-984-6070  
[www.nj.gov/dep/dsr/mercury\\_task\\_force.htm](http://www.nj.gov/dep/dsr/mercury_task_force.htm)

## New Jersey Department of Community Affairs (DCA)

### Division of Codes and Standards

Enforces the Uniform Construction Code in Abbott Districts, including issuing certificates of occupancy. The division enforces elevator safety, the Asbestos Hazard Abatement Sub code, also known as Subchapter 8 of the Uniform Construction Code as well as the Lead Hazard Abatement rules in all buildings and structures undergoing lead hazard abatement.

Phone: 609-984-7609

[www.state.nj.us/dca/divisions/codes/index.html](http://www.state.nj.us/dca/divisions/codes/index.html)

## New Jersey Schools Development Authority (NJSDA)

Responsible for monitoring construction-related health and safety problems in public schools, if the projects are funded by them. [www.njsda.com](http://www.njsda.com)

- Main Office – 609-943-5955
- Trenton Region – 609-292-5788
- Northern Region – 973-648-8335

## Occupational Safety and Health Administration (OSHA)

Responsible for health and safety enforcement for employees of private contractors working in the public schools, for example, construction workers and privatized custodians.

Phone: 1-800-321-6742, toll-free, 24 hours a day, 7 days a week

[www.osha.gov](http://www.osha.gov)

## Local Health Departments

Offer information, advice, and sometimes enforcement on issues related to sanitation, food safety, noise, and other public health nuisances. Find your local health department by calling 1-800-367-6543. [www.state.nj.us/health/lh/directory/lhdselectcounty.shtml](http://www.state.nj.us/health/lh/directory/lhdselectcounty.shtml)

## Local Fire Officials

Offer information, advice, and enforcement inspections on fire extinguishers, sprinklers, alarms, exits, and flammable materials. Find your local fire officials in the government pages of the phone book. [www.nj.gov/nj/govinfo/county/localgov.html](http://www.nj.gov/nj/govinfo/county/localgov.html)



## UniServ Field Offices

**Region 1 – Cape May & Cumberland counties**  
 1318 South Main Rd., Ste. 2B  
 Vineland, NJ 08360-6516  
 (856) 696-2670  
 (856) 794-8328 (F)

**Region 2 – Gloucester & Salem counties**  
 6 North Broad. Street, Ste. 325  
 Woodbury, NJ 08096-4635  
 (856) 628-8650  
 (856) 628-8656 (F)

**Region 3 – Camden Co. – East**  
 1020 Laurel Oak Rd., Ste. 101  
 Voorhees, NJ 08043-3518  
 (856) 782-1225  
 (856) 627-6024 (F)

**Region 4 – Camden Co. – West**  
 1020 Laurel Oak Rd., Ste. 103  
 Voorhees, NJ 08043-3518  
 (856) 964-2800  
 (856) 964-2888 (F)

**Region 5 – Burlington Co.**  
 509 South Lenola Rd., Ste. 4  
 Moorestown, NJ 08057-1556  
 (856) 234-2485  
 (856) 234-0024 (F)

**Region 6 – Atlantic Co.**  
 Township Office Center  
 314 Chris Gaupp Drive, Ste. 103  
 Galloway, NJ 08205-4464  
 (609) 652-9200  
 (609) 652-8653 (F)

**Region 7 – Ocean Co.**  
 Bayview Corporate Center  
 1433 Hooper Ave., Ste. 225  
 Toms River, NJ 08753-2200  
 (732) 349-0280  
 (732) 505-1939 (F)

**Region 8 – Mercer Co.**  
 The Atrium, 133 Franklin Corner Rd.  
 Lawrenceville, NJ 08648-2531  
 (609) 896-3422  
 (609) 895-0238 (F)

**Region 9 – Monmouth Co.**  
 1345 Campus Parkway, Ste. A9  
 Wall Township, NJ 07753-6828  
 (732) 403-8000  
 (732) 403-8008 (F)

**Region 11/12 – Middlesex Co.**  
 Raritan Plaza II  
 91 Fieldcrest Ave., Ste. A3  
 Edison, NJ 08837-3627  
 (732) 287-4700  
 (732) 287-9055 (F)

**Region 13 – Hunterdon & Somerset counties**  
 27 Minneakoning Rd.  
 Flemington, NJ 08822-5726  
 (908) 782-2168  
 (908) 782-2329 (F)

**Region 15 – Union Co.**  
 312 North Ave. E  
 Cranford, NJ 07016-2464  
 (908) 709-9440  
 (908) 709-9456 (F)

**Region 17 – Morris Co.**  
601 Jefferson Rd., Ste. 105  
Parsippany, NJ 07054-3790  
(973) 515-0101  
(973) 515-9333 (F)

**Region 19 – Hudson Co.  
(Newark-Essex)**  
6600 Kennedy Boulevard East, Ste. 1L  
West New York, NJ 07093-4232  
(201) 861-1266  
(201) 868-5920 (F)

**Region 20 – Hudson Co. – South**  
1600 John F. Kennedy Blvd., Ste. B  
Jersey City, NJ 07305-1749  
(201) 653-6634  
(201) 653-0922 (F)

**Region 21 – Essex Co.**  
70 South Orange Ave., Ste. 250  
Livingston, NJ 07039-4903  
(973) 762-6866  
(973) 422-0473 (F)

**Region 23 – Bergen Co. – East**  
110 Kinderkamack Rd., Ste. 2B  
Emerson, NJ 07630-1854  
(201) 265-6200  
(201) 265-1335 (F)

**Region 25 – Bergen Co. – West**  
777 Terrace Ave., Ste. 108  
Hasbrouck Heights, NJ 07604-3111  
(201) 292-8093  
(201) 292-8098 (F)

**Region 27 – Passaic Co.**  
Preakness Valley Office Park  
504 Valley Rd., Ste. 150  
Wayne, NJ 07470-3534  
(973) 694-0154  
(973) 694-1338 (F)

**Region 28 – Sussex &  
Warren counties**  
23 Route 206  
Stanhope, NJ 07874-3264  
(973) 347-5717  
(973) 347-2268 (F)

**Region 29 – Higher Education**  
Golden Crest Corporate Center  
2279 State Highway 33, Ste. 508  
Hamilton Square, NJ 08690-1750  
(609) 689-9580  
(609) 689-9585 (F)

## Regional Directors

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**UniServ South**  
Regs. 1-6  
509 South Lenola Rd, Bldg 4  
Moorestown NJ 08057-1556  
856-234-0522  
856-234-0667 (F)

**UniServ Central**  
Regs. 7-12, 29  
Raritan Plaza II  
91 Fieldcrest Ave., Ste. A3  
Edison NJ 08837-3627  
732-287-6899  
732-287-3880 (F)

**UniServ Northeast**  
Regs. 15, 19-25  
70 South Orange Ave.,  
Ste. 250  
Livingston, NJ 07039-4903  
973-321-3221  
973-762-9750 (F)

**UniServ Northwest**  
Regs. 13, 17, 27, 28  
23 Route 206  
Stanhope NJ 07874-3264  
973-347-0911  
973-347-0168 (F)



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# Contacts

# Notes

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# AR Handbook

Association Representative

New Jersey Education Association  
180 West State Street  
PO Box 1211  
Trenton, New Jersey 08607-1211  
609-599-4561  
609-393-2695 (F)  
[njea.org](http://njea.org)  
3007 – 6/2017