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07-99

NOTORIOUS

P R E A M B L E

THIS AGREEMENT IS BETWEEN THE NEGOTIATING COMMITTEE OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, hereinafter called THE BOARD,

And,

THE SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION NEGOTIATING COMMITTEE, hereinafter called SOMEA.

WHEREAS, THE BOARD has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with SOMEA as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

WHEREAS, the parties have reached certain understandings which they desire to confirm by this agreement.

NOW, THEREFORE, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

RECOGNITION

1. THE BOARD recognizes SOMEA as the exclusive representative for collective negotiation on behalf of the employees of the collective negotiation unit.
2. The collective negotiating unit shall consist of classroom teacher, librarians and administrative interns employed by THE BOARD.

1970-1971

Revised 11/20/69

## NEGOTIATION PROCEDURE

- A. The duly designated representatives of the parties hereto agree to commence joint meetings not later than the 15th day of May, 1970, for the purpose of negotiating the successor agreement for the school year 1971-72. These meetings will have the express purpose of reaching a final agreement for such school year not later than November 25th, 1970.
- B. In the event that the parties have not, prior to November 1, 1970, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact-finding with recommendation for settlement (the cost of which shall be borne equally by the parties). If by mutual agreement an extension is deemed appropriate, impasse date line may be extended to November 7th, with the express understanding that there will be no further extension.
- C. In the event of such fact-finding any recommendation for settlement arrived at by the fact-finder shall be prepared in writing and delivered to the parties at least five (5) days before the 25th of November, 1970, in order to permit the parties sufficient time to set forth in writing the final terms and conditions of the collective negotiations agreement for 1971-72.
- D. The parties understand that it is of paramount importance to the success of the collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest and therefore any such release shall be made only in writing and after agreed to by both parties, providing there has been good faith bargaining all the time.

TERM AND DURATION OF THE AGREEMENT

- A. Provisions of this agreement shall become effective on July 1, 1970, and continue in force until June 30, 1971. The economic provisions shall not become enforceable unless and until the Board of School Estimate shall, in its discretion pursuant to law, finally determine the amount of money to be appropriated for the use of the public schools within the district.
  
- B. The execution of this agreement by the parties hereto shall take place after ratification of the provisions herein by SOMEA, and by the Board at its next regular or special meeting following the ratification of SOMEA.

## GRIEVANCE PROCEDURE

### A. Introduction

It is a fundamental principle of school organization that the effectiveness of the school program will be directly related to the quality of human relations practiced among the staff. The confidence engendered by responsible, honest, effective work of all members of the school staff, regardless of assignment of responsibilities, will develop the high morale necessary for an effective program.

In every relationship, however enlightened the staff, grievances real or imagined will arise. If informal discussion of a problem between relevant parties or presentation of a problem to the normal line-staff structure does not resolve the problem then a plan to assure the orderly presentation and resolution of these dissatisfactions of staff members is necessary to insure a high level of morale.

The grievance procedure should achieve the following objectives:

1. --protect individuals from alleged misinterpretation or inequitable application of an established policy
2. --secure at the lowest possible administrative level equitable solutions of the problems or conditions giving rise to the grievances
3. --improve the attitudes of mutual respect between professional staff and administration.

The use of the grievance machinery of this school district is a right of professional staff members and it shall not be held against an individual if he chooses to exercise that right.

Conversely, nothing in this document shall be interpreted as negating other rights of certified staff including the right not to use the grievance machinery.

### B. Definition

A grievance shall be defined as a complaint of employees covered by this agreement arising from alleged misinterpretation or inequitable application of this agreement or an established personnel policy or standard personnel practice in effect in this District.

This procedure shall be used only for the settlement of grievances of employees covered by this agreement and shall not be used as an instrument for negotiating changes in School Board policy during the contract term.

C. Phase I--Informal Procedures

Every effort should be made to encourage the solution of professional problems quickly, informally, and within the building involved. The following procedures are suggested as avenues of communication toward this end:

- aggrieved may meet with his department head and/or principal to discuss the issue
- aggrieved may meet with a building member of the Professional Rights and Responsibilities Committee to discuss the issue and then with his department head and/or principal
- aggrieved may make use of other personnel (other teachers, department heads, principals, etc.) to work out a solution with his department head and principal
- department head and/or principal may ask help of others (PRRC members, department heads, principals, superintendents, teachers, etc.)

These procedures are not in any order of precedence. It is suggested that any procedure(s) which may be helpful be used. Written records of these conferences should not be kept. Conferences should be held as quickly as possible and the names of those attending any informal conferences shall be known to both parties beforehand.

The aggrieved shall at any time during these informal procedures have the right to move into the formal procedures.

D. Phase II--Formal Procedures--Immediate Supervisor--Principal

A staff member with a grievance shall submit in writing said grievance to his immediate supervisor. Within three (3) school days, the supervisor shall hold a conference and within three (3) days after the conclusion of the conference the supervisor shall give in writing his decision, with supporting reasons.

In the secondary schools, if the aggrieved is not satisfied with the decision, he may submit to the Principal in writing, within (5) school days, his grievance along with the decision of his supervisor. The Principal shall hold a conference within five (5) school days.

The Principal shall, after conferring with the aggrieved, give his decision in writing with supporting reasons, within five (5) school days.

Both parties involved in the grievance may at any time in the formal procedures be represented by individuals of their own choosing.

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#### E. Phase III--Formal Procedures--Superintendent

If the aggrieved party is not satisfied with the decision, he may, within (5) school days, submit, in writing, his grievance to the Superintendent.

A conference shall be held within five (5) school days after receipt of grievance. The Superintendent shall render a decision in writing with supporting reasons, within five (5) school days, to all parties concerned.

#### F. Phase IV--Formal Procedures--Advisory Arbitrator

If the aggrieved is not satisfied with the decision of the Superintendent he may, if supported by the PRRC, refer his grievance within ten (10) working days to an impartial arbitrator. Said arbitrator shall be selected and a hearing shall be held no later than fifteen (15) days from the date of the request or as soon thereafter as the arbitrator may be available. All documents presented at previous steps of the grievance procedure shall be submitted to the arbitrator. Five (5) days after the conclusion of the hearing the arbitrator shall render an advisory opinion which is not legally binding on either party.

#### Appointment of an Arbitrator

"The Executive Director of PERC may, upon the request of either party to an agreement containing a provision providing for arbitration of unresolved grievances, submit simultaneously to each party to the dispute, as soon as possible, an identical list of names of at least five (5) arbitrators. Each party to the dispute shall have seven (7) days from the date of mailing the list in which to examine said list, cross off any two (2) names to which he objects, number the remaining names indicating the order of his preference and return the list to the Executive Director. When any party fails to return the list within the time specified, all persons named therein shall be deemed acceptable to that party. The Executive Director shall appoint an arbitrator giving recognition to the designated order of preference, if any. If the appointed arbitrator declines, or is unable to serve, or if, for any other reason the appointment cannot be made from the submitted list, the Executive Director shall have the power to make the appointment of an arbitrator not previously rejected by either party, without submission of any additional list."

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## MISCELLANEOUS

In the event of grievances which may occur near the end of the school year, it will be the intent of both parties to proceed as quickly as possible in an effort to promptly resolve the matter. In order to expedite such efforts, it may be necessary for either party to assign a representative to act on his behalf.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and SOMEA and given appropriate distribution so as to facilitate operation of the grievance procedure.

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

## TEACHER RIGHTS

The teacher shall be responsible to determine grades within the grading policy of the South Orange-Maplewood School District, based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. Administrative changes may be made after consultation with the teacher.

## ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to SOMEA, in response to requests from time to time, any desired information to which the public is entitled by law.
- B. Whenever any staff member participates during working hours in grievance proceedings, conferences, or meetings called by Board representatives, he shall suffer no loss of pay.
- C. SOMEA and its representatives shall be permitted to use school buildings for meetings, subject to approval of the building principal, except that SOMEA shall be responsible for all costs attendant to the use of school facilities at any time when custodians are not ordinarily on duty. In every instance of SOMEA use of the building, the building principal will be made aware of the starting and closing times of the meeting and the spaces to be used before he gives approval.
- D. SOMEA shall be granted space for posting notices in the school office and the teacher(s)' room of each school. One copy of each item posted shall be made available to the building principal. The specific location for posting notices will be approved by the building principal.
- E. SOMEA shall be permitted the privilege of placing materials in school mail boxes. The building principal shall receive a copy of each item placed in the mail boxes. All materials distributed by SOMEA shall carry SOMEA identification.
- F. A telephone will be installed for SOMEA president to be placed in an appropriate position within his classroom so as not to disturb the ongoing educational program. Cost to be borne by SOMEA.
- G. No less than a one-academic year leave of absence without pay may be granted to one employee designated by SOMEA.
- H. The Board will schedule, at the request of SOMEA, a brief presentation by SOMEA at the annual orientation program for new teachers.
- I. The Superintendent is available to all personnel "upon request and reasonable notice" after usual channels have been pursued.



TEACHER WORK YEAR  
TEACHER HOURS AND TEACHER LOAD  
NON-TEACHING DUTIES

SOMEA and the Board agree to defer negotiations on these items. Any future substantial changes in rules in regard to these items will be dealt with in a manner consistent with the provisions of Chapter 303 of the New Jersey State Public Law. A committee of five SOMEA members and five Board representatives will meet beginning no later than February 15, 1970, to study those items listed above. Copies of the results of that study are to be presented to the negotiating teams no later than May 15, 1970, for negotiations for the 1971-72 contract discussions.

It is further agreed that SOMEA will encourage all staff members to continue their traditional participation in ongoing activities such as staff meetings, committee work, and extra-curricula involvements substantially as in the past.

SABBATICAL LEAVE

- A. Any teacher who has completed seven or more years of continuous, full-time service in the South Orange-Maplewood Public Schools may be granted a leave of absence of one or two semesters for study or travel. After each subsequent period of seven or more years of service, a further leave for study or travel may be granted.
- B. As a condition to such leave the teacher shall enter into a contract to continue in the service of the South Orange-Maplewood Public Schools for a period of at least two years after the expiration of the leave of absence. Failing to continue in service, the teacher shall repay to the Board of Education of South Orange and Maplewood a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years of service bears to the full two years, unless the teacher is incapacitated or has been discharged.
- C. The salary granted to a teacher on sabbatical leave for study shall be 70% of the salary to which he would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be 50% of that salary to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension and Annuity Fund. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.
- D. "Study" shall mean full-time study involving course work of at least twelve credit hours per semester or nine credits per trimester at the graduate level. Comparable programs of study authorized by scholarly foundations, completing doctoral program at an accredited university, or government grant programs shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum and also fills an obvious gap in the teacher's background, this may be included up to a maximum of six credits per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent. In the event of failure to successfully complete any part of all of the program, it will be incumbent on the employee to complete the same or equivalent courses on his own time at his own expense within two years. If failure to complete the program results from long-term illness, the employee will not be required to complete the program. In the event that the employee can no longer carry out the sabbatical leave program as approved, he will promptly advise the Superintendent of Schools and will be eligible for appropriate reassignment for the remaining leave period.
- E. Applications for such leave shall be made to the Superintendent's Office prior to February 1 preceding the school year for which such absence is requested. Such application shall be made upon a regular application form furnished by that office. Immediately after February 1, the Superintendent will forward all such applications to the Sabbatical Review Committee for its considerations and recommendations.

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- F. Not more than two per cent of the personnel covered by this contract shall be granted sabbatical leave in any one school year. The leave positions available shall be distributed as evenly as possible among the three groups: elementary schools, junior high schools, and the high school.
- G. Recommendations of those to be granted sabbatical leaves will be made by a Sabbatical Review Committee. This committee will be composed of six teachers (two each from elementary schools, junior high schools, and senior high school) appointed by the President of the Association.
1. The Review Committee shall select and make its recommendations to the Superintendent on the basis of the following criteria:
    - a. benefit to the school system (the more directly related these benefits are to the curriculum or to possible new curricula, the more acceptable).
    - b. previous leaves by the employee (preference will be given to those who have not had a sabbatical leave).
  2. The report of the Sabbatical Review Committee to the Superintendent may,
    - a. recommend granting leave, or
    - b. reject with reasons
  3. Members of the Review Committee shall serve two-year terms.
  4. The Chairman of the Review Committee shall be appointed by the President of SOMEA.
  5. The Review Committee may interview the candidate or ask for clarifying data as needed.
  6. The Review Committee shall consult with persons of special competence in the areas under consideration for sabbatical leave. However, the final decisions shall be those of the members of the Review Committee only.
  7. The Sabbatical Review Committee will make its recommendations to the Superintendent by March 15. The Board of Education will make its decisions known to the applicants by April 15.
- H. Teachers on such leave may not receive compensation from any person, persons, or organization during the school year, unless the Board of Education and Superintendent approve such compensation as beneficial to the school system and only then upon conditions prescribed by them.

- I. Teachers on leave shall make regular written reports to the Superintendent as he may require.
- J. Teachers on such leave shall be considered as in the employ of the Board of Education of South Orange and Maplewood, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustment.
- K. Such leaves of absence shall be without prejudice to the teacher's tenure rights.
- L. Certified employees requesting a professional leave for study must show evidence satisfactory to the Superintendent that they have applied for a grant.

If the combined grant and 70% of contractual salary for the period of leave exceed 100% of contractual salary, the actual salary to be paid by the Board will be reduced by the amount of the excess.

## HEALTH INSURANCE

The Board agrees to pay full cost of the premium for health insurance coverage for all employees and their immediate families (spouse and eligible children) of all employees covered by this agreement. The insurance coverage and service to be included shall be equal to or better than, but may not be less than the current coverage as listed below:

Hospital Service Plan of New Jersey	- Blue Cross	) Comprehensive Group
Medical Surgical Plan of New Jersey	- Blue Shield	
Blue Cross and Blue Shield Extended Benefits - Rider "J"		) Plan
Connecticut General Medical Catastrophe Plan	- Major Medical	

## SICK LEAVE

Full-time employees absent for personal illness may receive full salary during absence not exceeding a total of one month in any given school year. In every case where more than the minimum of one month's absence per year is involved additional time may be allowed by the Board within the limits set upon recommendation of the Superintendent and the appropriate Committee of the Board after considering the employee's previous record and the nature and circumstances of the illness.

## A. Ten-month Employees

1. Upon approval of the Superintendent an employee may be paid for 20 days' absence in any academic year.
2. Dependent upon length of service, an additional allowance may be approved in any academic year to provide the total allowance shown below:

For those employed less than  
2 years.....2 months or 40 days

For those employed 2 years  
and less than 5 years.....3 months or 60 days

For those employed 5 years  
and less than 10 years.....4 months or 80 days

For those employed 10 years  
or more.....5 months or 100 days

B. Twelve-month Employees

- 1. Upon approval of the Superintendent an employee may be paid for 22 days' absence in any school year.
- 2. Dependent upon length of service, an additional allowance may be approved in any school fiscal year to provide the total allowance shown below:

For those employed less than 2 years.....2 months or 44 days

For those employed 2 years and less than 5 years.....3 months or 66 days

For those employed 5 years and less than 10 years.....4 months or 88 days

For those employed 10 years or more.....6 months or 132 days

- 3. If in any given case the mandatory, cumulative sick leave provisions of the State law exceed these allowances, the mandatory allowance shall be approved.

C. Notes

- 1. The determination of 20 days as a month for ten-month employees is based upon the State regulation that a teacher shall be paid in equal installments and that unless otherwise specified "a month shall be construed and taken to be twenty school days or four weeks of five school days each."
- 2. The determination of 22 days as a month for twelve-month employees is based upon the "usual" working days in a calendar month.
- 3. In figuring absences the following method is followed:  
On short-term or occasional absences a total of 20 or 22 working days, dependent upon the classification of the employee, is considered the equivalent of a month.  
On long-term consecutive absences the actual calendar months are counted.

TEACHER EMPLOYMENT

Initial Employment

1. Teachers employed must hold, or be eligible for, a New Jersey Certificate to teach.
2. A new staff member may be granted full credit for as much as twelve years of experience gained in other school systems for placement within his appropriate training level classification. If full credit for all years of experience is not recognized in his initial appointment, he will later be fully adjusted to the salary guide in terms of his qualifications by such increases in salary as may be recommended by the Superintendent and as may be approved by the Board of Education.
3. Teaching activity of seven months or more under regular appointment in any one school year shall be considered as one year of experience. Night school and summer school teaching shall not count as added experience.
4. Continuous substitute teaching in one assignment for three months or more will be credited as teaching experience. Such substitute teaching shall be cumulative, ten months of teaching counting as one year's experience.
5. Service in the armed forces may be evaluated as equivalent to teaching experience except that no more than four years' credit may be granted for such military experience.
6. It is the responsibility of the Superintendent or his representative to evaluate the qualifications of personnel for the purpose of this guide. In general, courses and programs of study completed in accredited colleges, universities, and teacher-training institutions prior to employment in this school system will be accepted at face value upon the individual's filing with the Superintendent an official transcript from the institution in which the work was completed.

Advancement

7. Programs of study for purposes of advanced classification in terms of this guide must be approved in advance by the Superintendent or his representative.
8. College courses taken by staff members, after initial employment, for advancement on the salary guide, must be at the graduate level, except that a maximum of six undergraduate credits may be approved for courses taken at the request of the administration or for courses taken to meet certification requirements.
9. A teacher who, because of additional training or study, qualifies for placement within a higher classification of the guide may be considered for appropriate adjustment in his contractual salary for the then current year retroactive to September 1st and February 1st provided transcripts and evidence of work completed are filed with the Superintendent by October 1st and March 1st respectively of that school year. This placement will involve transfer to that step in such higher classification which corresponds to the step to which he had advanced in the lower classification. The teacher will thereafter be considered for annual increases in salary to the maximum provided by the higher classification.

10. A staff member must have secured a bachelor's degree before he may be considered eligible for advancement to the five- and six-year training levels.
11. Advanced credit beyond the bachelor's degree level will not be allowed for courses taken prior to the securing of a bachelor's degree except for non-degree staff members employed in this school system as of February 15, 1954.
12. Credit for auditing a course may be accepted at one-half the regular course credit upon the staff member's filing with the Superintendent an attendance certificate and such satisfactory evidence of professional growth as the Superintendent may require. Approval in advance must be obtained from the Superintendent by a staff member now employed in the system who wishes credit for such work.
13. Certain activities of staff members may be considered as equivalents for graduate study in accordance with the following policies:
  - a. Activities offered by a staff member as equivalents for graduate study must have demonstrated value in the professional improvement of the staff member. That is, the test of the worth of such activities will be whether or not through enrichment of the background, knowledge, and skills of the staff member there can be expected improved services from him in his assigned responsibilities in this school system.
  - b. Equivalents may be offered for credit for placement on the salary guide only at the five- and six-year training levels.
  - c. A maximum of eight semester hours' credit may be allowed for equivalents at each of the five- and six-year training levels.
  - d. A staff member must apply in advance to the Superintendent for tentative approval of any activity which he expects to offer for credit as an equivalent. Such application must give full details as to the nature of the proposed activity and must show how the staff member thinks this activity will result in his professional improvement and will enhance his value to the school system.
  - e. Upon completion of the activity being offered as an equivalent, the staff member must submit to the Superintendent for evaluation a report with such supporting data as may be required to obtain final approval thereon by the Superintendent.
  - f. Activities of staff members which may be considered as equivalents in working toward either the fifth or sixth year training level are:
    1. Educational travel up to a maximum of eight semester hours of credit, each week of travel being evaluated for not more than one semester hour of credit.
    2. Work experience directly contributory to professional growth and efficiency up to a maximum of eight semester hours of credit, each two weeks of work experience being evaluated for not more than one semester hour of credit. Such work experience must be confined to the summer vacation months.



## TEACHER ASSIGNMENT

1. Except in short term emergency situations, approvable by State authorities, teachers shall not be assigned to teach subjects for which they are not certificated.
2. Teachers will be notified of their yearly assignments by June 15th, if it is practicable. Changes in assignment which have been established will not be undertaken without explanation to the teachers concerned. To the extent that it is possible to do so, assignment changes will be made with the affected teachers' consent.

## VOLUNTARY TRANSFERS AND REASSIGNMENTS

Teachers who desire a change in assignment or transfer to another building, shall notify their building principal in writing. A copy of such notification will be forwarded to the teacher's immediate supervisor and to the office of the Director of Personnel, respectively. Such requests will be granted when they are in the best interest of the school district.

## INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Transfers or reassignments of teachers will, as far as practicable be as a result of joint agreement of teacher and supervisor/principal that the transfer or reassignment is to the best interest of the School District.
2. Any teacher who objects to an involuntary transfer or reassignment will have recourse to the usual administrative channels to make known his concerns.
3. Except as a result of administrative action, consistent with provisions of law, staff members will not be subjected involuntarily to transfers or reassignments which would result in reduction in rank and/or compensation.
4. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the South Orange-Maplewood School District, length of service in the particular school building, and other relevant factors shall be considered in determining which teacher is to be transferred or reassigned.

### PROMOTIONS

1. Announcements of vacancies concerning positions that provide remuneration beyond that provided by the teachers' salary guide shall be posted in all local schools before the vacancies are filled.
2. Notice of vacancies will be delivered to each building the same day for posting.
3. The deadline for applying for such vacancies shall be posted but in no case shall the deadline be earlier than the twelfth school day after posting.
4. Posting shall include a job description and a statement of the qualifications necessary for filling the position as approved by the Superintendent of Schools or his representative.
5. Vacancies covered by this policy which occur after the fifth day before the closing of school will be announced in the local newspaper, posted in the Board Office, and made known by letter to the President of SOMEA.

### TEACHER FACILITIES

1. To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will aim to provide proper facilities for teachers such as the following:
 

Storage space for materials and supplies; teacher work areas; faculty room; private pay telephone with costs to be borne by teachers; desk, chair, and filing cabinet if appropriate to the position; intercommunication system between classrooms and school office; staff rest room; dining facilities where teachers may eat lunch; parking facilities; storage for personal articles and clothes; textbooks; chalkboards; paper; pencils; chalk; and erasers.
2. It is the intent of the Board to provide for those teachers who require certain articles of special clothing to perform their necessary function within our district, and to evaluate the recommendation of the Department chairman in those instances where certain articles of special clothing may be required and are implied as a budgetary item. These recommendations will be carefully considered and the Board will assume the basic expense within this framework. These areas include: Physical Education, Art, Industrial Arts, Science Lab teachers.
3. The Board will continue to maintain an appropriate telephone answering service to make possible the reporting by teachers of the need to be absent from duty.
4. Teachers who find it necessary to enter or remain in school buildings after custodial hours will make such need known to the immediate supervisor or building principal who will make the necessary arrangements, if possible.

DISTRICT POLICY COUNCIL & TEACHER-ADMINISTRATION LIAISON

SOMEA and the Board agree to defer action on these items. A study commission of six representatives of SOMEA and six representatives from the Board will be established to consider ways in which the cooperative involvement of all staff members and the Board may be sustained and strengthened to the end that the educational programs of our schools may be constantly improved and kept correct.

The commission will make recommendations to the staff, Superintendent and Board by May 15, 1970.

TEMPORARY LEAVES OF ABSENCE

A. Illness in Family

An employee shall be allowed full pay for absence of three days for illness in the immediate family. In case of critical illness an additional two days may be allowed by the Superintendent or his representative. In maternity cases this provision shall allow an employee to transport his wife to or from the hospital at the time of delivery (In all cases where the employee desires to apply for the additional two days, requests should be made to the Superintendent or his representative either by telephone or by telegram in advance as outlined below in D-5 if time permits.) No allowance may be made for an employee's absence because of the illness of persons other than those in the immediate family.

B. Death in the Family

An employee shall be allowed three days' absence with full pay in case of death in the immediate family. In the event of death of spouse, five days' absence with full pay will be allowed. In case of any death in the immediate family, an additional two days with full pay may be allowed by the Superintendent or his representative. (In all cases where the employee desires to apply for the additional two days, requests should be made to the Superintendent or his representative either by telephone or by telegram in advance as outlined below in D-5 if time permits.) In case of the death of a relative not in the immediate family an employee shall be allowed one day's absence with full pay.

C. Weddings

An employee shall be allowed one day's absence with full pay to attend a wedding in the immediate family, including his own.

D. Personal Business

Absences for personal business shall be allowed only by permission of the Superintendent or his representative. Application for approval of each such absence must be made in advance, or as soon as practical in an emergency, and must be submitted as outlined in No. 5 below except when an emergency situation may justify direct application to the Superintendent or his representative. Absence with salary may be approved by the Superintendent or his representative upon receipt of a written statement from the applicant that his absence from duty is necessary for the health and/or welfare of self or family. If such statement is made available, the applicant need not submit a specific explanation of the reason for his/her proposed absence.

- 1. A maximum of three days' absence may be approved\* annually for absences for appropriate, essential personal matters that cannot be cared for during non-working time. The essential nature of the reason for such absence and evidence that working time is required must be clear and beyond question.

\*Approval may fall into two categories:

a. Approved with full pay

Among the reasons which may be considered valid if they meet the requirements of No. 1 above are religious observances, certain court appearances, important business transactions, impassable roads, death of a close friend, college graduation of self and certain close relatives.

- b. Approved with deduction of substitute teacher's pay  
Among the reasons which may be considered valid are visiting colleges with son or daughter, taking son or daughter to college, and ship or airport departure or arrival of close relative.
- 2. Among the reasons which are not considered valid are attendance at class reunions, weddings not in the immediate family, and other social functions of a non-essential nature.
- 3. Absences other than approvable emergencies which have not been authorized in advance will result in loss of pay.
- 4. A request for absence for personal business shall be submitted in writing to the building principal who shall transmit it with his recommendation to the Superintendent or his representative.

5. Administration of Policy  
In the administration of Section V, parts A, B, C, and D, the following may be allowed by the Superintendent or his representative upon request by employee:

- If an employee presents an approvable request for absence for "personal business"; and
  - If at that point the employee has exhausted the 3-day allowance for "personal business"; and
  - If the employee has been granted fewer than 10 days' total leave under the provisions of A, B, and C; then,
- The "personal business" request may be approved except that:
- 1. No more than 3 days a year will be allowed for religious holidays, and,
  - 2. No more than 1 day will be allowed for the death of each close friend or a college graduation of self or certain close relatives.

E. Travel to and from Summer School  
At the discretion of the Superintendent or his representative an employee may be granted up to two days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

F. School Business  
Permission may be granted by the Superintendent or his representative for teachers to visit schools without loss of pay. Ordinarily each teacher is entitled to one visiting day each year. Absences authorized by the Board of Education for teachers to attend meetings or conventions concerning school business shall be without loss of pay unless otherwise specifically designated.

G. Payment of Salary for Absence Related to Storm Conditions

- 1. When school is open staff should be present if possible.
- 2. Each of us has an obligation to try to plan in such a way that we may be on the job in spite of storm conditions. Usual procedures may not work under unusual circumstances.

- 3. The payment for "personal business" policy does not automatically provide salary for absence related to travel difficulties. Salary will not be paid unless the employee has made every reasonable effort to be present and failed. It will be deemed significant if one employee from a given area is present and another is not. Employees who have a considerable distance to travel to their assigned schools cannot expect this to be justification for non-attendance. Place of residence is a matter of choice of the employee.
- 4. Whenever salary is paid because of absence due to travel conditions such payment will be charged against the maximum available three days annually for "personal business".
- 5. Whenever an employee is absent because of emergency reasons the reason for such absence must be documented in writing in a letter to the Superintendent or his representative through the building principal. The building principal will recommend payment or non-payment of salary in forwarding the statement. Salary will be paid or withheld on the basis of this recommendation and the points stated above.

H. Attendance at Professional Meetings  
 Such activity will be encouraged for the potential benefits available in conferring with fellow professionals in matters leading to in-service growth. Attendance will be approved by the Board upon recommendation of the Superintendent or his representative based upon administrative rules.

I. Temporary Military Leave  
 Time off will be granted for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular salary less military pay.

J. Leaves taken Pursuant to Section A-I  
 Such leaves, when granted, shall be in addition to any sick leave to which the teacher is entitled.

Revised 11/20/69

## EXTENDED LEAVES OF ABSENCE

A. LEAVE FOR SOMEA MEMBER

No less than a one-academic-year leave of absence without pay may be granted to one employee designated by the Association.

B. LEAVES OF ABSENCE FOR MATERNITY AND ADOPTION OF CHILDREN

1. Any woman employee of the South Orange-Maplewood schools, who shall marry while in service shall report immediately such fact with the name of her husband to the Board of Education.
2. As soon as any married woman employee shall become aware of her pregnancy, she shall apply at once for a leave of absence, and such married woman shall accept a leave of absence as provided in these regulations, when granted by the Board of Education.
3. The Superintendent or his representative shall forward a copy of these regulations to all women employees, and shall attach a copy to the initial contract of each new woman teacher or other employee.
4. A maternity leave of absence shall begin not less than four months before the approximate date of the expected confinement except when the school physician, the principal and the Superintendent or his representative agree that the employee applying may stay on the job for a longer period of time. The leave of absence shall continue for at least one year from the time of initial absence and as much longer as may be necessary to extend the period to the opening of the next semester. Upon termination of such leave the teacher may resume work in this school system. If deemed necessary by the school administration a teacher may be examined by our school physician to determine if she is in satisfactory physical and emotional condition.
5. In the event of still birth or death of the child, and upon certification of the physician of the teacher and the school physician, the teacher may be considered for re-employment at an earlier date than is stipulated in #4 above, except that she will not replace a substitute, if any, who may have been employed to replace her while on leave.
6. Any female teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
7. Failure on the part of any married woman employee to comply with the requirements of these regulations shall be deemed neglect of duty.
8. Nothing in these regulations shall be construed as obliging the Board of Education to grant leaves of absence to married woman employees who are not on tenure.

C. LEAVES OF ABSENCE TO JOIN THE PEACE CORPS, VISTA, NATIONAL TEACHER CORPS OR SERVE AS AN EXCHANGE TEACHER

A leave of absence without pay of up to one year may be granted to any tenure teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher. Upon return, this teacher will be credited for one year's service in South Orange-Maplewood, if he has shown teaching experience in the above programs.

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

The Board agrees to provide those protections which are prescribed in the Educational Law 18A, in order to make every reasonable effort to provide for the safety of teachers, students and property.

PERSONAL AND ACADEMIC FREEDOM

The consideration of controversial questions has a legitimate place in the work of the public schools.

Sooner or later young people must meet and face such questions. It is important that they have experience with such questions under circumstances which promote consideration of all pertinent factors.

School treatment of such questions should not only promote fair and many-sided study of those questions; it should also help the student develop techniques for considering controversial questions -- techniques which he will habitually use in later life.

The handling of a controversial question in school should be free from the assumption that there is one correct answer which should emerge from the discussion and be taught authoritatively to the student.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board will continue to seek the cooperation of teachers in arranging in-service courses, work shops, and programs designed to improve the quality of instruction.



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## SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the schedule which is attached hereto and made a part hereof.
- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
3. Teachers shall receive their final checks and the pay schedule for the following year on the last day of teacher attendance in June.
4. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June.
- C. Administrative Interns

The salary differential for this position on a ten-month basis shall be \$1500 for full-time or \$750 for half-time.

SALARY GUIDE 1970-71

<u>Step</u>	<u>4 Year Training Level</u>	<u>5 Year Training Level</u>	<u>6 Year Training Level</u>
1	8000	8600	9200
2	8300	8900	9500
3	8600	9200	9800
4	8900	9500	10100
5	9200	9800	10400
6	9500	10100	10700
7	9800	10400	11100
8	10200	10800	11500
9	10500	11200	11900
10	10800	11500	12300
11	11200	11900	12700
12	11500	12200	13000
13	11900	12600	13500
14	12400	13100	14000
15	12900	13500	14400
16		13900	14800
17		14300	15200
18			15600

## EXTRA PAY SALARY GUIDE

Revised 11/20 '69

This guide is based on the concept that those staff members whose classroom teaching assignments have been reduced because of their involvement in certain pupil activities which take place before or after the regularly scheduled school day for pupils will be given the option of continuing with their released time or receiving the stipend as noted below.\* Those staff members who are sponsoring any activity listed below for the first time will receive the stipend listed in the first column. Second year sponsors will receive the stipend listed in the second column and third year sponsors will receive the stipend listed in the third column.

ACTIVITY	Position	1st Year	2nd Year	3rd Year
Football	Head Coach	\$ 1,100	\$ 1,200	\$ 1,300
	Varsity Assistants	600	700	800
	Sophomore Assistants	500	600	700
Soccer	Head Coach	600	700	800
	Assistants	400	500	600
Cross Country	Head Coach	300	400	500
Basketball	Head Coach	800	900	1,000
	Assistants	400	500	600
Swimming	Head Coach	600	700	800
Wrestling	Head Coach	600	700	800
	Assistants	300	400	500
Baseball	Head Coach	600	700	800
	Assistants	300	400	500
Track	Head Coach	600	700	800
	Assistants	300	400	500
Tennis	Head Coach	300	400	500
High School Intra-murals	(per season)	150	200	250
High School Drama		400	500	600
Publications		400	500	600
Cheerleading		100	200	300
Twirling		100	100	100
G.A.A. Sponsor		100	200	300
Football Bus. Manager		100	100	100
Band Director		300	400	500
Golf		100	200	300

\* This decision will be made on or before March 1, 1970, after consulting with building principal.