

AGREEMENT

between

THE WEST ORANGE BOARD OF EDUCATION

and

THE WEST ORANGE EDUCATION ASSOCIATION

2004 – 2007

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PREAMBLE

This agreement entered into this st day of September, 2005 between the Board of Education of the Township of West Orange, in the County of Essex, New Jersey, hereinafter called the "Board", and the West Orange Education Association, hereinafter called the "Association", shall cover the period of July 1, 2004 through June 30, 2007.

WITNESSETH

WHEREAS, the Board and the Association have carried on negotiations in order to implement the provisions of N.J.S. 34:13A-1 et seq. (New Jersey Employer-Employee Relations Act) and to encourage and increase the effective and harmonious working relationship between the parties hereof, and;

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive representative in accordance with N.J.S. 34:13A-1 et seq., for the appropriate unit of certificated personnel:

1. All Teachers, Nurses, Guidance Counselors, Librarians, Social Workers, Learning Disability Teacher-Consultants, Psychologists, Learning Resource Teachers, Basic Skills Teachers and E.S.L. Teachers.

a. All non-contract personnel employed on a summer work basis are specifically excluded from the unit in such capacity.

b. All non-contract personnel employed on a per diem or hourly basis are specifically excluded from the unit.

c. All teachers or other personnel in Paragraph 1 who also hold office, position or employment as director and/or supervisory positions are expressly excluded from the unit.

B. Unless otherwise indicated, the term "teacher", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the

negotiating unit as above defined, and references to male teachers shall include female teachers.

- C. 1. The Board recognizes the Association as the exclusive representative in accordance with N.J.S. 34:13A -1 et seq., for the following office personnel:

Elementary School Secretaries
High School Library Secretaries
Middle School Secretaries
High School Secretaries
Secretaries in Administrative Offices (except as provided below)
Data Center Keypunch- Tabulator Operator Accountant
Salary and Benefits Coordinator
Secretary to Assistant Superintendent
Secretary to Plant Facilities Maintenance Engineer
Secretaries to Director of Student Support Services
Data Base Maintenance Secretary
Secretaries to Transportation Coordinator
District Registrar
High School Attendance Office Manager
Part- Time contracted clerical or secretarial employees regularly employed on at least a half -time basis

Excluding:

All confidential employees, as defined in N.J.S. 34: 13 A-1 et seq.

2. Unless otherwise indicated, the term "secretary" when used hereinafter in the Agreement, shall refer to all office personnel represented by the Association in the negotiating unit as above-defined, and references to female secretaries shall include male secretaries.

- D. The Board recognizes the Association as the exclusive representative for full-time Instructional Assistants

E. The term "employee" when used hereinafter in this Agreement shall refer to all teachers, office personnel and instructional assistants covered by this Agreement as defined in Article I.B. Article I.C.1. and 2, and Article I.D above.

F. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member, in accordance with N.1.S. 34:13 A-1 et seq.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S. 34:13A-1 et seq. and the rules and regulations of the New Jersey Public Employment Relations Commission. The parties agree to commence negotiations on a successor agreement not later than six months before the expiration of this Agreement.
- B. All pertinent public records, data and public information of the West Orange School District shall be available to the Association for inspection during business hours at the office of the Board Secretary. As soon as available the Board shall provide the Association with a complete tentative budget for the next fiscal year.
- C. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
- D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by any teacher, secretary or instructional assistant, or group of teachers, secretaries or instructional assistants or the Association with respect to the interpretation, application or violation of this Agreement, and administrative decisions hereunder, affecting such teacher, secretary or instructional assistant, group of teachers, secretaries or instructional assistant or the Association.
2. A "grievant" is the person or persons making the complaint.

3. The term "Superintendent" shall mean the Superintendent of Schools or his designee.
4. The term "principal" or "immediate supervisor" shall mean the building administrator or department supervisor in the case of all building-based grievances.
5. For the purpose of this procedure, the term "school days" shall be interpreted as days when the Central Administrative Offices are open, except that in cases of employees who normally work the teacher work year, no such day which falls between the last day of school of one school year and the first day of school for teachers of the following school year shall be used to calculate the days in which such employees may file or process any grievance.

B. Procedure

1. Teachers, Secretaries and Instructional Assistants

- a. The procedures set forth hereafter shall not apply to:
 - 1) A complaint of a non-tenured employee which arises by reason of his or her not being re-employed: or
 - 2) A complaint by any employee occasioned by lack of appointment to or lack of retention in any position for which tenure either is not possible or not required;
 - 3) Voluntary and involuntary transfers and reassignments.
- b. A grievance to be considered under this procedure must be initiated by the grievant within twelve (12) school days from the time the grievance arose.
- c.
 - 1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Unless the parties agree otherwise, failure to appeal a decision at any step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
 - 2) It is understood that any grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- d. Any employee who has a grievance shall discuss it first with his/her principal or supervisor in an attempt to resolve the matter informally at that level. The

principal or supervisor shall give a decision within five (5) school days, which decision shall be in writing if the teacher makes a written request therefor.

e. The employee, no later than fifteen (15) school days after receipt of the decision of his/her principal or immediate supervisor, which decision shall state the reasons for the decision may appeal the decision to the Superintendent of Schools. Prior to the submission of this appeal, the employee shall review the grievance with the Association. The appeal to the Superintendent shall be made in writing specifying, where applicable: (a) the nature of the grievance and reference to the provisions of this Agreement which are involved; (b) the nature and extent of any injury, loss or inconvenience; (c) the results of previous discussions; (d) his/her dissatisfaction with decisions previously rendered; and (e) the disposition of the case as recommended by the Association. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed the twelve (12) school days from receipt of the appeal. If, during, his/her attempts to resolve the matter, the Superintendent requests a written statement from the principal or immediate supervisor, the teacher shall receive a copy. The Superintendent shall communicate his decision in writing to the grievant and to the Association.

f. If a decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant and the grievant wishes further review of the grievance, he shall so notify the Association with five (5) school days of the receipt of the decision. If the Association determines that the grievance should be further reviewed, it shall so advise the Superintendent within fifteen (15) school days of the receipt of the Superintendent's decision. The parties shall be bound by the rules and procedures of the American Arbitration Association. The Arbitrator shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement.

The decision of the impartial arbitrator shall be final and binding upon the parties. All hearings, if possible, shall be held in West Orange, New Jersey.

C. Rights of Employees to Representation

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his/her option by the Association or by a representative selected or approved by the Association.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, be notified by the Superintendent that the grievance is in process and shall have the right to be present and present its views at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and the Association shall ensure each grievant the individual freedom from restraint, interference, coercion, discrimination or reprisal in representing his appeal with respect to his/her personal grievances.

D. Right of Association to Process Grievance

The Association may process a grievance affecting it through all levels of the grievance procedure.

E. Time Limits Where Irreparable Harm May Ensur

Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. If adherence to the time limits set forth above will result in a grievance not being processed through all steps of the grievance procedure in time to prevent irreparable harm to a party, the time limits set forth above shall be reduced on request of such party so that the grievance may be completed as soon as practicable.

F. Segregation of Documents

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.

G. Costs

1. Each party will bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator shall be shared equally by the two parties.
3. The Board will make all reasonable efforts to schedule any grievance related proceeding at which a grievant may or must be present at a time not during the grievant's normal work day. In the event that a grievance related proceeding cannot reasonably be scheduled outside of the grievant's normal work day, the time lost by a grievant due to the proceedings must either be without pay or charged to personal time.

H. Miscellaneous

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to those grievances which may from time to time arise. Both parties agree that the proceedings provided for above will be kept as informal and confidential as may be appropriate at all levels of the procedure.

ARTICLE IV

EMPLOYEES' RIGHTS

A. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reason for such meeting or interview and shall be entitled to have the Association and/ or a person of his/her own choosing present to advise him/her and represent him/her during such meeting or interview.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person shall be communicated to the teacher as soon as practicable and, in any event, within two (2) school days. Any complaint which does or may influence the evaluation of a teacher shall be processed as follows:

1. The principal or immediate supervisor shall meet with the teacher to apprise the teacher of the source and nature of the complaint.
2. Upon communication of the complaint to the teacher, the teacher may request a conference with the complainant, and, if the complainant is willing to attend such a conference, one shall be scheduled by the administrator involved. The teacher, at such conference, shall be given full opportunity to respond to the complaint.

E. No material derogatory to a teacher's conduct, service, character, or personality, and no written memorandum relating to a complaint against any teacher or the resolution thereof, shall be placed in a teacher's personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that

such signature in no way indicated agreement with the contents thereof. The teacher shall also have the right to submit a written answer to be attached to such material.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. 1. a. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign in" roster.

b. Each teacher shall report for duty each morning no later than ten (10) minutes before the opening of school. On each day of the week, excepting Fridays or on days preceding holidays or vacations, teachers shall remain thirty (30) minutes after the last class scheduled for that school each afternoon. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the last class scheduled for that school for the day.

The foregoing time limits shall be subject to extension as may be reasonably necessary for the purpose of attending staff meetings, providing help for students and in cases of emergency. Teachers will be required to attend a total of not more than one full faculty meeting and one full department meeting per month, except in cases of emergency.

c. Individual teachers may be assigned to begin teaching one academic period earlier and leave one academic period earlier or to start one academic period later and leave one academic period later where the instructional program or scheduling flexibility require. Teachers who begin one academic period earlier shall not be required to remain after the end of their scheduled day for after-school meetings.

d. On the final day of the school year, following the dismissal of pupils (provided that the last day of pupil attendance is also the last day for teachers), each teacher will be excused and receive his final paycheck when he/she has met all the requirements of the building principal related to the annual closing of schools procedure.

e. The school day and year set forth herein shall apply to all teachers employed by the board, including those on special assignments, such as Guidance Counselors, HAP Teachers, High School Media Specialists, Technology Teachers, Librarians, Nurses, Special Education Coordinators, Transition Coordinators, Child Study Team Members and any other non-classroom teachers. For the stipends set forth in this contract, all current standards with respect to other and further assignments for teachers shall be maintained.

2. a. Under an eight period schedule, teachers assigned five teaching periods at the high school level shall have one preparation period and two supervisory periods. Teachers who are assigned cafeteria, in-school suspension or study hall supervision may only

be assigned a curriculum period as their second supervisory assignment. Teachers assigned six teaching periods or five teaching periods and one tutoring period at the high school level shall have two preparation periods.

Any High School teacher assigned to the Attendance Appeals Committee as a duty shall be assigned to a different duty during the first semester. In the event of an Attendance Appeal during the first semester, on the date of such Appeal, the teacher shall have no other duty. During the second semester, teachers assigned to the Attendance Appeals Committee shall have no other duty. Such teachers shall be required to attend Appeals Hearings and/or meetings that may extend beyond the regular teacher workday, and no monetary compensation will be paid for the extended days when Appeals are heard and determined.

In the place of a supervisory period, teachers may be assigned to do curriculum work related to their Professional Improvement Plan; building, departmental or district objectives; and/or other assignments related to the development or revision of curriculum. Teachers assigned tutoring shall have a maximum of five students.

b. The daily teaching load of teachers shall be as follows:

(i)ELEMENTARY SCHOOLS.

Regular classroom teachers shall have preparation periods at all times when the class is being taught by a special subject/related arts teacher. All elementary school teachers shall be entitled to a 45 minute duty free lunch period each day. In addition, the Board will make reasonable efforts to provide all teachers a minimum of 30 minutes per day of personal preparation time.

Guaranteed preparation time for classroom teachers shall include, but not be limited to, Health, Physical Education, Art, Music, Instrumental and Vocal Music, Glee Club and any other subject for which other certificated personnel are assigned primary teaching responsibilities. Notwithstanding the foregoing, in the case of World Languages, preparation time shall be granted to teachers at the reasonable discretion of the building Principal and Supervisor, and any decision in this regard shall not be subject to the grievance procedure unless the decision is arbitrary and capricious.

Librarians in the Elementary Schools shall have one morning per week set aside for administrative duties.

In the event of an emergency resulting in the nurse being called out of a health class for part of a period and a regular classroom teacher providing coverage for the remainder of the period, if such coverage is for more than one-half (1/2) of the period, the coverage shall be paid

pursuant to Article V A.5., if such emergency coverage is for less than one-half (1/2) of the period, it shall be uncompensated.

- (ii) **MIDDLE SCHOOLS.** In the middle schools, the regular load of a core curriculum teacher (English, Language Arts, Math, Reading, Science, Social Studies and World Language) shall consist of not more than five classes and a maximum of three courses, plus one team planning period and one Advisory period as a supervisory duty. A core curriculum teacher holding a non-elementary endorsed license shall be assigned to teach in not more than two subject areas. A core curriculum teacher holding an elementary endorsed license shall be assigned to teach in not more than three subject areas. The regular load of a non-core curriculum teacher shall consist of not more than either (a) five instructional periods with a maximum of three courses and a duty assignment or (b) six instructional periods with a maximum of three courses and no other duty. (Example: As a maximum, a core curriculum teacher with a non-elementary license may be assigned two periods of regular English six, one period of top English six and two periods of regular Social Studies six, plus advisory and a team meeting. This load would consist of five classes in three courses, in no more than two subject areas.)

- (iii) **HIGH SCHOOL.** In the high school, the regular load of a core curriculum teacher (as defined in section (ii) above) shall consist of not more than five instructional periods with a maximum of three courses and two supervisory duties. The regular load of a non-core curriculum teacher shall consist of not more than either (a) five instructional periods with a maximum of three courses and a duty assignment or (b) six instructional periods with a maximum of three courses and no other duty. No high school teacher shall be assigned to teach in more than two subject areas. (Example: A teacher may be assigned to teach two sections of Math and three of Science, but may not be assigned to teach two sections of Math, two sections of Science and one section of History.)

- (iv) **ADDITIONAL TEACHING LOAD – MIDDLE AND HIGH SCHOOLS**
 - a. In the event that the needs of the district are such that it is necessary for a teacher's assignment to exceed the regular workload as defined above, the affected teachers shall be compensated with either additional preparation time, monetary compensation or both, and compensation for each day a teacher's assignment exceeds the regular workload shall be made according to the following chart and formula. Notwithstanding any other provisions in this agreement, including but

not limited to the inclusion of appropriate provisions in the following chart, no teacher shall be compelled to teach in excess of six classes per day. Any such excessive assignments shall be strictly voluntary. Refusal of any teacher to accept such assignment shall not be deemed to be insubordination and shall not be the basis for any negative actions on the part of the Board or Administration, including the placement of negative information in the teacher's personnel records.

KEY TO CHART

1. Number of classes taught per day/maximum number of different courses.
2. Additional salary to be paid if (a) additional preparation period is provided and (b) no duties are assigned. (On assignment of 7 classes, no additional preparation period is possible. On assignment of 8 classes, no preparation period is possible.)
3. Additional salary to be paid if (a) no additional preparation period is provided and (b) a duty is assigned. (On assignment of 7 classes, no additional preparation period is possible. On assignment of 8 classes, no duty period is possible. All assignments of 8 classes shall be placed in column 3.)

Additional salary for each day of excess workload is to be calculated according to the following formula:

$$(\text{teacher's annual salary}) \times 1/185 \times (\text{appropriate fraction from chart})$$

1.	2.	3.
5/4	None	1/6
5/5	1/6	1/3
6/1, 2 or 3	None	1/6
6/4	1/6	1/3
6/5	1/3	1/2
6/6	1/2	2/3
7/1, 2 or 3	1/6	1/3
7/4	1/3	1/2
7/5	1/2	2/3
7/6	2/3	5/6
7/7	5/6	1
8/1, 2 or 3	N/A	1/2
8/4	N/A	2/3
8/5	N/A	5/6
8/6	N/A	1
8/7	N/A	7/6
8/8	N/A	4/3

- b. Courses shall be defined, for this and all sections of this Agreement, as class assignments with different course numbers. Courses taught simultaneously by one teacher during one period shall *not* be considered different courses for the purposes of determining additional compensation under this section of the agreement. Notwithstanding the foregoing, for determining whether additional compensation shall be paid due to excess workload, the following shall *not* be considered to be different courses: 1. Foods for Fitness A and B; 2. Multicultural Foods A and B; 3. Photography and Advanced Photography; 4. Technical Drawing 1 and 2; 5. Home Maintenance and Residential Construction; 6. Interior Design A and B; 7. Fashion Clothing A and B; 8. Mach. Woodworking and Adv. Mach. Woodworking, provided that no teacher is assigned more than one pair of such courses during one semester. In the event that a teacher is assigned more than one pair of such courses during a semester, the first pair shall be considered a single course, and every course beyond that shall be considered a separate course, even if it would otherwise be grouped with another course under this paragraph. (Example: In one semester, a teacher may be assigned to teach Multicultural Foods A and B, Foods for Fitness A, and Child Development, and such assignment shall be deemed to consist of three courses. If, however, a teacher is assigned to teach Multicultural Foods A and B, Foods for Fitness A and B, and Child Development, only the Multicultural Foods courses will be considered as one course, and the teacher will then be deemed to be teaching four courses and will be entitled to additional compensation as set forth above.)
- c. As per current practice, in Special Education, teachers shall not be compensated for additional work load based on an excess number of subjects or courses taught. However, Special Education teachers are to be compensated in the same manner as regular education teachers with respect to the number of classes to be taught/number of preparation periods to which the teacher is entitled. (Example: A Special Education teacher who teaches six class periods per day shall be entitled to a second daily preparation period and shall not be assigned a duty. In the event a duty is assigned, the teacher shall be entitled to monetary compensation identical to that received by a regular education teacher who teaches six classes and three courses and is assigned a duty.)
- d. If three or more members of a department are assigned more than the regular workload, then any member of that department assigned more than the regular workload shall have the option of taking on a duty assignment.
- e. In general, a High School teacher may be assigned a tutoring assignment as a duty. In the event that a High School teacher who is assigned five classes (with a maximum of three preparations) plus a tutoring period shall not be relieved from duty, and therefore shall not receive two preparation periods per day, such teacher shall be compensated as follows: (A) if there is only one student being tutored, the teacher shall be paid 2/3 the hourly home instruction rate per period taught; and (B) if there are two to five students being tutored, the teacher shall be paid according to Article V.A.2.b.(iv) as if that teacher had been assigned six classes. (See also Article V.A.2.a.)

3. a. Any teacher employed in both a morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods at the school. Such duty-free lunch period shall be not less than thirty (30) minutes, except in a school where the lunch period for students is less than thirty (30) minutes, in which case, the duty free lunch period shall not be less than the lunch period time allowed pupils.

b. Teachers may leave the building for school business during their scheduled preparation periods after first obtaining permission. Teachers may leave the building during their scheduled duty-free lunch periods provided they first sign out. If over 50% of the teachers have signed out, during any lunch period, permission must thereafter be obtained from the principal.

4. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those emergency cases where substitutes are not available, teachers may be used as substitutes during their non-teaching time. The allocations of said assignments shall be reasonable.

In the Middle and High Schools, in no case shall a mandatory coverage assignment result in a teacher having more than seven periods per day of student contact. A teacher who teaches six classes per day may not be compelled to accept more than two coverage assignments per week. If a teacher is requested to provide coverage in excess of the limitations set forth in the two preceding sentences, and the teacher refuses such excess coverage, such refusal shall not be considered insubordination and shall not be the basis for any disciplinary action against the teacher.

The practice of providing coverage by assigning students to a teacher's existing class, thereby adding to that teacher's load by requiring the assumption of additional students, is undesirable and shall be discouraged. In case of emergency, and not more than two times per month, a teacher may be assigned such coverage without compensation. In any case where a teacher provides such coverage in excess of two times per month, the teacher providing same shall be entitled to compensation for each such coverage at the rate specified for coverage in the following section. This provision shall not apply to the assignment of additional students to a study hall.

5. A teacher who is required to teach a class period as a substitute during his/her scheduled preparation period will be compensated for such coverage and loss of the preparation period at the rate of \$30 in 2004-2005; \$32 in 2005-2006; and \$33 in 2006-2007 for each occurrence.

Any teacher used as a substitute during his/her preparation period for five or more consecutive days shall be paid an additional coverage stipend for the fifth and each further day of consecutive coverage.

In addition to the aforementioned, upon the assignment in one school year of the 25th coverage to a teacher, that teacher shall be paid an additional stipend of \$523 in 2004-2005;

\$547 in 2005-2006; and \$570 in 2006-2007 upon the assignment in one school year of the 38th coverage to a teacher, that teacher shall be paid an additional stipend of \$262 in 2004-2005; \$273 in 2005-2006; and \$285 in 2006-2007; upon the assignment in one school year of the 50th coverage to a teacher, that teacher shall be paid an additional stipend of \$262 in 2004-2005; \$274 in 2005-2006; and \$285 in 2006-2007. Teachers providing coverage must submit the appropriate payment vouchers within thirty (30) days of the date services are provided, or the claim to payment will be extinguished.

6. Teachers in the middle school shall receive one (1) daily duty-free lunch period and one (1) daily preparation period.

7. Except where a rate of payment is specified elsewhere in this Agreement, in the event that teachers provide services to the Board during times when school is not in session, they shall be compensated for such services with pay calculated as follows:

$$\text{number of days worked} \times \text{current salary} \times 1/185$$

Teachers providing such services must submit the appropriate payment vouchers within thirty (30) days of the date services are provided, or the claim to payment will be extinguished.

B . Secretaries' and Instructional Assistants Hours of Employment and Work Year

1. Hours of Employment - Secretaries

a. The regular work week for secretaries shall consist of thirty-five (35) hours. It is expected that a secretary will work reasonable overtime when requested to do so.

b. In the event that a secretary works between thirty-five (35) hours and forty (40) hours in a work week, he/she shall be paid for said time at his/her normal rate of pay.

c. In the event that an employee works more than forty (40) hours in any one work week, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her normal rate of pay. For the purpose of computing overtime within a week, the work week will be computed from 12:01 a.m. Sunday to 12:00 p.m. Saturday.

d. The normal work day shall consist of seven (7) working hours with a duty-free one-hour lunch period. The lunch period shall be scheduled by the employee's immediate supervisor . Each secretary shall also be entitled to twenty minutes of break time per day, with such break(s) to be scheduled at the reasonable discretion of each secretary's supervisor.

e. If a part-time employee works additional hours in anyone work week over and above his/her regularly assigned hourly work week, he/she shall be paid at his/her normal rate of pay for all hours worked up to thirty-five (35) hours. The overtime provisions specified above will apply to any hours worked over and above thirty-five (35) in anyone week.

f. When schools are closed for inclement weather, secretaries will not be required to be in attendance.

2. Classifications - Secretaries

For the purpose of the work year, employees are placed in the following classifications:

- I. Secretaries in Elementary Schools
- II. Secretaries in Middle Schools
Secretaries in High School
Secretary in High School Library
- III. Administrative Office Receptionist
High School Attendance Office Manager
Keypunch/Tabulator Operator
- IV. Accountant
Secretaries to Assistant Superintendents
Secretary to Director of Student Support Services
Data Base Maintenance Secretary, Student Support Services
Secretary in Charge of Benefits
Secretaries to District Transportation Coordinator
Secretary to Coordinator of Computer Services
All non-confidential Administrative Office Secretaries
- V. Salary and Benefits Coordinator
District Registrar
Secretary to Plant Facilities Maintenance Engineer

3. Work Year - Secretaries

a. The work year for ten (10) month secretaries in Classification I shall be from September 1 to June 30. In addition, secretaries will report five working days immediately prior to September 1 and be compensated at their daily salary rate of pay. Said employees shall have the vacations and holidays as set forth in the school calendar, plus Labor Day.

b. The work year for twelve (12) month school secretaries in Classification II shall be from July 1 to June 30. Said employees shall be subject to the provisions for earned vacations set forth in this Agreement, in addition to the school vacations and holidays provided in the school calendar, plus July 4 and Labor Day, and any other day the Central Administration Offices are closed for a holiday season.

c. The work year for twelve (12) month secretaries in Classifications III and IV shall be from July 1 to June 30. Said employees shall be subject to the provisions for earned vacations set forth in this Agreement, in addition to the holidays provided for in the Central Office calendar.

d. 1) If a secretarial position is abolished, a non-tenured secretary within the job title and classification of that position will be laid off. If there is no non-tenured secretary, the least senior tenured secretary within the job title and classification will be laid off.

2) A tenured secretary laid off by reason of abolition of position (s) will be placed on a preferred eligible list and will be entitled to recall, in the order of seniority on such list, to any vacancy which shall occur in the job title and classification of the position from which he/she has been laid off within a period of three (3) years.

4. Instructional Assistants' Work Year and Work Day

The work year and the hours of the work day for instructional assistants shall be the same as it is for teachers.

It is understood and agreed that Instructional Assistants may be assigned to monitor the cafeteria in lieu of classroom duty. Each Instructional Assistant shall be entitled to a duty-free lunch break of the same duration as the teachers in the building to which the Instructional Assistant is assigned. Additionally, each Instructional Assistant is entitled either to a duty free 30 minute break during the school day or, if such a break is not afforded, to leave at the end of the regular instructional day (at student dismissal).

ARTICLE VI

COMPENSATION

A. Teachers

1. **Payment of Salaries**

a. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

b. All regular employees shall be paid one-half (1/2) monthly salary on the fifteenth (15th) and the last calendar day of each month under contract except when such day is a non-working day, in which case salary shall be paid on the first preceding working day.

c. Teachers shall receive their final check on the last working day in June.

d. Payment of salary of teachers whose resignation is effective within the first sixty (60) days after the effective date of employment shall be at the rate of 1/200th of the contract salary for the actual days worked.

2. **Summer Payment Plan**

All teachers employed on a ten (10) month basis may elect to participate in a Summer Payment Plan as follows:

a. A Summer Payment Plan is hereby established for all employees who are employed for an academic year in accordance with N.J.S. 18A: 29-3.

b. Any employee desiring to participate must complete the application form adopted as the official application form by the Board.

c. All such applications must be properly completed and submitted to the Secretary/School Business Administrator on or before June 30 of each year. No applications may be submitted subsequent to said date.

d. Any employee's participation in said plan may be terminated at any time upon the execution of the termination agreement attached to the official agreement form.

e. Ten percent (10%) of monthly salary deducted from teacher's pay shall be credited to an interest-bearing account entitled "Board of Education Summer Payment Plan in Trust for Employee," in a financial institution insured by the Federal Government and selected by the Board.

3. **Schedules A**

The salaries of all teachers covered by this Agreement, are set forth in Schedule A, which is attached hereto and made a part hereof.

New hires in special services shall be placed on the Regular Teachers' Salary Guide in Schedule A and such new hires shall work the teachers' work day.

4. **Operation and Administration of the Salary Guides**

a. Increases on all guides shall be based on meritorious service. Favorable reports by the Superintendent of Schools and those charged with supervisory responsibility and approved by the Board of Education are a prerequisite to the granting of all increases in salary. There shall be no automatic increments or increase in salary.

b. If an employee is rated unsatisfactory during the school year, progress on the guide shall be withheld for the following year. When the employee is again rated satisfactory,

such employee shall be returned to that step on the guide corresponding to the years of service rendered in West Orange.

c. Four (4) years of training shall be evidenced by a Bachelor's Degree.

d. To qualify for placement on the BA + 16 column, the teacher must evidence 16 semester hours of approved graduate work beyond the Bachelor's degree in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent of Schools.

e. Five (5) years of training shall be evidenced by a Master's Degree, or thirty-two (32) semester hours of approved graduate work beyond a Bachelor's degree in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent of Schools.

f. Six (6) years of training shall be evidenced by thirty-two (32) semester hours of approved graduate work beyond the Master's Degree in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent of Schools.

g. To qualify for placement on the MA + 16 or MA +48 column, the teacher must evidence additional credits of 16 or 48 semester hours of approved graduate work beyond the Master's degree in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent of Schools.

h. The Doctor's degree shall be an earned degree from an educational institution accredited and/or recognized by the New Jersey State Department of Education for certification. If such Doctorate degree is in a field other than education and is not directly related to employee's function in the school system, the Superintendent shall have the discretion to reasonably approve or deny a teacher's request for placement in the Doctorate column.

i. It shall be the responsibility of the teacher to inform the Superintendent of Schools regarding any change or contemplated change in training level for the following school year. Changes in placement to another training level shall be made as of September 1st or January 1st. Evidence of such change shall be submitted to the Superintendent of Schools not later than the first week of school in October or February, whichever is applicable, and a new salary notification shall then be issued retroactive to September 1st or January 1st.

j. Each certified employee, upon completing requirements for a higher training level and upon proper notification as provided in i. shall be advanced to the proper guide for the new training level and shall receive a new salary notification for the ensuing school year. No employee shall receive more than one step on the guide in any one year. Upon acquiring a higher training level, an employee who has served at least one year at his/her maximum for one

training level shall be transferred to the new level and granted one additional step yearly until the new maximum is reached.

5. **Schedules D and E**

SCHEDULE E -- Co-Curricular Salary Guide

(Stipends for supervision of co-curricular activities shall be provided on the attached Schedule E, which is made a part hereof.)

a. When the principal designates co-advisors, the total compensation allocated will as indicated.

b. In all other cases where there is more than one advisor, the amount indicated would be shared as per the recommendation of the building principal.

c. Official chaperones for school dances and other such co-ed social activities shall be compensated at the rate of \$94 in 2004-2005; \$98 in 2005-2006; and \$103 in 2006-2007 per evening, per official chaperone. It is understood that the advisor who is attending an activity related to that for which he is receiving compensation under the co-curricular schedule would not receive additional monies. The number of activities per school and the number of official chaperones to be assigned is at the discretion of the building principal, subject to budgetary guidelines. A chaperone stipend currently applies to four (4) elementary teacher chaperones per school for both the winter concert and the spring concert, and in any school having more than four sections of fifth grade, the number of authorized chaperones for each concert shall be the same as the number of fifth grade sections.

d. Faculty members who perform supervisory duties on overnight trips shall receive a stipend of \$158 in 2004-2005; \$165 in 2005-2006; and \$172 in 2006-2007 per night, notwithstanding the fact that any such faculty member may receive a different stipend for coaching a sport or moderating a club or activity which is involved in such overnight trip(s).

e. The hourly rate for personnel engaged in home instruction, teaching in the bedside enhancement program, instruction at in- service courses and at test preparation courses shall be \$56 in 2004-2005; \$59 in 2005-2006; and \$62 in 2006-2007. Notwithstanding the foregoing, in the event that a teacher who is teaching in the bedside enhancement program shall have more than one student at one time in said program, the rate shall be 1.5 times the rate set forth in the preceding sentence.

f. The hourly rate for persons engaged in behind-the-wheel education during school hours, for curriculum workshops, for working on curriculum projects or other curriculum

creation assignments, and for coaching intramural sports shall be \$30 in 2004-2005; \$32 in 2005-2006; and \$33 in 2006-2007.

g. Advisors who attend State Music Auditions as participants shall be compensated at the rate of \$94 in 2004-2005; \$98 in 2005-2006; and \$103 in 2006-2007 per audition.

h. Coaches stipends are for the first day of pre-season through any post-season competition. Coaches stipends for the duration of this Agreement are set forth in Schedule D, which is attached hereto and is made a part hereof.

i. The following schedule of stipends will be paid for the following assignments for the period July 1, 2004 to June 30, 2007.

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
Middle School Team Leader	\$2,047	\$2,140	\$2,232
Driver Ed Coordinator	\$2,047	\$2,140	\$2,232
j. Hourly rate for personnel engaged in in-service courses if salary guide credit is not elected	\$25	\$26	\$27

j. Those holding the position of Teacher in Charge, Attendance and Discipline shall be placed upon the Regular Teacher Salary Guide in the appropriate position for experience and training level, and shall be paid at a rate of 1.2 times their salary. The school year of a Teacher in Charge, Attendance and Discipline, unless mutually agreed upon, shall include ten (10) work days immediately preceding the opening of school and ten (10) working days immediately following the end of the regular school year.

k. The annual stipend for the Right to Know/Chemical Hygiene Officer shall be \$9,577 in 2004-2005; \$10,013 in 2005-2006; and \$10,443 in 2006-2007.

l. The per diem rate for guidance counselors and the supervisor of The Teenage Institute of the Garden State engaged in summer work shall be \$314 in summer 2004; \$328 in summer 2005; and \$342 in summer 2006. Notwithstanding any language elsewhere in this Agreement, no additional stipend for overnight chaperoning shall apply to the supervision of the Teenage Institute of the Garden State.

m. High School Librarians may be required to remain up to 45 minutes beyond the scheduled workday, except for Fridays and days preceding holidays and vacations, as stated in Article V.A.1.b. Any High School Librarian who is required to remain past the end of the regular workday shall be compensated for each such day at the rate paid for a class coverage. In the High School, the after school Library Supervisor shall be paid at the class coverage rate for each day of library coverage from the time of dismissal until the first late bus is scheduled to depart.

n. Teachers working on Summer Printing Projects and other Non-Teaching Projects shall be compensated at a rate of \$217 in 2004-2005; \$226 in 2005-2006; and \$236 in 2006-2007.

o. The rate of compensation for teachers teaching in the Summer Learning League and in the Special Education Extended Year Program shall be \$39 in 2004-2005; \$40 in 2005-2006; and \$42 in 2006-2007; the workday for each of the foregoing programs shall be a minimum of four hours per day. In the event that any teacher shall work five hours or more in a day (to a maximum of the length of a regular school day), such teachers shall be paid at the rate specified in Article V.A.7 of this Agreement.

p. Teachers providing crowd control/ticket sales/scoreboard operation or other supervision at Middle School and High School athletic events shall be compensated at a rate of \$45 per single game event and \$65 per double game event in 2004-2005; \$45 per single game event and \$70 per double game event in 2005-2006; and \$47 per single game event and \$72 per double game event in 2006-2007. It is understood and agreed that these positions are created and filled at the discretion of the building principal.

q. Teachers providing "away game" crowd control or presence for emergency situations shall be compensated at a rate of 1.5 times the home game rate. It is understood and agreed that these positions are created and filled at the discretion of the building principal.

r. New clubs/activities shall ordinarily be uncompensated during the first school year (or part thereof) in which they exist. In years after the pilot year (or part thereof), if the Board determines that such club/activity should continue, the advisor/moderator of any such club/activity shall be compensated at the rate of similar clubs/activities under the contract. The Association and the Superintendent will enter written agreements each June memorializing the clubs/activities to be added to the Schedule E for the following school year. Notwithstanding the foregoing, the Board shall have the discretion to compensate an advisor/moderator during the first year of a new club/activity where it deems it appropriate.

s. Teachers serving as "Special Education Coordinators" shall be compensated at a rate of \$3138 in 2004-2005; \$3281 in 2005-2006; and \$3422 in 2006-2007 per year in addition to their salaries.

6. a. All co-curricular, extra-curricular, and coaching stipends shall be paid by separate check.

b. The Association acknowledges that all retroactive monies due under this agreement for the school year 2004-2005 have been paid in full and the Association, on behalf of itself and its members, waives any claims to additional retroactive monies for said school year.

7. Elementary School co-curricular activities. A pool of funds will be allocated to each Elementary School for compensation of approved, but otherwise unfunded co-curricular activities.

In each Elementary School, sponsors of new and/or unfunded co-curricular organizations should, as early as possible in each school year, but no later than October 15, submit to their building principal a proposal for the new (or existing but unfunded) organization, including specific expectations as to the operation of same. If approved by the principal, the teacher should operate the organization until at least March 31 and maintain such records as to provide evidence of the actual operating nature of the organization, the number of meetings, average number of participants and any other items to establish the validity of the organization. At the end of the school year, the principal shall determine which of the organizations operated substantially in accordance with the approved proposal, as same may have been modified during the year by agreement with the principal, and shall divide the allocated funds equally between all such organizations within the school. Any organization determined by a principal to not have operated substantially in accordance with the approved proposal shall have the right to appeal the decision to the Superintendent, who shall have the discretion to reverse or sustain the principal's decision. (The allocated stipend shall be per organization, not per sponsor. Co-sponsors shall share any such stipend in accordance with Article VI.A.5.a hereof.) It is acknowledged that the stipend rate may vary from school to school and that no teacher shall have grounds for a grievance on the basis of unequal treatment because of the different number of organizations operating in the different schools.

The funds allocated for each Elementary School shall be \$2,000 per year.

Nothing herein shall be construed as preventing any teacher from initiating a club at any time after October 15. However, no club initiated after October 15 shall be compensated in that year.

B. Secretaries

1. Schedule B

The salaries to be paid all employees covered by this Agreement are set forth in the salary guide for secretaries adopted by the Board of Education, attached hereto as Schedule B.

2. Payment of Salaries

All regular employees shall be paid one-half (1/2) of the monthly salary on the fifteenth and the last calendar day of each month under contract except when such a day is a non-working day, in which case salary shall be paid on the first preceding working day. Monthly salary is deemed as one-tenth (1/10) of annual salary for all ten (10) month employees, and one-twelfth (1/12) annual salary for all twelve (12) month employees.

3. Summer Payment Plan

All Secretaries may elect to participate in the Summer Payment Plan set forth in Article VI.A.2 above under the terms set forth therein.

4. **Per Diem Rates**

For ten (10) month employees, 1/185th of annual salary; for twelve (12) month employees, 1/20th of monthly salary.

5. **Stipends for Professional Development**

a. Secretaries holding a Professional Standards Certificate, National Association of Educational Office Personnel, shall receive an annual stipend of \$1,843 in 2004-2005; \$1,927 in 2005-2006; and \$2,010 in 2006-2007. Said stipend shall be considered a part of annual compensation for pension purposes.

b. Secretaries holding certificates in the Professional Development Program, New Jersey Association of Educational Secretaries, shall be awarded an annual stipend of \$910 in 2004-2005; \$951 in 2005-2006; and \$992 in 2006-2007 upon completion of the following approved college-level courses for the First Certificate:

Human Relations for the Educational Secretary 3 cr .

School Law for the Educational Secretary 3 cr .

Fundamentals of Education 3 cr .

c. An additional stipend of \$1,843 in 2004-2005; \$1,927 in 2005-2006; and \$2,010 in 2006-2007 shall be awarded annually upon the attainment of the Second Certificate, New Jersey Association of Educational Secretaries, which requires the completion of the above-listed courses plus a three-credit course in Business Communication and eighteen (18) credits in any business or approved curriculum area for a total of thirty (30) credits. Said stipends shall be considered a part of annual compensation for pension purposes.

d. Additionally, a stipend of \$712 in 2004-2005; \$745 in 2005-2006; and \$777 in 2006-2007 shall be awarded annually upon the attainment of the Third Certificate, New Jersey Association of Educational Secretaries, which requires an Associate Degree of sixty - four (64) credit hours of college work including the above-four mandated courses. Said stipends shall be considered a part of annual compensation for pension purposes.

C. **Instructional Assistants**

1. **Payment of Salaries**

a. Instructional Assistants employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

b. All regular employees shall be paid one-half (1/2) monthly salary on the fifteenth (15th) and the last calendar day of each month under contract except when such day is a non-working day, in which case salary shall be paid on the first preceding working day.

c. Instructional Assistants shall receive their final check on the last working day in June.

d. Payment of salary of Instructional Assistants whose resignation is effective within the first sixty (60) days after the effective date of employment shall be at the rate of 1/200th of the contract salary for the actual days worked.

2. **Summer Payment Plan**

All Instructional Assistants employed on a ten (10) month basis may elect to participate in the Summer Payment Plan set forth in Article VI.A.2 above under the terms set forth therein.

3. **Schedule C**

The salaries of all Instructional Assistants covered by this Agreement are set forth in Schedule C, which is attached hereto and made a part hereof. For Instructional Assistants who were employed by the Board prior to the institution of the salary guide, past years of employment in the West Orange School System shall count for credit towards longevity.

4. **Operation and Administration of the Salary Guides**

a. Increases on all guides shall be based on meritorious service. Favorable reports by the Superintendent of Schools and those charged with supervisory responsibility and approved by the Board of Education are a prerequisite to the granting of all increases in salary. There shall be no automatic increments or increase in salary.

b. If an employee is rated unsatisfactory during the school year, progress on the guide shall be withheld for the following year. When the employee is again rated satisfactory, such employee shall be returned to that step on the guide corresponding to the years of service rendered in West Orange.

c. Any Instructional Assistant who has earned a Bachelor's Degree from an accredited institution of higher education shall be placed in the BA column of the salary guide.

d. Any Instructional Assistant who has earned a Master's Degree from an accredited institution of higher education shall be placed in the MA column of the salary guide.

e. It shall be the responsibility of the Instructional Assistant to inform the Superintendent of Schools regarding any change or contemplated change in training level for the following school year. Changes in placement to another training level shall be made as of September 1st or January 1st. Evidence of such change shall be submitted to the Superintendent of Schools not later than the first week of school in October or February, whichever is applicable, and a new salary notification shall then be issued retroactive to September 1st or January 1st.

f. Each Instructional Assistant, upon completing requirements for a higher training level and upon proper notification as provided in e. shall be advanced to the proper guide for the new training level and shall receive a new salary notification for the ensuing school year. Upon acquiring a higher training level, an employee who has served at least one year at his/her maximum for one training level shall be transferred to the new level and granted one additional step yearly until the new maximum is reached.

D. Longevity: Teachers, Secretaries and Instructional Assistants

Employees who have completed the following specified years of service in the West Orange School District will receive the following stated additional compensation for each school year, prorated from the relevant service completion anniversary date:

1. Teachers

For the 2004-2005 School Year:

Completion of 14-18 years of service	\$3,931
Completion of 19-23 years of service	\$5,059
Completion of 24-28 years of service	\$6,193
Completion of 29 + years of service	\$7,328

For the 2005-2006 School Year:

Completion of 14-18 years of service	\$4,110
Completion of 19-23 years of service	\$5,289
Completion of 24-28 years of service	\$6,475
Completion of 29 + years of service	\$7,662

For the 2006-2007 School Year:

Completion of 14-18 years of service	\$4,287
Completion of 19-23 years of service	\$5,517
Completion of 24-28 years of service	\$6,753
Completion of 29 + years of service	\$8,000

2. Secretaries

For the 2004-2005 School Year:

Completion of 14-18 years of service	\$3,441
Completion of 19-23 years of service	\$4,575
Completion of 24-28 years of service	\$5,746
Completion of 29+ years of service	\$6,896

For the 2005-2006 School Year:

Completion of 14-18 years of service	\$3,597
Completion of 19-23 years of service	\$4,783
Completion of 24-28 years of service	\$6,008
Completion of 29+ years of service	\$7,210

For the 2006-2007 School Year:

Completion of 14-18 years of service	\$3,752
Completion of 19-23 years of service	\$4,989
Completion of 24-28 years of service	\$6,266
Completion of 29+ years of service	\$7,520

3. Instructional Assistants

For the 2004-2005 School Year:

Completion of 14-18 years of service	\$666
Completion of 19-23 years of service	\$999
Completion of 24-28 years of service	\$1,331
Completion of 29+ years of service	\$1,664

For the 2005-2006 School Year:

Completion of 14-18 years of service	\$696
Completion of 19-23 years of service	\$1,044
Completion of 24-28 years of service	\$1,392
Completion of 29+ years of service	\$1,740

For the 2006-2007 School Year:

Completion of 14-18 years of service	\$726
Completion of 19-23 years of service	\$1,089
Completion of 24-28 years of service	\$1,451
Completion of 29+ years of service	\$1,815

E. Direct Deposit of Pay

The Board shall make reasonable efforts to provide all employees with optional “Direct Deposit” of pay.

ARTICLE VII

NON-TEACHING DUTIES

A. School Collections

1. The collection of money or the raising of funds directly from pupils or through school projects shall be prohibited, except in the case of milk money, field trips, and other similar school-related activities.

2. A class or school organization may still initiate some special charitable project not connected with an outside agency. Such projects shall grow out of class activity organization and shall have educational value. Any such project must be approved by the principal. In case of doubt, it shall be referred by the principal to the Superintendent of Schools.

B. Ticket Sales

The sale of tickets in the schools for events not directly connected with the school program, whether by school personnel or by others, shall be discontinued. The only tickets sold shall be those for student functions and Parent- Teacher Association functions and shall not include tickets for outside functions which may be sponsored by a Parent- Teacher Association.

C. Distribution of Flyers

Distribution of flyers shall be limited to those flyers which have been approved by the Board of Education. Such approval of flyers shall be on the basis of whether the function is of direct educational and cultural interest and value, and of non-commercial nature. Posters for bulletin boards shall be limited to those functions of educational and cultural interest and value, sponsored by non-commercial organizations.

D. Teachers shall not be required to drive students.

E. CURRICULUM WRITING

PROCEDURE FOR CURRICULUM WRITING PROCESS

1) Teachers and Supervisor / Assistant Superintendent are to meet to discuss parameters and requirements of curriculum writing project. As a part of this discussion, Teachers and Supervisor / Assistant Superintendent are to come to a consensus estimate of the number of hours needed to complete the curriculum writing project. This estimate shall be memorialized in a writing setting forth both the estimated hours and the obligation of the teacher to report progress every five hours as set forth in subsection 2 hereof, but such an estimate shall not bind either the Teachers to complete such projects in the estimated time or the Board to employ and pay any such Teacher the hourly stipend for the entire time period of the estimate.

2) After each five hours of work performed by the Teachers, the Teachers are required to report on their progress to the Supervisor / Assistant Superintendent in charge of the project. At the time of each such report, the Teachers are to inform the Supervisor / Assistant Superintendent in charge of the project as to whether they believe that the project can be completed within the estimated time frame. If the Teachers report that the project cannot be completed within the estimated time frame, the Supervisor / Assistant Superintendent shall have the following options:

- A. Instruct the Teachers to immediately stop work on the project and deliver the portion completed to that time;
- B. Instruct the Teachers to complete as much as is possible in the estimated time frame, stop work at the end of the estimated time period, and deliver the portion completed to that time; or
- C. Come to a new consensus as to the estimated time necessary to complete the project and instruct the Teachers to proceed with the knowledge that the new estimated time is available, if necessary, to complete the project.

3) Except as specified below, the Teachers shall be compensated at the contractually specified hourly rate (see Article VI.A.5.f.) for all work actually performed, notwithstanding the selection by the Supervisor / Assistant Superintendent of one of the foregoing options. Notwithstanding the foregoing, if (1) any Teacher shall fail to report progress as required by and specified in section 2 of this subsection (after every five hour period), and (2) such Teacher shall perform curriculum writing beyond any specified five hour period, and (3) the Supervisor / Assistant Superintendent in charge of the project, on being apprised of the progress, shall select option A. and instruct the Teacher to stop work, then said Teacher shall be entitled to payment for only such hours as should have been performed prior to the report of progress. (For example, if a project is estimated to take 30 hours, and a teacher works 9 hours before reporting progress, and upon receiving the report, the supervisor overseeing the project instructs the Teacher to immediately stop work, then the teacher shall be paid for 5 hours only, because it was the teacher's responsibility to inform the supervisor as to progress after five hours work had been performed. The teacher shall have no claim for payment for the additional 4 hours worked.)

4) In connection with this process, each agreement shall be accompanied by a record keeping form, in substantially the form attached hereto as Appendix A. This form shall be used by the Teachers and the Supervisor/Assistant Superintendent to monitor and verify progress on the Curriculum Writing Projects.

ARTICLE VIII

TEACHER EMPLOYMENT

A. Any teacher entering the West Orange School District from another system in which he has been employed shall be placed on the salary guide corresponding to his/her salary and training level, provided the following regulations are observed:

1. The equivalent of teaching experience shall be granted for active military service as defined in the State Revised Minimum Salary Guides N.J.S. 18A:29-11, "Credit for Military Services," and as interpreted by the State Department of Education.

2. Up to four (4) years of prior experience shall be granted for active military service (as defined in 1. above). Credit for full-time teaching experience in the public schools may be granted if such experience is compatible with the teaching assignment in West Orange.

3. The equivalency of teaching experience may be granted for work experience which is directly related to the area of teaching in West Orange.

4. In no instance shall greater credit on the salary guide be allowed for services outside the West Orange School District than would be allowed for service within the system.

B. Progress to the next step of the guide for employees will be made as follows:

1. An employee hired prior to February 1st of the school year will progress to the next step of the guide as the commencement of the succeeding school year, subject to other provisions for the operation and administration of the salary guide.

2. Employees hired on and after February 1st of any school year will remain on their original step through the succeeding school year and will thereafter progress to the next step of the guide in accordance with other provisions for the operation and administration of the salary guide.

C. Renumbering of Guide – Progress on Guide

Under the Agreement in effect immediately prior to this Agreement, steps 1 and 2 were eliminated from the salary guide. This Agreement has renumbered the guide to reflect the elimination of those steps. Accordingly, the guide position which was referred to as step 3 in 2003-2004 is analogous to step 1 under this Agreement.

Those making normal guide progress from the 2003-2004 school year to the 2004-2005 school year will therefore progress according to the following chart:

Step in 2003-2004	Step Moved to in 2004-2005
3	2
4	3
5	4
6	5
7	6
8	7
9	8
10	9 (max)
11 (max)	9 (max)

Those whose employment began with the 2004-2005 school year shall be placed in the analogous step on the newly numbered guide, but will not make progress until the 2005-2006 school year. (Those who were hired on Step 3 shall be on new Step 1, those hired on old step 5 will be on new Step 3.)

Normal progress will be assumed for all in the 2005-2006 school year.

In 2006-2007, the final year of this agreement, an additional step is being created on the salary guide. That new step is being inserted between steps 8 and 9. Accordingly, normal guide progress from the 2005-2006 school year to the 2006-2007 school year will be as set forth in the following chart:

Step in 2005-2006	Step Moved to in 2006-2007
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9 (max)	10 (max)

D. Teachers shall be notified of their contract and salary status for the ensuing year in accordance with New Jersey statutes.

ARTICLE IX

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their class and/ or subject assignments, building assignments for the forthcoming year, as early as possible, before the end of the school year, The foregoing shall not be construed as to require that an assignment be made in cases where decision on the teacher's final assignment is delayed beyond the current school year pending determination as to the status of teachers who have been RIF'd but who may be rehired because of staffing needs and developments, In such cases, the written notice of the assignments shall be made as soon after the current school year as is practicable.
2. In the event that changes in schedules, class and/or subject assignments, building assignments are proposed after such notification, any teacher affected shall be notified as soon as practicable.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for such travel at the prevailing I.R.S. approved rate.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Teachers who desire a change in grade and/or desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools not later than May 15. Such statements shall include the grade and/or subjects to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
2. No later than May 1 of each school year, the Superintendent of Schools shall deliver to the Association and post in all school buildings a list of the known vacancies as of that date which shall occur during the following school year.
3. In the determination of requests for voluntary reassignment or transfer, the wishes of the individual teacher shall be considered to the extent that the reassignment or transfer does not conflict with the instructional requirements and is for the best interest of the school system.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Formal notice of a transfer or reassignment shall be given to teachers as soon as practicable.
- B. The Board recognizes that the teachers have a valid interest in the position to which they are assigned. The Board agrees that, in the event of involuntary transfer, the teacher concerned shall be consulted prior to formal notification. The Association recognizes that the transfer of teachers is the exclusive prerogative of the Board.

ARTICLE XII

PROMOTIONS

A. Teachers

1. Promotional positions are defined as positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility, or any assignment to which an honorarium is attached. All vacancies in promotional positions, including specialists and/or special projects funded by the federal government, shall be adequately publicized by the Superintendent in accordance with the following procedure:
 - a. A notice of vacancy shall be posted in each school, except during the summer months when such notice shall be posted in the Central Administrative Offices. A copy of said notice shall be

given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice, which shall not be less than ten (10) school days. The Superintendent or his designee shall acknowledge in writing the receipt of all such applications.

b. Teachers who desire consideration for future promotional positions may file a written statement of such desire with the Personnel Office at any time.

B. Secretaries and Instructional Assistants

All notices of job opportunities, within the bargaining unit and/or of a promotional nature, shall be posted in all schools and offices a reasonable time in advance of interviewing. A copy of said notice shall be sent to the President of the Association.

ARTICLE XIII

EVALUATION OF PROFESSIONAL STAFF

A. All professional personnel are to be evaluated by the administrator in cooperation with the supervisor (director) who most closely supervises the work of the staff member.

B. Evaluation is to be conducted in accordance with state law.

C. The administrator, supervisor, and teacher are to confer together concerning the evaluation reports prior to their submission to the office of the Superintendent of Schools. The signature of the teacher on the evaluation report indicates that he/she has had an opportunity to see the report. A copy of the evaluation report shall be given to the teacher following the conference.

D. Any teacher who feels that he/she desires to add to the evaluation being submitted by the administrator and supervisor is permitted to submit such additional information in writing to the Superintendent of Schools.

ARTICLE XIV

TEACHER FACILITIES

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

ARTICLE XV

SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. Sick Leave for Personal Illness

1. All full-time employees and part-time regularly contracted secretaries shall be allowed ten (10) days or two (2) calendar weeks' absence annually with full salary for sickness in person or quarantine. Notwithstanding the foregoing, secretaries employed on a twelve month basis shall be allowed twelve (12) days absence with full salary for sickness in person or quarantine. All unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the present method of calculating the daily rate.

2. Employees shall be given a written notice of accumulated sick leave and supplementary sick leave no later than September 30th of each year.

3. On written notice to the Superintendent or his designee, and subject to the limitations and conditions that follow, any employee may transfer any number of accumulated sick days to another employee with a prolonged or serious illness or who due to a prolonged or serious illness of a family member requires extended or repeated absences from work. All transfers shall be subject to the reasonable discretion of the Superintendent or his designee.

Notwithstanding the foregoing, (1) no non-tenured employee may transfer sick days to another employee, except that instructional assistants who have been in the employ of the Board for more than three years and are otherwise qualified to transfer sick days shall be permitted to transfer sick days to another employee; (2) no employee with fewer than 25 accumulated sick days may transfer sick days to another employee, and no transfer may result in the transferring employee having fewer than 25 sick days; (3) with the exception of retiring employees, no employee who is not returning to the employ of the Board for the school year following the request to transfer sick days shall be permitted to transfer any sick days, and any transfer effectuated and followed within ten months by the resignation of the transferor shall be subject to rescission by the Superintendent if done with apparent intent to circumvent this prohibition; and (4) in the event an employee having in excess of 200 accumulated sick days shall elect to transfer sick days (in excess of the 200 already accumulated) to another employee, and if the transferring employee shall retire or otherwise terminate employment (except by reason of death) within three years from the date of transfer, then the compensation for accumulated sick days set forth in Article XV.D hereof shall be reduced as follows:

If the retiring employee accumulates, from the date of transfer to the date of retirement, the same or greater number of sick days than those transferred, there shall be no reduction from the compensation.

If the retiring employee accumulates less than the number of sick days transferred, then the number of accumulated sick days for which compensation shall be available shall be

diminished by the difference between the number transferred and the number subsequently accumulated.

(For example, if an employee with 215 accumulated sick days transfers 12 sick days to another employee on January 1, 2006, and retires on June 30, 2008, having accumulated an additional 12 or more sick days, then no reduction in compensation shall occur; if the same transfer occurs, and the employee retires having accumulated 5 additional sick days, then the number of accumulated sick days for which compensation shall be available shall be reduced by the 7 days transferred but not re-accumulated; if the same transfer occurs and no additional days are accumulated, the transferor's right to compensation shall be reduced by the entire 12 days transferred. If an employee retires more than 3 calendar years after the date of transfer, no deduction shall be made.)

It is expressly acknowledged that the receipt and use of accumulated sick days will not shield an employee from administrative charges of unjustified excessive absences and the possible negative ramifications to the employee's status as a result of unjustified and excessive absences.

B. Supplementary Sick Leave

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service, with unused days to be accumulated. Full-time employees who have exhausted their regular sick leave may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of up to three (3) days beyond this period in any month wherein less than three (3) days' compensation has been earned.

C. Credit for Unused Accumulated Sick Leave From Another School District in Same State/Prior Service in West Orange

1. Credit for unused accumulated sick leave days from another school district in New Jersey shall be granted by the Board, up to the maximum permitted by law.
2. The employee must present a certificate from the prior district, listing the unused sick days. This request must be presented within the first year of employment.
3. Previously accumulated unused sick leave and supplementary sick leave days shall be restored to all returning teachers with prior service in the West Orange Public Schools.

D. Compensation for Accumulated Sick Days Upon Retirement or Resignation

Upon retirement from a State administered retirement system, after twenty (20) years' service in the West Orange school system, or upon leaving the District after twenty-five (25) years' service in the West Orange school system, each teacher who has accumulated at least fifty (50)

sick leave days during and from service in the West Orange school system shall be entitled to receive a lump sum retirement payment for such earned and unused accumulated sick leave not to exceed \$21,000 in 2004-2005; \$21,800 in 2005-2006; and \$22,800 in 2006-2007 based on \$105 per day in 2004-2005; \$109 per day in 2005-2006; and \$114 per day in 2006-2007 for each day of earned and unused accumulated sick leave. A secretary who, having met the service requirements above and who has accumulated at least fifty (50) sick leave days in service in West Orange shall be entitled to receive a lump sum payment not to exceed \$15,600 in 2004-2005; \$16,400 in 2005-2006; and \$17,200 in 2006-2007 based on \$78 per day in 2004-2005; \$82 in 2005-2006; and \$86 in 2006-2007 for each day of earned and unused accumulated sick leave. An employee who leaves the District after completing less than twenty-five (25) years' service and who elects a deferred retirement benefit shall not be eligible for the retirement payment.

Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 30th prior to the school year in which the retirement or leaving the District becomes effective. In the event of late notice of retirement without valid reason, or late notice of leaving the District, payment for the benefit will be deferred to the school year following the retirement date, unless such late notice is waived by the Board.

The benefit shall be paid to the Estate of an employee who has met the service requirements for the benefit if that employee dies (1) before retirement or (2) after retirement but before receipt of the benefit, irrespective of whether the employee filed a notice of intention to claim the benefit. In the event the benefit shall become payable to the Estate of an employee, the Estate must provide the Board with written notice of its claim to the benefit within one (1) year of the death of the employee who earned the benefit, or the Estate's right to claim to the benefit shall be extinguished.

The Board agrees that if it is legally permissible, at the retiring or resigning employee's direction, the benefit shall be paid in whole or in part to the employee's 403(b) or other retirement investment account, and that if multiple payments are directed, such payments may be made by the Board in separate calendar years. (For example, an employee entitled to the full benefit could direct that \$10,000 be paid in December of 2002, and \$10,000 be paid in January of 2003.) The Board agrees to immediately seek a legal opinion on the legal permissibility of this procedure, and if it is determined to be legally permissible, to implement this provision as soon as reasonably practicable.

E. Leave of Absence Due to Personal Illness

Employees may request, in writing, a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board action. The Board reserves the right to grant special extension of such leave in individual cases which, in its judgment, are deserving of such. Accumulated sick leave and supplementary days will be paid to employees granted a Sick Leave of Absence. Payment of the above accumulated sick days will terminate at the end of the leave of absence or when the accumulated days are exhausted, whichever comes first.

F. Compensable Absence

Whenever any employee entitled to sick leave is absent from the post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board 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 accumulated sick leave provided in N.J.S. 18A:30-2 and 18:30-3. 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 Workers' 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 Workers' Compensation award made for temporary disability.

G. Emergency Absence

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family, provided that in the case of serious illness within the immediate family the absence must necessary and unavoidable. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

1. Serious - shall mean an illness when the attending physician believes that the personal attention of the employee is required to ensure the proper recuperation of the patient.

2. Immediate

a. In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister, and any relative making his or her home with the employee's family, provided that the absence is necessary and unavoidable.

b. In the case of death, IMMEDIATE shall be understood to include, in addition to the persons named in a. above, the following: mother-in-law, father-in-law, sister- in-law, and brother- in-law.

c. In the case of death of a relative of the second degree or a close friend, absence of one full day may be allowed with full pay. Thereafter, full deductions shall be made. Relative of the second degree shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

H. Personal Business

1. An application for absence for personal business is to be made only when the absence cannot be avoided without substantial hardship.
2. Application for absence for personal business shall be made, in writing, at least three (3) school days prior to the time of absence, if possible, to the building principal or immediate supervisor for approval.
3. Three (3) days for personal leave with full pay are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to and approved by the Superintendent or his designee.
4. No teacher absence for Personal Leave shall be permitted prior to September 15, after June 15, or on the day preceding and the day following school recesses of two or more days duration.
5. All personal business leave days not used during the school year will be changed to sick leave days at the end of the school year and added to the individual employee's accumulated sick leave.

I. Maternity

The Board will provide leaves of absence for maternity as provided by the statutes and court decisions. (Except where medical complications exist, this currently consists of up to 20 days before due date and 20 days after the date of birth. In the event that the statutes and/or court decisions enlarge or contract these entitlements, maternity leaves will be governed by the limits of these new statutes and/or court decisions.)

J. Military Leave

The Board will provide leaves of absence for military service and training as provided by the statutes.

K. Leaves Without Pay

A leave of absence without pay of up to two (2) years shall be granted upon recommendation of the Superintendent to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. Unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to the teacher upon his/her return.

- L. Other leaves of absence without pay may be granted to tenured teachers.
- M. Secretaries and Instructional Assistants may be granted other leaves of absence, with or without pay at the Board's discretion. The decision of the Board will be final and not subject to the grievance procedure.
- N. All applications and responses for leaves shall be in writing.

ARTICLE XVI

SABBATICAL LEAVE

- A. Any teacher who has completed seven (7) or more years of continuous full-time service in the West Orange Public Schools shall, upon recommendation of the Superintendent of Schools, be granted leave of absence by the Board for one (1) full year for study or travel, subject to the restrictions and limitations in this Article. After each subsequent period of seven (7) or more years of such service, a further leave for study or travel shall be granted. Travel shall be recognized as part of the sabbatical leave program when it is related to the improvement of teaching or is connected with the program of study. No sabbatical leave shall be granted to a teacher for five (5) years before age sixty-two (62), if such teacher has previously had a sabbatical leave of absence.
- B. Application for a sabbatical leave shall be made prior to February 1 previous to the year for which such leave is requested. Such application shall be made upon a regular form furnished by the Board. Action shall be taken on all such requests no later than April 1 following the making of the application.
- C. Applicant shall agree to abide by all conditions set forth in this Article with respect to the type of sabbatical leave of absence granted.
- D. As a condition of such leave, the teacher shall enter into a contract to continue in the service of the West Orange Public Schools for at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay to the Board the full salary received while on leave. The teacher shall provide a non-surety personal bond which covers the salary received and which is satisfactory to the Board for the two (2) year mandatory service period after the expiration of the leave. The Board shall relieve the teacher of the two (2) year service obligation if the teacher becomes incapacitated and such incapacity is certified to by medical authority satisfactory to the Board.
- E. The salary granted to a teacher on a sabbatical leave shall be eighty percent (80%) of the salary to which he would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions authorized by the teacher. Salary payment shall be made monthly in accordance with the schedule for payment of salaries in the school system.

F. No more than two percent (2%) of all the teachers (positions covered by this Agreement) of the system shall be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to the reasonable and equitable distribution of the applicants among the different schools and department. In the high school, no more than four (4) teachers shall be absent on such a leave at any time; in each of the other schools, not more than one (1) teacher shall be absent at one time.

G. If more than two percent (2%) of all the teachers (positions covered by this Agreement) of the system shall apply for leave, the Board shall make its selection on the basis of seniority. In case it shall be necessary to choose from teachers of equal prior service, the selection shall be made upon the basis of benefits to the school system. At all times, the needs of the school system as a whole shall be paramount.

H. Teachers on sabbatical leave may not associate for compensation with any person, persons, or organizations during the school year, unless approval by the Board is obtained.

I. Teachers on sabbatical leave shall make such regular written reports to the Superintendent of Schools as he may reasonably require.

J. Teachers on sabbatical leave shall be considered as in the employ of the Board and the time thus spent shall count as regular service towards benefits and retirement and for consideration in regard to salary adjustments.

K. Sabbatical leaves of absence shall be without prejudice to the teachers' tenure rights.

L. The application and bond forms are available from the Central Office.

ARTICLE XVII

VACATIONS-SECRETARIES

All full-time and part-time twelve (12) month secretaries shall be eligible for vacations according to the following conditions:

A. Request for earned vacation time must be made in duplicate in advance of the vacation, using the form "Request for Secretary's Vacation Time." The supervisor of the employee must approve and sign the forms and return one to the employee and forward the other to the office of the Superintendent of Schools for recording.

B. In addition to school vacations and holidays designated by the Board of Education, all twelve (12) month secretaries who have worked at least four (4) months shall be entitled to two (2) days earned vacation for each month worked during the school year, not exceeding twenty- two (22) days in anyone year. The vacation period shall run from the following July 1 to June 30. Secretaries in school offices are to use at least three- fourths (3/4)

of their vacation days between July 1 and August 31. Any twelve (12) month secretary employed on a part-time basis (number of days/5) shall be eligible for earned vacation on a fractional basis of the above rule. For example, a secretary who is contracted for three (3) days per week shall be entitled to $\frac{3}{5}$ vacation days ($\frac{3}{5} \times 22 \text{ days} = 13 \text{ days}$) and these earned vacation days shall be applied to the three (3) days per work week schedule.

C. In the case of unusual circumstances, requests for exception or accumulation from one year to the next is to be made in writing to the Superintendent of Schools. (Business Office secretaries apply to the Secretary of the Board of Education.)

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction

A. Teachers

1. The Board will continue to seek the cooperation of teachers in arranging in-service courses, workshops, and programs designed to improve the quality of instruction. A Professional Development committee will be established and maintained in accordance with N.J.A.C. 6:11-13.1 et seq. Any courses, workshops and programs at which teacher attendance is required shall be conducted during regular working hours. Any such courses, workshops and programs conducted after regular working hours will be voluntary and will be compensated with in-service credits or monetary compensation, at the option of the teacher, plus hour for hour credit for 'professional development hours' towards the '100 hours' requirements of the State of New Jersey.

Notwithstanding any other term of this Agreement, the District may schedule a maximum of four (4) compulsory after-school professional development programs, no program to exceed ninety (90) minutes, for professional staff during each year of the contract. Staff will be compensated with hour for hour credit for 'professional development hours' towards the '100 hours' requirements of the State of New Jersey, where permissible, and will further be allowed to accumulate these hours towards salary guide credits. (As an example of the accumulation permitted, if a staff member attends 6 hours of such programs in each of the first and second years of the agreement, and attends an additional 3 hours, these 15 hours will be counted as 1 credit towards salary guide advancement, in addition to being applied towards the State 100 hours requirement.) With respect to the programs referred to in this paragraph, teachers may not opt for monetary compensation.

2. **Tuition Refund Plan -Teachers**

a. The West Orange Board of Education will pay for approved graduate work under any of the following conditions:

1) If the course or subject is part of an employee development program worked out between the employees and the Superintendent of Schools, or certification in another subject field requested and approved by the Superintendent of Schools.

2) If the subject or course is directly related to the employee's function as an educator in the school system.

3) If the subject or course is part of a degree program which is directly related to the employee's function in the school system.

b. This tuition refund policy is applicable to contracted full-time employees who are not on sabbatical or any other extended leave.

c. **Course Approval**

1) To ensure that a proposed course will be approved for refund, the employee must submit an Application for Tuition Aid to the Superintendent of Schools and receive approval of the course(s) prior to the first class meeting.

2) The course or subject must be conducted under the auspices of a recognized educational institution accredited by the New Jersey State Department of Education for the granting of advanced degrees.

3) Distance learning or correspondence courses shall be approved provided that the college or program has been accredited by an agency recognized by the United States Department of Education or the Council for Higher Education Accreditation, or the college or program has been accredited or approved by the State of New Jersey or the state in which the college exists.

4) Courses taken to complete certification requirements for the Standard Teacher Certificate shall not be eligible for Tuition Refund.

d. **Tuition Refund**

1) The Board of Education shall refund the employee's tuition up to that amount charged per credit by the State Colleges of New Jersey for credits taken at any such State College or, for credits taken at accredited recognized educational institutions other than State Colleges, shall refund the employee's tuition up to the in-state part time graduate student rate charged per credit by Montclair

State University for a maximum of nine (9) credits taken in any one year (July 1 June 30) provided:

- a) Employee is actively employed by the Board at the time he registers for the course.
- b) The employee has completed the course or subject, has received credit therefor, and has had the educational institution forward an official transcript to the Superintendent.
- c) The employee completes the school year in which the application was approved and continues in the employ of the District for the following school year.

It is understood that for purposes of tuition reimbursement under this and every section of this Agreement, courses are considered to have been taken in the school year (July 1 to June 30) in which they end. For example, a course starting in January and ending in May, 2005, would be counted as applying to the 2004-2005 school year, but one starting in June of 2005 and ending in August of 2005, would count for the 2005-2006 school year.

2) Reimbursement shall be made in accordance with the following schedule provided that necessary documentation has been received prior to the date of payment:

For courses completed on or before January 1st, payment on or before February 15th.

For courses completed on or before September 1st, payment on or before October 15th.

3) If an employee is eligible to receive governmental or any other assistance for any course or subject which meets the requirements specified above, such employee would be entitled to receive the difference, if any, between such reimbursement and the amount allowed hereunder.

4) The costs of any fees, books, transportation, etc., are not eligible for reimbursement.

3. **In-Service**

a. **Course Credit**

- 1) One (1) in-service credit for each fifteen (15) hours of course work approved by the Board of Education.

- 2) Two (2) in-service credits for each thirty (30) hours of course work approved by the Board of Education.

b. Salary Guide Credit

- 1) All in-service credits may be applied toward any change in training level.
- 2) No in-service credits may be applied to earn a BA, MA, or Doctorate degree.

3) It is expressly understood and agreed that employees voluntarily engaged in in-service courses may be assigned reasonable assignments outside of the classroom time requirements. For purposes of this clause, “reasonable” shall mean taking not more than one-half hour for each hour of classroom time.

B. New Teacher Training

The Board shall have the right to require all new faculty members to successfully complete five (5) days, no day to exceed six (6) hours, of professional in-service training prior to the opening of school, plus a maximum of ten (10) additional in-service training sessions during each of the teacher’s first three school years, no session to exceed ninety (90) minutes in duration. Compensation shall be in-service credits, plus hour for hour credit for ‘professional development hours’ towards the ‘100 hours’ requirements of the State of New Jersey, where available. All training referred to in this paragraph shall be completed by a new faculty member before the first day of the faculty member’s fourth year of employment.

At the discretion and option of the Board, in lieu of the foregoing annual training requirements, second and third year teachers may be required to five monthly sessions of 180 minutes or less, wherever possible to be scheduled on Mondays only, where for each such session the teachers required to attend shall be provided with a choice of at least two alternate dates on which to attend, and, unless mutually agreed upon, at least one of which will begin not later than 45 minutes after the end of the instructional day for the affected teachers. (For example, if a second year high school teacher is to be required to remain for a 3 hour meeting, and the high school instructional day ends at 2:25, at least one of the three meeting dates must begin by 3:10.) Alternate dates are not required to be Mondays.

Teachers who (a) have a minimum of five year’s teaching experience prior to being employed in West Orange, and (b) successfully complete the first year requirements of this section shall, at the discretion of the Superintendent or his designee , be excused from the requirement to attend some or all of the training meetings in the second and third years of employment in West Orange.

It is expressly agreed that any and all mandatory assignments for the new teacher training program will be completed within the class time allotted for the training. No in class assignments designed to encourage reflective and self-critical practices will be required to be submitted to any instructor or supervisor. No optional assignments, including journal writing, to be performed outside of the training classes, will be required of any teacher. No assignment,

mandatory or optional, designed to encourage reflective and self-critical practices, shall be required to be submitted to any supervisor or administrator, and no such assignment, or failure to submit such an assignment, shall form a basis for any performance evaluation, and no negative comments or other information shall be placed in any such employee's personnel file and/or be included as a part of any evaluatory report, including APRs, and shall not be used in any way in the evaluation and/or determination of an employee's job performance and/or continued employment status.

C. Secretaries

1. All requests to attend professional meetings and in-service workshops shall be made in accordance with the established procedures for absence on school business. Secretaries may also request to participate in district in-service workshops or courses after work. Compensation will be \$12/hour. Each request for out-of-district in-service workshops or courses shall be reviewed on its merits by the Superintendent or his designee whose decision shall be final and not subject to the Grievance Procedure.

2. Reimbursement for reasonable expenses associated with attendance at approved out-of-district professional meetings and/or in-service workshops shall be made in accordance with established procedures. Mileage allowance for travel shall be at the IRS approved rate.

3. Tuition Reimbursement -Secretaries

The Board will reimburse any secretary who has satisfactorily completed an approved course under the following conditions:

- a. The course must receive prior approval by the Superintendent and must be directly and substantially related to the secretary's work and function in the West Orange school system.
 - b. The secretary must be a full-time employee who is not on an extended leave.
 - c. The secretary must submit an Application for Tuition Aid to the Superintendent of Schools and receive written approval of the course prior to the first class meeting.
 - d. The Board will refund the secretary's tuition up to the amount charged per credit by the State Colleges of New Jersey for a maximum of six (6) credits per secretary, per school year.
 - e. The secretary must be actively employed by the Board at the time he/she registers for the course, must have completed the course or subject and have received credit therefor, must have submitted satisfactory proof of such completion to the Superintendent, and must complete the contract year in which the application was approved and continue in the employ of the District for the following school year.
4. The Board shall provide the secretaries with training in the handling of telephone emergencies.

D. Instructional Assistants

1. Instructional Assistants may request participation in district in-service workshops or courses after work. Where the Superintendent deems it appropriate and class space permits, permission to participate shall be granted.
2. The Board shall consider providing training courses and other in-service workshops specifically targeted to the needs of the instructional assistants.
3. The Board shall consider providing training courses and other in-service workshops specifically targeted to the needs of the instructional assistants.

ARTICLE XIX

TEACHER PROTECTION

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

B. Whenever any civil action has been or shall be brought against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher, 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 teacher from any financial losses resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses as set forth in N.J.S. 18A:16-6.

C. Should any criminal action be instituted against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the Board shall reimburse him for the costs of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals as set forth in N.J.S. 18A: 16-6.1.

SECRETARIES' AND INSTRUCTIONAL ASSISTANTS'
RIGHTS AND PROTECTION

A. The rights granted to employees hereunder shall be in addition to those provided in N.J.S. Title 18A.

B. Whenever any secretary or Instructional Assistant is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that secretary or Instructional Assistant in employment, position or the salary or any increment pertaining to, then the secretary or Instructional Assistant shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have the Association and/or a person of his/her own choosing present to advise or represent him/her during such meeting(s) or interview(s).

C. The Board agrees to provide those protections which are prescribed in N.J.S. Title 18A, in order to make every reasonable effort to provide for the safety of employees.

ARTICLE XX

INSURANCE PROTECTION

A. MAJOR MEDICAL

I. TEACHERS and SECRETARIES

The Board shall provide medical, dental and prescription insurance (employee plus dependents, including Domestic Partners registered in accordance with New Jersey law and their eligible dependents) protection as negotiated between the parties which will include but not be limited to:

1. Blue Cross/Blue Shield Select /Bluecard PPO, children to age 23.

a. Includes Vision Care Service as follows:

In Network: \$10 co-pay, 100% coverage thereafter

Out of Network: Subject to deductible as set forth in d. below, 80% coverage thereafter

Limited to one Eye Exam and one Vision Survey per Benefit Period (calendar year)

Hardware (including Optical Services) maximums:

Frames	\$20
Eyeglass lenses (per pair), Clear and Cruxite A or AX or soft Lite A or B:	
Single Vision	\$20
Bifocal (single)	\$40
Bifocal (double)	\$80
Trifocal	\$60
Aphakic	
Glass	\$55
Plastic	\$120
Aspheric	\$155
Case Hardening	\$5

Contact Lenses (per pair) when Medically Necessary and Appropriate in lieu of regular frames and eyeglass lenses \$190

b. Includes Mental Health Coverage (80% up to 78 visits per benefit period.)

c. The co-pay on office visits to in-network doctors will be \$20.

d. Out of network claims are subject to a deductible of \$100 per individual / \$200 per family, 80% thereafter up to the first \$2000 in claims, 100% after the first \$2000 in claims.

II. INSTRUCTIONAL ASSISTANTS

Instructional Assistants shall have major medical benefits identical to that of the teachers and secretaries, except that coverage shall be for the employee only.

B. DENTAL

I. TEACHERS and SECRETARIES

The Board shall provide dental insurance (employee plus dependents) based upon the Usual, Customary and Reasonable (UCR) Fee concept.

Preventative and Diagnostic 100% (no deductible)

All other services shall be subject to a \$50 per individual / \$100 maximum per family deductible. After the deductible is satisfied, coverage shall be as follows:

For remaining Basic Services 100%

For Prosthodontic Benefits:
(including crowns, inlays and gold restorations) 70%

For Orthodontic Benefits 50%

The maximum amount payable by the insurance carrier for the above dental service provided an eligible patient in any calendar year, excluding Orthodontic Benefits, is \$2,500. Orthodontic benefits are subject to an \$800 maximum per case, which is separate from the \$2,500 maximum applicable to Basic and Prosthodontic Benefits.

II. INSTRUCTIONAL ASSISTANTS

Instructional Assistants shall have dental benefits identical to that of the teachers and secretaries, except that coverage shall be for the employee only.

C. PRESCRIPTION DRUGS

I. TEACHERS and SECRETARIES

Prescription Drug (including contraceptives) program with a payment schedule as follows:

The co-pay shall be \$5 for generic drugs, \$10 for preferred name brand drugs and \$20 for non-preferred name brand drugs. The mail order cost shall be \$5, but will cover a 90 day supply of generic, preferred or non-preferred name brand drugs.

II. INSTRUCTIONAL ASSISTANTS

Instructional Assistants shall have prescription drug benefits identical to that of the teachers and secretaries, except that coverage shall be for the employee only.

D. BOARD RIGHT TO CHANGE CARRIERS

The Association agrees that the Board may change insurance carriers upon written notification to the Association provided that the benefit levels are equal to or better than those being provided at such time. The Association does not agree that the Board may self-insure without the Association's consent.

E. BOARD RIGHT TO OFFER ALTERNATIVE PLANS

The Board's health insurance carrier may provide alternate forms of insurance coverage. Individual teachers may select such alternatives on a voluntary basis.

F. OPTING OUT OF BENEFIT PACKAGE

Teachers and secretaries with family health coverage, who decide not to continue such coverage, shall receive a lump sum check in the amount of \$4,200 annually in the last pay check of the year. The amount shall be pro-rated for teachers and secretaries who "opt out" for a portion of a fiscal year.

Any Instructional Assistant who opts not to accept this coverage shall receive \$2,100 annually as a lump sum in the last pay check of the year. The amount shall be pro-rated for assistants who "opt out" for a portion of a fiscal year.

G. SECTION 125 BENEFIT

The Board shall create and maintain an IRS Code 125 Plan.

ARTICLE XXI

PERSONAL AND ACADEMIC FREEDOM

Teaching of Controversial Issues

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 the consideration of all the pertinent factors involved.

The school treatment of such questions should not only promote fair and many-sided study of I, those questions, it should also help the student develop techniques for considering and studying controversial questions...techniques which it is hoped he will habitually use in later life.

The proper avenues by which arguments on controversial questions should reach the students in school are the teachers holding appropriate certificates, the students themselves, and the materials furnished by the Board of Education.

No individual or group other than the school staff can claim the right to present arguments directly to students in the school. Such a "right" would make the schools battlegrounds for dozens of kinds of controversies fostered by groups interested primarily in promoting their viewpoints or interests.

Citizens have a right to assume that controversial questions are being presented fairly and studied impartially and to protest to the Board of Education if convinced that they are not.

Therefore, in view of the foregoing, it will be the policy of the West Orange school system to include in certain courses from time to time, controversial questions to be studied under prescribed conditions.

The decision as to whether a controversial question should become a matter for school study shall be based on such considerations as the timeliness of the questions, the maturity of the students, the needs of the students, and the purposes of the school. The school shall determine how much time and how much emphasis shall be given the question.

In addition to the planned discussions of controversial questions there will be occasions when such questions will arise unexpectedly, The teachers shall have the responsibility of discerning the controversial nature of such questions and handling them accordingly, as suggested in the previous paragraph.

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

Indoctrination is not the purpose; rather, the purpose is to have the students see as fairly as possible all sides of the question, and all the factors and considerations involved. The teachers shall carefully avoid advocating any point of view or particular opinion.

The controversial question shall be handled in an appropriate setting by a teacher prepared for such a responsibility. Such a question is always related to many things, both in the past and the present, which are important or even essential to any profitable study of it.

A teacher will avoid going into a controversial question beyond his/her own depth. A student will be better uninformed about a question than misinformed about it.

Therefore, the Board of Education of the Township of West Orange makes it a matter of record that it endorses the teaching of selected controversial questions under the conditions prescribed above.

ARTICLE XXII

DUES AND DEDUCTIONS

A. Dues deduction shall be made in accordance with 52.14-159e of the New Jersey Statutes and New Jersey Board of Education Rules and Regulations. The authorization form for deduction shall be as established and deductions will be made in accordance with the following schedule:

1. For authorization received after August 1 or prior to October 1, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.
2. For authorization received after October 1 but prior to January 1, deductions should begin as of the February pay period and be based on five (5) equal deductions of the total amount.
3. For authorization received after January 1 or prior to February 15, the first deduction should begin with the March pay period, which places the employee on five (5) equal monthly deductions of the total amount.

B. Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements of Sections 2 (c)and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

The Association agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as a result of claims made by any employee relating to this paragraph and any payroll deductions made hereunder, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in the defense of the claim.

ARTICLE XXIII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that the Association, its representatives and affiliates shall be permitted to continue to exercise and enjoy any and all present privileges pertaining to the Association's activities, said privileges to be exercised in accordance with the Board's existing Rules and Regulations. Association business shall not conflict with normal assignments and duties.
- B. The rights and privileges granted to the Association and its representatives in this Agreement are granted only to the Association as the exclusive representative of the Teachers, Instructional Assistants and Secretaries and are not intended as a grant of any such rights and privileges to any other organization.
- C. The Board agrees that the Association may hold a meeting of its members at the conclusion of any regularly-scheduled faculty meeting.
- D. The Association President shall be granted five (5) days per year with full pay to attend to Association business.

ARTICLE XXIV

CURRICULUM COUNCIL

A. **Organization**

1. **Purpose**

The Superintendent will establish a Curriculum Council. The purpose of the Council shall be to recommend to the Superintendent for transmittal to the Board of Education

programs to best meet the needs of the students, the schools and the community. The council shall focus its activities on curriculum improvements and/or change.

2. Membership

The Council shall consist of five (5) representatives of the administration appointed by the Superintendent and five (5) representatives appointed by the President of the Association.

3. Committees

The Council shall be authorized to establish sub-committees or ad-hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

4. Individual Initiative for Suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

5. Rules of Procedure

The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.

6. Meetings

The Council shall meet at least once a month. The members of the Council shall be granted release time to attend two (2) Council meetings. The other eight (8) meetings will be held after school and compensated at the summer curriculum workshop rates.

B. Reports

1. Notification to the Superintendent of Schools

All reports or recommendations of the Council shall be referred to the Superintendent of Schools for transmittal to the Board. If the Superintendent has comments to any such reports or recommendations, he shall state the same in writing to the Council within twenty (20) school days of receipt.

After review by the Council of the Superintendent's comments, its reports or recommendations shall be forwarded to the Superintendent who shall transmit them to the Board within fifteen (15) school days of receipt.

2. Minority Reports

Reports of the Council or any sub-committee established by the Council may include minority as well as majority views.

C. Budget

As soon as possible, the Council shall submit to the Board of Education, through the Superintendent of Schools, a proposed budget (for committee activity) for the ensuing school year.

D. Clerical Assistance

The Superintendent shall approve secretarial and clerical assistance for the Council subject to budget limitations.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

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

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

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so at the following addresses:

1. If by Association, to Board at 179 Eagle Rock Avenue, West Orange.
2. If by Board, to Association at 733 Eagle Rock Avenue, West Orange.

D. Unless otherwise expressly agreed between the parties, all Joint Committees created or continued under this Agreement shall consist of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. Each committee shall establish its own rules of procedure and shall provide for election of a chairperson by the members of the Committee.

E. The shared cost of printing the Agreement shall be prorated by the number of copies requested by each party.

IN WITNESS THEREOF, The Board and the Association have caused this Agreement to be signed as of the date first above-mentioned.

BOARD OF EDUCATION
TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX

WEST ORANGE
EDUCATION ASSOCIATION

By: _____
PAUL M. PETIGROW, President

By: _____
NICHOLAS M. GALANTE, President

By: _____
MARK A. KENNEY, Secretary

By: _____
PATRICK A. GALANTE, Secretary

**SCHEDULE A
2004-2005
TEACHERS SALARY GUIDE**

Regular Guide

New Step	Training Level							
	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+48	DR
1	40,184	40,802	42,055	43,021	45,255	48,777	49,826	52,036
2	40,984	42,302	43,805	44,621	47,105	50,627	51,676	53,886
3	42,484	44,277	46,405	47,296	50,105	53,427	54,476	56,686
4	44,084	46,623	49,3	50,178	53,205	56,602	57,661	59,871
5	45,874	49,174	52,699	53,480	56,689	60,214	61,272	63,482
6	48,674	52,380	56,311	57,092	60,401	63,925	64,984	67,194
7	52,579	56,861	60,875	61,622	65,282	68,883	69,993	72,209
8	58,604	62,886	67,025	67,772	71,482	75,133	76,268	78,534
9	64,709	68,991	73,275	74,122	77,857	81,608	82,743	85,034

Special Services Guide

77,818	81,729	85,642	86,922	89,238
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Longevity

Paid on completion of 14 - 18 years in West Orange	3,931
Paid on completion of 19 - 23 years in West Orange	5,059
Paid on completion of 24 - 28 years in West Orange	6,193
Paid on completion of 29 -32 years in West Orange	7,328

**SCHEDULE A
2005-2006
TEACHERS SALARY GUIDE**

Regular Guide

Step	Training Level							
	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+48	DR
1	41,614	41,992	43,313	44,116	46,628	50,126	51,155	53,471
2	42,114	42,642	44,213	45,016	47,528	51,026	52,080	54,396
3	42,914	44,292	46,413	47,316	50,128	53,451	54,505	56,821
4	44,414	46,638	49,415	50,198	53,228	56,626	57,690	60,006
5	46,204	49,189	52,717	53,500	56,712	60,238	61,301	63,617
6	48,704	52,395	56,329	57,112	60,424	63,949	65,013	67,329
7	52,604	56,876	60,893	61,642	65,305	68,907	70,022	72,344
8	58,629	62,901	67,043	67,792	71,505	75,157	76,297	78,669
9	66,146	70,523	74,901	75,768	79,586	83,420	84,580	86,922

Special Services Guide

	79,545	83,543	87,543	88,852	91,220
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Longevity

Paid on completion of 14 - 18 years in West Orange	4,110
Paid on completion of 19 - 23 years in West Orange	5,289
Paid on completion of 24 - 28 years in West Orange	6,475
Paid on completion of 29 -32 years in West Orange	7,662

**SCHEDULE A
2006-2007
TEACHERS SALARY GUIDE**

Regular Guide

		Training Level							
Step		BA	BA+16	BA+32	MA	MA+16	MA+32	MA+48	DR
1		42,561	43,262	45,112	45,854	48,891	52,297	53,354	55,661
2		43,161	44,262	46,112	46,854	49,891	53,297	54,354	56,661
3		43,861	45,262	47,737	48,479	51,516	54,922	55,979	58,311
4		44,736	46,672	49,457	50,239	53,276	56,682	57,764	60,096
5		46,236	49,223	52,759	53,541	56,760	60,294	61,375	63,707
6		48,736	52,429	56,371	57,153	60,472	64,005	65,087	67,419
7		52,636	56,910	60,935	61,683	65,353	69,005	70,112	72,469
8		58,636	62,935	67,085	67,833	71,553	75,210	76,337	78,694
	NEW								
9	STEP	62,926	67,405	71,885	72,638	76,498	80,335	81,437	83,809
10		67,700	72,180	76,662	77,548	81,456	85,380	86,567	88,964

Special Services Guide

81,414	85,506	89,601	90,940	93,363
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Longevity

Paid on completion of 14 - 18 years in West Orange	4,287
Paid on completion of 19 - 23 years in West Orange	5,517
Paid on completion of 24 - 28 years in West Orange	6,753
Paid on completion of 29 -32 years in West Orange	8,000

**SCHEDULE B
2004-2005
SECRETARIES SALARY GUIDE**

Training Level

	1	2	3	4	5
1	22,279	26,752	28,089	30,761	33,484
2	23,320	28,002	29,401	32,199	35,047
3	24,528	29,452	30,924	33,866	36,859
4	25,777	30,952	32,499	35,591	38,734
5	27,027	32,452	34,074	37,316	40,609
6	28,401	34,102	35,806	39,214	42,672
7	29,901	35,902	37,696	41,282	45,087
8	32,661	39,206	41,172	45,205	49,337
9	36,086	43,321	45,487	49,820	54,152

Paid on completion of 14 - 18 years in West Orange	3,441
Paid on completion of 19 - 23 years in West Orange	4,575
Paid on completion of 24 - 28 years in West Orange	5,746
Paid on completion of 29 -32 years in West Orange	6,896

**SCHEDULE B
2005-2006
SECRETARIES SALARY GUIDE**

Training Level

	1	2	3	4	5
1	22,624	27,263	28,655	31,435	34,256
2	23,574	28,363	29,805	32,635	35,506
3	24,574	29,513	31,005	33,960	36,981
4	25,823	31,013	32,580	35,685	38,856
5	27,073	32,513	34,155	37,408	40,731
6	28,447	34,163	35,887	39,308	42,794
7	29,947	35,963	37,777	41,376	45,194
8	32,707	39,253	41,252	45,301	49,454
9	36,887	44,283	46,497	50,926	55,354

Paid on completion of 14 - 18 years in West Orange	3,597
Paid on completion of 19 - 23 years in West Orange	4,783
Paid on completion of 24 - 28 years in West Orange	6,008
Paid on completion of 29 -32 years in West Orange	7,210

**SCHEDULE B
2006-2007
SECRETARIES SALARY GUIDE**

Training Level					
	1	2	3	4	5
1	22,883	27,776	29,146	32,117	35,140
2	23,833	28,776	30,196	33,217	36,290
3	24,833	29,826	31,296	34,367	37,490
4	25,833	31,026	32,596	35,717	38,890
5	27,083	32,526	34,171	37,440	40,765
6	28,457	34,176	35,903	39,340	42,828
7	29,957	35,976	37,793	41,415	45,478
8	32,717	39,266	41,268	45,315	49,478
9 New	35,207	42,276	44,268	48,715	52,958
10	37,754	45,323	47,590	52,122	56,655

Paid on completion of 14 - 18 years in West Orange	3,752
Paid on completion of 19 - 23 years in West Orange	4,989
Paid on completion of 24 - 28 years in West Orange	6,266
Paid on completion of 29 -32 years in West Orange	7,520

**SCHEDULE C
2004-2005
INSTRUCTIONAL ASSISTANTS SALARY GUIDES**

Step	Training Level		
	Non-Deg	BA	MA
1	20,664	21,684	23,224
2	21,089	22,134	23,699
3	21,609	22,654	24,224
4	22,129	23,174	24,749
5	22,654	23,699	25,274
6	23,179	24,219	25,799
7	23,699	24,744	26,324
8	24,224	25,269	26,799
9	24,649	25,669	27,199

Paid on completion of 14 - 18 years in West Orange	666
Paid on completion of 19 - 23 years in West Orange	999
Paid on completion of 24 - 28 years in West Orange	1,331
Paid on completion of 29 -32 years in West Orange	1,664

**SCHEDULE C
2005-2006
INSTRUCTIONAL ASSISTANTS SALARY GUIDES**

Step	Training Level		
	Non-Deg	BA	MA
1	21,200	22,260	23,866
2	21,600	22,670	24,281
3	22,050	23,140	24,776
4	22,592	23,685	25,326
5	23,134	24,227	25,876
6	23,684	24,777	26,421
7	24,234	25,322	26,971
8	24,774	25,872	27,521
9	25,204	26,247	27,811

Paid on completion of 14 - 18 years in West Orange	696
Paid on completion of 19 - 23 years in West Orange	1,044
Paid on completion of 24 - 28 years in West Orange	1,392
Paid on completion of 29 -32 years in West Orange	1,740

**SCHEDULE C
2006-2007
INSTRUCTIONAL ASSISTANTS SALARY GUIDES**

Step	Training Level		
	Non-Deg	BA	MA
1	22,101	23,232	24,957
2	22,301	23,432	25,157
3	22,601	23,732	25,457
4	23,001	24,132	25,857
5	23,561	24,692	26,417
6	24,136	25,267	26,992
7	24,711	25,842	27,567
8	25,271	26,402	28,092
9 New	25,521	26,612	28,252
10	25,771	26,837	28,437

Paid on completion of 14 - 18 years in West Orange	726
Paid on completion of 19 - 23 years in West Orange	1,089
Paid on completion of 24 - 28 years in West Orange	1,451
Paid on completion of 29 -32 years in West Orange	1,815

SCHEDULE D

CO-CURRICULAR STIPENDS

High School	2004-2005	2005-2006	2006-2007
Academic Quiz Team	1592	1664	1736
Audio-Visual Aide Advisor	3675	3842	4007
Chess Club Advisor	1066	1114	1162
Color Guard	2394	2503	2611
Director / Musical	3142	3285	3426
Producer / Musical	1592	1664	1736
Pit Orchestra Director / Musical	1066	1114	1162
Vocal Director / Musical	1066	1114	1162
ESL Club	1066	1114	1162
FLES Spanish	1066	1114	1162
FLES Italian	1066	1114	1162
FLES French	1066	1114	1162
French Club	1592	1664	1736
Italian Club	1592	1664	1736
Spanish Club	1592	1664	1736
Senior Class Advisor	3142	3285	3426
Junior Class Advisor	3142	3285	3426
Soph. Class Advisor	1592	1664	1736
Freshman Class Advisor	1592	1664	1736
Future Busin. Leaders of Amer.	1066	1114	1162
Future Homemakers of Amer.	1066	1114	1162
Health Careers Club Adv.	1066	1114	1162
Interact Club	1066	1114	1162
Jazz Band	1592	1664	1736
Junior States of America	1066	1114	1162
Key Club	1066	1114	1162
Literary Magazine	1066	1114	1162
Mens Step Team	2741	2867	2998
Show Choir	1066	1114	1162
Math Team Adv.	1592	1664	1736
Mock Trial	1066	1114	1162
Model Congress Adv	1066	1114	1162
National Honor Society NHS	1066	1114	1162
Newspaper Adv.	2621	2741	2858

SCHEDULE D CONTINUED	2004-05	2005-06	2006-07
Science Team	1592	1664	1736
Student Council	3675	3842	4007
Technology Students Assn	1066	1114	1162
Drama Club		1114	1162
Unity Club	1066	1114	1162
Yearbook Advisor	3142	3285	3426
Project Adventure Coordinator	1066	1114	1162
Jazz Band 2	1592	1664	1736
Drill Team	2741	2865	2988
Conflict Resolution Advisor	1066	1114	1162
Photography Club	1066	1114	1162
Students United	1066	1114	1162
Model UN Club	1066	1114	1162
Smoke Quitters	1066	1114	1162
Chef's Club	1066	1114	1162
French Honor Society	609	636	664
Spanish Honor Society	609	636	664
Italian Honor Society	609	636	664
Pep Club	1066	1114	1162
SEED (2)	1066	1114	1162
Royal Strings	1592	1664	1736
Screenwriting Society	1066	1114	1162
Anime Club		1114	1162
Design Technology Club		1114	1162
Ultimate Frisbee Club		1114	1162
Future Educators of America		1114	1162

SCHEDULE D CONTINUED	2004-05	2005-06	2006-07
Edison Middle			
Student Council Advisor	2047	2140	2232
Dramatics Advisor (Director)	2047	2140	2232
Newspaper Advisor	1592	1664	1736
Yearbook Advisor	1592	1664	1736
Stage Band Advisor	1066	1114	1162
Literary Magazine Advisor	1066	1114	1162
Service Club Advisor	1066	1114	1162
Audio-Visual Aides Advisor	2047	2140	2232
Academically Speaking Advisor	2047	2140	2232
Unity Club Advisor	1066	1114	1162
Science Club	1066	1114	1162
Conflict Resolution Advisor	1066	1114	1162
Roosevelt and Liberty Middle			
Student Council Advisor	2047	2140	2232
Dramatics Advisor (Director)	2047	2140	2232
Newspaper Advisor	1592	1664	1736
Yearbook Advisor	1592	1664	1736
Stage Band Advisor	1066	1114	1162
Literary Magazine Advisor	1066	1114	1162
Service Club Advisor	1066	1114	1162
Audio-Visual Aides Advisor	2047	2140	2232
Academically Speaking Advisor	2047	2140	2232
Honor Band	1066	1115	1166
Unity Club Advisor	1066	1114	1162
Science Club	1066	1114	1162
Conflict Resolution Advisor	1066	1114	1162
Totally Tech	1066	1114	1162
Chamber Chorus	1066	1114	1162
Elementary Schools			
Student Council Advisors (7)	1066	1114	1162
Conflict Resolution Advisor (7)	1066	1114	1162

**SCHEDULE E
COACHING STIPENDS**

	2004-05	2005-2006	2006-2007
Athletic Trainer			
Site Manager	18,890	19749	20598
Head Football	10,457	10933	11403
1st Assistant (2)	8,373	8754	9131
Assistant (5)	7,841	8198	8550
Head Boys' Soccer	8,373	8754	9131
Asst. Boys' Soc. (3)	6,297	6583	6867
Head Girls' Soccer	8,373	8754	9131
Asst. Girls' Soccer (2) (3)	6,297	6583	6867
Head Boys' Basketb.	8,373	8754	9131
Asst. Boys' Bball (2)	6,297	6583	6867
Head Girls' Basketb.	8,373	8754	9131
Asst. Girls' Bball (2)	6,297	6583	6867
Head Wrestling	8,373	8754	9131
Asst. Wrestling (2)	6,297	6583	6867
Head Ice Hockey	8,373	8754	9131
Asst. Ice Hockey	6,297	6583	6867
Head Baseball	8,373	8754	9131
Asst. Baseball (3)	6,297	6583	6867
Head Softball	8,373	8754	9131
Asst. Softball (3)	6,297	6583	6867
Head Track Boys	8,373	8754	9131
Head Track Girls	8,373	8754	9131
Asst. Track (6)	6,297	6583	6867
Head Cross Country	6,297	6583	6867
Asst. Cross Country	4,740	4956	5169
Head Swimming	8,373	8754	9131
Asst. Swimming	6,297	6583	6867
Head Boys' Tennis	4,740	4956	5169
Asst. Boys Tennis	3,675	3842	4007
Head Girls' Tennis	4,740	4956	5169
Asst. Girls Tennis	3,675	3842	4007
Head Indoor Track	8,373	8754	9131
Asst. Indoor Track	4,740	4956	5169
Head Bowling	4,740	4956	5169

SCHEDULE E CONT'D	2004-05	2005-06	2006-07
Head Golf	4,740	4956	5169
Weight Training (5) (3)	2,791	2918	3043
Marching Band Dir.	9,923	10375	10821
Asst March. Band Dir. (4)	3,675	3842	4007
Head Cheerleading	12,581	13154	13719
Asst. Cheerleading (2)	9,475	9906	10332
Head Lacrosse	8,373	8754	9131
Asst Lacrosse	6,297	6583	6867
Head Volleyball	8,373	8754	9131
Asst. Volleyball (2)	6,297	6583	6867
Summer Weight Training	2,791	2918	3043

ROOSEVELT and LIBERTY MIDDLE SCHOOLS

Boy's Soccer (2)	3,675	3842	4007
Girl's Soccer (2)	3,675	3842	4007
Boys' Basketball (2)	3,675	3842	4007
Girls' Basketball (2)	3,675	3842	4007
Baseball (2)	3,675	3842	4007
Softball (2)	3,675	3842	4007
X-Country (1 combo team)	3,675	3842	4007
Cheerleading (2)	3,675	3842	4007
Wrestling (2)	3,675	3842	4007

APPENDIX A

CURRICULUM WRITING PROJECT
RECORD KEEPING FORM

Curriculum being written: _____
Teacher Name: _____
Supervisor in Charge: _____
Estimated Number of Hours for Completion of Project: _____

Dates of conferences / Status / Instruction By Supervisor

5 hour Date: _____

Instruction:

- _____ Continue until completion of next 5 hour period, no additional time anticipated.
- _____ Stop and deliver portion of project completed. Submit voucher for time to date.
- _____ Need for additional time anticipated. Continue until next 5 hour period.
_____ additional hours are hereby authorized.

Supervisor

Teacher

10 hour Date: _____

Instruction:

- _____ Continue until completion of next 5 hour period, no additional time anticipated.
- _____ Stop and deliver portion of project completed. Submit voucher for time to date.
- _____ Need for additional time anticipated. Continue until next 5 hour period.
_____ additional hours are hereby authorized.

Supervisor

Teacher

15 hour Date: _____

Instruction:

- _____ Continue until completion of next 5 hour period, no additional time anticipated.
- _____ Stop and deliver portion of project completed. Submit voucher for time to date.
- _____ Need for additional time anticipated. Continue until next 5 hour period.
_____ additional hours are hereby authorized.

Supervisor

Teacher
