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ORANGE PUBLIC SCHOOLS

Orange, New Jersey

PERSONNEL AGREEMENT

Jointly Developed by:

ORANGE BOARD OF EDUCATION

ORANGE EDUCATION ASSOCIATION

1970-72





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## RECOGNITION

- A. The Orange Board of Education recognizes the Orange Education Association as the official representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel under contract.
  
- B. The Board of Education shall provide a method whereby the certificated personnel through their official representatives, the Superintendent, and a committee of the Board of Education shall jointly develop personnel policies for presentation to the Board.
  - 1. The Orange Board of Education and the Orange Education Association agree to enter into negotiations in a good-faith effort to reach agreement on matters concerning terms and conditions of teacher employment. Unless otherwise indicated, the term "teachers," when used hereinafter in this agreement, shall refer to all certificated employees listed below represented by the Association in the negotiating unit, and references to male teachers shall include female teachers. Principals and Vice-Principals shall be excluded unless determined by PERC that they should appropriately be a part of this bargaining unit but subject to the right of either party to appeal for a decision specifically relating to the Orange School System. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association.
  
  - 2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and to make counter proposals in the course of negotiations subject to the approval of the full Board of Education and membership of the Orange Education Association.

- C. The Board of Education shall schedule two meetings a year with representatives of the Orange Education Association, preferably in November and April, in order to discuss informally whatever appropriate topics either group may wish to introduce. Either party may submit an agenda at least two weeks in advance.
- D. Personnel policies of the Board of Education shall include a procedure for the presentation, consideration, and settlement of grievances.
- E. The Association shall work with the Superintendent of Schools to stimulate professional growth through in-service courses, professional meetings, workshops, or any other activities which the board deems advantageous.

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time all available published information concerning the district.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal (or the person in charge) of the building in question shall be notified in advance of the time and place of all such meetings. Approval by the principal (or the person in charge) or superintendent of schools shall be required.

- E. Orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association assuming equally such costs as may be mutually agreed upon during the planning of such programs. The school board shall not assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education

PROCEDURE FOR THE PRESENTATION,  
CONSIDERATION, AND SETTLEMENT  
OF GRIEVANCES

- A. *Definition:* A "grievance" is a claim based upon an event or condition which adversely affects the welfare and/or terms and conditions of employment of certificated personnel.

- B. *Procedure:*

1. All grievances and decisions shall be rendered in writing.
2. Any individual member (or group of members) of the certificated personnel shall have the right to appeal the application of policies and administrative decisions affecting him, through recognized administrative channels without fear of prejudicial action.
3. He shall have the right to present his own appeal or to designate a representative of the Orange Education Association or another person of his own choosing.

This representative upon receipt of a letter of authorization may request records which are pertinent to the issue in question.

4. He shall present his grievance in writing to his immediate superior and, if necessary, continue the appeal to the next person in line until reaching the Superintendent of Schools. The immediate superior and each in line thereafter shall render a decision in writing within five (5) school days. The Superintendent of Schools shall render a decision in writing within five (5) school days.



*Example:* Elementary teachers report grievances first to their principal. Traveling Specialists report grievances to their supervisors. High School teachers report grievances to their department heads and then the principal.

5. If the aggrieved person is not satisfied with the disposition of his grievance at Step 4, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Professional Relations and Responsibilities Committee within five (5) school days after the decision at Step 4 or ten (10) school days after grievance was presented, whichever is sooner

6. Within five (5) school days after receiving the written grievance the chairman of the Professional Relations and Responsibilities Committee shall refer it to the Superintendent of Schools with the objective of an informal solution.

7. If the aggrieved person is not satisfied with the disposition of his grievance at level five (5), or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he may within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered, whichever is sooner, request in writing that the Chairman of the Professional Relations and Responsibilities Committee submit the grievance to the Board of Education. The Board of Education shall render a decision in writing within thirty (30) days after hearing a grievance.

## TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in negotiations

and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause except as may be provided by law. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance herein set forth.

## TEACHING HOURS AND TEACHING LOAD

- A. Length of School Day
  - 1. The length of the teaching day shall be of a time necessary to meet their responsibilities as professional employees.
  - 2. Teachers shall be on duty fifteen (15) minutes before school begins and remain after the dismissal of their classes as the discharge of their professional responsibilities requires.

3. All teachers shall have a duty-free lunch period daily, with no teacher having fewer than thirty (30) minutes.

4. Building-based teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings. Teachers may suggest items for the agenda of faculty or other professional meetings. The frequency and length of these meetings shall be reasonable and productive of better education.

B. Teaching Hours

1. All secondary school teachers shall have at least one (1) regular class period of preparation time each school day during which time they shall not be assigned to other duties except in an emergency.

2. An elementary teacher may leave or remain in his classroom when a special teacher is in charge of the class. The time a special teacher is in the classroom may be used by the regular teacher as preparation time.

C. Teaching Load

Reasonable duties assigned teachers in areas of their interest and competence over and beyond their teaching duties performed during the normal school day shall be counted as part of their teaching responsibility.

D. Every teacher should take at least 4 points of college credits every two years or the equivalent which will be offered by the Board of Education. Upon successful completion of approved graduate course work with at least B or better grades, the Board shall reimburse the teacher \$20.00 per credit.

E. The term of employment shall be between September 1st and June 30th. First year teachers shall be available a week before school opens for orientation programs.

## CLASS SIZE

A. The optimum number of pupils per teacher shall be as follows:

<i>Elementary School</i>	<i>Optimum</i>
Kindergarten .....	25 by 1970
First Grade through Third Grade .....	22 by 1971
Fourth Grade through Eighth Grade .....	25 if possible

B. Exceptions to the provisions of Section A above may be made only if it is necessary to do so in the best interests of the educational process. Schools with teams shall have the same ratio as indicated in A 1 above. Specific educational needs may require various class size groupings but the ratio per group of teachers shall remain if possible.

## SALARIES

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.

B. 1. Teachers employed on a twelve (12) month basis shall have the option of being paid in twenty-four (24) semi-monthly installments or in twelve (12) monthly installments.

2. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments or ten (10) equal monthly installments.

3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

5. All school personnel approved by the Board to use their motor vehicles for school business shall be compensated at the rate set by the Board.

### TEACHER ASSIGNMENT

- A. Notice of all transfers shall be given in writing before the end of the preceding school year; if this is not possible, a written notice shall be mailed to the teacher.
- B. The number of different rooms to which a teacher is assigned for teaching shall be held to the minimum.
- C. All openings for promotional positions and for positions paying salary differentials shall be adequately published in every school. All qualified teachers shall be given an opportunity to make application for such position.

### TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. All formal evaluations shall be made by properly recognized professional personnel in the areas in which teachers are evaluated.
- C. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluator.

### LEAVES OF ABSENCE

#### *Sabbatical Leave (Not more than 2% of Staff)*

- A. Any member of the certificated personnel who has completed seven or more years of continuous full-time service in the Orange School System may, upon recommendation of the Superintendent of Schools, be granted a leave of absence for one year by the Orange Board of Education to:

1. Study in an accredited university.
  2. Study problems connected with the schools or within the professional's area of responsibility in independent investigation.
  3. Take time for any other purpose, including travel, if approved by the Board of Education.
- B. After each subsequent period of seven or more years, a further leave may be granted.
- C. Such leaves are subject to the following conditions:
1. Such requests must be made in writing and presented to the Board of Education prior to January the first preceding the school year for which the leave is requested.
  2. The salary for a full year's leave shall be one-half the annual salary fixed by the Board of Education. Regular deductions shall be made plus those authorized by the member on leave.
  3. The member of the certificated personnel being granted such a leave shall advance to the next step on the salary guide and shall suffer no change in tenure rights.
  4. The member of the certificated personnel being granted such a leave shall agree to continue in the service of the Orange Board of Education for a period of at least two years following his return. All members granted such leave shall be returned to the same school and grade, if possible.
  5. In the event that the member does not return for a period of at least two years, he shall reimburse the Board to the extent of his payments during the sabbatical leave.
  6. If there should occur any physical incapacity during this time, the Board of Education may relieve him of such obligation.
  7. Upon returning from granted leave of absence the following will be required:

- a. A written evaluation of courses taken and their application to his or her assigned school duties should be made to the Superintendent. This written report shall be submitted by November 1st to the Superintendent of Schools.
- b. Those who have traveled shall prepare with appropriate documentation a lecture, or lectures, on areas of interest for use by faculty and students.

### *Maternity Leave*

- A. All maternity leaves or adoption leaves granted by the Board shall be for a period of one year, excepting that no teacher will be permitted to return during any school term but must resume employment at the beginning of the next school term in September following the expiration of the one-year period.
- B. Any teacher must begin the leave after five months of pregnancy unless this occurs within three weeks of the closing of the school term, in which case she will be permitted to finish the school year.

### *Health and Hardship Leave*

- A. Upon the recommendation of the Superintendent, the Board of Education may permit members of the certified personnel to take leaves of not more than one year for restoration of health or the alleviation of hardship involving themselves or their immediate families.
- B. The following regulations shall apply:
  1. The employee shall have acquired tenure in the Orange School District.
  2. A physician shall certify that the leave is necessary for the restoration of health; or a physician, minister or other responsible person shall certify that the leave is necessary for the alleviation of hardship.

3. No salary shall be paid during the term of leave except as covered in Personal Illness.
4. Leaves will be granted so that an employee will return to his assignment at the beginning of a school year.
5. The leave shall not count as experience credit toward a higher step on the salary guide.

#### *Convention Leave*

- A. When it is evident that convention or conference attendance will contribute to the effectiveness of the instructional program, the Superintendent of Schools, with reasonable limitations as to time and the number of the certified personnel involved, may grant convention or conference leave.
- B. Expenses of attendance at conventions may be paid by the Board of Education with Board approval.
- C. Certificated personnel interested in convention or conference attendance should estimate the expenses thereof, secure the approval of their principal and file their request with the Superintendent of Schools thirty (30) days in advance.

#### *Peace Corps Leave*

- A. Leave of absence up to two years shall be granted to any member of the certificated personnel under tenure who joins a Peace Corps program as a full time participant in such program.
- B. Compensation for such services shall be paid by the United States Government, except that any period so served shall be applied to the salary schedule agreed upon by the Orange Education Association and the Board of Education upon the resumption of service in the Orange Public School System.



### *Personal Illness*

- A. For the first 10 years of service in the Orange Public Schools all members of the certificated personnel shall be entitled to 10 days absence each year with full pay for personal illness.
- B. After 10 years they shall be entitled to 15 days absence each year with full pay.
- C. Any unused days shall be accumulated as follows:
  - a. For the first 10 years up to 10 days per year
  - b. After 10 years up to 15 days per year
- D. In the event of excessive absenteeism the Superintendent may require that a teacher file a physician's certificate with the Board Secretary/Business Manager by way of the principal of the school where employed.
- E. Payment for absence beyond accumulated days shall be salary less substitute pay not exceeding 90 working days.

### *Personal Business*

- A. Definition: Business that must be conducted on a school day at which the employee's presence is necessary. This personal business, of necessity, cannot be taken care of during vacations or days when school is not in session.
- B. Each employee shall be entitled to 3 days absence with full pay for personal business. Advance notice shall be given, whenever possible. Personal business days may not be taken the day immediately preceding or immediately following a school vacation without permission of the Superintendent of Schools.
- C. Each Teacher may request one day for professional visitation, with approval of principal and Superintendent of Schools.

### *Absences — Death*

- A. Absences due to a death in the employee's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay for a period not exceeding 5 school days in each such case.

- B. Absences due to death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law or other relative not living with the immediate family of an employee will be allowed, with pay, for the day of the funeral.

*Absences — Miscellaneous*

Other leaves of absence with pay may be granted by the Superintendent for good reason with the approval of the Board of Education.

### ACCIDENTS ON SCHOOL PROPERTY

- A. In Workmen's Compensation cases, when an employee has been injured while on duty, his absence shall not be counted against his sick leave for one year. All medical bills shall be presented to the Board of Education for payment.
- B. If the resulting disability requires a lengthy convalescence, the Board of Education shall pay full salary in accordance with Title 18:13-23.17.

### BENEFITS PROVIDED BY THE ORANGE BOARD OF EDUCATION

- A. The Orange Board of Education offers certain advantages to its employees other than salary.
  - 1. For instance the Board pays to its employees the premium for all employees (no dependents) in the New Jersey State Health Plan which includes basic coverage in Blue Cross, Blue Shield.
  - 2. Major Medical Insurance is paid for teachers and their dependents.
- B. The Board also offers participation in variable and straight annuity plans, tax sheltered annuities, Washington National sickness insurance, contributory life insurance, Non-contributory life insurance, personal loans through pension funds, regular pension funds and makes all of the necessary deductions and remittances.

## MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board policy.
- B. The Orange Education Association recognizes its unique and favorable role as a teacher organization and its responsibility to promote, enhance or otherwise encourage high standards of professional conduct, performance or attainment among its membership. Towards this end, the Association pledges to diligently encourage excellence in professional conduct among its members taking whatever steps are necessary as a professional body to effect these aims.
- C. 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 be deemed invalid and subsisting, except to the extent permitted by law; and all other provisions or applications shall continue in full force and effect.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by Association, to Board at 369 Main Street  
Orange, New Jersey
  - 2. If by Board, to Association at 209 Springfield Road  
Elizabeth, New Jersey

## SALARY DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its teachers dues for the Orange Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Orange Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues.
  2. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

## DURATION OF AGREEMENT

- A. This Agreement shall be Effective as of July 1, 1970, and shall continue in effect until June 30, 1972. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. The matter of salary contract and fringe benefits shall be specifically exempted from this agreement as of June 30, 1971.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

### ORANGE EDUCATION ASSOCIATION

By Madeline D. Messner, *President*

By Ann A. Coleman, *Secretary*

### ORANGE BOARD OF EDUCATION

By Frank W. Smith, *President*

By William F. Brown, Jr., *Secretary*  
*and Business Administrator*

**SCHEDULE A**  
**ORANGE PUBLIC SCHOOLS**  
**SALARY GUIDE**  
 1970 - 1971

STEPS	4 YEAR	4 + 15	M. A.	M. A. + 15	6 YEAR	DOCTORATE
1	7800	8100	8500	8700	9100	9600
2	8150	8475	8850	9050	9450	9950
3	8500	8850	9200	9400	9800	10300
4	8850	9175	9550	9750	10150	10650
5	9200	9500	9900	10100	10500	11000
6	9550	9850	10250	10450	10850	11350
7	9900	10200	10600	10800	11200	11700
8	10300	10600	11000	11200	11600	12050
9	10700	11000	11400	11600	12050	12400
10	11100	11400	11800	12025	12500	12800
11	11500	11800	12200	12450	12950	13200
12	11900	12200	12600	12875	13400	13600
13	12300	12600	13050	13350	13850	14150
14	12700	13150	13500	13800	14300	14700
15			14000	14400	14750	15150
16					15200	15600

Longevity same as present 25 years in Orange — Add \$200.00.

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