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AGREEMENT

**BETWEEN THE
THIS BOOK DOES
NOT CIRCULATE**

**West Orange
Board of Education**

AND

**West Orange
Education Association**

**FOR THE
CONTRACT YEAR
1970 — 71**





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PREAMBLE

This Agreement entered into this Twenty-second day of June, 1970, by and between the Board of Education of the Town of West Orange, in the County of Essex, New Jersey, hereinafter called the "Board," and the West Orange Education Association, hereinafter called the "Association."

W I T N E S S E T H :

WHEREAS, the Board and the Association have carried on negotiations in order to implement the provisions of Chapter 303 of the Laws of 1968 (New Jersey Employer-Employee Relations Act) and to encourage and increase the effective and harmonious working relationships between the parties hereto; 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 majority representative in accordance with Chapter 303, Laws of 1968, for the following appropriate unit:

1. All teachers, nurses, guidance counselors, librarians, social workers and attendance officers.

a. All 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 or Coordinator are expressly excluded from the appropriate unit not only in their position as Director or Coordinator, but also in their position as delineated in Paragraph 1. This exclusion does not apply to Department Chairmen.

B. Unless otherwise indicated, the term "teachers," when used hereinafter in this 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. The execution of the within Agreement by the Association is not to be deemed a waiver of any appeal as to the unit set forth in Article 1A.

Article II

NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 not later than October 15, 1970.

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 representative 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 negotiation. 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 nor otherwise detract from any teacher benefit existing prior to its effective date.

Article III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by any teacher or group of teachers with respect to the interpretation, application, or violation of this Agreement and administrative decisions thereunder affecting such teacher, group of teachers, or the Association.

2. A "Grievant" is the person or persons making the complaint.

negotiated or executed this Agreement.

3. The term "Superintendent" shall mean the Superintendent of Schools or his designee.

B. Procedure

1. The procedures set forth hereafter shall not apply to:

a. A complaint of a nontenure teacher which arises by reason of his not being re-employed;
or

b. A complaint by any teacher occasioned by lack of appointment to or lack of retention in any position for which tenure either is not possible or not required.

c. Voluntary and involuntary transfers and reassignments.

2. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) calendar days from the time when the grievance arose.

3. a. 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 at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

b. It is understood that any teacher 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.

4. Any teacher who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level. The principal shall give his decision within five (5) school days.

5. The teacher, no later than fifteen (15) school days after receipt of the decision of his principal, which decision shall set forth the reasons for the decision, may appeal the decision to the Superintendent of Schools. 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 dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the grievant and to the Association.

6. If a decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant and he wishes further review of the grievance, he shall so notify the Association within 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 Association and the Board, through their representatives, shall meet to select an impartial arbitrator and in case agreement cannot be reached appointing such impartial arbitrator the American Arbitration Association shall be asked to submit a panel of five (5) names of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration and if possible who should have experience or background in educational matters or in deciding educational disputes. Upon receipt of such a list the Board and the Association shall alternately strike off one name until one name is left. The Association shall strike the first name and in succeeding grievance cases the parties shall alternate which one shall strike the first name on the panel. 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.

7. Rights of Teachers to Representation:

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

b. When a teacher 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.

c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

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

9. 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 procedure may be completed as soon as it is practicable.

C. Costs

1. Each party will bear the total cost incurred by himself.

2. The fees and expenses of the arbitrator shall be shared by the two parties, and such costs shall be shared equally.

3. The time lost by a teacher due to the proceedings must either be without pay or charged to personal time.

D. Miscellaneous

1. 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 TEACHER RIGHTS

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

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

Article V TEACHING HOURS AND TEACHING LOAD

A. 1. 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 initial or a check mark in the appropriate column of the faculty "sign-in" roster.

2. Each teacher shall report for duty each morning no later than fifteen (15) minutes before the opening of school. On each day of the week, excepting Friday, or on days preceding holidays or vacations, teachers shall remain thirty (30) minutes after the last class each afternoon. On Fridays, or on days preceding holidays or vacations, the teachers' day shall

end at the close of the pupils' day. The foregoing time limits shall be subject to extension as may be reasonably necessary for the purpose of providing special help to pupils, assisting with extra curricular activities, attending staff meetings, and performing other duties assigned by the principal.

B. 1. The daily teaching load in the Junior and Senior High Schools shall not be more than six (6) assigned teaching periods. Assignment to cafeteria supervision or a supervised study period shall be considered an assigned teaching period.

2. A Junior or Senior High School teacher shall not be required to teach more than two (2) subject areas nor more than a total of three (3) different courses at any one time without being given additional preparation time within the school day as may be necessary for any such additional subject area or preparation period.

C. 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 in the school. Such duty-free lunch period shall be not less than thirty minutes except in a school where the lunch period for pupils is less than thirty minutes, in which case the duty-free lunch period shall be not less than the lunch period time allowed pupils.

2. 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, and if over 50% of the teachers have signed out during any lunch period permission must thereafter be obtained from the principal.

D. An Association representative may speak to the teachers at a regularly scheduled faculty meeting on the request of the representative.

E. A Joint Committee to study the area of compensation for co-curricular services has been established during the course of negotiations of this Agreement and shall continue to function after the effective date of this Agreement.

Article VI SALARIES

A. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

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

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

b. Any employee desiring to participate must complete the attached application form which is hereby adopted as the official application form by the Board of Education.

c. All such applications must be properly completed and submitted to the Secretary-School Business Administrator on or before July 15 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 hereto. Said termination agreement form is hereby adopted as the official termination agreement form.

e. The ten (10%) per cent of monthly salary deducted from any teacher's pay shall be credited to his account in the West Orange Teachers' Federal Credit Union.

B. Payment of Salaries:

1. All regular employees shall be paid one-half of the monthly salary on the fifteenth 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.

2. Teachers shall receive their final checks on the last working day in June.

C. Schedule 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. The referred to salaries are to be administered in accordance with the rules and regulations set forth on Schedule "B" which is attached hereto and made a part hereof.

SCHEDULE "A" — SALARY GUIDE

(Effective July 1, 1970)

Step	Bachelors	M.A. or 32 bey. Bachelors	M.A. plus 32 or Bachelors plus 64	Doctorate
1	\$ 7,700	\$ 8,600	\$ 9,300	\$10,000
2	7,900	8,800	9,500	10,200
3	8,150	9,050	9,750	10,450
4	8,550	9,450	10,150	10,850
5	8,900	9,800	10,500	11,200
6	9,250	10,150	10,850	11,550
7	9,600	10,500	11,200	11,900
8	9,950	10,850	11,550	12,250
9	10,300	11,200	11,900	12,600
10	10,700	11,600	12,300	13,000
11	11,100	12,000	12,700	13,400
12	11,600	12,500	13,200	13,900
13	12,300	13,300	14,000	14,700
14		13,650	14,500	15,200
15		14,300	15,000	15,700
16			15,500	16,200

SCHEDULE "B"

A. For the school year commencing July 1, 1970, all teachers shall move up not exceeding one step in accordance with Board Rules and Regulations. Teachers qualifying for Step #15

(MA etc.) or #16 (MA/32 etc. and Doctorate) shall be placed on such step at the commencement of the 1971 school year.

It is understood and agreed that the increase in amount for Step #15 (MA etc.) and Step #16 (MA/32 etc. and Doctorate) shall, for the school year 1971, be equal to at least the minimum increase for any other step in the relevant training level category of the salary guide excluding any increase resulting from the annual increment between the steps on such guide.

ILLUSTRATION:

Assume that effective July 1, 1971, the increase negotiated for Step #14 in the MA etc. column is \$500.00, making this step \$14,150.00, but that Steps 1 through 13 are increased by \$600.00 each. The increase for Step #15 in the MA etc. column will have to be at least \$500.00, so that teachers moving to such Step will receive at least \$14,800.00 for the school year commencing July 1, 1971. Assume further, that effective July 1, 1971, the increase negotiated for Step #14 in the MA/32 etc. column is \$400.00, making such Step \$14,900.00, and that all other Steps are increased by only \$300.00 each. The increase for Step #16 in the MA/32 etc. column will have to be at least \$300.00, so that teachers moving to such Step will receive at least \$15,800.00 for the school year commencing July 1, 1971.

B. Operation and Administration of the Salary Guides.

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

2. 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.

3. Four years of training shall be evidenced by a Bachelor's degree.

4. Five years of training shall be evidenced by a Master's degree, or thirty-two 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.

5. Six years of training shall be evidenced by thirty-two semester hours of approved graduate work beyond the Master's degree or its equivalent in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent of Schools.

6. The Doctor's degree shall be an earned degree from an educational institution accredited by the New Jersey State Department of Education for certification.

7. 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. Evidence of such change shall be submitted to the Superintendent of Schools not later than the first week of school in the following September and a new salary notification shall then be issued.

8. Each certificated employee, upon completing requirements for a higher training level and upon proper notification as provided in "7", 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 maximum for one training level shall be transferred to the new level and granted one additional step yearly until the new maximum is reached.

Article VII

NON-TEACHING DUTIES

A. SCHOOL COLLECTIONS. The collection of money or the raising of funds directly from pupils or through school projects shall be prohibited, except in the case of the Junior Red Cross, which is on a membership basis, and milk money, field trips and other similar school related activities.

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 FLIERS. Distribution of fliers shall be limited to those fliers which have been approved for distribution by the Superintendent of Schools. Such approval for fliers 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. Items of purely local interest shall be left to the discretion of the principal.

Article VIII TEACHER EMPLOYMENT

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

1. In no instance shall greater credit be allowed for services outside the West Orange school system than would be allowed for service within the system.

2. 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.

3. Up to five years of prior experience shall be granted for active military service (as defined in "2." 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.

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

B. To receive credit for one year of teaching experience, a teacher shall be under contract at least eight months of the school year. To receive credit for one-half year, a teacher shall be under contract for at least four months of the school year.

C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15, wherever practicable.

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 current school year.

2. In the event that changes in such schedules, class and/or subject assignments, building assignments, are proposed after such notification, and 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 all such travel at the rate of ten (10) cents per mile.

Article X VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

2. No later than May 1 of each school year, the Superintendent 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 instructional requirements and is for the best interest of the school system.

Article XI INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 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 with respect thereto. The Association recognizes that the transfer of teachers is the exclusive prerogative of the Board.

Article XII PROMOTIONS

A. Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility or any assignment to which an honorarium is attached. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable. 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 applications in writing to the Superintendent within the time limit specified in the notice.

2. The Superintendent shall, as far in advance as practicable, post a list of promotional positions to be filled during the summer period at the administration office, and a copy of said notice shall be given to the Association.

Article XIII

EVALUATION OF PROFESSIONAL STAFF

A. 1. 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.

2. Evaluation is to be annual for all professional personnel who do not have tenure in their present positions. It is to be each third year for those who have tenure; that is, reports are to be filed in the sixth, ninth, etc. year of teaching in the West Orange schools. An evaluation of a tenure teacher is to be made in other years whenever the administrator or supervisor believes that the evaluation would affect an administrative recommendation.

3. 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 has had an opportunity to see the report.

4. Any teacher who feels that he 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.

B. A Joint Evaluation Study Committee shall be established as soon as possible after the effective date of this Agreement.

Article XIV

TEACHER FACILITIES

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

Article XV

SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. All full-time employees shall be allowed ten days or two calendar week's absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, 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.

B. Full-time employees shall be credited with five days supplementary sick leave allowance for each year of service, beginning with the 1960-1961 school year, 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 days beyond this period in any month wherein less than three (3) days compensation has been earned.

C. Credit for unused accumulation of sick leave days from another school district in the same county shall be granted by the Board. The employee must present a certificate from the prior district listing the unused days. This request must be presented within the first year of employment.

D. 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.

E. Whenever any employee entitled to sick leave is absent from his 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 the accumulated sick leave provided in N.J.S. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

F. In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five 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 employees is required to assure 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 other relative making his or her home with the employee's family.

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

c. In case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.

Relative of the second degree shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

G. 1. An application for absence for personal business is to be made only when the absence cannot be avoided without substantial hardship to the employee.

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, who will authorize the absence.

3. Three (3) days of 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 principal.

H. 1. Absences for three (3) religious holy days shall be granted with full pay and shall not be counted as absences under personal business. Any absence beyond the three (3) religious holy days shall receive full pay deduction.

2. Application for absence for religious holy days shall be made, in writing, at least three (3) school days prior to the time of absence, to the building principal, who will authorize the absence.

I. 1. An employee who is pregnant shall file with the Superintendent of Schools not later than the third month of pregnancy, a physician's certificate stating the date of the expected birth. The employee shall be required to stop working not later than the end of the fourth month of pregnancy.

2. An employee on tenure may request a maternity leave of absence. The leave shall continue for one (1) calendar year from the date of the initial absence and thereafter until the beginning of the next school year.

3. An employee not on tenure shall submit her resignation not later than the third month of pregnancy, effective at the end of the fourth month of pregnancy, unless otherwise extended by the Board.

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 the normal retirement age of sixty-two (62), if

such teacher has previously had a sabbatical leave of absence. In lieu of the initial sabbatical leave of one (1) full year for study or travel provided for hereinabove, a teacher may request to be granted a leave of absence for one-half ($\frac{1}{2}$) year for study only.

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 blank 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 to such leave, the teacher shall enter into a contract to continue in the service of the West Orange Public Schools for a period of 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 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 one-half ($\frac{1}{2}$) of the salary to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions authorized by the teacher. Salary payments shall be made monthly in accordance with the schedule for payment of salaries in the school system.

F. Not more than two (2%) per cent of all the teachers 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 departments. In the senior high school, not more than two (2) teachers shall be absent on such leave at any one time; in each of the other schools, not more than one (1) teacher shall be absent at one time.

G. If more than two (2%) per cent of all the teachers 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. Granting of a one-half ($\frac{1}{2}$) year leave for study shall be subject to securing a satisfactory replacement.

H. Teachers on sabbatical leave may not associate for compensation with any person, persons, or organization 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 toward benefits and requirement and for consideration in regard to salary adjustments.

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

L. The application and bond form are available from the central office.

Article XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. 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.

B. Tuition Refund Plan

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

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

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

c. If the course or subject is part of an employee development program worked out between the employee and the Superintendent of Schools.

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

3. Course Approval

a. To insure 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.

b. The course or subject must be conducted under the auspices of a recognized educational institution accredited by the N. J. State Department of Education for the granting of advanced degrees.

c. Correspondence courses shall not be approved.

4. Tuition Refund

a. The Board of Education shall refund the employee's tuition up to \$25.00 per credit for a

maximum of nine (9) credits taken in any one year (July 1 - June 30) provided that:

- (1). The employee is actively employed by the Board at the time he registers for the course.
- (2). The employee has completed the course or subject; has received credit therefore, and has had the educational institution forward an official transcript to the Superintendent.
- (3). 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. Each year immediately following the September meeting of the Board of Education, reimbursement shall be made for coursework taken during the previous year (July 1 - June 30).

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

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

5. This tuition refund plan covers all approved graduate work beginning after July 1, 1969 and approved by October 10, 1969. However, reimbursement is contingent upon satisfaction of the conditions specified in the section entitled tuition refund. Consequently, the first reimbursement for courses taken during the July 1, 1969 - June 30, 1970 school year will be made in September, 1970.

Article XVIII

TEACHER PROTECTION

A. The Board agrees to provide those pro-

tections which are prescribed in the Educational Law, N.J.S.A. 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 loss 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.A. 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 proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, as set forth in N.J.S.A. 18A:16-6.1.

Article XIX

INSURANCE PROTECTION

The Board shall provide insurance protection equal to that presently provided and as specifically set forth in the master policies held by the Board.

Article XX

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.

School treatment of such questions should not only promote fair and many-sided study of those questions; it should also help the student develop techniques for considering 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 school. Such a "right" would make the schools battlegrounds for dozens of kinds of controversies fostered by groups interested primarily in promoting their viewpoint 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 question; 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 a previous paragraph.

The handling of a controversial question in school shall be free from the 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 fully as possible all sides of the question, and all the factors and considerations involved. The teacher 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 own depth. A student will be better uninformed about a question than misinformed about it.

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

Article XXI DUES DEDUCTION

Dues deductions shall be made in accordance with 52:14-159e of the N.J. State Statutes and

N. J. 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 equal deductions of the total amount.

3. Authorization received after January 1, or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

Article XXII 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.

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 and are not intended as a grant of any such rights and privileges to any other organization.

Article XXIII 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 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 teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an 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 provision(s) of this Agreement, either party may do so at the following addresses:

1. If by Association, to Board at 10 Gaston Street, West Orange.
2. If by Board, to Association at 625 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 Chairman by the members of the Committee.

IN WITNESS WHEREOF, the Board and the Association have caused this agreement to be signed as of the date first above mentioned.

**Board of Education
Town of West Orange
County of Essex**

By

**/s/ ABE CHARNACK
President**

**/s/ L. T. ERICSSON
Secretary**

West Orange Education Association

By

**/s/ RALPH MAZZOCCHI
President**

**/s/ CONSTANCE QUERQUES
Secretary**

