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11/9/98

AGREEMENT

between

THE WEST ORANGE BOARD OF EDUCATION

and

THE WEST ORANGE EDUCATION ASSOCIATION

1998 - 1992

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PREAMBLE

This Agreement entered into this 25th day of September, 1990, 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, 1990 through June 30, 1992.

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 relationships 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 majority 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, attendance officers, learning disability teacher-consultants, psychologists, learning resource teachers, Basic Skills teachers and E.S.L. teachers.
 - a. All personnel employed on 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. 34:13-1 et seq., for the following office personnel:

Elementary School Secretaries
High School Library Secretaries
Middle School Secretaries
Senior High School Secretaries
Switchboard Operator
Secretaries in Administrative Offices
(except as provided below)
Data Center Key punch-Tabulator Operator
Accountant
Salary and Benefits Coordinator
Secretary to Supervisor of Curriculum
Secretary to Supervisor of Instruction
Secretary to Supervisor of Buildings and Grounds
Secretary to Director of Student Support Services
Data Base Maintenance Secretary
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. 34:13A-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 term "employee" when used hereinafter in this Agreement shall refer to all teachers and secretaries covered by this Agreement as defined in Article I, B. and Article I, C.1. and 2. above.
- E. 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.J.S. 34:13a-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.
- 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 teacher benefit existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

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

affecting such teacher or secretary, group of teachers or secretaries, 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 purposes of this procedure, the term "school days" shall be interpreted as days when the Central Administrative Offices are open.

B. Procedure

1. Teachers

- a. The procedures set forth hereafter shall not apply to:
 - 1) A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or
 - 2) 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;
 - 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 when 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 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.

- d. Any teacher 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 teacher, 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 teacher 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 of 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 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 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 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.

g. Rights of Teachers to Representation

- 1) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, by his option, by the Association or by a representative selected or approved by the Association.
 - 2) 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.
 - 3) The Board and the Association shall ensure the individual freedom from restraint, interference, coercion, discrimination or reprisal in representing his appeal with respect to his personal grievances.
- h. The Association may process a grievance affecting it through all levels of the grievance procedure.
- i. 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.
- j. 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.

2. Secretaries

- a. The term "grievance" and the procedure related thereto shall not be deemed applicable in the following instances:
- 1) The failure or refusal of the Board to renew a contract of a non-tenured employee.

- 2) In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
 - 3) In matters where the Board is without authority to act.
 - 4) In matters involving the sole and unlimited discretion of the Board.
 - 5) In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, further review of the Board's action is available to employees under provision of State Law.
- b. A grievance shall first be discussed orally with the aggrieved's immediate supervisor, as outlined in the Board's Table of Organization, with a representative of the Association present if the employee requests. If the grievance pertains only to a situation involving a building which is administered by a building principal, then in that event the grievance shall be submitted in writing by the aggrieved employee to the principal of the building involved within ten (10) school days of this occurrence. If the matter is not settled in this stage within five (5) school days after presentation of the grievance to the building principal, it may be submitted to the Superintendent of Schools.
- c. In the event that a grievance is not resolved to the satisfaction of the aggrieved at 2.b. above, the aggrieved shall submit her grievance in writing within five (5) school days of complying with 2.b. The Superintendent shall hold a hearing within thirty (30) school days of receipt of the grievance at which the aggrieved person, the Association or its representative, and such other persons as the Superintendent or the Association may require, shall have an opportunity to be heard, except that the aggrieved shall have the right to process her own grievance without the Association. In that event, the Association shall have no right to be heard unless the grievance applies to a class of employees.
- d. Within twenty (20) school days after said hearing, the Superintendent shall, in writing, advise the aggrieved and the Association, if applicable, of his determination and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee and the Association shall be informed.

- e. In the event that the Association is not satisfied with the decision of the Superintendent or his designee regarding an alleged violation of this Agreement, such grievance or grievances may be taken to binding arbitration. Arbitration is available only for alleged violations of this Agreement. The parties shall operate in accordance with the Rules of the American Arbitration Association. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance involved. He 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. Arbitration, if any, shall be held in New Jersey. Expenses and fees incident to the services of an arbitrator shall be borne equally by the Board and the Association.
- f. No grievance shall be considered unless the same has been raised with ten (10) school days of its occurrence and no adjustment as of an earlier date (unless extended by mutual agreement).

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

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

TEACHERS' 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 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.
- 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 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 indicates 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 fifteen (15) 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 providing special help to pupils, assisting with extra-curricular activities, attending staff meetings, and performing other duties assigned by the principal.

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.

- c. 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 has met all the requirements of the building principal related to the annual closing of schools procedure.
- 2. a. The daily teaching load in the Middle 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.
 - b. A Middle 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.

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, 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 of his 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.
 5. A teacher who is required to teach a class period as a substitute during his scheduled preparation period will be compensated for such coverage and loss of the preparation period at the rate of \$15.00 for each occurrence.
 6. Teachers in the middle school shall receive one (1) daily duty-free lunch period and one (1) daily preparation period.
 7. In accordance with the Memorandum of Agreement between the parties negotiating the 1990-1992 contract, a Side-Bar Letter will be executed providing for a Joint Committee to be established to study middle school teaching load assignments.
- B. Secretaries' Hours of Employment and Work Year
1. Hours of Employment
 - a. The regular work week 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, she shall be paid for said time at her normal rate of pay.
 - c. In the event that an employee works in excess of forty (40) hours in any one work week, she shall be paid at the

rate of one and one-half (1-1/2) times 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.
- e. If a part-time employee works additional hours in any one work week over and above her regularly assigned hourly work week, she shall be paid at 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 any one week.
- f. When schools are closed for inclement weather, secretaries will not be required to be in attendance.

2. Classifications

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

- I. Secretaries in Elementary Schools
Secretaries in High School Libraries
- II. Secretaries in Middle School
Secretaries in Senior High School
- III. Administrative Office Secretaries
Keypunch/Tabulator Operator
Switchboard Operator
- IV. Accountant
Secretary to Assistant Superintendent
Secretary to Supervisor of Buildings and Grounds
Secretary to Director of Student Support Services
Data Base Maintenance Secretary, Student Support Services
Secretary to the Supervisor of Curriculum
Secretary to the Supervisor of Instruction
- V. Salary and Benefits Coordinator

3. Work Year

- a. The work year for ten (10) month secretaries in Classification I shall be from September 1 to June 30.

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 she had been laid off within a period of three (3) years.

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 employees' 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 and B

The salaries of all teachers covered by this Agreement, except Basic Skills and E.S.L. teaching staff, are set forth in Schedules A and B, which are attached hereto and made a part hereof.

Effective July 1, 1990, new hires in special services shall be placed on Schedule A and such new hires shall work the teachers' work day.

4. Schedule C

The salaries for Basic Skills and E.S.L. teachers are set forth in Schedule C, which is attached hereto and made apart hereof.

SCHEDULE A -- Salary Guide for Teachers and Nurses (effective July 1, 1990, through June 30, 1992)

SCHEDULE B -- Salary Guide for Special Services Personnel (effective July 1, 1990, through June 30, 1992)

SCHEDULE C -- Salary Guide for Basic Skills and E.S.L. Teachers (effective July 1, 1990, through June 30, 1992)

5. 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 increases 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. 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.
- e. 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.

- f. To qualify for placement on the MA+16 or MA+48 column, which program shall become effective July 1, 1983, 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.
- g. The Doctor's degree shall be an earned degree from an educational institution accredited by the New Jersey State Department of Education for certification.
- h. 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.
- i. Each certified employee, upon completing requirements for a higher training level and upon proper notification as provided in h. 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.

6. Schedules D and E

SCHEDULE D -- Co-Curricular Salary Guide
(effective July 1, 1990 through June 30, 1992)

(Stipends for supervision of co-curricular activities shall be provided on the attached Schedule D.)

- a. When the principal designates co-advisors, the total compensation allocated will be 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 \$52.25 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 any 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.
- d. Faculty members who perform supervisory duties on overnight trips shall receive a stipend of \$87.50 per night.
- e. The hourly rate for personnel engaged in home instruction shall be \$22.50.
- f. The hourly rate for persons engaged in behind-the-wheel education during non-school hours shall be \$15.75; for summer curriculum workshops, \$15.00; and for coaching intramural sports shall be \$15.75.
- g. Advisors who attend State Music Auditions as participants shall be compensated at the rate of \$52.25 per audition.

SCHEDULE E -- Coaches' Salary Guides
(effective July 1, 1990 through June 30, 1992)

- h. Coaches stipends are for the first day of pre-season through any post-season competition.
- i. The following schedule of stipends will be paid for the following assignments for the period July 1, 1990 to June 30, 1992.

Middle School Team Leader	\$ 1120
Computer Resource	
Elementary School	1120
Middle School	1230
High School	1480
Staff Development	1120
Dean of Students	840
Driver Ed Coordinator	1000

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

- b. All retroactive monies due under this Agreement shall be paid by separate checks.

B. Secretaries

- 1. 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 F.

- 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 defined 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. Per Diem Rates

For ten (10) month employees, 1/200th of annual salary; for twelve (12) month employees, 1/20th of monthly salary.

- 4. Stipends for Professional Development

- a. Secretaries holding a Professional Standards Certificate, National Association of Educational Office Personnel, shall receive an annual stipend of \$1000. 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 \$500 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 \$1000 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 \$425 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. Longevity--Teachers and Secretaries

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:

For the 1990-1991 School Year:

Completion of 14-18 years of service.....	\$ 600
Completion of 19-23 years of service.....	1200
Completion of 24-28 years of service.....	1800
Completion of 29 years of service and over.....	2400

For the 1991-1992 School Year:

Completion of 14-18 years of service.....	\$ 700
Completion of 19-23 years of service.....	1400
Completion of 24-28 years of service.....	2100
Completion of 29 years of service and over.....	2800

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.

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 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 five (5) 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 hired after the commencement of the 1987-88 school year 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 of 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. 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 current 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

- 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 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 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

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

B. Supplementary Sick Leave

1. Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service, beginning with the 1960-61 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 (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 the same state shall be granted by the Board.
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 employee 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 \$11,000.00 based on \$55.00 per day for each day of earned and unused accumulated sick leave in 1990-1991, and not to exceed \$14,000 based upon \$70.00 per day of earned and unused sick leave in 1991-1992. 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. The benefit shall be paid to the Estate of an employee who has given notice of intent to retire and to claim the benefit, but who dies before his or her retirement becomes effective. In the event an employee fails to give notice by November 30th for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee demonstrates valid reason to waive the November 30th notice date, he or she will receive the benefit provided for. In the event of late notice of retirement without valid reason, or late notice of leaving the District, payment of the benefit will be deferred to the school year following the retirement date, unless such late notice is waived by the Board.

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 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 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 be 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 principal or immediate supervisor.
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 a week or longer duration.
5. Beginning in 1990-91, 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.

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 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 return.

- L. Other leaves of absence without pay may be granted to tenure teachers.
- M. Secretaries may be granted other leaves of absence, with or without pay 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 (80%) percent 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 (2%) percent 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 senior high schools, no more than two (2) teachers per school 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 (2%) percent 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 teacher's 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 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 any one 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 $3/5$ vacation days ($3/5 \times 22$ days = 13 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

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.
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) Correspondence courses shall not be approved unless graduate credit is granted.

- 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 or 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 \$115 per credit for a maximum of fifteen (15) credits taken in any one year (July 1 - June 30) provided:
 - a) The 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 therefore, 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.
- 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) Not more than half the number of credits which are to be applied toward a change in training level may be in-service credits provided, however, any teacher who has more than eight (8) in-service credits as of September 1, 1983, may apply such excess credits to a change in training level.
- 2) No in-service credits may be applied to earn a BA, MA, or Doctorate degree.

B. 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. Each request 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 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 she registers for the course, must have completed the course or subject and have received credit therefore, 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.

ARTICLE XIX

TEACHER PROTECTION

- A. The Board agrees to provide those protections 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 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.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 proceedings, 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.

SECRETARIES' RIGHTS AND PROTECTION

- A. The rights granted to employees hereunder shall be in addition to those provided in N.J.S.A. Title 18A.
- B. Whenever any secretary 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 in employment, position or the salary or any increment pertaining thereto, then the secretary 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.A. Title 18A, in order to make every reasonable effort to provide for the safety of employees.

ARTICLE XX

INSURANCE PROTECTION

- A. The Board shall provide medical insurance (employee plus dependents) protection as negotiated between the parties which will include but not be limited to:
 - 1. Connecticut General, children to age 23.
 - 2. Rider "J" with medical emergency coverage.
 - 3. Major Medical Unlimited Maximum.
 - a. Includes Connecticut General Vision Care Service (80% co-insurance on first \$2000 of covered expenses).
 - b. Includes Psychological Coverage (80% of the per visit cost to a maximum of \$2500).
- B. Dental Coverage

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

Co-payment--Preventative and Diagnostic	100%
Remaining Basic Services	100%
Prosthetic Benefits: (including crowns, inlays and gold restorations)	70/30
Orthodontic Benefits	50/50

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 \$2500. Orthodontic benefits are subject to an \$800 maximum per case, which is separate from the \$2500 maximum applicable to Basic and Prosthodontic Benefits.

- C. Prescription/Drug (including contraceptives) program with a \$2.00 co-payment provision.
- D. 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.

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 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 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 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 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 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.

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 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 Council meetings.

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 be deemed valid and subsisting, except to the extent permitted by law, out 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 780 Northfield 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

By: *Connie K. Kutz*

President

By: *Doreen H. King*

Secretary

WEST ORANGE
EDUCATION ASSOCIATION

By: *Nicholas M. ...*

President

By: _____

Secretary

SCHEDULE A
TEACHERS' SALARY GUIDE
1990-1991

<u>STEP</u>	<u>BA</u>	<u>BA+32</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>DR</u>
1	\$27,000	\$31,100	\$31,450	\$33,050	\$34,650	\$35,200	\$36,450
2	28,800	33,075	33,450	35,150	36,850	37,425	38,700
3	30,600	35,050	35,450	37,250	39,050	39,650	40,950
4	32,400	37,025	37,450	39,350	41,250	41,875	43,200
5	34,200	39,000	39,450	41,450	43,450	44,100	45,450
6	36,000	40,975	41,450	43,550	46,650	46,325	47,700
7	37,800	42,950	43,450	46,650	47,850	48,550	49,950
8	39,600	44,925	45,450	47,750	50,050	50,775	52,200
9	41,400	46,900	47,450	49,850	52,250	53,000	54,450

1991-1992

<u>STEP</u>	<u>BA</u>	<u>BA+32</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>DR</u>
1	\$28,200	\$32,450	\$32,650	\$34,400	\$36,150	\$36,550	\$37,700
2	30,200	34,650	34,900	36,750	38,600	39,050	40,250
3	32,200	36,850	37,150	39,100	41,050	41,550	42,800
4	34,200	39,050	39,400	41,450	43,500	44,050	45,350
5	36,200	41,250	41,650	43,800	45,950	46,550	47,900
6	38,200	43,450	43,900	46,150	48,400	49,050	50,450
7	40,200	45,650	46,150	48,500	50,850	51,550	53,000
8	42,200	47,850	48,400	50,850	53,300	54,050	55,550
9	44,200	50,050	50,650	53,200	55,750	56,550	58,100

SCHEDULE B
SPECIAL SERVICES SALARY GUIDE

1990-1991

<u>STEP</u>	<u>M.A.</u>	<u>M.A.+16</u>	<u>M.A.+32</u>	<u>M.A.+48</u>	<u>DR</u>
1	\$33,025	\$34,750	\$36,450	\$37,050	\$38,375
2	35,125	36,950	38,750	39,375	40,925
3	37,225	39,150	41,050	41,700	43,075
4	39,325	41,350	43,350	44,025	45,425
5	41,425	43,550	45,650	46,350	47,775
6	43,525	45,750	47,950	48,675	50,125
7	45,625	47,950	50,250	51,000	52,475
8	47,725	50,150	52,550	53,325	54,825
9	49,825	52,350	54,850	55,560	57,175

1991-1992

<u>STEP</u>	<u>M.A.</u>	<u>M.A.+16</u>	<u>M.A.+32</u>	<u>M.A.+48</u>	<u>DR</u>
1	\$34,375	\$36,250	\$38,125	\$38,575	\$39,800
2	36,725	38,700	40,675	41,175	42,450
3	39,075	41,150	43,225	43,775	45,100
4	41,425	43,600	45,975	46,375	47,750
5	43,775	46,050	48,325	48,975	50,400
6	46,125	48,500	50,875	51,575	53,050
7	48,475	50,950	53,425	54,175	55,700
8	50,825	53,400	55,975	56,775	58,350
9	53,175	55,850	58,525	59,375	61,000

SCHEDULE C
BASIC SKILLS/E.S.L. TEACHER SALARY GUIDES
1990-1991

<u>STEP</u>	<u>BA</u>	<u>BA+32</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>DR</u>
1	\$21,600	\$ 24,880	\$25,160	\$26,440	\$27,720	\$28,160	\$29,160
2	23,040	26,460	26,760	28,120	29,480	29,940	30,960
3	24,480	28,040	28,360	29,800	31,240	31,720	32,760
4	25,920	29,620	29,960	31,480	33,000	33,500	34,560
5	27,360	31,200	31,560	33,160	34,760	35,280	36,360
6	28,800	32,780	33,160	34,840	36,520	37,060	38,160
7	30,240	34,360	34,760	36,520	38,280	38,840	39,960
8	31,680	35,940	36,360	38,200	40,040	40,620	41,760
9	33,120	37,520	37,960	39,800	41,800	42,400	43,560

1991-1992

<u>STEP</u>	<u>BA</u>	<u>BA+32</u>	<u>MA</u>	<u>MA+16</u>	<u>MA+32</u>	<u>MA+48</u>	<u>DR</u>
1	\$22,560	\$25,960	\$26,120	\$27,520	\$28,920	\$29,240	\$30,160
2	24,160	27,720	27,920	29,400	30,880	31,240	32,200
3	25,760	29,480	29,720	31,280	32,840	33,240	34,240
4	27,360	31,240	31,520	33,160	34,800	35,240	36,280
5	28,960	33,000	33,320	35,040	36,760	37,240	38,320
6	30,560	34,760	35,120	36,920	38,720	39,240	40,360
7	32,160	36,520	36,920	38,800	40,680	41,240	42,400
8	33,760	38,280	38,720	40,680	42,640	43,240	44,440
9	35,360	40,040	40,520	42,560	44,600	45,240	46,480

SCHEDULE D

CO-CURRICULAR COMPENSATION AND STIPENDS

1990-1992

HIGH SCHOOL POSITIONS

Co-Curricular

Student Council	\$2,100
Yearbook	1,750
Dramatics	1,750
Newspaper	1,450
Audio-Visual Aids	1,450
Sr. Class Advisor	1,750
Jr. Class Advisor	1,750
Sophomore Class Advisor	900
Freshman Class Advisor	900
French Club	900
Italian Club	900
Spanish Club	900
Academic Quiz Team	900
Black Awareness Club	600
Chess Club	600
Unity Club	600
Math Club	900
F.L.E.S.	1,150
Science Team	900
Literary Magazine	600
National Honor Society	600
Model Congress (Debate Club)	600
Interact	600
Musical Assistant	600
Mock Trial Team (Forensic Club)	600
Health Career Club	600
School Stage Band	900

MIDDLE SCHOOL POSITIONS

Student Council	\$ 900
Audio-Visual Aids	1,000
Dramatics	900
School Stage Band	600
MS Newspaper	900
MS Year Book	900
MS Literary Magazine	600
MS Service Club	600

STIPENDS

Chaperones	\$52.25
Overnight	87.50
Home Instruction	22.50
Driver's Education	15.75
Class Coverage	15.00
Intramural	15.75
Summer Workshops	15.00
State Music Auditions	52.25

SCHEDULE E
COACHES' SALARY GUIDES
1990 - 1992

Head Football	\$5,800
(2) 1st Assistants	4,650
(5) Assistants	4,350
Head Basketball	4,650
(2) Assistants	3,475
Head Wrestling	4,650
(2) Assistants	3,475
Head Soccer	4,650
(2) Assistants	3,475
Head Softball	4,650
(2) Assistants	3,475
Head Baseball	4,650
(2) Assistants	3,475
Head Ice Hockey	4,650
(1) Assistant	3,475
Head Track (+1st combined)	4,650
(3) Assistants	3,475
Head Swimming	3,475
(1) Assistant	2,600
Weight Training	4,650
Head Cross Country	3,475
Assistant	2,600
Head Indoor Track	2,600
Head Tennis (Girls)	2,600
Head Tennis (Boys)	2,600
Head Golf	2,600
Marching Band	5,500
(3) Assistants	2,025

Head Bowling	\$ 2,600
Head Cheerleading Assistants	3,475 2,600
Athletic Trainer	7,550
Site Manager	4,650

MIDDLE SCHOOL:

Head Boys Basketball	2,025
Head Girls Basketball	2,025
Head Boys Soccer	2,025
Head Girls Soccer	2,025
Head Boys Baseball	2,025
Head Girls Softball	2,025

SCHEDULE F

SECRETARIES' SALARY GUIDE

1990-1991

<u>STEP</u>	<u>COL. I</u> <u>(10 Mo.)</u>	<u>COL. II</u> <u>(Base)</u>	<u>COL. III</u> <u>(12 Mo.)</u>	<u>COL. IV</u> <u>(12 Mo.)</u>	<u>COL. V</u> <u>(40 Hrs.)</u> <u>(12 Mo.)</u>
1	\$	\$	\$	\$	\$
2	15,300	18,350	19,225	21,200	22,925
3	16,050	19,250	20,175	22,225	24,050
4	16,800	20,150	21,125	23,250	25,175
5	17,550	21,050	22,075	24,275	26,300
6	18,300	21,950	23,025	25,300	27,425
7	19,050	22,850	23,975	26,325	28,550
8	19,800	23,750	24,925	27,350	29,675
9	20,550	24,650	25,875	28,375	30,800
10	21,300	25,550	26,825	29,400	31,925
11	22,050	26,450	27,775	30,425	33,050

1991-1992

1	\$	\$	\$	\$	\$
2	15,850	19,200	20,150	22,075	24,000
3	16,700	20,200	21,200	23,225	25,250
4	17,550	21,200	22,250	24,375	26,500
5	18,400	22,200	23,300	25,525	27,750
6	19,250	23,200	24,350	26,675	29,000
7	20,100	24,200	25,400	27,825	30,250
8	20,950	25,200	26,450	28,975	31,500
9	21,800	26,200	27,500	30,125	32,750
10	22,650	27,200	28,550	31,275	34,000
11	23,500	28,200	29,600	32,425	35,250

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