

AGREEMENT

Between the

EAST ORANGE EDUCATION ASSOCIATION

AND THE

**EAST ORANGE
BOARD OF EDUCATION**

Covering the period

SEPTEMBER 1, 2014

To

AUGUST 31, 2018

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PREAMBLE

This Agreement entered into this first day of May 2017 by and between the Board of Education of East Orange, the City of East Orange, New Jersey, and the County of Essex, hereinafter called the "Board", and the East Orange Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the East Orange School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and procedures relating to terms and conditions of employment, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties after long and mutually satisfactory deliberations in a combined effort to improve the terms and conditions of employment in East Orange have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations in the determination and administrative of grievances, and the terms and conditions of employment for all personnel under contract or on leave, employed by the Board, including:

Classroom Teachers, Nurses, Guidance Counselors, Librarians, Media Specialists, Social Workers, Resource Teachers, Vocational Counselors, Psychologists, Speech Correctionists, Learning Consultants, Adult School Instructors, Brokers, Substance Abuse Awareness Coordinators, Permanent Building Based Substitutes,* Supplemental Teachers, Home Instructors, 12 Month Teachers, Summer School Teachers, Learning Disability Teacher Consultants, Crisis Counselors and Core Content Curriculum Instructional Specialists.

But excluding:

Superintendent of Schools, Secretary-Business Manager, Assistant Superintendents, Assistant to Secretary-Business manager, Principals, Directors, Assistant Principals, Assistant Directors and Assistants to the Directors, Administrative Assistants, Supervisors, Coordinators, Evening School Teachers, Department of Heads, and Head Librarian.

- 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.

*Contract language is applicable only where specified in this agreement.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that she/he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law or by any rule or regulation of the Commission of Education for the State of New Jersey which has the force and effect of law, or (2) by any policy of the Board of Education, or (3) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

B. Purpose

1. It is understood and agreed that the Association has the right to utilize all provisions of this article and that grievances may be processed either by the employee who has been aggrieved or by the Association.
2. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. The results of all informal resolution shall be reduced to writing with copies to all parties involved. The Board and the Association recognize that the procedure is available without any fear of discrimination because of its use.
3. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise affecting the working conditions of the teachers. The Board and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
4. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable

harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Submission of Grievance

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the Board and the Association. Each grievance shall identify the aggrieved party, the provision(s) of this agreement, the policy or the practice involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. Submission of a grievance shall be made at the appropriate level.
5. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievance to the building principal or immediate superior.
6. The Association may submit grievances. If the grievance is limited to one school, the grievance shall be submitted to the building principal or immediate superior. If the grievance affects a group of teachers in more than one school, the Association may submit the grievance in writing and commence at level 3.

E. Levels

1. Level One

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either privately or with the Association's Faculty Representative and/or an officer of the Association present, with the objective of resolving the matter informally.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, and she/he wishes to pursue his/her grievance, she/he shall submit it in writing to his/her building principal or immediate superior with copies to the Superintendent and the Association.

- b. The building principal or immediate superior shall respond in writing within five (5) school days. If the aggrieved person is not satisfied with the response of the building principal or his/her immediately superior or if no decision has been rendered within the five (5) school days, the aggrieved person may submit a copy of the grievance to the Superintendent of Schools with copies to the Association within five (5) school days after the decision of his/her building principal or immediate, superior or within ten (10) school days after presentation of the grievance in writing, whichever is sooner.

3. Level Three

- a. Upon the request of the aggrieved person, the Superintendent or his/her designated representative shall confer with the aggrieved person with respect to the grievance and shall deliver to the aggrieved person a written decision no later than ten (10) school days after it is received by him/her.
- b. Counter remedies may be proposed at this level by either party. Once a counter remedy has been accepted by both parties, such remedy shall be applicable only to the instant grievance, shall not constitute a precedent, and shall be final and binding on both parties in this instant grievance.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may, within five (5) school days file the grievance in writing with the Association and the Board.
- b. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the aggrieved person, a representative of the Association and the Superintendent in an effort to resolve it.
- c. Counter remedies may be proposed at this level by either party. Once a counter remedy has been accepted by both parties, such remedy shall be applicable only, to the instant grievance, shall not constitute a precedent, and shall be final and binding on both parties in this instant grievance.

5. Level Five

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school days after she/he has first met with the Board, she/he may within five (5) school days after a decision by the Board or fifteen (15) school days after she/he first met with the Board, whichever is sooner, request in writing that the Association submit her/his grievance to arbitration.

- b. The only grievances which may be submitted to binding arbitration are those alleging that there has been a violation, misinterpretation or inequitable application affecting terms and conditions of employment as determined by P.E.R.C. or other appropriate authority.
- c. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the teacher and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- d. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall agree upon a mutually acceptable arbitrator from the list of arbitrators submitted by the Public Employment Relations Commission (P.E.R.C.). The parties shall be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.
- e. The Human Resources Director, through ruling of the arbitrator, shall remove or delete any and all documents pertaining to the grievance from the employee's personnel/school file(s). The Association along with the teacher reserves the right to review the teacher's personnel/school file(s) to make sure that the Human Resources Director's removal of the documents has occurred.
- f. The costs of the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall borne equally by the Board and the Association.

F. Rights-of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that she/he may not be represented by a representative or an officer of any organization other than the Association, When a teacher is not represented by the Association, the Association shall have the right to be present and the state its views at all stages of the grievance procedure except at Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be permanently filed separately from personnel files.
2. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance; until such grievance is properly determined.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as heretofore referred to in this Grievance Procedure.

ARTICLE III - PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with teacher's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that teachers are entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing such activities do not interfere with the performance of said teacher and/or providing they do not violate the Constitution of the United States.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the terms and conditions of employment of teachers, and the Board and the Association acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with the obligation to pursue truth in the performance of their classroom functions.

ARTICLE IV - RIGHTS OF THE ASSOCIATION

- A. The Association is the exclusive representative of the employees in the negotiating unit covered by this Agreement under the law of the State of New Jersey, S1087 (Chapter 123, Public Laws of 1974) and The Resolution of the Board adopted November 3, 1968.

Accordingly, the Association shall be accorded the privilege to engage in the following activities in order to carry out and discharge its authority and responsibility under law and the aforesaid Resolution:

1. To use school buildings for meetings, subject to reasonable procedures in order to avoid scheduling conflicts.
 2. To use faculty bulletin boards in each building which shall be provided by the Board, teacher mailboxes, district courier services, and duplicating machinery and other equipment provided that priority shall be given to school needs and that the operator shall be competent.
 3. To appear and to speak to new teachers at Orientation Programs and to the entire professional staff at appropriate in-service training programs.
 4. To participate with the administration in the development of appropriate professional in service training programs.
- B. Teachers shall be released at the same time as students on each of the three day of the Association's General meetings as provided for the Constitution of the Association. Notice of these general meetings dates shall be given in writing to the Superintendent at least 48 hours prior to each meeting.
- C. When the Board and the Association schedule negotiations during school hours, no more than 4 members of the Association's negotiating Team shall be released without loss of pay. The Superintendent will be notified by the Association of such designations.
- D. When it is necessary for a member of the Association to investigate a grievance during a school day, such member may investigate such grievance without loss of pay provided, however, that s/he will not be released from his/her classroom duties for such purposes without one day's notice to the appropriate principal or immediate supervisor except in cases of emergency. The person so designated to investigate grievances shall not be permitted to spend more than three (3) hours a week of released time investigating such grievances, subject to the approval of the Superintendent or his/her designee.
- E. Two copies of the Board policy manual have been given to the Association. These manuals shall be kept current by sending a copy of additional or revised policies to the Association within 10 school days after adoption.

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- F. Each administrative unit shall have a T.A.L.C. (Teacher Administration Liaison Committee) selected by and from among the members of the bargaining unit with whom the building principal must meet at least once a month (unless otherwise determined by mutual agreement) during the school year to review matters of interest to the teachers of that administrative unit and to play an active role in the revision or development of building policies as they relate to these terms and conditions of employment.
- G. Both parties agree to the following Weingarten Language: Teachers shall have the right to representation during all conferences where there is a belief that discipline may occur. This shall include evaluation conferences which suddenly become disciplinary in the opinion of the teacher.

ARTICLE V - PROTECTION OF TEACHERS

- A. If a teacher is assaulted in connection with his/her employment, she/he or his/her representative shall give his/her principal or supervisor notice of that fact, with written notice to be submitted as soon as possible thereafter. Such notifications shall immediately be forwarded to the Superintendent who shall comply with any reasonable requests from the teachers for information in the possession of the Superintendent relating to the incident or the persons involved, and will otherwise cooperate with the teacher in appropriate ways in the event of a civil or criminal proceeding.

- B. The Board will provide reimbursement to teachers for repair or value, whichever is less, for clothing and personal effects damaged during the course of an incident related to their employment provided such loss is not caused by negligence of the claimant. Such claim must be presented in writing to the Superintendent as promptly as possible, but in no case later than five (5) school days.
 - 1. The Board will consider, on a case by case basis, claims for payment of the deductible, but not to exceed the amount of the damages, if vehicles are damaged on school property while in performance of the employee's duties during the normal school day, including travel to or from school facilities, as well as travel to and from Board approved conferences, within the State of New Jersey. The employee shall have the right to make an appearance before the Superintendent to review the claim of damages. The employee shall present all relevant documents to support their claim. If the employee is not satisfied with the decision of the Superintendent, he/she shall submit all relevant documentation to the Board along with a written statement supporting his/her claim. The decision of the Board upon review of written submission shall be final and binding.

- C. The Board will provide protection to teachers by reimbursement of cost of replacing or repairing dentures, eyeglasses, etc., not covered by workmen's compensation, destroyed or lost as the result of an injury sustained in the course of their employment. Such claim must be presented in writing to the Superintendent by the teacher or his/her representative as promptly as possible, but in no case later than ten (10) school days. If no decision has been made in writing within 30 calendar days, claimant has the right to grieve at level 4.

- D. Neither the Board nor the Association shall discriminate against, discipline, reprimand, reduce in rank of compensation or deprive any professional advantage any teacher without just cause. Any such action taken by the Board or the Association, or any agent or representative thereof, shall be subject to the grievance procedure.

- E. Whenever, in the opinion of the Board of Education or the Superintendent or Schools, there exists or may exist a serious disruption or disorder in the regular school program, the Board of Education agrees to consult the Association President immediately for the Association's views as to how best to guarantee the safety of teachers, and teacher property.

For information only: The Board agrees to prosecute to the full extent of the law, any individual who enters a school building or property and subsequently assaults any teacher.

The law requires that only after a teacher files charges at the police department the Board agrees to prosecute to the full extent of the law, any individual who enters a school building or property and subsequently assaults any teacher.

Public Criticism For Informational Purposes

The Board agrees to make every effort to avoid criticism and/or reprimand of a teacher (by a Board member, Administrator or Supervisor) in the presence of students, parents, or other employees or at any public gathering.

Health and Safety

- F. The parties shall establish a permanent advisory committee whose purpose shall be to advise the Superintendent on matters concerning the maintenance of proper standards of health, safety and security. The committee shall consist of four individuals appointed by the Association President and four individuals appointed by the Superintendent. The chair shall be selected by the committee members. The committee shall convene no fewer than five times during the year and will meet during working hours.

ARTICLE VI - ADULT SCHOOL

The following represents the benefits specific to the Adult School staff:

A. Temporary Absences With Pay

1. **15 sick days.**
1. **Vacation Schedule**
Less than 4 years — 10 days
4 to less than 7 years — 15 days
7 years or more — 20 days
2. **Funeral Leave**
Adult School Staff shall be entitled to bereavement leave, as outlined on page 20 of the existing agreement
3. **Jury Duty**
As required.
4. **Military Reserve Training**
2 weeks

Leaves for pregnancy, child care, and health shall follow the language as contained in other articles of this agreement.

B. 1. Salary Benefits

The salary guide for 12-month instructors/brokers at the Adult Center shall be 115% of the 10-month teacher salary guide. The Board agrees to make appropriate adjustments in the annual salaries of existing Adult Center staff to reflect the above. Such adjustments to be implemented during the term of this contract

2. Mid Year Hire

Placement on the salary schedule for midyear hires shall be according to the following formula:

0-5 months	No Credit
6-9 months	½ Year's Credit
10-12 months	Full Year's Credit

3. Extra Compensation

Positions of Senior Class Advisor, Junior Class Advisor, Freshman/Sophomore Class Advisor, Student Council, Yearbook, Drama shall be compensated as per the Extra-Compensation guides found in Article XX.

3a. Insurance

Employees shall be covered by the Accident, Liability, Family Health and Prescription and Dental Insurance as provided in other articles of this agreement.

C. Work Year

The work year shall be a period of 12 months. The work week shall be forty (40) hours inclusive of 1 hour lunch period daily, four hours of preparation time and 3 hours of supervision.

The Adult School staff shall follow the school calendar adopted by the Board of Education for 12 month employees. All Adult School staff shall be dismissed at the close of the shortened school day on Crispus Attacks Day if said holiday appears in the ten (10) month school calendar.

Additional Articles that apply to Adult School:

Grievances filed involving Articles III, V, XV, XVI, and XVII by or on behalf of staff employed at the Adult school shall terminate at level IV (Board level).

ARTICLE VII - TEMPORARY ABSENCES AND LEAVES

A. General Policy

1. Under no circumstances shall any person be absent from school without the knowledge of the building principal or the superintendent's office.
2. When a teacher is absent for any reason the substitute answering service shall be notified prior to 7:00 a.m., to allow time to secure a substitute teacher. Every effort shall be made to provide adequate substitute teachers in such cases.
3. The following rules pertaining to absence shall apply to all teachers. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-month employees on a proportional basis.

B. Types of Absences and Leaves

1. Accidents on School Property

Absences of employees who have been injured while on duty will not count against their sick leave. However, these absences are not to exceed 1 year per N.J.S.A. 34:15-1.

2. Personal Illness & Family Illness

- a. Absences for personal illness and family illness shall be allowed and shall include full pay for fifteen (15) school days in each school year cumulative without limit. Building based substitutes are entitled to ten (10) school days for personal illness in each school year cumulative without limit.
- b. In all absences for personal illness totaling three (3) or more consecutive school days, the teacher must file a physician's certificate with the principal or the school where employed.
- c. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to personal illness.
- d. In all absences for family illness (family defined as: (a) a teacher's spouse, child, a parent, father-in-law, mother-in-law, brother, sister, or (b) any other person living in the teacher's immediately family household) totaling four (4) or more consecutive school days, the teacher must file a physician's certificate with the principal of the school where employed.
- e. The Board reserves the right to require a doctor's certificate after the second day's absence due to illness in the family (not necessarily consecutive).

- f. The Board reserves the right to have its medical office verify the private doctor's findings on school time with expenses paid by the Board.

For information only: Prolonged absence beyond sick leave period:

When absence exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/182 of the annual salary.

*Required by law: reference N.J.S.A. 18A:30-4

- g. The Board reserves the right to have its medical officer Verify the private doctor's findings on school time with expenses paid by the Board.

3. Personal Leave

a. Death in the Family

A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of nearest relative who is a member of the household, in each school year in each such case. "Immediate Family" includes, mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter of the employee. A nearest relative who is a member of the "household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family. Leave with full pay for up to three (3) days per year shall be granted for attending the funeral of a grand-parent.

In the case of death of a more distant relative not specified in (a) above, or of a close friend, absences shall be permitted under the personal leaves provisions set forth below.

b. Jury Duty and Public Obligations/Absences

For jury duty (by subpoena) shall be allowed with full pay. Teachers shall cooperate in arranging scheduling of required jury duty during non-school time. Absences for reasons of giving testimony in court (subpoena required) shall be allowed with full pay when such absence is for the purpose of testifying about a matter involving an incident related to the teacher's employment.

c. Military Reserve Training

(1) Absence for military reserve training during the regular school year shall be allowed with full pay for the duration of such training as required by military orders. Such orders shall be filed with the school principal.

(2) Teachers who have such obligation should arrange this duty during vacation periods if possible.

(3) Leave for military reserve training will be approved by the Superintendent.

d. Personal Days

Full pay shall be allowed for three (3) school days per year and shall be cumulative. Unused personal days in excess of ten (10) shall be converted to personal illness days. Personal days shall be used for the discharge of important personal matters, family business, legal, religious responsibilities, quarantine, public obligations, college graduation, professional purposes that cannot be handled outside of regular work hours, or for other personal emergencies. All teachers are required to give at least 24 hours' notice unless impossible to do so. A checklist shall be provided for indicating the reason(s). (Effective September 1, 2006).

Members utilizing personal days for the purpose of professional development shall not have these days counted against their satisfactory attendance rating. Notification shall be given to the board no less than seventy-two (72) hours prior to the date of the conference/workshop. Proof of attendance shall be given either through proof of registration or certificate of attendance.

Teachers shall not be absent for reasons of personal leave during the first ten (10) days of the school year, the last ten (10) days of the school year except in case of extreme emergency on a case-by-case basis, and on any school day immediately preceding or following a school holiday or school vacation period.

(1) All requests shall be submitted in writing to the Superintendent of Schools at least 48 hours in advance of the leave. All requests shall contain the specific reason for the leave.

(2) All requests for personal leave must be approved, in advance, by the Superintendent of Schools.

(3) The decision of the Superintendent in all matters concerning the granting or denial of such leave shall be final and not arbitrable.

e. Employees shall not be charged personal days for conducting business related to vandalism, theft, and assault occurring on school property. When a teacher is required to go to East Orange Police Department, court or other law enforcement agency or a local county, state, or federal governmental agency, he/she shall not be charged personal days.

4. Opening and Closing of School

a. All teachers are required to be present on the days preceding the opening of school and following the closing of school, as prescribed in the school calendar for each school year.

- b. Teacher absences under this section are to be included on the absence report and considered in the same way as for any other absence on days when school is in session.

5. Transfer of Sick Leave

- a. The Board of Education shall grant one half credit for any unused accumulative of sick leave days up to a maximum of 50 days that a newly employed teacher may have had in another school district in New Jersey at the time said teacher commenced employment with this Board of Education.
 - b. Each such. new teacher shall file with this Board within sixty (60 days) of the date of his/her new employment a certificate obtained from his prior employer stating such teachers' unused accumulation of sick leave days as of the date of such termination.
 - c. The accumulation of sick leave days up to a maximum of 50 days from another school district shall be credited upon the receipt of said certificate and may be used immediately or accumulated for additional leave thereafter as may be needed.
 - d. This policy shall be applicable to all such employees with accumulated sick leave who were employed by this Board of Education on or after September 1, 1989.
6. Other leaves of absence with pay may be granted by the Board for good reason. Examples of other leaves considered are for health, family matters, personal, etc.
7. Teachers shall be notified of their number of unused accumulated sick days not later than October 31.

C. The Board and the Association agree to form a Task Force to negotiate procedures for improving staff attendance.

D. **Family Leave Act (N.J.S.A 34:11B-1 et seq) Federal Family Leave Act (PL 103.3).** Teachers shall be entitled to use leave for family illness or the care of a new baby consistent with the law.

E. Sick Leave Reimbursement:

As of July 1, 2004, a teacher upon service retirement or disability retirement with a minimum of twenty (20) years of service to the district upon certification of retirement from the Teachers' Pension and Annuity Fund shall receive a lump sum payment equivalent to \$50.00 for each day of unused accumulated sick leave excess of 75 accumulated days up to a maximum of 200 days and a \$10,000 cap. Said payment shall be made to the employee no later sixty (60) days after his/her retirement date.

F. Sick Leave Bank

A. Purpose — The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a “catastrophic health condition or injury” and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

B. Definition — A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee’s fetus and requiring the care of a physician who provides a medical verification of the need for the employee’s absence.

C. Committee — The sick leave bank shall be administered by a Committee that shall consist of (8) eight members, with the East Orange Education Association President and Superintendent of the East Orange Board of Education, three (3) members selected by the Superintendent and three (3) members selected by the Association. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not be limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

Decision-making authority for all aspects of the sick leave bank shall rest exclusively with the committee. The determination to grant days from the sick leave bank shall be made on the basis of objective criteria as established by the committee. The decision to grant/deny sick day requests by the committee shall be final and not subject to the grievance procedure and arbitration. The nature of the disability shall be determined by a health care professional that shall document the nature of the disability in writing.

Employees who wish to participate in the sick leave bank shall submit a written notice of such intent to the committee prior to the start of each school year on a form provided by the committee. Only employees who participate in the sick leave bank may draw days from the bank. However, the committee may permit employees to draw days upon written request and approval. Note, any employee who seeks to draw days must submit a written request/application form.

Guidelines

1. Each participant shall donate a minimum of one (1) day per year by September 30th. Donated days must be sick days. The donation of days is irrevocable. *After the September 30th deadline, members are not eligible to participate in the Sick Bank Program for that school year regardless of past participation.* Employees who are initially hired after the start of the school year shall be eligible to enroll in the sick leave bank by contributing within the first fifty days (50) after their first day on the job.

2. An individual employee may submit two (2) requests per school year. Each request can be for a minimum of one (1) working day to a maximum draw from the sick leave bank of fifty (50) working days.
3. The sick leave bank shall run from September 1st through August 31st of each school year. Before days can be drawn from the sick leave bank, the employee must have exhausted their individual accumulated sick days.
4. The duration of the disability for which additional sick days are requested must be at least seven (7) consecutive working days.
5. In addition to the foregoing contribution of days by employees, employees shall be eligible to make a directed donation of days to a specific employee who meets the criteria established by said committee.
6. A majority vote is required to accept/reject an application for additional sick days.
7. The sick day bank will be built up annually, and replenished as needed, by the employees contributing a minimum of one (1) or a maximum of four (4) sick days. The sick day bank comprises of 800 days. No days will be added to the bank until the number drops below 300 days. Upon retirement an employee may contribute an unlimited amount of sick days to the bank. At the end of the school year, any unused sick days remaining in the sick day bank will be carried over to the next year up to a maximum of 800 days.
8. In the event that the Board of Education and Association agree to dissolve the bank for whatever reason, all days left in the banks will be divided equally by those active employees who contributed to the bank. No active employee will receive more days than he or she has contributed to the bank.
9. Decision-making authority for all aspects of the sick leave bank shall rest exclusively with the committee. The determination to grant days from the sick leave bank shall be made based upon Sections A and B of this Article. The decision to grant/deny sick day requests by the committee shall be final and not subject to the grievance procedure and arbitration.
10. The Board of Education shall maintain records on the donation and usage of sick leave bank days, which shall be the records relied on by all parties involved. At the end of each school year, the Division of Labor Relations and Employment Services shall provide the Association a written accounting of donation and usage for that year to support the total number of days shown by the Board of Education as remaining in the banks.
11. The Committee will be limited to granting up to fifty (50) school days at one time. A member may request additional sick leave by submitting a subsequent request and a doctor's certificate.
12. Claims for time from the Sick Day Bank may not be made for illness or injury resulting from a job-related condition that is being treated under a Worker's Compensation claim.

13. The Committee shall schedule meetings as necessary. Written requests by Bank members to the Committee for use of Bank days shall be responded to within thirty (30) days of receipt

14. Prior to any recommendation or approval of the use of sick leave bank days, every applicant must sign an agreement to indemnify, defend and hold harmless the Board of Education, the Committee, the Association, their members, agents, servants and employees from any and all claims, liabilities, damages and costs including but not limited to the following:

- a. the solicitation and/or contribution of sick leave days to the sick day bank;
- b. the communication of the names of Association members who contribute to the sick day bank and/or the number of days they contribute; and
- c. the application for use of sick leave days in the bank and/or the Committees review and recommendation process.

15. All sick day bank requests must be submitted to the Director of Labor Relations and Employment Services. The request to utilize sick leave bank days and employee's medical practitioner/physician's statement forms must be completed and submitted to the Director of Labor Relations and Employment Services. An employee can submit two requests per school year. Each request can be for a minimum of one (1) working day to a maximum of fifty (50) working days. No request shall be for more than fifty (50) working days.

16. Nothing in this agreement precludes the Board of Education to grant additional sick leave pursuant to N.J.S.A. 18A:30-6.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCE

A. Professional Service and/or Professional Growth

1. A leave of absence for one (1) year without pay may be granted after four (4) successive years of full time service for temporarily engaging in undertakings in the interest of professional service and/or professional growth.
2. This leave shall be for a full school year except in unusual circumstances.

B. Professional Association

The President of the Association and any other teacher elected to office in the East Orange Education Association, New Jersey Education Association, the Essex County Education Association, or the National Education Association may upon request be granted a leave of absence without pay during their term of office.

C. Peace Corps, Vista, National Teacher Corps, Exchange Teacher, Scholarship

A leave of absence without pay for a period of up to two (2) years may be granted, upon request, to any teacher to meet the minimum requirements for service in the Peace Corps, Vista, the National Teachers Corps, or serve as an Exchange Teacher, or accepts a Fulbright Scholarship.

D. College or University Teaching

A leave of absence without pay for a period of up to one (1) year may be granted a teacher on tenure, upon request, to teach in an accredited college or university.

E. Military Leave

1. Military Leave without pay shall be granted to any teacher who enlists or is inducted in any branch of the Armed Forces of the United States for the period of initial enlistment of induction.
2. The rights and benefits to teachers on military leave shall be protected in accordance with Federal and State Law, and teachers taking such leave will be given credit upon returning to their former position for the period of such leave in terms of their positions, pension rights and increments, as if they had remained in their position in the District.
3. Teachers shall immediately notify the superintendent upon notification to call to military service.

F. Child Birth

Leaves of Absence for child birth shall be granted consistent with applicable law (use of sick time shall be as regulated by N.J.S.A. 18A:30-1).

1. Pregnant teachers shall notify the Superintendent of Schools of the condition of pregnancy as soon as the existence of such condition has been confirmed, but in no

event later than the end of the fourth month of pregnancy. She shall also notify the Superintendent of the anticipated date of the delivery of the child,

2. Pregnant teachers shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leaves will commence no later than the start of the eighth month of pregnancy unless the teacher presents a statement from her physician stating that she is physically capable of continuing her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe. Should the Board question the statement of the teacher's physician, it may require the teacher to submit to an examination by a physician to be designated by it and in cooperation with the teacher's attending physician; the teacher shall be required to submit to such examination. If there is a difference of opinion between the teacher's attending physician and the physician designated by the Board as to the ability to the teacher to continue to teach, the Essex County Medical Society shall designate an impartial third physician to make an examination and his determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be shared equally by the teacher and the Board.
3. A pregnancy leave shall be terminated no later than 30 calendar days following the date of the delivery of the child unless the physician of the teacher shall certify that the teacher's physical condition or capacity is such that the teacher's health would be impaired if the teacher were to continue teaching in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the physician of the teacher, but not beyond one year. Disagreements as to the teacher's condition shall be resolved as in the preceding paragraph.

In no event shall a teacher be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty.

4. A pregnancy leave of absence granted a non-tenured teacher may not be extended beyond the end of the contract school year in which the leave is obtained.
5. Teachers returning from pregnancy leaves of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

G. Child Rearing Leave

The Board will grant child rearing leaves without pay to any teacher upon request if the teacher complies with the following requirements and conditions:

1. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.
2. In the case of female teachers, the application for child rearing leave will become effectively immediately upon the termination of the disability period.

3. Child rearing leave will be for a period of up to one year immediately following the birth or adoption of the child, but such leave may, upon request of the teacher be extended for one additional year. Leaves commencing after March 1 shall not constitute the first year. Requests for extension of such leaves must be made at least three months prior thereof.
4. Where the birth or adoption of a child is anticipated during the first two months of a school year or new semester and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year or new semester.
5. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last two months of the school year or semester.
6. Application for child rearing leave shall be filed at least three months before the anticipated birth or adoption of the child.
7. Where a teacher who has been granted a child rearing leave returns to the system at any time other than The start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, the purpose of such assignment being not to interfere with, interrupt or disrupt the instruction of the pupils, particularly where such pupils may have commenced the instruction with a teacher who was assigned to such pupils at the start of the school year.
8. A child rearing leave granted to a non-tenured teacher will not be extended beyond the end of the contract school year in which the leave is obtained.
9. Teachers returning from child rearing leaves shall not be entitled to any of the benefits to which teachers returning from pregnancy or other type of sick or disability leaves would be entitled, except that a teacher shall be entitled to return to a position in the District substantially equivalent to the one sine held prior to going on leave and said teacher shall not lose previously accumulated unused sick leave days.

H. Health

Leaves of absence without pay for a period up to two (2) years duration may be granted to teachers on tenure for reasons of personal health.

I. Political Office

A leave of absence without pay may be granted to any tenured teacher for a period of two (2) months for purposes of campaigning immediately prior to an election, and a period not to exceed four (4) years to serve in an elected public office.

J. Professional Development

The Board reserves the right to grant paid leaves of absence for purposes of professional development. The length of the leave and all terms and conditions of the leave shall be determined by the Board. The number of leaves granted, the length of such leaves, the amount

of compensation paid during such leaves, and all matters related to such leaves shall be determined by the Board. All decisions related to such leaves shall be at the sole discretion of the Board and shall not be grievable nor arbitrable.

K. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

L. Miscellaneous

1. Any teacher on an extended leave Of absence shall, in the event that he/she exercises his/her right to return at the end of such leave be entitled to return to a position in the District substantially equivalent to the one s/he held prior to going on leave; The Board shall grant previously accumulated unused sick leave days to all returning teachers.
2. Any teacher on an extended leave of absence shall be placed on the salary guide at the level s/he would have achieved if s/he had not been absent, when such leave is taken for reason of Professional Service and/or Professional Growth (Section A); Professional Association (Section B); Peace Corps, Vista National Teacher Corps, Exchange Teacher, Scholarship (Section C; College or University Teaching (Section D); Military Leave (Section E); Pregnancy Leave (Section F).
3. A teacher shall not receive increment credit for an extended leave of absence when such leave is taken for reason of Child Rearing Leave (Section G); Health (Section H); Political Office (Section I); Other Leaves (Section 3).

ARTICLE IX - INSURANCE

The Board shall provide the following insurance benefits for all teachers covered by this Agreement:

A. Accident Insurance

1. The Board shall carry secondary accident insurance., which covers the following teachers who are authorized to transport children in their own cars or on buses to and from school activities: Nurses, psychologists, social workers, speech correctionists, learning disability teacher consultants, counselors, coaches, and other teachers who have received in advance written approval from the Superintendent or his or her designated representative.
2. No other teachers shall transport children.
3. Teachers shall not request the use of parents' cars for school purposes,

B. Liability Insurance

1. The Board shall carry liability insurance to protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason or alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, provided such employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board.
2. The Board agrees to save harmless as provided by N.J.S.A. 18:5-50.4.

C. Group Insurance

The Board shall provide:

1. The required membership of each teacher, in the N.J.S.T.P. and A.F., which carries with it group life insurance equal to 1 ½ times the contract salary.
2. Upon retirement this becomes a paid-up policy equal to 3/16 of the final year's salary.
3. Each teacher may elect to carry additional Group Life Insurance equal to another two (2) times the contract salary by having a nominal monthly premium included with the pension deductions. This coverage is mandatory for the first year of teaching in New Jersey.
4. In 1961 the State Pension Board agreed to award an extra 3/16 of salary paid-up insurance on retirement to those who carried the extra Group Life Insurance.

5. The Board shall contribute one hundred percent (100%) of the full premium for each teacher and building based substitute for the individual plan or the family plan for Blue Cross, Blue Shield, Rider "I" and Major Medical or equivalent coverage.
 6. The Association agrees to replace the existing private prescription plan with the stand-alone School Employees Health Benefits Prescription Plan from Horizon Blue Cross Blue Shield of New Jersey (Card Plan).
 7. The Board agrees to continue paying for dependent coverage for 25+ years retirees.
 8. Beginning November 1, 1985, the Board shall provide and pay 100% of the full premium for each teacher family dental plan.
 9. The Board agrees to provide health benefits for retirees in accordance with the provisions of Chapter 88, PL 1974.
- D. Prescription Co-Pays:** Effective March 1, 2017, the parties agree to the following prescription co-pays: \$10 = generic and \$20 = brand name

**ARTICLE X - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL
IMPROVEMENT**

A. New Jersey Education Association State Convention

1. The Board and the Association agree to encourage teachers to attend the annual New Jersey Education Association Convention.
2. By state law, teachers are permitted to take time to attend this convention at full compensation. Because a large number of teachers attend each year, schools shall be closed during the convention.
3. Those who do not attend the convention may substitute an appropriate activity of educational value.
4. In either case, whether the teacher attends to conversation or engages in some other educational activity, she/he shall not be required to submit to his/her principal an account of what s/he did or a certificate of attendance at the convention.

B. Professional Growth

1. The Board of Education shall pay the expenses and a BOE/EOEA task force shall develop the manner in which this compensation shall be given to teachers for expenses incurred in connection with any courses, workshops, seminars, conferences, out-of-district training sessions or other such sessions which a teacher is required by the administration to take.
2. A written report on trips taken at the expense of the Board of Education must be provided the Superintendent of Schools within 10 working days following the trip.
3. The Board of Education shall reimburse the teacher(s) for expenses incurred on trips no later than sixty (60) calendar days after a written report has been provided to the Superintendent as referenced in paragraph 2 of this section.
4. For all new hires effective September 2010 — All new teachers prior to the start of the second year would be required to attend mandatory Professional Development during the last week in August, up to a maximum of 5 hours a day for 4 days. The third year would be voluntary. Teachers attending professional development shall be compensated at the summer school hourly rate.

C. Tuition Reimbursement

Any tenured teacher who receives any tuition reimbursement during an academic year must remain in the Board's employment for three (3) full academic years after receipt of the tuition otherwise he/she shall be responsible for repaying the full amount of the tuition

receive. The only exception is if the employee is terminated for cause or non-renewal or reduction in force.

COURSE ELIGIBILITY: The Board agrees to provide tuition reimbursement to full-time tenured teachers for graduate courses taken at an accredited college or university in areas which are directly related to their current assignment or which are approved by the Superintendent.

GRADE REQUIREMENT: To be eligible for reimbursement, teachers must obtain the Superintendent's approval of all courses. A grade of B or better must be achieved to be eligible for reimbursement. If the course is offered ONLY as Pass/Fail, a Pass must be achieved.

Reimbursement will be made on the basis of an official transcript being submitted to the Superintendent. Reimbursement shall be made only for tuition. Fees, books and other costs shall be the responsibility of the teacher.

The Board agrees to reimburse, for the 2014-2015, 2015-2016, 2016-2017 & 2017-2018 school years, up to a maximum of six (6) credits at the Rutgers Spring Graduate tuition rate incurred by any certified teacher employed full time by the East Orange Board of Education who is not on sabbatical or any other extended leave.

DISTRICT EXPENDITURE LIABILITY: For the school years 2014-2015, 2015-2016, 2016-2017 & 2017-2018, the aggregate tuition reimbursement shall be \$90,000. Any remaining funds shall be applied to succeeding years.

Deadlines: The deadlines for the submission of requests for tuition reimbursement shall be as follows:

October 30 th	Summer Semester
February 15 th	Fall Semester
July 30 th	Spring Semester

GUIDELINES FOR TUITION REIMBURSEMENT:

1. Application Procedure
 - a. Any member of the teaching staff may make an application in writing to the Superintendent of Schools or designee for approval of a course or courses to be taken during any school semester including summer sessions.
 - b. Such written request shall be submitted before the beginning of the course through five (5) calendar days following the first meeting of the course.
 - c. The Superintendent of Schools or designees shall acknowledge, in writing, receipt of the application.
 - d. Should the Superintendent of Schools or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the Reason(s) for denial. Said denial shall be sent not later

than ten (10) working days from receipt of the application by the Superintendent of Schools or designee.

2. Monetary Reimbursement:
 - a. In year one (1) the \$90,000 annual tuition reimbursement allotment shall be divided into three equal shares as follows:
 1. Spring Semester - \$35,000
 - Summer Semester - \$20,000
 - Fall Semester - \$35,000
 - b. In year two (2) the \$90,000 annual tuition reimbursement allotment shall be divided into three equal shares as follows:
 1. Spring Semester - \$35,000
 2. Summer Semester - \$20,000
 3. Fall Semester - \$35,000
 - c. In year three the \$90,000.00 annual tuition reimbursement allotment shall be divided into three equal shares as follows:
 1. Spring Semester \$35,000
 2. Summer Semester - \$20,000
 3. Fall Semester - \$35,000
3. If the total cost of tuition reimbursement for any semester is equal to or less than the total amount of funds available, the maximum tuition reimbursement for each credit shall be at the Rutgers spring graduate tuition rate per credit per employee. Employees shall receive full reimbursement of tuition when such tuition is not calculated on a per credit basis.
4. If the total cost of tuition reimbursement for any semester exceeds the amount allotted for that semester, then employees shall receive an amount in accordance with the rate in paragraph 1a, 1b or 1c above. However, that amount shall be prorated according to the following formula: the total amount of funds available divided by the total amount of funds approved.
5. If the total amount of funds used in any trimester is less than the trimester allotment, then, the excess funds will be carried over into the next semester.

Reimbursement Procedure

- a. Under the provisions of the tuition reimbursement procedure, eligible staff members are required to pay for courses taken up registration for the course(s). Eligible staff members will be reimbursed for tuition costs upon successful completion of the course(s) in accordance with the guidelines adopted herein.
- b. Reimbursement for said course(s) shall be in the manner set forth below:
 1. In order for an applicant to receive reimbursement, the applicant shall submit to the Superintendent of Schools or designee copies of the following:
 - a. a college statement of costs (bill)

- b. itemized receipt, cash voucher, or original canceled check (front and back)
 - c. official proof of successful completion of the course(s) for which reimbursement is sought in the form of an official school transcript
2. All documents substantiating claims for tuition reimbursement shall be submitted to the Superintendent of Schools or designee as one package after completion of the course(s).
 3. Reimbursement shall be made within sixty (60) days of receipt of the above-mentioned package of materials. Reimbursement for courses taken in the summer shall be provided in September provided the staff member returns to the District as an appointed employee.
 4. As payment for said courses is a reimbursement of expenses rather than additional earned income, payments to eligible staff members under the provisions of this agreement shall be made by a check separate from any salary or payroll check

Association Notification: The Association shall receive tuition reimbursement reports for the summer, fall and spring semesters as applicable. The report shall be in the same format as prepare for the Superintendent of Schools or his designee. Grievances related to any and all aspects of tuition reimbursement shall end at the level of the Board of Education.

ARTICLE XI - TEACHING HOURS AND TEACHING LOAD

A. Length of School Day

1. The length of the teaching day shall be of a time necessary for teachers to meet their responsibilities as professional employees.
2. Teachers shall be on duty fifteen (15) minutes before school begins and remain fifteen (15) minutes after the dismissal of classes as the discharge of their professional responsibilities require.
3. All teachers shall have a duty-free lunch period daily, with no teacher having fewer than forty (40) consecutive minutes. The Board and Association twee to encourage elementary staff to review the allocation of instructional and lunchtime within the work day. It is understood that any reduction to lunch time would be matched with appropriate adjustments in the work day.
4. Building based teachers may be required to remain after the end of the regular workday, without additional compensation no more than three (3) days per month for other professional Meetings involving total staff. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time. The total time of these meetings shall not exceed 240 minutes per month and no meeting shall exceed 90 minutes. Except in cases of an emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early. Special area meetings (i.e., department meetings, etc.) may be called by building principal when an urgent nccd therefore exists.
5. Meetings which take place after the regular in-school work-day and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or vacation period or other day upon which teacher attendance is not required at school.
6. The Board shall pay the contractual hourly rate for required in-service meetings up to a maximum of three (3) hours per month, with no one (1) meeting running past 5:00 p.m. In-service meetings on week-ends shall be voluntary, but, if attended shall be compensated as outlined above. Exceptions to attendance at required in-service programs shall be dealt with on an individual basis with the Asst. Superintendent's decision being final.

B. Teaching Hours

1. All secondary school teachers shall have at least one (1) regular class period of preparation time each school day during which time they shall not be assigned to other duties except in an emergency.
2. An elementary teacher may leave or remain in his/her classroom when a special teacher is in charge of the class. The time a special teacher is in the classroom may be used by the regular teacher as preparation time. All elementary teachers shall have minimum

preparation time, during which they shall not be assigned other duties except in an emergency, as follows:

Kindergarten — Grade 6 = 40 consecutive minutes prep time per day.
Grades 7/8 = 5 periods per week.

The Association agrees that the Board shall have the right to provide additional preparation time and that such decision by the Board shall be final.

3. The Board of Education shall give all Pre K-12 grade teachers a discretionary check in the following amounts: \$55.75 for 2014-15; \$57.00 for 2015-16; \$58.60 for 2016-17; and \$60.00 for 2017-18. These funds shall be over and above those which are supplied through the usual channels. The discretionary check shall be increased annually by rate of settlement.
4. The Board shall have the right to restructure the internal elements of the work day without additional compensation, as long as the gross work day is not increased. If the gross work day is increased through an increase in pupil-teacher contact time, the Board agrees to compensate teachers at a rate to be determined.

The Board agrees to compensate kindergarten teachers who work an extended day (one extra hour) a total of \$4,000 for the year. Such additional compensation shall be made a part of the base salary and shall be included in the salary for pension purposes.

Teachers who work the extended kindergarten day for less than the full school year shall be compensated proportionately.

C. Teaching Load

Reasonable duties assigned teachers over and beyond their teaching duties performed during the normal day shall be counted as part of their teaching load.

D. Extra Compensation — All payments listed below shall be effective unless otherwise specified.

1. HIGH SCHOOL/MIDDLE SCHOOL

- a. EXTRA CLASS COVERAGE: SHORT TERM (1-5 CONSECUTIVE DAYS)
 - i. \$41.00 per period effective September 2014;
\$41.00 per period effective September 2015;
\$41.00 per period effective September 2016; and
\$41.00 per period effective September 2017 when assigned an additional class instead of a Preparation Period or a Lunch Period.
 - ii. \$34.00 per period effective September 2014;
\$34.00 per period effective September 2015;

\$34.00 per period effective September 2016;
\$34.00 per period effective September 2017 when assigned a sixth class instead of a supervisory period.

- iii. \$35.00 per period effective September 2014;
\$35.00 per period effective September 2015;
\$35.00 per period effective September 2016; and
\$35.00 per period effective September 2017 when assigned a combined class.
- iv. **Split Class**
 - 1. Non-increment weather day: \$143.00 per day for the 2014 - 15 school year; \$143.00 per day for the 2015 - 16 school year, \$143.00 per day for the 2016 - 17; and \$143.00 per day for the 2017 - 18 school year shall be divided among all teachers who are assigned students for a split class.
 - 2. Increment weather day: \$143.00 per day for the 2014 - 15 school year; \$143.00 per day for the 2015 - 16 school year; \$143.00 per day for the 2016 - 17; and \$143.00 per day for the 2017 - 18 school year shall be divided among all teachers when teachers are assigned students for a split class. Extra compensation for a split class or for additional students shall be paid only when the number of students in the reorganized class exceeds the number of students normally assigned to the teacher for that class period or for that school day.
- v. \$41.00 per period effective September 2014;
\$41.00 per period effective September 2015; \$41.00 per period effective September 2016; and \$41.00 per period effective September 2017 when assigned class coverage that extends the work day beyond 6 hours and 55 minutes.
- vi. \$34.00 per period effective September 2014;
\$34.00 per period effective September 2015; \$34.00 per period effective September 2016; and \$34.00 per period effective September 2017 when assigned supervision coverage that extends the work day beyond 6 hours and 55 minutes.

b. EXTRA CLASS LOAD: LONG TERM (COMMENCEMENT, 6TH CONSECUTIVE DAY

- i. Teachers in elementary, middle and/or high schools shall receive \$41.00 per period effective September 2014; \$41.00 per period effective September 2015; \$41.00 per period effective September 2016; and \$41.00 per period effective September 2017 or \$7,337.00 (2014); \$7,337.00 (2015); \$7,337.00 (2016); and \$7,337.00 (2017) per annum for each class assigned in addition to their regular teaching assignment. Teachers shall be paid for each day actually worked during each pay period. To be eligible for the full annual payment, teachers must have an annual attendance rate of 96.5 percent or higher (absences for jury duty or workers' compensation shall not be included in the calculation): An attendance rate of 96.5 per cent equals not more than 6.5 days of absence.

- ii. The following language shall apply to teachers who are assigned to one or more schools with different grade level groupings.

The rate of compensation shall be a fraction of the number of teaching periods that comprise the day of the school of the major teaching assignment (denominator or bottom number) versus the number of teaching periods that comprise the minor teaching assignment (numerator or top number) times the annual rate for long term extra compensation.

FORMULA: # of teaching periods that comprise minor teaching assignment divided by the # of teaching periods that comprise major teaching assignment times \$7,337.00 (2014-15); \$7,337.00 (2015-16); \$7,337.00 (2016-17); and \$7,337.00 (2017-18).

- iii. Teachers who are assigned an additional class (in lieu of a preparation period) and who are required to work more than 6 hours and 55 minutes per day shall be paid at the following rates:

\$41.00 effective September 2014;
\$41.00 effective September 2015;
\$41.00 effective September 2016;
\$41.00 effective September 2017.

for the sixth teaching assignment as well as

\$34.00 per hour effective September 2014;
\$34.00 per hour effective September 2015;
\$34.00 per hour effective September 2016;
\$34.00 per hour effective September 2017.

for the time worked in excess of 6 hours and 55 minutes.

- iv. Compensation for a teacher who works a 9-period day with 2 supervisions, 1 preparation and 1 lunch shall be

\$26.00 effective September 2014;
\$26.00 effective September 2015;
\$26.00 effective September 2016;
\$26.00 effective September 2017.

for the additional supervision period plus

\$34.00 per hour effective September 2014;
\$34.00 per hour effective September 2015;
\$34.00 per hour effective September 2016;
\$34.00 per hour effective September 2017.

for time worked in excess of 6 hours and 55 minutes.

- v. Compensated for a teacher who teaches seven (7) periods shall be:

\$43.00 effective September 2014;
\$43.00 effective September 2015;
\$43.00 effective September 2016;
\$43.00 effective September 2017.

per period plus

\$34.00 per hour effective September 2014;

\$34.00 per hour effective September 2015;

\$34.00 per hour effective September 2016;

\$34.00 per hour effective September 2017.

for time worked in excess of 6 hours and 55 minutes.

2. ELEMENTARY SCHOOLS

a. EXTRA CLASS COVERAGE: SHORT TERM (1-5 CONSECUTIVE DAYS)

i. \$41.00 effective September 2014;
\$41.00 effective September 2015;
\$41.00 effective September 2016;
\$41.00 effective September 2017; when assigned an additional class instead of a Preparation Period or a Lunch Period.

ii. \$34.00 effective September 2014;
\$34.00 effective September 2015;
\$34.00 effective September 2016;
\$34.00 effective September 2017; when assigned a combined class.

iii. Split Class

1. Non-inclement weather day: \$143.00 per day for the 2014 - 15 school year; \$143.00 per day for the 2015 - 16 school year, \$143.00 per day for the 2016 - 17; and \$143.00 per day for the 2017 - 18 school year shall be divided among all teachers who are assigned students for a split class.
2. Inclement weather day: \$143.00 per day for the 2014 - 15 school year; \$143.00 per day for the 2015 - 16 school year; \$143.00 per day for the 2016 - 17; and \$143.00 per day for the 2017 - 18 school year shall be divided among all teachers when teachers are assigned students for a split class. Extra compensation for a split class or for additional students shall be paid only when the number of students in the reorganized class exceeds the number of students normally assigned to the teacher for that class period or for that school day.

b. EXTRA CLASS LOAD: LONG TERM (COMMENCEMENT, 6 CONSECUTIVE DAY)

i. Teachers in elementary schools shall receive \$41.00 per period effective September 2014; \$41.00 per period effective September 2015; \$41.00 per period effective September 2016; and \$41.00 per period effective September 2017 or \$7,337 (2014), \$7,337 (2015), \$7,337 (2016); and \$7,337 (2017) per annum for each class assigned in addition to their regular teaching assignment. Teachers shall be paid for each day actually worked during each pay period. To be eligible for the full annual payment, teachers must have an annual attendance rate of 96.5 percent or higher (absences

for jury duty or workers' compensation shall not be included in the calculation). An attendance rate of 96.5 per cent equals not more than 6.5 days of absence.

- ii. The following language shall apply to teachers who are assigned to one or more schools with different grade level groupings.

The rate of compensation shall be a fraction of the number of teaching periods that comprise the day of the school of the major teaching assignment (denominator or bottom number) versus the number of teaching periods that comprise the minor teaching assignment (numerator or top number) times the annual rate for long term extra compensation.

FORMULA: # of teaching periods that comprise minor teaching assignment divided by the # of teaching periods that comprise major teaching assignment times \$7,337 (2014-15), \$7,337 (2015-16), \$7,337 (2016-17); and \$7337 (2017-18).

- 3. HYBRID SCHOOLS — Schools that have elementary, middle school and/or high school certificated staff teaching at an elementary, middle or high school level.

- a. EXTRA CLASS COVERAGE: SHORT TERM
(1-5 CONSECUTIVE DAYS)

- i. \$41.00 effective September 2014;
\$41.00 effective September 2015;
\$41.00 effective September 2016; and
\$41.00 per period effective September 2017; when assigned an additional class instead of a Preparation Period or a Lunch Period.
- ii. \$34.00 effective September 2014;
\$34.00 effective September 2015;
\$34.00 effective September 2016; and
\$34.00 effective September 2017; when assigned a sixth class instead of a supervisory period.
- iii. \$35.00 effective September 2014;
\$35.00 effective September 2015;
\$35.00 effective September 2016;
\$35.00 effective September 2017; when assigned a combined class.
- iv. Split Class
 - 1. Non-inclement weather day; \$143.00 per day for the 2014-15 school year, and \$143.00 per day for the 2015-16 school year and \$143.00 per day for the 2016-17 school year and \$143.00 per day for the 2017-18 school year shall be divided among all teachers who are assigned students for a split class.
 - 2. Inclement weather day: \$143.00 per day for the 2014-15 school year, and \$143.00 per day for the 2015-16 school year and \$143.00 per day for the 2016-17 school

year and \$143.00 per day for the 2017-18 school year shall be divided among all teachers when teachers are assigned students for a split class. Extra compensation for a split class or for additional students shall be paid only when the number of students in the reorganized class exceeds the number of students normally assigned to the teacher for that class period or for that school day.

- v. \$41.00 per period effective September 2014;
\$41.00 per period effective September 2015;
\$41.00 per period effective September 2016; and
\$41.00 per period effective September 2017; when assigned class coverage that extends the work day beyond 6 hours and 55 minutes.
- vi. \$34.00 per period effective September 2014;
\$34.00 per period effective September 2015;
\$34.00 per period effective September 2016; and
\$34.00 per period effective September 2017 when assigned supervision coverage that extends the workday beyond 6 hours and 55 minutes.

b. EXTRA CLASS LOAD: LONG TERM
(COMMENCEMENT - 6 CONSECUTIVE DAY)

- i. Teachers in elementary, middle and/or high schools shall receive \$41.00 per period effective September 2014; \$41.00 per period effective September 2015; \$41.00 per period effective September 2016; and \$41.00 per period effective September 2017 or \$7,337.3 (2014-15); \$7,337 (2015-16); \$7,337 (2016-17) and \$7,337 (2017-18) per annum for each class assigned in addition to their regular teaching assignment. Teachers shall be paid for each day actually worked during each pay period: To be eligible for the full annual payment, teachers must have an annual attendance rate of 96.5 percent or higher (absences for jury duty or workers' compensation shall not be included in the calculation). An attendance rate of 96.5 per cent equals not more than 6.5 days of absence.
- ii. The following language shall apply to teachers who are assigned to one or more schools with different grade level groupings.

The rate of compensation shall be a fraction of the number of teaching periods that comprise the day of the school of the major teaching assignment (denominator or bottom number) versus the number of teaching periods that comprise the minor teaching assignment (numerator or top number) times the annual rate for long term extra compensation.

FORMULA: # of teaching periods that comprise minor teaching assignment divided by the # of teaching periods that comprise major teaching assignment times \$7,337 (2014-15), \$7,337 (2015-16), \$7,337 (2016-17); and \$7,337 (2017-18).

- iii. Teachers who are assigned an additional class (in lieu of a preparation period) and who are required to work more than 6 hours and 55 minutes per day shall be paid at the following rates:

\$41.00 effective September 2014;
\$41.00 effective September 2015;
\$41.00 effective September 2016;
\$41.00 effective September 2017;
for the sixth teaching assignment as well as
\$34.00 per hour effective September 2014;
\$34.00 per hour effective September 2015;
\$34.00 per hour effective September 2016;
\$34.00 per hour effective September 2017;
for the time worked in excess of 6 hours and 55 minutes.

Compensation for a teacher who works a 9-period day with 2 supervisions, 1 preparation and 1 lunch shall be:

\$26.00 effective September 2014;
\$26.00 effective September 2015;
\$26.00 effective September 2016;
\$26.00 effective September 2017;
for the additional supervision period plus
\$34.00 per hour effective September 2014;
\$34.00 per hour effective September 2015;
\$34.00 per hour effective September 2016;
\$34.00 per hour effective September 2017;
for time worked in excess of 6 hours and 55 minutes.

- iv. Compensation for a teacher who teaches seven (7) periods shall be:

\$43.00 effective September 2014;
\$43.00 effective September 2015;
\$43.00 effective September 2016;
\$43.00 effective September 2017;
per period plus
\$34.00 per hour effective September 2014;
\$34.00 per hour effective September 2015;
\$34.00 per hour effective September 2016;
\$34.00 per hour effective September 2017;
for time worked in excess of 6 hours and 55 minutes.

4. MISCELLANEOUS LANGUAGE

- a. The hourly rate of extra compensation for the term of this contract shall be \$33.00 per hour effective September 2014; \$33.00 per hour effective September 2015; \$34.00 per hour effective September 2016; and \$35.00 per hour effective September 2017. The

elementary lunch supervisor rate shall be \$39.00 per hour effective September 2014; \$39.00 per hour effective September 2015; \$39.00 per hour effective September 2016; and \$39.00 per hour effective September 2017.

- b. No compensation for staff who choose to come in early for the "0" period and leave early, and for those who come late in the AM for an assignment at the end of the day. Such schedules shall be developed to provide for (8) eight consecutive periods per day.
- c. **Special Rates** — Where there are 2 teachers in a class (i.e., K-I transitional — Co-op etc.) the hourly rate shall be \$23.50 effective September 2014; \$23.50 effective September 2015; and \$23.50 effective September 2016; and \$23.50 effective September 2017; per hour of student contact time shall be paid after 10 consecutive days of absence of one of the teachers-pay to commence on the 11th day. Pay for 6th period short term is \$34.00 per hour effective September 2014; \$34.00 per hour effective September 2015; \$34.00 per hour effective September 2016; and \$35.00 per hour effective September 2017. If the time extends beyond 30 school days pay changes to

- \$41.00 effective September 2014;
 - \$41.00 effective September 2015;
 - \$41.00 effective September 2016;
 - \$41.00 effective September 2017;

retroactive to the first day.

- d. Any nurse who is required by the Superintendent to provide services to another school, in addition to his/her regular assignment for the school year, shall be entitled to per diem extra compensation at the rate of

- \$106.00 effective September 2014;
 - \$106.00 effective September 2015;
 - \$106.00 effective September 2016;
 - \$106.00 effective September 2017;

per day. Compensation shall begin on the sixth (e) consecutive day and shall continue for the duration of the assignment. The compensation outlined above shall be the only extra compensation received during the assignment period.

- e. The Board reserves the right to require non-classroom teachers to work a flex schedule by reporting earlier or staying later than the regular school day of the school to which they are assigned, without additional compensation. It is agreed that the non-classroom teachers who work the flex schedule will work hours which are consistent with the arrival and departure of students, i.e. fifteen (15) minutes before and fifteen (15) minutes after students.
- f. The Board shall provide an optional twelve month pay schedule for ten month teachers.

5. DEFINITIONS

- a. **Lunch/Preparation Period** — a period of time whereby the teacher is scheduled for a duty-free non-pupil contact Period.
- b. **Supervisory Period** — a period during the regularly scheduled day during which teachers are assigned to perform duties such as Cafeteria Duty (not to be confused with teachers performing cafeteria duty in lieu of lunch or prep), Hall Duty, In School Suspension, Study Hall, Office Duty, Play Ground Duty, Bus Duty.
- c. **Split Class** — A split class shall be defined as a class of students that have been assigned to a number of teachers.
- d. **Combined Class** — a situation whereby a teacher is assigned one or more whole classes in addition to his/her regular class.
- e. **Inclement Weather** — weather conditions, such as ice, snow, sleet, heavy rain, and hurricanes/tornadoes not excluding any other weather-related conditions; that present potentially unsafe driving conditions.

E. Building Based Subs (BBS)

- 1. Pay rate shall be as follows:
 - 2014-15 per diem rate shall be \$143.00.
 - 2015-16 per diem rate shall be \$143.00.
 - 2016-17 per diem rate shall be \$143.00.
 - 2017-18 per diem rate shall be \$143.00.

F. Summer school teachers shall be paid at the hourly rate.

Article XII - TEACHERS EMPLOYMENT

A. Credit for Prior Experience- New Teachers

1. Placement on the teachers' salary guide shall be at the discretion of the Superintendent and Board of Education.
2. Each new teacher shall be placed on his proper step on the current Teacher Salary Guides upon verification of all contracted previous satisfactory teaching experience in a duly accredited public and/or private elementary or secondary school by the chief school administrator, or his/her designated representative, of the school(s) or school district(s) in which he/she was previously employed.
3. To receive credit for one year of teaching experience, a teacher shall have been under contract at least eight months of the school year. To receive credit for one-half year, a teacher shall have been under contract for at least four months of the school year.

B. Credit for Other Experience

1. The Board and the Association recognize the value of experience outside the specific area of employment and agree that some credit should be granted for related verified full-time contracted experience in other than a duly accredited public and/or private elementary or secondary school.
 2. Additional credit-not to exceed four (4) years shall be granted for active military service.
 3. Where such experience is not in the same area as that for which the teacher is being hired, such credit will be granted as follows: Full credit for the first three (3) years and half (1/2) credit for all remaining years.
- C. All validations of prior and/or related experience shall be forwarded directly to the Superintendent of Schools on the official stationery of the previous employing agency within 30 calendar days after the teacher's appointment or proof of the request (return receipt) shall be submitted to the Superintendent of Schools within 30 days after appointment.
- D. Teachers shall be notified, in writing, of their contract and salary status no later than May 15.

ARTICLE XIII - TEACHER ASSIGNMENT

- A. 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. Notice of assignments to new teachers shall be given as soon as practicable after they are appointed by the Board.
 - 1. As soon as practicable, the superintendent or his/her designated representative shall give notice of assignment to each teacher employed as a reserve teacher.
 - 2. Teachers who remain unassigned on September 1 shall be entitled to full teacher benefits.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments occur after such notification, any teacher affected shall be notified in writing as soon as practicable.
- C. 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 school per day shall be reimbursed for all such travel on the approval of the Board on the recommendation of the Superintendent of Schools at the current OMB recommended rate.

ARTICLE XIV - VOLUNTARY TRANSFER AND REASSIGNMENT

- A. Within three (3) school days after the Board has determined the existence of a teaching vacancy during the school year, the superintendent shall distribute a list of such vacancies, a copy of which shall be (1) sent to the Association and (2) posted in each school building by the building principal. All notices of vacancies may be distributed electronically.
- B. A teacher who desires a change in grade assignment, a change in subject assignment, or a transfer to another school building, shall adhere to the following procedures:
 - 1. Within five (5) school days from date of posting, discuss his/her desire for transfer or reassignment with his/her existing building principal and/or principal of the building to which the teacher is seeking a transfer or reassignment.
 - 2. File a written statement of his/her desire to transfer or be reassigned with the superintendent.
 - 3. File a request for transfer or reassignment at any time a vacancy exists for the following school year.
 - 4. Include in the request the specific grade level, subject area, or school building to which s/he is seeking transfer or reassignment.
 - 5. State in order of preference, the grade levels, subject areas, or buildings the existing vacancies to which s/he might want to be transferred.
- C. The superintendent or his/her designated representative, shall review the teacher's request for transfer or reassignment and arrive at a decision as soon as practical, but no later than sixty (60) days after the superintendent has received a request for transfer or reassignment.
- D. Teachers shall be informed in writing of the Board's decision relative to their request for transfer and/or reassignment.

ARTICLE XV - TEACHER EVALUATION

- A. The purpose of teacher evaluation shall be to assist teachers to develop and to strengthen their professional abilities through an assessment of strengths and weaknesses. Teacher evaluation shall be a process through which the principal provides guidelines, suggests ways to overcome difficulties, makes commendations, and determines the progress of a teacher's professional performance.
- B. Teacher evaluation shall be an ongoing process, which involves all teacher-principal professional relationships, including, but not limited to, classroom visitation, staff meetings, conferences, etc. This process is not designated to constitute a threat to effective principal-teacher relationships.
- C. All evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. Evaluation for non tenure teachers shall be written at least three times each year on forms to be provided. The first evaluation shall be completed before November 1, the second before January 15 and the third before March 15 of each school year.
- E. Evaluation for tenure teachers shall be written at least once each year on forms to be provided. The evaluation shall be completed before March 30 of each school year.
- F. The minimum basic procedure leading to evaluation of teachers shall include the following:
 1. Teachers shall be informed of the identity of their evaluators prior to the first evaluation.
 2. The evaluators shall visit each teacher in the classroom several times during each school year and record the general nature of visitations on a form to be provided, with a copy for the teacher. These reports shall not be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher, the teacher shall be signature attest that the conference was held. Such signature by the teacher may not necessarily indicate approval of the evaluation. The teacher may make written comments about these reports, but no teacher shall be required to sign a blank or incomplete evaluation form.
 3. At least three times each year in the case of non-tenure teachers, evaluator(s) shall schedule a formal evaluative interview with each teacher the first prior to November 1, the second before January 15 the third before March 15 of each school year.,
 4. At least once each year in the case of a tenure teacher, evaluators shall schedule a formal evaluative interview with each teacher prior to April 2.
 5. In each evaluative interview, evaluator(s) and the teacher will discuss matters pertaining to the teacher's growth and development in professional abilities and make

an assessment of the teacher's strengths and weaknesses. The interview shall include a discussion of pupil growth and achievement, the teacher's instructional skills, and his/her professional attributes.

6. The result of all formal conferences and evaluative interviews, with recommendations that teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, shall be recorded with copies to the teacher. Signature of teacher does NOT necessarily imply agreement with the contents of the report. A teacher shall be required to sign these reports; however, no teacher shall be required to sign the reports prior to having been given an opportunity to read these reports.
 7. In the event a teacher does not agree with the evaluator(s) evaluation, the disagreement must be submitted in writing on a form to be provided, with copies for the teacher, the principal, and the superintendent. These rebuttals must be filed within ten (10) days after the signing of the evaluation.
 8. The evaluator(s) shall maintain a cumulative record of all pertinent data relating to each teacher. This file shall be available for the teacher's review. The teacher may write comments and have them included in the file.
 9. In the case of special area teachers assigned to more than one building, the Director or Assistant Director of the special area shall be responsible for evaluations of the teacher's professional growth and development. All evaluative conferences shall be conducted for these teachers in the manner prescribed above.
 10. A teacher may request, in writing, visits by an evaluator whenever the teacher feels that such visits will assist in the evaluation process.
 11. Complaints regarding a teacher made to any member of the administration, by a parent, student or other person which may be used in any manner in evaluating a teacher shall be processed according to the Complaint Procedure.
- G. The evaluator(s) recommendations may include such factors as appearance, voice manner, health, scope of interest, cooperation, attitude, professional interests, planning and preparation, teaching techniques, ability to manage, pupil growth and achievement, regularity and promptness of school attendance, etc.
- H. Grievances concerning decisions by the Board of Education to terminate non-tenure teachers or to withhold increments and/or increase of all teachers may be processed to Level 4 of the Grievance Procedure.

For information only: Satisfactory evaluations shall be prerequisite to granting of all increases and/or increments in salaries.

*Required by N.J.A.C. 6A:3-4.1

ARTICLE XVI - COMPLAINT PROCEDURE

A. Procedural Requirement:

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedures outlined below:

B. Meeting with Principal or Immediate Superior:

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation:

The teacher has the right to be represented at any meetings or conferences regarding such complaint.

D. Procedure:

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step Two.

Step 2: Any complaint unresolved under Step One, at the request of the teacher or the complainant, shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step Two may be submitted in writing by the complainant or the teacher to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his/her designee and the complainant or teacher.

Step 4: Upon receipt of the written complaint the Superintendent or his/her designee shall confer with the teacher.

Step 5: If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher s/he shall forward the results of his investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6: After receipt of the findings and recommendations of the Superintendent or his/her designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the board and show cause why the recommendations of the Superintendent or his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

E. In the absence of any violations of the procedures outlined in this article, decisions by the Board of Education are final.

ARTICLE XVII - PERSONNEL FOLDERS

- A. Every teacher shall have the right to inspect all material in his/her individual personnel folder, with the sole exception that all prehire material, both documents and letters, shall be treated as confidential and shall not be made available to the teacher. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
- B. The teacher shall have the right to submit written comments to all post-hire material contained in his/her individual personnel folder. These comments shall be reviewed by the Superintendent and shall become part of his/her personnel folder.
- C. A teacher shall have the right, upon request, to receive copies, at cost, of any documents contained in his/her personnel folder, subject to Section A above. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which s/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall, be reviewed by the Superintendent or his/her designee and the Superintendent's decision as to which documents shall be destroyed or retained shall be final and not grievable.
- D. The official personnel file shall be maintained in the office of the Superintendent or in the office of his/her designee.

ARTICLE XVIII - PROMOTIONS

- A. Whenever vacancies in positions which pay a salary differential occur, the Board agrees through the Office of the Superintendent of Schools, to publicize according to the procedures below. These positions include, but are not limited to, position of coordinators, supervisors, directors, principals, assistant principals, administrative assistants, department heads, specialists, special project teachers, pupil personnel services. Postings for promotions and vacancies may be provided electronically.
- B. All vacancies determined by the Board in promotional positions shall be publicized by the superintendent or his/her designated representative in accordance with the following procedure:
1. When school is in session, all vacancies shall be advertised within the East Orange School District within three (3) school days of the occurrence of the vacancy.
 2. Such advertisement shall be in the form of a notice to be posted by the principal of each school.
 3. Such notice shall be posted in each school as far in advance as practicable, but in no event less than five (5) school days before the final date when applicable must be submitted.
 4. A copy of such notice shall be given by the superintendent to the Association at the time of posting.
- C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the administrator named in the written notice within the time limit specified therein. The administrator named in the notice shall acknowledge promptly in writing, the receipt of all such applications.
- D. 1. Teachers who desire to apply for promotional positions which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer.
2. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable but in no event fewer than seven (7) days before the final date when applications must be submitted.
 3. The superintendent shall forward a copy of the notice of promotional positions to be filled during the summer period to the Association and post same at the central administrative office.

E. Written notices of vacancies shall include the qualifications for the position, its duties, and the rate of compensation.

ARTICLE XIX- TEMPORARY SPECIAL ASSIGNMENTS

- A. Placement of personnel on a temporary special assignment remains the prerogative of the Board. Temporary special assignments shall be construed to mean any assignment of not more than one (1) school year duration and which does not carry a salary differential. The Board agrees, through the office of the Superintendent of Schools, to publicize such positions, with copies to the Association, and post the positions in the District.

**ARTICLE XX - EXTRA COMPENSATION GUIDES
2014 - 2018**

Guide #1 – Head Football & Basketball

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	6779	6779	6948	7122
2	9362	9362	9596	9836
3	10213	10213	10468	10730
4	10960	10960	11234	11515
5	13416	13416	13751	14095

Guide #1A – Asst. Football & Basketball

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2015-16</u>	<u>2017-18</u>
1	5815	5815	5960	6109
2	6809	6809	6979	7153
3	7305	7305	7488	7675
4	7721	7721	7914	8112
5	7809	7809	8004	8204

Guide #2 – Head Baseball, Softball, Wrestling, Indoor & Outdoor Track & Soccer

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	6976	6976	7150	7329
2	7721	7721	7914	8112
3	8469	8469	8681	8898
4	9219	9219	9449	9685
5	10622	10622	10888	11160

Guide #2A – Asst. Baseball, Softball, Wrestling, Indoor & Outdoor Track & Soccer

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	4963	4963	5087	5214
2	5718	5718	5861	6008
3	6467	6467	6629	6795
4	7214	7214	7394	7579
5	9616	9616	9856	10102

Guide #3 – Head Cross Country, Lacrosse, Swimming, Field Hockey & Gymnastics

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	5970	5970	6119	6272
2	6737	6737	6905	7078
3	7477	7477	7664	7856
4	8220	8220	8426	8637
5	10620	10620	10886	11158

Guide #3A – Asst. Head Cross Country, Lacrosse, Swimming, Field Hockey & Gymnastics

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	3986	3986	4086	4188
2	4480	4480	4592	4707
3	4981	4981	5106	5234
4	5479	5479	5616	5756
5	5982	5982	6132	6285

Guide #4 – Head Volleyball (Boys & Girls), Tennis (Boys & Girls), Golf & Bowling

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	4157	4157	4261	4368
2	4444	4444	4555	4669
3	5064	5064	5191	5321
4	5690	5690	5832	5978
5	6311	6311	6469	6631

Guide #4A – Asst. Volleyball (Boys & Girls), Tennis (Boys & Girls), Golf & Bowling

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	3147	3147	3226	3307
2	3523	3523	3611	3701
3	4021	4021	4122	4225
4	4449	4449	4560	4674
5	5037	5037	5163	5292

Trainer (Per Year)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-2017</u>	<u>2017-18</u>
1	10300	10300	10558	10822
2	12294	12294	12601	12916
3	14285	14285	14642	15008
4	16282	16282	16689	17106
5	18273	18273	18730	19198

Football Photographer

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2016-17</u>
1	2820	2820	2891	2963
2	3156	3156	3235	3316
3	3491	3491	3578	3667
4	3819	3819	3914	4012
5	4157	4157	4261	4368

Head Band

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	5234	5234	5365	5499
2	5728	5728	5871	6018
3	5802	5802	5947	6096
4	6725	6725	6893	7065

Assistant Band

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	3491	3491	3578	3667
2	3819	3819	3914	4012
3	4157	4157	4261	4368
4	4480	4480	4592	4707

Cheerleader – Two (2) Seasons

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	4480	4480	4592	4707
2	4981	4981	5106	5234
3	5479	5479	5616	5756

Music/Drama Director

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	4321	4321	4429	4540
2	4818	4818	4938	5061
3	5314	5314	5447	5583
4	5865	5865	6012	6162

Honor Guard, Twirlers, Drill Team, Pom-Pom Squad

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
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1	2820	2820	2891	2963
2	3156	3156	3235	3316
3	3491	3491	3578	3667
4	3819	3819	3914	4012

Yearbook Manager & Advisor, Treasurer (Campus H.S., Tyson & Adult School)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	6478	6478	6640	6806
2	6976	6976	7150	7329
3	7475	7475	7662	7854

Athletic Equipment Manager

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2160	2160	2214	2269
2	2326	2326	2384	2444
3	2494	2494	2556	2620
4	2652	2652	2718	2786
5	2820	2820	2891	2963

Student Council (Campus H.S, STEM, Tyson & Adult School)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	4732	4732	4850	4971
2	5064	5064	5191	5321
3	5396	5396	5531	5669

Newspaper Advisor

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	5479	5479	5616	5756
2	5982	5982	6132	6285
3	6478	6478	6640	6806

Newspaper Manager

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2739	2739	2807	2877
2	2989	2989	3064	3141
3	3237	3237	3318	3401

Freshman / Sophomore (Campus H.S, Tyson, STEM, & Adult School)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	1991	1991	2041	2092

Junior Advisor (Campus H.S, Tyson, STEM, & Adult School)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2160	2160	2214	2269

Senior Advisor (Campus H.S, Tyson, STEM, & Adult School)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2652	2652	2718	2786

Literary Club

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2494	2494	2556	2620

Club Advisor / Elementary Council / National Jr. / National Honor Society / Usher Squad

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	1979	1979	2028	2079

Competitive Clubs (Debate, Chess)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2710	2710	2778	2847

Adult School Club Advisor (including Drama)

<u>Step</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	2139	2139	2192	2247

C. Special Considerations

1. All positions that involve extra pay for extra work shall be adequately advertised. The Association shall be notified of such vacancy. The Superintendent's decision regarding which clubs are authorized shall be final and not arbitrable.
2. The Tax Force shall recommend the extra compensation for all authorized time spent on school related matters before and after regular school hours. The following list is illustrative of the activities to be included:
 1. plays
 2. exhibits
 3. music concerts

4. Founders' Day programs
 5. modern dance performers
 6. sports-related positions
-

ARTICLE XXI – DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the East Orange Education Association, the Essex County Education Association, the New Jersey Education Association and/or National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorize the Board of deduct.
- B. Agency Shop: The Board and the Association agree that the Association is authorized to collect a dues fee from non-members via APD.
- C. Indemnification and Save Harmless Provision:
 - 1. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.
 - 2. It is agreed that the Association will be responsible for the defense of such claim, demand, suit, or other form of liability.

ARTICLE XXII - 12 MONTH TEACHERS

A. Temporary Absences with Pay

1. Twelve month teachers shall be subject to the same terms and conditions as ten (10) month teachers (employees). The contract language apropos to twelve (12) month teachers is included in Article VII Temporary Leaves of Absence, Article VIII - Extended Leaves of Absence.
2. Vacation Schedule less than 4 years: 10 days
4-7 years: 15 days
7 years or more: 20 days

3. Death in the Family

A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of nearest relative who is a member of the household, in each school year in each such case. "Immediate Family" includes, mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter of the employee. A nearest relative who is a member of the "household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family. Leave with full pay for up to three (3) days per year shall be granted for attending the funeral of a grand-parent.

In the case of death of a more distant relative not specified in (a) above, or of a close friend, absences shall be permitted under the personal leaves provisions set forth below.

4. Jury Duty and Public Obligations -

Absences for jury duty (by subpoena) shall be allowed with full pay. Teachers shall cooperate in arranging scheduling of required jury duty during non-school time. Absences for reasons of giving testimony in court (subpoena required) shall be allowed with full pay when such absence is for the purpose of testifying about a matter involving an incident related to the teacher's employment

5. Military Reserve Training

- a. Absence for military reserve training during the regular school year shall be allowed with full pay for the duration of such training as required by military orders. Such orders shall be filed with the school principal.
- b. Teachers who have such obligation should arrange this duty during vacation periods if possible.
- c. Leave for military reserve training will be approved by the Superintendent.

6. Personal Leave

Same as ten-month teachers.

Leaves for pregnancy, child care, health, or family leave shall follow the language as contained in other articles of this agreement.

B. 1. Salary

2. Mid Year Hire — Placement on the salary schedule for mid-year hires shall be according to the following formula:

0-5 months	No Credit
6-9 months	1/2 Year's Credit
10-12 months	Full Year's Credit

3. Extra Compensation — Twelve month teachers shall be subject to the same terms and conditions as ten (10) month teachers (employees).

4. Insurance — Twelve month teachers shall be subject to the same terms and conditions as ten (10) month teachers (employees). The contract language apropos to twelve (12) month teachers is included in Article IX — Insurance.

B. 2. Mid Year Hire

Same as Adult School Staff

B. 3a. Extra Compensation

Same as ten-month teachers

B. 3b. Insurance

Same as ten-month teachers

C. Work Year

The work year shall be a period of 12 months. The work week shall be forty (40) hours inclusive of 75 minutes for lunch/preparation/break each day.

Twelve-month teachers shall follow the calendar adopted by the Board of Education for twelve-month employees.

D. All other articles which apply to ten-month teachers shall apply to twelve-month teachers.

ARTICLE XXIII - STUDENT TEACHERS

- A. A teacher shall have the right to interview a student teacher before a student teacher is assigned.
- B. Every effort shall be made to provide a prospective cooperating teacher with information about a student teacher's background.

Article XXIV - EAST ORANGE SALARY GUIDE
See Attached

Contract beginning September 1, 2014 - August 31, 2018

- A. The salary increments shall be inclusive of increments and adjustment in the following amounts:

**EAST ORANGE SALARY GUIDE
GROUP 1 - BA (10 Month Employees)**

Salary Guide	2014-15	2015-16	2016-17	2017-18
Step	BA	BA	BA	BA
1.0	51,968	52,031	53,034	54,179
1.5	52,268	52,331	53,334	54,479
2.0	52,568	52,631	53,634	54,779
2.5	53,268	53,331	54,334	55,479
3.0	53,568	53,631	54,634	55,779
3.5	53,768	53,831	54,834	55,979
4.0	53,968	54,031	55,034	56,179
4.5	54,268	54,331	55,334	56,479
5.0	54,368	54,431	55,434	56,579
5.5	54,568	54,631	55,634	56,779
6.0	54,768	54,831	55,834	56,979
6.5	55,068	55,131	56,134	57,279
7.0	55,268	55,331	56,334	57,479
7.5	55,568	55,631	56,634	57,779
8.0	55,818	55,881	56,884	58,029
8.5	56,218	56,281	57,284	58,429
9.0	57,818	57,881	58,884	60,029
9.5	58,818	58,881	59,884	61,029
10.0	59,818	59,881	60,884	62,029
10.5	61,718	61,781	62,784	63,929
11.0	63,518	63,581	64,584	65,729
11.5	65,318	65,381	66,384	67,529
12.0	67,318	67,381	68,384	69,529
12.5	70,298	70,361	71,364	72,509
13.0	72,798	72,861	73,864	75,009
13.5	75,630	75,693	76,696	77,841
14.0	78,680	78,743	79,746	80,891
14.5	81,730	81,793	82,796	83,941
15.0	84,780	84,843	85,846	86,991
15.5	87,830	87,893	88,896	90,041
16.0	89,706	90,706	91,709	92,854

**East Orange Salary Guide
Group 2 – MA (10 Month Employees)**

Salary Guide	2014-15	2015-16	2016-17	2017-18
Step	MA	MA	MA	MA
1.0	57,668	57,731	58,734	59,879
1.5	57,968	58,031	59,034	60,179
2.0	58,268	58,331	59,334	60,479
2.5	58,568	58,631	59,634	60,779
3.0	58,868	58,931	59,934	61,079
3.5	59,168	59,231	60,234	61,379
4.0	59,468	59,531	60,534	61,679
4.5	59,768	59,831	60,834	61,979
5.0	60,068	60,131	61,134	62,279
5.5	60,368	60,431	61,434	62,579
6.0	60,668	60,731	61,734	62,879
6.5	60,968	61,031	62,034	63,179
7.0	61,268	61,331	62,334	63,479
7.5	61,568	61,631	62,634	63,779
8.0	61,868	61,931	62,934	64,079
8.5	62,168	62,231	63,234	64,379
9.0	63,168	63,231	64,234	65,379
9.5	65,168	65,231	66,234	67,379
10.0	66,668	66,731	67,734	68,879
10.5	67,668	67,731	68,734	69,879
11.0	69,668	69,731	70,734	71,879
11.5	71,168	71,231	72,234	73,379
12.0	74,168	74,231	75,234	76,379
12.5	75,935	75,998	77,001	78,146
13.0	79,548	79,611	80,614	81,759
13.5	83,935	83,998	85,001	86,146
14.0	86,985	87,048	88,051	89,196
14.5	90,035	90,098	91,101	92,246
15.0	93,085	93,148	94,151	95,296
15.5	94,728	94,791	95,794	96,939
16.0	96,420	97,420	98,423	99,568

**East Orange Salary Guide
Group 3 – MA+15 (10 Month Employees)**

Salary Guide	2014-15	2015-16	2016-17	2017-18
Step	MA + 15	MA + 15	MA + 15	MA + 15
1.0	59,168	59,231	60,234	61,379
1.5	59,368	59,431	60,434	61,579
2.0	59,668	59,731	60,734	61,879
2.5	59,968	60,031	61,034	62,179
3.0	60,268	60,331	61,334	62,479
3.5	60,568	60,631	61,634	62,779
4.0	60,868	60,931	61,934	63,079
4.5	61,168	61,231	62,234	63,379
5.0	61,468	61,531	62,534	63,679
5.5	61,768	61,831	62,834	63,979
6.0	62,068	62,131	63,134	64,279
6.5	62,368	62,431	63,434	64,579
7.0	62,668	62,731	63,734	64,879
7.5	62,968	63,031	64,034	65,179
8.0	63,268	63,331	64,334	65,479
8.5	63,568	63,631	64,634	65,779
9.0	64,668	64,731	65,734	66,879
9.5	66,168	66,231	67,234	68,379
10.0	68,168	68,231	69,234	70,379
10.5	69,168	69,231	70,234	71,379
11.0	71,168	71,231	72,234	73,379
11.5	72,668	72,731	73,734	74,879
12.0	75,168	75,231	76,234	77,379
12.5	77,935	77,998	79,001	80,146
13.0	82,048	82,111	83,114	84,259
13.5	84,935	84,998	86,001	87,146
14.0	87,985	88,048	89,051	90,196
14.5	91,035	91,098	92,101	93,246
15.0	94,085	94,148	95,151	96,296
15.5	96,404	96,467	97,470	98,615
16.0	98,002	99,002	100,005	101,150

**EAST ORANGE SALARY GUIDE
GROUP 4 - MA+32 (10 Month Employees)**

Salary Guide	2014-15	2015-16	2016-17	2017-18
Step	MA + 32	MA + 32	MA + 32	MA + 32
1.0	65,968	66,031	67,034	68,179
1.5	66,268	66,331	67,334	68,479
2.0	66,568	66,631	67,634	68,779
2.5	66,868	66,931	67,934	69,079
3.0	67,168	67,231	68,234	69,379
3.5	67,468	67,531	68,534	69,679
4.0	67,768	67,831	68,834	69,979
4.5	68,068	68,131	69,134	70,279
5.0	68,368	68,431	69,434	70,579
5.5	68,668	68,731	69,734	70,879
6.0	68,968	69,031	70,034	71,179
6.5	69,268	69,331	70,334	71,479
7.0	69,568	69,631	70,634	71,779
7.5	69,868	69,931	70,934	72,079
8.0	70,168	70,231	71,234	72,379
8.5	70,468	70,531	71,534	72,679
9.0	71,768	71,831	72,834	73,979
9.5	72,768	72,831	73,834	74,979
10.0	73,768	73,831	74,834	75,979
10.5	76,768	76,831	77,834	78,979
11.0	78,268	78,331	79,334	80,479
11.5	79,668	79,731	80,734	81,879
12.0	81,168	81,231	82,234	83,379
12.5	83,935	83,998	85,001	86,146
13.0	87,548	87,611	88,614	89,759
13.5	92,435	92,498	93,501	94,646
14.0	95,485	95,548	96,551	97,696
14.5	98,535	98,598	99,601	100,746
15.0	101,585	101,648	102,651	103,796
15.5	102,667	102,730	103,733	104,878
16.0	104,265	105,265	106,268	107,413

**EAST ORANGE SALARY GUIDE
GROUP 5 – DOC (10 Month Employees)**

Salary Guide	2014-15	2015-16	2016-17	2017-18
Step	DOC	DOC	DOC	DOC
1.0	67,218	67,281	68,284	69,429
1.5	67,518	67,581	68,584	69,729
2.0	67,818	67,881	68,884	70,029
2.5	68,118	68,181	69,184	70,329
3.0	68,418	68,481	69,484	70,629
3.5	68,718	68,781	69,784	70,929
4.0	69,018	69,081	70,084	71,229
4.5	69,318	69,381	70,384	71,529
5.0	69,618	69,681	70,684	71,829
5.5	69,918	69,981	70,984	72,129
6.0	70,218	70,281	71,284	72,429
6.5	70,518	70,581	71,584	72,729
7.0	70,818	70,881	71,884	73,029
7.5	71,118	71,181	72,184	73,329
8.0	71,418	71,481	72,484	73,629
8.5	71,718	71,781	72,784	73,929
9.0	73,018	73,081	74,084	75,229
9.5	74,018	74,081	75,084	76,229
10.0	75,018	75,081	76,084	77,229
10.5	78,018	78,081	79,084	80,229
11.0	79,518	79,581	80,584	81,729
11.5	80,918	80,981	81,984	83,129
12.0	82,418	82,481	83,484	84,629
12.5	85,185	85,248	86,251	87,396
13.0	88,798	88,861	89,864	91,009
13.5	93,685	93,748	94,751	95,896
14.0	96,735	96,798	97,801	98,946
14.5	99,785	99,848	100,851	101,996
15.0	102,835	102,898	103,901	105,046
15.5	103,917	103,980	104,983	106,128
16.0	105,515	106,515	107,518	108,663

B. Earned Doctorate

Teachers shall receive an additional \$1,250 for a doctor's degree earned at an accredited university.

C. Level Adjustment

1. A teacher who, because of additional training or study, qualifies for placement within a higher classification of the guide shall be granted appropriate adjustment in his/her contractual salary upon receipt of documentation of completion of requirements, beginning September 1, or February 1, or current school year.
2. All validations (or proof of request) shall be forwarded directly to the Superintendent of Schools by either October 15th (to become effective September 1, retroactively) or by March 15th (to become effective February 1, retroactively).

D. Supplemental teachers shall be paid salaries based on the schedule contained herein.

E. Longevity

An employee shall be eligible for a longevity increment upon the completion of the following years of full-time active service to the East Orange Board of Education: 15 years, 20 years, and 25 years. Said longevity increments shall be computed from the date of original full-time appointment and shall be prorated from the anniversary of the appointment date until the end of the year. The employee's longevity increment shall be paid to him/her as part of the annual salary.

\$1,500 (After 25+ completed years of service to the East Orange School District)

\$1,250 after 20 years

\$750 after 15 years

ARTICLE XXV – TYPE II POSITIONS

A. Type II

1. Type II positions shall include:
 - Guidance Counselors
 - LDTC
 - Psychologists
 - Social Workers
 - Speech Therapists
 - Nurses
2. a. Type II personnel may be required to have an extended work day for which they shall be compensated at the extra pay for extra work rate.
- b. Other Considerations For All Type II Positions: The Board may grant compensatory time for assigned and approved duties performed beyond the normal work day. These decisions shall not be grievable beyond Level III.
- c. For information only: Type II Personnel shall:
 1. Be responsible for self-scheduling with non-preparation periods.
 2. In addition to student work load, be responsible for providing services to other personnel.
 3. Have a greater scope of non-student interaction than do classroom teachers.
 4. Be multi-mastered; subject to edicts from their department, the Board, and the State.
 5. Function in a Board-established position and are required to hold an MA.

ARTICLE XXVI - SCHOOL CALENDAR

A. Length of Work Year

Effective September 1, 2005, all ten-month teachers shall work 186 days for the duration of the Agreement. The additional day added effective September, 2005 shall be a non-pupil contact day.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

A. Equal Opportunity Employment

No inquiry in regard to religion, creed, sex, race, color, or national origin shall be made of a person proposed for or seeking employment in any capacity in the East Orange Public Schools.

B. Separability

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.

C. Compliance between Individual Contract and Master Agreement

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.

D. Compliance with Public Employee Relations Commission Proposed new rules or modifications or existing rules governing working conditions shall be negotiated with the majority representative before they are established.

E. The Board and the Association will cause sufficient copies of this Agreement to be printed and to share equally in the expense thereof.

F. Notice. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail, return receipt requested at the following address: 1: If by Association, to Board, 715 Park Avenue, East Orange, New Jersey 07017. 2. If by Board, to Association at 576 Central Ave., Suite 206, East Orange, New Jersey 07018.

G. School Based Management/Shared Decision Making

The Association supports the concept of School Based Management/Shared Decision Making and the development of innovative programs in schools. Any change or modification of existing terms and conditions of employment shall be made subject to the approval of the East Orange Education Association and the Board.

ARTICLE XXVIII - NEGOTIATION PROCEDURE

The Board agrees to facilitate the free exchange of information in accordance with Chapter 73 Public Laws of New Jersey 1963, otherwise known as N.J.S. 47:1 A-1 et seq.

ARTICLE XXIX - NO STRIKE-NO LOCKOUT

The Association agrees that during the life of this Agreement there shall be no strikes; and the Board agrees that during the life of this Agreement there shall be no lockouts.

ARTICLE XXX- RIGHTS OF THE BOARD

- A. Except as otherwise provided in the Agreement and under the provisions of Chapter 123, Public Laws 1974, the Association recognizes that the Board reserves the right to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (1) to direct employees of the school districts; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or make other disciplinary action against employees. (c) to relieve employees from duty because of lack of work or for other legitimate reasons: (d) to maintain efficiency of the school district operations entrusted to them: (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations' of emergency, and further that the Board has the real responsibility and authority to manage and direct, on behalf of the public, all those operations and activities of the East Orange School district to the extent authorized by law.
- B. The Board reserves the right to establish instructional and other committees as it deems necessary.

ARTICLE XXXI — RELEASE TIME FOR PRESIDENT

The President of the East Orange Education Association shall be afforded full release time to attend union business. The President's salary, plus cost of benefits shall be reimbursed to the Board by the Union.

ARTICLE XXXII – DURATION OF AGREEMENT

Duration of Agreement — 2014-15 through 2017-18.

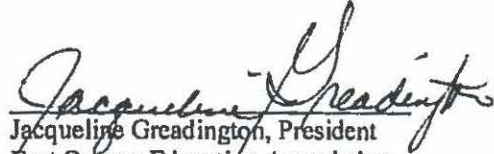
- A. This contract shall encompass the understandings between the parties as an Agreement to take effect September 1, 2014 and continue in effect until August 31, 2018.
- B. Negotiations for the school year shall commence not later than December 31, 2017.
- C. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- D. In witness whereof the parties hereto have caused this Agreement to be signed by the respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

EAST ORANGE BOARD OF EDUCATION

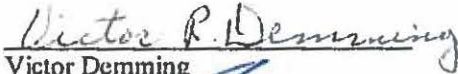
EAST ORANGE EDUCATION ASSOCIATION



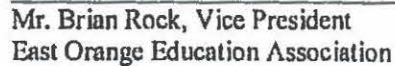
Mr. Bergson Lencus
President



Jacqueline Greadington, President
East Orange Education Association



Victor Demming
Business Administrator/Board Secretary



Mr. Brian Rock, Vice President
East Orange Education Association



Ramon Rivera
Witness for the Board



Mr. Clarence A. Osborne
East Orange Education Association
Negotiator

**EAST ORANGE
EDUCATION ASSOCIATION**

Officers

Ms. Jacqueline Greadington – President
Mr. Brian Rock - Vice President
Ms. Dawn Nichol-Manning - Secretary
Ms. Patricia Landon – Treasurer

Negotiations Team

Mr. Clarence A. Osborne – Chairman
Ms. Priscilla Burke
Ms. Jacqueline Greadington
Mr. Walter Houghton
Ms. Jennifer Longo
Mr. Brian Rock
Ms. Deborah Thurmond

NJEA Assistance

Mr. James McGuire

EAST ORANGE BOARD OF EDUCATION

Mr. Bergson Leneus – President
Mr. Jenabu C. Williams – Vice President
Dr. Kristie M. Howard
Mr. Cameron B. Jones, Sr.
Ms. Marjorie Perry
Ms. Joy B. Tolliver, Esq.
Ms. Terry S. Tucker

Negotiations Team

Mr. Bergson Leneus, President
Mr. Cameron B. Jones, Sr.
Mr. Victor Demming, Business Administrator/Board Secretary
Ms. Marissa McKenzie, Director, Labor Relations & Employment Services
Ramon E. Rivera, Esq.