

4-1016  
07-22

A G R E E M E N T  
between  
WEST ORANGE BOARD OF EDUCATION  
and  
ADMINISTRATORS ASSOCIATION  
of  
WEST ORANGE PUBLIC SCHOOLS  
COVERING PERIOD  
JULY 1, 1973 to JUNE 30, 1974

This agreement made this 12th day of April 1973, between the Board of Education of the Town of West Orange in the County of Essex, hereinafter called the "Board" and the Administrators Association of the West Orange Public Schools, hereinafter called the "Association."

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

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

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

I. RECOGNITION

The Board recognizes the Association as the majority representative in accordance with Chapter 303, Laws of 1968, for the following positions:

A. Principals, Directors, Administrative Assistants, Assistant Principals.

II. WORK YEAR

The work year for all personnel covered by the agreement who are employed for what is commonly referred to as a "12 month contract" shall be as follows:

A. Between September 1 and June 30, the Administrators' employment calendar shall coincide with the regular school calendar, a copy of the 1973-74 school calendar is attached hereto as Schedule A, except that the time between September 1 and the opening day

of school, and the time between the closing day of school and June 30 shall be considered as required days of employment.

- B. In addition, the weeks between July 1 and September 1 shall be considered as required weeks of employment.
- C. The work year for "12 month employees" set forth above is subject to the provisions for vacations set forth in this Agreement.
- D. Those employees covered by this Agreement who are ten month employees shall work the regularly scheduled school calendar, except that the time between September 1 and the opening day of school, and the time between the closing day of school and June 30 shall be considered as days of employment.
- E. It is recognized that emergency situations may arise wherein the presence of the Administrators may be necessary, in which event they will respond.

III.

VACATIONS

All employees, covered by this Agreement, who are "12 month employees" and who have completed one year of service, shall receive a vacation of twenty-two (22) working days, accumulated at the rate of two (2) days per month worked, which the said employees shall be free to take between the last day of the "summer session" in July and the week prior to the opening of school. An employee may also take part of his or her twenty-two (22) vacation days at other times during the work year, if the approval of the Superintendent is first obtained.

- A. In the event that an employee is required to work by the Board or the Superintendent, during the part of the summer when vacations would normally be taken, in order to cooperate with the Superintendent in fulfilling the needs of the school system, and is therefore

prevented from taking his vacation, he or she shall, as determined by the Board, be paid in lieu of the vacation or paid in part for the vacation and permitted to accumulate the portion of his vacation for which he is not paid.

IV. REASSIGNMENT

The Board recognizes that the employees have a valid interest in the positions to which they are assigned. The Board agrees that in the event of a proposed reassignment, the employees shall be consulted with respect thereto as soon as possible. The Association recognizes that the reassignment of employees is the exclusive prerogative of the Board.

V. DUTIES

The members of the Association agree to perform their duties in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

VI. NEGOTIATIONS

The parties agree that all negotiable items raised by the parties have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual consent.

VII. INSURANCE

The Board shall provide insurance protection, as presently established for the Association and as specifically set forth in the master policies held by the Board, plus the additions specified in Appendix C.

VIII. TUITION AID/PROFESSIONAL DEVELOPMENT

A. The Board and the Association recognize that continued professional growth is a joint responsibility of the employee and the school

system in which he is employed.

To that end, the Board agrees to reimburse employees covered by this Agreement up to forty dollars (\$40.00) for approved course credit completed with a maximum of six (6) course credits taken in any one year (July 1 - June 30) in accordance with the Tuition Aid Plan, which is attached hereto as Appendix A.

- B. If the Board of Education directs an Administrator to participate in a specific program of professional development, the Board shall pay full tuition and registration costs.

## IX.

SALARIES

The salary guide of all employees covered by this Agreement is set forth in Schedule B attached hereto and incorporated by reference, as are the positions filled by the employees.

## X.

SELECTION OF PERSONNEL

The Board recognizes that Administrators have a valid interest in the personnel selected and assigned to work under their supervision. The Board agrees that, in the processing of proposed candidates for positions to work under said Administrators, such proposed candidates will normally be interviewed by said Administrators, who may make written recommendations or evaluations for consideration by the Board; however, the Association recognizes that the selection and assignment of personnel is the exclusive prerogative of the Board.

## XI.

SABBATICAL LEAVE

A sabbatical leave shall be granted to an employee covered by this Agreement by the Board for study, for travel, or for other reasons of value to the school system, subject to the following conditions:

- A. If there are sufficient qualified applicants, sabbatical leaves

shall be granted to a maximum of two employees covered by this Agreement at any one time.

- B. Requests for sabbatical leave must be received by the Superintendent in writing no later than December 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. The plan is as follows: One year's leave at one-half pay after seven (7) years of service to the district.
- D. Upon return from sabbatical leave, an Administrator shall be placed on the salary schedule at the level which her or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
- E. The Board's present policy regarding sabbatical leaves remains in full force and effect except as hereinabove modified.

XII. FINANCIAL TERMS OF THIS AGREEMENT

The Association acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically:

- (A) Salaries for the work year, (B) Sick Days, (C) Personal Days, (D) Emergency Leave, (E) Vacations, (F) Insurance Protection, and (G) Tuition Aid Plan during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.

XIII. EMPLOYEE ABSENCES

Employees shall be granted absences from employment as presently established by the Board's Rules and Regulations, Page 15 (E) through 17 (8) inclusive,

which is attached hereto as Appendix B. (for reference)

XIV. GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

1. The primary purpose of this procedure is to secure promptly and at the lowest level possible, equitable solutions of claims of the aggrieved person. Both parties agree that these proceedings shall be kept confidential so far as practicable at each level of this procedure.
2. It is recognized that all complaints and grievances will be processed in good faith by both parties. Since it is important that grievances be processed as rapidly as possible, every effort shall be made to expedite the process.

B. DEFINITIONS

1. A "complaint": is an expression of dissatisfaction in an unwritten form.
2. A "grievance" is an alleged violation of the application, meaning, or interpretation of any provisions of this Agreement.
3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
  - a. The failure or refusal of the Board to renew a contract of a non-tenure employee:
  - b. In matters where a method of review is prescribed by law or by any rule, regulation or by-laws of the State Commissioner of Education or the State Board of Education:
  - c. In matters where the Board is without authority to act:
  - d. In matters involving the sole and unlimited discretion of the Board:
  - e. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

4. The term "Superintendent" shall mean the Superintendent of Schools or his designee.
5. The term "Administrators" includes all individuals who are represented by the Administrators Association of West Orange Public Schools.
6. The term "person" means an aggrieved employee within the Negotiating Unit. The term "Board" shall mean two members of the Board of Education.
7. The term "days" shall mean school days.
8. There shall be a "grievance committee" made up of Representatives of the Association.

C. GRIEVANCE PROCEDURE

In the presentation of a grievance, the aggrieved may represent himself, or be represented by the Association. In the event the aggrieved chooses to represent himself, the Association shall be a third party to the grievance procedures, and shall be notified of all hearings and may present its position as to the grievance involved.

1. A complaint shall be first discussed orally with the complainant's immediate superior as outlined in the Board's Table of Organization.
2. Should a complainant not be satisfied with the result of oral discussion of the complaint, he may then file, using prescribed grievance forms, the grievance in writing, with his immediate superior and he may file said grievance with the Grievance Committee of the Association specifying:
  - a. A statement of the grievance.
  - b. The results of the previous discussion.
  - c. The basis, as set forth in B-2 of his dissatisfaction with the determination.



3. In the event that a grievance is not resolved to the satisfaction of the aggrieved, the foregoing procedure under this paragraph, the aggrieved shall within ten (10) days of the determination of immediate supervisor, submit his grievance to the Superintendent. The Superintendent shall hold a hearing at which the aggrieved person, the Association or its representative, and such other persons as the Superintendent or the Association may require, shall have an opportunity to be heard.
4. Within ten (10) days after said hearing, the Superintendent shall, in writing, advise the aggrieved and the Association of his determination, and shall forward a copy of said determination to the immediate superior of the aggrieved employee.
5. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs C-3 and 4, or if his determination is deemed unsatisfactory by the aggrieved person, the aggrieved person, within five (5) days of the time of the failure of the Superintendent to act, or within five (5) days of the determination by him, may appeal to the Board of Education.
6. Where the appeal is taken to the Board, there shall be submitted by the appellant:
  - a. Writing containing the information set forth in B-2 and C-3 and 4, and further statement in writing, setting forth the appellant's basis for dissatisfaction with the Superintendent's determination. A copy of said statement shall be furnished to the Superintendent and the other party in interest.
  - b. The Board shall hold a hearing on the written appeal within fifteen (15) days of the receipt of the written appeal.

7. The Board shall make a determination within ten (10) days from the hearing and shall in writing notify the employee, his representative (if there be one) and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.
8. No grievance shall be considered unless the same has been raised within fifteen (15) days as defined in this section of its occurrence.
9. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration.
  1. The Board and the Association shall mutually agree upon an arbitrator chosen from a panel of seven (7) names supplied by the American Arbitration Association. The arbitrator chosen shall, insofar as possible, have had experience in the field of education and experience in the settlement of disputes in the area of public employment. The Board and the Association shall alternately strike off one name, and in succeeding grievance cases, the parties shall alternate which one shall strike the first name on the panel. The cost of the arbitrator shall be borne equally by the Board and the Association. Arbitration shall apply only to matters which can be processed through the grievance procedure herein and not to salaries or new terms for any succeeding Agreement. The power and authority of the impartial umpire shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard or

modify any of the provisions of this Agreement. The decision of the impartial umpire, within the authority herein prescribed, shall be final and binding upon the parties.

XV. MANAGEMENT TEAM

The Board recognizes the role of Administrators as members of the management team and agrees to their direct participation in contract negotiations with all employee groups whom they supervise and whose contract they must enforce. The Superintendent, with concurrence by the Board, shall select two (2) Administrators to participate in negotiations with each employee group.

XVI. FUTURE NEGOTIATIONS

At any time after October 1, 1973 and upon thirty (30) days notice given to either side, the parties hereto shall commence negotiations for a new Agreement for the next ensuing school year, or any additional periods that the parties may agree upon, provided that the Association shall prove continued majority representation of those employees in the appropriate unit under procedures approved by the Board and the Association and within Public Law Chapter 303.

XVII. TERMINATION OF THIS AGREEMENT

This Agreement shall continue in full force and effect until June 30, 1974 and then shall expire only upon thirty (30) days written notice given by either party on or after June 1, 1974.

In WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and affixed the corporate seal hereto the day and year first above written.

BOARD OF EDUCATION OF THE TOWN OF  
WEST ORANGE IN THE COUNTY OF ESSEX

BY /s/ \_\_\_\_\_  
President

ATTEST:

/s/ \_\_\_\_\_  
Secretary

ADMINISTRATORS ASSOCIATION OF  
WEST ORANGE PUBLIC SCHOOLS

/s/ \_\_\_\_\_  
President

ATTEST:

/s/ \_\_\_\_\_  
Secretary

APPENDIX A

TUITION REFUND PLAN

1. The West Orange Board of Education will pay for approved graduate work under any of the following conditions:
  - a. If the course or subject is part of an employee development program worked out between the employee and the Superintendent of Schools.
  - b. If the subject or course is directly related to the employee's function as an educator in the school system.
  - c. If the subject or course is part of a degree program which is directly related to the employee's function in the school system.
2. This tuition refund policy is applicable to contracted full-time employees who are not on sabbatical or any other extended leave.
3. Course Approval:
  - a. To insure that a proposed course will be approved for refund, the employee must submit an Application for Tuition Aid to the Superintendent of Schools and receive approval of the course(s) prior to the first class meeting.
  - b. The course or subject must be conducted under the auspices of a recognized educational institution accredited by the New Jersey State Department of Education for the granting of advanced degrees.
  - c. Correspondence courses shall not be approved.
  - d. Courses taken to complete certification requirements for the Standard Teachers Certificate shall not be eligible for Tuition Refund.
4. Tuition Refund:
  - a. The Board of Education shall refund the employee's tuition up to \$40.00 per credit for a maximum of (6) credits taken in any one year (July 1 - June 30) provided that:
    - (1) The employee is actively employed by the Board at the time he registers for the course.
    - (2) The employee has completed the course or subject, has received credit therefore, and has had the educational institution forward an official transcript to the Superintendent.

APPENDIX A - TUITION REFUND PLAN - continued

- (3) The employee completes the school year in which the application was approved and continues in the employ of the district for the following school year. Each year following the September meeting of the Board of Education, reimbursement shall be made for coursework taken during the previous year (July 1 - June 30).
- b. If an employee is eligible to receive governmental or any other assistance for any course or subject which meets the requirements specified above, such an employee would be entitled to receive the difference, if any, between such reimbursement allowed hereunder.
- c. The costs of any fees, books, transportation, etc. are not eligible for reimbursement.

APPENDIX B (for reference)

ABSENCE OF EMPLOYEES

1. SICK LEAVE FOR PERSONAL ILLNESS

All full-time employees shall be allowed ten (10) days or two (2) calendar week's absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

2. SUPPLEMENTARY SICK LEAVE

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service beginning with the 1960-61 school year, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three days in a month.

3. CREDIT FOR UNUSED ACCUMULATED SICK LEAVE FROM OTHER SCHOOL DISTRICT IN THE SAME COUNTY

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

4. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

5. COMPENSABLE ABSENCE

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee up to a full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Section I (18:13-23.8) of the act of which this act is a supplement. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section

APPENDIX B (for reference) ABSENCE OF EMPLOYEES - continued

shall be reduced by the amount of any workmen's compensation award made for temporary disability.

6. EMERGENCY ABSENCE

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

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

Immediate - 1. In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.

2. In the case of death, IMMEDIATE shall be understood to include, in addition to the persons named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

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

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

7. PERSONAL BUSINESS

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

Application for absence for personal business shall be made, in writing, at least three school days prior to the time of absence, if possible, to the building principal, who will authorize the absence.

Three days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the principal.

8. RELIGIOUS OBSERVANCES

Absences for three (3) religious holy days shall be granted with full pay and shall not be counted as absences under personal business.



APPENDIX B - ABSENCE OF EMPLOYEES - continued

Any absence beyond the three religious holy days shall receive full pay deduction.

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

APPENDIX C - Additional Insurance Protection

1. Rider J.
2. A revision of the Major-Medical Insurance to provide "unlimited" maximum benefits.
3. Washington National Group Income Protection Plan - Class II.

SCHEDULE A

THE PUBLIC SCHOOLS  
22 MUNICIPAL PLAZA  
WEST ORANGE, NEW JERSEY

1973-1974 SCHOOL CALENDAR

MONTH	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	TD					
SEPT.					+																					
					AUG. 31	3	4	(5)	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	16
OCT.	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31		23	
NOV.				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	18
DEC.	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					15
JAN.		*				7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		22
FEB.					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28		15
MARCH					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	21
APRIL	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				16
MAY				1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	22
JUNE	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24 (25)										17

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CODE: \* NO SESSION + NEW STAFF ORIENTATION  
\*½ EXTENDED SINGLE SESSION + STAFF ATTENDANCE DAY

CALENDAR

August 31.....New Staff Orientation  
September 4.....Staff meet with Principals - 9 A.M.  
September 5.....First day of school  
September 27 & 28.....Rosh Hashanah  
November 15 & 16.....N.J.E.A. Convention  
November 21.....Extended Single Session  
November 22 & 23.....Thanksgiving Recess  
December 24 thru January 1.....Christmas Recess  
February 18 thru February 22.....Mid-Winter Recess  
April 12.....Good Friday  
April 22 thru April 26.....Spring Recess  
May 27.....Memorial Day  
June 25.....Last day of school

MARKING PERIODS

September 5 thru November 9 = 46 days  
November 12 thru January 25 = 44 days  
January 28 thru April 5 = 45 days  
April 8 thru June 25 = 50 days

REPORT CARD DATES

November 20  
February 1  
April 15  
June 25

THE SCHOOL CALENDAR YEAR SHALL BE 185 DAYS. DAYS WILL BE MADE UP AT THE DISCRETION OF THE BOARD OF EDUCATION AND ADDED TO THE SCHOOL CALENDAR YEAR WHEN SCHOOL IS CLOSED FOR ANY REASON OTHER THAN AS SCHEDULED.

SCHEDULE B - 1973-1974

	<u>CLASSIFICATION/DEGREE LEVEL</u>	<u>MAXIMUM</u>
<u>SENIOR HIGH SCHOOL PRINCIPAL:</u>	MA	\$ 25,250
	MA+32	28,050
	DR.	29,475
<u>JUNIOR HIGH SCHOOL PRINCIPAL:</u>	MA	23,575
	MA+32	26,200
	DR.	27,500
<u>ELEMENTARY SCHOOL PRINCIPAL</u> <u>SENIOR HIGH SCHOOL ASSISTANT PRINCIPAL</u> <u>DIRECTOR OF SPECIAL SERVICES:</u>	MA	22,725
	MA+32	25,250
	DR.	26,525
<u>JUNIOR HIGH SCHOOL ASSISTANT PRINCIPAL</u> <u>SENIOR HIGH SCHOOL ADMINISTRATIVE ASSISTANT</u> <u>DIRECTORS (Art, Home Economics, Industrial</u> Arts, Mathematics, Music, Physical Education, Speech):	MA	21,050
	MA+32	23,400
	DR.	24,550

ADJUSTMENT CLAUSE

Employees not at maximum of their classification as set forth in SCHEDULE B, shall receive an annual increase of "X" percent until the position rate is achieved.

(DEFINITION - "X" percent equals at least 5% plus the percentage of general increase for the position rate embodied in SCHEDULE B.)