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# Agreement

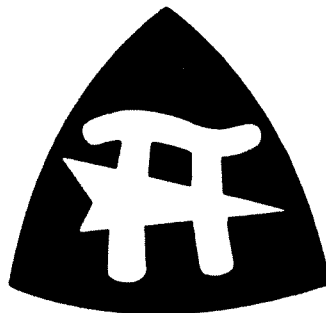
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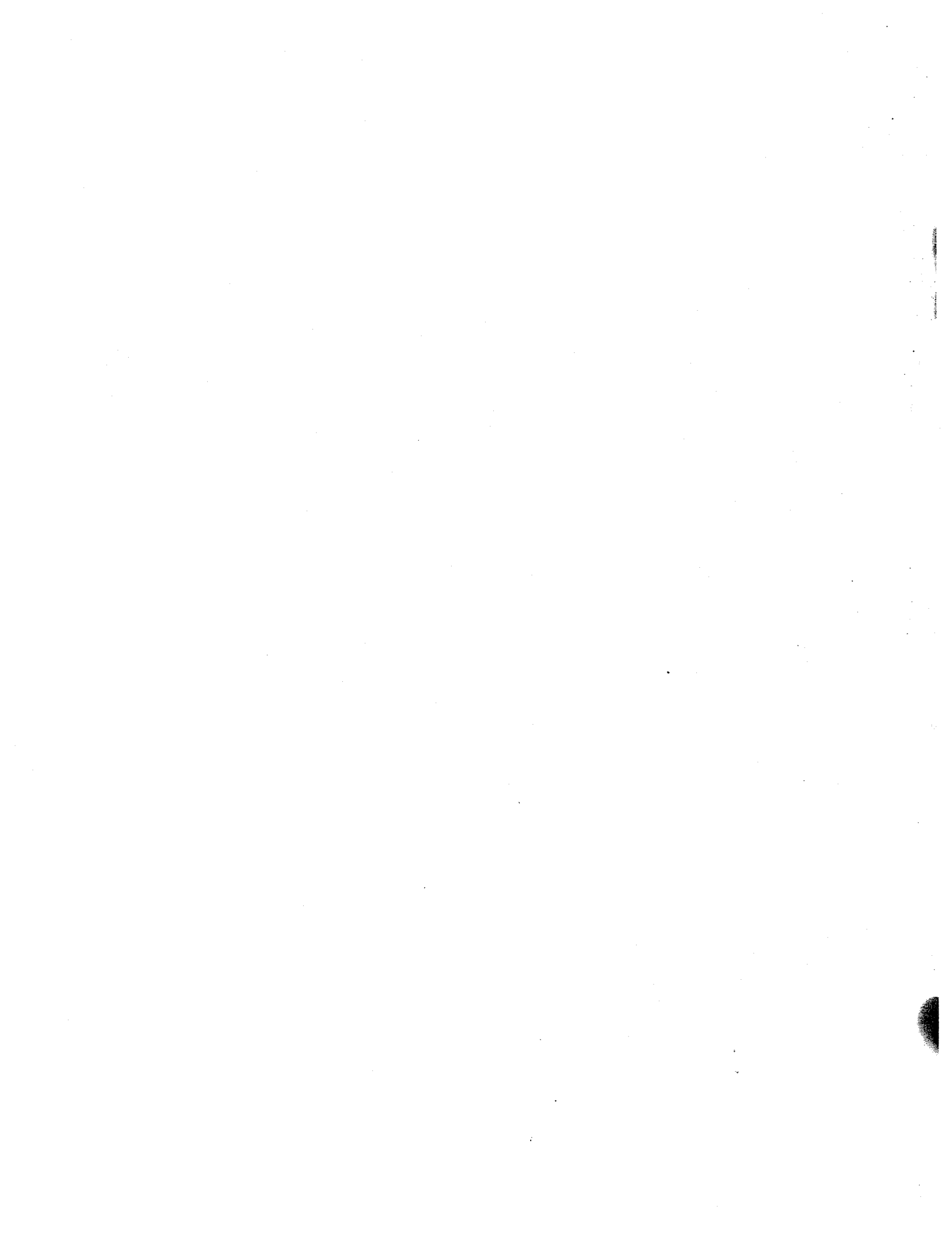
## East Orange Education Association

and the

## East Orange Board of Education

**1973-1975**





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## **PREAMBLE**

This Agreement entered into this First day of September, 1973, 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 predominately 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 programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 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 quality of education in East Orange have reached certain understandings which they desire to confirm in this 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 administration 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, Social Workers, Helping Teachers, Vocational Counselors, Psychologists, Speech Correctionists, Learning Disability Specialists, Department Heads, Administrative Assistants, Supervisors, Coordinators and Contracted Substitutes;

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.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## **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 a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that 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 Commissioner 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 both the Board and the Association have 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 Board 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 an 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 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 a 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 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 grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, and he wishes to pursue his grievance, he shall submit it in writing to his 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 immediate 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 building principal or immediate superior or within ten (10) school days after presentation of the grievance in writing, whichever is sooner.



### **3. Level Three**

Upon the request of the aggrieved person, the Superintendent or his 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.

### **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.

### **5. Level Five**

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

b. If the Association determines that the grievance is meritorius 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.

c. 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 a list of

arbitrators submitted by the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

d. The arbitrator selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) school days from the date of the close of the hearings, or the filing of briefs, if briefs are filed, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision amending this agreement in whole or in part nor does he have the power to make any decision which requires the commission of an act prohibited by law. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts. Except as aforesaid, the decision of the arbitrator shall be final and binding on the parties.

e. The costs for 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 be 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 own choosing, except that 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 to 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 separate 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 the 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 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 purposes of the school system, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:

1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.

2. This right of students imposes certain obligations upon the Board, the teachers, the administration, and the community.

3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials, and maintain an atmosphere of academic freedom in the schools.

4. Teachers as individuals through their councils, committees, departments, and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.

5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced that they are not.

6. Teachers shall consult with the administration on the appropriateness of discussing any planned controversial issues with children.

## **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, S-746 (Chapter 303, Public Laws of 1968) 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 which shall be provided by the Board in each building, 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 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. Schools shall be dismissed at 3:00 p.m. and teachers released at that time on each of the three days of the Association's General Meetings as provided for in the Constitution of the Association. Notice of these general meeting 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 he will not be released from his 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.

E. Fifteen copies of the Board policy manual shall be 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.

F. Each administrative unit shall have a building 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.

G. The Board may grant released time with pay to the President, other officers and chairmen of standing committees of the Association when requested.

## **Article V PROTECTION OF TEACHERS**

A. If a teacher is assaulted in connection with his employment, he or his representative shall give his principal or supervisor notice of that fact,

with written notice to be submitted as soon as possible thereafter. Such notifications shall be immediately forwarded to the Superintendent who shall comply with any reasonable requests from the teacher 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. "Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."<sup>1</sup>

C. "Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."<sup>2</sup>

D. "Whenever any employee, entitled to sick leave under this chapter, 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, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year with-

<sup>1</sup>N.J.S. 18A:16-6

<sup>2</sup>N.J.S. 18A:16-6.1

out having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."<sup>3</sup>

E. 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 as promptly as possible, but in no case later than five (5) days.

F. 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 by the teacher or his representative as promptly as possible, but in no case later than ten (10) days.

G. Neither the Board nor the Association shall discriminate against, discipline, reprimand, reduce in rank or compensation or deprive of 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.

H. Whenever in the opinion of the Board of Education or the Superintendent of Schools, there exists or may exist a serious disruption or

<sup>3</sup>N.J.S. 18A:30-2.1



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 students, teachers, and property.

I. The Board agrees to prosecute to the full extent of the law, any individual who enters a school building or property with or without the approval of the building principal and subsequently causes a disturbance or assaults any school personnel.

## **Article VI TEACHER RESPONSIBILITIES**

1. To possess and exhibit competence and knowledgeability in his field of work, and to strive toward continued professional self-improvement.

2. To maintain physical capability, mental alertness, and emotional readiness to teach.

3. To exhibit high standards of moral and ethical conduct, and to employ a wholesome sense of humor in dealing with people.

4. To be fair and impartial in the treatment of pupils and to recognize the dignity of the child.

5. To exercise good judgment and a mature attitude in the performance of duties.

6. To understand and accept the individual differences among children and to provide the necessary and extra assistance that will induce successful pupil achievement; before, during and after class.

7. To be ready and willing to inform fully parents about pupil capability and progress.

8. To strive untiringly for harmonious rapport with pupils, parents, and community.

9. To be a loyal, dedicated, and cooperative member of the educational team, ready to work with people at all levels to achieve improvement.

10. To demonstrate continually a willingness to assist in the various functions that contribute to the total school operation.

11. To demonstrate continually a willingness to participate and contribute to curriculum development and improvement including service on textbook selection committees, and to participate on other committees directed toward the betterment of the school operation—all proceeding through the proper channels.

12. To demonstrate continually an interest in and willingness to explore new approaches and innovations in teaching.

13. To demonstrate continually an interest in the improvement of the community environment and unselfish participation in PTA or other Parent-School Association meetings, back to school sessions, and other functions that strengthen the educational program.

14. To exhibit pride in one's professional work and accomplishment.

15. To perform other duties as necessary to maintain the welfare of students, the school, and school system not otherwise excluded in this Agreement.

## **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 principal and 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 contracted staff members appointed by the Board or protected by tenure. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-months 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.

### **2. Personal Illness**

a. Absences for personal illness shall be allowed and shall include full pay for twelve (12) school days in each school year.

b. If less than said twelve (12) school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be accumulative without limit, beginning from the date of the teacher's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

c. Absences on sick leave shall always be charged to the first twelve (12) days allowance for the current school year (see sub-section a.) until they are fully utilized and thereafter to the accumulative credit to the extent that such credit is available.

d. Absences on sick leave for periods of time not covered by the provisions of sub-sections a., b., and c. above shall be allowed subject to the deduction of the salary paid to the substitute teacher filling the position for an aggregate period to be determined at the rate of one month's time (20 days) for each year of service by the teacher on sick leave, but not to exceed ten (10) months time in the current ten (10) year period.

e. In all absences under this section totalling four (4) or more consecutive school days, the

teacher must file a physician's certificate with the principal of the school where employed.

f. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.

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. Illnesses in the Family**

a. Where personal presence is advisable because of the critical illness of (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 immediate family household, absences will be allowed with pay for a total of five (5) school days in each school year.

b. In all absences under this section totalling four (4) or more consecutive school days, the teacher must file a physician's certificate with the principal of the school where employed.

c. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness in the family.

### **4. Death in the Immediate Family or Household**

a. 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. The day on which death occurs or the following day and the next four (4) additional days may be allowed. The five (5) days are consecutive calendar days (including Saturday, Sunday and holidays).

"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.

b. 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.

#### **5. Quarantine**

a. Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay.

b. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary/Business Manager by way of the principal of the school where employed for all absences due to quarantine under this section.

#### **6. Personal Leave**

a. A maximum of four (4) school days per year (noncumulative) shall be allowed with pay for the discharge of important personal matters, family business, legal and religious responsibilities 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.

b. Two of these days may be used for personal family matters provided a written statement is submitted to his principal by the applicant stating that his absence from duty is necessary for the health, and/or welfare of self or family. The day school commences for students and the day preceding and/or the day before and the day after a holiday or vacation period as stipulated in the school calendar may be taken for personal leave only as specified in paragraph c. below.

c. The remaining days may be allowed provided the applicant states the specific reason for taking such leave under all categories (personal family matters, family business, legal, and religious) and the superintendent approves such application for leave. The essential nature of the reasons for such absence and evidence that working time is required must be clear and

beyond question. Among the reasons not considered valid are attendance at class reunions, weddings not in the immediate family, and other non-essential social functions.

#### **7. Public Obligations**

a. Teachers shall be permitted to be absent from school with pay when it is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services. If leave or such public duty, obligation or service is required by subpoena, it shall be filed with the school principal.

b. If a teacher is a party to a suit, absences from school in that connection shall be granted according to the regulations on personal leave, unless the superintendent in his discretion shall determine otherwise.

#### **8. College Graduation**

a. Absence for attendance at a teacher's own graduation or for conferral of advance degree will be allowed with pay for one (1) school day.

b. Absences for attendance at college graduation exercises of a teacher's husband or wife will be allowed with pay for one (1) school day.

c. Absences for attendance at the graduation exercises of a teacher's child shall be with pay for one (1) day and should attendance at the graduation require travel in excess of 1,000 miles, two (2) days with pay shall then be allowed.

#### **9. 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.

## **10. School Holidays**

Schools will be closed for the following days when they occur during the school week—Labor Day (1 day), Rosh Hashonah (1 day), Yom Kippur (1 day), Thanksgiving (2 days), Christmas and New Year (approximately 5 days), Martin Luther King's Birthday (1 day), George Washington's Birthday (1 day), Good Friday (1 day), and Memorial Day (1 day).

## **11. 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.

## **12. Professional Purposes**

a. Teachers may be excused for absence to attend educational visitations, conferences, trips, or meetings without loss of pay or accumulated sick leave, provided the principal and superintendent approve such absence in advance. This shall apply to conferences and activities for which no reimbursement of expenses is expected. Written application for approval shall be made to the superintendent in writing on forms prescribed by the Board.

b. Educational visitations, conferences, trips, or meetings for which teachers expect reimbursement for necessary expenses must be approved in advance by the Board on a recommendation from the superintendent. Written application for such approval shall be made to the superintendent in writing on forms prescribed by the Board and be approved by him before being submitted to the Board. Requests for reimbursements shall be filed with the superintendent on forms prescribed by the Board, together with supporting receipts and other pertinent documents.

### **13. Transfer of Sick Leave**

a. The Board of Education shall grant one-half credit for any unused accumulation 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 one year of the date of his new employment a certificate obtained from his prior employer stating such teacher's 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 the 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, 1968.

**14.** Other leaves of absence with pay may be granted by the Board for good reason.

**15.** Teachers shall be notified of their number of unused accumulated sick days no later than September 30.

## **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 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 for one (1) year.

### **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 Fullbright 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 or induction.

2. The rights and benefits of 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 of call to military service.

## **F. Pregnancy Leave**

The Board shall grant pregnancy leave without pay to any teacher upon request if the teacher complies with the following requirements and conditions:

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 of 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 20 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 pregnant teacher who expects to deliver her child during the first two months of the school year or the first two months of a new semester shall not commence teaching at the beginning of that school year or new semester. In such cases the pregnancy leave shall commence effective as of the start of that school year or new semester.

5. A teacher who has taken a pregnancy leave shall not be permitted to return to duty during the last month of the school year or semester.

6. The Board may change the requested dates for commencing or terminating a pregnancy leave if the Board finds that the grant of a leave for the requested dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated.

7. A pregnancy leave of absence granted a non-tenure teacher may not be extended beyond the end of the contract school year in which the leave is obtained.

8. 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 with-

out 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 effective immediately upon the termination of the pregnancy leave.

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, at the option of the Board, upon the request of the teacher, be extended for one additional year. Requests for extensions of such leaves must be made at least three months prior to the expiration of the first year 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 their 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-tenure 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 he 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 tenure 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. Other Leaves**

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

#### **K. Miscellaneous**

1. Any teacher on an extended leave of absence shall, in the event that he exercises his right to return at the end of such leave, be entitled to return to a position in the District substantially equivalent to the one 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 he would have achieved if 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).

3. A teacher shall not receive increment credit for an extended leave of absence when such leave is taken for reason of Pregnancy Leave (Section F); Child Rearing Leave (Section G); Health (Section H); Political Office (Section I); Other Leaves (Section J).

## **Article IX SABBATICAL LEAVE**

A. In the interest of rewarding professional performance and encouraging independent growth, the Board shall adhere to the following policies in respect to granting sabbatical leaves to teachers who have served the East Orange Public Schools for seven (7) or more consecutive years. Forced leaves of absence (pregnancy, child rearing or military) shall not constitute breaks in service.

### **B. Eligibility and General Conditions**

1. Sabbatical leaves may be granted after seven (7) or more consecutive years of teaching for the purpose of study or after ten (10) consecutive years for the purpose of education through travel. Only one such leave under this section may be granted.

2. An additional sabbatical leave may be granted after twenty-five (25) or more years of teaching in the district upon request for either study or travel.

### **C. Duration and Pay**

1. A teacher on sabbatical leave, either for one-half ( $\frac{1}{2}$ ) of a school year or for a full school year, shall be paid by the Board at seventy-five percent (75%) of the salary rate which he would have received if he had remained on active duty if said leave is for study, or at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty if said leave is for travel.

2. From compensation during sabbatical leaves shall be taken the regular deductions for the State Retirement Fund, as provided for by law.

### **D. Number of Staff Eligible**

Not more than twelve (12) teachers of the staff will be granted a sabbatical leave in any one year: eight (8) for reasons of study, and four (4) for reasons of travel.

### **E. General Conditions**

1. Teachers granted sabbatical leave agree not to engage in any full-time employment for remuneration during the period of leave.

2. Teachers on sabbatical leave may accept fellowships or become engaged in temporary or part-time professional employment to supplement their leave pay.

3. As a condition for granting sabbatical leaves, the teacher shall enter into a contract to continue in the service of the East Orange Board of Education for a period equal to two (2) times the leave period—one (1) year for each one-half ( $\frac{1}{2}$ ) year of leave; and two (2) years for each year of leave.

4. A teacher will be required to repay the Board of Education a sum bearing the same ratio to the amount of salary received while on absence that the unfulfilled portion of the subsequent years service bears to the full year or two (2) years in case of resignation or failure to continue in service for the agreed upon period following a

sabbatical leave.

5. A teacher may return to his position upon his return from a sabbatical leave.

6. The time a teacher is away on sabbatical leave shall be included in determining salary adjustments and experience levels.

7. Official college transcripts will be forwarded to the superintendent showing full-time college or university enrollment when sabbatical leaves are granted for study purposes for the period of the leave.

8. Reports should be planned for submission in consultation with the superintendent and will be required when sabbatical leaves are granted for education through travel.

#### **F. Filing Application**

1. Applications for sabbatical leave shall be filed with the superintendent on or before November 1 of the year preceding the period of the leave when it is to commence.

2. The application shall state the purpose of the sabbatical leave.

3. The Board shall take action on applications for sabbatical leave as early as possible, but not later than January 1 prior to the beginning date of the leave. In passing on applications for sabbatical leave will apply the following criteria:

a. Years of service in East Orange Public Schools prior to the date of the sabbatical leave.

b. The type of leave requested.

c. The educational value of the leave to the East Orange Public Schools.

d. The relationship of such leave to the professional growth of the applicant.

e. The urgency of the proposed leave.

4. Applications which are denied by reason of the twelve (12) that may be granted in the maximum prescribed above shall be given preference if such leave requests are resubmitted the following year.



5. If a sabbatical leave is granted such leave may be withdrawn by mutual agreement at any time before arrangements for the replacement of the teacher for that sabbatical leave period have been completed.

## **Article X 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 specialists, counselors, coaches, and other teachers who have received in advance written approval from the superintendent or his 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 of 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 duties within the scope of his employment and/or under the direction of the Board of Education.

2. The Board agrees to save harmless as provided by New Jersey Statutes Annotated, 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. & A.F. which carries with it Group Life Insurance equal to 1½ 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 per cent (100%) of the full premium for each teacher for the individual plan or the family plan for Blue Cross, Blue Shield, Rider "J" and Major Medical.

## **Article XI 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 the convention or engages in some other educational activity, he shall not be required to submit to his principal an account of what he did or a certificate of attendance at the convention.

### **B. Professional Growth**

1. The Board of Education will pay the cost of reasonable expense incurred in connection with any courses, workshops, seminars, conference, out of district training sessions, or other such sessions which a teacher requests or is required by the administration to take, on the approval of the Board of Education. Reasonable expenses may include fees, meals, lodging and/or transportation costs incurred by teachers who attend such sessions on the approval of the Board of Education.

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.

### **C. Teacher Employment**

Whenever the Board of Education considers it to be in the best interests of the East Orange Public School District, the Board of Education agrees to utilize the professional staff in the recruitment of new personnel.

## **Article XII 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 their 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 thirty (30) consecutive minutes.

4. Building based teachers may be required to remain after the end of the regular work day, without additional compensation no more than two (2) days per month for the purpose of attending faculty or other professional meetings involving total staff. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) 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 a building principal when an urgent need therefore exists.

5. Meetings which take place after the regular in-school workday 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.

## **B. Teaching Hours**

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

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

### **C. Teaching Load**

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

### **D. Class Size**

1. Class size shall be as provided for in the Board Policy Manual in effect on the effective date of this Agreement.

2. The Board shall, with all possible speed, take steps to provide for the reduction of class size and the fuller realization of its policy on class size on a temporary basis. Such temporary steps shall be determined by the Board after mutual study by the Board and the Association.

## **Article XIII TEACHER EMPLOYMENT**

### **A. Certification**

1. The Board agrees to abide by state statute in the hiring and assignment of teaching personnel.

2. The Board shall provide the Association with a copy of the agenda and minutes of each Board Meeting.

### **B. Credit for Prior Experience – New Teachers**

1. Full credit on the 1973-74 Teacher Salary Guide shall be given to all new teachers for all verified contracted previous satisfactory teaching experience in a duly accredited public and/or private school.

2. Each new teacher shall be placed on his proper step on the 1973-74 Teacher Salary Guide upon verification of all contracted previous satisfactory teaching experience in a duly accredited public and/or private school by the chief school administrator, or his designated represen-

tative, of the school(s) or school district(s) in which he was previously employed.

3. All validations of prior teaching experience shall be forwarded directly to the Superintendent of Schools on the official stationery of the previous employing school(s) and/or school district(s).

### **C. 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 this experience in determining a new employee's position on the Teacher Salary Guide.

2. Up to three (3) years "related" experience shall be given to teachers on the Teacher Salary Guide and one (1) year thereafter for each additional two (2) years of "related" experience.

3. Additional credit—not to exceed four (4) years—shall be granted for active military service.

**D.** Teachers shall be notified, in writing, of their contract and salary status no later than April 30.

## **Article XIV TEACHER ASSIGNMENT**

A. In June—at least one (1) week prior to the closing of school—the building principal or his designated representative shall give notice to all teachers of their grade and/or subject assignments, as well as their room assignments if possible, for the forthcoming year.

B. 1. Newly appointed personnel shall be assigned to specific positions within that subject area and/or grade level for which the Board appointed the teacher.

2. Notice of assignments to new teachers shall be given as soon as practicable after they are appointed by the Board.

C. 1. The Board authorizes the employment of a reserve group of teachers to provide for anticipated vacancies which arise during the summer months.

2. As soon as practicable, the superintendent or his designated representative shall give notice of assignment to each teacher employed as a reserve teacher.

3. Teachers who remain unassigned on September 1 shall be used as part of the substitute force until more vacancies occur. These teachers shall be entitled to full teacher benefits.

D. 1. In the event that changes in grade and/or subject assignments or room assignments occur after assignments are made in June, the building principal(s) or his designated representative shall promptly notify, in writing, teachers so affected.

2. Upon request of the teacher, the principal(s) or his designated representative shall meet with the teacher affected by a change in grade and/or subject assignment, or room assignment to explain the professional necessity for the change.

3. In the event of a continued disagreement, and upon the request of the teacher, the matter of a teacher assignment shall be reviewed with the teacher by the superintendent or his designated representative and, at the teacher's option, a representative of the Association.

E. 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 rate of 12¢ per mile.

## **Article XV**

### **VOLUNTARY TRANSFER AND REASSIGNMENT**

A. Within three (3) school days after the occurrence 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.

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 ten (10) school days from date of posting, discuss his desire for transfer or reassignment with his existing building principal and/or the principal of the building to which the teacher is seeking a transfer or reassignment. If either the existing principal or the receiving principal feels that the requested transfer is not in the best interest of the District, he may refer the request to the Superintendent, stating the reasons for the rejection.

2. File a written statement of his desire to transfer or be reassigned with the superintendent.

3. File a request for transfer or reassignment at any time, but not later than May 1, for vacancies which may exist for the following school year.

4. Include in the request the specific grade level, subject area, or school building to which he is seeking transfer or reassignment.

5. State in order of preference, the grade levels, subject areas, or buildings the existing vacancies to which he might want to be transferred.

C. The superintendent or his designated representative, in consultation with the building principal or principals, shall review the teacher's



request for transfer or reassignment and arrive at a decision as soon as practicable, but no later than thirty (30) days after the superintendent has received a request for transfer or reassignment.

D. In the determination of granting requests for voluntary transfers and reassignments, the following criteria shall be used:

1. Certification in the area.
2. Experience in the district.
3. Experience and ability for the position to be filled.
4. The overall impact of the transfer on the instructional program.
5. When all other factors are equal, longevity in the district shall be the deciding factor.
6. Prior to hiring teachers to fill vacancies, requests for transfers and reassignments by individuals already employed in the district shall be given preference.

E. No request shall be denied without adherence to the foregoing criteria or for other just causes. Said denial shall be in writing, a copy of which shall be sent to the individual and shall contain a statement of reasons for the denial of the request.

F. Requests for transfer or reassignment shall be approved by official action of the Board. The teacher and principal(s) shall be notified accordingly.

## **Article XVI INVOLUNTARY TRANSFER OR REASSIGNMENT**

A. When an involuntary transfer becomes necessary, the teacher or teachers involved shall be notified in writing prior to any action being taken. This notification shall include all reasons for such transfer, including teachers and buildings involved.

B. Volunteers who satisfy the criteria established in Article XV shall be considered for all vacancies or positions prior to making any involuntary transfers.

C. In the determination of involuntary transfers and reassignments, the following criteria shall be considered:

1. Individual certification, qualifications and experiences.

2. The requirements of the position to be filled and the best interests of the school district.

D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the principal(s) involved. A representative of the Association designated by its President shall attend upon request of the teacher. At this meeting the teacher shall be notified of the reason or reasons for the transfer or reassignment.

E. If, as a result of this meeting, the teacher objects to the transfer or reassignment, he shall appeal in writing to the superintendent within three (3) school days.

F. The superintendent or his designated representative shall meet with the teacher as well as a representative of the Association designated by its President to discuss an appeal to an involuntary transfer or reassignment.

## **Article XVII**

### **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. Official evaluations of a teacher shall be the responsibility of the principal of the building to which the teacher is assigned.

C. Teacher evaluation shall be an ongoing process which involves all teacher-principal professional relationships, including, but not limited to, classroom visitations, staff meetings, conferences, etc. This process is not designated to constitute a threat to effective principal-teacher relationships.

D. All evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. Formal narrative statements of evaluation for non-tenure teachers shall be written at least twice each year on forms to be provided. The first evaluation shall be completed before November 15, the second by March 15, of each school year.

F. Formal narrative statements of evaluation for tenure teachers shall be written at least once each year on forms to be provided. The evaluation shall be completed before March 15 of each school year.

G. The minimum basic procedures leading to formal narrative evaluations of teachers shall include the following:

1. The principal, assistant principal or department chairman shall visit each teacher in the classroom several times during each school year and record in narrative form the general nature of visitations on a form to be provided, with a copy for the teacher and the principal. 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. At the conclusion of such a conference with a teacher, the teacher and the evaluator shall by 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 on these reports, but no

teacher shall be required to sign a blank or incomplete evaluation form.

2. At least twice each year in the case of non-tenure teachers, the principal or assistant principal shall schedule a formal evaluative interview with each teacher—the first prior to November 15; the second prior to March 15.

3. At least once each year in the case of a tenure teacher, the principal or assistant principal shall schedule a formal evaluative interview with each teacher prior to April 1.

4. In each evaluative interview, the principal or assistant principal 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 professional attributes.

5. The result of all formal conferences and evaluative interviews, with recommendations the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated, shall be recorded in narrative form with copies to the teacher, the principal and the superintendent. Both the teacher and the principal or assistant principal shall sign these reports.

6. In the event a teacher does not agree with the principal's or assistant principal'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 disagreements may be filed at any time during the evaluation process.

7. The principal 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 at any time.

8. 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.

9. A teacher shall request in writing, visits by the principal, assistant principal, director or assistant director, whenever the teacher feels that such visits will assist in the evaluation process. Said evaluator(s) shall meet the teacher's request for a visit or indicate in writing, why such a request would be denied.

10. 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 Article XVIII (Complaint Procedure) below.

H. 1. Satisfactory evaluations shall be a prerequisite to granting of all increases and/or increments in salaries.

2. The principal's narrative recommendations may include such factors as appearance, voice, manner, health, scope of interest, cooperation, attitudes, professional interests, planning and preparation, teaching techniques, ability to manage, pupil growth and achievement, regularity and promptness of school attendance, etc.

I. The form or format of all evaluation reports shall be approved by the Board and the Association.

## **Article XVIII 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 procedure 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, pupil, parent, and all parties to a complaint shall have 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 designee and the complainant or teacher.

**Step 4:** Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the superintendent or his designee and the complainant.

**Step 5:** If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher he shall forward the results of his investigation along with his 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 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 designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

## **Article XIX PERSONNEL FOLDERS**

A Every teacher shall have the right to inspect all material in his individual personnel folder, with the sole exception that all pre-hire 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 during such review.

B. The teacher shall have the right to submit written comments to all post-hire material contained in his individual personnel folder. These comments shall be reviewed by the superintendent and shall become part of his personnel folder.

C. A teacher shall have the right, upon request, to receive copies, at cost, of any documents contained in his 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 file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee

and the Superintendent's decision as to which documents shall be destroyed or retained shall be final and not grievable.

## **Article XX PROMOTIONS**

A. The appointment of a person to a promotional position shall be the responsibility of the Board, and shall be made in compliance with New Jersey Statutes Annotated, rules and regulations of the State Department of Education, and the County Superintendent.

B. 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.

C. All vacancies in promotional positions shall be publicized by the superintendent or his 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 ten (10) school days before the final date when applications must be submitted.

4. A copy of such notice shall be given by the superintendent to the Association at the time of posting.



D. 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. Applications shall be kept on file for future vacancies. A letter of intent requesting consideration for a vacancy shall serve to reactivate the application. Unless the office is notified in writing by an applicant that the application is withdrawn, it shall remain on file.

E. 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 fourteen (14) 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.

F. 1. Written notices of vacancies shall include the qualifications for the position, its duties, and the rate of compensation.

2. Qualifications for a given promotional position and the rate of compensation shall not be changed unless the Association has been notified in advance of such changes and the reasons thereof.

G. 1. No position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attain-

ments of all applicants and other relevant factors. The Board's policy shall be to obtain the most qualified person from all available sources. Each teacher applicant not selected shall receive a written notice from the superintendent.

2. Where beneficial to the educational system and where circumstances permit, the Board will involve staff (through the Association) and the community in the screening and interviewing process for promotional positions. The decision to use a committee and the size of the committee will rest with the Board.

H. Appointments to promotional positions shall be made by the Board, upon the recommendation of the superintendent. No later than sixty (60) days after the closing date of application, the Board shall:

- a. make an appointment, or
- b. re-advertise the position according to Section C above, or
- c. defer the filling of the position.

I. 1. Internship positions may be created by the Board for teachers who have had three (3) years of satisfactory teaching experience upon the recommendation of the superintendent, for positions carrying administrative responsibilities. The title of such positions shall be Administrative Intern.

2. Administrative Interns may be employed to serve in administrative positions for a period not to exceed two (2) years. Teachers so employed would be encouraged to pursue graduate study leading to full certification in administration.

3. The period of time may be extended by the Board if the Board determines that circumstances warrant such extension and the extension is specifically requested by the individual. The Association shall be notified of any such extension.

## **Article XXI TEMPORARY SPECIAL ASSIGNMENTS**

A. Placement of personnel on a temporary special assignment remains the prerogative of the Board, upon recommendation of the superintendent. 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.

B. The period of time for personnel on temporary special assignments may be extended to two (2) years by the Board if the Board determines that circumstances warrant such extension. The Association shall be consulted in the event of such extension.

C. Whenever temporary special assignments are on the administrative/supervisory levels of responsibility, the Board agrees, through the Office of the Superintendent of Schools, to publicize the vacant position by sending copies to the Association, and post the positions in the District.

## **Article XXII EXTRA COMPENSATION**

A. The task force established by the Board and the Association shall submit a complete report to the Board and the Association not later than November 1, 1974.

B. 1. Coaches' shall be paid according to the following schedule:

B. 1. Coaches' shall be paid according to the following schedule:

Step	Ath. Dir.	Head soccer	Asst. soccer	Head tennis	Head track	Asst. track	Head hockey	bowling
1	\$ 800	\$450	\$250	\$250	\$450	\$275	\$300	\$250
2	900	475	275	250	450	300	300	250
3	950	500	300	275	500	325	325	275
4	1,000	550	325	300	550	350	350	300
5	1,050	600	350	325	600	375	375	325
6	1,100	650	375	350	650	400	400	350
7	1,150	700	400	375	700	425	425	375
8	1,200	750	425	400	750	450	450	400
9	1,300	850	525	500	850	550	550	500
10	1,400	950	625	600	950	650	650	600

Step	In. Track Cr. Cty.	Head Baseb.	Asst. Baseb.	Head Basktb.	Asst. Basktb.	Head Ftball.	Asst. Ftball.
1	\$300	\$ 575	\$375	\$ 650	\$425	\$1,050	\$ 550
2	300	675	375	750	475	1,150	600
3	325	725	450	850	525	1,250	650
4	350	775	475	950	575	1,350	700
5	375	825	500	1,050	600	1,450	725
6	400	875	525	1,150	625	1,550	750
7	425	925	550	1,200	650	1,650	775
8	450	1,075	575	1,250	675	1,750	800
9	550	1,075	675	1,350	775	1,850	900
10	650	1,175	775	1,450	875	1,950	1,000

2. The Coaches' Salary Schedule and released time arrangements shall be evaluated by the Task Force.

C. The following positions shall be paid as follows:

<b>Position</b>	<b>Salary</b>	
Band Director (EOHS & CJS)	\$475	
Asst. Band Dir. (EOHS & CJS)	200	
Cheerleaders (EOHS)	325	
Cheerleaders (CJS)	400	
Superv. Twirlers (EOHS)	300	
<b>Position</b>	<b>Salary</b>	
Photographer (EOHS)	\$325	
Photographer (CJS)	300	
<b>High School Treasurer</b>	<b>EOHS</b>	<b>CJS</b>
1st year	\$400	\$200
2nd year	\$500	\$300
3rd year	\$600	\$400
4th year	\$750	\$550

**D. 1. Grade Chairmen and Helping Teachers**

An analysis shall be made of the use of the concept of "Grade Chairmen" and "Helping Teachers" by the task force.

**2. Club Advisors**

a. Club advisors shall be provided one (1) period per week of released time for club activities.

b. An analysis shall be made of the responsibilities of club advisors by the Task Force.

c. Elementary and junior high school student councils shall be considered clubs.

**3. Usher Squad Advisors**

Usher Squads shall be considered clubs and usher club advisors shall be considered Club Advisors.

**4. Class Advisors**

a. "Chief" high school class advisors shall be provided with released time as follows:

Freshman Advisor — One (1) period per week  
Sophomore Advisor — Two (2) periods per week  
Junior Advisor — Three (3) periods per week  
Senior Advisor — Five (5) periods per week

### **5. Publications**

a. Yearbook Advisors shall be provided with two (2) periods per day, plus no homeroom periods, of released time.

b. Yearbook Managers shall be provided with one (1) period per day, plus no homeroom periods, of released time.

c. Newspaper Advisors shall be provided with two (2) periods per day, plus no homeroom periods, of released time.

d. Newspaper Managers shall be provided with one (1) period per day, plus no homeroom period, of released time.

e. Other publications: Advisors for other publications shall be considered as Club Advisors.

### **6. Student Council Advisors**

High School Student Council Advisors (Two at East Orange High School and one at Clifford J. Scott High School) shall be provided with two (2) periods per day, plus no homeroom periods, of released time.

### **7. Audio-Visual Aids**

An analysis shall be made by the Task Force to determine the need for a district coordinator of audio-visual aid program.

### **8. Special Considerations**

a. All positions that involve extra pay for extra work shall be adequately advertised. The Association shall be notified of all such vacant positions.

b. A teacher shall hold only one position, except under special conditions, for which extra pay for extra work is received.

c. Teachers currently holding two or more positions for which they receive extra pay for

extra work shall be permitted to continue holding such positions and be compensated therefore. They shall not be relieved of one or more of these positions.

d. A teacher who already holds a position for which he receives extra pay for extra work, shall not be considered for another position for which extra pay for extra work is paid unless he resigns from the position he holds.

e. Exceptions to the special considerations above pertaining to extra pay for extra work shall be made by the Board only after consultation with the Association.

f. Board shall approve, on the recommendation of the Superintendent of Schools, the employment of teachers to receive extra pay for extra work.

9. a. The Task Force shall analyze the concept of public performance duties being part of the employment responsibilities of the teacher.

b. The Task Force shall conduct a complete study of the concept of preparation time for elementary teachers.

### **Article XXIII DEDUCTION FROM SALARY**

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 the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct.

### **Article XXIV 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.

C. Each teacher shall have the right to accept or reject a student teacher.

D. A teacher shall not serve as a cooperating teacher unless he has the necessary experience background for making a worthwhile professional contribution to the development of the prospective student teacher.

E. Student teachers are not to be assigned as substitute teachers except in cases of emergency when substitutes are not available and then under the following conditions:

1. with the approval of the college or university  
*and then*
2. for a period of no more than one (1) day
3. in the major or minor teaching fields in which the student is preparing for certification
4. without remuneration

## **Article XXV INSTRUCTIONAL COUNCIL**

### **A. Recognition**

The East Orange Board of Education formally recognizes and supports—educationally and financially—the East Orange Instructional Council as the democratically representative organization of the professional staff in the East Orange Public School District for the investigation and the development of curriculum and instruction and those related instructional areas which directly or indirectly affect implementation of the curriculum in the East Orange Public Schools—through the Office of the Superintendent of Schools, except as provided in Section I of this Article.

### **B. Membership**

1. Membership on the council shall consist of

one representative from each building elected by each building staff. The election shall be held in the month of March. Conducting the election in each building shall be the responsibility of the duly elected faculty representative.

2. Other members of the Instructional Council shall be:

a. The Assistant Superintendent for Instruction

b. The Director of Curriculum

c. The duly elected Chairman of the Instructional Council.

3. The following units shall be entitled to elect a representative as advisor to the Instructional Council:

a. The Department of Adult and Continuing Education.

b. The Department of Special Education and Special Services

c. The Departments of Curriculum and of Grants Management Services

d. The East Orange Administrators Association

e. The Hay Project (including In-School Suspension personnel)

f. The Citizens Advisory Committee

g. The PTA-PTO Council

h. The Student Body of East Orange High School

i. The Student Body of Clifford J. Scott High School

j. The East Orange Education Association

4. Additional units may be added by mutual agreement by the Board and the Association.

#### **5. Additional Members**

Nothing in this Article shall be interpreted to prevent the Instructional Council from consulting or appointing to its committee such additional teachers, administrators, professional advisors, students, parents, or other persons as the Instructional Council may determine.

### **C. Election of Officers**

1. The Chairman of the Instructional Council shall be selected through system-wide nominations and elected by the entire professional staff of the East Orange Public School District.

2. Offices—except for the office of the Chairman—shall be filled by the Instructional Council.

3. Nominees for the offices—except for the chairmanship—shall be limited to the membership of the elected Instructional Council building representatives.

### **D. Scope**

The scope of the East Orange Instructional Council shall include such matters as curriculum improvements, teaching techniques, experimentation, extracurricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, research, educational specifications for buildings and other matters relating to the effective instructional operations of the East Orange Public School District.

### **E. Committees**

To allow for and to encourage those persons who would be affected by Council recommendations to have an opportunity to be involved, the Instructional Council may establish sub-committees or ad hoc committees for specific projects.

### **F. Individual Initiative for Suggestions**

The Instructional Council shall encourage the initiation of ideas and suggestions by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents or other interested persons.

### **G. Rules of Procedure**

The rules of procedure for the Instructional Council shall be in accordance with the Instructional Council Operational Document.

## **H. Meetings**

The Instructional Council shall meet at least twice each month; at least three meetings per year shall occur in the evening.

### **I. Reports**

1. All reports and/or recommendations shall be made simultaneously by the Instructional Council to the office of the Superintendent of Schools and to the Association. If the reports and/or recommendations are not approved by the office of the Superintendent of Schools, the Instructional Council shall have the right to present said reports and/or recommendations to the Board of Education.

2. In either event, any reports and/or recommendations made by the Instructional Council which are not approved shall be rejected in writing and shall contain the rationale for the rejection. Rejections may occur at two levels: (1) the Superintendency level—at which the rejection shall be submitted simultaneously to the Board and to the Instructional Council, and (2) the Board level—at which the rejection shall be submitted simultaneously to the Superintendency and to the Instructional Council.

### **J. Functional Considerations**

1. The chairman of the East Orange Instructional Council shall be granted released time (5 one-half days per week) so that the chairman can effectively administer his duties and responsibilities.

2. The East Orange Board of Education and the Instructional Council may meet jointly from time to time to discuss instructional matters.

3. Through a questionnaire developed cooperatively by the Council and the Association, the Instructional Council shall be evaluated by June 15 each year by the entire professional staff.

## **K. Compensation**

1. Teachers who are charged to work on instructional areas shall receive financial (or time) compensation according to the following guidelines:

a. For Instructional Council matters per se or for permanent committees.

(1) Hours spent beyond 10 per month shall be paid for at the negotiated rate of extra pay for extra work.

(2) If released time is given, this does not count as part of the 10 hours per month.

b. For summer and other committees strictly contractual.

(1) The Board, upon recommendation of the Superintendent, shall determine the nature of the tasks, the number of positions, the hours and payment.

(2) All such contracted committees shall be recommended by the Instructional Council for the approval of the Superintendent and the Board.

(3) Positions for all such committees will be advertised in accordance with the Board of Education – E.O.E.A. contract.

(4) Positions shall be filled according to the I.C. Selections Committee guidelines and such positions approved by the Board upon recommendation of the Superintendent.

2. The Chairman of the Instructional Council is not eligible for compensation Section K, Part 1, Subsection A, of this article.

**Article XXVI  
SALARIES — TEACHERS**

**1973-74 SALARY GUIDE**

<b>YEARS</b>	<b>BA</b>	<b>MA</b>	<b>MA+32</b>
1	\$ 8,800	\$ 9,600	\$10,500
2	9,135	9,935	10,835
3	9,475	10,275	11,175
4	9,850	10,650	11,550
5	10,200	11,000	11,900
6	10,550	11,350	12,250
7	10,900	11,700	12,600
8	11,250	12,050	12,950
9	11,600	12,400	13,300
10	12,000	12,800	13,700
11	12,450	13,250	14,150
12	12,950	13,750	14,650
13	13,500	14,300	15,200
14	14,400	14,940	15,930
15		15,840	16,780
16			17,680

**1974-75 SALARY GUIDE**

<b>YEARS</b>	<b>BA</b>	<b>MA</b>	<b>MA+32</b>
1	—	\$10,050	\$10,950
2	\$ 9,600	\$10,400	\$11,300
3	9,950	10,750	11,650
4	10,325	11,125	12,025
5	10,685	11,485	12,385
6	11,045	11,845	12,745
7	11,405	12,205	13,105
8	11,765	12,565	13,465
9	12,125	12,925	13,825
10	12,525	13,325	14,225
11	12,975	13,775	14,675
12	13,485	14,285	15,185
13	14,200	14,865	15,785
14	15,160	15,660	16,605
15		16,620	17,505
16			18,480

## **B. Supermaximums**

Supermaximums for the 1973-74 and the 1974-75 school years shall be paid only to those individuals who are presently receiving such payments and the amount shall be the same as they are presently receiving.

## **C. Earned Doctorate**

Teachers shall receive an additional \$1,000 for a doctor's degree earned at an accredited university.

## **D. Level Adjustment**

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 contractual salary upon receipt of documentation of completion of requirements, compensation shall be retroactive as of the date of completion of requirements. Notification shall be given immediately. Retroactive payments shall be made only for the current school year.

# **Article XXVII SALARIES OTHER POSITIONS**

## **A. Department Heads**

1. Department heads shall be paid \$1,000 above their positions on the Teacher Salary Guide. This \$1,000 shall be attained in three (3) steps. An individual serving as department head for the first (1st) year shall receive an additional \$500 above the Teacher Salary Guide; the second (2nd) year an additional \$750 above the Teacher Salary Guide; and the third (3rd) year an additional \$1,000 above the Teacher Salary Guide.

2. Additional released time for Department Heads shall be as follows:

1 period per day—less than 5 members in department

2 periods per day—5 to 10 members in department

3 periods per day—11 to 15 members in department

4 periods per day—more than 15 members in department

**B. Guidance Counselors**

Guidance Counselors shall be paid \$400 above their position on the Teacher Salary Guide.

**C. Social Workers**

Social Workers shall be paid \$1,200 above their position on the Teacher Salary Guide. This \$1,200 shall be attained in three steps. An individual serving as social worker for the first (1st) year shall receive an additional \$750 above the Teacher Salary Guide; the second (2nd) year an additional \$1,000 above the Teacher Salary Guide; and the third (3rd) year an additional \$1,200 above the Teacher Salary Guide.

**D. Psychologists**

Psychologists shall be paid \$1,200 above their position on the Teacher Salary Guide.

**E. Learning Disability Specialists**

Learning Disability Specialists shall be paid on the same schedule as social workers.

**F. Coordinators**

District-wide coordinators with full-time responsibilities shall be paid \$1,100 above their position on the Teacher Salary Guide. This \$1,100 shall be attained in three steps. An individual serving as coordinator for the first (1st) year shall receive an additional \$600 above the Teacher Salary Guide; the second (2nd) year an additional \$850 above the Teacher Salary Guide;



and the third (3rd) year an additional \$1,100 above the Teacher Salary Guide.

#### **G. Administrative Assistants**

Administrative Assistants shall be paid \$1,600 above their position on the Teacher Salary Guide. This \$1,600 shall be attained in three steps. An individual serving as administrative assistant for the first (1st) year shall receive an additional \$1,000 above the Teacher Salary Guide; the second (2nd) year an additional \$1,300 above the Teacher Salary Guide; and the third (3rd) year an additional \$1,600 above the Teacher Salary Guide.

#### **H. Heads of Social Workers, Psychologists, Nurses and Speech Therapists**

The Head of Social Workers, the Head of Psychologists, the Head of Nurses and the Head of Speech Therapists shall receive \$550 above their base pay. This \$550 shall be attained in three (3) steps. An individual serving for the first (1st) year shall receive \$300 above their base pay; the second (2nd) year \$425 above their base pay; and the third (3rd) year \$550 above their base pay.

### **Article XXVIII SCHOOL CALENDAR**

A copy of the School Calendar for the ensuing school year will be developed with the cooperation of the E.O.E.A. and the Board of Education. A copy of the School Calendar for the ensuing year shall be given to the Association ten days prior to its adoption by the Board.

### **Article XXIX MISCELLANEOUS PROVISIONS**

**A.** The Board agrees to consult with the

Association and the Association agrees to cooperate with the Board in studying the following items which are not included in this Agreement:

1. Maintenance of Classroom Control and Discipline.
2. Substitutes.
3. Specialists.
4. Non-teaching duties.

#### **B. Equal Opportunity Employment**

No inquiry in regard to religion, creed, 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.

#### **C. 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.

#### **D. 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.

#### **E. Compliance with 303**

Proposed new rules or modifications of existing rules which deal with the terms and conditions of employment which are subject to negotiations shall be altered only after negotiations with the Association.

**F.** The Board and the Association will cause 1,200 copies of this Agreement to be printed and

to share equally in the expense thereof. Copies of this Agreement shall be distributed in the following quantities:

800 copies to the Association.

400 copies to the Board.

### **G. 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 addresses:

1. If by Association, to Board at 21 Winans Street, East Orange, New Jersey 07017.

2. If by the Board, to Association at 90 Washington Street, East Orange, New Jersey 07017.

## **Article XXX NEGOTIATION PROCEDURE**

A. 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. 47:1A-1 et seq.

B. Whenever possible the Negotiating Team of the Association agrees to give to the Negotiating Team of the Board and the Board Negotiating Team agrees to give to the Association Negotiating Team copies of all proposals and pertinent material sufficiently in advance of negotiation meetings so that they may be properly studied and answered.

**Article XXXI**  
**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 XXXII**  
**RIGHTS OF THE BOARD**

A. Except as otherwise provided in the Agreement and under the provisions of Chapter 303, Public Laws 1968, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the 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 XXXIII**  
**DURATION OF AGREEMENT**

A. This contract shall encompass the understandings between the parties as an Agreement to take effect September 1, 1973 and continue in effect until August 31, 1975.

B. Negotiations for the 1975-76 school year shall commence not later than October 15, 1974.

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 their respective presidents, attested by their respective

secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

East Orange Education  
Association

Board of Education  
City of East Orange  
County of Essex

By  
\_\_\_\_\_  
Thomas J. Cusick  
Its President

By  
\_\_\_\_\_  
Winfred S. Gideon, III  
Its President

By  
\_\_\_\_\_  
Angela Ryan  
Its Secretary

By  
\_\_\_\_\_  
William Poole  
Its Secretary

Negotiating Team

Negotiating Team

\_\_\_\_\_  
Marshall Evans,  
Chairman

\_\_\_\_\_  
Winfred S. Gideon, III

\_\_\_\_\_  
Thomas J. Cusick

\_\_\_\_\_  
Mari Haupt

\_\_\_\_\_  
Marva Johnson

\_\_\_\_\_  
Marvin Johnson

\_\_\_\_\_  
Alice Molina

\_\_\_\_\_  
Mary Patterson

\_\_\_\_\_  
Richard Williams





**EAST ORANGE  
BOARD OF EDUCATION**

Winfred S. Gideon, III  
President

Mary Patterson  
Vice President

Malcolm Corrin

Mari Haupt

Marvin Johnson

E. William Lauro

Vivian Makle

**NEGOTIATING TEAM**

Winfred S. Gideon, III  
Chairman

Mari Haupt

Marvin Johnson

Mary Patterson

Dr. Otha L. Porter  
Superintendent of Schools

Morgan Loesch

Dr. Harold K. Smith  
Assistant Superintendents

William Poole  
Business Manager