

AGREEMENT

BETWEEN

**MOUNTAINSIDE BOARD OF EDUCATION
MOUNTAINSIDE, NEW JERSEY**

AND

MOUNTAINSIDE EDUCATION ASSOCIATION

JULY 1, 2004 THROUGH JUNE 30, 2007

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PREAMBLE

This Agreement entered into this ____ day of ____, 2005, by and between the BOARD OF EDUCATION OF MOUNTAINSIDE, hereinafter called the "Board" and the MOUNTAINSIDE EDUCATION ASSOCIATION, hereinafter called the "Association" represents the complete and final understanding of all bargainable issues between the Board and the Association.

ARTICLE I

RECOGNITION

- A.** The Mountainside Board of Education hereby recognizes the Mountainside Education Association during the lifetime of this Agreement as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following employees:
1. All certified personnel to the Board, including: Classroom Teachers, Summer School Teachers, Homebound/Bedside Tutors, Guidance Counselor, Learning Disability Consultants, School Nurse, School Psychologist, Speech Language Specialist, Occupational Therapist, Media Specialist, Social Worker, and Remedial Reading Teacher.
 2. All non-certified personnel employed to the Board including secretaries, assistants and custodians.
- B.** Excluded from the Association are the Secretary to the Chief School Administrator, the Secretary/Payroll and the Secretary/Bookkeeper, all managerial executives, confidential employees and supervisors.
- C.** The term "employee" shall, when used hereinafter, refer to all employees as listed in the bargaining unit defined above in A 1 and 2. The terms "teacher", "secretary", "assistant" and "custodian" shall refer to the employees in classifications A 1 and 2 respectively, when used hereinafter.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A.** 1. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-5.1 et seq. over a successor Agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel, and shall be reduced in writing. The Association shall notify the Board in writing when the Agreement has been ratified. The Board shall notify the Association in writing when the Agreement has been adopted by appropriate resolution of the Board. The Agreement shall then be signed by the Board and the Association.
2. The Association and the Board of Education shall exchange contract proposals not later than January 15 of the school year in which this Agreement expires and such submission of proposals shall constitute the opening of formal negotiations. This date may be extended upon mutual agreement of both parties.
3. The Association and the Board of Education may submit counter proposals within 30 days after January 15 of the school year in which this Agreement expires. This date may be extended upon mutual agreement of both parties.
4. All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the employees involved are free from assigned instruction and other responsibilities.
5. Whenever the Board desires to schedule a negotiations session during regular school hours, no employee shall suffer any loss in pay as a result of participating in such negotiations as a representative of the Association.
- B.** The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Mountainside School District which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- C.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A.** No person covered under this Agreement shall engage in Association activities nor in meetings with the N.J.E.A. representatives during the work day, except as provided in Article III, Section G. The foregoing shall not include the employees duty-free lunch period nor shall this be inconsistent with statute, as set forth in the Weingarten Doctrine.

- B.** The Association and its representatives shall have the right to use the school building at reasonable times during non-school hours for membership meetings. No meeting shall be held without prior approval of the Chief School Administrator or his/her designee who shall be given reasonable notice in advance of the time and place of all such meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of a building by the Association or its representatives.

- C.** The Association shall have the privilege, with the permission of the Chief School Administrator or his/her designee, which permission shall not be unreasonably withheld, to use school equipment on the site, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not in use. The Association shall provide all materials and supplies incident to such use. Permission will be granted for the use of audiovisual equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

- D.** The Association shall have a bulletin board in a designated teachers' room.

- E.** The Association shall have the right to distribute, through the use of employees' mail boxes, material dealing with the proper and legitimate business of the Association. The Principal or his/her designee in each building shall be notified prior to the distribution of such material.

- F.** The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall, insofar as it is legally possible, be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

- G.** The Association President shall be exempt from all duties other than the actual classroom teaching assignment in order to perform the duties of the presidency.

ARTICLE IV

EMPLOYEE RIGHTS

- A.** No employee shall be disciplined, reprimanded, reduced in rank or compensation, or have an increment and/or salary adjustment withheld without just cause in performance with statutory law, Board policy, and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent herein set forth unless otherwise provided by statutes or Code.
- B.** No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.
- C.** There shall be no discrimination, interference, restraint, or coercion by the Board of any of its agents or representatives against any of the employees covered under this Agreement because of their membership or nonmembership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during classroom instruction periods.
- D.** The teacher shall have the responsibility of determining grades and other evaluations of students within the grading policies of the Mountainside School District. No grade or evaluation shall be changed without the notification of the teacher involved. In the event that the teacher concerned does not agree with the proposed change, the administrator making the change must sign it.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A.** The Board, on its own behalf and on behalf of the citizens of the Borough of Mountainside, Union County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.

- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

- C.** Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

- D.** All rights and legal prerogatives not expressly curtailed by this Agreement are hereby reserved to the Board.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

1. The term "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract of a non-tenured employee.
 - b. In matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State Commissioner of Education or the State Board of Education.
 - c. In matters involving the sole and unlimited discretion of the Board.
3. The term "employee" shall mean any regularly employed individual covered in Article I, "Recognition."
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them beyond Level One.
5. The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible.
6. The term "party" means an aggrieved employee, his/her immediate superior, the School Principal, or any staff member below the Chief School Administrator who may be by the determination of the Chief School Administrator in connection with the Procedure herein established.

B. Purpose

1. It is understood and agreed that both the Board and the Association have the right to utilize the provisions of this Article and that grievances may be processed either by the employee who claims to be aggrieved or by the Board or the Association.

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2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the administration.

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 written agreement.

In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure shall be exhausted, if possible, prior to the end of the school term.

1. LEVEL ONE. An employee or group of employees with a grievance shall first discuss it with the immediate supervisor or department head within 30 days after the employee(s) or group know or should have known of the occurrence of the events leading to the grievance, either directly or through a member's representative of the Association, with the objective of resolving the matter. Any grievance not presented within 30 days shall not thereafter be considered a grievance under the agreement.
2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chief School Administrator within ten (10) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner, specifying:
 - a. The nature of the grievance
 - b. The results of previous discussions
 - c. Dissatisfaction with decisions previously rendered
 - d. The nature of the resolution sought

The Chief School Administrator shall communicate the decision with reasons to the employee in writing within ten (10) school days of receipt of the written grievance.

3. **LEVEL THREE.** If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Chief School Administrator, he/she may file the grievance in writing with the Board within (10) school days after receipt of the decision or if no decision has been rendered within twenty (20) school days after presentation of the grievance, whichever is sooner. The request for review by the Board shall be submitted in writing to the Board and a copy of such request to the Chief School Administrator. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by a majority of the Board, in writing, within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
4. **LEVEL FOUR.** If the grievant, as defined in Section B-1, is not satisfied with the decision of the Board, or if no decision has been rendered within the time limit allowed, he/she may request through the Association advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be filed no later than ten (10) school days following the determination by the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The arbitrator shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only. The costs of the arbitrator shall be borne equally by the Board and the employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

D. Miscellaneous

1. The Association will process all group grievances. If a grievance is building centered, the Association will initiate the grievance at Level One.
2. Grievances may be raised by the Board in accordance with the following procedure:
 - a. The grievance shall be instituted within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after the Board would reasonably be expected to know of its occurrence.
 - b. The grievance shall be instituted through a written communication to the President of the Association.

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GRIEVANCE PROCEDURE

- c. The Association Executive Committee and representative(s) of the Board shall meet within ten (10) school days after receipt of the communication.
- d. In the event the matter is not satisfactorily resolved within thirty (30) calendar days after the conference the Board may file for advisory arbitration in accordance with Section C-4 of this Article.

ARTICLE VII

TEACHER EMPLOYMENT

- A. The Board agrees to hire only certificated teachers according to law.
- B. Teachers shall be notified of their contract and salary status for the ensuing year as soon as practicable, but not later than as provided by the applicable New Jersey Law.
- C. By November 1 of the year preceding the contract year, all teachers expecting to move laterally on the Teachers Salary Guide, i.e. from one salary guide category to a new one, (e.g., Bachelor's Degree to Master's Degree), shall so notify the Chief School Administrator in writing. These credits must have been taken within the last ten years and all must be for graduate courses only. All official transcripts must be in the Chief School Administrator's office no later than September 30th of the contract year in which the new movement occurs. Failure to do so will negate the individual's right to such movement for that contract year.

ARTICLE VIII

TRANSFERS, REASSIGNMENTS AND PROMOTIONS

A. Vacancies

During the school year, the Administration shall notify the employees of all vacancies via a written memorandum. The President, Vice President, or member of the Executive Committee shall also be notified of all vacancies via a written memorandum. When school is not in session for the summer, any employee who has, before the close of the current school term, notified the Chief School Administrator that he/she wishes to receive notice of staff vacancies for which he/she is properly certified, shall receive such notification by phone or letter. The President, Vice President, or member of the Executive Committee shall receive notification by phone or letter.

B. Transfer Requests

Employees who request a change in assignment shall file a statement with the Chief School Administrator on or before March 1. The statement shall include the requested building, grade, and/or subject assignment. Reassignment shall be at the sole discretion of the Chief School Administrator.

C. Involuntary Transfers

An involuntary transfer or reassignment shall be made after a meeting between the teacher involved, if available, and the principal or immediate supervisor. At the time of the meeting, the teacher shall be notified of the reason for the transfer or reassignment. The teacher may, at his/her option, have Association representation at such a meeting.

The Chief School Administrator shall send a letter acknowledging receipt of an application and notification of the filling of said position.

ARTICLE IX

EMPLOYEE EVALUATION

A. Teachers

1. Non-tenured teachers will be observed at least three (3) times each year (with at least one in each semester) by the following dates: December 10, February 28 and March 31. A written evaluation, including a contract decision about the ensuing year's employment status, shall be given to the non-tenured teacher on or before April 30 of the current school year. Tenured teachers shall be evaluated at least once during each school year. All teachers shall be evaluated, in writing, by appropriate certified supervisory staff.
2. A written report of both the observations and the summary evaluation shall be completed and signed by the evaluator and teacher. The teacher's signature merely indicates knowledge of the report and does not necessarily indicate agreement with its content. A teacher may add comments to the report within ten (10) school days. The evaluation report is to be placed in the teacher's personnel file and a copy given to the teacher prior to the next scheduled evaluation. A conference may be held between the teacher and the evaluator upon the request of either. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. In the event that a complaint regarding a teacher which could adversely affect the teacher's position in the school system is to be placed in the personnel file, or that a written statement derogatory to a teacher's performance is to be placed in the personnel file, the teacher shall be informed in writing thereof by the Administration within ten (10) working days. A teacher so notified shall sign and return within five (5) working days a statement acknowledging receipt of notification and any explanation thereon.

B. Secretaries/Assistants/Custodians

1. No later than April 1st, every secretary, assistant and custodian shall be evaluated at least once each year by the administrator or supervisor to whom he/she is responsible. The evaluation shall be in written form, cover main areas of responsibility and be signed by the employee. The signature merely indicates knowledge of the report, and not necessarily agreement with its contents.
2. If the final report (due April 1) is an adverse one, conferences between the parties shall have preceded it, and the areas needing improvement shall have been given in writing with specific recommendations for improvement to the employee at least sixty (60) calendar days prior to the final report.
3. Administrators or supervisors to whom employees are responsible may, upon unsatisfactory performance, recommend that an employee's salary increase be withheld.

ARTICLE X

TEACHER WORK YEAR AND SCHOOL CALENDAR

- A.** The teacher work year shall consist of one hundred eighty-five (185) pupil/teacher days, plus two (2) additional work days for current staff members, exclusive of NJEA Convention when school shall be closed. There shall be two (2) additional work days, beyond the aforementioned, for staff members new to the district.

- B.** A school calendar shall be presented by the Chief School Administrator to the Association prior to the adoption of such calendar by the Board. Upon request, the Association may make suggestions to the Chief School Administrator concerning the calendar and request an opportunity to consult with the Chief School Administrator. The Chief School Administrator shall thereafter make a recommendation of the school calendar to the Board, and the Board shall make a final decision as to the entire school calendar.

- C.** The Chief School Administrator in consultation with MEA and the approval of the Board may adjust the school year calendar by up to three (3) additional in-service days (for a total of four (4)) in lieu of up to three instructional days.

ARTICLE XI

WORK HOURS AND WORK LOAD

A. Teachers

1. Check-in procedure. As professionals, teachers are expected to devote to their assignments the necessary time to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
2. Duty-free lunch. The in-school day of each teacher shall include a duty-free lunch period of the same duration as the students.
3. The work day. The normal work day of the teacher shall generally be from 8:00 a.m. to 3:20 p.m. The administration may, in the best interest of the pupils, assign teachers to arrive one half hour earlier than the normal work day. Teachers assigned to early arrival will be dismissed one half hour before the normal work day dismissal. The administration may request volunteers but may not assign teachers to arrive and to leave one half hour later than the normal work day. For the 2001-2002 school year, teachers shall have no duties assigned for the period from 8:00 - 8:15 a.m.

Commencing in the 2002-03 school year, the teachers' instructional work day shall be increased by fifteen (15) minutes of instructional time which may not be evenly allocated to each period and the following shall apply:

- a. For the normal work day in grades K-8 students will be allowed to enter the classroom at 8:20 a.m. and homeroom shall begin at 8:25 a.m.
- b. The schedule (day) for grades K-8 shall be as follows:
 1. Student homeroom shall begin at 8:25 a.m.
 2. Student lunch/activity period shall be 40 minutes.
 3. Teacher lunch shall be guaranteed at 40 minutes per day.
 4. Teachers' duties during this activity period shall consist of no more than 3 activities and 2 planning periods per week. Planning periods shall mean conferring with parents, department meetings, conferring with guidance and the like.

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5. Teacher day shall end at 3:20 p.m. except on Fridays where it shall end at 3:10 p.m.
 6. For the purpose of accommodating a two-school district, starting and ending times in sections A.3 above may be modified by not more than fifteen (15) minutes. The length of the workday shall not be increased. Notice of thirty (30) days shall be provided prior to the commencement of the staggered schedule.
- c. The periods between the start of the teacher work day and the time at which homeroom begins, and between the end of the student instructional day and the end of the teacher work day are to be utilized for activities related to teacher assignments such as conferencing with parents, tutoring students, meeting with special service personnel, joint planning with other teachers, reviewing instructional materials, and other such activities. To make these professional activities possible, teachers will, on a rotating basis without compensatory periods, accept routine duties (all purpose room supervision, halls, cafeteria, bus, etc.).
- d. The above paragraph notwithstanding, and without interfering with the intent of same, the parties agree that for the duration of this Agreement up to six teachers can be assigned by the Chief School Administrator to begin the work day at 8:00 a.m. and end at 3:00 p.m. The six teachers shall be assigned from the following areas:

Basic Skills Teachers
Reading Teachers
Music Teachers
Art Teachers
Physical Education Teachers

Notification of this assignment shall be made by July 1, except in cases of emergency vacancy. This provision shall neither be used as precedent nor evidence in any possible proceedings dealing with the interpretation of the above paragraph (#3).

4. Departure time. Provided their professional responsibilities have been discharged, on Fridays and on days preceding a holiday or vacation, teachers may leave the building ten minutes after the close of the pupils' day.

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5. Preparation periods. All teachers in grades K-8 shall be guaranteed a minimum of five preparation periods per week. The Administration will make every effort to schedule one preparation period per day whenever practicable.

Preparation period is one in which the teacher is free from direct contact with students to work on matters related to his/her teaching responsibilities. The teacher is expected to engage in such activities during the preparation periods as conferencing parents, grading papers, preparing instructional material for his/her class, working in the library, conferring with special service personnel.

6. Substitutes. Substitutes, when available, will be hired for specialists when they are absent. When substitutes are needed on an emergency basis to teach a class, substitutes will be first selected from those teachers who have more than five preparation periods a week.

Teachers who are required to cover classes shall be compensated at a rate of \$26.08 per session for 2004-2005; \$27.20 per session for 2005-2006; and \$28.37 for 2006-2007. Payments to be made upon the second coverage and every subsequent coverage thereafter during the school year.

7. Meetings

- a. Faculty and Other. Teachers may be required to remain after the end of a regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings or conferences. These meetings shall be held on Mondays except if Monday is a holiday, in which case, the meeting shall be held on Tuesday. Said meetings shall not exceed two (2) in number each month and shall, insofar as possible be adjourned by the administration no later than 4:30 p.m. In cases of emergency, the administration may schedule additional meetings.

- b. All teachers will be required to attend the Back-to-School Night and Open House programs. Except as noted, teachers may volunteer for their choices of the following two events, but, if a sufficient number of volunteers does not permit proper supervision, the principal may appoint teachers to these specific events:

1. Music programs (music teachers must attend)

- (a) Two grade 3-8 music programs
- (b) Two grade PEAK-2 music programs

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2. Eighth grade functions (eighth grade teachers must attend)
 - (a) Graduation exercises
 - (b) Graduation class trip
 - (c) Graduation class pool party
- c. In addition to the above, all kindergarten teachers must attend the kindergarten orientation program.
8. Conferences. Parent-teacher conferences will be held after lunch with school dismissal at 1:00 p.m. on three days. One of the days, teachers may leave at 1:00 p.m.

Teachers shall make themselves available for evening conferences for two (2) consecutive hours between (6:00 to 9:00 p.m.).
9. Workshops. The Association agrees to a minimum of three yearly workshops to be attended by all faculty members, if scheduled by the Chief School Administrator, with released time at 1:00 p.m. or as scheduled. On workshop days, teachers shall be guaranteed a minimum of thirty (30) minutes duty-free lunch period.

B. Secretaries

1. During the normal school year, the work day for all secretaries assigned to Deerfield and Beechwood Schools shall begin at 8:00 a.m. and shall end at 4:00 p.m. This total work day shall include a duty-free lunch period of one (1) hour. Provided their responsibilities have been accomplished, at the discretion of the building administrator, on Fridays and on days preceding a holiday or vacation secretaries may leave twenty (20) minutes before the end of the working day.
2. The summer work day for all secretaries shall begin at 8:00 a.m. and shall end at 3:00 p.m. This total work day shall include a one-half (½) hour lunch period (non-working).
3. The ten (10) month secretaries shall work from September 1 to June 30 inclusive.
4. All secretaries shall receive fifteen (15) holidays as enumerated on the secretarial calendar.

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5. Secretaries shall be permitted to adjust their work schedules within their unit to permit one full week off when schools are not in session (Winter/Spring break), so long as there is sufficient coverage.
6. Exceptions to provisions of sections 1, 2, and 3 above may be made when requested by the secretary and approved by her superior and the total work time per day is not changed. However, it is understood and agreed that the secretary's superior may at any time change the work schedule to the above stated time after such exceptions have been made.
7. In the event that schools are closed due to inclement weather and subject to the Chief School Administrator's discretion, the secretaries and assistants may be excused from reporting to work on that day.
8. Vacation Schedule: Twelve-month secretarial employees of the Board shall be entitled to vacations with full pay for the period in accordance with the following schedule of years of employment and respective vacation periods set forth as follows:
 - a. A total of one year full time employment and less than five years - two weeks.
 - b. A total of five years full time employment and less than eleven years - three weeks.
 - c. A total of sixteen or more years full time employment - four weeks.
 - d. Requests for vacations shall be submitted to the Chief School Administrator. Vacations will be scheduled so as not to interfere with the proper operation and maintenance of the school system.
 - e. Vacation pay shall be given to the employee the day preceding his/her vacation.
9. In the event a secretary is required to work beyond 37.5 hours in a work week, she shall be paid at her regular hourly rate or, at the employer's option, shall receive 1 hour of compensation time for each hour worked. If a secretary is required to work beyond 40 hours per week, she shall be paid at the rate of 1½ times her hourly rate for each hour worked or, at the employer's option, shall receive 1½ hours of compensation time for each hour worked.

ARTICLE XI
WORK HOURS AND WORK LOAD

C. Custodians

1. All custodians shall work an eight hour day plus $\frac{1}{2}$ hour lunch period. The Board reserves the right to assign with prior notice to work an uninterrupted eight (8) hour period, inclusive of lunch at any time between 6:00 a.m. and 12 o'clock midnight of each day.

In the event of a 1:00 p.m. closing, all evening custodians shall report at 12:30 p.m. and work until 8:30 p.m. During times when school is not in session, all custodians must report to their respective position at 7:00 a.m., without exception.

2. All custodians shall be entitled to a half hour lunch period to be taken in the building at a designated area.
3. Vacation schedule. Custodial employees of the Board shall be entitled to vacations with full pay for the period in accordance with the following schedule of years of employment and respective vacation periods set forth as follows:
 - a. A total of one year full time employment and less than five years - two weeks.
 - b. A total of five years full time employment and less than eleven years - three weeks. All new employees hired after April 1, 1986 will be entitled to the following schedule: a total of five years full time employment and less than sixteen years - three weeks.
 - c. For any full time total employment of a period of eleven years or more - four weeks. All new employees hired after April 1, 1986 will be entitled to the following schedule: for any full time total employment of a period of sixteen years or more - four weeks.
 - d. Vacations will be scheduled by the Maintenance/Custodian Supervisor after requests have been submitted by the employees by May 1st. Vacations will be scheduled so as not to interfere with the proper operation and maintenance of the school system.
 - e. Vacation pay shall be given to the employee on the day preceding his/her vacation.
 - f. All employees in the unit shall be entitled to twelve (12) paid holidays per year.

ARTICLE XI
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4. The regular work week shall be forty (40) hours. All hours worked over forty (40) in any week shall be authorized by the Board and/or the Chief School Administrator and paid at the rate of time and one half.

D. Assistants

The work year for assistants shall be the same as the teachers' work year.

ARTICLE XII

NON-TEACHING DUTIES

A. Teacher Assigned Detention

The teacher will monitor any detention that he/she assigns when he/she is in charge of his or her class.

B. Administrative Detention

Students committing infractions in the hall, lunchroom, bus stops, or other situations in which the teacher is not in charge of the class should be referred to the principal's office with an indication of the infraction.

Administrative detention will be assigned by the principal from a pool of teacher volunteers and compensated at the rate of \$18 per hour year one of the contract -- \$19 per hour year two. However, the administration reserves the right to incorporate detention supervision into a teacher's scheduled assignment.

ARTICLE XIII

SICK LEAVE

A. Sick leave is defined under New Jersey Statutes Annotated (R.S.) 18A:30-1 et seq. as follows:

"Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease or being quarantined for such a disease in his or her immediate household."

B. In case of personal illness an allowance of full pay will be made as follows:

1. For full-time ten (10) month employees, namely teachers, secretaries and assistants eleven (11) school days in any school year.
2. For full-time twelve (12) month employees, namely custodians, thirteen (13) school days in any school year.

Any of the foregoing eleven (11) or thirteen (13) days which are not utilized that year shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years.

3. Part-time employees shall receive a pro rata number of sick days in accordance with the above.

C. A physician's certificate stating the inability of the employee to report for work, and the period of such disability, may be required in case of absence because of personal illness for more than three (3) consecutive days.

ARTICLE XIV

DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

A. General Policy

1. Under no circumstances shall any employee be absent from school without the knowledge of the building principal or the Chief School Administrator's office.
2. Employees are required to report all absences by calling the substitute caller's voice mail, any time prior to but no later than 6:15 a.m. on the day of the absence, except in case of emergency. Custodians assigned to the second shift must call no later than 1:00 p.m. on the day of the absence.

B. Employees shall forfeit their pay for absence for any cause except personal illness, personal leave, illness in the family, death in the immediate family or of nearest relative, death of other relative or close friend, detention on account of quarantine, and forced attendance in court, or by reason of court subpoena except when the absentee is a party of the suit, in which case one (1) day with pay shall be allowed.

1. Personal Illness (covered in Article XIII SICK LEAVE)
2. Personal Leave
 - a. Three (3) days a year of leave may be used for personal matters, noncumulative. One of these days may be used as emergency leave. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control.
 - b. Personal matters mean activities that require the employee's presence during the school day and are of such a nature that they cannot be attended to at a time when school is not in session.
 - c. The Chief School Administrator must be notified, in writing on the form provided, five (5) working days prior to the requested absence. The five (5) day limit is waived in cases of emergency.
 - d. Personal leave days may be utilized for emergencies or urgent reasons for which taxpayers could reasonably be expected to pay a teacher's salary while he/she utilizes the leave.

ARTICLE XIV
DAYS OFF & TEMPORARY LEAVES OF ABSENCE

- e. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations. A personal leave day shall not be granted the first two weeks of the school year or during the months of December and June except in documented cases.
- f. In the event an employee does not utilize the three (3) days allotted for personal leave (in B.2.a. above), any unused leave days shall be added to the employee's accumulated sick leave days.

3. Illness in the Family

An employee is entitled to an annual leave due to illness in the immediate family for a period of three (3) school days (noncumulative) at full pay. The employee must state who is ill.

4. Death in the Immediate Family or Nearest Relative

A maximum of five (5) school days without loss of pay will be allowed for absence due to a death in the employee's immediate family. For the purpose of this provision, the immediate family is defined as: spouse, children, father and mother, brothers and sisters, mother-in-law and father-in-law, grandparents, grandchildren, and such person or persons residing within the employee's immediate household.

5. Death of Other Relative or Close Friend

In case of the death of a nephew, niece, uncle, aunt, brother-in-law, sister-in-law, or close friend, the employee shall suffer no loss in pay for absence on the day of the funeral. Any additional work day(s) may be granted at the discretion of the Chief School Administrator.

6. Quarantine

No deduction in salary will be made in case of unavoidable quarantine because of contagious disease, when such quarantine is not due to personal illness, provided a certificate from health authorities is forwarded to the office of the Chief School Administrator.

ARTICLE XIV
DAYS OFF & TEMPORARY LEAVES OF ABSENCE

7. Jury Duty and Legal Proceedings

New Jersey Statutes Annotated 69-2 provides that school teachers under contract as full time teachers while the school is in session shall not be exempt from service on any panel of Grand or Petit jurors. Upon request of a teacher under circumstances which would benefit the Mountainside School District, the Chief School Administrator, at his/her sole discretion, and not subject to the grievance procedure, may request a waiver of such exemption for jury duty service on behalf of the requesting teacher. In the event such teacher thereafter performs a jury service on a scheduled workday, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs a jury duty. The money received for jury duty only must be forwarded to the administrative office upon receipt of same (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs a jury duty.

8. Professional Business Days

Upon approval of the Chief School Administrator, employees shall be permitted to attend professional meetings or seminars related to their area. The employees shall be reimbursed for expenses which receive the prior approval of the Chief School Administrator.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Child Care

The Board of Education shall grant child care leave without pay in accordance with the following procedure:

1. All initial applications for and applications for extensions or reductions of child care leave shall be made in writing to the Chief School Administrator.
2. Any employee intending to apply for child care leave shall advise the Chief School Administrator of the fact of her pregnancy and/or his/her prospective plans for taking child care leave. The employee shall request child care leave of the Chief School Administrator in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child care leave shall specify the date when the employee wishes the leave to commence and terminate.
4. Child care leave shall be granted for a period of up to the end of the academic school year in which the child care leave commenced and an additional school year shall be granted upon request of the employee under tenure. An employee on child care leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the employee wishes to return to the district or sixty (60) days prior to said intended return date, whichever is sooner.
5. An employee returning on the first day of the school year in September from child care shall be placed in her/his previously held position if available and administratively feasible.
6. Any employee who has applied for and received child care leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
7. No employee on child care leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his competence.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

8. Time spent on child care leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.
9. Any 10 month employee who accepts child care leave after January 31 in any given year is given credit on the salary guide for a full year upon returning to the district. Any 12 month employee who accepts child care leave after January 1 in any given year is given credit on the salary guide for a full year upon returning to the district.

B. Adoption

Any employee adopting a child of preschool age shall receive a leave similar to child care leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements of adoption.

ARTICLE XVI

SABBATICAL LEAVE

- A. Subject to applicable statutory provisions of the State of New Jersey, the Board may grant a sabbatical leave of absence for study to a member of the teaching staff who is also a member of the negotiations unit as set forth in Article I herein. Sabbatical leaves of absence are granted for the aforementioned professional improvement which, in the opinion of the Board, shall render a benefit to the Mountainside School District, subject to the following conditions:
1. Approval by the Board, of the sabbatical leave request shall, in addition to all of the other conditions set forth herein, be contingent upon:
 - a. Securing a certified employee qualified to assume the applicant's duties while on leave.
 - b. A report filed by the Chief School Administrator with the Board indicating to what extent leaves of absence may be granted without detriment to the Mountainside School District.
 2. The Chief School Administrator must approve all plans for study.
 3. Written requests for sabbatical leaves of absence must be received in the Chief School Administrator's office not later than November 15 of the year preceding the year for which the leave is sought. An outline of course of action and benefits to be derived must be submitted to the Chief School Administrator no later than December 1st.
 4. The teacher must have served the Mountainside School District continuously and satisfactorily for a minimum of seven (7) years on a full-time basis.
 5. The sabbatical leave shall encompass a period of one (1) year.
 6. Study for the sabbatical year as used herein is defined as a minimum of sixteen (16) points of credit or its equivalent as approved by the Chief School Administrator in an approved college or university.
 7. Provided there are sufficient qualified applicants, no more than two (2) members of the teaching staff as set forth in Article I herein shall be absent on sabbatical leave at any one time.
 8. All sabbatical leaves shall commence on September 1st.

ARTICLE XVI
SABBATICAL LEAVE

9. The sabbatical leave positions available shall be distributed as evenly as possible throughout the school system.
 10. The teacher shall furnish reports of the study to the Chief School Administrator as follows:
 - a. An outline of course of action and benefits to be derived.
 - b. An interim report at the midpoint of the sabbatical leave.
 - c. A final report within ten (10) school days after returning to regular duties. Such report shall include the details of the professional objectives obtained.
- B.** As a condition to being granted leave, the teacher shall enter into a contract with the Mountainside School District wherein he/she agrees to continue in the service of the Board for the period of not less than two (2) years after the expiration of the sabbatical leave.
1. If a teacher fails to continue in service after such sabbatical leave, such teacher shall repay to the Board the sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.
- C.** Teachers on sabbatical leaves of absence will be paid 65 percent of the salary which the teacher would have received had the sabbatical leave not been granted and he or she had been teaching in the Mountainside School District.
- D.** Upon return from sabbatical leave, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, and the period of the sabbatical leave shall be counted for experience rating purposes, on the salary schedule, as equivalent to the same period of teaching service in the school system. All of the aforesaid shall be conditioned upon all requirements of the sabbatical leave policy being fulfilled satisfactorily in the judgment of the Chief School Administrator.
- E.** During the sabbatical leave the sick leave policy will not apply, but the Board will continue to make all of the insurance payments which are made for a teacher not on sabbatical leave.

ARTICLE XVII

INSURANCE PROTECTION

- A.** The Board agrees to provide individual and family coverage at Board expense to employees who work 25 or more hours per week in year one, as follows:
1. Blue Cross with Rider J
 2. Blue Shield
 3. Major Medical
 4. Dental Plan
- B.** The Board may at its discretion change insurance carriers as long as benefits are equal to or better than those presently provided in all aspects are provided. The Board agrees to notify and discuss the matter with the Association prior to any change of insurance carriers.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

1. When recommended by the Chief School Administrator and approved by the Board, payment will be provided by the Board for the full cost of workshops, seminars, conferences, and in-service training sessions.
2. When recommended by the Chief School Administrator and approved by the Board, payment will be provided by the Board for the cost of tuition for graduate courses only for all teachers. Tenured teachers and non-tenured teachers who are rified will be paid in the current year. Non-tenured teachers who do not return to teach the following year will not be paid. Non-tenured teachers who sign a contract and return to teach shall be paid in the following year. Only graduate courses determined by the Chief School Administrator to be in the teacher's area of certification or directly related to the teacher's assignment shall be considered for reimbursement.
3. Payment by the Board for the cost of tuition, based on the rate of the State University, shall be dependent upon the employee completing and passing the course of instruction or where grades are given, the employee receiving a grade of "B" or better. The annual cost for tuition for each year of this Agreement incurred by the Board shall not exceed \$37,500 per year.
4. The tuition payments by the Board shall not exceed fifteen (15) credits in any one calendar year for each year of this Agreement.
5. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the teacher during a sabbatical leave.
6. Professional Development

Professional development includes District and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff members.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

a. Role of the Committee

The Local Professional Development Committee (LPDC) shall assess District in-service needs and current professional development opportunities. District in-service programs under the direction of the LPDC shall be eligible for continuing education credit.

The LPDC shall establish its own rules and procedures in line with the Professional Teaching Standards Board (PTSB) Norms and Code of Ethics.

The LPDC will develop the appropriate forms needed to conduct its business and meet its responsibilities as set forth by the Regulations/Standards established by the PTSB. Said forms will include, but not be limited to, pre-approval, payment/request/ reimbursement, and program evaluation forms.

b. Training Expenses

The District agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions required by the administration. Expenses shall include, but are not limited to, registration fees, transportation, materials, and lodging which receive the prior approval of the Chief School Administrator or Designee.

All programs conducted by the District outside the teacher workday, work year, or during the summer, shall be voluntary.

Teachers may attend Professional Development activities other than those included in the District in-service program in order to meet the 100 hour requirement with the prior approval of the Chief School Administrator or Designee.

Any teacher who receives the prior approval of the Chief School Administrator or Designee to provide in-District training experiences for colleagues and/or community members shall be compensated two (2) hours for each hour of presentation time. Compensation shall be at the rate of \$50 per hour.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

c. Professional Improvement Plans

The development of the teacher's Professional Improvement Plan (PIP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set forth by the PTSB.

The PIP shall be recorded on the form provided for this purpose by the PTSB. A copy of this form shall be kept in the teacher's personnel file.

The teacher shall have the right to modify the PIP throughout the school year to meet the teacher's needs. Modification of the PIP shall require the prior approval of the Chief School Administrator or Designee.

d. Record Keeping

The District shall maintain records of the accumulated hours of each teacher in the same manner utilized to record graduate credits and tuition reimbursement.

B. Secretaries

Secretaries will be required to upgrade their skills, which should include the development of computer skills and to attend in-service meetings. Cost for same will be borne by the Board.

C. Custodians

All custodians will be required to obtain a Black Seal Boiler License within one (1) year of employment. Present employees must obtain a seal by December 1, 1995. This requirement may be waived by the Chief School Administrator in special circumstances.

D. Mentoring

Mentors shall receive the following amounts pro rata for the school year. Payment shall be pensionable if permitted by the New Jersey Division of Pensions:

\$750 for each mentor to alternate route teacher

\$650 for each mentor to a traditional route teacher

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The posting shall include the qualifications for the position.
2. Only tenured teachers shall serve as a mentor.
3. Whenever possible:
 - a. no teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher simultaneously; and
 - b. mentors and novice teachers shall be provided with two (2) common planning periods per week.
4. Training shall be provided for all teachers who serve as mentors before the start of their assignments. The District shall pay all costs connected with said training, including travel to any out-of-district training site, meals, lodging, and miscellaneous fees with the prior approval of the Chief School Administrator or Designee.

ARTICLE XIX

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct, from the salaries of its employees, dues for the Mountainside Education Association, the Union County Conference of Teachers Associations, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-159e and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the form listed on the next page.

- B. Representation Fee: Employees who are not members of the Association must pay a representation fee in accordance with New Jersey statute.

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

To: Disbursing Officer - Mountainside Board of Education

- A.** I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

I designate the Mountainside Education Association to receive dues and distribute according to the organizations indicated:

Mountainside Education Association
Union County Education Association
New Jersey Education Association
National Education Association

- B.** If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.
- C.** The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Chief School Administrator. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.
- D.** Upon written request of the individual employee, the Board will deduct deposits to the Union County Teachers Federal Credit Union Program.

ARTICLE XX

INSTRUCTIONAL COUNCIL

A. Organization.

1. Purpose. An Instructional Council shall be established and shall meet no later than November 30th of each school year. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Chief School Administrator and the Association to best meet the needs of the student, the school, and the community.
2. Membership. The Council shall consist of three (3) representatives appointed by the Chief School Administrator and three (3) teacher representatives appointed by the Association.
3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, and grade levels, association committees, administrators, board members, students, or other interested parties.
4. The Council shall establish its own rules of procedure and shall provide a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.
5. The Council shall meet no less than three (3) times a year.
6. The Chief School Administrator shall furnish to the Council, in response to reasonable requests made by council from time to time, available public information and data concerning the Mountainside School District which the Council may require in connection with its deliberations. Nothing herein contained will impose any obligation on the part of the Chief School Administrator to disclose any information which may be classified as privileged and/or confidential. The Chief School Administrator, in his/her sole discretion, shall determine the propriety of complying with any of the requests for information by the Council. Any requests for information which are denied by the Chief School Administrator may, at the request of Council, be reviewed by the Board. The final determination of the Board shall not be subject to the grievance procedure.

B. Reports. The Council shall submit for consideration written reports to the Board through the office of the Chief School Administrator.

C. Budget. On September 1st of each school year the Board shall provide \$200 for Council operation.

ARTICLE XXI

MISCELLANEOUS

- A.** The Board and the Association agree there shall be no discrimination in violation of the New Jersey Law Against Discrimination in the practices, policies, or procedures of either party.
- B.** Copies of this Agreement shall be prepared by both parties and duplicated by the Board in loose-leaf binder form with expenses equally shared by the parties. The Agreement shall be reproduced within thirty (30) days after it has been signed and copies shall be made available to all individuals, now employed or hereafter employed, in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. New pages shall be reproduced and distributed to all current employees within 30 days after the agreement has been signed and ratified by both parties. Each staff member shall be responsible for maintaining his/her copy of the agreement and must return same to the board office upon leaving the District. The Board will present copies to all new employees.
- C.** Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party will do so by telegram or certified or registered mail at the following addresses:
 - 1. If by the Association to the Board: Beechwood School, Woodacres Drive, Mountainside, New Jersey 07092.
 - 2. If by the Board to the Association: At the address to be kept on file with the Secretary of the Board.
- D.** The Association shall notify the Board, within ten (10) calendar days after any election, of the names of all of its officers.
- E.** The Association shall notify the Board, within ten (10) calendar days after the formation of new committees.
- F.** Mileage reimbursement will be according to current Internal Revenue Code rate.
- G.**
 - 1. Openings for all known positions in summer curriculum work shall be publicized by the Chief School Administrator or designee by May 1st. The notice shall include qualifications, duties, and compensation for the position.
 - 2. Teachers shall be paid \$35 per hour for curriculum writing done outside the regular work day.

ARTICLE XXI
MISCELLANEOUS

- H.** 1. Openings for all known positions in summer school shall be publicized by the Chief School Administrator or designee by May 1st. The notice shall include qualifications, duties, and compensation for the position.
2. Employment in the summer school shall be at the rate of \$35 per hour.
3. Selection

In selecting teachers to fill openings in the Mountainside Summer School, consideration will be given to a teacher's area of competence, major and minor fields of study, experience in the Mountainside Summer School and, of primary consideration, the needs of the program.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected, thereby, and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

SALARY GUIDES

Schedule A for Teachers	-	2004-05; 2005-06, 2006-07
Schedule B for Coaches	-	2004-05; 2005-06, 2006-07
Schedule C for Secretaries	-	2004-05; 2005-06, 2006-07
Schedule D for Assistants	-	2004-05; 2005-06, 2006-07
Schedule E for Custodians	-	2004-05; 2005-06, 2006-07
Schedule F	-	two (2) page Attachment outlining Salary Guide Compression.

SCHEDULE A

TEACHERS

YEAR 1
2004-05

Salary Guide			
Step	BA	MA	MA+30
1	43,450	46,339	47,941
2 {Merge	43,750	46,639	48,241}
3 {Steps 2&3	43,750	46,639	48,241}
4	44,063	46,952	48,554
5	44,376	47,265	48,867
6	45,419	48,308	49,910
7	46,462	49,351	50,953
8	47,546	50,435	52,038
9	48,735	51,624	53,227
10	49,820	52,709	54,311
11	50,905	53,794	55,396
12	51,990	54,879	56,481
13	53,074	55,963	57,565
14	54,159	57,048	58,650
15 {Merge	56,360	59,249	60,851}
16 {Steps 15&16	56,360	59,249	60,851}
17	58,175	61,064	62,666
18	59,989	62,878	64,481
19	62,117	65,006	66,608
20	64,287	67,176	68,778
21	66,456	69,345	70,947
22	68,625	71,514	73,117
23	70,899	73,788	75,390
24	73,069	75,958	77,560
25	76,646	79,482	81,094

Longevity: Credit for prior teaching experience applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring.

20 years of service, 15 of which is in Mountainside - \$900.

24 years of service, 18 of which is in Mountainside - \$900.

28 years of service, 20 of which is in Mountainside - \$900.

SCHEDULE A

TEACHERS

**Year 2
2005-06**

Step	BA	MA	MA+30
1	\$44,819	\$47,755	\$49,424
2	\$45,119	\$48,055	\$49,724
3{Merge	\$45,432	\$48,368	\$50,037
4{Steps 3&4	\$45,432	\$48,368	\$50,037
5	\$45,803	\$48,739	\$50,407
6	\$46,459	\$49,395	\$51,063
7	\$47,493	\$50,429	\$52,098
8	\$48,605	\$51,541	\$53,210
9	\$49,824	\$52,760	\$54,429
10	\$50,936	\$53,872	\$55,541
11	\$52,048	\$54,985	\$56,653
12	\$53,161	\$56,097	\$57,765
13	\$54,273	\$57,209	\$58,877
14	\$55,385	\$58,321	\$59,989
15	\$56,496	\$59,433	\$61,101
16{Merge	\$59,501	\$62,437	\$64,106
17{Steps	\$59,501	\$62,437	\$64,106
16&17	\$61,362	\$64,298	\$65,966
18	\$63,543	\$66,480	\$68,148
19	\$65,768	\$68,704	\$70,372
20	\$67,991	\$70,297	\$72,596
21	\$70,216	\$73,152	\$74,820
22	\$72,547	\$75,483	\$77,151
23	\$74,756	\$77,707	\$79,375
24	\$78,761	\$81,502	\$83,297
25			

Longevity: Credit for prior teaching experience applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring.

20 years of service, 15 of which is in Mountainside - \$900.

24 years of service, 18 of which is in Mountainside - \$900.

28 years of service, 20 of which is in Mountainside - \$900.

SCHEDULE A

TEACHERS

**Year 3
2006-07**

Step	BA	MA	MA+30
1	\$46,446	\$49,508	\$51,249
2	\$46,746	\$49,808	\$51,549
3	\$47,059	\$50,121	\$51,862
4{Merge	\$47,436	\$50,448	\$52,189
5{Steps 4&5	\$47,436	\$50,448	\$52,189
6	\$47,668	\$50,731	\$52,569
7	\$48,457	\$51,519	\$53,258
8	\$49,536	\$52,598	\$54,338
9	\$50,695	\$53,757	\$55,498
10	\$51,967	\$55,029	\$56,770
11	\$53,127	\$56,189	\$57,929
12	\$54,286	\$57,350	\$59,088
13	\$55,447	\$58,509	\$60,248
14{Merge	\$57,766	\$60,826	\$62,716
15{Steps 14 &	\$57,766	\$60,826	\$62,716
15	\$58,926	\$61,988	\$63,729
16	\$62,060	\$65,122	\$66,863
17{Merge	\$62,060	\$65,122	\$66,863
18{Steps	\$64,001	\$67,063	\$68,803
17&18	\$66,275	\$69,339	\$71,078
19	\$68,596	\$71,658	\$73,398
20	\$70,915	\$73,977	\$75,718
21	\$73,235	\$76,298	\$78,037
22	\$75,667	\$78,729	\$80,468
23	\$81,104	\$83,865	\$85,730
24			
25			

Longevity: Credit for prior teaching experience applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring.

20 years of service, 15 of which is in Mountainside - \$900.

24 years of service, 18 of which is in Mountainside - \$900.

28 years of service, 20 of which is in Mountainside - \$900.

SCHEDULE B

STIPENDS FOR COACHES/COORDINATOR/DIRECTOR

	2004-2005		2005-2006		2006-2007	
	<u>1 - 2 yrs.</u>	<u>3 yrs. +</u>	<u>1 - 2 yrs.</u>	<u>3 yrs. +</u>	<u>1 - 2 yrs.</u>	<u>3 yrs. +</u>
Basketball Coach	\$2,324	\$2,655	\$2,424	\$2,769	\$2,528	\$2,888
Asst. Coach	1,659	1,992	1,730	2,078	1,804	2,167
Baseball Coach	2,324	2,655	2,424	2,769	2,528	2,888
Softball Coach	2,324	2,655	2,424	2,769	2,528	2,888
Track Coach	2,324	2,655	2,424	2,769	2,528	2,888
Asst. Coach	1,659	1,992	1,730	2,078	1,804	2,167
Soccer	2,324	2,655	2,424	2,769	2,528	2,888
Field Hockey	2,324	2,655	2,424	2,769	2,528	2,888
Volleyball	2,324	2,655	2,424	2,769	2,528	2,888
Tennis	1,659	1,992	1,730	2,078	1,804	2,167
Cheerleading (two people)	1,659	1,992	1,730	2,078	1,804	2,167
Play Director	2,877	3,209	3,001	3,347	3,130	3,491
Assistant Play Director	1,659	1,992	1,730	2,078	1,804	2,167
Set Design & Construction	1,800	1,992	1,877	2,078	1,958	2,167
Enrichment Coordinator	3,099	3,430	3,232	3,578	3,371	3,732
Asst. Coordinator	1,549	1,992	1,616	2,078	1,685	2,167
Yearbook Advisor (two people - total)	2,434	2,766	2,539	2,885	2,648	3,009
Grades 5 and 8 Overnight Trip Teacher Chaperones	193		201		210	
Computer Coordinator	\$11,618		12,118		12,639	
Student Council Advisor	2,434	2,766	2,539	2,885	2,648	3,009
Chorus	\$31.29/session		\$32.64/session		\$34.04/session	
Band	\$31.29/session		\$32.64/session		\$34.04/session	
Class Coverage	\$26.08/session		\$27.20/session		\$28.37/session	
Computer Facilitator	\$21,747 base with 4.3% increase on 7/1/04, 7/1/05, and 7/1/06.					

"Full time" coaching shall be as per job description with 72 hours minimum.

Verified coaching experience outside of Mountainside may also be considered in classification where experience is, in the opinion of the Chief School Administrator, applicable and beneficial to the program in Mountainside.

Intramural coaches or extra services will be paid \$26.08 per diem (session) for 2004-05; \$27.20 per diem (session) for 2005-06; and \$28.37 per diem (session) for 2006-07.

Separate checks will be issued for extra curricular activities.

Volleyball Stipend - when the same person is selected to coach boys and girls volleyball and the practices are held at the same time and the matches are scheduled on the same day, the stipend shall be 1 ½ times the stipend of a single coach.

SCHEDULE C

SECRETARIES

Increase by 4.3% each year of the agreement.

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Motherwell	39,896	41,612	43,401
Goerlich	15,499	16,165	16,860
Ciasulli	37,767	39,391	41,085
Wohlman	29,575	30,847	32,173
Barone		30,000	TBD
Juba		19.05/Hour	TBD

SCHEDULE D

ASSISTANTS

The following salary guide shall apply to assistants:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
0-2 years experience - step 1	\$15.65/hr	\$16.32/hr	\$17.02/hr
3-5 years experience - step 2	\$16.43/hr	\$17.14/hr	\$17.88/hr
6+ years experience - step 3	\$17.21/hr	\$17.95/hr	\$18.72/hr

SCHEDULE E

CUSTODIANS

Increase by 4.3% each year of the agreement.

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
McGowan	39,136	40,819	42,574
Vasquez	41,927	43,730	45,610
Velez	39,136	40,819	42,574
Babernitsh	40,916	44,510	TBD
Molina	40,916	44,510	TBD
Sieczkowski	40,916	44,510	TBD

LONGEVITY SCHEDULE FOR CUSTODIANS

After	5 Years	\$200
	10 Years	\$150
	15 Years	\$100

- A.** Any custodian classified as the "Coordinator of Night Work" shall be paid additional compensation in the amount of \$1,000 per year to be prorated over a twelve-month period.
- B.** The custodian's salary shall be on a twelve-month basis (July 1 to June 30 of each year) and his/her salary shall be in twenty-four equal semi-monthly payments.
- C.** All custodians who do not have a Black Seal Boiler License will receive a salary increase of \$500 per year when they obtain said license.
- D.** The Board shall reimburse each employee 100% of the cost of a pair of steel tipped safety shoes in each year of the agreement, upon presentation of receipts for purchase of same, but in no case shall the reimbursement exceed \$70 per employee per year. The Chief School Administrator and the Association President shall mutually agree upon three sets of work clothes per employee per year at Board expense.
- E.** Employees are expected to wear such uniforms while on duty.

SCHEDULE F

Salary Guide Compression.

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SCHEDULE F

Salary Guide Compression.

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ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 2004 and shall remain in full force and effect through June 30, 2007. If either party desires to change, modify or terminate the Agreement, it shall, give written notice thereof and furnish a copy of its proposals as provided in Article II, "Negotiations Procedures."

IN WITNESS WHEREOF, the parties subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Mountainside, New Jersey on this _____ day of _____, **200**__.

Mountainside Education Association

Mountainside Board of Education

By: _____
President

By: _____
President

Secretary

Secretary