

X 1981 - 1983

PROFESSIONAL AGREEMENT BETWEEN
THE MOUNT ARLINGTON TEACHERS' ASSOCIATION

AND

THE BOARD OF EDUCATION

OF

THE BOROUGH OF MOUNT ARLINGTON

*Board of Education
(L. ...)*

IN THE COUNTY OF MORRIS, A
MUNICIPAL CORPORATION OF
THE STATE OF NEW JERSEY

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RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for the collective negotiation concerning grievances and terms and conditions of employment for all professional positions listed below whether the persons holding such positions are under contract or on leave, including:
1. Teachers
 2. Learning Consultant
 3. Nurse
 4. Speech Pathologist/Teacher of the Hearing Impaired
 5. Librarian
 6. Reading Specialist
 7. Guidance Counselor
 8. Teacher of Perceptually Impaired
 9. Teacher of Industrial Arts
- B. 1. 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.
2. The initials MATA shall mean the Mount Arlington Teachers' Association.
- C. 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 terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

DURATION OF AGREEMENT

- A. This Agreement shall be in effect from July 1, 1981 to August 31, 1982 and from September 1, 1982 until August 31, 1983.
- B. 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.

NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations for a successor Agreement shall begin when directed by the Public Employment Relations Commission (PERC). In the absence of such direction, however, negotiations shall begin no later than October 1, 1982.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or terms and conditions or employment of a teacher or group of teachers or the interpretations, meaning or application of any of the provisions of this Agreement.

2. An "aggrieved person" is a person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment to state its views.

C. Procedure

1. If a teacher or teachers believe that this contract has been violated by the Board of Education, and/or Administration, secretarial staff, janitorial staff, or cafeteria staff, and believe that said alleged contract violation has been prejudicial to the terms and conditions of that teacher's/teachers' employment, that teacher/teachers may, no later than thirty (30) school days after the date of knowledge of the alleged violation, but in no case later than ninety (90) days from the date of the alleged violation, file a grievance in writing with the Administration for action under Level One as hereinafter described. Said written grievance shall state which section/sections of the contract have allegedly been violated, briefly set forth the alleged facts surrounding the alleged contract violation, and set forth the remedy being sought.
2. 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.
3. (a) 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 a party in interest, 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 it is practicable.

(b) The employee does not have the right to refuse to follow Administrative directive or Board Policy on the grounds that he has instituted a grievance. All teachers including the grievant or group of grievants are required to continue under the direction of the Administration, regardless of the pendency of any grievance, until such grievance is properly determined.

4. Level One

A teacher with a grievance shall first discuss it with his Principal either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two

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, he may file the grievance in writing with the Chairman of the Association's Grievance Committee, within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the Grievance Committee shall refer it to the Superintendent.

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within three (3) days after the grievance was delivered to the Superintendent, he may, within eight (8) school days after a decision by the Superintendent or twelve (12) school days after the grievance was delivered to the Superintendent (whichever is sooner), request in writing, the Chairman of the Grievance Committee submit his grievance to the Board.

The Chairman of the Grievance Committee shall then refer it to the Board.

7. 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 thirteen (13) school days after the grievance was delivered to the Board, he may, within eight (8) school days after decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairman of the Grievance Committee invoke the services of the New Jersey Public Employment Relations Commission for the purpose of arbitration. If the Grievance Committee determines that the grievance is meritorious, it may submit the grievance to the New Jersey Public Employment Relations Commission as aforesaid within fifteen (15) school days after receipt of said request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Grievance Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs of the issues 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 to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association. This decision is advisory in nature and not binding on either the Board or the Association.

(d) The costs for the services 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. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. An aggrieved person may be represented at all stages of the grievance procedure by himself, by counsel of his own selection, or at his option, by a representative selected or approved by 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.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any aggrieved person, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgement of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, provided said aggrieved person is a member of the Association.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this Article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

TEACHER RIGHTS

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, as defined by statute and/or the provisions of this Agreement.
- B. Whenever any teacher is required to appear before the Principal or his designee, Board, or any committee, member representative or agent thereof concerning any matter excluding Teacher Evaluations, which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay. If the person is found guilty of the charge, repayment shall be refunded to the employer within the same period as that of the suspension immediately subsequent to the findings.
- C. Teachers may make recommendations to the Board of Education concerning the grading system, but final authority will rest with the Board and the Administration.
- D. No teacher shall be prevented from wearing lapel pins or any other similar identification of membership in the Association or its affiliates.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, meetings called by the Board of Education or Administration, he shall suffer no loss of pay.
- B. The Association and its representatives, which may be Local, National, or State, shall have the right to use the school meeting rooms at all reasonable hours for meetings, providing it does not conflict with other previously scheduled usages, and further provided that said usages will directly relate to MATA business and will be attended by MATA representatives. The Principal of the building facilities in question shall be notified in advance of the time and place of all such meetings.
- C. The Association shall have the right to use school facilities and equipment, including typewriter, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use providing that such usage is limited to MATA business only. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof with the knowledge and permission of the Administrator.
- D. The Association shall have the exclusive use of a bulletin board in the faculty lounge.

TEACHING HOURS AND TEACHING LOADS

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B. Teachers may leave the building with the knowledge of the Administration during their scheduled duty-free lunch period or preparation period.
- C.
 - 1. An Association representative may speak to the teachers during any Administration-called meeting on request, providing that the Administration may speak at Association meetings on request.
 - 2. Notice of an agenda for any faculty meeting shall be given to the teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D.
 - 1. Teacher participation in extra-curricular activities not outlined in Schedule B, which extend beyond the regularly scheduled in-school day, shall be compensated at the minimum state hourly rate and/or released time. The method of compensation shall be determined by the Administration.
 - 2. Commensurate release time will be granted for extra-curricular assignments which take place during a teacher's preparation period.
 - 3. District teachers will be used as substitutes only when deemed absolutely necessary by the Administration.

- E. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the Administration to guarantee insurance coverage as a school-sponsored activity. For participation in overnight and weekend trips, teachers shall be compensated at the minimum state hourly rate.
- F. If a teacher's attendance is requested at any workshop and/or instructional meeting by the Board of Education and such attendance shall be requested during hours other than those that constitute the normal working day, such teacher or teachers shall be compensated at the minimum state hourly rate for the hours of certified attendance.
- G. Classroom teachers shall, in addition to their lunch period, have daily preparation time, if possible, subject to scheduling. Teachers will not be assigned any other duties during these preparation times except that they may be required to confer with the Administration.
- H. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' school day and teachers shall be permitted to leave thirty (30) minutes after the close of their respective school day.

NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach. Therefore, they agree as follows:

- A. Except under emergency conditions, to be determined by the Board of Education, or when accepted to be a normal function of the teaching day's activity, teachers shall not be required to perform the following tasks:
 - milk distribution
 - supervision of sidewalks, bus loading or unloading
 - collection of money from students beyond the first day assigned for such collection
 - delivery of books to the classroom
 - producing master copies of instructional materials required for daily use
 - physically keeping cumulative records other than the preparing of normal entries dictated by proximity of the teacher to the subject matter
 - custodial duties beyond habits of good housekeeping and general order
 - correcting standardized tests used at the direction of the Board or the Administration
- B. Teachers may be required to supervise children in the Cafeteria and outside the buildings (weather permitting) during student lunch hours provided that each teacher so assigned has requested such duty and compensation as per Schedule B, and further provided that:

1. The Administration may reject any teacher's bid for such assignment if, in the judgement of the Administration, such assignment would or could create scheduling problems for the Administration.
2. Any teacher so assigned will have a duty-free lunch period.
3. Where there is one or more aides on duty with a teacher, the teacher shall be in charge.
4. The Board shall maintain insurance to protect any teacher so assigned from personal liability resulting from injuries to any of the students under his charge.

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached and made a part hereof.
- B.
 1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments.
 2. Employees may individually elect to have any percentage of their monthly salary deducted and placed in an individual personal account starting September of each school year at Tri-County Federal Credit Union; it is to be continued until the completion of the school year or the death of the individual.
 3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final check and the pay schedule for the following year on the last working day in June.

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the coming year as soon as possible and, except in cases of emergency, no later than June 30th.
- B. The Administration shall assign all personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The administration shall give notice of assignments to new teachers as soon as practicable, and, except in cases of emergency, not later than June 30th.
- C. In the event that changes in such schedules, class and/or subject assignment, building assignments, or room assignments are proposed, the teacher affected shall be notified promptly in writing, and upon the request of the teacher, the changes shall be promptly reviewed between the Administration and the teacher affected and, at his option, a representative of the Association.

- D. Schedules of teachers who are assigned to more than one school shall be arranged so that, whenever possible, no such teacher shall be required to engage in an unreasonable amount of inter-school travel.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A.
 - 1. No later than May 1st of each school year, the Administration shall deliver to the Association and post in the school building a list of known vacancies which shall occur during the following school year.
 - 2. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building, may file a written statement of such desire with the Administration not later than May 7th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference.
 - 3. As soon as practicable, and no later than May 15th, the Administration shall post in the school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, as determined by the Administration. No such request shall be denied arbitrarily, capriciously, or without basis of fact.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Administration, at which time the teacher shall be notified of the reason therefore.
- B. Teachers being involuntarily transferred or reassigned from their present position shall have preference, if the Administration determines that other qualifications are equal, over those seeking voluntary transfer or reassignments in regard to choice among those positions which are vacant.

THE NEW JERSEY SUPREME COURT HAS RECENTLY RULED, IN WHAT IS CALLED THE RIDGEFIELD PARK CASE, THAT TEACHER TRANSFERS AND REASSIGNMENTS ARE NON-NEGOTIABLE AND ANY CONTRACTUAL PROVISIONS INVOLVING THIS AREA ARE INVALID. THE COURT INDICATED THAT THIS AREA IS A PURE MANAGEMENT RIGHT.

PROMOTIONS

All professional staff members shall be notified of any new and/or vacant positions, either staff or Administration, along with requirements for said positions. The Board of Education will consider applications from

members of the Mount Arlington teaching staff. Teachers who desire to apply for such vacancies shall submit their application in writing to the Principal within the time limit specified in the notice, and the Principal shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Principal's office for continual consideration for the current teaching year or until the office is notified in writing by an applicant that the application is withdrawn.

SUMMER SCHOOL - HOME TEACHING AND
FEDERAL PROGRAMS

- A. Teachers employed in the Mount Arlington School District shall have priority to such assignments before appointment of applicants from outside the district.
- B. Salary schedules for positions included in this Article are in Schedule B.
- C. Teachers shall have an opportunity, prior to summer school session, to suggest the ordering of appropriate material.

TEACHER EVALUATION

- A.
 - 1. Teachers' evaluations shall not be based upon information obtained through surveillance by audio-visual devices.
 - 2. Teachers shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction.
 - 3. A consultative discussion group constituted by the teaching staff along with the Administration shall be formed each year for the purpose of determining the procedural methods of teachers' evaluations for the forthcoming year.
- B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge when he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event a teacher refuses to sign said document, it shall be placed in his file, with a notation written immediately by the Administrator, that the aforementioned conference was, in fact, held and that the teacher refused to sign.
- C.
 - 1. A teacher has the right to review his personnel folder upon demand.
 - 2. All matter contained in any teacher's personnel folder shall be dated and initialed by the Administration and teacher prior to its inclusion.

3. All matter contained in any teacher's personnel folder shall be held confidential.
 4. Teachers' evaluations shall continue to be effected in compliance with the present school policy to evidence the justification of contract renewal by the Board.
- D. The administration will attempt, when possible, to permit the teachers to have their evaluation twenty-four (24) hours before the post-observation conference takes place. This only pertains to those teachers requesting such advance review.

FAIR DISMISSAL PROCEDURE

- A. On or before April 1st of each year, except under emergency conditions and then no later than April 30th, the Board shall give non-tenured teachers continuously employed since the preceding September either:
1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
 2. A written notice that such employment shall not be offered.
- B. Any non-tenured teacher who receives a notice of non-employment may within five (5) days thereafter, request in writing a conference to discuss reasons for such non-employment with the Administration. Said conference shall be given to the teacher within ten (10) school days after the receipt of such request.

TEACHER FACILITIES

Each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A serviceable desk and chair for the exclusive use of each full-time teacher.
4. A communication system so that teachers can communicate with the main building office from their classrooms.
5. Suitable closet space for each full-time teacher to store coats, overshoes, and personal articles.

6. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
7. Adequate chalkboard space in every classroom.
8. Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
9. Upon the request of the Association, with the approval of the Board, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The Association shall develop acceptable procedures for servicing said machine and shall assume full responsibility of the above mentioned.

SICK LEAVE

- A. All teachers actively employed shall be entitled to eleven (11) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Teachers being hired from other districts within the State of New Jersey are allowed the transfer of 50% accumulated sick days, up to a limit of twenty (20) days.
- C. Non-accumulative sick leave benefits in addition to Section A of this Article shall be allowed to teachers according to the following schedule:

Two (2) family sick days for illness in the family. Extension of the above article may be granted by the Board of Education.
- D. Teachers shall be given a written accounting of accumulative sick leave days no later than September 30th.
- E. A teacher, upon resignation or retirement after five (5) years of service, shall receive a lump sum payment equivalent to a substitute's pay for each unused sick day accumulated.

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Four (4) days leaves of absence for personal, legal business, household or family matters which require absence during school hours.* Applications to the Administration for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for such leave other than that he is taking it under this Section.

*During the 1981-1982 school year, only two (2) days leaves of absence per teacher shall be granted under this Section.

2. Any number of days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the approval of the Administration.
3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
4. In the case of death in the immediate family during the school session, teachers shall be allowed five (5) consecutive calendar days leave of absence without deduction of pay provided said days are taken within two weeks of notification of the death. This leave is exclusive of sick allowance. (Immediate family refers to husband, wife, father, mother, child, sister, brother or grandparents.) In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relative of second degree refers to uncle, aunt, niece, cousin or in-law.)
5. Other temporary leaves of absence with pay may be granted by the Board of Education for good reason.

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay up to one (1) year shall be granted to any teacher who joins the Peace Corp., VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and if a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the initial period of said service. A similar leave shall be granted to any teacher whose spouse is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones; said period not to exceed six (6) calendar months.
- D. Disability leave of absence due to pregnancy and child-rearing leaves:
 1. A teacher shall notify the Administration of her pregnancy as soon as it is medically confirmed. Any teacher requesting a leave of absence associated with pregnancy and who desires to use accumulated sick days at the commencement of this leave shall be paid full salary for the full disability period of four (4) work weeks prior to the due date of birth and four (4) work weeks subsequent to the birth. Said salary shall be determined by the number of accumulated sick days available for this period. Extension of this disability period must be medically confirmed by the physician's certificate to the Board.

2. Upon completion of the disability period, a teacher may return to her post of duty, or, if she qualifies and at her request, shall be granted an unpaid child-rearing leave to commence immediately after the disability period is concluded. In order to qualify for child-rearing leave, a teacher must have been actively employed (which shall include Board approved leaves of absence other than maternity and/or seniority recall list) for the six-month period immediately preceding the teacher's disability leave for pregnancy. Said child-rearing leave shall cover the academic year in which the birth takes place and shall, if so requested by the teacher, cover one (1) additional academic year. The teacher on such an extended leave shall notify the Board of intent to return to her post of duty sixty (60) days prior to the commencement of the school year. By mutual agreement between the teacher and the Board, time periods associated with this leave may be shortened or lengthened.
 3. Extended leaves of absence granted pursuant to this Article shall not be applied to consecutive pregnancies or child-rearing.
 4. Non-tenured teachers shall have all the benefits and terms under this procedure except that a teacher who would not have been renewed based on performance shall not receive a leave beyond the contract year in which the leave takes place.
 5. No teacher on an extended child-rearing leave of absence shall, on the basis of such leave, be denied the opportunity to substitute in the Mount Arlington School District in the area of the teacher's competence or certification.
 6. A teacher adopting an infant child shall receive similar child-rearing leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.
- E. Other extended leaves of absence without pay may be granted by the Board for good reason.
- F. Upon return from leave granted pursuant to Sections A, B, C, D, or E of this Article, a teacher shall be placed on the salary schedule one level above the level he was on when he left the District, unless the teacher returns during the same contract year.
- G. All extensions or renewals of leaves shall be applied for and granted in writing.

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay tuition at the state college rate per graduate credit for all teachers not to exceed twelve (12) credits per employee per school year on the teacher's subject matter for full-time employees. Payment will be made as follows:

1. Tenured teachers will be paid upon receipt of their grades.
 2. Non-tenured teachers will be paid upon execution of their contract for the following school year and upon receipt of their grades.
- B. Teachers on unpaid extended leaves of absence shall not be entitled to this benefit.

PROTECTION OF TEACHERS,
STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any emergency, the Administration shall take appropriate action. The Association shall have the right to meet with the Administration within two (2) school days to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.
- B. 1. If a teacher, without provocation, while on school property or at a place authorized for extra-curricular activities shall suffer an assault on his person which shall be directly related to, and occur during the performance of, his duties as a teacher in accordance with the terms of his contract and school policy, the Board will support the teacher up to and including legal measures to assist in his recovery of what measures of damage will make him whole according to law.
2. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment, up to the sum of twenty (\$20.00) dollars and will assist recovery of any greater sum.
- C. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal, Superintendent and the Board.
2. Such notification shall be immediately forwarded to the proper authorities.

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Administration and presented to each teacher at the start of each school year.
- B. When, in the judgement of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom

and refer him to the Administration. If the teacher so requests, a conference will be arranged within a reasonable period of time between the teacher, the Administration and, possibly, an appropriate specialist.

INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below and shall pay for individual coverage for each full-time teacher and 100% of the difference between the cost of the individual and family plan:
1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
 - a. Blue Cross
 - b. Blue Shield
 - c. Major Medical
 - d. Rider J
 2. The health insurance carrier(s) shall be Blue Cross and Blue Shield for the basic hospitalization and medical-surgical coverage, and Health Service Inc. or equal for the major medical coverage.
 3. For each teacher who remains in the employ of the Board for the full school year and who will continue to be an employee in the following school year, the Board shall make payment of insurance premiums to provide insurance coverage for the twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 4. The Board shall provide the continuance of health-care insurance after retirement at age 55 years old with 25 years of service in the Mount Arlington School District.
 5. The Administration shall provide to each teacher a description of the health-care insurance coverage provided under this Article no later than the beginning of the school year which shall include a clear description of conditions and limits of coverage as listed above.
- B. For the 1981-1982 school year, the Board agrees to pay the sum of \$3,000.00, which shall represent the total monetary allotment made to the teachers as a group, toward the dental insurance plan. For the 1982-1983 school year, the Board shall provide the total monetary allotment for the dental insurance plan. The Board reserves the right to substitute an equivalent dental insurance plan.
- C. Teachers on unpaid extended leaves of absence shall not be entitled to the benefits of this Article, except that they shall be entitled under the present insurance plan to group rates after three months, with the teacher paying the premium directly to the Board.

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

For the purchase of instructional materials at the NJEA Convention, the Board may allow twenty-five (\$25.00) dollars per teacher to be reimbursed upon submission of paid receipts by the teacher. Teachers on unpaid extended leaves of absence shall not be entitled to this benefit.

PERSONAL AND ACADEMIC FREEDOM

Teachers shall be entitled to full rights of citizenship and no religious activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher providing said activities do not violate any local, state or federal law.

Teachers shall have the right to present Board approved material and discuss and/or express opinions on all facets of the aforementioned material.

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Mount Arlington Teachers Association, the Morris County Education Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorized in writing. Any teacher may have such deducting discontinued at any time consistent with state law.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:15.9e) 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 Mount Arlington Teachers' 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.

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be supplied at the expense of the Board and shall be presented to all teachers.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to provisions of the Agreement, either party shall do so by registered letter at the following addresses:
 - 1. If by Association, to Board at Mount Arlington School.
 - 2. If by Board, to Association at Mount Arlington School.

C. An Informal committee may be established between the teachers, the Administration, and the Board to discuss matters of common concern. The dates, times, and locations of any such meetings will be mutually agreed upon.

TENURE COMPENSATION

Upon a teacher's attainment of tenure in the Mount Arlington Public School District, he shall be granted an additional step of the degree salary schedule. Said increment shall be a permanent addition to said teacher's annual salary. This clause will apply to all those now employed in the Mount Arlington Public School District. Any new personnel beginning September 1, 1974, and thereafter shall not be covered by the aforementioned.

SERVICE COMPENSATION

Upon a teacher's completion of fifteen (15) years of active service (which shall include paid leaves) in the Mount Arlington Public School District, he will be granted a yearly increment of \$300.00, this amount to be taken from the percentage increase of the negotiated contract.

MERIT INCREASES

Merit increases may be awarded at the recommendation of the Superintendent with the approval of the Board during a teacher's tenure of service in the Mount Arlington Public School District. Once added to the teacher's salary it is to remain intact for the duration of the individual's service.

.....

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Barbara Yarwood
Chairman of Negotiations, Association

Edward Gilsky
Chairman of Negotiations and
President, Board of Education

Judith Loughridge
President, Association

Martha J. Mendez
Negotiations' Secretary,
Board of Education

Audrey Behringer
Secretary, Association

Beverly Sturm
Secretary, Board of Education

(*NOTE: An officially signed copy of this Board/Teacher Agreement is on file in the Board of Education Office.)

MOUNT ARLINGTON PUBLIC SCHOOL DISTRICT

SALARY GUIDE

1981-1982

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$12,715	\$13,339	\$13,964	\$14,064	\$14,689	\$15,314
2	13,315	13,939	14,564	14,664	15,289	15,914
3	13,915	14,539	15,164	15,264	15,839	16,514
4	14,515	15,139	15,764	15,864	16,489	17,114
5	15,115	15,739	16,364	16,464	17,089	17,714
6	15,715	16,339	16,964	17,064	17,689	18,314
7	16,315	16,939	17,564	17,664	18,289	18,914
8	16,915	17,539	18,164	18,264	18,889	19,514
9	17,515	18,139	18,764	18,864	19,489	20,114
10	18,115	18,739	19,364	19,464	20,089	20,714
11	18,715	19,339	19,964	20,064	20,689	21,314
12	19,315	19,939	20,564	20,664	21,289	21,914
13	19,915	20,539	21,164	21,264	21,889	22,514
14	20,515	21,139	21,764	21,864	22,489	23,114
15	21,115	21,739	22,364	22,464	23,089	23,714
16	21,715	22,339	22,964	23,064	23,689	24,314

Longevity: \$300.00 after fifteen (15) years of service in the Mount Arlington Public School District.

* This guide does not reflect merit or longevity pay which will be paid to the affected staff members by the Board over and above the salaries shown on the guide.

MOUNT ARLINGTON PUBLIC SCHOOL DISTRICT

SALARY GUIDE

1982-1983

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$13,816	\$14,616	\$15,416	\$15,516	\$16,316	\$17,116
2	14,416	15,216	16,016	16,116	16,916	17,716
3	15,016	15,816	16,616	16,716	17,516	18,316
4	15,616	16,416	17,216	17,316	18,116	18,916
5	16,216	17,016	17,816	17,916	18,716	19,516
6	16,816	17,616	18,416	18,516	19,316	20,116
7	17,416	18,216	19,016	19,116	19,916	20,716
8	18,016	18,816	19,616	19,716	20,516	21,316
9	18,616	19,416	20,216	20,316	21,116	21,916
10	19,216	20,016	20,816	20,916	21,716	22,516
11	19,816	20,616	21,416	21,516	22,316	23,116
12	20,416	21,216	22,016	22,116	22,916	23,716
13	21,016	21,816	22,616	22,716	23,516	24,316
14	21,616	22,416	23,216	23,316	24,116	24,916
15	22,216	23,016	23,816	23,916	24,716	25,516
16	22,816	23,616	24,416	24,516	25,316	26,116

Longevity: \$300.00 after fifteen (15) years of service in the Mount Arlington Public School District.

* This guide does not reflect merit or longevity pay which will be paid to the affected staff members by the Board over and above the salaries shown on the guide.

SCHEDULE B

MOUNT ARLINGTON PUBLIC SCHOOL DISTRICT

Extra-curricular activity advisors shall be compensated according to the following schedule:

	<u>1981-1982</u>	<u>1982-1983</u>
1. Faculty Advisor for Basketball	\$ 589.00	\$ 648.00
2. Faculty Advisor for Bowling	395.00	435.00
3. Faculty Advisor for Softball	306.00	337.00
4. Faculty Advisor for Cheerleading	381.00	419.00
5. Detention Supervisor: Grades 3 - 4	256.00	282.00
6. Detention Supervisor: Grades 5 - 8	416.00	458.00
7. AV Coordinator	381.00	419.00
8. Head Teacher: Grades K - 2	484.00	532.00
9. Head Teacher: Grades 3 - 8	416.00	458.00
10. Lunch Period Supervisor: Per Period, Per Teacher	416.00	458.00
11. Eighth Grade Advisor	347.00	382.00
12. Summer School Teachers (Per Hour)	9.42	10.36