

AGREEMENT

between the

NUTLEY
BOARD OF
EDUCATION

and the

EDUCATION
ASSOCIATION
OF NUTLEY

X JULY 1, 1988 - JUNE 30, 1991

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PREAMBLE

This Agreement entered into by and between the Board of Education of the Township of Nutley, hereinafter called the "Board," and the Education Association of Nutley, hereinafter called the "Association."

WITNESSETH:

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

TEACHERS' SECTION

ARTICLE I
RECOGNITION

1. The Board of Education of the Township of Nutley, hereinafter referred to as the "Board," recognizes that teaching is a profession. The Board recognizes the Education Association of Nutley, hereinafter referred to as the "Association," as the representative of certified teachers, nurses, guidance counselors, librarians, child study team members, coaches, and summer school teachers, hereinafter referred to as teachers, for the purpose of negotiations on matters concerning terms and conditions of employment.

ARTICLE II
NEGOTIATION PROCEDURE

A. Professional Teaching Personnel

Teachers have the right to join, or not to join, any organization for their professional or economic improvement.

B. Representation

The Board, the Board and Superintendent, or their designated representatives, shall meet with representatives of the Association to negotiate and to reach agreement on items governing mutually agreed upon matters concerning terms and conditions of employment.

C. Meeting Procedures

1. Directing Requests

The Association's request for meetings normally will be made directly to the Board through the Board's designee. Requests from the Board will be made to the president of the Association through the Board's designee. A meeting date shall be set within ten (10) days of the request. Subsequent meeting dates, if necessary, shall be set at the end of each meeting.

2. Initial Meeting

The initial negotiating meeting, composed of members of the Association's Negotiating Committee, the Board's Committee and its designees may be called upon written request of any one of the parties.

3. Assistance

Each side shall be represented by a panel of its choice.

4. Study Committees

The parties may appoint joint ad hoc study committees to research, study, and to make recommendations on matters under consideration.

5. Exchange of Information

The Board, upon reasonable request, agrees to furnish the Association Negotiating Committee with all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive programs. Such requests shall be directed to the Board designee.

D. Agreement

When an Agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and the Association. Any tentative agreement reached by the respective negotiation committees is subject to approval by a majority vote of the full Board of Education at a public meeting and by ratification of the Association.

E. Impasse

In case an impasse is reached during negotiations, the matter may be submitted to the Public Employment Relations Commission (PERC), unilaterally or jointly, according to procedure prescribed by law.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by a teacher, a group of teachers and/or the Association, that there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement. A grievance shall not include or encompass the following:

- a. failure or refusal of the Board to renew a contract of a non-tenure teacher;
- b. matters where a method of review is prescribed by law, or by any rule, regulation, or by-laws of the State Board of Education or the Commissioner of Education; and
- c. matters where the Board is without authority to act.

2. The term "teacher" means any certificated person as defined in Article I, Section I, of this Agreement or the Association.

B. Procedure

1. An aggrieved teacher shall institute action under the provisions hereof within twenty (20) school days of the occurrence complained of, or within twenty (20) school days after he/she would reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period shall be deemed to constitute an abandonment of the grievance.

2. A teacher and/or the Association shall first discuss his/her grievance orally with his/her immediate supervisor.

3. In the presentation of a grievance, the teacher shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step of his/her appeal.

4. Whenever the teacher appears with a representative, the Board shall have the right to designate its representative to participate at any stage of the grievance procedure.

5. If the grievance referred to in Section 4 is not resolved to the teacher's satisfaction, the teacher shall submit a formal grievance in writing to his/her school principal, or the assistant superintendent, whoever is appropriate; a written decision shall be rendered within five (5) school days and a copy of the decision given to the teacher and the Association.

6. If the grievance is not resolved to the teacher's satisfaction within five (5) school days after the determination referred to in Section 5, the teacher shall submit his/her grievance in writing to the Superintendent, with a copy to the Association, specifying:

- a. The nature of the grievance
- b. The results of the grievance discussion
- c. The basis of his/her dissatisfaction with the determination

7. Within ten (10) school days from receipt of the written grievance, unless a different period is mutually agreed upon, the Superintendent shall hold a hearing at which all parties in interest, including the Association, shall have the right to be heard.

8. Within ten (10) days of said hearing, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the teacher and his/her representative, if there be one, of his/her determination and shall furnish a copy of said determination to the school principal, Assistant Superintendent, and the Association.

9. In the event of the failure of the Superintendent to act in accordance with Sections 7 and 8, or in the event the determination of the Superintendent is deemed unsatisfactory by the teacher, the teacher may appeal to the Board within ten (10) school days of the Superintendent's determination or failure to act.

10. Where an appeal is taken to the Board, the aggrieved teacher shall submit to the Board a copy of the complaint as set forth in Section 6 together with a written statement setting forth his/her dissatisfaction with the determination, if any, of the Superintendent, and furnish a copy to the Superintendent, the adverse party, and the Association.

11. If the aggrieved teacher, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal of the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties and the Association, who shall have the right to reply thereto. Where the teacher requests, in writing, a hearing before the Board, a hearing shall be held.

12. The Board shall make a determination within fifteen (15) school

days from the receipt of the grievance and shall, in writing, notify the teacher, his/her representative, if there be one, the principal, the Superintendent, and the Association of its determination. This time period may be extended by mutual agreement by the parties.

13. In the event a teacher is dissatisfied with the determination of the Board, the Association shall have the right to request arbitration by filing written request with the Board within fifteen (15) school days following its determination. In such event, the Board and the Association shall designate an arbitrator within five (5) school days thereafter. If the parties are unable to agree upon the designation of an arbitrator within five (5) school days, then the Association may request a list of arbitrators under the rules of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the Board and the teacher and shall be enforceable in any court of competent jurisdiction. The arbitrator shall consider and decide only the issue or issues presented to him/her and he/she shall add nothing to, nor subtract anything from the explicit terms of the Agreement. The cost of the arbitrator's services shall be shared by the Board and the Association, but both shall bear their own other costs.

14. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved teacher may appeal directly to the Board within ten (10) school days of the time when same has been brought to the teacher's attention, by filing with the Board, in writing, setting forth:

- a. The order, ruling or determination complained of;
- b. The basis of the complaint;
- c. A request for a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent and the Association who shall have the right to reply in writing thereto. A copy of such replies shall be served upon the aggrieved teacher. The procedure for processing said grievance shall be the same as that set forth in sections 10, 11, 12 and 13.

C. Miscellaneous

1. A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

2. 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 the aggrieved party.

3. Whenever notices to or filings with the Board are required under this Article, they shall be served on or filed with the Board by delivering them to the Secretary of the Board.

4. A minority organization shall not present or process grievances.

ARTICLE IV

TEACHER RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every teacher of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and other concerted activities for mutual aid and protection or to refrain from doing so. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher or to the Board such rights as he/she it may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers or the Board hereunder shall be deemed to be in addition to those provided elsewhere.

C. Any criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Association and its representatives shall be permitted to use school buildings without charge at all reasonable hours for meetings by making request in accordance with usual practices of the Board.

D. The Association shall be permitted to use school facilities, and equipment, including typewriters, 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. The Association shall pay for the actual costs of materials and supplies incident to such use.

E. The Association shall be permitted to purchase expendable office supplies and other materials from the Board through the Board's business office at the Board's cost.

F. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teacher dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

G. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other members of the administration. A copy of all communications to the general membership shall be furnished to the principals of the school before, or concurrently with, the placing of them in the inter-school mailing facilities.

H. All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such cost as may be mutually agreed upon during planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate, professional in-service training activity of the Board of Education.

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers covered by this Agreement, and to no other organizations.

J. The Association President shall have his/her preparation period scheduled the last period of the day and, if a high school or middle school teacher, shall be relieved from afternoon duty. Such preparation time shall be available as necessary for Association business.

ARTICLE VI

SCHOOL YEAR

A. The school year for teachers employed on a ten (10) month basis shall be from September 1 to June 30.

During the school year, teachers shall participate in and contribute to curriculum development and improvement, including service on textbook selection committees, and participate on other committees directed toward the betterment of the school operation; all proceeding through the proper channels.

It is incumbent upon teachers to complete their responsibilities during the school year. The Superintendent of Schools may require teachers to report for duty beyond the school calendar without additional compensation

when and if responsibilities have not been met. This provision would not apply in circumstances where, due to Board action or inaction, a teacher or teachers is/are prevented from completing their responsibilities during the school year.

B. The school calendar shall not exceed 185 days.

C. The school calendar shall be adopted by the Board. Prior to its adoption, the Board will consult with the Association on or about March 1st.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A.

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "check in-check out" roster.

2. a. All high school and middle school teachers are expected to remain in their rooms or in the building at some available place for at least fifteen (15) minutes after the close of the day's session, except when teachers are required to be available for a longer period of time to assist students with their classroom work problems after school hours or to carry out other school-related activities. All high school and middle school teachers are expected to be available for their professional responsibilities at least ten (10) minutes prior to the pupil arrival time in that building unless their assigned school activities conflict with this provision.

b. All elementary school teachers shall begin instruction immediately upon pupil arrival and are expected to remain five (5) minutes after the close of the day's session, except when teachers are required to be available for a longer period of time to assist students with their classroom work problems after school hours or to carry out other school-related activities.

3. A deduction of one-half (1/2) day's pay shall be made after eight (8) tardy marks, and for each tardiness thereafter.

Habitual tardiness beyond this point may be considered reason for termination of the contract.

B.

1. The daily teaching load in the secondary schools (grades 7-12) shall not exceed six (6) periods of pupil contact per day.

2. Every elementary teacher shall receive one (1) preparation period per day with the following exceptions:

- a. one (1) session day
- b. district-wide testing days
- c. special assemblies and/or events

C.

1. Any teacher employed in both the morning and afternoon sessions shall be entitled to duty-free lunch period; such duty-free lunch period shall

be not less than thirty-five (35) minutes except in emergencies.

2. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged.

D.

1. If a secondary or elementary teacher covers a class during his/her preparation period, the first such coverage during the course of any school year shall be performed without any additional compensation. Commencing with the second coverage during a preparation period, teachers shall be paid at the rate of seventeen dollars (\$17.00) per coverage in 1988-1989 and 1989-1990, and nineteen dollars (\$19.00) per coverage in 1990-1991.

2. At the elementary level teachers shall also be entitled to the seventeen dollars (\$17.00) per period (after the first) for assuming an additional class up to a maximum of eighty-five (\$85.00) per day in school years 1988-1989 and 1989-1990. In 1990-1991 the rate shall be nineteen dollars (\$19.00) per period (after the first) and up to a maximum of ninety-five dollars (\$95.00) per day. If a class is divided among two (2) or more elementary teachers, they shall proportionately share in the above-cited compensation.

3. It is understood that the responsible building administrator shall seek a volunteer prior to assigning a coverage which results in the loss of a preparation period.

4. The preceding three sections of paragraph D shall supercede any related sections of paragraphs B and C of this Article. It is specifically understood, however, that no teachers shall be regularly assigned to seven (7) instructional periods.

E.

1. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending professional meetings. Such meetings shall terminate no later than 4:30 P.M.

2. Principal's full faculty meetings, limited to one (1) per month not to exceed one (1) hour in length, shall also be attended by building based teachers without additional compensation.

3. Participants in the Superintendent's Advisory Committee shall be paid \$22.00 per hour for such participation in 1988-1989 and 1989-1990 and \$24.00 per hour for such participation in 1990-1991. Teachers who are responsible for supervision of central detention shall be compensated at the rate of \$12.00 per session in 1988-1989 and 1989-1990 and \$14.00 per session in 1990-1991. Supervision of Saturday detention shall be compensated at the hourly rate of \$17.50 in 1988-1989 and 1989-1990 and \$19.50 in 1990-1991.

F.

1. The Board and the Association agree that extracurricular activities are educationally worthwhile and shall be regarded as an integral part of the educational program.

2. Since the following high school extracurricular activities involve

considerable time and responsibility, the teacher sponsors of such activities shall have a reduced teaching load limited to the following maximum:

- Dramatic Productions - 4 teaching and 1 Duty Period
- Yearbook - 4 teaching and 1 Duty Period
- Literary Publication - 4 teaching and 1 Duty Period
- Senior Class Sponsor - 5 teaching only

3. The Franklin School Yearbook Advisors shall not be assigned homeroom.

G. Parent-Teacher Conferences

1. Each year a Parent-Teacher Conference Day for the Elementary Schools will be scheduled in the Fall. The Conferences will take place in the afternoon with a one (1) session day of classes.

2. Conferences will be scheduled between 1:15 P.M. and 5:30 P.M.

3. Teachers may leave following the conclusion of their last scheduled conference. Teaching staff members without conference shall work the regular work day.

4. Teachers shall not be required to perform child care.

5. A second annual conference may take place during the month of January between the hours of 6:00 P.M. and 9:00 P.M., in addition to the regular work day. Teachers shall be compensated at the hourly rate for participant committee work contained in Schedule F.

H.

Teachers shall continue to attend evening meetings pursuant to past practice, not to exceed four (4) in any school year. Compensation for required participation in additional evening meetings up to a total of five (5) shall be at the rate contained in Schedule D. Committee Participant. There shall be no requirement to work more than five (5) such evening meetings.

I.

Teachers who volunteer to provide elementary lunchtime supervision during their scheduled lunch period will be compensated at the rate of \$15.00 per hour effective 1988-1989 and 1989-1990 and \$17.00 per hour in 1990-1991.

J.

The load assignment for the high school testing coordinator shall not exceed three (3) student instructional contact periods. The remaining time shall be devoted to the tasks associated with the assignment of the testing coordinator.

ARTICLE VIII

CLASS SIZE

A. Although the number of students in a class is for the Board to decide, the parties reaffirm their mutual belief that class sizes should be kept to a reasonable number. Therefore, the Board will endeavor to keep class size within legal limits, where applicable, to the extent that funds, facilities and scheduling permit.

B. Any teacher whose class size (or average class size where applicable) exceeds the legal limits, shall have the right, upon request, to meet with the Superintendent to request special consideration for assistance as may be appropriate. The Superintendent, in his/her sole discretion, shall determine what, if any, assistance shall be provided. Upon request, any teacher meeting with the Superintendent shall be entitled to have an Association representative present.

C. Nothing with respect to class size shall be subject to grievance or arbitration.

ARTICLE IX

NON-TEACHING DUTIES

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

B. Teachers shall not drive students to activities which take place away from the school building without the approval of his/her principal or immediate supervisor.

ARTICLE X

TEACHER EMPLOYMENT

AND ADMINISTRATION OF SALARY GUIDE

A. The steps referred to in the salary guide shall not necessarily be considered as yearly steps, although normally such is the intent. All increases or annual increments shall be based upon meritorious service, and it is the prerogative of the Board of Education to determine the time for such increments. Each principal and supervisor shall evaluate teachers who come under his/her supervision. If a teacher is not to be recommended for an increment, he/she shall be notified to that effect by his/her principal or supervisor to discuss the matter at least ten (10) school days before the recommendation is submitted to the Superintendent.

B. New appointees to the staff shall receive no less than one-half (1/2) credit on the guide for public school experience. Experience other than in the public schools shall be evaluated by the Superintendent of Schools. If a teacher resigns and is reappointed within one (1) year, the salary may be determined in accordance with the leave of absence rule set forth in ARTICLE XIX. In times of emergency or teacher shortage, initial salaries shall be determined in terms of the best interest of the schools. No one shall be employed except by special action of the Board of Education at a salary above the 10th level in any of the categories of the salary guide.

C. Administration of the salary guide shall be a function of the Superintendent of Schools. Requests for consideration of advanced degree placement on the guide must be filed with the Superintendent on or before April 15th for September placement and on or before November 15th for February placement.

Final evidence of such change must be submitted to the Superintendent not later than the opening day of school in September and/or January 30th. At that time a contract change will be made, effective September 1st or February 1st. If such evidence is not submitted at the prescribed time, no contract change will be made for that school year. When a teacher who is at maximum on the salary guide is placed in another category by reason of an advanced degree, which new category has additional steps before maximum is reached, the teacher shall be placed at the salary amount corresponding to credited years of experience and appropriate training, except as limited by the dollar amount not granted by the withholding of an increment.

D.

1. "Bachelor's degree or the equivalent" shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey State Board of Examiners for certification purposes or proof of the satisfactory completion of 128 semester hours in any college or university, or colleges or universities, whose courses for the bachelor's degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

2. "Bachelor's degree plus 15" shall mean a bachelor's degree plus proof of the satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

3. "Bachelor's degree plus 30" shall mean a bachelor's degree plus proof of the satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

4. "Master's degree" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

5. "Master's degree plus 15" shall mean a master's degree plus proof of the satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

6. "Six (6) years of training" shall mean a master's degree plus proof of satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses for the master's degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

7. "Doctor's degree" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey State Board of Examiners for certification purposes.

8. In-service credits, with prior approval by the Superintendent of Schools, shall be regarded as graduate semester hours for salary purposes.

9. Credits earned for in-service workshops shall not exceed five (5) for each salary differential and must have prior approval by the Superintendent of Schools.

10. Teachers who complete a Master's Degree program which requires, in his/her opinion, an unusually high number of credits, may apply to the Superintendent for entitlement of those credits toward the next salary column. The decision of the Superintendent shall be final and not subject to the grievance procedure.

E. Supplemental contracts listed below may become part of the base salary during the year the staff members become 57 years of age:

Psychologist, Special Education Teachers, Speech Therapists and Remedial Reading Teachers.

F. Previously unused sick leave days accumulated in the Nutley Public Schools shall be restored to all returning teachers.

G. Teachers shall be notified of their contract and salary status for the ensuing year as near to April 30th as is practical.

H.

1. Teachers may individually elect to have ten (10%) percent or more of their monthly salary deducted from their pay for a payroll savings plan. These funds shall be paid to the teacher or his/her estate on the final pay day in June, or upon death or termination of employment, if earlier. The teacher may also elect to have the funds transferred to his/her savings account in the bank in which the funds are deposited, which funds are to earn interest at the then current interest rate for passbook savings accounts.

2. Teachers who wish to take advantage of this plan shall be required to complete a form requesting that such deductions be made and said form shall be filed in the office of the Secretary on or before the fifth day after the opening of school in September. The plan is continuing and only the original form has to be filed. Termination from the plan will be made after written request.

3. When the Board of Education is requested by a teacher to transfer funds to the teacher's bank, the Board shall be responsible only for said transfer and shall be saved harmless from action or inaction taken by the bank with respect to those funds.

I. The salaries of all teachers covered by this Agreement are set forth in Schedules A-1, A-2, A-3, B-1, B-2, B-3, C and D which are attached hereto and made a part hereof.

J. Teachers who begin their service in the Nutley Public Schools at times other than the start of the school year, or who take unpaid leaves of absence for any purpose shall receive credits for salary purposes as follows:

a. Absent less than sixty (60) pupil days of a school year-full step.

b. Absent from sixty (60) to one hundred thirty-four (134) days-one-half step.

c. Absent more than one hundred thirty-four days - no credit.

K. The stipend paid to psychologists employed prior to the 1984-1985 school year shall be set at one thousand nine hundred forty dollars (\$1,940.00). All other child study team members currently or subsequently employed including new psychologists shall be paid a stipend of one hundred and fifty dollars (\$150.00) per year for the term of this Agreement.

ARTICLE XI

TEACHER ASSIGNMENT

A.

1. Each teacher shall be given notice of his/her salary, class and/or subject assignments, and building assignments for the forthcoming year.

2. In the event of change in such schedules, class and/or subject assignments, or building assignments, the teacher affected shall be notified as soon as possible.

3. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area and/or grade level.

B. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except in cases of emergency.

C. Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XII

VOLUNTARY TRANSFER OR

REASSIGNMENT AND INVOLUNTARY TRANSFER

A. The Superintendent shall post in all school buildings a list of the known vacancies as they occur. A copy of said notice shall be marked to the Education Association of Nutley.

B. Teachers who desire a change in grade and/or subject or who desire to transfer to another building, may file a written statement of such desire

with the Superintendent.

C. All unsuccessful in-district candidates shall receive written notice that the position to which he/she has applied has been filled.

D. Notice of an involuntary transfer effective at the commencement of a school year shall be provided by June 10 of the previous school year whenever practicable. Later notice may be necessary where vacancies or shifting in pupil populations develop after that date. Such later notice shall be at least two (2) weeks in advance, except in cases of emergencies.

E. A teacher who is involuntarily transferred, shall upon request, be entitled to a meeting with the Superintendent to discuss the reason(s) for the transfer.

F. If a teacher who is involuntarily transferred is required by the Board (or Superintendent) to take a course(s) in connection with the new position, the Board shall pay for the tuition costs incurred.

G. Any teacher who is involuntarily transferred, and who meets with the Superintendent as per the above, may request that the Superintendent give special consideration to possible courses or other assistance as may be appropriate. The Superintendent, in his/her sole discretion, shall determine what, if any, assistance shall be provided.

H. Nothing with respect to transfer shall be subject to grievance or arbitration.

I. Upon request, any teacher meeting with the Superintendent shall be entitled to have an Association representative present.

ARTICLE XIII

PROMOTIONS

A. All promotional vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least ten (10) school days before the final date for receipt of applications.

2. The notice shall contain a statement of qualifications, general duties and range of compensation. These contents may be changed at the Board's discretion, with notice to the Association.

3. A copy of said notice shall be given to the Association at the time of posting.

4. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

B. All other non-classroom vacancies shall be publicized.

ARTICLE XIV
TEACHER EVALUATION

A. Non-Tenure Teacher

1. Frequency

Nontenure teachers shall be formally observed and evaluated by a certified supervisor at least four (4) times in each school year, but no less than twice a semester, to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving professional competence. Such observations shall consist of at least four (4) in-classroom visitations of at least twenty (20) minutes, each occurring on separate days.

B. General Criteria For All Teachers

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Evaluation by Certified Supervisors

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least three (3) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

C. Evaluation Procedure

1. Reports

Evaluation reports shall be presented to each teacher by the certified Supervisor in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who came into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written, and shall include, when pertinent:

(1) Reinforcements of the teacher as evidenced during the period since the previous report.

(2) Refinements of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein refinements have been indicated.

D. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at teacher's expense. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. A teacher shall have the right to request the removal of any material believed to be obsolete or inappropriate. The file shall not include any material deemed confidential as cited by the Buckley amendment.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

E. Termination of Employment

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XV

COMPLAINT PROCEDURE

If any complaint regarding a teacher is made to any member of the administration by any parent, student, or other person which is or may be used in any manner in evaluating a teacher, the principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meeting or conference regarding such complaint. The principal or immediate supervisor shall make a written record of the disposition and a copy shall be sent to the teacher and to the Superintendent of Schools.

All teachers shall have the right to rebut any such complaint and have such rebuttal placed in his/her file.

ARTICLE XVI

TEACHER FACILITIES

To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will aim to provide proper facilities for teachers such as the following:

Storage space for materials and supplies; teacher work areas, faculty room, private pay telephone with costs to be borne by teachers; desk, chair and filing cabinet if appropriate to the position, intercommunication system between classrooms and school office; staff rest room; dining facilities where teachers may eat lunch; parking facilities; storage for personal articles and clothes, textbooks/chalkboards; paper; pencils, chalk; and erasers.

ARTICLE XVII

SICK LEAVE

A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Whenever the Board employs a teacher who has an unused accumulation of sick leave days from another school district, the Board shall grant additional sick leave credit up to a maximum of thirty (30) days in addition to the annual and accumulated sick leave provided in Section A of the Article.

C. Certificates of Absence

a. A teacher who is absent shall file with the principal of the school the form provided for that purpose.

b. For any absence of five (5) consecutive school days or over, a doctor's certificate may be requested by the Administration before any pay is granted.

The Superintendent's discretion as to who is requested shall not be subject to the grievance procedure.

c. Certificates are to be handed to the principal of the school immediately upon returning to duty. Principals will send said certificates to the Superintendent's office with the time sheets weekly.

D. Any teacher who retires shall be entitled to pay for unused accumulated sick days. Such pay shall be at the rate of twenty-five (\$25.00) per day for school years 1988-89 and 1989-1990, and thirty (\$30.00) dollars per day for school year 1990-91 to a maximum of 110 days in 1988-89, 115 days in 1989-90 and 120 days in 1990-91 upon actual retirement (not vesting) after 15 years of service in Nutley. Notice of intentions to retire must be provided at least ninety (90) days prior to the date on which the individual intends to retire.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

A. In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law), wherever domiciled, or any relative domiciled in the teacher's residence, no

deduction in salary will be made for a period not to exceed five (5) days.

B. In case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law, not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

C. A total of five (5) days personal leave without deduction in salary during a school year may be granted by the Superintendent of Schools to a teacher. Listed as personal leave are the following:

a. Illness in immediate family
b. Death of a close friend or relative not covered in provision B (1 absence)

c. Business appointment

d. Household emergency

e. Marriage (1 absence)

f. Religious holidays

D. Any unused personal leaves shall be added to the sick leave of the teacher for the ensuing school year.

E. In the event of the death of a teacher or student in the Nutley School District, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

F. Other temporary leaves of absence with pay may be granted by the Superintendent or his/her designee for good reason. The Superintendent's decision not to grant such a day shall not be subject to the grievance procedure.

G. During the academic year, employees shall receive their normal compensation for time served on jury duty. A ten (10) month employee must submit a letter to the court requesting to serve whenever school is not in session. If denied by the court, the employee shall be duly compensated.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

A. 1. Requests from tenured teachers for leave of absence on account of extended illness, on account of child rearing, preparing for childbirth, adoption, for travel, for study, for teaching in an accredited college, university, private school or other public school shall be acted upon individually by the Board on the recommendation of the Superintendent.

2. Extended leaves for preparation for childbirth, child rearing or adoption shall run from the commencement date until the end of that school year. Leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full school year. No further extensions shall be granted.

3. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a

leave, however, shall not be subject to the grievance procedure.

B. 1. Any pregnant teacher may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.

2. A pregnant teacher may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.

3. Accumulated sick days may be utilized during the disability period.

4. The approved disability leave shall be extended for anticipated disability related to the childbirth upon provision of a physician's certificate.

5. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the teacher examined by its own physician at the Board's expense. If the two physicians disagree, they shall choose a third physician who shall examine the teacher and whose decision shall be final and binding upon the parties.

6. A nontenured teacher shall only be entitled to a leave up to the expiration of her contract. A nontenured teacher shall not be denied reemployment on the basis that she is pregnant or on leave.

7. A pregnant teacher may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all teachers under Title 18A. No pregnant teacher may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

C. Sabbatical leave of absence of one (1) year may be granted to professional teachers who have at least seven (7) years total teaching experience with at least five (5) years teaching experience in the Nutley Public Schools.

Such leaves of absence may be granted only for full-time study or travel which maintains or improves skills in the teaching profession, or for other reasons of value to the school system.

Compensation for approved sabbatical leave shall be fifty (50%) percent of the salary earned for the same period of time covering the sabbatical.

Recipients of sabbatical leaves of absence shall be required to serve in the Nutley Public Schools for at least two (2) years following such leave, or return all compensation received during the sabbatical leave.

No more than two (2%) percent of the professional staff may be granted a sabbatical leave in any one school year.

Requests for consideration for a sabbatical for the next school year must be presented in a letter of intent to the Superintendent of Schools. This letter must be sent on or before December 15th of the year prior to the sabbatical.

D. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. All benefits to which a teacher was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

E. Other leaves of absence may be granted by the Board for good reason. Leaves of absence for teaching or military service may be credited as service for salary placement.

F. All leaves of absence, except sabbatical leaves, shall be without pay.

ARTICLE XX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests, and needs.

B. Programs

The Board agrees to implement the following at the beginning of the school year:

1. Expenses for required training

To pay the full cost of tuition (except for increment related requirements), registration fees, and book fees incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

2. In-Service workshops, conferences, programs where funding permits

To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Superintendent's Advisory Council.

In-Service programs shall be conducted during the in-school teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary and compensated either through in-service credit or stipend.

3. Innovative Grants where funding permits

To appropriate funds to teachers interested in designing and implementing programs involving innovative educational ideas and techniques.

C. Tuition Reimbursement

Graduate course(s) must be taken at institutions approved by the State of New Jersey in current area of assignment or one which is leading to certification or advanced education degree. If the course does not fit any of the above categories or is an undergraduate course, payment will be solely at the discretion of the Superintendent, and not subject to the grievance procedure.

All courses must be submitted within two (2) weeks of commencement of the course and a minimum grade of "C" must be attained prior to reimbursement.

Each teacher is entitled to reimbursement of up to nine (9) credits from July 1 through June 30. A teacher shall be entitled to take no more than six (6) credits in either the fall or spring semesters. Reimbursement shall be at the per credit rate of \$80.00 in 1988-1989, \$85.00 in 1989-1990 and \$90.00 in 1990-1991.

ARTICLE XXI

SUPERVISION OF STUDENT TEACHERS

A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively.

Through the cooperation of the Board and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Nutley School District that are relevant to the teaching act.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Teaching Experience

No teacher shall have a student teacher under his/her supervision unless said teacher has had at least three (3) years of teaching experience, with the most recent year in his/her present position. Under unusual circumstances, this requirement shall be reviewed by mutual consent of the teacher and Superintendent or his/her designee.

2. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Consent

Each prospective cooperating teacher may accept or reject any student teacher.

4. Assignments

A cooperating teacher shall not involuntarily be given regular additional assignments outside of his/her regular responsibilities during the period he/she is supervising a student teacher.

5. Assuming Responsibilities

The cooperating teacher in consultation with the building administrator and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher and the building administrator shall have the authority for determining to what degree those responsibilities shall be assumed.

6. Eligibility to Teach

A student teacher shall be permitted to teach only in areas for which he/she will be eligible for certification.

ARTICLE XXII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. The Board agrees to provide those protections which are prescribed in the Educational Law, N.J.S.A. Title 18A, in order to make every reasonable effort to provide for the safety of teachers, students, and property.

B. Whenever any civil action has been or shall be brought against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher, the Board shall defray all cost of

defending such action, including reasonable counsel fees and expenses, together with cost of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses, as set forth in N.J.S.A. 18A: 16-6.

C. Should any criminal action be instituted against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the Board shall reimburse him/her the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, as set forth in N.J.S.A. 18A:16-6.1.

D. Teachers shall not be required to work under unsafe or hazardous

conditions or to perform tasks which endanger their health and safety.

E. The Board shall reimburse teachers for the reasonable costs, to a maximum of one hundred fifty dollars (\$150.00), of any clothing and/or eyeglasses damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment. To be eligible for reimbursement, the teacher must report the assault and loss immediately to the building principal.

ARTICLE XXIII

INSURANCE PROTECTION

A. The Board shall provide, through the New Jersey State Health Benefits Program, hospital and medical-surgical benefits as provided in the master Blue Cross, Blue Shield, Rider "J" and Major Medical contracts subscribed to by the said State Health Benefits Program.

B. The Board shall pay full premium for employees and his or her dependents, as defined in said contracts, for the health insurance program as set forth in Paragraph A.

C. The Board shall provide a full family dental plan as per agreement of the parties.

D. New employees who remain in the employ of the Board for a period of two months and work a minimum of twenty hours per week, will be enrolled by the Board in above health and dental insurance programs as of the beginning of the third month, provided that they apply to the Board for said coverage in the beginning of the first month.

E. Present employees who refuse or neglect to request coverage under the Health Benefits Program may be subsequently enrolled only in January of each year for coverage beginning May 1st. Present employees who refuse or neglect to request coverage under the Dental Service Plan may be subsequently enrolled only on January 1st or July 1st.

F. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to provide above health and dental insurance coverage until the following August 31st. When necessary, premium payments on behalf of the employee shall be made to assure uninterrupted participation and coverage.

G. Retiring employees will be covered thirty (30) days after the date of retirement. Anyone whose employment is terminated and who has not been employed for a full year will be covered for thirty (30) days after termination of employment.

H. Any employee granted a leave of absence without pay may continue coverage for a period of four (4) months following the end of the month when his name was removed from the payroll. The first month will be paid by the Board of Education. For the second, third, and fourth months, the employee must pay the Board of Education the total premiums required.

I. The Board will pay \$60,000 annually toward the cost of a prescription drug plan. The plan will commence January 1, 1991 at a cost of \$30,000 from January 1, 1991 - June 30, 1991.

ARTICLE XXIV

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Education Association of Nutley, the New Jersey Education Association, the National Education Association, and the Essex County Education Association as said teachers 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. 52:14-15.9e) 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 Education Association of Nutley 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.

2. 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 sixty (60) days prior to the effective date of such change.

3. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. (Deductions will be discontinued only if notice of withdrawal is filed as of July 1st and January 1st, succeeding the date on which notice of withdrawal is filed. Notice of withdrawal must be filed at least sixty (60) days prior to July 1st and January 1st.)

ARTICLE XXV

REPRESENTATION FEE

A. Purpose of Fee

If any teacher included in the Recognition Clause does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the representation fee shall be eighty-five (85%) percent of that amount, as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed; said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. Payroll Deduction Schedule

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association, as specified in Article XXIV.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.

5. New Employees

On or about the last day of each month, beginning with the month this

Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability in damages or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

b. If the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

A. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under requirements and directives of statute law. The provisions of this Agreement supersede all policies and directives of the Board that may conflict with this Agreement and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

B. This Agreement shall obligate both parties to comply in good faith with the terms thereof, except that it shall not prevent the Board from taking unilateral action in derogation thereof where necessary to enable the Board to carry out its responsibilities under the law; but before taking such action, the Board shall give the Association as much advance notice thereof as practicable.

C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education

is forbidden to waive any powers granted it by law.

E. 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.

F. Nondiscrimination - The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

G. Should any provision be declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

H. Mileage reimbursement for Unit personnel who are authorized to use their vehicles on school business shall be at the rate set by the Internal Revenue Service.

I. Children of employees shall be permitted to attend classes in the Nutley Public Schools at 50% of the Board-established tuition rate.

ARTICLE XXVII

PERFECT ATTENDANCE

Any teacher who attends work on every scheduled work day of that academic year shall be entitled to a one hundred (\$100.00) dollar United States Savings Bond for his/her perfect attendance.

**A-1
NUTLEY BOARD OF EDUCATION
TEACHERS' SALARY GUIDE
1988-1989**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DR
6	23,000	23,573	23,966	24,673	25,474	26,266	27,212
7	23,851	24,445	24,854	25,588	26,419	27,241	28,224
8	24,725	25,341	25,764	26,525	27,387	28,239	29,258
9	25,599	26,237	26,675	27,463	28,355	29,237	30,292
10	26,473	27,133	27,588	28,401	29,323	30,235	31,328
11	27,347	28,029	28,497	29,338	30,291	31,234	32,360
12	28,221	28,924	29,407	30,278	31,259	32,232	33,394
13	29,095	29,820	30,318	31,213	32,227	33,230	34,428
14	29,992	30,739	31,253	32,178	33,220	34,254	35,489
15	31,167	31,936	32,705	33,757	34,817	36,148	37,451
16	35,495	36,372	36,727	37,742	38,837	40,047	41,452
17			38,831	39,957	41,228	42,427	43,357
18						45,304	46,032

Longevity - 15 years service in Nutley - \$250 above guide
 - 20 years service in Nutley - \$660 above guide
 - 25 years service in Nutley - \$860 above guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

Teachers who were on Step 4 in 1987-1988 shall be placed on Step 8 in 1988-1989. Teachers who were on Step 5 in 1987-1988 shall be placed on Step 7 in 1988-1989.

A-2
NUTLEY BOARD OF EDUCATION
TEACHERS' SALARY GUIDE
1989-1990

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DR
6	24,610	25,223	25,844	28,400	27,257	28,105	29,117
7	25,571	26,209	26,646	27,433	28,324	29,208	30,259
8	26,556	27,216	27,672	28,489	29,414	30,330	31,424
9	27,540	28,227	28,698	29,545	30,505	31,454	32,588
10	28,525	29,235	29,724	30,601	31,595	32,588	33,753
11	29,509	30,244	30,749	31,657	32,685	33,703	34,918
12	30,493	31,253	31,775	32,713	33,775	34,827	36,082
13	31,488	32,263	32,601	33,789	34,866	35,951	37,247
14	32,511	33,322	33,878	34,878	36,010	37,131	38,470
15	33,504	34,338	34,912	35,943	37,109	38,285	39,644
16	37,910	38,822	39,177	40,282	41,477	42,782	44,272
17			41,500	42,702	44,051	45,287	46,727
18						48,429	50,175

- Longevity - 15 years service in Nutley - \$350 above guide
 - 20 years service in Nutley - \$750 above guide
 - 25 years service in Nutley - \$1000 above guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

**A-3
NUTLEY BOARD OF EDUCATION
TEACHERS' SALARY GUIDE
1990-1991**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DR
6	26,333	26,989	27,439	28,249	29,165	30,072	31,156
7	27,430	28,114	28,584	29,428	30,384	31,330	32,481
8	28,563	29,275	29,764	30,643	31,638	32,624	33,800
9	29,695	30,435	30,944	31,858	32,892	33,917	35,140
10	30,827	31,596	32,123	33,073	34,147	35,210	36,480
11	31,960	32,756	33,303	34,267	35,401	36,503	37,619
12	33,092	33,917	34,383	35,502	36,655	37,796	39,159
13	34,224	35,077	35,663	36,717	37,909	39,089	40,499
14	35,383	36,265	36,870	37,960	39,192	40,412	41,670
15	36,533	37,445	38,070	39,194	40,467	41,726	43,231
16	40,485	41,476	41,951	43,145	44,490	45,880	47,485
17			44,332	45,615	47,085	48,335	50,020
18						51,735	53,595

Longevity - 15 years service in Nutley - \$350 above guide
 - 20 years service in Nutley - \$750 above guide
 - 25 years service in Nutley - \$1000 above guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

B-1
NUTLEY BOARD OF EDUCATION
ATHLETIC SALARY GUIDE - 1988-1989

	STEP 1	STEP 2	STEP 3	STEP 4
FOOTBALL				
Head Coach	4,112	4,236	4,360	4,484
Assistant	2,690	2,814	2,939	3,063
BASKETBALL				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
BASEBALL				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
CREW				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
WRESTLING				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
SOCCER				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
SOFTBALL				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
TRACK				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
WINTER TRACK				
Head Coach	3,309	3,433	3,558	3,682
Assistant	2,268	2,392	2,516	2,641
CROSS COUNTRY				
Head Coach	2,121	2,245	2,371	2,495
Assistant	1,490	1,615	1,739	1,863
TENNIS	2,121	2,245	2,371	2,495
VOLLEYBALL				
Head Coach	2,121	2,245	2,371	2,495
Assistant	1,490	1,615	1,739	1,863
GOLF	1,960	2,084	2,208	2,332
RIFLE	1,960	2,084	2,208	2,332
BOWLING	1,960	2,084	2,208	2,332
BAND				
Director	2,558	2,681	2,806	2,930
Assistant	1,739	1,863	1,988	2,112
ATHLETIC EQUIPMENT				
Manager	3,319	3,443	3,568	3,693
Assistant	1,354	1,479	1,603	1,728
ATHLETIC TRAINER	2,277	2,401	2,525	2,650
CHEERLEADER				
Advisor	2,284	2,408	2,532	2,656
Assistant	1,528	1,652	1,776	1,900
TWIRLER	1,525	1,649	1,773	1,898
VOCAL MUSIC	1,960	2,084	2,208	2,332

B-2
NUTLEY BOARD OF EDUCATION
ATHLETIC SALARY GUIDE - 1989-1990

	STEP 1	STEP 2	STEP 3	STEP 4
FOOTBALL				
Head Coach	4,459	4,594	4,728	4,883
Assistant	2,917	3,052	3,187	3,322
BASKETBALL				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
BASEBALL				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
CREW				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
WRESTLING				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
SOCCER				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
SOFTBALL				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
TRACK				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
WINTER TRACK				
Head Coach	3,589	3,723	3,859	3,993
Assistant	2,460	2,594	2,729	2,864
CROSS COUNTRY				
Head Coach	2,300	2,435	2,571	2,706
Assistant	1,816	1,751	1,886	2,020
TENNIS	2,300	2,435	2,571	2,706
VOLLEYBALL				
Head Coach	2,300	2,435	2,571	2,706
Assistant	1,816	1,751	1,886	2,020
GOLF	2,128	2,280	2,395	2,529
RIFLE	2,128	2,280	2,395	2,529
BOWLING	2,128	2,280	2,395	2,529
BAND				
Director	2,772	2,908	3,043	3,178
Assistant	1,888	2,020	2,158	2,290
ATHLETIC EQUIPMENT				
Manager	3,540	3,875	3,810	3,946
Assistant	1,468	1,604	1,738	1,874
ATHLETIC TRAINER	2,469	2,604	2,738	2,874
CHEERLEADER				
Advisor	2,477	2,811	2,746	2,880
Assistant	1,857	1,792	1,928	2,061
TWIRLER	1,854	1,788	1,923	2,056
VOCAL MUSIC	2,128	2,280	2,395	2,529

B-3
NUTLEY BOARD OF EDUCATION
ATHLETIC SALARY GUIDE - 1990-1991

	STEP 1	STEP 2	STEP 3	STEP 4
FOOTBALL				
Head Coach	4,846	4,993	5,138	5,285
Assistant	3,170	3,317	3,464	3,610
BASKETBALL				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
BASEBALL				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
CREW				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
WRESTLING				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
SOCCER				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
SOFTBALL				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
TRACK				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
WINTER TRACK				
Head Coach	3,901	4,046	4,194	4,340
Assistant	2,674	2,819	2,966	3,113
CROSS COUNTRY				
Head Coach	2,500	2,646	2,794	2,941
Assistant	1,758	1,903	2,050	2,195
TENNIS	2,500	2,646	2,794	2,941
VOLLEYBALL				
Head Coach	2,500	2,646	2,794	2,941
Assistant	1,758	1,903	2,050	2,195
GOLF	2,311	2,458	2,603	2,749
RIFLE	2,311	2,458	2,603	2,749
SOWLING	2,311	2,458	2,603	2,749
BAND				
Director	3,013	3,160	3,307	3,454
Assistant	2,050	2,195	2,343	2,489
ATHLETIC EQUIPMENT				
Manager	3,787	3,933	4,080	4,226
Assistant	1,595	1,743	1,889	2,037
ATHLETIC TRAINER	2,683	2,830	2,976	3,123
CHEERLEADER				
Advisor	2,892	2,836	2,984	3,130
Assistant	1,801	1,948	2,093	2,240
TWIRLER	1,798	1,943	2,090	2,237
VOCAL MUSIC	2,311	2,458	2,603	2,749

**SCHEDULE C
NUTLEY PUBLIC SCHOOLS
ADDITIONAL PAY - EXTRA CURRICULAR ACTIVITIES
1988-1991**

High School

	1988-89	1989-90	1990-91
Yearbook (1 less teaching assignment)	800	830	850
Newspaper (1 less teaching assignment)	800	830	850
Drama (1 less teaching assignment)	800	830	850
Drama (Assistants)	625	640	665
Student Council	750	830	850
Class Advisors-Gr. 12	580	620	645
Class Advisors-Gr. 9-11	265	315	340
Stage Crew	297	320	340
National Honor Society (2 people)	300 (ea.)	320 (ea.)	340 (ea.)
School Store	290	300	320
American Field Service	250	265	316
Key Club	250	285	316
Clubs/Activities - By recommendation of Principal and approval by Board	160	170	190

Franklin School

Yearbook (2 people)	225 (ea.)	275 (ea.)	295 (ea.)
Student Council (2 people)	225 (ea.)	275 (ea.)	295 (ea.)
Dance Club	175	251	276
Debonaires (Vocal Group) (Practices on school time, but performances on out-of-school time)	140	160	190
Clubs/Activities - By recommendation of Principal and approval by Board	140	160	190

Elementary Schools

Supervisors of Elementary School Patrols	140	160	190
Clubs/Activities - By recommendation of Principal and approval by Board	140	160	190

**SCHEDULE D
NUTLEY PUBLIC SCHOOLS
ADDITIONAL PAY
SPONSORS, COMMITTEES AND
SPECIAL PROGRAMS**

	1988-1989	1989-1990	1990-1991
Intramural Sponsors	18.88 per hr.	18.38 per hr.	20.02 per hr.
Committee Work			
Leader	28.31 per hr.	30.83 per hr.	33.57 per hr.
Participant	21.78 per hr.	23.72 per hr.	25.83 per hr.
C.A.T. Program			
Leader	28.31 per hr.	30.83 per hr.	33.57 per hr.
Participant	21.78 per hr.	23.72 per hr.	25.83 per hr.
Driver Education	18.88 per hr.	18.38 per hr.	20.02 per hr.
S.A.T. Classes	21.78 per hr.	23.72 per hr.	25.83 per hr.
Summer School			
Half Session	915.00	996.00	1085.00
Full Session	1850.00	2064.00	2248.00
Summer Enrichment Program			
(4-Week Session)	1263.00	1378.00	1499.00

Computer Network Persons (7)	381.00 per yr.	415.00 per yr.	452.00 per yr.

(These personnel will have a normal schedule of prep periods)

SECRETARIES' SECTION

ARTICLE XXVIII

RECOGNITION

1. The Board of Education of the Township of Nutley, hereinafter referred to as the Board, recognizes the Education Association of Nutley, hereinafter referred to as the Association, as the representative of the secretarial and clerical personnel and full time school aides, with the exception of the secretary to the Superintendent of Schools, the secretary to the Assistant Superintendent of Schools, the secretaries to the Secretary/Business Administrator and the secretary to the high school principal for the purpose of negotiations on matters concerning terms and conditions of employment.
2. The Association recognizes the Board as the elected representative of the people of the Township of Nutley and as the employer of the non-certified personnel of the Nutley School District.
3. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all terms and conditions of employment.
4. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above.

ARTICLE XXIX

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by an employee, a group of employees and/or the Association, that there has been an inequitable, improper, or unjust application, interpretation, or violation of this Agreement. A grievance shall not include or encompass the following:

- a. failure or refusal of the Board to renew a contract of a non-tenure employee;
- b. matters where a method of review is prescribed by law, or by any rule, regulation or by-laws of the State Board of Education, or the Commissioner of Education;
- c. matters where the Board is without authority to act.

2. The term employee means any member of the negotiation unit.

B. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step of his/her appeal.

3. Whenever the employee appears with a representative, the Board shall have the right to designate its representative to participate at any stage of the grievance procedure.

4. An employee shall first discuss his/her grievance orally with his/her principal or supervisor.

5. If the grievance referred to in section 4 is not resolved to the employee's satisfaction, the employee shall submit a formal grievance in writing to his/her school principal or supervisor; a written decision shall be rendered within five (5) days and a copy of the decision given to the employee and the Association.

6. If the grievance is not resolved to the employee's satisfaction within five (5) days after the determination referred to in section 5, the employee shall submit his/her grievance in writing to the Superintendent with a copy to the Association specifying:

- a. the nature of the grievance
- b. the results of the previous discussion
- c. the basis of his/her dissatisfaction with the determination.

7. Within ten (10) days from the receipt of the written grievance, unless a different period is mutually agreed upon, the Superintendent shall hold a hearing at which all parties in interest, including the Association, shall have the right to be heard.

8. Within ten (10) days of said hearing, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination and shall furnish a copy of said determination to the school principal and the Association.

9. In the event of the failure of the Superintendent to act in accordance with sections 7 and 8, or in the event the determination of the Superintendent is deemed unsatisfactory by the employee, the employee may appeal to the Board within ten (10) days of the Superintendent's determination or failure to act.

10. Where an appeal is taken to the Board, the aggrieved employee shall submit to the Board a copy of the complaint as set forth in section 6 together with a written statement setting forth his/her dissatisfaction with the determination, if any, of the Superintendent, and furnish a copy to the Superintendent, the adverse party and the Association.

11. If the aggrieved employee, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties and the Association, who shall have the right to reply thereto. Where the employee requests in writing a hearing before the Board, a hearing shall be held.

12. The Board shall make a determination within fifteen (15) days from the receipt of the grievance and shall in writing notify the employee, his/her representative, if there be one, the principal, the Superintendent, and the Association of its determination. This time period may be extended by mutual agreement of the parties.

13. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request arbitration by filing written request with the Board within fifteen (15) days following its determination. In such event both the Board and the Association shall each designate an arbitrator within five (5) days thereafter, and the arbitrators so selected shall choose a third arbitrator within ten (10) days thereafter unless they shall mutually agree upon a different period. The decision of the arbitrators shall be final and binding upon the Board and the employee and shall be enforceable in any court of competent jurisdiction. The cost of arbitrator's services shall be shared by the Board and the Association, but both shall bear their own other costs.

14. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the time when same has been brought to the employee's attention, by filing with the Board in writing setting forth:

- a. the order, ruling or determination complained of;
- b. the basis of the complaint;
- c. a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent and Association who shall have the right to reply in writing thereto. A copy of such replies shall be served upon the aggrieved employee. The procedure for processing such grievance shall be the same as that set forth in sections 10, 11, 12, and 13.

C. Miscellaneous

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal

2. 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 the aggrieved party.

3. Whenever notices to or filings with the Board are required under this Article, they shall be served on or filed with the Board by delivering them to the Secretary of the Board.

ARTICLE XXX

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board covered by this Agreement, shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Con-

stitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE XXXI

ASSOCIATION RIGHTS AND PRIVILEGES

A. 1. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

2. Employees who are duly elected representatives of the Association Executive Board and/or Representative Council shall be permitted to attend not more than two Association meetings of the Executive Board and Representative Council per month.

In the event that the Association holds an emergency meeting which requires the attendance of said duly elected representatives, the President of the Association shall notify the Superintendent or his designee, who shall permit the duly elected representatives noted above to attend the emergency meeting(s).

In all cases, employees who are representatives of the Executive Board and/or Representative Council must notify their immediate supervisor at least one day in advance of the scheduled meeting, except in cases of emergency meetings when he/she will notify the immediate supervisor as soon as possible prior to the emergency meeting(s).

B. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

C. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE XXXII

SALARY AND HOURS OF WORK

A. The salaries of all employees covered by this Agreement are set forth in Schedules E-1, E-2 and E-3 which are attached hereto and made a part hereof.

B. Hours

All employees shall work seven (7) hours daily and five (5) days per week. Any variation in this schedule will be subject to mutual agreement between employee and immediate supervisor.

C. Overtime

Secretaries who work a seven (7) hour day shall receive straight time for the eighth (8th) hour worked in any day. Time and one-half (1 1/2) shall be paid for all time worked over eight (8) hours per day, forty (40) hours per week and on Saturday, Sunday and scheduled holidays. The employee shall have the option to take the money for overtime work or compensation time mutually agreeable between the employee and the immediate supervisor. Compensation shall be at straight time for hours worked between 35 and 40 and at time and one-half for hours worked in excess of 40 per week.

D. Leaving Building

No employee shall leave the building in which he/she is employed except during lunch hour without specific approval of his/her immediate supervisor.

E. Coffee Breaks

A rest period or coffee break shall be given not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in mid-afternoon.

F. Lunch Periods

Lunch periods shall not exceed one (1) hour and shall be arranged, where possible, so that the office will be covered at all times.

ARTICLE XXXIII

VACANCIES AND NEW POSITIONS

Official Board action creating a new secretarial position and all secretarial vacancies covered by this Agreement within the school system will be publicized. Vacancies and new positions available during the summer should be publicized, in writing, through the Education Association of Nutley, in addition to the posting provided by the Board.

ARTICLE XXXIV
SECRETARY EMPLOYMENT AND
ADMINISTRATION OF SALARY GUIDE

A. New Appointees

In general, new appointees to the staff shall be employed at their proper step on the guide, allowing full credit for each full year's service up to three (3) years. A person who has graduated from an accredited secretarial school or has had allied college experience will be given the same credit as if he or she had worked during that period.

In no case shall a person be given credit beyond the third (3rd) step of the current guide for his or her position without express authority of the Board.

EXAMPLE: A person having three (3) years of secretarial experience with John Doe Company would be given three (3) years' credit in Nutley. This would start him/her on the fourth (4th) step of the current salary guide.

B. Secretaries shall be notified of their contract and salary status for the ensuing year as near to April 1st as is practical.

C 1. Secretaries may individually elect to have ten (10%) percent of their salary deducted from their pay for the summer payment plan. These funds shall be paid to the secretary or his/her estate on the final day in June, or upon death or termination of employment, if earlier.

2. Secretaries who wish to take advantage of this plan shall be required to complete a form requesting that such deductions be made.

3. Forms requesting such deductions shall be filed in the office of the Secretary on or before the fifth (5th) day after the opening of school in September.

D. Secretaries are encouraged to maintain and upgrade their skills and efficiency. The District shall provide a total fund of one thousand (\$1,000.00) dollars to be used for reimbursement of program cost or registration and fees for secretarial/clerical improvement programs. Employees shall submit requests to attend programs that will provide such improvement to their immediate supervisor for recommendation and subsequently to the Superintendent of Schools for approval.

ARTICLE XXXV
SICK LEAVE

A. All ten (10) month employees shall be entitled to ten (10) sick leave days each school year and all twelve (12) month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Certificates of Absence

1. An employee who is absent shall file the form provided for that purpose.

2. For any absence of five (5) consecutive school days or over, a doctor's certificate must also be filed before any pay is granted.

3. Certificates are to be filed immediately upon returning to duty. Certificates shall be sent to the Superintendent's office with the time sheets weekly.

C. Any secretary who retires shall be entitled to pay for unused accumulated sick days. Such pay shall be at the rate of fifteen dollars (\$15.00) per day for school years 1988-89 and 1989-90 and twenty dollars (\$20.00) per day for school year 1990-91 to a maximum of 110 days in 1988-89, 115 days in 1989-90 and 120 days in 1990-91 upon actual retirement (not vesting) after 15 years of service in Nutley. Notice of intentions to retire must be provided at least ninety (90) days prior to the date on which the individual intends to retire.

ARTICLE XXXVI

TEMPORARY LEAVES OF ABSENCE

A. In the case of the death of a spouse, father, mother, brother, sister, child, mother-in-law or father-in-law, wherever domiciled or any other relative domiciled in the employee's residence, no deduction in salary will be made for a period not to exceed five (5) days.

B. In the case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law or brother-in-law not domiciled in the same residence, no deduction in salary will be made for the absence on the day of the funeral.

C. A total of five (5) days personal leave without deductions in salary during a school year may be granted by the Superintendent of Schools and/or Secretary-Business Administrator to an employee. Listed as personal leave are the following:

1. illness in immediate family
2. death of a close friend or relative not covered in Provision B (1 absence)
3. business appointment
4. household emergency
5. marriage (1 absence)
6. religious holidays

D. Any unused personal leaves shall be added to the sick leaves of the employee for the following year. The maximum that may be accumulated in any one (1) year is a total of fifteen (15) days.

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

F. Requests from tenured employees for extended leave of absence on account of illness or for travel shall be acted upon individually by the Board

on the recommendations of the Superintendent and/or Secretary-Business Administrator.

G. In the event that an employee is granted a leave of absence, continuity of service shall not be broken but the term of absence cannot be counted as service.

H. Secretaries shall be entitled to maternity leave of absence for disability, child rearing or adoption on the same basis as teachers under this Agreement.

I. During their work year, employees shall receive their normal compensation for time served on jury duty. A ten (10) month employee must submit a letter to the court requesting to serve jury duty whenever school is not in session. If denied by the court, the employee shall be duly compensated.

ARTICLE XXXVII

INSURANCE PROTECTION

A. The Board shall provide, through the New Jersey State Health Benefits Program, hospital and medical-surgical benefits as provided in the master Blue-Cross, Blue-Shield, Rider "J" and Major Medical contracts subscribed to by the said Health Benefits Program.

B. The Board shall pay full premium for employee and his or her dependents, as defined in said contracts, for the health insurance programs as set forth in Paragraph A.

C. The Board shall provide a full family dental plan as per agreement of the parties.

D. New employees who remain in the employ of the Board for a period of two (2) months and work a minimum of twenty (20) hours per week will be enrolled by the Board in above health and dental insurance programs as of the beginning of the third (3rd) month, provided that they apply to the Board for said coverage in the beginning of the first (1st) month.

E. Present employees who refuse or neglect to request coverage under the Health Benefits Program may be subsequently enrolled only during the month of January for an April effective date. Present employees who refuse or neglect to request coverage under the Dental Service Plan may be subsequently enrolled only on January 1 or July 1.

F. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to provide the above health and dental insurance coverages until the following August 31st. When necessary, premium payments on behalf of the employee shall be made to assure uninterrupted participation and coverage.

G. Retiring employees will be covered thirty (30) days after the date of retirement. Anyone whose employment is terminated and who has not been employed for a full year will be covered for thirty (30) days after termination of employment.

H. Any employee granted a leave of absence without pay may continue coverage for a period of four (4) months following the end of the month when his/her name was removed from the payroll. The first month will be paid by the Board of Education. For the second, third and fourth months, the employee must pay the Board of Education the total premiums required.

I. Prescription plan coverage shall be provided as per the language and total cost, including Secretaries, as contained in Article XXIII, Section I.

ARTICLE XXXVIII

VACATIONS

A. Vacations with pay, for twelve (12) month employees, shall be as follows:

1. Anyone employed for a period of one year or less, prior to July 1st of any year, shall receive one-half (1/2) day vacation for each month with a maximum of five (5) days. To be credited with one-half (1/2) day vacation for the month, employment must begin prior to the 15th of said month.

2. Anyone employed more than one (1) year, prior to July 1st and less than three (3) years, shall receive ten (10) days vacation.

3. Anyone employed three (3) years or more, prior to July 1st, shall receive ten (10) days vacation, plus one-half (1/2) day for each month in excess of three (3) years service, with a maximum of fifteen (15) days. The fifteen (15) days vacation will be given through seven (7) years of service.

4. Anyone employed more than seven (7) years prior to July 1st shall receive fifteen (15) days vacation, plus one-half (1/2) day for each month in excess of seven (7) years of service, with a maximum of twenty (20) days.

5. Vacation for Resigning Employees

In order to be eligible for vacations in any one year, employment must be for at least three (3) months after July 1st prior to date of resignation. Vacation will be prorated on the following basis:

25% for three months

50% for six months

75% for nine months, etc.

6. Active Employees

In order to be eligible for a vacation in any one year, employment must be for at least three (3) months after July 1st. Vacations will be prorated on the following basis - 25%, three months; 50%, six months; 75%, nine months. It is recommended these vacations be taken during regularly scheduled vacation periods and at the discretion of the building supervisor if other dates are requested.

B. In computing the salary for a period less than ten (10) days of all employees engaged and paid on a twelve (12) month basis, one two hundred and fortieths of a year's salary shall constitute a day's pay, regardless

of the number of days in the month in which the vacation is allowed. If a person is entitled to ten (10) days vacation, one-half (1/2) month's salary shall be paid.

C. Credit will be given employees transferred from a ten (10) month position to a twelve (12) month position by action of the Board by using the following method - Multiply the number of years employed by the Nutley Board of Education by 10 -- giving us the total number of months employed. Divide this total by 12, i.e., 10 months for six years - 60 months, divided by 12 months equals five full years of credit. The vacation shall then be granted according to Article XXXVIII, Paragraph A.

D. Seniority should be a factor to be considered when establishing vacation schedules.

E. Twelve (12) month secretaries shall generally take vacations during regularly scheduled school vacation periods, subject to the approval of the building supervisor. In special circumstances, an employee may request vacation at other times upon the approval of the building supervisor and either the Superintendent or Board Secretary/Business Administrator, whomever is applicable. Denial of such leave during non-school vacation periods is not subject to arbitration.

ARTICLE XXXIX

HOLIDAY CALENDAR

A. The school year for ten (10) month employees is from September 1st through June 30th, inclusive, with holidays the same as those of the teaching personnel.

B. The school year for twelve (12) month employees is from July 1st through June 30th, inclusive. These secretaries shall be entitled to 18 holidays per year.

C. The holiday calendar shall be adopted only after consultation with the Association. Such consultation shall begin on March 15th of each year.

ARTICLE XL

SECRETARY EVALUATION

A. 1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the secretary.

2. A secretary shall be given a copy of any evaluation report prepared by his/her evaluator. No such report shall be submitted to the central office, placed in the secretary's file or otherwise acted upon without prior knowledge of the secretary.

B. 1. A secretary shall have the right, upon request, to review the contents of his/her personnel file. A secretary shall be entitled to have a

representative of the Association accompany him/her during such a review.

2. No material derogatory to a secretary's conduct, service, character or personality shall be placed in his/her personnel file unless the secretary has had an opportunity to review the material.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the secretary's inspection.

C. If any complaint regarding a secretary is made to any member of the administration by any parent, student, or other person which is or may be used in any manner in evaluating a secretary, the principal or immediate supervisor shall meet with the secretary to apprise the secretary of the full nature of the complaint and they shall attempt to resolve the matter informally. The secretary shall have the right to be represented by the Association at any meeting or conference regarding such complaint. The principal or immediate supervisor shall make a written record of the disposition and a copy shall be sent to the secretary and to the Superintendent.

ARTICLE XLI

MISCELLANEOUS PROVISIONS

A. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of statute law. The provisions of this Agreement supersede all policies and directives of the Board that may conflict with this Agreement and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

B. This Agreement shall obligate both parties to comply in good faith with the terms thereof, except that it shall not prevent the Board from taking unilateral action in derogation thereof where necessary to enable the Board to carry out its responsibilities under the law; but before taking such action, the Board shall give the Association as much advance notice thereof as practicable.

C. Any individual contract between the Board and an individual secretary heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any powers granted it by law.

E. 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 XLII

REPRESENTATION FEE

A. Purpose of Fee

If any secretary included in the Recognition Clause does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initial fees, and assessments charged by the Association to its own members, and the representation fee shall be eighty-five (85%) percent of that amount, as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will increase to the maximum allowed; said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. Payroll Deduction Schedule

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association, as specified in ARTICLE XXV.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.

5. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during preceding thirty (30) day period. This list will include names, job title, and dates of employment.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability in damages and/or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XLIII

PERFECT ATTENDANCE

Any secretary who attends work on every scheduled work day of that work year shall be entitled to a hundred (\$100.00) dollar United States Savings Bond for his/her perfect attendance.

**E-1
NUTLEY BOARD OF EDUCATION
SECRETARIAL SALARY GUIDE
1988-1989**

STEP	12	10	12	10	CLERKS	AIDES
	MONTHS GROUP I	MONTHS GROUP I	MONTHS GROUP II	MONTHS GROUP II		
4	14,046	11,698	13,125	10,931	9,495	6,654
5	14,804	12,330	13,634	11,521	10,008	9,121
6	15,563	12,981	14,543	12,112	10,520	9,589
7	16,321	13,593	15,251	12,702	11,033	10,056
8	17,080	14,225	15,960	13,292	11,546	10,523
9	17,838	14,858	16,669	13,882	12,059	10,991
10	18,597	15,489	17,378	14,473	12,571	11,458
11	19,398	16,155	18,128	15,096	13,113	11,951
12	20,198	16,822	18,674	15,719	13,654	12,444
13	21,027	17,512	19,646	16,364	14,214	12,955
14	21,856	18,202	20,423	17,009	14,774	13,458
15	24,916	20,752	23,284	19,392	16,844	15,352

Longevity - 16 years service in Nutley - \$650 above salary guide

- 21 years service in Nutley - \$650 above salary guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

NOTE: Central Office Bookkeeper shall receive an annual stipend of \$900 above her step on the above guide.

Central Office Purchasing Secretary shall receive an annual stipend of \$300 above her step on the above guide.

*Group I Includes:

- Bkpr./Payroll
- Purch. Secretary
- H.S. Bkpg. Secretary
- Sec. M.S. Principal
- Sec. Elem. Principal
- Sec. Guidance Director H.S.
- Asst. Bkpg./Payroll
- Sec. Director of Special Services
- Sec. Athletic Director
- Sec. Dir. Cmptr. Services
- Rental Secretary
- Sec. Franklin School Guid. Dept.

**E-2
NUTLEY BOARD OF EDUCATION
SECRETARIAL SALARY GUIDE
1989-1990**

STEP	12	10	12	10	CLERKS	AIDES
	MONTHS GROUP I	MONTHS GROUP I	MONTHS GROUP II	MONTHS GROUP II		
4	15,065	12,546	14,077	11,724	10,183	9,181
5	15,818	13,173	14,781	12,310	10,892	9,840
6	16,571	13,801	15,485	12,896	11,201	10,099
7	17,325	14,428	16,189	13,483	11,710	10,558
8	18,078	15,055	16,892	14,069	12,220	11,017
9	18,831	15,682	17,596	14,655	12,729	11,476
10	19,584	16,310	18,300	15,241	13,238	11,935
11	20,338	16,937	19,004	15,827	13,747	12,394
12	21,091	17,564	19,708	16,414	14,256	12,853
13	21,844	18,191	20,412	17,000	14,765	13,312
14	22,597	18,818	21,116	17,586	15,274	13,771
15	23,350	19,445	21,820	18,172	15,783	14,230

Longevity - 16 years service in Nutley - \$750 above salary guide
 - 21 years service in Nutley - \$1,000 above salary guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

NOTE: Central Office Bookkeeper shall receive an annual stipend of \$1,100 above her step on the above guide.

Central Office Purchasing Secretary shall receive an annual stipend of \$400 above her step on the above guide.

*Group I includes:
 Bkpr./Payroll
 Purch. Secretary
 H.S. Bkpg. Secretary
 Sec. M.S. Principal
 Sec. Elem. Principals
 Sec. Guidance Director H.S.
 Asst. Bkpg./Payroll
 Sec. Director of Special Services
 Sec. Athletic Director
 Sec. Dir. Cmpt. Services
 Rental Secretary
 Sec. Franklin School Guild. Dept.

**E-3
NUTLEY BOARD OF EDUCATION
SECRETARIAL SALARY GUIDE
1990-1991**

STEP	12	10	12	10	CLERKS	AIDES
	MONTHS GROUP I	MONTHS GROUP I	MONTHS GROUP II	MONTHS GROUP II		
4	16,175	13,471	15,115	12,589	10,933	9,857
5	16,935	14,104	15,625	13,181	11,447	10,320
6	17,895	14,737	16,536	13,772	11,961	10,764
7	18,456	15,370	17,248	14,364	12,475	11,247
8	19,216	16,004	17,957	14,956	12,988	11,710
9	19,976	16,637	18,667	15,547	13,502	12,173
10	20,736	17,270	19,377	16,139	14,016	12,637
11	21,497	17,903	20,086	16,731	14,530	13,100
12	22,257	18,536	20,798	17,322	15,044	13,563
13	23,049	19,166	21,539	17,939	15,580	14,046
14	23,842	19,856	22,280	18,556	16,115	14,529
15	26,390	23,644	26,530	22,066	19,190	17,301

Longevity - 16 years service in Nutley - \$750 above salary guide
 - 21 years service in Nutley - \$1,000 above salary guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

NOTE: Central Office Bookkeeper shall receive an annual stipend of \$1,300 above her step on the above guide.

Central Office Purchasing Secretary shall receive an annual stipend of \$500 above her step on the above guide.

*Group I Includes:

- Bkpr./Payroll
- Purch. Secretary
- H.S. Bkpg. Secretary
- Sec. M.S. Principal
- Sec. Elem. Principals
- Sec. Guidance Director H.S.
- Asst. Bkpg./Payroll
- Sec. Director of Special Services
- Sec. Athletic Director
- Sec. Dir. Cmptr. Services
- Rental Secretary
- Sec. Franklin School Guid. Dept.

ARTICLE XLIV
DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of July 1, 1988 and shall remain in full force and effect until June 30, 1991, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article II of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all the day and year first above written.

EDUCATION ASSOCIATION OF NUTLEY

By: Cynthia A. DeBorio

Its President

By: Lola A. Pospisil

Its Secretary

BOARD OF EDUCATION OF THE TOWNSHIP OF NUTLEY

By: Anthony N. Baratta

Its President

By: John C. Sincaglia

Its Secretary