

2594

AGREEMENT

BETWEEN

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

AND

MOUNTAINSIDE EDUCATION ASSOCIATION

JULY 1, 1994 THROUGH JUNE 30, 1996

*** AGREEMENT**

between the

MOUNTAINSIDE BOARD OF EDUCATION

and the

MOUNTAINSIDE EDUCATION ASSOCIATION

1994-1996

COPY # 85

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PREAMBLE

This Agreement entered into this first day of July, 1994, by and between the BOARD OF EDUCATION OF MOUNTAINSIDE, hereinafter called the "Board" and the MOUNTAINSIDE EDUCATION ASSOCIATION, hereinafter called the "Association" represents the complete and final understanding of all bargainable issues between the Board and the Association.

ARTICLE I

RECOGNITION

- A.** The Mountainside Board of Education hereby recognizes the Mountainside Education Association during the lifetime of this Agreement as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following employees:
1. All certified personnel including, but not limited to, teachers, nurses, guidance counselors, librarians, social workers, speech language specialists and remedial reading teachers.
 2. All non-certified personnel including secretaries, assistants and custodians.
- B.** Excluded from the Association are the Secretary to the Superintendent/Board Secretary, the Secretary/Payroll and the Secretary/Bookkeeper, all managerial executives, confidential employees and supervisors.
- C.** The term "employee" shall, when used hereinafter, refer to all employees as listed in the bargaining unit defined above in A 1 and 2. The terms "teacher", "secretary", "assistant" and "custodian" shall refer to the employees in classifications A 1 and 2 respectively, when used hereinafter.

ARTICLE II

NEGOTIATIONS PROCEDURES

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

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. No person covered under this Agreement shall engage in Association activities nor in meetings with the N.J.E.A. representatives during the work day, except as provided in Article III, Section G. The foregoing shall not include the employees duty-free lunch period nor shall this be inconsistent with statute, as set forth in the Weingarten Doctrine.
- B. The Association and its representatives shall have the right to use the school building at reasonable times during non-school hours for membership meetings. No meeting shall be held without prior approval of the Superintendent/Board Secretary or his/her designee who shall be given reasonable notice in advance of the time and place of all such meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of a building by the Association or its representatives.
- C. The Association shall have the privilege, with the permission of the Superintendent/Board Secretary or his/her designee, which permission shall not be unreasonably withheld, to use school equipment on the site, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not in use. The Association shall provide all materials and supplies incident to such use. Permission will be granted for the use of audiovisual equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.
- D. The Association shall have a bulletin board in a designated teacher's room.
- E. The Association shall have the right to distribute, through the use of employees' mail boxes, material dealing with the _____ and legitimate business of the Association. The Principal or his/her designee in each building shall be notified prior to the distribution of such material.
- F. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall, insofar as it is legally possible, be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.
- G. The Association President shall be exempt from all duties other than the actual classroom teaching assignment in order to perform the duties of the presidency.

ARTICLE IV

EMPLOYEE RIGHTS

- A.** No employee shall be disciplined, reprimanded, reduced in rank or compensation, or have an increment and/or salary adjustment withheld without just cause in performance with statutory law, Board policy, and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent herein set forth unless otherwise provided by statutes or Code.

- B.** No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

- C.** There shall be no discrimination, interference, restraint, or coercion by the Board of any of its agents or representatives against any of the employees covered under this Agreement because of their membership or nonmembership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during classroom instruction periods.

- D.** The teacher shall have the responsibility of determining grades and other evaluations of students within the grading policies of the Mountainside School District. No grade or evaluation shall be changed without the notification of the teacher involved. In the event that the teacher concerned does not agree with the proposed change, the administrator making the change must sign it.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the citizens of the Borough of Mountainside, Union County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.
- D. All rights and legal prerogatives not expressly curtailed by this Agreement are hereby reserved to the Board.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

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

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

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

1. LEVEL ONE. An employee with a grievance shall first discuss it with his/her Principal, immediate superior, or department head with the objective of resolving the matter informally at this level. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) school day period shall be deemed to constitute an abandonment of the grievance.
2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Principal within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner, specifying:
 - a. The nature of the grievance
 - b. The results of previous discussions
 - c. Dissatisfaction with decisions previously rendered
 - d. The nature of the resolution sought

The Principal shall communicate the decision with reasons to the employee in writing within five (5) school days of receipt of the written grievance.

3. LEVEL THREE. The employee may appeal the Principal's decision to the Superintendent/Board Secretary within five (5) days after receipt of the decision at Level Two, or if no decision has been rendered within ten (10) school days after presentation of the grievance, whichever is sooner. The appeal to the Superintendent/Board Secretary must be made in writing, reciting the matter submitted to the Principal as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent/ Board Secretary shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent/Board Secretary, the Superintendent/Board Secretary shall meet with the aggrieved person in an effort to resolve it.
4. LEVEL FOUR. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent/Board Secretary, he/she may file the grievance in writing with the Board within (10) school days after receipt of the decision or if no decision has been rendered within twenty (20) school days after presentation of the grievance, whichever is sooner. The request for review by the Board shall be submitted in writing to the Board and a copy of such request to the Superintendent/Board Secretary. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Four shall, however, be rendered by a majority of the Board, in writing, within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
5. LEVEL FIVE. If the grievant, as defined in Section B-1, is not satisfied with the decision of the Board, or if no decision has been rendered within the time limit allowed, he/she may request through the Association advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be filed not later than ten (10) school days following the determination by the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The arbitrator shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only. The costs of the arbitrator shall be borne equally by the Board and the employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

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D. Miscellaneous

1. The Association will process all group grievances. If a grievance is building centered, the Association will initiate the grievance at Level One.
2. Grievances may be raised by the Board in accordance with the following procedure:
 - a. The grievance shall be instituted within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after the Board would reasonably be expected to know of its occurrence.
 - b. The grievance shall be instituted through a written communication to the President of the Association.
 - c. The Association Executive Committee and representative(s) of the Board shall meet within ten (10) school days after receipt of the communication.
 - d. In the event the matter is not satisfactorily resolved within thirty (30) calendar days after the conference the Board may file for advisory arbitration in accordance with Section C-5 of this Article.

ARTICLE VII

TEACHER EMPLOYMENT

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

ARTICLE VIII

TRANSFERS, REASSIGNMENTS AND PROMOTIONS

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

The Superintendent/Board Secretary shall send a letter acknowledging receipt of an application and notification of the filling of said position.

ARTICLE IX

EMPLOYEE EVALUATION

A. Teachers

1. Non-tenured teachers will be observed at least three (3) times each year (with at least one in each semester) by the following dates: December 10, February 25 and March 10. A written evaluation, including a contract decision about the ensuing year's employment status, shall be given to the non-tenured teacher on or before April 30 of the current school year. Tenured teachers shall be evaluated at least once during each school year.
2. A written report of both the observations and the summary evaluation shall be completed and signed by the evaluator and teacher. The teacher's signature merely indicates knowledge of the report and does not necessarily indicate agreement with its content. A teacher may add comments to the report within ten (10) school days. The evaluation report is to be placed in the teacher's personnel file and a copy given to the teacher prior to the next scheduled evaluation. A conference may be held between the teacher and the evaluator upon the request of either. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. In the event that a complaint regarding a teacher which could adversely affect the teacher's position in the school system is to be placed in the personnel file, or that a written statement derogatory to a teacher's performance is to be placed in the personnel file, the teacher shall be informed in writing thereof by the Administration within ten (10) working days. A teacher so notified shall sign and return within five (5) working days a statement acknowledging receipt of notification and any explanation thereon.

B. Secretaries/Assistants/Custodians

1. Every secretary, assistant and custodian shall be evaluated at least once each year by the administrator or supervisor to whom he/she is responsible. The evaluation shall be in written form, cover main areas of responsibility and be signed by the employee. The signature merely indicates knowledge of the report, and not necessarily agreement with its contents.
2. If the final report (due April 1) is an adverse one, conferences between the parties shall have preceded it, and the areas needing improvement shall have been given in writing with specific recommendations for improvement to the employee at least sixty (60) calendar days prior to the final report.
3. Administrators or supervisors to whom employees are responsible may, upon unsatisfactory performance, recommend that all or part of an employee's salary increase be withheld.

ARTICLE X

TEACHER WORK YEAR AND SCHOOL CALENDAR

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

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

ARTICLE XI

WORK HOURS AND WORK LOAD

A. TEACHERS

1. Check-in procedure. As professionals, teachers are expected to devote to their assignments the necessary time to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.

2. Duty-free lunch. The in-school day of each teacher shall include a duty-free lunch period of the same duration as the students.

3. Length of the day. The normal work day of the teacher shall generally be from 8:30 a.m. to 3:20 p.m. The administration may, in the best interest of the pupils, assign teachers to arrive one half hour earlier than the normal work day. Teachers assigned to early arrival will be dismissed one half hour before the normal work day dismissal. The administration may request volunteers but may not assign teachers to arrive and to leave one half hour later than the normal work day.

a. Beginning January 1, 1993, for the normal work day in grades K-4 students will be allowed to enter the classroom at 8:35 a.m. and classes shall begin at 8:45 a.m.

b. Effective 9/1/90, the schedule (day) for grades 5-8 shall be as follows:

1. Student instruction shall begin at 8:45 a.m.
2. Student lunch/activity period shall be 40 minutes.
3. Teacher lunch shall be guaranteed at 40 minutes per day.
4. Teachers' duties during this activity period shall consist of no more than 3 activities and 2 planning periods per week. Planning periods shall mean conferring with parents, department meetings, conferring with guidance and the like.
5. Teacher day shall end at 3:20 p.m. except on Fridays where it shall end at 3:10 p.m.

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c. For those working the 8:30 a.m. schedule, the periods between 8:30 a.m. and 8:45 a.m. and 3:00 p.m. and 3:20 p.m. are to be utilized for activities related to teacher assignments such as conferencing with parents, tutoring students, meeting with special service personnel, joint planning with other teachers, reviewing instructional materials, and other such activities. To make these professional activities possible, teachers will, on a rotating basis without compensatory periods, accept routine duties (all purpose room supervision, halls, cafeteria, bus, etc.).

d. The above paragraph notwithstanding, and without interfering with the intent of same, the parties agree that for the duration of this Agreement up to six teachers can be assigned by the Superintendent/Board Secretary to begin the work day at 8:00 a.m. and end at 3:00 p.m. The six teachers shall be assigned from the following areas:

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

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

4. Departure time. Provided their professional responsibilities have been discharged, on Fridays and on days preceding a holiday or vacation, teachers may leave the building ten minutes after the close of the pupils' day.
5. Preparation periods. All teachers in grades K-8 shall be guaranteed a minimum of five preparation periods per week.

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

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

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Teachers who are required to cover classes shall be compensated at a rate of \$17 per session year one/\$18 year two of this contract. Payments to be made upon the third coverage and every subsequent coverage thereafter during the school year.

7. Meetings

a. Faculty and Other. Teachers may be required to remain after the end of a regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings or conferences. These meetings shall be held on Mondays except if Monday is a holiday, in which case, the meeting shall be held on Tuesday. Said meetings shall not exceed three (3) in number each month and shall, insofar as possible be adjourned by the administration no later than 4:30 p.m. In cases of emergency, the administration may schedule additional meetings.

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

1. Music programs (music teachers must attend)
 - (a) Two grade 5-8 music programs
 - (b) Two grade K-4 music programs
2. Eighth grade functions (eighth grade teachers must attend)
 - (a) Graduation exercises
 - (b) Graduation class trip
 - (c) Graduation class pool party

c. In addition to the above, all kindergarten teachers must attend the kindergarten orientation program.

8. Conferences. Parent-teacher conferences will be held after lunch with school dismissal at 1:00 p.m. on three days. One of the days, teachers may leave at 1:00 p.m.

and return for conferences in the evening (7:00 - 9:00 p.m.).

9. Workshops. The Association agrees to a minimum of three yearly workshops to be attended by all faculty members, if scheduled by the Superintendent/Board Secretary, with released time at 1:00 p.m. or as scheduled. On workshop days, teachers shall be guaranteed a minimum of thirty (30) minutes duty-free lunch period.

B. SECRETARIES

1. During the normal school year, the work day for all secretaries assigned to Deerfield School shall begin at 8:00 a.m. and shall end at 4:00 p.m. This total work day shall include a duty-free lunch period of one (1) hour. Provided their responsibilities have been accomplished, at the discretion of the building administrator, on Fridays and on days preceding a holiday or vacation secretaries may leave twenty (20) minutes before the end of the working day.
2. The summer work day for all secretaries shall begin at 8:00 a.m. and shall end at 3:00 p.m. This total work day shall include a one-half (1/2) hour lunch period (non-working).
3. The ten (10) month secretaries shall work from September 1 to June 30 inclusive.
4. All secretaries shall receive fifteen (15) holidays as enumerated on the secretarial calendar.
5. Secretaries shall be permitted to adjust their work schedules within their unit to permit one full week off when schools are not in session (Winter/Spring break), so long as there is sufficient coverage.
6. Exceptions to provisions of sections 1, 2, and 3 above may be made when requested by the secretary and approved by her superior and the total work time per day is not changed. However, it is understood and agreed that the secretary's superior may at any time change the work schedule to the above stated time after such exceptions have been made.
7. In the event that schools are closed due to inclement weather and subject to the Superintendent/Board Secretary's discretion, the secretaries and assistants may be excused from reporting to work on that day.

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C. CUSTODIANS

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

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

2. All custodians shall be entitled to a half hour lunch period to be taken in the building at a designated area.

3. Vacation schedule. Custodial employees of the Board shall be entitled to vacations with full pay for the period in accordance with the following schedule of years of employment and respective vacation periods set forth as follows:

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

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

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D. ASSISTANTS

The work year for all assistants shall be determined annually. The total work day shall include a duty-free unpaid lunch period.

ARTICLE XII

NONTEACHING DUTIES

A. Teacher Detention

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

B. Administrative Detention

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

Administrative detention will be assigned by the principal from a pool of teacher volunteers and compensated at the rate of \$17 per hour. However, the administration reserves the right to incorporate detention supervision into a teacher's scheduled assignment.

ARTICLE XIII

SICK LEAVE

A. Sick leave is defined under New Jersey Statutes Annotated (R.S.) 18A:30-1 et seq. as follows: "Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease or being quarantined for such a disease in his or her immediate household."

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

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

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

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

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

ARTICLE XIV

DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

A. General Policy

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

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

1. Personal Illness (covered in Article XIII SICK LEAVE)

2. Personal Leave

- a. Three (3) days a year of leave may be used for personal matters, noncumulative. One of these days may be used as emergency leave. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control.
- b. Personal matters mean activities that require the employee's presence during the school day and are of such a nature that they cannot be attended to at a time when school is not in session.
- c. The Superintendent/Board Secretary must be notified, in writing on the form provided, five (5) working days prior to the requested absence. The five (5) day limit is waived in cases of emergency.
- d. Personal leave days may be utilized for emergencies or urgent reasons for which taxpayers could reasonably be expected to pay a teacher's salary while he/she utilizes the leave.
- e. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations. A personal leave day shall not be granted the first two weeks of

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Days Off & Temp Leaves of Absence

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the school year or during the months of December and June except in documented cases.

3. Illness in the Family

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

4. Death in the Immediate Family or Nearest Relative

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

5. Death of Other Relative or Close Friend

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

6. Quarantine

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

7. Jury Duty and Legal Proceedings

New Jersey Statutes Annotated 69-2 provides that school teachers under contract as full time teachers while the school is in session shall not be exempt from service on any panel of Grand or Petit jurors. Upon request of a teacher under circumstances which would benefit the Mountainside School District, the Superintendent/Board Secretary, at his/her sole discretion, and not subject to the grievance procedure, may request a waiver of such

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Days Off & Temp Leaves of Absence

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exemption for jury duty service on behalf of the requesting teacher. In the event such teacher thereafter performs a jury service on a scheduled workday, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs a jury duty. The money received for jury duty only must be forwarded to the administrative office upon receipt of same.

8. Professional Business Days

Upon approval of the Superintendent/Board Secretary, employees shall be permitted to attend professional meetings or seminars related to their area. The employees shall be reimbursed for all or part of the expenses, which shall likewise require the approval of the Superintendent/Board Secretary.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Child Rearing

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

1. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent/Board Secretary.
2. Any employee intending to apply for child-rearing leave shall advise the Superintendent/Board Secretary of the fact of her pregnancy and/or his/her prospective plans for taking child-rearing leave. The employee shall request childrearing leave of the Superintendent/Board Secretary in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the date when the employee wishes the leave to commence and terminate.
4. Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the childrearing leave commenced and an additional school year shall be granted upon request of the employee under tenure. An employee on child-rearing leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the employee wishes to return to the district or sixty (60) days prior to said intended return date, whichever is sooner.
5. An employee returning on the first day of the school year in September from child-rearing shall be placed in her/his previously held position if available and administratively feasible.
6. Any employee who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
7. No employee on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his competence.
8. Time spent on child-rearing leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.

Extended Leaves of Absence

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9. Any 10 month employee who accepts child-rearing leave after January 31 in any given year is given credit on the salary guide for a full year upon returning to the district. Any 12 month employee who accepts child-rearing leave after January 1 in any given year is given credit on the salary guide for a full year upon returning to the district.

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

ARTICLE XVI

SABBATICAL LEAVE

A. Subject to applicable statutory provisions of the State of New Jersey, the Board may grant a sabbatical leave of absence for study to a member of the teaching staff who is also a member of the negotiations unit as set forth in Article I herein. Sabbatical leaves of absence are granted for the aforementioned professional improvement which, in the opinion of the Board, shall render a benefit to the Mountainside School District, subject to the following conditions:

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

9. The sabbatical leave positions available shall be distributed as evenly as possible throughout the school system.

10. The teacher shall furnish reports of the study to the Superintendent/Board Secretary as follows:

- a. An outline of course of action and benefits to be derived.
- b. An interim report at the midpoint of the sabbatical leave.
- c. A final report within ten (10) school days after returning to regular duties. Such report shall include the details of the professional objectives obtained.

B. As a condition to being granted leave, the teacher shall enter into a contract with the Mountainside School District wherein he/she agrees to continue in the service of the Board for the period of not less than two (2) years after the expiration of the sabbatical leave.

1. If a teacher fails to continue in service after such sabbatical leave, such teacher shall repay to the Board the sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.

C. Teachers on sabbatical leaves of absence will be paid 65 percent of the salary which the teacher would have received had the sabbatical leave not been granted and he or she had been teaching in the Mountainside School District.

D. Upon return from sabbatical leave, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, and the period of the sabbatical leave shall be counted for experience rating purposes, on the salary schedule, as equivalent to the same period of teaching service in the school system. All of the aforesaid shall be conditioned upon all requirements of the sabbatical leave policy being fulfilled satisfactorily in the judgment of the Superintendent/Board Secretary.

E. During the sabbatical leave the sick leave policy will not apply, but the Board will continue to make all of the insurance payments which are made for a teacher not on sabbatical leave.

ARTICLE XVII

INSURANCE PROTECTION

A. The Board agrees to provide individual and family coverage at Board expense to employees who work 20 or more hours per week as follows:

1. Blue Cross with Rider J
2. Blue Shield
3. Major Medical
4. Dental Plan

B. The Board may at its discretion change insurance carriers as long as substantially similar benefits as those presently enjoyed are provided. The Board agrees to notify and discuss the matter with the Association prior to any change of insurance carriers.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

1. When recommended by the Superintendent/Board Secretary and approved by the Board, payment will be provided by the Board for the full cost of workshops, seminars, conferences, and in-service training sessions.
2. When recommended by the Superintendent/Board Secretary and approved by the Board, payment will be provided by the Board for the cost of tuition for graduate courses only for all teachers. Tenured teachers and non-tenured teachers who are rified will be paid in the current year. Non-tenured teachers who do not return to teach the following year will not be paid. Non-tenured teachers who sign a contract and return to teach shall be paid in the following year.
3. Payment by the Board for the cost of tuition shall be dependent upon the employee completing and passing the course of instruction or where grades are given, the employee receiving a grade of "B" or better.
4. The tuition payments by the Board shall not exceed six credits in any one semester.
5. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the employee during a sabbatical leave.

B. Secretaries

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

C. Custodians

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

ARTICLE XIX

DEDUCTIONS FROM SALARY

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

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

To: Disbursing Officer - Mountainside Board of Education

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

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

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

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent/Board Secretary. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

D. Upon written request of the individual employee, the Board will deduct deposits to the Union County Teachers Federal Credit Union Program.

ARTICLE XX

INSTRUCTIONAL COUNCIL

A. Organization

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

B. Reports. The Council shall submit for consideration written reports to the Board through the office of the Superintendent/Board Secretary.

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

ARTICLE XXI

MISCELLANEOUS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of each party shall clearly exemplify that there is no discrimination in the treatment of employees or pupils in the application or administration of this Agreement on the basis of race, color, creed, handicap, religion, sex, or national origin.

B. Copies of this Agreement shall be prepared by both parties and duplicated by the Board in booklet form with expenses equally shared by the parties. The Agreement shall be reproduced within thirty (30) days after it has been signed and copies shall be made available to all individuals, now employed or hereafter employed, in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party will do so by telegram or certified or registered mail at the following addresses:

1. If by the Association to the Board: Beechwood School, Woodacres Drive, Mountainside, New Jersey 07092.

2. If by the Board to the Association: At the address to be kept on file with the Secretary of the Board.

D. The Association shall notify the Board, within ten (10) calendar days after any election, of the names of all of its officers.

E. The Association shall notify the Board, within ten (10) calendar days after the formation of new committees.

F. Mileage reimbursement will be according to current Internal Revenue Code rate.

G. Teachers shall be paid \$17 per hour for curriculum writing done outside the regular work day.

H. Summer School pay shall be \$25 per hour for teaching.

ARTICLE XXII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIV

SALARY GUIDES

Schedule A for Teachers	-	1994-1995 and 1995-1996
Schedule B for Coaches	-	1994 - 1996
Schedule C for Secretaries	-	1994-1995 and 1995-1996
Schedule D for Assistants	-	1994-1995 and 1995-1996
Schedule E for Custodians	-	1994-1995 and 1995-1996

SCHEDULE A (1 of 2)
MOUNTAINSIDE TEACHERS SALARY GUIDE FOR 1994-95

STEP	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>
1	31,386	\$32,386	\$34,026	\$35,526
2	32,386	33,386	35,026	36,526
3	33,386	34,386	36,026	37,526
4	34,386	35,386	37,026	38,526
5	35,386	36,386	38,026	39,526
6	36,386	37,386	39,026	40,526
7	37,386	38,386	40,026	41,526
8	38,386	39,386	41,026	42,526
9	39,386	40,386	42,026	43,526
10	40,386	41,386	43,026	44,526
11	41,386	42,386	44,026	45,526
12	42,386	43,386	45,026	46,526
13	43,386	44,386	46,026	47,526
14	44,386	45,386	47,026	48,526
15	45,386	46,386	48,026	49,526
16	46,386	47,386	49,026	50,526
17	47,386	48,386	50,026	51,526
18	48,386	49,386	51,026	52,526
19	49,386	50,386	52,026	53,526

MAXIMUM LEVELS

G	50,386	51,386	53,026	54,526
F	51,386	52,386	54,026	55,526
E	52,386	53,386	55,026	56,526
D	53,386	54,386	56,026	57,526
C	54,386	55,386	57,026	58,526
B	55,386	56,386	58,026	59,526
A	56,386	57,386	59,026	60,526

Longevity: 20 years service, 15 of which is in Mountainside - \$900
 24 years service, 18 of which is in Mountainside - \$800
 28 years service, 20 of which is in Mountainside - \$800

NOTE: The 4+30 guide has been eliminated for all new employees after September 1, 1978.

SCHEDULE A (2 of 2)
MOUNTAINSIDE TEACHERS SALARY GUIDE FOR 1995-96

STEP	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>
1	32,555	33,555	35,195	36,695
2	33,555	34,555	36,195	37,695
3	34,555	35,555	37,195	38,695
4	35,555	36,555	38,195	39,695
5	36,555	37,555	39,195	40,695
6	37,555	38,555	40,195	41,695
7	38,555	39,555	41,195	42,695
8	39,555	40,555	42,195	43,695
9	40,555	41,555	43,195	44,695
10	41,555	42,555	44,195	45,695
11	42,555	43,555	45,195	46,695
12	43,555	44,555	46,195	47,695
13	44,555	45,555	47,195	48,695
14	45,555	46,555	48,195	49,695
15	46,555	47,555	49,195	50,695
16	47,555	48,555	50,195	51,695
17	48,555	49,555	51,195	52,695
18	49,555	50,555	52,195	53,695
19	50,555	51,555	53,195	54,695

MAXIMUM LEVELS

H	51,555	52,555	54,195	55,695
G	52,555	53,555	55,195	56,695
F	53,555	54,555	56,195	57,695
E	54,555	55,555	57,195	58,695
D	55,555	56,555	58,195	59,695
C	56,555	57,555	59,195	60,695
B	57,555	58,555	60,195	61,695
A	58,555	59,555	61,195	62,695

Longevity: 20 years service, 15 of which is in Mountainside - \$900
 24 years service, 18 of which is in Mountainside - \$800
 28 years service, 20 of which is in Mountainside - \$800

NOTE: The 4+30 guide has been eliminated for all new employees after September 1, 1978.

SCHEDULE B

STIPENDS FOR COACHES/COORDINATOR/DIRECTOR

	<u>1-2 yrs.</u>	<u>3-4 yrs.</u>	<u>5 yrs. +</u>
Basketball Coach	\$1,500	\$1,750	\$2,000
Asst. Coach	1,000	1,250	1,500
Baseball Coach	1,500	1,750	2,000
Softball Coach	1,500	1,750	2,000
Track Coach	\$1,400	\$1,650	\$1,900
Asst. Coach	600	800	1,000
Soccer	1,400	1,650	1,900
Field Hockey	\$1,000	\$1,200	\$1,400
Volleyball	1,000	1,200	1,400
Tennis	1,000	1,100	1,400
Cheerleading	1,000	1,100	1,200
Play Director	\$2,200		
Cheerleader Advisor	1,100		
Enrichment Coordinator	\$2,200		
Asst. Coordinator	1,000		

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

Verified coaching experience outside of Mountainside may also be considered in classification where experience is, in the opinion of the Superintendent/Board Secretary, applicable and beneficial to the program in Mountainside.

Intramural coaches or extra services will be paid \$25 per diem (session).

Separate checks will be issued for extra curricular activities.

SCHEDULE C

SECRETARIES

	<u>1994-1995</u>	<u>1995-1996</u>
Cronauer	28,263.45	29,817.94
Motherwell	20,510.25	21,638.32
Nugent	20,510.25	21,638.32

SCHEDULE D

ASSISTANTS

	<u>1994-1995</u>	<u>1995-1996</u>
1.	\$ 9.50	\$10.50
2.	\$10.00	\$11.00
3.	\$10.50	\$11.50
4.	\$11.00	\$12.00

SCHEDULE E

CUSTODIANS

	<u>1994-95</u>	<u>1995-96</u>
Ruerup	31,781.87	33,529.88
Vasquez	25,900.25	27,324.76
Longevity Schedule:	After 5 years	\$200
	10 years	\$150
	15 years	\$100

SCHEDULE E - CUSTODIANS (cont.)

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

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1994 and shall remain in full force and effect through June 30, 1996. If either party desires to change, modify or terminate the Agreement, it shall, no later than October 15, 1995, give written notice thereof and furnish a copy of its proposals as provided in Article II, "Negotiations Procedures."

IN WITNESS WHEREOF, the parties subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Mountainside, New Jersey on this 23rd day of May, 1995.

Mountainside Education Association

By: Milan P. Smilorec
President

Joan E. Zimmerman
Secretary

Mountainside Board of Education

By: Frank J. Berger
President

Leon J. Buccaro
Secretary