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AGREEMENT

Between:

MOUNTAINSIDE BOARD OF EDUCATION, MOUNTAINSIDE, NEW JERSEY

and

MOUNTAINSIDE TEACHERS' ASSOCIATION

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JULY 1, 1973, THROUGH JUNE 30, 1975

## TABLE OF CONTENTS

	Page
PREAMBLE -----	1
 ARTICLES	
I    RECOGNITION -----	2
II   NEGOTIATIONS PROCEDURES -----	3
III  ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES ---	5
IV   TEACHER RIGHTS -----	7
V    BOARD RIGHTS AND RESPONSIBILITIES -----	8
VI   GRIEVANCE PROCEDURE -----	9
VII  TEACHER EMPLOYMENT -----	14
VIII TRANSFERS, REASSIGNMENTS, AND PROMOTIONS -----	14
IX   TEACHER EVALUATION -----	15
X    TEACHER WORK YEAR AND SCHOOL CALENDAR -----	16
XI   TEACHING HOURS AND TEACHING LOAD -----	17
XII  NONTEACHING DUTIES -----	19
XIII SICK LEAVE -----	20
XIV  DAYS OFF AND TEMPORARY LEAVES OF ABSENCE -----	21
XV   EXTENDED LEAVES OF ABSENCE -----	24
XVI  SABBATICAL LEAVE -----	26
XVII INSURANCE PROTECTION -----	29
XVIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT ---	30
XIX  DEDUCTIONS FROM SALARY -----	31
XX   SALARY GUIDE -----	34
XXI  INSTRUCTIONAL COUNCIL -----	35
XXII MISCELLANEOUS -----	37
XXIII SEPARABILITY AND SAVINGS -----	38
XXIV FULLY-BARGAINED PROVISIONS -----	38
XXV  DURATION OF AGREEMENT -----	38
 SCHEDULES	
A    SALARY GUIDE FOR TEACHERS 1973-1974	
B    SALARY GUIDE FOR COACHES 1973-1974	
C    POLICY ELIMINATIONS UNDER THIS AGREEMENT	

PREAMBLE

This Agreement entered into this                   thirteenth                   day  
of            March                   , 1973, by and between the BOARD OF EDUCATION OF  
MOUNTAINSIDE, hereinafter called the "Board" and the MOUNTAINSIDE TEACHERS'  
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 Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees and who comprise the unit hereunder as follows:

1. Classroom Teachers
2. Nurses
3. Guidance Counsellors
4. Librarians
5. Learning Disabilities Specialists
6. Social Workers
7. Speech Teachers
8. Remedial Reading Teachers

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

C. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

## ARTICLE 11

### NEGOTIATIONS PROCEDURES

A. 1. The parties agree to enter into collective negotiations in accordance with Chapter 303 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 to 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 shall submit its total contract proposals to the Superintendent of Schools and the Board not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires and such submission of proposals shall constitute the opening of formal negotiations.

3. The Board reserves the right to present proposals of its own as well as counterproposals to those presented by the Association. Such total proposals shall be presented to the Association in writing not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

4. All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instruction and other educational responsibilities.

Negotiations Procedures - cont'd

5. Whenever the Board desires to schedule a negotiations session during regular school hours no teacher 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 Schools 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 during the work day, except as provided in Article III, section G. The foregoing shall not include the individual teacher's duty-free lunch period.

B. The Association and its representatives shall have the right to use the school buildings at reasonable times during nonschool hours for membership meetings. No meeting shall be held without prior approval of the Superintendent or his 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 School Superintendent or his 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 audio-visual 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 audio-visual 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, in each school building, a bulletin board in a designated Teachers' Room.

E. The Association shall have the right to distribute, through the use of teachers' mail boxes, a reasonable amount of material dealing with the

Association Rights, Privileges, and Responsibilities - continued

proper and legitimate business of the Association. The principal or his 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. On the condition that the extra duties of the president of the Association are competently carried out by qualified authorized personnel without any additional cost on the part of the Board, the president of the Association shall enjoy the following rights and privileges:

1. He shall be released from extra duties during the tenure of his office, provided other Association members in the building, voluntarily or by principal assignment, assume those duties. These duties shall include lunchroom, bus, playground, and detention room duties, and service on curriculum and other committees.

2. In the Middle School, the president shall be relieved of homeroom duties if possible.

3. In the lower school (K-5), the president shall be permitted to leave his class while a special is in his room provided, in the judgment of the Superintendent, the president does not require the additional experience to be gained from remaining in the room while the special is there.

ARTICLE IV  
TEACHER RIGHTS

A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or have an increment and/or salary adjustment withheld without just cause in conformance 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.

B. No teacher 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 or 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 Mountain-side School District. No grade or evaluation shall be changed without the notification of the teacher involved. In the event that the teacher concerned does not agree with the proposed change, the administrator making the change must sign it.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

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

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

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

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-tenure 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 teacher, his immediate superior, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Grievance Procedure - cont'd

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.

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 informally 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 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 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 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.

Grievance Procedure - cont'd

2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he 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. His dissatisfaction with decisions previously rendered.
- d. The nature of the resolution sought.

The principal shall communicate his 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 of Schools 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 must be made in writing, reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent 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, the Superintendent 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 his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Board within

Grievance Procedure - cont'd

ten (10) school days after receipt of 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 of Schools. 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 may request through the Association advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association. 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 his 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 opinion shall be advisory in nature only. The costs of the arbitrator shall be borne equally by the Board and the employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

D. Miscellaneous

1. The Association will process all group grievances.

a. If a grievance is building centered, the Association

Grievance Procedure - cont'd

will initiate the grievance at Level One.

b. If the grievance is not centered in a single building, the Association will initiate the grievance at Level Three.

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 1st, unless this is not possible because of emergencies.

ARTICLE VIII

TRANSFERS, REASSIGNMENTS AND PROMOTIONS

During the lifetime of this Agreement, the administration shall continue to post all openings and promotions in the manner which has been utilized heretofore.

## ARTICLE IX

### TEACHER EVALUATION

A. Nontenure teachers will be evaluated at least three (3) times each year by the following dates: December 15, March 1, and March 15. Tenure teachers shall be evaluated at least once during each year. Teachers shall be notified concerning the identity of their evaluator.

B. A written report of the observation and evaluation shall be completed and signed by the evaluator and teacher. The teacher's signature merely indicates his knowledge of the report and does not necessarily indicate his agreement with its contents. A teacher may add his comments to the report. The evaluation report is to be placed in the teacher's personnel file. A copy of the report shall be given to the teacher upon request, prior to the date of the next scheduled evaluation. A conference may be held between the teacher and the evaluator upon the request of either. All formal observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. In the event a complaint regarding a teacher which could adversely affect the teacher's position in the school system is made by a parent or Board member and such a complaint is brought to the teacher by the administration, that teacher shall be informed of the facts and details available, and shall have the opportunity to state his position to the Superintendent.

ARTICLE X

TEACHER WORK YEAR AND SCHOOL CALENDAR

A. The teacher work year shall include a maximum of one hundred eighty-five (185) pupil days, plus two (2) additional work days for current staff members and 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 to the Association prior to the adoption of such calendar by the Board. Upon request the Association may make suggestions to the Superintendent concerning the calendar and request an opportunity to consult with the Superintendent. The Superintendent 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

### TEACHING HOURS AND TEACHING LOAD

#### A. Teacher Day

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 a check mark 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 3:30 p.m. The periods between 8:30 and 9:00 a.m. and 3:00 and 3:30 p.m. are to be utilized for activities related to teaching 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.

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

#### B. Preparation Periods

1. All teachers (with the exception of K-5) will be given a minimum of one preparation period per day. Preparation periods are on-premises planning periods for the teacher. The teacher is expected to engage in such activities during the preparation periods as conferencing with parents, grading papers, preparing instructional material for his classes, working in the library, conferring with special service personnel, and other similar activities. The preparation period is one in which the teacher is freed from direct contact with students to work on matters related to his teaching responsibilities. Reasonable efforts will be made to utilize specialists to provide preparation periods for

Teaching Hours and Teaching Load - cont'd.

teachers in the K-5 schools. In doing this, however, only teachers who in the opinion of the Superintendent are competent in the areas represented by the specialists will be given the preparation period.

C. Substitutes

Substitutes, when available, will be hired for specialists when they are absent, and in no instance will a specialist, assigned to one school(s), be utilized as a substitute for a specialist in another school without a qualified substitute being provided for him or her.

D. Meetings

1. 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 and conferences which shall not exceed two in number each month. These meetings will generally be held on Mondays and shall insofar as possible be adjourned by the administration no later than 4:30 p.m. In addition, in case of emergencies, the administration may schedule additional meetings.

2. All teachers shall be required to attend the back-to-school night and open house programs. In addition, teacher attendance at the following functions shall be required as noted:

a. Music teachers

- 1) Two Middle School vocal and/or instrumental programs
- 2) Two K-5 programs, vocal and/or instrumental
- 3) Two piano recital programs

Teaching Hours and Teaching Load - cont'd

b. Kindergarten teachers

- 1) Orientation program

c. Eighth Grade teachers

- 1) Graduation exercises
- 2) Graduation class trip, or the \*
- 3) Graduation class pool party \*

\*Eighth grade teachers may volunteer for their choices of these events, but, if a sufficient number of volunteers does not permit proper supervision, the principal may appoint specific teachers to specific events.

E. Conferences

When possible and appropriate, the Board will provide some released time for parent-teacher conferences.

## ARTICLE XII

### NONTEACHING DUTIES

A. The Board agrees that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible and practicable, be utilized to this end. In consideration of this philosophy and in accordance with Article XI, A2, A3, and A4 of this contract, the Board agrees to hire necessary nonprofessional personnel for lunchroom, bus, registers, and other nonprofessional duties for all schools in the system.

It is generally felt, however, that a teacher's responsibilities go beyond the classroom, and that there are certain situations (such as lunchroom and bus duty at the Deerfield Middle School) that are enhanced by the presence and control of the teacher.

B. The teacher will monitor any detention that he assigns when he is in charge of his class. Students committing infractions in the hall, lunchroom, bus stops, or other situations in which the teacher is not in charge of the class ~~shou~~ld be referred to the principal's office with an indication of the infraction. Detention assigned by the administration, for these or any other reasons, will not be monitored by the teacher.

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 on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

B. In case of personal illness for full-time employees, an allowance of full pay will be made for eleven (11) school days in any school year, ten (10) of which shall be accumulative. Any of the foregoing ten (10) 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.

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 on account of personal illness for more than three (3) consecutive days.

D. Any teacher who is absent because of an injury or disease compensable under the New Jersey Workmen's Compensation Act should receive from the Board the difference between the workmen's compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided herein.

## 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's office.

2. When a teacher is absent for any reason, the principal shall be notified in sufficient time to procure a substitute teacher. This notification shall take place prior to the opening of the school day, as soon after 7:00 a.m. as possible, except in cases of emergency.

B. Employees shall forfeit their pay for absence from 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 at court, or by reason of court subpoena except when the absentee is a party to the suit, in which case one (1) day with pay shall be allowed.

1. Personal Illness (Covered in Article XIII SICK LEAVE, page 20.)

#### 2. Personal Leave

a. Two (2) days a year of leave may be used for personal matters, noncumulative. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

b. Personal matters mean activities that require the teacher's presence during the school day and are of such a nature that they cannot be attended to at a time when schools are not in session.

c. The Superintendent must be notified in writing on the form provided five (5) days prior to the requested absence. The five (5) day limit may be waived in emergency cases.

Days Off and Temporary Leaves of Absence - Cont'd

d. Personal leave days may be utilized for any of the following reasons:

- 1) Recognition of a religious holiday
- 2) Court subpoena
- 3) Marriage of an employee or marriage in the Immediate family
- 4) Title closing on the employee's home
- 5) Moving
- 6) Required parent's presence at Freshman orientation of a college child
- 7) His own graduation or that of an immediate family member
- 8) Other emergencies or urgent reasons similar to the foregoing for which taxpayers could reasonably be expected to pay a teacher's salary while he utilizes the leave

Reasons not considered valid include, but are not limited to, attendance at class reunions, weddings not in the immediate family, and other nonessential social functions.

e. A personal leave day shall not be granted for a day preceding or the day following holidays or vacations, and the first and last day of the school year, except in cases of emergency.

3. Illness in the Family

An employee is entitled to an annual leave on account of illness in the immediate family for a period of two school days (noncumulative) at full pay.

Days Off and Temporary Leaves of Absence - Cont'd.

4. Death in the Immediate Family or of 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 a 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.

6. Quarantine

No deduction in salary will be made in case of unavoidable quarantine on account 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.

C. Jury Duty and Legal Proceedings

New Jersey Statutes Annotated 69-2 provides that school teachers under contract as full-time teachers while the schools are in session shall 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 at his sole discretion, and not subject to the grievance procedure, may request a waiver of such exemption for jury duty service on behalf of the requesting teacher. In the event such teacher thereafter performs a jury service on a scheduled workday, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs a jury duty.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

1. The Board of Education will grant any female teacher a maternity leave, or a leave for infant child adoption, in accordance with the decision of the Director of the Division of Civil Rights (June 1972):

a. Pregnant teachers will produce certification from their physicians that they are able to continue working.

b. The Board of Education may, at its discretion, require the teacher to submit to a physical examination by the school physician.

c. If the physicians for the teacher and the Board disagree about the teacher's physical condition, then an impartial third physician must be appointed to conduct an examination and make a binding decision on the teacher's physical ability to continue work.

d. The Board of Education may remove the pregnant teacher from her duties if her teaching performance has noticeably declined, or for other just cause.

\* e. The teacher on maternity leave may return to work within the school year in which her leave begins, if she notifies the Board prior to the child's birth of her desire to do so. The teacher may not necessarily be returned to the same position she had prior to the commencement of the leave.

f. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

Extended Leaves of Absence - cont'd

g. A tenured teacher, on maternity leave, must return to her teaching duties by the second September following the year in which the leave was granted.

\* h. The Board of Education is not required to continue the maternity leave of absence of a nontenured teacher beyond the school year for which she is originally hired, or to grant a new contract to the non-tenured teacher on maternity leave.

\* i. All maternity leave is without pay, and the returning teacher will not advance on the salary schedule beyond the level at which she was when the leave was granted. However, a teacher who has completed more than one-half of the school year prior to commencing leave shall upon return to the school system be placed on the next step of the salary guide, providing the teacher does not return within the school year in which the leave was taken. The leave time itself shall not be considered as service time to the district.

\* j. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.

\*These items apply equally to the teacher on leave for infant child adoption.

B. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a teacher's immediate family. The request for such leave must be accompanied by a physician's note stating in detail the necessity for the teacher to care for the sick person.

C. Other Leaves

Other leaves of absence without pay may be granted by the Board in its discretion for good reason. The granting or not granting of such leave shall not be subject to the grievance procedure.

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 and/or education through travel and observation 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 with the Board indicating to what extent leaves of absence may be granted without detriment to the Mountainside School system.

2. The Superintendent must approve all plans for study and/or education through travel and observation.

3. Written requests for sabbatical leaves of absence must be received in the Superintendent'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 no later than December 1.

4. The teacher must have served the Mountainside School system continuously and satisfactorily for a minimum of seven (7) years on a full-time basis.

Sabbatical Leave - cont'd

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) 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 or travel to the Superintendent 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 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

Sabbatical Leave - cont'd

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 a percentage 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 in accordance with the following schedule:

1. For study or education - 65%
2. For travel - 50%

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.

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 as follows:

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

B. It is agreed by and between the parties hereto that where the employee and his family are already covered by the same type of insurance coverage, the employee will not make application nor be covered under the Board's insurance coverage.

C. 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 this matter with the Association prior to any change of insurance carriers.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. When recommended by the Superintendent and approved by the Board, payment will be provided by the Board for the full cost of tuition incurred in connection with approved courses, workshops, seminars, conferences, and in-service training sessions.

B. Payment by the Board for the cost of tuition shall be dependent upon the teacher completing and passing the course of instruction or where grades are given, the teacher receiving a grade of "B" or better.

C. The tuition payments by the Board shall not exceed six credits in any one semester.

D. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the teacher during a sabbatical leave.

ARTICLE XIX

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Mountainside Teachers 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 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. 52:14-159e 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. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

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 Teachers Association to receive dues and distribute according to the organization(s) indicated:

Mountainside Teachers Association \_\_\_\_\_

Union County Conference of Teachers Associations \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Deductions From Salary - cont'd

B. If during the life of this Agreement there shall be any change in the rate of membership dues, 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 the 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. 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

SALARY GUIDE

See Schedule A for Teachers 1973-74

See Schedule B for Coaches 1973-74

ARTICLE XXI

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose. An Instructional Council shall be established and shall meet no later than October 15 of each school year. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the student, the schools, and the community.

2. Membership. The Council shall consist of three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association.

3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, 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 for a rotating chairman 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 shall furnish to the Council, in response to reasonable requests made by the Council from time to time, available public information and data concerning the Mountainside schools which the Council may require in connection with its deliberations. Nothing herein contained shall impose any obligation on the part of the Superintendent to disclose any information which may be classified as privileged and/or confidential. The Superintendent in his sole discretion shall determine the propriety of complying with any of the requests for information by the Council. Any requests for

Instructional Council - Cont'd

Information which are denied by the Superintendent may, at the request of the Council, be reviewed by the Board. The final determination by 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.

C. Budget

On September 1st of each school year the Board shall provide \$200.00 for Council operation.

## ARTICLE XXII

### 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 teachers or pupils in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, or sex.

B. Copies of this Agreement shall be mimeographed and the expenses shall be equally shared between the parties. The Agreement shall be reproduced within ninety (90) 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 provisions of this Agreement, either party shall do so by telegram or certified or registered mail at the following addresses:

1. If by the Association to the Board: 1391 Route 22, 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.

## ARTICLE XXIII

### 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 XXIV

### 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. Board policies that are voided by it are listed in Schedule C. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XXV

### DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1973, and shall remain in full force and effect through June 30, 1975, except for salaries and tuition grants (XVIII) which shall be renegotiated for 1974-75. If either party desires to change, modify, or terminate the Agreement, it shall, no later than October 1, 1974, give written notice thereof and furnish a copy of its proposals as provided in Article II, "Negotiations Procedures."

IN WITNESS WHEREOF, the parties 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 the 27th day of March, 1973

**MOUNTAINSIDE BOARD OF EDUCATION**

BY:

Signed/ Grant Lennox \_\_\_\_\_ President

Signed/ J. M. McDonough \_\_\_\_\_ Secretary

**MOUNTAINSIDE TEACHERS ASSOCIATION**

BY:

Signed/ Andrew R. Ray, Jr. \_\_\_\_\_ President

Signed/ Barbara Woike \_\_\_\_\_ Secretary

MOUNTAINSIDE BOARD OF EDUCATION  
MOUNTAINSIDE, N. J.

SCHEDULE A

SALARY GUIDE FOR TEACHERS

1973 - 1974

<u>Steps</u>	<u>Years</u>	<u>Levels of Training</u>			
		<u>4 Years</u>	<u>4 Years + 30</u>	<u>5 Years</u>	<u>6 Years</u>
0	1	\$8900	\$9400	\$9900	\$10900
1	2	9200	9700	10200	11200
2	3	9500	10000	10500	11500
3	4	9800	10300	10800	11800
4	5	10100	10600	11100	12100
5	6	10450	10950	11450	12450
6	7	10800	11300	11800	12800
7	8	11150	11650	12150	13150
8	9	11500	12000	12500	13500
9	10	11850	12350	12850	13850
10	11	12250	12750	13250	14250
11	12	12650	13150	13650	14650
12	13	13050	13550	14050	15050
13	14	13450	13950	14450	15450
14	15	13950	14450	14950	15950
15	16	14550	15050	15550	16550
16	17	15350	15850	16350	17350

Longevity: 21 years' service, 15 of which is in Mountainside - \$300  
18 years' service, 12 of which is in Mountainside - \$300

Adopted by the Mountainside Board of Education, March 13, 1973

MOUNTAINSIDE BOARD OF EDUCATION  
MOUNTAINSIDE, N. J.

SCHEDULE B

SALARY GUIDE FOR COACHES  
1973 - 1974

Jeanette Sektberg - Deerfield Middle School

Fall Intramurals Directress Soccer and Hockey 10 wks x 2½ hrs = 25 hrs x \$5.50 = \$137.50

Winter Intramurals Directress Basketball and Volleyball 9 wks x 2½ hrs = 22½ hrs x \$5.50 = \$123.75

Spring Intramurals Directress Softball 10 wks x 2½ hrs = 25 hrs x \$5.50 = \$137.50

Charles Carson - Deerfield Middle School

Fall Varsity Coach, Soccer 9 wks x 6 hrs = 54 hrs x \$7 = \$378.00

Winter Varsity Coach, Basketball 9 wks x 6 hrs = 54 hrs x \$7 = \$378.00

Edwin Sjonell - Deerfield Middle School

Fall Asst. Varsity Coach, Soccer 9 wks x 6 hrs = 54 hrs x \$5.50 = \$297.00

Spring Varsity Coach, Baseball 9 wks x 6 hrs = 54 hrs x \$7 = \$378.00

Charles Guinta - Deerfield Middle School

Spring Asst. Varsity Coach, Baseball 9 wks x 6 hrs = 54 hrs x \$5.50 = \$297.00

Bruce Mitzak - Deerfield Middle School

Fall Intramurals Coach, Soccer 9 wks x 4 hrs = 36 hrs x \$5.50 = \$198.00

Eric Luscombe - Deerfield Middle School

Winter Intramurals Coach, Basketball 9 wks x 4 hrs = 36 hrs x \$5.50 = \$198.00

Andrew Ray - Beechwood School

Fall Intramurals Coach, Soccer 9 wks x 2 hrs = 18 hrs x \$5.50 = \$99.00

Winter Intramurals Coach, Basketball 9 wks x 2 hrs = 18 hrs x \$5.50 = \$99.00

Spring Intramurals Coach, Softball 9 wks x 2 hrs = 18 hrs x \$5.50 = \$99.00

Donna Keil - Beechwood School

Winter and Spring After-School Athletics 18 wks x 2 hrs = 36 hrs x \$5.50 = \$198.00

Edward Saks - Deerfield Elementary School

Fall, Winter, and Spring After-School Athletics 27 wks x 2 hrs = 54 hrs x \$5.50 = \$297.00

Edward Saks - Echobrook School

Fall, Winter, and Spring After-School Athletics 27 wks x 2 hrs = 54 hrs x \$5.50 = \$297.00

POLICY ELIMINATIONS UNDER THIS AGREEMENT

ARTICLE III - ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

Eliminates 4135.1 (Use of school buildings and equipment  
by MTA.)

ARTICLE XI - TEACHING HOURS AND TEACHING LOAD

A-2 Eliminates 4116.4 (Lunch Period)

A-3 Eliminates 4116.6 (ARTICLE XII also eliminates this policy.)

B-1 Eliminates 4116.5

ARTICLE XII - NONTEACHING DUTIES

Eliminates 4116.6

ARTICLE XIII - SICK LEAVE

Eliminates 4142 and 4151.1

ARTICLE XIV - DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

B Eliminates 4142, 4150, 4151.2, 4151.3, 4152.6

ARTICLE XV - EXTENDED LEAVES OF ABSENCE

Eliminates 4152.3 (Maternity Leave)

ARTICLE XVI - SABBATICAL LEAVE

Eliminates 4152.1

ARTICLE XVII - INSURANCE PROTECTION

Eliminates 4145

ARTICLE XIX - DEDUCTIONS FROM SALARY

Eliminates item 13 in 4141.1

ARTICLE XX - SALARY GUIDE

Schedule A eliminates 4141 (Salary Guide)

Schedule B eliminates 4143