

**ARTICLE XXIX
DURATION OF AGREEMENT**

A. The provisions of this Agreement shall be effective as of July 1, 2003 and shall remain in full force and effect until June 30, 2006, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article 2 of this Agreement.

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

EDUCATION ASSOCIATION OF NUTLEY

By:_____

its President

BY:_____

its Secretary

BOARD OF EDUCATION OF THE TOWNSHIP OF NUTLEY

By:_____

its President

By:_____

its Secretary

AGREEMENT

between the

NUTLEY BOARD OF EDUCATION

and the

EDUCATION ASSOCIATION OF NUTLEY

JULY 1, 2003 - JUNE 30, 2006

PREAMBLE

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

WITNESSETH:

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

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

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

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ARTICLE I RECOGNITION

A. The Board of Education of the Township of Nutley, hereinafter referred to as the "Board," recognizes the Education Association of Nutley, hereinafter referred to as the "Association," as the representative of certified teachers, nurses, guidance counselors, librarians, child study team members, coaches, summer school teachers, and all positions contained in the attached extra curricular schedules for the purpose of negotiations on matters concerning terms and conditions of employment.

B. In addition to the positions outlined in Section A above, the unit shall include secretarial and clerical personnel and full-time instructional aides, with the exception of the secretary to the Superintendent of Schools, the secretary to the Assistant Superintendent of Schools, the secretaries to the Secretary/Business Administrator and the secretary to the High School Principal.

C. Unless otherwise indicated, the term "employee" when used hereafter in this agreement, shall refer to those employees identified in the negotiating unit defined above.

ARTICLE II NEGOTIATIONS PROCEDURE

A. Association

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

B. Representation

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

C. Meeting Procedures

1. Directing Requests

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

2. Initial Meeting

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

3. Assistance

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

4. Study Committees

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

5. Exchange of Information

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

D. Agreement

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

E. Impasse

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

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by an employee, a group of employees and/or the Association, that there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement.

A grievance shall not include or encompass the following:

a. failure or refusal of the Board to renew the basic teaching contract of a non-tenured teacher

b. failure or refusal of the Board to renew the employment contract of a non-tenured secretary and/or clerical employee

c. matters where a method of review is prescribed by law, or by any rule, regulation, or bylaws of the State Board of Education or the Commissioner of Education, and

d. matters where the Board is without authority to act

B. Procedure

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

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

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

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

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

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

a. The nature of the grievance

b. The results of the grievance discussion

c. The basis of his/her dissatisfaction with the determination

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

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

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

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

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

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

13. In the event an employee is dissatisfied with the determination of the Board, the Association shall have the right to request arbitration by filing written request with the Board within fifteen (15) school days following its determination. In such event, the Board and the Association shall designate an arbitrator within five (5) school days thereafter. If the parties are unable to agree upon the designation of an arbitrator within five (5) school days, the Association may request a list of arbitrators under the rules of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the Board and the employee and shall be enforceable in any court of competent jurisdiction. The arbitrator

shall consider and decide only the issue or issues presented to him/her and he/she shall add nothing to, nor subtract anything from the explicit terms of the Agreement. The cost of the arbitrator's services shall be shared by the Board and the Association, but both shall bear their own other costs.

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

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

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

C. Miscellaneous

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

2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the aggrieved party.

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

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

ARTICLE IV MEMBER RIGHTS

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

employment by reasons of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment

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

C. 1. Any criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

C. 2. Any criticism of a secretary by a supervisor or administrator shall be in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

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

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

C. Non-certified staff members of this unit who are duly elected representatives of the Association Executive Board and/or Representative Council shall be permitted to attend not more than two (2) Association meetings of the Executive Board and Representative Council per month.

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

In all cases, non-certified staff employees who are representatives of

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

D. The Association and its representatives shall be permitted to use school buildings without charge at all reasonable hours for meetings by making requests in accordance with usual practices of the Board. The principal of the building in question shall be notified in advance of the time and place of all such proposed meetings.

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

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

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

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

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees covered by this Agreement, and

to no other organizations.

J. The association president shall have guaranteed time off the last two(2) periods of the school day as necessary for association business. In addition, the President or President's designee shall have available five (5) days release time per year, aggregate, for Association business. Said days shall not be consecutive, except at the end of the year to complete Association business, and shall require three (3) days' written notice to the Superintendent.

K. EAN General Meetings-All personnel covered by this contract shall be released from duty without loss of pay at 3:25 p.m. to attend one (1) general EAN meeting per year and the annual retirement social. The Association will provide ten days' written notice of the date of the general EAN meeting to the Superintendent of Schools.

L. The time after a school day on the 4th Monday in each month shall be reserved for EAN business.

ARTICLE VI WORK YEAR - WORK HOURS

A. Teacher Work Year

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

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

It is incumbent upon teachers to complete their responsibilities during the school year. The Superintendent of Schools may require teachers to report for duty beyond the school calendar without additional compensation when and if responsibilities have not been met. This provision would not apply in circumstances where, due to Board action or inaction, a teacher or teachers is/are prevented from completing his/her/their responsibilities during the school year.

2. The school calendar shall not exceed 185 days.

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

4. Teachers who were first employed after September 1, 1999 may be required to attend orientation programs and activities conducted by the Board for up to three (3) days the week prior to the opening of school. The Association may be allowed to make a presentation for a half day during the three (3) day period. In subsequent years, orientation attendance may be required of any teachers newly hired or hired after the commencement

of each academic year. The orientation programs are in addition to the regular work year of teachers and no compensation will be paid for their attendance.

B. Secretarial/Clerical Work

1. Hours

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

2. Overtime

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

3. Leaving Building

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

4. Coffee Breaks

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

5. Lunch Periods

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

6. Calendar

a. The school year for ten (10) month employees is from September 1st through June 30th, inclusive, with holidays the same as those of the teaching personnel. Ten month elementary secretaries may be required to work up to four (4) days during the last week in August.

b. The school year for twelve (12) month employees is from July 1st through June 30th, inclusive. These secretaries shall be entitled to 18 holidays per year. Twelve month secretaries shall work until 1:00 p.m., without a scheduled lunch, on the day before Thanksgiving recess and the day before Holiday recess. Twelve (12) month secretaries shall work the ten (10) month school calendar during the Holiday recess.

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

7. Vacations

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

(1.) Anyone employed for a period of one year or less, prior to July 1st of any year, shall receive one-half (1/2) day vacation for each month with a

maximum of five (5) days. To be credited with one-half (1/2) day vacation for the month, employment must begin prior to the 15th of said month.

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

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

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

(5.) Any secretary employed more than 25 years prior to July 1st shall receive twenty-two (22) vacation days.

(6.) Vacation for Resigning Employees

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

- 25% for three months
- 50% for six months
- 75% for nine months, etc.

(7.) Active Employees

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

(8.) Employees commencing work on or after July 1, 1994 shall be eligible for the following vacation schedule: Less than 1 year - 1/2 day per month; 1 year - 10 days; 6 years - 15 days; 11 years - 16 days; 12 years - 17 days; 13 years - 18 days; 14 years - 19 days; 15 years - 20 days. In order to be eligible for each level of vacation days, the full number of years noted must have been completed by June 30 of each year.

b. In computing the salary for a period less than ten (10) days of all employees engaged and paid on a twelve (12) month basis, one two hundred and fortieths of a year's salary shall constitute a day's pay, regardless of the number of days in the month in which the vacation is allowed. If a person is entitled to ten (10) days vacation, one-half (1/2) month's salary shall be paid.

c. Credit will be given employees transferred from a ten (10) month position to a twelve (12) month position by action of the Board by using the following method-Multiply the number of years employed by the Nutley Board of Education by 10 -- giving us the total number of months employed. Divide this total by 12,i.e. 10 months for six years-60 months,

divided by 12 months equals five full years of credit. The vacation shall then be granted according to Article VI(B)(7)(a).

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

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

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

A.

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

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

b. All elementary school teachers shall arrive ten (10) minutes prior to the normal arrival time of pupils and shall begin instruction immediately upon pupil arrival. The ten (10) minutes prior to the normal pupil arrival time shall be duty free. Elementary teachers are expected to remain ten (10) minutes after the close of the day's session, except when teachers are required to be available for a longer period of time to assist students with their classroom work problems after school hours or to carry out other school-related activities.

3. A deduction of one-half (1/2) day's pay shall be made after eight (8) tardy marks, and for each tardiness thereafter. Habitual tardiness beyond this point may be considered reason for termination of the contract.

B.

1. The daily teaching load in the secondary schools (grades 7-12) shall

not exceed six (6) periods of pupil contact per day.

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

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

C.

1. Any teacher employed in both morning and afternoon sessions shall be entitled to duty-free lunch period; such duty-free lunch period shall be not less than thirty-five (35) minutes except in emergencies

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

D.

1. If a secondary or elementary teacher covers a class during his preparation period, the first such coverage during the course of any school year shall be performed without any additional compensation. Commencing with the second coverage during a preparation period, teachers shall be paid at the rate of twenty-two dollars and seventy-nine cents (\$22.79) per coverage.

2. At the elementary level teachers shall also be entitled to the twenty-two dollars and seventy-nine cents (\$22.79) per period (after the first) for assuming an additional class up to a maximum of one hundred thirteen dollars and ninety-five cents (\$113.95) per day. If a class is divided among two (2) or more elementary teachers, they shall proportionately share in the above-cited compensation.

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

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

E.

1. The District may schedule faculty meetings on the first Monday of each month, department meetings at the Franklin Middle School on the second Monday of each month, department meetings at the high school on the third Monday of each month, and each meeting shall not exceed one (1) hour in length. Each elementary teacher shall be available for up to five (5) elementary grade level meetings per school year to be called at the Superintendent's discretion on the third Monday of the month. Faculty

members shall not receive compensation for their attendance.

2. Participants in the Superintendent's Advisory Committee, Teachers who are responsible for supervision of central detention, and supervision of Saturday detention shall be compensated as per Schedule D.

F.

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

2. Since the following high school extracurricular activities involve considerable time and responsibility, the teacher sponsors for such activities shall have a reduced teaching load limited to the following maximum;

Dramatic Production	-	4 teaching and 1 Duty period
Yearbooks	-	4 teaching and 1 Duty period and no more than 2 class preparations
Literary Publication	-	4 teaching and 1 Duty period
Senior Class Sponsor	-	5 teaching only

G. Parent-Teacher Conferences

1. Each year two parent-teacher conferences will be scheduled in the fall. They will be scheduled during the same week on half-session days. Both conferences will be held in the evening unless parents need to be accommodated with day conferences.

2. The evening conferences will be scheduled between 6:00-9:00 p.m. Conferences scheduled to accommodate parents will take place at a mutually convenient time for the teacher and the parent.

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

4. Teachers shall not be required to perform childcare.

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

H.

Teachers shall continue to attend evening meetings pursuant to past practice, not to exceed four (4) in any school year.

Compensation for required participation in additional evening meetings up to a total of five (5) shall be at the rate contained in Schedule D - "Committee Participant." There shall be no requirement to work more than

five (5) such evening meetings.

I.

Teachers who volunteer to provide elementary lunchtime supervision during their scheduled lunch period will be compensated as per Schedule D. Teachers who volunteer to provide breakfast supervision will be compensated at the hourly rate of \$22.81.

J.

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

ARTICLE VIII CLASS SIZE

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

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

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

ARTICLE IX NON-TEACHING DUTIES

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

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

**ARTICLE X
TEACHER EMPLOYMENT AND ADMINISTRATION OF
SALARY GUIDE**

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

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

C.

1. Administration of the salary guide shall be a function of the Superintendent of Schools. Requests for consideration of advanced degree placement on the guide must be filed with the Superintendent on or before April 15th for September placement and on or before November 15th for February placement. Final evidence of such change must be submitted to the Superintendent not later than the opening day of school in September and/or January 30th. At that time a contract change will be made, effective September 1st or February 1st. If such evidence is not submitted at the prescribed time, no contract change will be made for that school year. When a teacher who is at maximum on the salary guide is placed in another category by reason of an advanced degree, which new category has additional steps before maximum is reached, the teacher shall be placed at the salary amount corresponding to credited years of experience and appropriate training, except as limited by the dollar amount not granted by the withholding of an increment.

D.

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

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

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

4. "Master's degree" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey State Board of Examiners for certification purposes. Teachers who receive a law degree shall be placed at the MA level on the teachers' salary guide.

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

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

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

8. In-service credits, with prior approval by the Superintendent of Schools, shall be regarded as graduate semester hours for salary purposes; provided, however, for all in-service credit earned after July 1, 2004, the in-service credit has to be earned after the teacher has moved to the next column of the salary guide.

9. Credits earned for in-service workshops shall not exceed five (5) for each salary differential and must have prior approval by the Superintendent of Schools. For all in-service credit earned after July 1, 2002, once a teacher receives credit on the salary guide for the in-service workshop, the in-service workshop shall not be eligible for credit for another column on the salary guide.

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

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

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

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

G. Teachers shall be notified of their contract and salary status for the ensuing year as near to May 15th as is practical.

H. The salaries of all teachers covered by this Agreement are set forth in the Schedules which are attached hereto and made a part hereof.

I.

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

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

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

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

- a.** Absent less than sixty (60) pupil days of a school year-full step.
- b.** Absent from sixty (60) to one hundred thirty-four (134) days-one-half step.
- c.** Absent more than one hundred thirty-four days-no credit.

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

ARTICLE XI SECRETARY EMPLOYMENT AND ADMINISTRATION OF SALARY GUIDE

A. New Appointees

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

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

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

B. Secretaries shall be notified of their contract and salary status for the ensuing year as near to May 15th as is practical.

C.

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

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

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

September.

D. The employment contract of all nontenured secretarial and clerical personnel and full time instructional aides may be terminated by either party by providing the other party with thirty (30) days written notice.

ARTICLE XII TEACHER ASSIGNMENT

A.

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

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

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

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

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

ARTICLE XIII VOLUNTARY TRANSFER OR REASSIGNMENT AND INVOLUNTARY TRANSFER

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

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

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

D. Notice of an involuntary transfer effective at the commencement of a school year shall be provided by June 10 of the previous school year

whenever practicable. Later notice may be necessary where vacancies or shifting in pupil populations develop after that date. Such later notice shall be at least two (2) weeks in advance, except in cases of emergencies.

E. A teacher who is involuntarily transferred shall, upon request, be entitled to a meeting with the Superintendent to discuss the reason(s) for the transfer. If a teacher who is involuntarily transferred is required by the Board (or Superintendent) to take a course(s) in connection with the new position, the Board shall pay for the tuition costs incurred.

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

H. Nothing with respect to transfer shall be subject to grievance or arbitration. Upon request, any teacher meeting with the Superintendent shall be entitled to have an Association representative present.

ARTICLE XIV PROMOTIONS AND VACANCIES

A. Vacancies, promotional and/or otherwise vacant positions covered by this contract shall be adequately publicized by the Superintendent in accordance with the following procedure:

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

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

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

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

5. When positions are posted during the summer the District shall send posting to EAN and shall e-mail those employees who provide their e-mail addresses to the Board secretary prior to the end of the school year. Once the school district's web site is in place, the district need only post the positions on its web site and shall send

said posting to the EAN.

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

ARTICLE XV EVALUATION PROCEDURE

A. Nontenured Teachers

1. Frequency

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

B. General Criteria For All Teachers

1. Open Evaluation

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

2. Evaluation by Certified Supervisors

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

3. Copies of Evaluation

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

C. Evaluation Procedure

1. Reports

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

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

- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written and shall include, when pertinent:
 - (1) Reinforcements of the teacher as evidenced during the period since the previous report.
 - (2) Refinements of the teacher as evidenced during the period since the previous report.
 - (3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein refinements have been indicated.

D. Personnel Records

1. File

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

2. Derogatory Material

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

E. Termination of Employment

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

2. Secretary Evaluation

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

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

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

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

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

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

ARTICLE XVI COMPLAINT PROCEDURE

If any complaint regarding an employee is made to any member of the administration by any parent, student, or other person which is or may be used in any manner in evaluating an employee, the principal or immediate supervisor shall meet with the employee, within ten (10) working days, to apprise the employee of the full nature of the complaint, and they shall attempt to resolve the matter informally. The employee shall have the right to be represented by the Association at any meeting or conference regarding such complaint. The principal or immediate supervisor shall make a written record of the disposition, and a copy shall be sent to the employee and the Superintendent of Schools.

All teachers shall have the right to rebut any such complaint and have such rebuttal placed in their files.

ARTICLE XVII TEACHING FACILITIES

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

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

ARTICLE XVIII SICK LEAVE

A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Non-teaching employees in the unit shall be entitled to ten (10) sick leave days if employed on ten-month calendar. Twelve-month calendar employees shall be afforded twelve (12) days per year.

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

C. Certificate of Absence

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

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

3. Secretarial employees shall send the form to the Superintendent's office along with their weekly time sheets.

4. If an employee is absent, a doctor's certificate may be requested by the Administration and shall be produced within five (5) days before any pay is deducted. If a doctor's certificate is not presented, the employee consents to a payroll deduction for the absence. The Superintendent's discretion as to who is requested to provide a doctor's note shall not be subject to the grievance procedure.

D. 1. Any teacher who retires shall be entitled to pay for unused accumulated sick days. Such pay shall be at the rate of fifty dollars (\$50.00) per day for a maximum of 150 days.

2. Any non-certified employee who retires shall be entitled to pay for unused accumulated sick days. Such pay shall be at the rate of forty dollars (\$40.00) per day to a maximum of 150 days.

3. Payment for above benefits noted in D.1 and D.2 is based on actual retirement (not vesting) after 15 years of service in Nutley. To be eligible for payment, an employee must retire on June 30 unless an earlier retirement is approved by the Board where there exists an unforeseeable emergent change in circumstances which requires an earlier retirement date. Notice of intention to retire must be provided at least one hundred fifty (150) days prior to the date on which the individual intends to retire.

4. Payment shall be made no later than July 31 unless the employee requests payment in the next calendar year.

E. The parties agree to implement a voluntary sick bank which shall not be a part of the parties' collective negotiations agreement as follows:

The District shall recognize and permit the establishment by the Education Association of Nutley (EAN) of a Sick Bank for the purpose of covering employees with catastrophic illness, accident, or accidents with the extension of needed sick leave after they have exhausted all of their accumulated leave. (A catastrophic illness or injury shall be defined as an absence of thirty (30) days or more),

The main purpose of the Sick Bank is to allow employees with real needs for additional days to receive these days with no loss of pay.

Another purpose is to encourage employee responsibility in use of sick days and to make employees fully aware of the impact both financially and educationally of employee absence.

The Sick Bank Committee shall be comprised of the Association President or his/her designee, the Superintendent or his/her designee, and an Association member mutually selected by the Association President and the Superintendent.

The Sick Bank Committee shall operate and maintain the Sick Bank and shall meet semi-annually and /or as needed. Twice-a-year reports (October 15 and May 15) of total days available and total days used shall be reported by to the committee to the employees in the Sick Bank.

Any District employee shall be eligible to enroll in the Sick Bank. All enrollments in the Sick Bank are and henceforth shall remain voluntary. Only employees who are contributors to the Sick Bank shall be eligible to receive days from the Sick Bank.

Employees enrolling in the Sick Bank must contribute two (2) days to the Bank. In order to remain a member of the Sick Bank, they must continue to contribute two (2) days each year. Once the employee has contributed to the Bank those days shall not be returned.

Any employee requesting sick days shall have his/her need reviewed by the Sick Bank Committee. This Sick Bank Committee shall have the right to assign days to said employee depending on: said employee's needs, review of the employee's prior attendance record, the number of days available in the Bank, and the best interest of the District. No employee shall receive more than sixty (60) days in any one contract year (July 1 to

June 30). The Sick Bank shall not extend the allotment of sixty (60) days to any individual under any circumstances. At no time shall the sick bank be allowed to exceed more days than the total in the bank at that given time.

Since all membership is voluntary, any enrolled employee may elect to resign from the Sick Bank at the end of June, or upon termination of employment in the District.

ARTICLE XIX TEMPORARY LEAVES OF ABSENCE

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

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

C. A total of five (5) days personal leave without deduction in salary during a school year may be granted by the Superintendent of Schools and/or Secretary/Business Administrator to an employee. Employees new to the district shall be eligible to receive three (3) rather than five (5) personal days. Upon attainment of tenure or three consecutive complete years plus one (1) day of employment for personnel who are not eligible for tenure, said employees will then become eligible to receive five (5) personal days on an annual basis. Listed as personal leave are the following:

1. Illness in immediate family
2. Death of a close friend or relative not covered in provision B (1 absence)
3. Business appointment
4. Household emergency
5. Marriage (1 absence)
6. Religious holidays
7. Personal to staff member (1 absence only)

D. Any unused personal leave shall be added to the sick leave of the employee for the ensuing year. The maximum number of sick days which employees may accumulate in one (1) year is a total of fifteen (15) days.

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

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

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

ARTICLE XX EXTENDED LEAVES OF ABSENCE

A. 1.a. Requests from tenured employees for leave of absence on account of extended illness, on account of child rearing, preparing for childbirth, adoption, shall be acted upon individually by the Board on the recommendation of the Superintendent.

1.b. Requests from teachers for travel, for study, for teaching in an accredited college, university, private school or other public school shall be acted upon individually by the Board on the recommendation of the Superintendent.

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

3. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.

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

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

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

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

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

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

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

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

Such leaves of absence may be granted only for full-time study or travel which maintains or improves skills in the teaching profession, or for other reasons of value to the school system. Compensation for approved sabbatical leave shall be fifty (50%) percent of the salary earned for the same period of time covering the sabbatical. Recipients of sabbatical leaves of absence shall be required to serve in the Nutley Public Schools for at least two (2) years following such leave, or return all compensation received during the sabbatical leave.

No more than two (2%) percent of the professional staff may be granted a sabbatical leave in any one school year. Requests for consideration for a sabbatical for the next school year must be presented in a letter of intent to the Superintendent of Schools. This letter must be sent on or before December 15th of the year prior to the sabbatical.

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

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

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

ARTICLE XXI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

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

B. Programs

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

1. Expenses for required training

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

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

To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be conducted through the Local Professional Development committee to the extent required by N.J.A.C. 6:A:9-15.1 et seq.

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

3. Innovative Grants where Funding Permits

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

techniques.

C. Tuition Reimbursement

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

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

During the first three years of employment, tuition reimbursement shall be three (3) credits for the first year, six (6) credits in the second and third year. All other teachers are entitled to reimbursement of up to nine (9) credits from July 1 through June 30. A teacher shall be entitled to take no more than six (6) credits in either the fall or spring semesters. Reimbursement shall be at the per-credit rate of \$150.00.

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

**ARTICLE XXII
SUPERVISION OF STUDENT TEACHERS**

A. Mutual Responsibility

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

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

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Teaching Experience

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

2. Voluntary Participation

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

3. Consent

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

4. Assignments

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

5. Assuming Responsibilities

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

6. Eligibility to Teach

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

ARTICLE XXIII PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

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

B. Whenever any civil action has been or shall be brought against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher, the Board shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with cost of appeal, if any, and shall save harmless and protect

such teacher from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses, as set forth in N.J.S.A. 18A:16-6.

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

D. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.

E. The Board shall reimburse teachers for the reasonable costs, to a maximum of two hundred dollars (\$200.00), of any clothing and/or eyeglasses damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment. To be eligible for reimbursement, the teacher must report the assault and loss immediately to the building principal.

ARTICLE XXIV INSURANCE PROTECTION

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

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

C. The Board shall provide a full family dental plan as per the agreement of the parties. The premium cost for said plan will be paid by the Board and the Association. The Board will pay at the rates it paid in 1999-2000 plus 50% of any increases in premium rates that may occur. The Association will pay at the rates it paid in 1999-2000 plus 50% of any increases in premium rates that may occur. The Association payment shall be made by means of payroll deductions to affected employees.

D. New employees who remain in the employ of the Board for a period of two months and work a minimum of twenty hours per week, will be enrolled

by the Board in the above health insurance program as of the beginning of the third month, provided that they apply to the Board for said coverage in the beginning of the first month.

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

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

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

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

I. 1. The Board will provide a prescription plan for employees only. The premium cost will be paid by the Board and the Association. The Board will pay at the rate it paid in 1999-2000 plus 50% of any increases in premium rates. The Association will pay at the rate it paid in 1999-2000 plus 50% of any increases in premium rates. The Association payment shall be made by means of payroll deductions to affected employees.

2. The co-pay provisions of the plan will remain as existed in [1996-97] 1999-2000. All other provisions of the prescription plan shall remain as existed [1993-94 and] during the previous contract.

J. New employees commencing work on or after July 1, 1994 shall not be entitled to prescription insurance coverage and are entitled to employee-only dental coverage. Upon the attainment of tenure or three consecutive complete years plus one (1) day of employment for personnel who are not eligible for tenure, said employees will be entitled to employee-only prescription coverage and family dental coverage.

ARTICLE XXV PERFECT ATTENDANCE

Any employee who attends work on every scheduled work day of his/her work year shall be entitled to a two hundred dollar (\$200) United States Savings Bond for his/her perfect attendance.

Extenuating circumstances resulting in absences for unusual reasons may be allowed without disqualifying an employee from this award. The determination as to the acceptability of these excluded absences shall be at the sole discretion of the Superintendent of Schools. His/her discretion shall be final and binding and not subject to the grievance procedure.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

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

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

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

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

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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

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

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

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

J. In the event that personnel not covered by the recognition clause of the contract perform duties such as class coverage, central detention, Saturday detention or lunch coverage, the Board shall not be required to compensate those personnel at the rates guaranteed to unit members. This provision may not be used by the Board to take away work from unit members.

K. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

ARTICLE XXVII DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Education Association of Nutley, the New Jersey Education Association, the National Education Association, and the Essex County Education Association 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. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Education Association of Nutley by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice sixty (60) days prior to the effective date of such change.

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

ARTICLE XXVIII REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

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

2. Legal Maximum

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

C. Deduction and Transmission of Fee

1. Notification

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

2. Termination of Employment

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

3. Payroll Deduction Schedule

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

4. Changes

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

5. New Employees

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

D. Indemnification and Save Harmless Provision

1. Liability

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

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

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

2. Exception

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

