

September 23, 2004

COLLECTIVE AGREEMENT

Between

The Board of Education
of Mount Laurel Township

and the

Mount Laurel Education Association

For the period

from July 1, 2004

through

June 30, 2007

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ARTICLE 1
RECOGNITION

A. **Unit**

The Mount Laurel Board of Education hereby continues to recognize the Mount Laurel Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for personnel whether under contract or on a per diem, or per hour basis, (not to include substitute teachers), as employed by the Board and to include:

1. Certified Teachers
2. Secretaries
3. Custodians
4. Cafeteria Workers
5. Assistants
6. Library Aides, Nurse Aides, Office Aides, Preschool Handicap Aides, Aides to Classrooms, Aides to Classrooms (Autistic) and Aides to Classrooms (Hygienic)
7. Applied Behavior Analysis Trainers
8. Power School SIS Coordinator
9. Occupational Therapist
10. Technology Facilitator

B. **Definitions**

1. Unless otherwise indicated, the term "Employees", when used hereinafter in this Agreement, shall refer to all certified and non-certified personnel defined hereinabove.
2. Unless otherwise indicated, the term "Support Staff", when used hereinafter in this Agreement, shall refer to all non-certified personnel defined hereinabove.
3. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all certified employees represented by the Mount Laurel Education Association as listed below:

Classroom Teachers
Librarians
Special Subject Teachers
Learning Disability Specialists
Speech Therapists

Nurses
Reading Teachers
Guidance Counselors
Social Workers
Psychologists

4. Unless otherwise indicated the term "Secretaries", when used hereinafter in this Agreement, shall refer to all school district secretarial employees represented by the Mount Laurel Education Association, excluding the following:

- Executive Secretary
- Administrative Secretary
- Assistant to the Assistant Superintendent for Business
- Secretary/Bookkeeper to the Assistant Superintendent for Business

5. Unless otherwise indicated, the term "custodians", when used hereinafter in this Agreement, shall refer to all custodial employees represented by the Mount Laurel Education Association, excluding head custodians, maintenance and grounds employees.
6. Unless otherwise indicated, the term "cafeteria workers", when used hereinafter in this Agreement, shall refer to all cafeteria workers represented by the Mount Laurel Education Association, excluding the cafeteria matron.
7. Unless otherwise indicated, the term "Assistants", when used hereinafter in this Agreement, shall refer to all assistants represented by the Mount Laurel Education Association.
8. Unless otherwise indicated, the term "Aides", when used hereinafter in this Agreement, shall refer to all hourly aides represented by the Mount Laurel Education Association as listed below:

- Nurse's Aides
- Office Aides
- Preschool Handicap Aides
- Aides to Classrooms (Hygienic)
- Aides to Classrooms (Autistic)
- Library Aides

9. Unless otherwise indicated, the term "ABAT", when used hereinafter in this Agreement, shall refer to all Applied Behavior Analysis Trainers represented by the Mount Laurel Education Association.
10. Unless otherwise indicated, the term "Power School SIS Coordinator ", when used hereinafter in this Agreement, shall refer to all Power School SIS Coordinators represented by the Mount Laurel Education Association.
11. Unless otherwise indicated, the term "Technology Facilitator", when used hereinafter in this Agreement, shall refer to all Technology Facilitators represented by the Mount Laurel Education Association.

12. Unless otherwise indicated, the term "Technology Assistants", when used hereinafter in this Agreement, shall refer to all Technology Assistants represented by the Mount Laurel Education Association.
13. All references to the male gender shall apply equally to the female gender.

C. **Employer**

The Mount Laurel Education Association recognizes the Board, the elected representative of the people of the Mount Laurel School District, as the employer of the personnel of the Mount Laurel School District.

D. **Definition of Association**

Reference to the "Association" shall mean the membership of the Mount Laurel Education Association as represented by the officers, executive committee(s), or other duly constituted committee(s) during the term of this Agreement.

E. **Purpose**

It is the purpose of this Agreement to achieve better understanding between the Mount Laurel Township Board of Education and the members of the Mount Laurel Education Association, to provide for a peaceful and mutual adjustment of differences which may arise, and to establish proper standards concerning terms and conditions of employment.

ARTICLE 2
NEGOTIATION PROCEDURE

A. **Date**

The Board and the Mount Laurel Education Association agree to enter into collective negotiations over a successor Agreement in accordance with the N.J. Public Employer-Employee Relations Act of 1968, as amended, in good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall commence and proceed in accordance with the prevailing rules and regulations of the Public Employment Relations Commission or no later than December 15, unless otherwise mutually agreed by the parties, of the preceding calendar year in which this Agreement expires, if the regulations of the aforementioned Commission do not mandate a commencement date.

B. **Meetings**

All negotiation meetings shall take place after the conclusion of the regularly scheduled school hours unless the Board and the Association specifically agree otherwise.

C. **Ratification**

The Mount Laurel Education Association and the Board recognize that a majority of the Board of Education and the Mount Laurel Education Association must ratify all agreements reached.

D. **Renegotiation and Modification**

Any item of this Agreement may be modified or renegotiated, if mutually agreed upon by both parties. Any agreed upon modification shall be in writing, duly executed by both parties.

E. **Sole Representative**

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Mount Laurel Education Association for the duration of this Agreement unless such organization shall represent at least 51% of the total negotiating unit.

F. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE 3
ADMINISTRATIVE REVIEW OF AGREEMENT

- A. Representatives of the Board of Education and the Mount Laurel Education Association's negotiating committee shall meet upon the request of either party given in writing to the other and within fifteen (15) work days of such request for the purpose of reviewing the administration of the Agreement.
- B. Each party shall submit to the other, at least three (3) work days prior to the meeting, an agenda covering matters they wish to discuss.
- C. All meetings between the parties shall take place after the conclusion of regularly scheduled school hours.

ARTICLE 4
EMPLOYEE RIGHTS

A. **Rights and Protection in Representation**

Pursuant to N.J. Public Employer-Employee Relations Act of 1968, as amended, the Board hereby agrees that employees employed by the Board shall have the right, freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities. As a duly elected body exercising governmental power under the law of the State of

New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce employees in the enjoyment of any rights conferred by N.J. Public Employer-Employee Relations Act of 1968, as amended, or other laws of New Jersey and/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 reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint, or proceeding under this Agreement or with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees in Article IV shall be deemed in addition to those provided in this Agreement. Likewise, nothing contained herein shall be construed to deny or restrict the Board in the exercise of any rights which it may have under the New Jersey School Laws or other applicable laws and/or administrative regulations.

C. Fair Dismissal Policy

The Board agrees to adhere to a fair dismissal policy that is in accordance with the then prevailing law of the State of New Jersey with respect to the non-renewal or termination of non-tenure teachers and secretaries.

D. Personal and Academic Freedom

The Board and the Association mutually agree to adhere to prevailing law with respect to the protection of individual rights and the pursuit and exercise of academic freedom by teachers. This is grievable up to the Board of Education Level until such time as the status of the negotiability of the topic changes.

E. Just Cause Provision

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. No support staff employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge a support staff employee during the term of his/her employment contract when the support staff employee's performance and/or attendance negatively affects his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if

consistent with law, and mid-contract discharges consistent with individual contracts.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case by case basis and shall take into account the nature of the offense, the length of service and general employment record of the support staff employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations.

F. **Required Meetings or Hearings**

Whenever any employee is required to appear before the superintendent, the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him at such a meeting.

G. **Suspension of Employees**

1. Any suspension of a teacher pending the certification of charges against him by the Board shall be with pay until such time as the Board certifies said charges or fails to act within the time limits fixed by law. In the event that the Board does certify charges against a teacher, it shall have the discretion to determine whether the continuation of that suspension shall be with pay or without pay for such period of time as permitted by law. If a teacher is suspended without pay and that suspension is subsequently invalidated, the teacher will be paid such compensation as would have been due him had he continued to serve during the period of that suspension, less the amount of any compensation which he may have received during the interim period from other sources.
2. Any suspension of any support staff employee shall be with pay pending completion of the following procedures:
 - a. an investigatory review of any alleged wrongdoing.
 - b. an administrative hearing with the employee and a representative.
 - c. a determination of the superintendent/assistant superintendent of business with respect to discipline.

Any discipline shall be subject to the grievance procedure and commence at the superintendent/assistant superintendent of business level.

H. **Criticism of Employees**

No supervisor, administrator or board member shall humiliate any employee in the presence of students, parents or at public meetings. Likewise, no employee or association representative shall humiliate any supervisor, administrator, or board member in the presence of students, parents or at public meetings. This is grievable

up to the Board of Education Level until such time as the status of the negotiability of the topic changes.

I. **Association Identification**

No employee shall be prevented from wearing pins or other identification of reasonable size indicating membership in the Association or its affiliates.

J. **Evaluation of Students**

The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Mount Laurel Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed by any administrator unless he shall have first made every reasonable effort to consult with the teacher who determined the original grade or evaluation and found that teacher to be unavailable for consultation. Administrative changes of any grade or evaluation shall be recorded as such.

K. **Personnel Files**

An employee, upon written request to the Personnel Office, shall be given permission to inspect his/her official personnel file which is used by the system for his/her evaluation. No material which could adversely affect an employee's employment shall be placed in his/her personnel file unless the employee has been notified in writing and given an opportunity to review the material. The employee 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 understanding that such signature in no way indicates agreement with the contents thereof. The employee 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 designee and attached to the file copy.

L. **Fund Raising**

Employees shall not be required to engage in fund raising. Collection of monies for PTA/PTO or school purposes shall not be considered "fund raising."

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

A. **Information**

For information only the Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district, including but not limited to: Class size, number of specialists, register of certified personnel, tentative budgetary requirements and allocations approved by the county superintendent,

census data, individual and group health insurance premiums and experience figures, names and addresses of all employees, and information in the public domain, or required by law. Annual financial reports and audits, and minutes of all Board meetings shall be available to the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process a complaint.

B. **M.L.E.A. Business**

Representatives of the Mount Laurel Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official M.L.E.A. business on school property before school hours, no earlier than the beginning of the first custodial shift, after school hours or during lunch, provided that this shall not interfere with or interrupt normal school operations provided permission has been obtained from the superintendent, assistant superintendent, or the building principal.

C. **Use of School Buildings**

The Association shall have the privilege of using school buildings at reasonable hours after the conclusion of the teacher work day, on days when school is in session, or when the school is already open for other public use, in accordance with the hours set forth in the prevailing administrative directive concerning use of school facilities by the general public.

D. **Use of School Equipment**

With the approval of the building principal, which shall not be unreasonably denied, the Association shall have the privilege of using within the buildings, school equipment including: typewriters, mimeograph machines, duplicating equipment, calculating machines, classroom computers, and all types of audio-visual equipment after school hours when such equipment is not otherwise in use. Expendable supplies shall be at the cost of the MLEA.

E. **Bulletin Boards**

The Board shall provide a bulletin board in the staff lounge in each school which the Association shall use. The Association shall refrain from posting or displaying any materials at any other location of school property. Copies of all materials to be posted on such bulletin boards shall be given to the building principals but no approval shall be required. In the event the building principal finds the materials to be objectionable, he/she should express his/her concern to the building representative. If the building representative and the principal cannot agree on whether the materials should or should not be posted, the matter will be referred to the MLEA Executive Rep Council Committee. While the matter is being reviewed by the MLEA Executive Rep Council Committee, the materials in question shall not remain on the bulletin Board. If the MLEA Executive Rep Council Committee cannot resolve the dispute, the situation

shall be referred to the District Committee (administrators, supervisors, teachers, and support staff) for the final resolution.

F. **Mail**

The Association shall have the privilege of making reasonable use of the inter-school mail facilities and school mail boxes for any lawful purpose and without the approval of building principals or other members of the administration.

G. **School Calendar**

The Superintendent may submit a proposed school calendar to the District Committee for the next school year on or before February 15. However, the Board shall retain the right to determine the school calendar which shall prevail in the District.

H. The president of the MLEA or his/her designee shall be permitted four (4) release days per year without loss of pay to be present at PERC proceedings or arbitration's. In addition, these days may be used for other Association related reasons with the prior approval of the superintendent.

I. Night custodians who serve as Representatives of the Association shall be permitted to attend ten (10) monthly Executive Representative Council meetings, not to exceed two (2) hours, without loss of pay with prior notice to the immediate supervisor. Night custodians who serve as Association Representatives shall be responsible for the completion of this lost time.

ARTICLE 6
RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement, the Mount Laurel Education Association agrees that the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with applicable law and regulations.

A. To direct employees of the school district in maintaining the efficiency of the school district operations entrusted to the Board, and that the Mount Laurel Education Association shall not participate in any activities that intend to deprive the public of teachers and others represented by the Mount Laurel Education Association.

B. To determine the methods, means and personnel by which such operations are to be conducted.

C. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 7
GRIEVANCE PROCEDURE

A. **Definitions**

1. A "grievance" shall mean a complaint (1) alleging a specific section of the Agreement as to a violation, misinterpretation or inequitable application of the provisions of the Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or practice governing or affecting employees.

2. **Aggrieved Person**

An "aggrieved person" is the person or a group of persons making the claim.

3. **Party In Interest**

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

B. **Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. **Procedure**

1. **Time Limits**

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. Every effort shall be made to respond to a grievance within the applicable time limits. The failure to answer a grievance within the applicable time limit specified herein shall entitle the grievant to proceed to the next level.

2. **Year-End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein

shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practicable.

3. **Level One--Principal and/or Immediate Supervisor**

- a. An employee with a complaint shall first discuss it with his principal and immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally with the principal and immediate superior. In the case of a custodian, he/she shall first discuss the matter with the head custodian. The employee may meet informally with the Superintendent if he so desires with the objective of resolving the matter. If the employee is not satisfied with disposition of the complaint after the informal discussion(s), he may then resubmit the complaint as a grievance in writing specifying details at Level One. In the case of custodians, the written grievance shall be filed with the Supervisor of Buildings and Grounds.
- b. No complaint shall be brought to Level One if thirty (30) work days have lapsed since the alleged complaint occurred.

4. **Level Two--Assistant Superintendent for Business or Assistant Superintendent for Curriculum, Instruction and Assessment**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he may submit the grievance and action taken at Level One in writing to the Assistant Superintendent for Business if a custodial or cafeteria employee or an employee with any payroll-related grievance, or to the Assistant Superintendent for Curriculum, Instruction and Assessment if any other category of employee in this unit. The grievance must be filed at Level Two within five (5) work days after the decision at Level One or within ten (10) work days after the grievance was filed at Level One, whichever is sooner. If the grievance has not been provided to the Association by the grievant, the District shall provide the Association with a copy. Grievances that are initiated as a result of a central administrative decision can be submitted to the grievance procedure at Level Two.

5. **Level Three--Superintendent**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he may submit the grievance and the action taken at Level Two in writing to the Superintendent with a copy to the Association within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner.

6. **Level Four--Board of Education**

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level III, or if no decision has been rendered within five (5) work days after the grievance was delivered to the Superintendent, he may submit the grievance and the action taken at Level III in writing to the Board of Education with a copy to the Association within five (5) work days after the decision at Level III or ten (10) work days after the grievance was delivered to the Superintendent, whichever is sooner.
- b. The grievant shall meet with either the Personnel Committee or the full Board (grievant's choice), the Association and the Superintendent.
- c. The Board shall send a written decision on disposition of the grievance to the grievant and to the Association.

7. **Level Five--Arbitration**

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level IV, or if no decision has been rendered within twelve (12) work days after the grievance was delivered to the Board, he may, within five (5) work days after a decision by the Board or seventeen (17) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. A copy of the written request shall be provided to the Board via the Superintendent. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved employee.
- b. The submission of any matter to arbitration shall be initiated through the filing by the parties seeking arbitration of a written demand therefore with the American Arbitration Association and service of the copy of the same upon the other party. The arbitration shall then proceed in accordance with the then prevailing rules of the American Arbitration Association. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final. Both parties shall abide by the decision of the arbitrator.
- c. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C. 7., b. of this Article. However, the arbitrator shall not be empowered to nullify, expand or modify any provision of this Agreement, nor shall he have the power or authority to make any determination which would be contrary to the then prevailing law of the State of New Jersey or which would require the commission of an act which would be prohibited by law or violative of the terms of the Agreement.

- d. The costs of the services of the arbitrator shall be shared by the Board and the Association.

D. **Rights of Employees to Representation**

1. **Employee and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. If an employee is to be accompanied or represented by a third party, the employee shall notify the person with whom he is to meet, at least one day in advance. When an employee is not represented by the Association, the Association shall have the right to be present at all meetings after the grievance has been filed in writing at Level II, Level III, or Level IV.

2. **Reprisals**

No reprisals of any kind shall be taken by the Board, or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. **Miscellaneous**

1. **Group Grievances**

If, in judgment of the Association, a grievance affects a group or class of employees, the Association may submit in the name of the aggrieved person or persons such grievance in writing to the Superintendent directly and process such grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. Copies of the grievance shall be submitted to the principal parties affected.

2. **Written Decisions**

After a grievance has been submitted in writing at Level I, all decisions rendered at Levels I, II, III, IV, of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level V shall be in accordance with the procedures set forth in Section C., paragraph 7.c. of this Article.

3. **Separate Grievance File**

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

4. **Forms**

Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

6. **Following Directives**

All employees, including the grievant, shall be required to continue to follow all directives of the Superintendent or his representatives regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE 8
WORK YEAR

A. **Teachers**

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-seven (187) days. New teachers to the District who have at least one (1) year of previous public school teaching experience shall work an additional two (2) days in their first year with the District. New teachers who have less than one year of previous public school teaching experience shall work an additional five (5) days in their first year and an additional four (4) days in their second year.
2. The in-school work year for the Child Study Team Leader shall be ten months plus an additional month and a half in the summer. The holiday schedule shall be in accordance with the school calendar as adopted by the Board with one additional summer holiday.
3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
4. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

5. **Additional Summer Work**

- a. The following teaching staff members shall work five (5) days in the period beginning with the day after the last ten month teacher work day in one school year and ending with the day before the first teacher work day in the next school year:

Guidance Counselors at Harrington and Hartford
Reading Specialists except at Harrington
Librarians
Nurses at Harrington

- b. The annual individual services contract of each of the positions listed above will reflect the five (5) additional days. Each of the five (5) additional days will be compensated at that year's per diem rate.
- c. Payment under a. and b. above shall be pensionable if consistent with TPAF rules and regulations.
- d. The following teaching staff members shall work up to three (3) days, as needed, beginning with the day after the last ten month teacher work day in one school year and ending with the day before the first teacher work day in the next school year:

Reading Specialists at Harrington

- e. The following teaching staff members shall work up to two (2) days, as needed, beginning with the day after the last ten month teacher work day in one school year and ending with the day before the first teacher work day in the next school year:

Hartford and Elementary School Nurses

1. In the summer of 2004, these days shall be compensated with compensatory days. Effective with the summer following the 2004-2005 school year, said days shall be compensated at the per diem rate of pay.
- f. There shall be a pool of 20 days for CST summer work. Said assignment shall be mutually scheduled between the CST members and the Assistant Superintendent for Curriculum, Instruction and Assessment.
- g. Time worked by any of the occupants of the above positions worked beyond the number of days shown shall be compensated with compensatory days off.
- h. The parties agree to establish a committee to begin meeting after mutual ratification of the 2004-2007 Agreement with the purpose of reviewing

and coming to agreement on other summer pay situations not covered by the above and other sections of this Agreement.

B. Secretaries

1. The secretaries' holiday schedule shall be in accordance with the school calendar as adopted by the Board. Twelve (12) month secretaries shall have two (2) additional holidays, July Fourth and Labor Day.
2. All twelve (12) month secretaries shall be entitled to vacations with pay according to the schedule as follows:
 - a. Any secretary with less than one (1) year of employment as of July 1 will receive one (1) vacation day for each month worked to a maximum of ten (10) days.
 - b. Any secretary with more than one (1) year of service but less than seven (7) years of service as of July 1 will receive ten (10) vacation days.
 - c. Any secretary with seven (7) years of service but less than fifteen (15) years of service as of July 1 will receive fifteen (15) vacation days.
 - d. Any secretary with more than fifteen (15) years of service as of July 1 will receive twenty (20) vacation days.
 - e. All vacation time will be credited on July 1.
 - f. Credited vacation must be taken within one (1) year of when it was credited. In emergency situations, the Board may allow a carryover of credited vacation days to the next year.
 - g. Secretaries must apply to the building principal at least six (6) weeks in advance of using three (3) or more consecutive vacation days. Application for single vacation day(s) shall be in accordance with personal/emergency personal day usage. All applications are subject to the approval of the superintendent.
 - h. Ten (10) month secretaries promoted from a ten (10) month to a twelve (12) month secretarial position shall have each year of their time in a ten (10) month position computed towards their vacation entitlement. This section applies to current 12 month secretaries who have been promoted in the past from a ten (10) month secretary position. A ten (10) month secretary promoted to a twelve (12) month position must wait to the second July 1st after promotion to have vacation credited. On that July 1st, vacation shall be credited to the employee using the calculation contained above.

- i. Office aides promoted to a 12 month secretary position shall receive one (1) year credit for vacation purposes for every three (3) years worked as an office aide. This section applies to current secretaries who have been promoted in the past from an office aide position.
3. When schools are closed due to inclement weather or because of an emergency, secretarial personnel will not ordinarily report for work. The superintendent may, if he feels conditions warrant it, require that secretaries report for work. On such a day, a supervisory employee will be present during the time when the secretary is present.

C. Custodians

1. Twelve month custodians shall have the holidays listed below. When holidays fall on a weekend, custodians will be given off either Monday or Friday, provided the Friday or Monday is a day when school is not in session.

July Fourth	New Year's Eve
Labor Day	New Year's Day
Thanksgiving	Martin Luther King or President's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Easter Monday
Christmas Day	Memorial Day

If Rosh Hashanah or Yom Kippur are not scheduled school days, this (these) day(s) will be a holiday for custodians.

NJEA Convention: during the two day period, one custodian from each elementary school and two custodians from the upper grade schools shall be permitted one day to attend the Convention. The approval for such leave shall be based upon rotating seniority and the attendee(s) must produce proof of attendance in order to be paid for the day granted.

2. All twelve (12) month custodians shall be entitled to vacations with pay according to the schedule as follows:
- a. Any custodian with less than one (1) year of employment as of July 1 will receive one (1) vacation day for each month worked to a maximum of ten (10) days.
 - b. Any custodian with more than one (1) year of service but less than seven (7) years of service as of July 1 will receive ten (10) vacation days.
 - c. Any custodian with seven (7) years of service but less than fifteen (15) years of service as of July 1 will receive fifteen (15) vacation days. A custodian who receives fifteen (15) vacation days a year will be limited to using no more than ten (10) vacation days after July 1.

- d. Any custodian with more than fifteen (15) years of service as of July 1 will receive twenty (20) vacation days. A custodian who receives twenty (20) vacation days a year will be limited to using no more than fifteen (15) vacation days after July 1.
 - e. All vacation time will be credited on July 1.
 - f. Credited vacation must be taken within one (1) year of when it was credited. In emergency situations, the Board may allow a carryover of credited vacation days to the next year.
 - g. Custodians must apply to the supervisor of buildings and grounds at least six (6) weeks in advance of using three (3) or more consecutive vacation days. Application for single vacation day(s) shall be in accordance with personal/emergency personal day usage. All applications are subject to the approval of the superintendent.
 - h. Exceptions to the limitations on vacation time after July 1 may be granted by the superintendent but his/her decision shall be final. Vacation will not be taken in the full two (2) week period before the week in which school begins.
3. When schools are closed due to inclement weather or because of an emergency, custodial personnel will ordinarily report for work.

D. Cafeteria

1. The in-school work year for cafeteria workers employed on a ten (10) month basis shall be the number of days when student lunches are served plus five (5) days when lunches are not served between September 1 and June 30 of each school year. The total number of work days between September 1 and June 30 shall not exceed 181 days. Work performed in July and August shall be compensated at additional regular pay.
2. When schools are closed due to inclement weather or because of an emergency, cafeteria workers will not report for work.

E. Assistants

1. The in-school work year for assistants shall be the length of the teacher work year, except that new assistants may be required to attend two (2) additional days of orientation in their first year of employment as an assistant.
2. Assistants' attendance shall not be required whenever student attendance is not required due to inclement weather.

F. **Applied Behavior Analysis Trainers**

1. The in-school work year for Applied Behavior Analysis Trainers shall be the length of the teacher work year, except that new Applied Behavior Analysis Trainers may be required to attend two (2) additional days of orientation in their first year of employment as an Applied Behavior Analysis Trainer.

G. **Hourly Aides**

1. **Nurses' Aides**

The in-school work year for hourly nurses' aides employed on a ten (10) month basis shall be 183 days, except with respect to new personnel who may be required to attend two (2) additional days for orientation with additional compensation. See G. 6. with respect to in-service.

2. **Office Aides and Technology Media Aides**

The in-school work year for Office Aides employed on a ten (10) month basis shall be 188 days, except with respect to new personnel who may be required to attend two additional days for orientation with additional compensation. See G. 6. with respect to in-service.

3. **Preschool Handicap Aides**

The in-school work year for Preschool Handicap Aides employed on a ten (10) month basis shall be no less than 181 days, but shall not exceed the teacher work year, except with respect to new personnel who may be required to attend two (2) additional days for orientation. See G. 6. with respect to in-service.

4. **Library Aides, Aides to Classrooms, Aides to Classrooms (Hygienic) and Aides to Classrooms (Autistic)**

The in-school work year for Library Aides, Aides to Classrooms, Aides to Classrooms (Hygienic) and Aides to Classrooms (Autistic) shall be 181 days unless the reason for employment ceases to exist, except with respect to new personnel who may be required to attend two additional days for orientation with additional compensation. See G. 6. with respect to in-service.

5. Hourly Aides' attendance shall not be required whenever student attendance is not required due to inclement weather.
6. In addition to the work years defined in G. 1. through 4. above and H. below, there shall be one (1) in-service day per year. The aide shall be paid at her/his hourly rate of pay for attendance on this day. It shall be the Board's discretion for each title or employee to either direct the aide to attend a scheduled teachers' in-service program or to attend a specialized in-service program offered by the District. Aides who volunteer to attend additional in-service

programs and who are approved for such attendance shall be paid for that attendance at her/his hourly rate of pay for attendance.

H. **Technology Assistants**

The in-school work year for Technology Assistants employed on a ten (10) month basis shall be on hundred eighty-seven (187) days, except with respect to new personnel who may be required to attend two additional days for orientation with additional compensation. Technology Assistants are also covered by the provisions of G. 6. above.

I. **Technology Facilitator**

The work year for the Technology Facilitator shall be 12 months.

J. **Power School SIS Coordinator**

The work year for the Power School SIS Coordinator shall be 12 months.

K. The day before Thanksgiving shall be an early dismissal day for students and staff. All unit members shall dismissed from work after busses depart on the day before Thanksgiving.

ARTICLE 9
HOURS OF WORK

A. **Teachers**

1. **Length of Work Day**

a. **Check-in Procedure**

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.

b. **Arrival and Dismissal Time**

Teachers shall be required to arrive at their teaching posts fifteen (15) minutes prior to the beginning of the school day and to remain for fifteen (15) minutes after the normal student dismissal time. Teachers shall be notified by the principal of their school hours by the opening day of school. Any changes in the hours of the teacher's day made necessary by any extreme emergency shall be made by the Board of Education, providing said changes do not extend the normal school day beyond seven (7) hours and fifteen (15) minutes. Effective September 1, 1999, the normal school work day shall not exceed seven (7) hours,

thirty (30) minutes. The increase in time shall be used for instructional purposes.

2. **Lunch Periods**

- a. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes. Pre-school handicap through grade 4 teachers shall have a duty-free lunch period of one (1) hour.
- b. Teachers may leave the building with permission during their scheduled duty-free lunch periods.
- c. Meetings initiated by administrative personnel will not be called during either the teachers' lunch and/or students' recess periods.

3. **Preparation Time**

- a. **Seventh and eighth grade teachers**
 - 1. Seventh and eighth grade teachers shall, in addition to their lunch period, have individual preparation time of at least one (1) class period during which they shall not be assigned to other duties.
 - 2. In addition to the preparation time set forth in a. 1. above, those teachers having preparation/supervisory periods in the 2003-2004 school year (including teachers of language arts, math, science, social studies, special education, basic skills and reading specialists), as well as other teachers as they become members of teaching teams as determined by the Superintendent or her/his designee shall be assigned to five (5) periods per week which involve such activities as team planning, teacher-to-teacher consultation and emergency coverage. One meeting per month is reserved for an administration/team meeting. Team planning periods may also be used by guidance, and for student/CST/parent or other pertinent issues, as coordinated through the team leader. Teams should meet at least once per week. However, no more than three (3) of these periods in any week should be used for team related meetings or activities. The remaining periods are to be used by the team as it sees fit to allow for team-related discussions, planning and communication.
 - 3. There should be no requirement that team-related meetings take the entire 40 minute period.
- b. Fifth and sixth grade teachers shall, in addition to their lunch period, have preparation time when their classes are receiving instruction from subject matter specialists in music, art, physical education and health.

- c. Teachers of students in Preschool Handicap - grade 4 shall, in addition to their lunch period, have preparation time during the periods their classes are receiving instruction from subject matter specialists in music, art, physical education, and a thirty (30) minute library period. It is understood and agreed that Kindergarten teachers and Preschool Handicap teachers shall not be entitled to library preparation periods.

4. **Meetings**

a. **Faculty**

Teachers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending a maximum of twenty-five (25) meetings during the in-school work year, provided that no more than one (1) such meeting may be scheduled within any given work week. In addition to the aforementioned meetings, new personnel during their first year of employment in the District may also be required to attend six (6) additional meetings during the in-school work year after the end of the regular work day without additional compensation. Each of these six (6) meetings may occur in the same week as a second meeting. All of the meetings previously referred to shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than sixty (60) minutes except in cases of emergency involving the health and safety of students and teacher.

b. **Prior to Holidays and Weekends**

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in case of emergency.

c. **Notice and Agenda**

The notice and agenda for any faculty meetings shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda by submitting said suggestions in writing at least three (3) days prior to the meeting, except in an emergency.

d. **Evening Meetings**

- 1. Teachers may be required to attend no more than three (3) evening assignments or meetings each school year where supervision of students is required without additional compensation. Such meetings or assignments shall run no more than two and one-half (2-1/2) hours and shall end no later than 10:30 p.m.

2. Teachers shall be required to return to school in the evening without additional compensation or release time for the following purposes: Back-to-School Night, Graduation Exercises and one (1) other night used for professional reasons, other than the supervision of students, as directed by the building principal.

e. **Parent-Teacher Conferences**

1. **Pre-kindergarten through Fourth grade:**

- a. **Fall**

There shall be two evening parent-teacher conference sessions in the Fall. All certified teaching staff members in the unit shall attend both evening conferences in their entirety. Certified teaching staff members who miss any session will be charged with a half day absence.

- b. **Spring**

There shall be one evening parent-teacher conference session in the Spring. All staff are required to remain until the conclusion of the regular day for the day on which afternoon conferences are held. For the date of evening conferences, teachers are responsible for two hours either in the afternoon or evening. Time accountabilities are determined in discussion with the building principal.

2. **Fifth through Eighth grade**

There shall be two evening parent-teacher conference sessions in the Fall and one evening parent-teacher conference evening in the Spring. All certified teaching staff members in the unit shall attend all evening conferences in their entirety. Certified teaching staff members who miss any session will be charged with a half day absence.

3. **All teachers**

- a. Evening conferences shall be scheduled from 6:00 p.m. to 8:00 p.m. The two evening parent-conferences in the fall shall not be scheduled on back-to-back nights.
- b. On one evening conference date in the Fall and for the one evening conference date in the Spring, teaching staff members in the unit shall be released 15 minutes after the minimum time to qualify that day as an instructional day under State requirements.

- c. A half day absence shall be charged in the event of a teacher's absence during those days during the parent-teacher conference periods which are minimum instructional days as defined by the State.
- d. All certified teaching staff members are required to be in the building and available during scheduled parent-teacher conference times.

B. Secretaries

1. Length of Work Day

All ten (10) and twelve (12) month secretaries shall work eight (8) hours per day including a sixty (60) minute lunch hour. From July 1 to August 31, twelve (12) month secretaries shall work seven (7) hours per day including a sixty (60) minute lunch hour. The schedule for lunch shall be mutually agreed between employee and immediate supervisor.

2. Overtime

Overtime is defined to mean any time spent at one's regular assigned duties either before or after regular assigned duties either before or after regular daily work (including sixty (60) minutes for lunch period) or on days other than those in the regular work week or regular year. Overtime work shall be voluntary and based upon mutual agreement of the employee and immediate supervisor. Overtime shall be approved by the principal.

3. Compensatory Time

Employees may choose to receive compensatory time in lieu of monetary compensation for each hour of overtime worked at a rate of 1.5 times the number of hours worked as overtime. Use of compensatory time must be approved by the appropriate administrator. Compensatory time cannot be denied without just cause.

C. Custodians

1. Length of Work Day

All twelve (12) month custodians shall work eight (8) hours per day including a duty-free thirty (30) minute lunch. The schedule for lunch shall be mutually agreed between employee and immediate supervisor.

2. Overtime

Overtime is defined to mean any time spent at one's regular assigned duties either before or after regular assigned duties either before or after regular daily work (including the lunch period) in excess of forty (40) hours in any work week.

For the purpose of determining overtime, the following shall count as regular work days: holidays; paid sick days; paid personal days; paid vacation days; and other approved paid leaves. Overtime work shall be voluntary and based upon mutual agreement of the employee and immediate supervisor. Effective after the date of mutual ratification of the 1995-1998 Agreement, the custodian's annual salary will be divided by 2080 to calculate the hourly rate to be used when paying overtime.

3. **Compensatory Time**

Employees may choose to receive compensatory time in lieu of monetary compensation for each hour of overtime worked at a rate of 1.5 times the number of hours worked as overtime. Use of compensatory time must be approved by the appropriate administrator. Compensatory time cannot be denied without just cause.

4. **Call Back Time**

Call back time is when any custodian is called back to work to handle an emergency or security situation.

D. **Cafeteria Assistants**

1. **Length of Work Day**

All full time cafeteria workers shall work six and one-half hours (6.5) per day with a guaranteed duty-free thirty (30) minute lunch period.

2. **Coffee Breaks**

Cafeteria Workers shall be entitled to one (1) fifteen (15) minute coffee break per day.

E. **Assistants**

1. The work day for a full-time assistant shall be six and three-quarter (6.75) hours per day with a guaranteed duty-free 30 minute lunch period. Full-time assistants shall, in addition to their lunch period, have preparation time of 20 minutes during which they shall not be assigned any other duties.

2. There may be part-time assistants at either six (6) or three (3) hours per day. Six (6) hour part-time assistants shall receive a guaranteed duty-free thirty (30) minute lunch period. Part-time assistants shall receive one (1) fifteen (15) minute coffee break per day.

3. Overtime shall be approved by the principal.

F. **Applied Behavior Analysis Trainers**

1. The work day for an Applied Behavior Analysis Trainer shall be seven (7) hours per day with a guaranteed duty-free 30 minute lunch period.
2. Overtime shall be approved by the principal.

G. **Hourly Aides**

1. **Length of Work Day**

- a. All hourly nurse's aides shall work seven (7) hours per day.
- b. All hourly office aides shall work seven (7) hours per day.
- c. All hourly preschool handicap aides shall work six (6) hours per day.
- d. Aides to Classroom (Hygienic) shall work six (6) hours per day.
- e. Aides to Classrooms (Autistic) shall work three (3) or six (6) hours per day.
- f. All Hourly Aides to Classrooms shall work three (3) or six (6) hours per day.
- g. All Library Aides shall work Three (3) or six (6) hours per day.

H. **Technology Assistants**

All Technology Assistants shall work five (5) hours per day, as mutually scheduled. Overtime shall be approved by the Assistant Superintendent for Curriculum, Instruction and Assessment.

ARTICLE 10
SALARIES

A. **Ten Month Employees**

1. **Method of Payment**

a. **Ten (10) Month**

Each employee employed on a ten month basis shall be paid in twenty (20) equal semi-monthly installments.

b. **Summer Pay Plan**

A ten (10) month employee may elect to have ten (10%) percent of his salary deducted from his pay. Said monies will be sent to a bank, selected by the Board, where the amounts deducted from each ten (10) month employee will be deposited in an interest-bearing statement savings account in the name of each individual participant. A ten (10) month employee who desires to withdraw from the plan must notify the Board Secretary, in writing, one (1) month in advance of the withdrawal date. A ten (10) month employee who withdraws from the plan may not enter again until the following school year.

c. **Exceptions**

When a payday falls on or during a school holiday, vacation or weekend, ten (10) month employees shall receive their paychecks on the last previous working day.

d. **Final Pay**

Each ten (10) month employee shall receive his final pay, and the pay schedule for the following year (if available) on his last working day in June.

2. **Teachers**

a. The parties do hereby agree that the compensation of teaching staff members for this Agreement's school years shall be computed in accordance with Schedule E attached hereto.

b. **Salary Level Adjustment**

Salary level adjustment as a result of receipt of earned academic credits or degree will be made retroactive to September 1 or February 1. Salary level adjustments for September shall be made by September 1 as long as all supporting documents are received on or before June 30th.

Requests for adjustments must be in writing, include all supporting documents, and be received on or before October 1 or February 1. The Board will accept grade verification until an official transcript is available. Official transcripts shall be returned to the employee.

c. **Extra Curricular Activities**

1. **Approved Activities**

All extra-curricular activities must be approved by the Board of Education.

2. **Salary**

The Board of Education will pay for extra-curricular activities in accordance with Schedule A.

- a. Payments at \$750 or more shall be issued by separate check. Any payment less than \$750 shall be made as part of the regular payroll.
- b. Schedule A positions shall be paid two times per year (December 15 and May 30) with the following exceptions:
 - 1. HMS Interscholastic Sport Coaches will be paid on October 30, February 28 and May 30
 - 2. STEP Music/ART, Harrington Intramurals, Harrington Performing Arts, Hartford will be paid on the pay schedule after submitting vouchers.

d. **Additional Assignments**

1. **Approved Assignments**

All additional assignments must be approved by the Board of Education.

2. **Salary**

The Board of Education will pay for additional assignments in accordance with Schedule B.

- a. Schedule B positions shall be paid two times per year (December 15 and May 30) with the following exceptions:
 - 1. Summer Curriculum, Home Instruction, In-Service Pay, Workshop Presenters will be paid on the pay schedule after submitting vouchers.

e. **Presenters**

1. **In-Service Presenter**

Employees approved to be in-service presenters within the District and within the school day shall be paid in accordance with the rates set forth in Schedule B.

2. **Workshop Presenter**

Employees approved to be workshop presenters, after the regular work day, in the evening, and during summer months shall be paid in accordance with the rates set forth in Schedule B.

f. **Extra-Curricular Club Activities**

1. A “club” is school sponsored and student selected. It takes place outside the regular school day, does not supplant the curriculum, but could be an extension of the approved curriculum, enables pupils to explore a wider range of individual interests than might be available in the regular curriculum program, and meets social, physical and/or intellectual needs.
2. The Board agrees to provide a system of remuneration for extra-curricular club activities as follows:

Club Pool Funds

2004-2005	2005-2006	2006-2007
\$21,938	\$23,013	\$24,141

School Allocation of Pool

School	2004-2005	2005-2006	2006-2007
Harrington	\$6,581	\$6,904	\$7,242
Hartford	\$6,581	\$6,904	\$7,242
Elementary schools*	\$8,775	\$9,205	\$9,656

Elementary Allocation Formula

*50% of the elementary pool is divided equally among the schools and 50% is allocated based on grade 1-4 student population.

Club Stipends

Stipends for the after school extra-curricular club activities shall be provided in accordance with the following compensation chart:

NUMBER OF MEETINGS	2004-2005	2005-2006	2006-2007
20-25	960	1000	1050
15-19	720	760	790
10-14	485	510	540

A meeting is one hour. If the meeting lasts for two hours, it will count as two meetings.

The final decision to approve and to fund clubs is the responsibility of the Board of Education. The Board is not obligated to spend all of the allocated funds in any given year or to carry over any unused funds from one year to the next.

3. If there are insufficient club monies for all requests in a building, the principal will ask teachers to reconsider restructuring their club proposals in order to free up monies for other clubs. Only the applying teacher can alter the club proposal. As with the initial submission, the final decision to approve and to fund clubs is the responsibility of the Board of Education.
4. A teacher may oversee more than one club.

g. **Procedures for Approval of Extra Curricular Clubs and All Other After School Activities**

1. A teacher interested in conducting a club or after school activity shall obtain the appropriate form from his principal.
2. The teacher shall submit the completed form to the principal for review and recommendation by June 1 of the prior school year. The principal shall advise the teacher in writing of the recommendation that will be indicated on the form.
3. The principals shall submit all completed club/after school activity forms to the Personnel Office by July 31 for recommendation. Even forms which include a recommendation by the principal for non-approval shall be forwarded to the Personnel Office.
4. The Personnel Office shall include the recommended clubs/after school activities in the agenda for approval at an August Board meeting. A list of clubs/activities submitted by teachers but not recommended for approval by the Superintendent will be included in the information presented to the Board. A list of clubs/activities approved by the Board shall be submitted to the Assistant Superintendent for payment.

h. **Child Study Team**

1. Members of the Child Study Team, including the Speech & Language Therapists at half the per case rate, who work beyond the normal school year shall be compensated on a per case basis at: \$275 for 2004-2005; at \$288 for 2005-2006; and, at \$302 for 2006-2007.
2. The Board of Education shall set aside the sums of money set forth herein below as conference pool for use by members of the district's child study team for attendance at professional

conferences, workshops and seminars which have been approved in advanced by the superintendent or his designee with a total team allowance of \$3,163 for 2004-2005; at \$3,318 for 2005-2006; and, at \$3,480 for 2006-2007.

i. **Summer Employment**

Teachers shall be paid at the following hourly rates: \$41 for 2004-2005; a \$43 for 2005-2006; and, at \$45 for 2006-2007.

3. **Ten (10) Month Secretaries**

The parties do hereby agree that the compensation of ten (10) month secretaries for this Agreement's years shall be computed in accordance with Schedule E attached hereto. If a ten month secretary is directed by the Superintendent or his/her designee in writing to work on a day which is not part of her/his work regular work year, she/he shall be paid at her/his per diem rate for the day. If a ten month secretary volunteers to work on a day which is not part of her/his work regular work year and is approved in writing by her/his supervisor, she/he shall be paid at the secretary substitute rate for the time worked.

4. **Cafeteria Workers**

The parties do hereby agree that the compensation of cafeteria workers for this Agreement's years shall be computed in accordance with Schedule J attached hereto.

Each cafeteria worker shall have a uniform allowance of one hundred fifty dollars (\$150) per year.

5. **Applied Behavior Analysis Trainers**

The parties do hereby agree that the compensation of Applied Behavior Analysis Trainers for this Agreement's years shall be computed in accordance with Schedule G, attached hereto.

6. **Hourly Aides**

a. The parties do hereby agree that the compensation of Hourly Aides for this Agreement's years shall be computed in accordance with Schedule H attached hereto.

b. Aides to Classrooms (Hygienic) will be compensated at 15% above their placement on the Hourly Aides' guide. Anyone who held the position of Aide to Exceptional Student in the year 2003-2004 will be grandfathered and receive 10% of the top step of the Hourly Aides' Guide as long as they continue in the position of Aide to Classroom (Hygienic).

- c. Aides to Classrooms (Autistic) will be compensated at 15% above their placement on the Hourly Aides' guide.
- d. When an hourly aide fills in for an Aide to Classrooms (Autistic) or an Aide to Classrooms (Hygienic), she/he shall be paid the relevant higher-paid aides' rate for all such time worked.

7. **Technology Assistants**

The parties do hereby agree that the compensation of Technology Assistants for this Agreement's years shall be computed in accordance with Schedule I attached hereto.

B. **Twelve (12) Month Employees**

1. **Method of Payment**

a. **Twelve (12) Month**

Each twelve month employee shall be paid in 24 equal semi-monthly installments.

b. **Exceptions**

When a payday falls on or during a school holiday, vacation or weekend, twelve (12) month employees shall receive their paychecks on the last previous working day.

2. **Secretaries**

a. The parties do hereby agree that the compensation of twelve (12) month secretaries for this Agreement's years shall be computed in accordance with Schedule E attached hereto.

b. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly pay after forty (40) hours.

3. **Custodians**

a. The parties do hereby agree that the compensation of Custodians for this Agreement's years shall be computed in accordance with Schedule F attached hereto

b. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

c. Call-back time shall be paid at the rate of one and one half (1-1/2) times the regular hourly rate of pay for a minimum of three (3) hours.

d. **Black Seal Compensation**

All holders of a Black Seal license shall be paid an annual stipend of \$750 for 2004-2005; at \$800 for 2005-2006; and, at \$850 for 2006-2007. Half the stipend shall be paid on December 15 and half the stipend shall be paid on June 15. An employee must be on staff and possess the license by October 1 in order to receive the December 15 stipend and on staff and possess the license by April 1 in order to receive the June 15 stipend.

ARTICLE 11
USE OF PERSONAL AUTOMOBILE

A. **Mileage Reimbursement**

Employees who may be required to use their own automobile in the performance of their duties to attend conferences and workshops and employees who are assigned to more than one (1) building per day shall be reimbursed for all such travel at the IRS rate.

B. **Automobile Insurance**

Whenever an employee's vehicle is damaged in a collision or accident that occurs in the course of the use of the vehicle for approved school purposes, the district shall reimburse the employee only the deductible portion of the employee's auto insurance coverage, up to a maximum of \$500.00. Employees who use their cars for school business must have their vehicles insured in the amounts statutorily required by the State of New Jersey.

C. **Designated Parking Spaces**

Two (2) designated parking spaces shall be provided at each school to cover the personnel who travel between buildings.

ARTICLE 12
EMPLOYMENT

A. The Board of Education will notify all employees of their contract and salary status for the ensuing year as soon as possible after the Board meeting for April but no later than the statutory deadline.

B. Employees shall return contracts within fourteen (14) calendar days.

ARTICLE 13
ASSIGNMENT

A. **Notification**

1. **Date For Presently Employed Employees**

Employees shall be given written notice of changes in their schedule, class and/or subject assignment, room/shift and/or building assignment for the coming year as soon as practical.

2. **Revisions**

In the event that changes in such schedules, shifts, class and/or subject assignments, and room and/or building assignments are proposed after August 1, any employee affected shall be notified promptly in writing and, upon request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the employee affected and, at his option, a representative of the Association.

B. **Traveling**

Schedules of employees, except custodians, who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel.

ARTICLE 14
REASSIGNMENT, TRANSFERS, PROMOTIONS

The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the Board of Education and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board of Education in regard to such matters. In order to assist the Board in performing this function, as well as to make available as many opportunities as possible for transfers and promotions within the school system, the parties agree to the procedural provisions hereinafter set forth.

A. **Voluntary Transfers and Reassignments**

1. An employee who desires a change in grade and/or subject assignment, shift, or who desires to transfer to another building may file a written statement of such desire with the principal by February 1st. Such statement shall include the specific grade, subject or building to which he desires to be transferred and the reason(s) to support his request.

2. Employee request for voluntary transfers shall be granted when, in the judgment of the administrative staff, the transfer would be in the best interest of the school system.
3. The Superintendent shall deliver to the Association and post known vacancies as they occur.
4. The wishes of current custodians for a change in work shift/area shall be considered before any vacancy is filled.

B. Involuntary Transfers and Reassignments

Notice of involuntary transfer or reassignment shall be given to an employee as soon as feasible. The Superintendent will offer an opportunity to meet to discuss the pending decision before the transfer or reassignment is finalized.

C. Promotions

1. The Personnel Office will have posted on the staff bulletin boards vacancies of a promotional nature which involve a salary differential and/or an administrative or supervisory position. Shift vacancies for custodial positions shall also be posted. Consideration shall be given to regularly employed employees in the Mount Laurel School District, providing a written letter of interest is filed within 5 working days with the Personnel Office.
2. Appointment to a promotional position will be dependent upon whether, in the judgment of the Superintendent, the employee has the training, qualifications and requisite skills necessary to meet the needs and requirements of the position.
3. Nothing contained herein shall restrict the Board from filling promotional vacancies with persons other than those employed in the school district.

ARTICLE 15
EVALUATION

A. Open Observation

All observations of the work performance of an employee shall be conducted openly and will full knowledge of the employee.

B. Evaluation of Tenured Teaching Staff Members

An employee shall be given a copy of any class visit or evaluation report prepared by his evaluators after or during any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon

without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

All evaluation conferences shall be held between the evaluator and the employee within fifteen (15) days of the observation. The employee shall sign all completed evaluation forms within five (5) days of receipt of the report. An employee may submit, if he desires, a rebuttal within fifteen (15) days after receipt of the report.

C. **Evaluation of Non-Tenured Teaching Staff Members**

Timetable for Observations and Evaluation reports:

ACTIVITY	DATE
First evaluation Observation Conference Report Rebuttal Period Timeline Completed	By November 1 By November 10 By November 20 Between November 20 and November 30 December 1
Second evaluation Observation Conference Report Rebuttal Period Timeline Completed	By January 29 By February 8 By February 18 Between February 18 and February 28 March 1
Third evaluation Observation Conference Report Rebuttal Period Timeline Completed	By April 1 By April 10 By April 20 Between April 20 and April 30 May 1

The Board of Education reserves the right under school law to conduct observations and prepare evaluations through its certified supervisors beyond the minimum number set by law.

D. **Standardized Tests**

Results of standardized tests used for evaluating students shall not be used solely to evaluate teacher performance.

ARTICLE 16
TEMPORARY LEAVES OF ABSENCE

A. **Types of Leave**

Employees shall receive the following temporary leaves of absence with full pay.

1. **Personal**

- a. Three (3) days of leave of absence for personal, legal, business, household or family matters that cannot be handled at other than school time for teachers, secretaries, custodians, cafeteria workers, assistants and hourly aides. Application to the employee's principal or other immediate superior for personal leave shall be made at least four (4) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than indicating on the Absence and Leave form that such leave shall be for one of the aforementioned reasons. All unused personal days shall convert to accumulated sick leave on June 30 each year.

2. **Professional**

- a. Teachers shall receive up to two (2) professional days for the purpose of visiting other schools, attending meetings or conferences of an educational nature. Applications to the teacher's principal or other immediate supervisor for permission to take professional leave shall be made at least three (3) days before taking such leave. A written summary of the visit will be submitted to the assistant superintendent.
- b. Secretaries shall receive up to one (1) professional day for the purpose of attending meetings or conferences of an educational nature related to their duties in the District. Applications to the secretary's supervisor for permission to take professional leave must be made at least three (3) days before taking such leave. A written summary of the activity will be submitted to the supervisor.
- c. The Board agrees to pay for the cost of registration for an employee to attend a professional or job related conference when the employee's attendance is requested by the administration. If an employee is requested in writing by an administrator or supervisor to attend a professional workshop/training the employee will not use their own professional time and it will be counted/credited/charged as District time.

3. **Out of District Presentations**

Up to two (2) non-chargeable days shall be granted for the purpose of presenting professional workshops of an educational nature in surrounding

districts, if the district requesting this service agrees to cover the cost of the substitute. Honorariums offered for the preparation time involved shall not be regulated by the Board.

4. **Legal**

Appearances in any legal proceedings on behalf of, or at the request of the school district or which relate to claims other than those made by the employee against the school district, which relate to or arise from the employee's employment in the school district.

5. **Bereavement**

Up to five (5) days at any one time in the event of death of any employee's spouse, child, parent, brother, sister or grandchild or any other member of the immediate household.

Up to three (3) days at any one time in the event of death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent.

Employees shall be granted up to one (1) day in the event of death of an employee's friend or relative outside the employee's immediate family as defined above.

In the event of the death of a teacher or student in the Mount Laurel School District, the principal or immediate superior of said employee or student shall grant two (2) employees sufficient time off to attend the funeral.

6. **Marriage and Honeymoon**

Up to five (5) consecutive work days for teachers for the purpose of marriage and honeymoon, three (3) days of which are to be charged as personal days- the remaining two (2) days to be taken without pay.

7. **Good Cause**

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

8. **In Addition to Sick Leave**

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the employee is entitled.

B. **Sick Leave**

1. **Notification of Accumulation**

By October 15th, each employee shall be apprised of the amount of unused sick leave including the ten (10) days for ten (10) month employees or twelve (12) days for twelve (12) month employees for the current year. This information is to be provided on an appropriate form.

2. **Credit for Accumulated Sick Leave Plan**

The Board shall accept one half (1/2) the number of sick days [maximum total of ten (10) accumulated by all newly hired teachers during their most recent employment.

ARTICLE 17
EXTENDED LEAVES OF ABSENCE

A. **Military**

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States during a time of national conscription for the period of said induction or initial enlistment.

B. **Additional Leave**

Other leaves of absence without pay may be granted at the discretion of the Board.

C. **Disability Due to Pregnancy**

1. Leaves for disability due to pregnancy shall be covered as any other sickness or illness under sick leave.
2. The Board reserve the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom if, after her pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical activity shall be deemed so impaired if any of the following occurs:
 - a. The pregnant employee after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
 - b. The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to perform her duties or;

- c. If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, by the Burlington County Medical society, certifies that, in his opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.
3. In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement, by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.
4. The Board may require, as a condition of the employee's return to service, a certificate from a physician certifying that the employee is medically able to resume her duties.

D. Child Rearing

1. Any employee seeking a leave of absence for reasons associated with child rearing shall file a written request for such leave with the Superintendent at least forty-five (45) days in advance of the date on which said leave is to commence, which request shall likewise specify therein, at the employee's option, whether the leave will terminate February 1 or September 1 that said employee proposes to return. In the case of adoption, the employee shall provide written notification of the earliest likely date of adoption at least 45 days in advance of that date. In addition, the employee shall provide the Superintendent written notification of the actual date of adoption as soon as that date is known unless time does not allow. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the program to which the employee was assigned.
2.
 - a. A leave of absence of child rearing for a tenured employee shall not exceed a total of twenty-four (24) months (including July and August).
 - b. A leave of absence not to exceed twelve (12) months (including July and August) shall be granted to employees (other than teachers and secretaries, who are covered by 2. a. above or 3. below) who have completed at least three years in a unit position as of the date of commencement of such leave.

3. Such leave for non-tenured teachers and secretaries and employees who have completed less than three (3) years of employment in a unit position as of the date of commencement of such leave shall not extend beyond the end of the current school year in which the leave is to commence.
4. After the grant of leave to any employee pursuant to the provisions of Part D. of this Article, the Board will give reasonable consideration to requests from the employee for either the extension or reduction of the period of leave so granted, provided that the employee requesting same makes written application for such adjustments to the Superintendent of Schools. All requests for an extension or reduction of a child-rearing leave of absence must be submitted by April 1. No employee, however, shall be eligible for a successive child-rearing leave unless he/she has worked a minimum of one full school year (September - June) between child-rearing leaves.

E. **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 the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. **Return From Leave**

1. **Salary**

- a. Upon return from Military Leave, Section A. of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule of the level he would have achieved if he had not been absent.
- b. An employee upon leave pursuant to Section B, C, D and E of this Article shall be placed on the next step of the salary guide which was applicable before the leave commenced, if the ten (10) month employee is in a pay status for at least eighty-five (85) days or the twelve (12) month employee is in a pay status for at least one hundred twenty (120) days.
- c. Military leave, child rearing leave, and illness in the family are all without pay.

2. **Benefits**

- a. During military leave, child rearing leave, or illness in the family leave, the employee's insurance benefits are not covered by the Board.
- b. All contractual benefits to which an employee was entitled at the time of his leave of absence commenced including unused, accumulated sick leave, shall be restored to him upon his return, in accordance with the

current negotiated Agreement, and he shall be assigned to the same position which he held at the time of said leave commenced if available or, if not, to an equivalent position.

G. **Extensions and Renewals**

All leaves or extensions shall be applied for in writing and granted in writing.

ARTICLE 18
INSURANCE PROTECTION

- A. 1. The Board shall provide a health care insurance package to eligible unit members and their dependents. Effective July 1, 2004, the insurance plan for those eligible unit members as defined below shall be the AETNA Choice QPOS and HMO options as detailed in the document exchanged by the parties on April 22, 2004. The Board reserves the right to determine the provider of the health care package and the rates to be paid.
2. "Eligible unit members" are defined as teachers who work half (1/2) time or more and any employee filling one of the following positions at least twenty (20) hours per week: secretaries, custodians, cafeteria workers and pre-school handicap aides. Any assistant who was covered by health insurance during 1994-1995 and who continues to be employed in a position for at least 20 hours per week will continue to be an "eligible unit member."
3. a. Effective for employees hired after the date of mutual date of ratification of the 1995-1998 Agreement but before July 1, 1998, an otherwise eligible employee under 2. above shall be eligible for Board-paid single coverage under 1. above. Said employee shall be eligible for Board-paid family coverage under the terms of 1. above on the first of the month which is three years after initial employment in the District. Such employees may buy-in to other enrollment levels under procedures established by the Administration.
- b. Effective on July 1, 1998, an otherwise eligible employee under 2. above hired on or after July 1, 1998 shall be eligible for Board-paid single coverage in the available Point-of-Service plan or HMO. Said employee shall be eligible for Board-paid family coverage in the available Point-of-service plan or HMO on the first of the month which is three years after initial employment in the District. Such employees may buy-in to other enrollment levels under procedures established by the Administration. On the first of the month which is five years after initial employment in the District, said employee shall be eligible for Board-paid coverage under any available plan under the same terms as employees hired before July 1, 1998.

- c. Effective July 1, 2002, the Board shall contribute 100% of the single enrollment premium for all new employees otherwise eligible for insurance under A. 1., A. 2., and A. 3. a. or A. 3. b. and who are in their first three years of employment with the District. The Board shall also contribute 25% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her first year of employment; 50% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her second year of employment; and, 75% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her third year of employment. A "year of employment" is defined to mean twelve months commencing on the first day of work for a first day teacher, or the first anniversary date of initial employment or the second anniversary date of initial employment, as relevant.
- B. The Board shall provide to each newly hired full-time employee a description of the health care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage.
- C. Employees who retire or have retired after the 1980-81 school year in good standing from the Mount Laurel School District and in accordance with the rules and regulations of the Teacher Pensions and Annuity Fund or Public Employees Retirement System shall be permitted to continue at their own expense participating in the group health services plan. Such participation shall be subject to the terms and conditions established by the designated insurance carrier and Board of Education.
- D.
 - 1. The Board shall provide a family dental insurance package for "eligible unit members" and their dependents in accordance with Schedule D at a maximum yearly cost per employee as follows: for 2004-2005, the actual family premium in effect for 2004-2005; for 2005-2006, the actual family premium in effect for 2005-2006; and, for 2006-2007, an amount equal to the actual family premium cost for 2006-2007. "Eligible unit members" are defined in A.2. above. The Board reserves the right to determine the provider of the dental insurance package and the rate to be paid.
 - 2. An employee hired on or after the date of ratification of the 1992-1995 Agreement, shall be eligible for Board-paid single coverage under the terms of D.1. above. Said employee shall be eligible for Board-paid family coverage under the terms of D.1. above on the first of the month which is three years after initial employment in the District.
- E. Effective January 1, 2002, hourly aides, Technology Assistants and ABAT can buy in to available District insurances under A. and D. above under rules established by the Administration.

F. **Voluntary Health Insurance Incentive Waiver Plan**

1. Effective February 1, 2002, there shall be a voluntary health insurance waiver plan for all employees eligible to receive coverage under Article 18, A. or D. above. This plan shall be in effect for each type of insurance as long as the carrier permits such a plan.
2. An employee may waive insurance under one or more insurances under A., or D. above.
3. Each year, the Board shall provide appropriate forms to all employees. Said form will contain a final return date.
4. Employees who voluntarily elect to waive coverage shall be entitled to receive 30% of the highest paid Board premium that the employee is eligible to receive.
5. Payment of the monies in 4. above shall be made by separate check before July 31 after the conclusion of the waived year.
6. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
7. Employees who have no other comprehensive health and hospitalization insurance are not be permitted to waive coverage under Article 18, A. Employees who waive insurance coverage under Article 18, A. shall be required to attest in writing that they have such comprehensive health and hospitalization insurance.
8. An employee who waives coverage may re-enroll for the next year during the open enrollment period. The only exception is that if a spouse's health/hospitalization coverage (Article 18, A.) is terminated during the District's insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.
9. In order to protect all employees from Federal taxation of existing benefits when this plan is in effect, the District will comply with all Federal paperwork (Section 125).
10. If an employee separates from the District during the July 1 through June 30 period and has waived insurance, the payment shall be prorated using full months as the divisor.

ARTICLE 19
REPRESENTATIVE FEE

A. **Representation**

If an employee as covered in this Article does not become a member of the Association during any membership year (i.e. from September 1st to the following August 31st which is covered in whole or in part by this Agreement, said employee will be required to pay a representative 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 non-members will be determined by the Association in accordance with the law.

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 the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

2. **Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board, or,
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. **Termination of Employment**

If an employee who is required to pay a representation fee terminates his/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 prorated portion of the fee from the last paycheck paid to said employee during the membership year in question. This shall also apply to a member terminating employment or taking a Board approved leave of absence.

4. **Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fee 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.

5. **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 notice.

6. **New Employees**

On or about the last day of each month, beginning with the month this Agreement become 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 for all such employees.

The Mount Laurel Education Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision provided that the employer gives the Association timely notice in writing of any claim, demand, suit or other form of liability.

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

ARTICLE 20
BOOK COLLECTION, STORAGE, AND DISTRIBUTION

Teachers will be responsible for collecting, storing, distributing, and inventorying class sets of books as follows:

A. **Classroom**

Books kept or stored in the classroom will be collected, stored, inventoried, and distributed by the teacher.

B. **Central Depository**

Class sets of books will be collected by teachers for storage in a central depository. Books will be packed neatly for delivery by the custodian. Class sets of books will be delivered from the central depository to the classroom by the custodian.

ARTICLE 21
PROTECTION OF EMPLOYEES

A. **Action Before Board or Commissioner**

Whenever the administration or Board brings a charge against an employee which may affect his employment or salary status and results in a hearing before the State Board of Education or the Commissioner of Education of the State of New Jersey, the Board of Education shall reimburse him for the reasonable cost of his defense if the charge is dismissed or results in a final decision in favor of the teacher.

B. **Protection of Employee's Personal Effects**

The Board shall reimburse employees for the reasonable cost of any clothing or personal effects damaged as a result of an assault or vandalism by a student while the employee is acting in the discharge of his duties within the scope of his employment.

ARTICLE 22
SENIORITY AND SUBCONTRACTING

- A.
1. The Board shall maintain a seniority list for each job title of support staff employees as listed in Article I, Recognition A. 2., 3., 4., 5., 6. and 7. Copies of these lists shall be made available to the Association.
 2. In the event of a reduction in force within a job title, employees with five (5) or more years of experience in the District will not be laid off before employees with less than five (5) years of experience in the District within the same job title.

3. In the event of a recall, any employee who has at least three (3) years of experience in the District, shall be recalled to their position (the last one filled before the reduction in force) in order of seniority within the affected job title.
4. Support staff employees who have been reduced in force shall remain on the recall list for three (3) years from the effective date of the reduction in force. Support staff employees who have been reduced in force and who have five (5) years or more of seniority at the time of the reduction in force shall remain on the recall list for five (5) years from the effective date of the reduction in force.
5. Notice of recall to work shall be addressed to the support staff member's last address appearing on the records of the school district by certified mail, return receipt requested. Within eight (8) calendar days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to work in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.
6. Seniority shall not be accumulated during the period of layoff. Upon recall the support staff member shall have his/her accumulated seniority restored to the date of layoff.
7. A support staff employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

B. Subcontracting

The Board will notify the Association of possible subcontracting at least 30 days before any formal action by the Board. The Board agrees to discuss possible subcontracting with the Association prior to any formal action by the Board.

ARTICLE 23
PAYMENT FOR ACCUMULATED SICK LEAVE ON RETIREMENT

- A. 1. The Board shall pay to each employee retiring from the Mount Laurel School District the following sums for each accumulated unused sick leave day in accordance with the following schedule provided that the retirement conforms to the rules and regulations of the Teachers Pension and Annuity Fund (TPAF) or Public Employment Retirement Systems (PERS) of New Jersey and that the employee is collecting a pension:

TEACHERS

YEAR	1-60 DAYS	61+ DAYS	MAXIMUM NUMBER OF DAYS
2004-2005	\$30	\$48	200
2005-2006	\$33	\$50	200
2006-2007	\$36	\$52	200

NOTE: After a teacher exceeds 60 days, all accumulated sick leave days are paid at the maximum rate.

A. 2. SUPPORT STAFF

YEAR	1-30 DAYS	31+ DAYS	MAXIMUM NUMBER OF DAYS
2004-2005	\$30	\$36	200
2005-2006	\$33	\$38	200
2006-2007	\$36	\$39	200

NOTE: After a support staff employee exceeds 30 days, all accumulated unused sick leave days are paid at the maximum rate. The above rates are computed for full time support staff employees. "Full time" is defined as six (6) hours. Support staff employees who work less than six hours in their last year shall be pro-rated accordingly.

A. 3. Payments under A. 1. and A. 2. will also be made to the estate of an employee.

ARTICLE 24 TUITION REIMBURSEMENT

The Board will provide a tuition reimbursement program for teachers, secretaries, assistants, cafeteria workers, hourly aides, ABAT and custodians who attend an accredited college or university.

- A. The Board will provide the following maximums for the tuition program: 2004-2005: \$34,376; 2005-2006: \$36,060; and 2006-2007: \$37,827. This cap shall be split as follows: 90% for teachers' graduate courses and 10% for eligible non-teacher positions. If reimbursement exceeds the amounts set forth hereinabove, apportionment will take place.
- B. The Board will pay up to the maximum amounts set forth herein below per year for each employee: for graduate courses: 2004-2005: \$1,237; 2005-2006: \$1,297; and 2006-2007: \$1,361; and for undergraduate courses: 2004-2005: \$695; 2005-2006: \$730; and 2006-2007: \$765.

- C. Tuition reimbursement will be available to an employee after he has reached the June 30th after initial employment. Example: a teacher is hired on September 1, 2004. He is eligible for courses pursuant to the provisions of this Article which are taken July 1, 2005 or later.
- D. Courses will be on a graduate level for teachers and on an undergraduate level for secretaries and assistants. Courses will be on an undergraduate level for cafeteria workers, hourly aides, ABAT and custodians. Courses shall be related to the employee's area of instruction, specialty, related educational field or work duties in the District.
- E. Courses to be taken must be approved by the Superintendent prior to registration. Appeals from denials of courses by the Superintendent for cafeteria workers, hourly aides, ABAT and custodians can only be through Level Four of the grievance procedure.
- F. In order to qualify for reimbursement, the employee shall indicate proof of successful completion of the course(s) taken (grade of "B" or higher for graduate level courses and grade of "C" or higher for undergraduate level courses) by September 15 of each year following completion of courses by:
 - 1. Providing transcript or affidavit of grade from college or university where time does not permit;
 - 2. providing original receipts for tuition, which shall be returned;
 - 3. Submitting the above information to the Superintendent for review and approval;
 - 4. The employee is under contract at the time the check is issued.
- G. If all conditions as outlined in item F. are met, the employees shall receive reimbursement no later than October 30 of the subsequent academic year in which the courses were taken.

ARTICLE 25
MISCELLANEOUS PROVISIONS

A. **Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. **Compliance Between Individual Contract and Master Agreement**

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, during its duration, this Agreement shall be controlling.

C. **Non-Discrimination**

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 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.

D. **Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to teachers covered by the Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from, any term and condition teachers employment existing in the year prior to its effective date.

E. **Printing Agreement**

Copies of this Agreement shall be printed with the expense equally shared by the Board and the Association, and made available for distribution prior to the duration of the Agreement or within thirty (30) days after the Agreement is signed if the signing occurs after May 15th. The Agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment.

F. **Board Policy Books**

An up-to-date copy of Board policy shall be placed in each school.

ARTICLE 26
DURATION OF AGREEMENT

- A. This Agreement and all its provisions shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date above indicated.

In the creation of the scattergram for the successor negotiations, the parties agree that the actual salary received by "split step" employees in 2006-2007 shall be the salary shown in the scattergram.

- B. 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 thereon, the day and year first above written.

MOUNT LAUREL
BOARD OF EDUCATION

MOUNT LAUREL
EDUCATION ASSOCIATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

**SCHEDULE A
EXTRA-CURRICULAR ACTIVITIES**

	2004-2005	2005-2006	2006-2007
Instrumental Director	2330	2400	2420
Choral Director	2330	2400	2420
S.T.E.P. Music	5025	5150	5150
S.T.E.P. Art	5025	5150	5150
Hartford Theater	2000	2200	2200
Harrington Performing Arts/Talent Show	2100	2200	2200
Stage Crew	2000	2350	2350
Harrington Intramural(s) (10) (per activity) Prorated under 25 hours	1300	1350	1350
Hartford Intramural(s) (10) (per activity) Prorated under 25 hours	1300	1350	1350
Interscholastic Sports- Harrington			
Head Coach	3350	3450	3450
Assistant Coach	2250	2350	2350
Athletic Director	4200	4400	4400
Harrington Newspaper Advisor (per issue) Max per year: 10	230	230	230
Hartford Newspaper Advisor	1100	1350	1450
Harrington Year Book			
In House	2400	2500	2500
Sent out of District	500	525	525
Hartford Yearbook	2200	2300	2400
Elementary Yearbook (6)	1000	1350	1450
Harrington Student Council			
One Advisor	2200	2300	2300
Two Advisors (per advisor)	1100	1150	1150
Hartford House of Representatives	2200	2300	2300
Eco Wild	1925	2100	2200
Camping Trip	252	252	252

**SCHEDULE B
ADDITIONAL ASSIGNMENTS**

	2004-2005	2005-2006	2006-2007
Lunch Supervisors	2500	2600	2650
After-School Supervision	3800	3900	3900
Summer Curriculum Committee(s)	1400	1468	1540
Site-Based Teams	400	450	750
District Committee	1110	1160	1200
Web Turnkey(s): Harrington/Hartford Each Elementary School	3100 1550	3250 1625	3410 1705
Elementary Homework Assistance (each elementary school)	1200	1260	1325
Hartford Homework Advisor (each advisor): Half Year Full Year	1200 2400	1260 2520	1325 2650
Harrington Homework Advisor(s) (each advisor): Half Year Full Year	1200 2400	1260 2520	1325 2650
Home Instruction (per hour)	54	56	58
In-Service Rate: Half Day: 2.5 hrs. X Home Instruction Rate of:	54	56	58
In-Service Rate: Full Day: 5 hrs. X Home Instruction Rate of:	54	56	58
Workshop Presenters: After School, Evening and Summer (per hour)	78	82	84

**SCHEDULE C
DENTAL CARE PLAN**

FEE BASIS:

The following program is based upon the usual, customary, and reasonable fee concept.

CO-PAYMENT

Preventive and Diagnostic - 100% with no deductible
Remaining Basic Services - 80%/20% with a deductible
Prosthodontic Benefits - 80%/20% with a deductible

Effective July 1, 2004, the maximum amount payable for the above dental services provided an eligible patient in any calendar year is \$2,000.

\$50.00 deductible per patient per calendar year.
\$150.00 family maximum aggregate deductible.

ORTHODONTIC COVERAGE (applicable to dependent children)

Co-Payment - 50/50

Orthodontic Benefits are subject to a \$1,250 lifetime maximum per case which is separate from the \$2,000 maximum which is applicable to Basic and Prosthodontic Benefits.

**SCHEDULE D-1
TEACHERS' SALARY GUIDE FOR 2004-2005**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	41000	42000	43000	44725	45650	46600	47500
2	41750	42750	43750	45475	46400	47350	48250
3	42000	43000	44000	45725	46650	47600	48500
4	42250	43250	44250	45975	46900	47850	48750
5	42500	43500	44500	46225	47150	48100	49000
6	42750	43750	44750	46475	47400	48350	49250
7	43000	44000	45000	46725	47650	48600	49500
8	43500	44500	45500	47225	48150	49100	50000
9	44000	45000	46000	47725	48650	49600	50500
10	47000	48000	49000	50725	51650	52600	53500
11	49500	50500	51500	53225	54150	55100	56000
12	53500	54500	55500	57225	58150	59100	60000
13	58000	59000	60000	61725	62650	63600	64500
14-split	*	***	***	***	***	***	***
14	68462	69462	70462	72187	73112	74062	74962

NOTE: The experience # (EXP) indicates that the teacher is in that year of teaching. Notwithstanding the experience levels set forth in the salary experience conversion chart, nothing contained in this Agreement shall restrict the Board from exercising its statutory right to determine initial placement on the salary guide when deemed to be a special situation by the Board.

** 14-split

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
Sept. through January	59910	60895	61879	63617	64543	65470	66396
February through June	68462	69462	70462	72187	73112	74062	74962

Each employee moves one step per year.

LONGEVITY IN MOUNT LAUREL

10 years	500
15 years	700
20 years	1800
25 years	2625

**SCHEDULE D-2
TEACHERS' SALARY GUIDE FOR 2005-2006**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	42000	43050	44050	45900	46750	47750	48750
2	42800	43850	44850	46700	47550	48550	49550
3	43750	44800	45800	47650	48500	49500	50500
4	44000	45050	46050	47900	48750	49750	50750
5	44250	45300	46300	48150	49000	50000	51000
6	44500	45550	46550	48400	49250	50250	51250
7	44750	45800	46800	48650	49500	50500	51500
8	45000	46050	47050	48900	49750	50750	51750
9	45500	46550	47550	49400	50250	51250	52250
10	48000	49050	50050	51900	52750	53750	54750
11	50000	51050	52050	53900	54750	55750	56750
12	54000	55050	56050	57900	58750	59750	60750
13	59000	60050	61050	62900	63750	64750	65750
14-split	*	***	***	***	***	***	***
14	70262	71312	72312	74162	75012	76012	77012

NOTE: The experience # (EXP) indicates that the teacher is in that year of teaching. Notwithstanding the experience levels set forth in the salary experience conversion chart, nothing contained in this Agreement shall restrict the Board from exercising its statutory right to determine initial placement on the salary guide when deemed to be a special situation by the Board.

** 14-split

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
Sept. through January	60000	61000	62000	63725	64650	65600	66500
February through June	70262	71312	72312	74162	75012	76012	77012

Each employee moves one step per year.

LONGEVITY IN MOUNT LAUREL

10 years	500
15 years	700
20 years	2000
25 years	2825

**SCHEDULE D-3
TEACHERS' SALARY GUIDE FOR 2006-2007**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	43000	44150	45150	47000	47850	48850	49850
2	43800	44950	45950	47800	48650	49650	50650
3	44700	45850	46850	48700	49550	50550	51550
4	45750	46900	47900	49750	50600	51600	52600
5	46000	47150	48150	50000	50850	51850	52850
6	46250	47400	48400	50250	51100	52100	53100
7	46500	47650	48650	50500	51350	52350	53350
8	47000	48150	49150	51000	51850	52850	53850
9	48000	49150	50150	52000	52850	53850	54850
10	49000	50150	51150	53000	53850	54850	55850
11	51000	52150	53150	55000	55850	56850	57850
12	54500	55650	56650	58500	59350	60350	61350
13	59000	60150	61150	63000	63850	64850	65850
14-split	*	***	***	***	***	***	***
14	72062	73212	74212	76062	76912	77912	78912

NOTE: The experience # (EXP) indicates that the teacher is in that year of teaching. Notwithstanding the experience levels set forth in the salary experience conversion chart, nothing contained in this Agreement shall restrict the Board from exercising its statutory right to determine initial placement on the salary guide when deemed to be a special situation by the Board.

** 14-split

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
Sept. through January	61000	62050	63050	64900	65750	66750	67750
February through June	72062	73212	74212	76062	76912	77912	78912

Each employee moves one step per year.

LONGEVITY IN MOUNT LAUREL

10 years	500
15 years	700
20 years	2200
25 years	3025

**SCHEDULE E-1
TWELVE MONTH SECRETARIES' SALARY GUIDE
2004-2005, 2005-2006 and 2006-2007**

STEP			STEP			STEP	
04-05	2004-2005		05-06	2005-2006		06-07	2006-2007
1	25000		1	26000		1	27000
2	25250		2	26300		2	27300
3	25500		3	26550		3	27600
4	25750		4	26800		4	27850
5	26000		5	27050		5	28100
6	27000		6	27300		6	28350
7	28089		7	28300		7	28600
8	31500		8	31500		8	31500
9	35000		9	35000		9	35000
10-split	*		**10-split	***		**10-split	***
10	39586		10	40886		10	42186

Each employee moves one step per year.

** 10-split

	2004-2005	2005-2006	2006-2007
July through December	36885	37000	37000
January through June	39586	40886	42186

LONGEVITY IN MOUNT LAUREL: 15 YEARS - \$750
20 YEARS - \$1000

**SCHEDULE E-2
TEN MONTH SECRETARIES' SALARY GUIDE
2004-2005, 2005-2006 and 2006-2007**

STEP		STEP		STEP		
04-05	2004-2005	05-06	2005-2006	06-07	2006-2007	
1	20833	1	21667	1	22500	
2	21042	2	21917	2	22750	
3	21250	3	22125	3	23000	
4	21458	4	22333	4	23208	
5	21667	5	22542	5	23417	
6	22500	6	22750	6	23625	
7	23408	7	23583	7	23833	
8	26250	8	26250	8	26250	
9	29167	9	29167	9	29167	
10-split	*	**10-split	***	**10-split	***	
10	32988	10	34072	10	35155	

Each employee moves one step per year.

** 10-split

	2004-2005	2005-2006	2006-2007
September through January	31071	31167	31167
February through June	32988	34072	35155

LONGEVITY IN MOUNT LAUREL: 15 YEARS - \$750
20 YEARS - \$1000

**SCHEDULE F
CUSTODIANS' SALARY GUIDE
2004-2005, 2005-2006 and 2006-2007**

STEP	STEP		STEP	STEP		STEP	STEP	
03-04	04-05		04-05	05-06		05-06	06-07	
***	1	28250	***	1	29300	***	1	30450
1	2	28428	1	2	29550	1	2	30700
2	3	28628	2	3	29728	2	3	30950
3	4	28828	3	4	29928	3	4	31128
4	5	29400	4	5	30128	4	5	31550
5	6	30000	5	6	30700	5	6	31800
6	7	30500	6	7	31300	6	7	32300
7	8	31250	7	8	32000	7	8	32800
8	9	31500	8	9	33000	8	9	33500
9	10	33000	9	10	33500	9	10	35000
10	11	34000	10	11	35000	10	11	36000
11	12	35000	11	12	36000	11	12	38000
12	13	36500	12	13	38000	12	13	40000
13	14	38000	13	14	40000	13	14	42000
14/15	15	41300	14/15	15	42600	14/15	15	43950

Each employee moves one step per year.

LONGEVITY IN MOUNT LAUREL:

At the beginning of the 15th continuous year of service as a custodian: \$750.

At the beginning of the 20th continuous year of service as a custodian: \$1000.

(\$750 and \$1000 are not cumulative.)

Years of service are computed as the anniversary date and movement to a longevity level occurs on the anniversary date.

**SCHEDULE G
ABAT SALARY GUIDE
2001-2002, 2002-2003 and 2003-2004**

STEP	STEP		STEP	STEP		STEP	STEP	
03-04	04-05		04-05	05-06		05-06	06-07	
***	1	22000	***	1	22600	***	1	23300
1	2	22500	1	2	23100	1	2	23800
2	3	23000	2	3	23600	2	3	24300
3	4	23500	3	4	24100	3	4	24800
4	5	24000	4	5	24600	4	5	25300
5	6	24500	5	6	25100	5	6	25800
6/7	7	25000	6/7	7	25600	6/7	7	26300

Each employee moves one step per year.

1. Placement of a newly-hired ABAT shall be at Step 1.
2. Thereafter, an ABAT shall move one step per year on the guide shown above.

**SCHEDULE H
HOURLY AIDES' GUIDE
2004-2005, 2005-2006 and 2006-2007**

STEP	STEP		STEP	STEP		STEP	STEP	
03-04	04-05		04-05	05-06		05-06	06-07	
***/1	1	8.55	***/1	1	9.30	***/1	1	10.00
2	2	8.75	2	2	9.50	2	2	10.40
3	3	9.10	3	3	10.00	3	3	11.15
4	4	9.75	4	4	10.75	4	4	11.90
5	5	10.50	5	5	11.50	5	5	12.65
6	6	11.25	6	6	12.25	6	6	13.40
7	7	12.00	7	7	13.00	7	7	14.40
8	8	12.75	8	8	14.00	8/9	8	15.50
9	9	13.25	9/10	9	15.10			
10/11	10	14.70						

Each employee remains on step – guide shortened each year.

Hygienic Care and Autistic Aides = actual step plus 15%.

**SCHEDULE I
TECHNOLOGY ASSISTANT HOURLY RATE**

2004-2005	2005-2006	2006-2007
\$16.17	\$16.61	\$17.05

**SCHEDULE J
CAFETERIA WORKERS' SALARY**

2004-2005	2005-2006	2006-2007
\$25,089	\$26,318	\$27,6