

AGREEMENT
BETWEEN
THE MANSFIELD TOWNSHIP BOARD OF EDUCATION
AND
THE MANSFIELD TOWNSHIP EDUCATION ASSOCIATION

July 1, 2016 - June 30, 2019

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The MANSFIELD TOWNSHIP BOARD OF EDUCATION and the MANSFIELD TOWNSHIP EDUCATION ASSOCIATION do hereby recognize and agree that the welfare of the students of the Mansfield Township School at Columbus, hereinafter referred to as the "SCHOOL," is paramount in the operation of the school and will be promoted by both parties hereto and that, pursuant to such mutually recognized principle, the parties hereto do hereby covenant, promise and agree as follows:

ARTICLE 1
RECOGNITION

- A. The Mansfield Township Board of Education, hereinafter called the "BOARD," recognizes that teaching is a profession. The Board further recognizes that the Mansfield Township Education Association, hereinafter called the "ASSOCIATION," is the exclusive representative of all the professional personnel, including speech-language pathologists, and all regularly employed support staff employees, including custodians, secretaries, clerical employees, teacher assistants and cafeteria employees, employed or to be employed. Excluded from the unit are all administrative and supervisory personnel, confidential employees within the meaning of the Act, occupational therapists, and physical therapists.
- B. When used hereafter in this agreement, the terms "teacher" or "certificated employee" shall refer to professional employees covered by this agreement whose positions of employment in the school district require that they have at least a baccalaureate degree and appropriate certifications by the State Department of Education.
- C. When used hereafter, the terms "custodian", "secretary", "clerical employees", "teacher assistants:" and "cafeteria employees" shall refer only to the employees who are employed in those particular positions and covered by this agreement. The term "support staff employees" shall refer to all of the positions enumerated in the preceding sentence.
- D. When used hereafter, the term "employee" shall refer to all certificated staff and support staff covered by this agreement.
- E. The Association recognizes the Board as representative of the residents of the Township of Mansfield, County of Burlington, State of New Jersey, in matters relating to the School and as the employer of the personnel of said district.
- F. The purpose of this recognition is to provide the basis for the establishment of a mutual agreement between the parties hereto in regard to the following:

ARTICLE 2
SALARY SCHEDULE/WORK YEAR AND WORK SCHEDULE

A. The Board and Association do mutually agree to the following Salary Guide and principles relating thereto for the period or term July 1, 2016, through June 30, 2019.

B. Teachers

1. School Year

- a. The school year will consist of a maximum of 185.5 days. Teachers will arrive in the morning fifteen minutes before the opening of school. They are expected to be in their rooms or in preparation prior to opening. During regular dismissal, teachers may leave in the afternoon ten minutes after the last group is dismissed. In cases of inclement weather, teachers will remain in their rooms supervising the students and may leave immediately following dismissal. Deviations in the above schedule may occur due to teacher meetings or in-service work. A responsible attitude in such cases should be assumed. Full consideration time-wise will be made for teachers taking outside course work; instances whereby schedules cannot be met require advance notification to the Superintendent.

Certificated staff will have three (3) hours of workplace set up time, to be utilized as determined by each staff member, before the first day on which students report to school at the start of the school year.

- b. The day before Thanksgiving shall be an early dismissal day for teachers. The work day before the winter recess shall be an early dismissal day for teachers. On the days when parent-teacher conferences are scheduled for that night, there shall be an early dismissal day for students and a full work day for teachers. Teachers shall work three (3) nights per year without additional compensation. These nights shall include Back to School Night and Parent/Teacher Conferences or a school meeting/event as designated by the administration. Back to School Night shall not exceed 1.5 hours and Conferences shall not exceed 3 hours.

2. Work day

The teacher work day shall be seven (7) hours, fifteen (15) minutes.

3. Preparation Time

- a. All teachers will be guaranteed 40 minutes per day, 200 minutes of preparation time per week, prorated on a short week, with no make-up of lost preparations due to delayed opening or early dismissal. If a teacher gets less than 200 minutes in a week, the teacher will be paid \$21 per lost preparation period. Unless mutually agreed to otherwise, teachers will be provided a 30-minute preparation on delayed opening or early dismissal days.
- b. The Administration will limit the number of prep times used for child study team meetings to two per month. A twenty four (24) hour notice will be provided prior to child study team meetings/ conferences, except for emergency situations.

4. Faculty Meetings

There shall be a maximum of ten (10) faculty meetings per year after the dismissal of students, not to exceed one (1) hour in length. Up to five (5) of these meetings may be used for professional development.

5. The District will notify teachers of their assignments for the following school year 10 days prior to the close of school. If any change to an assignment is made after that time, the affected teacher(s) will be notified by email of the change.

C. Custodians

1. Custodial personnel will be given the following days off with pay:
 - a. New Year's Eve Day
 - b. New Year's Day
 - c. Dr. Martin Luther King Day
 - d. Presidents' Day (if school is not in session - one day only)
 - e. Good Friday
 - f. Easter Monday
 - g. Memorial Day
 - h. Independence Day
 - i. Labor Day
 - j. Thanksgiving. Day
 - k. Friday immediately following Thanksgiving Day
 - l. Christmas Eve Day
 - m. Christmas Day
2. If it is necessary to have school in session on any of the above days, the custodial staff will have to report for work at regular pay.
3. If the school is closed for snow, the custodians must report for work unless

the school administration notifies the custodians not to report.

4. If a custodian is called to work on any of the holidays stated in section #1, and if the school is not in session, the custodian will be paid time and one half. Custodians will be paid double time for work on Sundays. Part-time custodians called in to work on Saturdays for snow removal will be paid time and one-half.
5. In the event that an employee is called to work for any emergency reason such as, but not limited to, snow emergency, repairs, etc., the custodian shall be paid a minimum of three (3) hours pay. Said custodian shall be paid time and one-half for this work.
6. Cafeteria Workers and Custodians who work 20 hours or more per week shall receive up to \$100 annually for work shoes. The payment shall be made on September 30.
7. The regular work shifts for custodial employees shall be as follows:

JHES Day Shift: 7:00 a.m. - 3:00 p.m.

MTES Day Shift: 6:30 a.m. - 2:30 p.m.

Mid-Day Shift: 11:00 a.m. - 7:00 p.m.

MTES Night Shift: 3:00 p.m. - 11:00 p.m.

MTES/JHES full-time maintenance/mechanic: 7:30 a.m. - 3:30 p.m.

Part-time shift: Any hours between 4:00 p.m. and midnight.

D. 12 month custodial employees and 12 month office clerical assistants - vacation

1. Vacations shall be credited on July 1 each year.
2. On the July 1st following the initial date of 12 month employment, 12 month custodial employees and 12 month office clerical assistants shall receive a prorated number of days' vacation at the rate of one (1) vacation day for every two (2) full months worked up to a maximum of five (5) days.
3. On the July 1 following the second anniversary of 12 month custodial employees and 12 month office clerical assistants shall receive ten (10) vacation days annually.

4. On the July 1 following the eighth anniversary of 12 month custodial employees and 12 month office clerical assistants shall receive fifteen (15) vacation days annually.
5. On the July 1 following the thirteenth anniversary of 12 month custodial employees and 12 month office clerical assistants shall receive twenty (20) vacation days annually.
6. 12 month custodial employees and 12 month office clerical assistants will be allowed to carry over no more than 5 vacation days into the next year, whether earned in the preceding year or in any earlier year.

E. Secretaries

1. Secretaries work year shall follow the school calendar and also provide paid holiday leave on Labor Day and Independence Day.
2. Twelve (12) month secretaries qualify for twenty (20) days paid vacation after the completion of the first year of employment.
3. The service time of ten-month secretaries who move to a twelve-month position shall be credited towards eligibility for vacation.
4. Secretaries shall be paid at their hourly rate for working during evening conferences.

F. No employee shall be reprimanded in front of peers or students. This shall not apply to administrative directives to perform appropriate duties, nor to any situation related to an immediate concern for student safety or welfare.

G. Notice of Vacancies

Employees shall be informed, whenever practical, of vacancies in the following areas:

1. Summer School
2. Supervisory positions
3. Extra-pay positions

Notification shall be by email to all employees as well as by posting on the District website.

H. Teacher Assistant Professional Development

Teacher assistants shall attend two (2) half-day professional development days

per school year and will be compensated at their regular hourly rate for such attendance. Teacher assistants shall be provided at least two weeks' notice of professional development days.

ARTICLE 3
SALARY GUIDE PROVISIONS

- A. Newly employed teachers will receive credit for experience as follows:
1. Prior experience in public schools may be creditable up to their full experience.
 2. Military service will be creditable up to four years.
 3. Private, parochial school teaching, or clinical experience may be creditable at the discretion of the Board of Education.
- B. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic but will be granted for satisfactory service only upon the recommendation of the Superintendent subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligation to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board.

In order to be eligible for an increment the next year, the employee must have been at work in the District for at least 100 days. "At work" does not include paid leave days.

- C. Teacher Assistants and Office Clerical Assistants upon initial hire will receive the following additional amounts to their hourly rate base salary for the following degrees or certificates:

Associate Degree:	\$0.50
Bachelor Degree:	\$1.00
Teaching Certificate:	\$3.00*

*To qualify for the \$3.00 additional amount, the employee must possess of a valid New Jersey teaching certificate (including provisional certificate); this is in place of and not in addition to payment for a bachelor degree.

D. The Board will reimburse maintenance personnel for coursework and fees required for the acquisition and/or renewal of any HVAC certificates or State licenses when such credentials and costs are authorized by the Custodial and Maintenance Manager, in advance, and upon demonstration of successful completion of coursework and acquisition or renewal of the certificates or licenses by the employee. Any custodial employee who is required by his/her job duties to possess HVAC certification and who attains and maintains that certification shall receive additional base salary compensation in the amount of ten thousand dollars (\$10,000) annually for such periods as the employee is required to and does maintain the certification. It is understood that this additional base payment will be removed from the annual salary on a prorated basis in the event the employee is no longer required by the Board to possess the HVAC certification or fails to maintain same, and in such event the employee will only be entitled to his/her appropriate salary without the HVAC increase.

E. Longevity in the Mansfield Township School District:

Teachers shall receive the following longevity payments in addition to their guide salary:

2016-17 School Year:

Beginning of 15 th year of employment in District:	\$ 500
Beginning of 20 th year of employment in District:	\$1500
Beginning of 25 th year of employment in District:	\$2500

2017-18 and 2018-19 School Years:

Beginning of 15 th year of employment in District:	\$1200
Beginning of 20 th year of employment in District:	\$2250
Beginning of 25 th year of employment in District:	\$2750

F. Employees who work during the months of July and August will be paid on the 15th and the last day of each of those months.

G. All unit employees will be paid by direct deposit.

H. Dues Deductions

1. Pursuant to the provisions of Chapter 233, Laws of 1969 (NJSA 52:14-15.9e), and in accordance with rules and regulations of the State Board of Education and State Department of Education, the Board agrees to make deductions from an employee's salary for the purpose of paying dues to the Mansfield Township Education Association, the Burlington County

Education Association, the New Jersey Education Association, and the National Education Association, when said employee individually and voluntarily authorizes the Board to deduct.

2. An employee desiring payroll deductions for organizational dues shall submit to the secretary of the Board of Education a signed and dated authorization statement.
3. Any such written authorization may be withdrawn by the employee at any time by the filing of written notice of such withdrawal with the secretary of the Board of Education. The filing of notice of withdrawal shall be effective to halt deductions as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.
4. For all employees in the bargaining unit who do not pay dues in accordance with NJSA 52:14-15-9E above. The Board shall deduct a representation fee equal to eighty five per cent of the appropriate dues as certified by the Association. It is agreed that the Board shall have no other obligations or liability, financial or otherwise, other than as set forth herein because of any action arising out of the understandings expressed in the language of this section. It is further understood that once funds deducted are remitted to the Association, the disposition of such funds shall be the full and exclusive responsibility of the Association. The Association shall indemnify and save the Board and its agents harmless against any and all claims, and/or representation fees resulting from any action arising out of the provisions of this section or in reliance upon any list or notice furnished by the Association.
5. The secretary of the Board shall transmit to the Mansfield Township Education Association all monies deducted for dues for the above named organizations, together with a record of any corrections, by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association(s).
6. Each of the Associations named shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

I. COMPENSATION FOR EXTRA WORK

1. When the administration requires work to occur outside the contractual work day/school year, teachers shall be compensated at the rate of \$50 per activity for extra-curricular functions.
2. Tutoring, home instruction and ESY instruction shall be paid at the rate of

\$40 per hour.

3. Meetings, training, and curriculum will be paid at a rate of \$40 per hour.
4. Prior approval from the superintendent is required for all work under 1., 2., and 3. above.
5. Each ESY teacher shall receive 5 hours of paid preparation time before the start of the ESY session and 30 minutes of paid preparation time for each day of instruction. This time shall be paid at a rate of \$50 per hour, for a total payment of \$250 per staff member.

ARTICLE 4 MEDICAL PLANS

A. Health and hospitalization insurance

1. For the duration of this agreement, the Board agrees to pay the total premium for eligible employees and dependent medical coverage. Effective July 1, 2016, the base fully-paid Board health/hospitalization plan shall be the Amerihealth/Benecard PPO10 plan. If the Board makes a determination to change carriers for medical and/or prescription insurance, the new plan shall be equivalent to the current plan in place.

Professional staff eligibility is 20 hours or more per week. The Board agrees to pay the total premium for single coverage for full-time ten month support staff employees (6 or more hours per day, 30 or more hours per week), and the total premium for single and dependent coverage for full-time twelve month support staff employees (7 or more hours per day, 35 or more hours per week).

B. Insurance Waivers

1. Employees who waive dental coverage are entitled to be paid fifty percent (50%) of the cost to the Board, paid in equal payments in December and June.
2. Employees who waive health/hospitalization and prescription insurance for the entire insurance year, are entitled to receive a waiver payment of 25% or \$5,000, whichever is less, of the Board's share of the premium
 - a. The waiver plan is entirely voluntary on part of the employee.
 - b. The employee must waive both health/hospitalization and prescription insurance in order to receive the waiver payment.

- c. The employee must waive coverage for the entire school year to be eligible for the waiver payment.
- d. Employees hired after the start of the school year who choose to participate in the waiver program will receive prorated waiver payments based upon their start date.
- e. An employee who waives insurance may enroll during the year if the enrollment is due to a "life-changing" event, as defined by the carrier's rules. In the event that an employee enrolls before the end of the insurance year, he/she shall forfeit any waiver payment for the coverage in which he/she is enrolled.
- f. The benefit waiver option will be announced annually and upon the request of interested employees. The necessary forms will be distributed outlining waiver payment amounts.
- g. The waiver payment shall be paid December and June of the year following the waiver. Because of IRS withholding and other laws, some deductions must be made at that time.
- h. The waiver option must be renewed annually.
- i. Those employees employed as substitutes are not eligible for this waiver plan.

C. Prescription Drug Plan

- 1. The Board agrees to pay the full family coverage for eligible employees and their dependents in a Benecard prescription drug plan. The co-pay shall be \$10.00 retail name brand/\$3.00 retail generic and \$15.00 name brand/\$5.00 generic for mail order. Eligibility for support staff shall be on the same terms as for medical insurance.

D. Dental Plan

The Board will pay 100% for eligible employees and dependent dental coverage with 100/80/50 co-payment and \$1200 annual cap. Eligibility for support staff shall be on the same terms as for medical insurance.

- E. The terms, conditions, rules and limitations as provided by the contracts of insurance and underwriting companies will govern.
- F. Teachers who are hired to replace a teacher on a long-term leave of absence shall be entitled to Board-paid health insurance beginning on the first day of the month following 60 calendar days after the first day of work. The work days must be served consecutively in the same replacement teacher position. Salary will be

in alignment with Board Policy #4121 - Substitute Teachers.

ARTICLE 5
LEAVES OF ABSENCE

A. Maternity Leave

1. The Board agrees to apply maternity leave as required by law and the appropriate administrative agencies.
2. An employee shall give at least three (3) months notice where possible regarding child rearing leave plans.
3. Upon completion of a maternity leave of absence, the employee may arrange a child rearing leave of absence with the Superintendent.
4. Upon requesting of said leave, the Board shall grant said leave for the remainder of the school year.
5. On or before April 1st of the current year, the employee on said leave shall notify the Superintendent in writing of her intention to return to her duties in September of the following school year, or seek an extension of the child rearing leave for an additional school year.
6. Upon return from a maternity or child rearing leave of absence, the employee shall be reinstated in her same position or a similar position for which she is certified.
7. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The child rearing leave period shall not be counted for tenure purposes.
8. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence for childrearing. The employee will be granted a full salary guide step if she/he meets the terms of Article 3, B.

B. Sick Leave

1. Sick leave is defined to mean the absence of any person from his or her post of duty because of personal disability due to illness or injury or because of exclusion from school by the school district's medical authorities as a result of contagious disease or by being quarantined for disease in the immediate household.

2. Sick Leave Allowance

- a. Ten (10) month, five (5) days per week employees: ten (10) days per year (July 1 to June 30). Twelve (12) month, five (5) days per week employees: twelve (12) days per year (July 1 to June 30). Ten (10) month, less than 5 days per week; prorated portion of ten days, based on the percentage of a five day week they work. Twelve (12) month, less than five (5) days per week employees: prorated portion of twelve days, based on the percentage of a five day week they work.
- b. All unused days shall accumulate without limit for use in future years. Accumulated days earned while working in a position with fewer than a full day's work hours shall count only for the number of hours worked at the time earned, if the employee moves to a full work day position.
- c. Nothing in this act shall affect the right of the Board of Education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave. The legal provision guarantees ten days sick leave per year, this allowance is expanded by local Board of Education policy permitting additional absence for other reasons with limitations as specified in the personal leave policy.

3. Schedule of Pay Deductions - When absences exceed the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each month's salary less the pay of a substitute if a substitute is employed or the estimated cost of a substitute if none is employed for such length of time as may be determined by the Board of Education in each individual case.

4. Physician's Certificate - In case of extended illness or illness requiring the services of a physician, it is recommended that a physician's certificate be attached to the absence report.

5. The Board secretary will provide to each employee a statement of the number of days sick leave accumulated as of September 1st and will provide an updated total with each pay statement.

C. Personal Leave: Absence without deductions from "sick leave" days will be granted as follows:

1. Up to five days for death in the "immediate family" without deduction of pay. By "immediate family" is meant spouse, domestic partner, child, step-child, parent, step-parent, brother or sister.

2. Up to three days when necessary for death of grandparent or grandchild, mother-in-law or father-in-law without deduction of pay.
 3. One day when necessary for the death of siblings-in-law, children-in-law, aunt, uncle, niece or nephew.
 4. Up to three days per school year for other reasons without deduction of pay with the following provisions:
 - a. A minimum of five days' notice shall be given to the Superintendent, whenever possible.
 - b. No more than one person per job title (as listed in Article 1, "Recognition") per school building will be granted personal leave on a particular day except on approval of the Superintendent.
 - c. Unused personal leave days coming under this category will be transferred to sick leave and accumulated in addition to those permitted under section B of this agreement.
 - d. Personal leave for part time employees will be prorated in the same way as sick leave is prorated.
 5. Teachers may take up to four additional days per school year with a deduction in the amount equivalent to the per diem rate of substitute pay for personal reasons.
 6. Full deduction (one two-hundredth of the annual contract salary) if absence is in excess of seven days for personal reasons granted under items 4 and 5.
- D. When an employee is absent for any reason not recorded in this policy and/or not excused or excusable under the provisions of this policy, full deduction (one two-hundredth of the annual salary or for twelve month support 1/240) will be made for each day's absence unless waived by vote of the Board of Education.
- E. Absence for Professional Reasons - No salary deduction will be made if an employee is absent for professional reasons such as attending a convention, conference or meeting, visiting schools, or on school business related to the teacher's work provided that approval has been given in advance by the superintendent.
- F. All teachers shall follow established procedure in notifying the "Substitute Registry".

G. Payment for Unused Sick Leave

1. Effective July 1, 2004, any employee who retires according to the provisions of the TPAF/PERS in order to receive immediate benefits and not merely "deferred retirement" and has 10 years service in the Mansfield Township School District shall be eligible for payment for unused sick leave.
2. All days accumulated in the Mansfield Township School District shall be eligible for reimbursement for teachers at the rate of \$60 per diem with an individual cap of \$7,300 and support staff at the rate of \$45 per diem with an individual cap of \$5,300. In the event of an eligible employee's death while in active service, the payment will be made to the employee's estate.
3. The employee shall notify the Board of his/her intention to retire by January 1 to be eligible for the bonus to be paid on July 1. If the employee notifies the Board after January 1, it may result in payment of the bonus the following year on July 1.

ARTICLE 6

POLICIES RELATING TO PROFESSIONAL NEGOTIATIONS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities:

1. To direct employees of the school district.
2. To fire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means and personnel by which such operations are to be conducted.
5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

- B. An Association-Board Negotiations Committee will be composed of:
1. Members designated by the local educational Association; not to exceed seven members.
 2. Three representatives of the Board of Education, approved by its president; not to exceed five members.
 3. The representative groups will each bear their own costs or expenses incurred in recording proceedings or happenings that transpire during any meetings. The Association-Board Negotiations Committee shall be created to conduct negotiations in good faith on matters of salaries, personnel policies and fringe benefits.
- C. The duties of the Superintendent shall be to convene meetings of the Association-Board Negotiations Committee which are mutually acceptable.
- D. Those employees involved in negotiations or arbitration during school time will not be responsible for costs of substitutes during the school hours. The Board committee and the Association committee will mutually agree on the time of meeting.
- E. Facts, opinions, proposals and counterproposals will be exchanged freely during the meetings. Proposals on matters of salaries, personnel policies and fringe benefits for the following school year shall be presented by the Association-Board Negotiations Committees.
- F. The above procedures do not preclude the Association representatives from carrying on conversations with and resolving problems through the Superintendent.
- G. If the Association-Board Negotiations Committees are unable to agree, they shall, at the request of either party and with notification to the other party, declare that an impasse has been reached and submit the matter to the New Jersey Public Employment Relations Commission.
- H. The employee and/or Association organization shall not invoke any type of sanctions or pressure tactics that would disrupt the orderly process of the negotiations procedure.
- I. The Association organization will submit upon request a current list of their members whom they are representing. The Board will decide if there are administrative officers they do not desire to have represented by the Association organization.
- J. Organizational activity shall be restricted to after school hours. The employees may use the facilities of the teachers' room for such activities. Use of other school

facilities may be granted with the approval of the Superintendent. The use of bulletin boards should be restricted to the Faculty Room and the school communication system used only with approval of the Superintendent.

- K. The Board will arrange for the parties' current Agreement to be posted on the District's website in a location accessible to employees.

ARTICLE 7 GRIEVANCE PROCEDURE

- A. Purpose: - It is the purpose of this procedure that all grievances be resolved informally or at the earliest stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance procedure.
- B. Definitions - The term "grievance" means a claim by any party that, as to him, there has been an inequitable or improper application, interpretation or violation of this agreement and/or administrative decisions affecting the employee. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
 1. The failure to or refusal of the Board to renew a contract of a non-tenure employee.
 2. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education.
 3. In matters where the Board is without authority to act.
 4. In matters involving the sole and unlimited discretion of the Board.
 5. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to teachers or employees under provisions of State Law.

The term "employee", where applicable, shall mean all certificated personnel and all support staff employees under Board employ excluding the Superintendent, child study team (psychologist, social worker, learning consultant) and supervisory personnel. The term "representative" shall include an organization, agency or person authorized or designated by the local association, the majority representative of the bargaining unit, or by the Board to act on its or their behalf and to represent it or them.

The term "party", besides meaning an aggrieved employee, shall include the Board and the Association.

C. Procedure

1. An aggrieved party shall institute action under the provisions hereof within 20 calendar days of the occurrence. Failure to act within the 20 day period shall be deemed to constitute abandonment of the grievance.
2. In the presentation of the grievance, the party shall have the right to present his own appeal or to designate a representative to appear with him or for him in his appeal.
3. Whenever a party appears with a representative, the Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure.
4. The Grievance Procedure shall be as follows:
 - a. Level One - A party shall first discuss his grievance orally with the Superintendent. A decision shall be rendered within five (5) working days of said discussion.
 - b. Level Two - If the grievance is not resolved to the party's satisfaction or if no decision has been rendered, the party shall submit his grievance to the Superintendent in writing within ten (10) working days specifying:
 - 1) The nature of the grievance.
 - 2) The results of the previous discussion.
 - 3) The basis of his dissatisfaction with the determination.
 - 4) The redress sought by the aggrieved party.

The Superintendent shall give his decision in writing within ten (10) working days of receipt of the written grievance.

- c. Level Three - The Grievant may appeal to the Board of Education within ten (10) days if dissatisfied with the decision of the Superintendent as prescribed in Level 2. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - 1) The writing set forth in Level Two.

- 2) A further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's decision.

This data shall be submitted to the president of the Board of Education. The Board shall review the grievance and hold a hearing with the employee(s) and/or representative(s), if requested, within thirty (30) days. The president of the Board of Education shall notify the aggrieved employee and the Superintendent in writing of the Board's disposition of the grievance with five (5) working days after said hearing.

In the event the aggrieved party or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within ten (10) days after receiving the statement, refer the grievance to advisory arbitration. If both parties cannot mutually agree upon a third party, they will call upon and abide by the rules and regulations of the American Arbitration Association to make such appointment.

ARTICLE 8 TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- B. A teacher shall be given a copy of his rating or any other written evaluation of his work prepared by his supervisor at least one (1) day before any conference to discuss it. The teacher shall have the right to discuss such rating or evaluation with his supervisor, shall sign the evaluation and have the right to affix comments thereto.

ARTICLE 9 PERSONAL FILES

Each employee has the right to personally inspect his or her personal file upon written notice to the Superintendent. Such inspection must be conducted in the office of the Superintendent; under no circumstances can any materials be removed from the file without the express written permission of the Superintendent. Such permission to inspect will be granted by the Superintendent giving due consideration to the time of such request with a minimum of twenty-four hours notice to inspect.

ARTICLE 10 SEPARABILITY

If any provision of this agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by

a court of competent jurisdiction, all other provisions of the agreement shall continue in effect.

ARTICLE 11
TUITION REIMBURSEMENT

- A. Tuition reimbursement will be made for graduate courses related to the teacher's professional responsibilities.
- B. Courses must be offered by an accredited college and approved by the Superintendent.
- C. Reimbursement for teachers shall be \$275 per semester hour to a maximum of six semester hours per school year and six semester hours per summer session. The maximum individual reimbursement for a school year is \$3,500. Effective July 1, 2017, reimbursement for teachers shall be \$360 per semester hour to a maximum of six semester hours per school year and six semester hours per summer session. The maximum individual reimbursement for a school year shall be \$4,320.
- D. The district-wide maximum per year is \$12,000.00. Reimbursement shall occur in June. If there are more eligible credits submitted than can be covered by the district-wide cap of \$12,000, reimbursement per credit shall be reduced proportionately so that all eligible credits will receive an equal dollar payment. Effective July 1, 2017, the district-wide maximum per year shall be \$24,000.
- E. Should a teacher accrue more hours than the maximum allowable in a given year, the balance may be included for reimbursement in the following year.
- F. No reimbursement shall be made for semester hours taken through a program for which an employee receives a subsidy from other sources.
- G. For matters of reimbursement, no more than two courses with a grade of "C" or less will be accepted.
- H. A teacher who anticipates becoming eligible for horizontal movement to a higher salary guide column as a result of additional graduate course credit must notify the Superintendent of the anticipated eligibility and expected column placement no later than January 15th of the school year immediately preceding the school year in which the teacher expects to become eligible for column movement. Failure to comply with this notice requirement shall result in the teacher being precluded from placement on the higher salary guide column for salary purposes until such time as any resulting salary increase to said teacher is included in the annual school budget.

ARTICLE 12
DUTY-FREE LUNCH

Each teacher is entitled to a duty-free lunch period in accordance with state statute. The teacher lunch period on a full work day is 50 minutes.

ARTICLE 13
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2016, and shall remain in full force and effect to and including June 30, 2019.

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

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO CAUSED THEIR President, Secretary, Representative Members, as the case may be, the _____ day of March, 2017.

MANSFIELD TOWNSHIP BOARD OF EDUCATION

ATTEST:

Board Secretary

Board President

Representative Member

Representative Member

MANSFIELD TOWNSHIP EDUCATION ASSOCIATION

Association Secretary

Association President

Representative Member

Representative Member

**APPENDIX A-1
TEACHER SALARY GUIDE
2016-17**

Step	BA	BA+9	BA+18	BA+27	MA
1	51,346	51,971	52,596	53,221	53,846
2	51,546	52,171	52,796	53,421	54,046
3	51,746	52,371	52,996	53,621	54,246
4	51,996	52,621	53,246	53,871	54,496
5-6	53,715	54,340	54,965	55,590	56,215
7	55,740	56,365	56,990	57,615	58,240
8	57,764	58,389	59,014	59,639	60,264
9	59,788	60,413	61,038	61,663	62,288
10	61,812	62,437	63,062	63,687	64,312
11	63,838	64,463	65,088	65,713	66,338
12	67,120	67,745	68,370	68,995	69,620
13	70,402	71,027	71,652	72,277	72,902
14	75,000	75,625	76,250	76,875	77,500
15	79,598	80,223	80,848	81,473	82,098
16	84,436	85,061	85,686	86,311	86,936

**APPENDIX A-2
TEACHER SALARY GUIDE
2017-18**

Step	BA	BA+9	BA+18	BA+27	MA
1	51,346	51,971	52,596	53,221	53,846
2	51,546	52,171	52,796	53,421	54,046
3	51,746	52,371	52,996	53,621	54,246
4	51,996	52,621	53,246	53,871	54,496
5	53,715	54,340	54,965	55,590	56,215
6-7	55,740	56,365	56,990	57,615	58,240
8	57,764	58,389	59,014	59,639	60,264
9	59,788	60,413	61,038	61,663	62,288
10	61,812	62,437	63,062	63,687	64,312
11	63,838	64,463	65,088	65,713	66,338
12	66,977	67,602	68,227	68,852	69,477
13	70,259	70,884	71,509	72,134	72,759
14	74,857	75,482	76,107	76,732	77,357
15	79,455	80,080	80,705	81,330	81,955
16	84,836	85,461	86,086	86,711	87,336

**APPENDIX A-3
TEACHER SALARY GUIDE
2018-19**

Step	BA	BA+9	BA+18	BA+27	MA
1	51,346	51,971	52,596	53,221	53,846
2	51,546	52,171	52,796	53,421	54,046
3	51,746	52,371	52,996	53,621	54,246
4	51,996	52,621	53,246	53,871	54,496
5	53,715	54,340	54,965	55,590	56,215
6	55,740	56,365	56,990	57,615	58,240
7-8	57,764	58,389	59,014	59,639	60,264
9	59,788	60,413	61,038	61,663	62,288
10	61,812	62,437	63,062	63,687	64,312
11	64,168	64,793	65,418	66,043	66,668
12	67,468	68,093	68,718	69,343	69,968
13	70,768	71,393	72,018	72,643	73,268
14	75,518	76,143	76,768	77,393	78,018
15	80,268	80,893	81,518	82,143	82,768
16	85,236	85,861	86,486	87,111	87,736

APPENDIX B
HOURLY RATES FOR SUPPORT STAFF
2016-17, 2017-18 and 2018-19

All support personnel will receive the following annual increases during this Agreement:

- 2016-17: 3.3%
- 2017-18: 3.4%
- 2018-19: 4.5% effective December 1, 2018

These are the minimum hourly rates for each title during this Agreement:

2016-17:

TITLE	HOURLY RATE
Aides, Cafeteria Workers and Office Clerks	\$13.00
Custodians	\$15.17
Secretaries	\$16.37

2017-18:

TITLE	HOURLY RATE
Aides, Cafeteria Workers and Office Clerks	\$13.00
Custodians	\$15.69
Secretaries	\$16.93

2018-19:

TITLE	HOURLY RATE
Aides, Cafeteria Workers and Office Clerks	\$13.10
Custodians	\$16.40
Secretaries	\$17.69

APPENDIX C
GROUP LEADERS AND MVP NURSE LEADER
IN THE AFTER SCHOOL PROGRAM

- A. The hourly rates agreed to by the parties shall apply to all unit and non-unit personnel filling the position.
- B. The hourly rate for Group Leaders shall be \$15.00
- C. The hourly rate for MVP Nurse Leader shall be \$50.00.
- D. The Board agrees that appointment to the Group Leader position or to the MVP Nurse Leader position is on a voluntary basis.
- E. The Association agrees that personnel filling a Group Leader position or the MVP Nurse Leader position who do work on a regular basis during the regular work day shall not have the hours worked in the after school program count towards the hours needed for eligibility for Board-paid insurances.
- F. Except for grievance enforcement of the above items, no other provisions of the Agreement between the parties apply to Group Leaders in their positions as Group Leaders or to the MVP Nurse Leader in her/his position as MVP Nurse Leader. The MTEA may represent a Group Leader or the MVP Nurse Leader in any discipline matter on the same terms that it may represent regular unit members under the Agreement.

**SIDEBAR AGREEMENT BETWEEN THE MANSFIELD TOWNSHIP
BOARD OF EDUCATION AND THE
MANSFIELD TOWNSHIP EDUCATION ASSOCIATION**

WHEREAS, the Mansfield Township Board of Education ("Board") and the Mansfield Township Education Association ("Association") are parties to a collective negotiations agreement ("Agreement") in effect for the period July 1, 2016 through June 30, 2019; and

WHEREAS, subsequent to negotiation of the Agreement, the Board has determined to create a stipend position of Grade Level Liaison, with duties as set forth in the annexed job description; and

WHEREAS, the parties recognize that the stipend compensation for the additional duties of the position are negotiable, and having reached a mutually satisfactory agreement on such compensation the Board and the Association wish to memorialize their agreement;

NOW, THEREFORE, the Board and Association agree as follows:

1. The annual stipend amount for the duties of the Grade Level Teacher position shall be \$800 for the 2016-17 academic (ten-month) school year. This amount shall be prorated accordingly based upon the actual starting date of the individual selected to undertake the position's duties.
2. The parties agree to meet and discuss the level of compensation for the Grade Level Teacher position for the 2017-18 academic year in the event the Board determines to continue the position for the following school year.
3. This Agreement is subject to approval by the Board.

So Agreed:

Alison Perrone
Alison Perrone, President, Mansfield Township BOE

11/11/16
Date

Jessica Winters
Jessica Winters, President, Mansfield Township Ed. Ass'n.

11/8/16
Date