

Mannington Education Association

And

Mannington Township Board of Education

Collective Bargaining Agreement

Years 2011-2014

PERC Copy

3-19-14

Anna Dolbow, Bus Adm.

Negotiated Agreement
 Between
THE
MANNINGTON TOWNSHIP BOARD OF EDUCATION
 AND THE
MANNINGTON EDUCATION ASSOCIATION
 2011 - 2014

TABLE OF CONTENTS

Preamble-	Page
SECTION I: EMPLOYEES	3
Article I: Recognition	4
Article II: Negotiation Procedures	4
Article III: Grievance Procedures	5
Article IV: Advisory Arbitration	5
Article V: Employee Rights	6
Article VI: Employee Benefits	7
Article VII: Sick Leave & Leaves of Absence	8
Article VIII: Tuition Assistance	8
Article IX: Other Benefits (& Flex Spending)	9
Article X: Miscellaneous	10
Article XI: Separability & Board Rights	11
Article XII: Agency Shop/Representative Fee	
 SECTION II: TEACHERS	 11
Article I: Teacher Work & Prep Time	12
Article II: Professional Days; Leave of Absence; Unused Sick Leave	13
Article III: Teacher Evaluation	13
Article IV: Teacher Miscellaneous	
 SECTION III: SUPPORT	 14
Article I: Support Staff Terms & Conditions of Employment (12 Month; 10 Month & Aides)	
 SECTION IV DURATION	 15
 SECTION V SALARIES	
Schedule A-1 Salary Guide - Professional Staff	16-18
Schedule A-2 Salary Guide – Aides, 10 Month Clerical, Custodians	19

NEGOTIATED AGREEMENT

PREAMBLE

The Mannington Township Board of Education (hereinafter referred to as the "Board") and the Mannington Education Association (hereinafter referred to as the "Association") hereby enter into this Agreement.

This agreement will be effective from July 1, 2011 through June 30, 2014.

This agreement shall be in sections and the provisions in each section shall pertain only to the employment classifications indicated below:

<u>Section</u>	<u>Application</u>
I	All Unit Employees
II	Teachers Only
III	Support Staff including: Aides, Custodians and Clerical Staff
IV	All Employees
V	All Employees

Section I

ALL EMPLOYEES

Article I

Recognition

- A. The Board of Education recognizes the Association as the majority representative for grievances and for collective negotiations of the terms and conditions of employment for all non-supervisory certificated staff scheduled to work at least thirty (30) hours per full five day student week and for all full time non-supervisory and non-confidential clerical employees and aides.

Specifically excluded from the unit are all administrators, supervisors (including the supervising custodian), the Superintendent's Secretary, the Board Secretary/School Business Administrator, the Board Secretary's Secretary, and all other employees not specifically included by the first paragraph in this section.

- B. Definitions:

"Employee(s)" shall mean all staff in the bargaining unit;

"Teacher(s)" shall mean certificated staff in the bargaining unit;

"Classroom Teacher(s)" shall mean teachers whose primary responsibility is to teach and shall not include nurses, counselors, and similar positions;

"Support Staff" shall mean employees in the unit whose position does not require teaching certifications;

"Full Time" shall be defined as scheduled to work at least thirty (30) hours per regular five (5) day student week.

Section I

Article II

Negotiation Procedures

- A. Negotiations shall commence for a successor Agreement in accordance with the time frames established by (P.E.R.C.) Public State Law, 1974, chapter 123.
- B. The Board and Association agree that they have bargained fully and in good faith and have agreed upon all terms and conditions of employment. This Agreement represents and incorporates the complete and final understanding and settlement by the Board and the Association of all issues and conditions of employment which were the subject of negotiations.

Section I

Article III

Grievance Procedure

- A. A grievance is a claim by an employee that he/she has sustained a loss or injury due to a violation, misinterpretation or misapplication of any provisions of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
- B. Any employee who has a grievance shall first discuss it with the Superintendent within five school days of the alleged violation in an attempt to resolve the matter informally at that level.
- C. If after informal discussion with the Superintendent, the employee is not satisfied, within five school days after the discussion he/she will set forth the grievance in writing, specifying:
 - 1. All dates (date of occurrence, date of filing, date of prior decision, date of appeal, etc.)
 - 2. A description of the incident or alleged violation giving rise to the grievance.
 - 3. Identification of the specific provision(s) of the agreement, specific board policy, and/or specific administrative decision involved.
 - 4. The specific remedy sought by the grievant(s).
 - 5. The outcome from the prior level in the procedure, if any.
- D. The Superintendent will communicate his/her decision to the employee in writing, within five school days after receipt of the written grievance.
- E. If the employee is not satisfied, within five school days he/she may request a hearing by the Board (or committee of the Board for hearing purposes). Such request shall be submitted through the administrator who will attach all related papers. The Board (or Board committee) shall grant a hearing within twenty (20) calendar days and a written decision shall be given by the full Board within fifteen (15) calendar days after the next regular scheduled Board meeting. The grievant shall be entitled to a representative of his/her choice.
- F. Failure to respond within the timelines would constitute abandonment of the grievance and acceptance of the decision rendered at the last level, if any.
- G. No reprisals of any kind shall be taken by the Board or any member of the Administration against any employee or representative by reason of participation in the grievance procedure.
- H. For the life of this Agreement, any plaintiff, and all others covered by this Agreement, will continue in performance of all their usual teaching and other duties in the usually accepted manner.

Section I Article IV

Advisory Arbitration

The following pertains only to grievances involving the express written provisions of this agreement. Arbitration shall not be available, except as mandated by law, for grievances involving any of the following matters:

- A. The non-renewal of a non-tenured staff member;
- B. Any matter for which an alternative appeals procedure is provided;
- C. Statutory and/or regulated terms and conditions of employment;
- D. Alleged violations of Board policies or administrative decisions.

If the aggrieved person is not satisfied with the disposition of his/her grievance at the Board level, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board of Education, he/she may, within five (5) calendar days after the decision by the Board or forty (40) calendar days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration.

If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.

Within twenty (20) calendar days after such written notice of submission to Arbitration, the Board and/or the Association shall make a request from PERC or the American Arbitration Association for a list of arbitrators.

The parties shall then be bound by the rules and procedures of PERC or AAA in the selection of an Arbitrator.

The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date that the final statements and proofs on the issues are submitted to him/her.

The Arbitrator's decision shall be made in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to: add to or otherwise modify this agreement; make any decision which violates the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall only be advisory.

The cost for the services of the Arbitrator shall be borne equally by both parties.

Section I Article V

Employee Rights

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- B. A Liaison Committee shall be formed consisting of the Association president and the Superintendent which may meet once per month at a time of mutual convenience to discuss problems of mutual concern if determined necessary by either party. Additional members may be required to attend as needed.

Section I

Article VI

Employee Benefits

Insurance Protection and Medical Benefits

- A. Eligibility for fringe benefits shall be extended only to employees scheduled to work in Mannington for at least 30 hours per full student work week - unless eligibility for participation on the basis of a shorter workweek is mandated. However, employees who are "shared" with another NJ District and who work at least 30 hours in Mannington and such other district shall be eligible to participate in the employee insurance programs provided that the other district pays its proportional cost for such insurance program(s).
- B. As of September first of each contracted school year, health care insurance will be provided to all eligible and participating employees. Effective July 1, 2006, the health benefit agreement entered into will implement the \$10/\$20/\$70 health benefits program. An open enrollment period for all employee health benefit changes shall be held once a year. All employee changes made during open enrollment become effective in coordination with the beginning of the next insurance/budget fiscal year.
- C. As to the degree permitted by the Insurance Carrier/Provider the P.P.O. (Preferred Physician Organization) shall be provided by the Board to each full time employee (over 30 hours) from September first to August thirty-first of each contract year. The Board will pay PPO Individual, Parent/Child, Husband/Wife or Family coverage for each eligible participating employee in the district who fills out all the required forms in the school office. All employees desiring enrollment in a health insurance plan (as offered by the Board) other than PPO, will contribute by payroll deduction the difference in the rate over/above the PPO rate for the plan year. Upon termination of employment of the employee, the board will no longer be responsible for payment of insurance premiums.
- D. All new eligible employees hired to the district after June 30, 1996, will be provided single PPO health coverage. Any employee desiring enrollment in a health plan (as offered by the board) other than PPO single coverage will then contribute by payroll deduction the difference between the rate over/above the single PPO rate for the plan year. Any employee desiring coverage over/above the "single rate" will contribute by payroll deduction the difference between single coverage and the coverage requested for enrollment (i.e. Parent/Child, Husband/Wife, Family) for the plan year.
- Upon reaching tenure all eligible employees will qualify for PPO Individual, Parent/Child, Husband/Wife or Family coverage at no cost to the employee.
- Upon official termination of employment of the employee, the Board will no longer be responsible for the payment of the premiums.
- E. Employees enrolled in the health insurance coverage plan provided in Section I, Article VI, may elect to waive all coverage(s) provided proof of coverage through another source can be demonstrated. Employees who waive coverage shall receive payment pro-rated each pay period in the total amount of \$2,200 during year 2011-2012; \$2,200 during year 2012-13; \$2,200 during year 2013-2014 in lieu of health coverage, based on the number of months that the applicable coverage was waived during the year.

An employee may revoke his or her waiver of coverage and request reentry into the Employer offered plan, subject to a change in status due to the following life changing conditions as provided under Section 125 of the Internal Revenue Code:

- 1) Death of spouse; 2) Divorce; 3) Change in number of dependents; 4) Termination of employment; 5) Reduction in hours of employment; 6) Reduction of health benefits by spouse's employer to eliminate dependent coverage; 7) Cancellation of health insurance benefits by spouse.

- F. As to the degree permitted by the Insurance Carrier/Provider, Prescription coverage with a \$15.00 brand name co-payment, \$10.00 generic co-payment, \$5 mail order co-payment will be provided to each eligible employee. Eligibility for enrollment in prescription plan coverage will apply the same as for the health benefits as addressed in paragraph "C" above.
- G. The Board agrees to allow employees to have payroll deductions for a tax sheltered annuity plan and insurances. 1) Lincoln; 2) Prudential; and 3) AIG. After remission of the amount designated by each participating employee, it is expressly understood herein that the Board shall have no further liability concerning disposition or reporting of such funds. Said deduction shall not change more than one time per year after enrollment. The named plan shall provide the Board with a "Hold Harmless" letter.
- H. The Board of Education agrees that children of the members of this unit who reside outside of Mannington Township may be admitted to the Mannington Township School, tuition free, under the following conditions. Each case for admission will be evaluated by the Superintendent on the following criteria: 1) The student can be accommodated within the regular classroom, 2) The request for admission must be made prior to May 1st of the year prior to the school year for which admission is requested.

Section I

Article VII

Full Time Employees Sick Leave or Other Leaves of Absence

- A. Full time teachers and full time support staff shall be entitled to the following paid leave days: Ten (10) sick leave days at the beginning of each school year. Employees hired after the start of the school year shall have their sick leave days prorated.
- B. Unused portion of the ten (10) sick leave days is cumulative from year to year as long as the employee remains in the Mannington School District.

Should all accumulated sick leave of an employee be used up in one (1) year, in the event of emergency illness or an emergency operation, written application to the Board, with an attached certification from a physician, may be made by that employee for an extension of his/her sick leave. If the Board grants additional sick leave, and to the extent, in each individual instance, that such leave is granted, such employee shall receive the difference between his/her salary and that actually paid the substitute for each additional day.

- C. Up to three (3) days per year for family emergency, legal, or business matters that require the teacher's absence during school days. Except in case of emergency, the teacher will request in writing to the Superintendent at least one day in advance. In case of emergency, teachers may call the secretary in charge of emergency days. All such telephone conversations will subsequently be confirmed in writing by the teacher and given to the administrator as soon as possible. Unused days may not accumulate from year to year.

Bereavement Leave Employees shall be eligible for the following non-cumulative leaves:

1. Up to five (5) days at one time in the event of the death of a teacher's spouse, child, parent, parent-in-law, siblings and grandparents. Other circumstances will be considered on an individual basis by the Superintendent.

2. Sufficient time will be granted an appropriate number of employees to attend the funeral services of a member of the school staff or one of its students, as designated by the Superintendent.

Section I

Article VIII

Tuition Assistance - Employee Professional Improvement

- A. Full time employees shall be reimbursed for tuition costs for pre- approved credits per school year at an accredited college or university (accreditation by the Middle States Association of colleges and Schools or equivalent association for schools not in this area) for one (1) course per semester. Tuition for course work which is directly related to the employee's professional responsibilities at Mannington Township School or required for a graduate degree shall qualify for reimbursement. Each employee seeking reimbursement must obtain written pre-approval for the course work from the Superintendent prior to commencing course work.

The total of all reimbursements for all employees for all course work started in 2011-2014 school years (July 1 -June 30) shall not exceed \$6,350 per year.

B. **Rules and Regulations**

1. To be eligible for reimbursement of tuition costs, the employee must submit the following to the Superintendent.
 - a) A letter advising of the employee's intent to enroll and the nature of the program.
 - b) A request for approval of the course(s) and conferences prior to the registration will include potential substitution to be used in the event your first choice is not available.
 - c) Satisfactory evidence of having successfully completed the course and a transcript indicating a letter grade of "B", along with an official receipt for tuition expense incurred.
2. Employees who may be required to undertake courses as a result of their having been assigned outside the scope of their certificate shall be eligible for full reimbursement of eligible expenses.
3. Upon employment, persons become immediately eligible to apply for professional improvement programs. Reimbursement, however, is contingent on current employment in accordance with the following disbursement schedule:

<u>Session</u>	<u>Board Approval</u>
Pre Summer/Summer/Post Summer	October Meeting
First Sem./Fall	February Meeting
Second Sem /Spring	June Meeting

Section I

Article IX

Other Benefits

A. **Flexible Spending Plan**

Each full time teacher and/or full time support staff shall be eligible to participate in a flexible spending plan offered by the Board. Eligible employees who wish to participate must

complete the necessary signup procedures by the dates designated by the Plan administrator.

The Board will contribute \$700 a school year in the years 2011-2012; 2012-2013 and 2013-2014 to the account of each participant or a prorated amount if the employee is hired after the start of the Plan year. Such payments will be in equal monthly payments.

The Board will also pay the set-up and monthly maintenance fees of the Plan.

Claims for reimbursement must be submitted in accordance with the Plan's policies and procedures.

- B. An employee shall be reimbursed for the approved use of his/her personal vehicle for the conduct of school business or for approved travel to/from conferences and seminars at the rate established by IRS on the first of the year and as per state mandated travel regulations. To receive reimbursement, teachers will submit to the Board valid vouchers and/or receipts, for each item or expense.
- C. Employees may individually elect to have monthly payroll deduction from their salaries for deposit in a credit union recommended by the Association pending Board approval.

Section I

Article X

Miscellaneous

- A. Employees shall be paid in equal installments on the 15th and 30th day of each month: Ten (10) month employees in twenty (20) equal installments and twelve (12) month employees in twenty-four (24) equal installments.
- B. Final Paycheck
 - 1. Employees shall receive their final check on the last working day in June, if according to the Superintendent their work is completed for the school year.
 - 2. meaning for teachers:
 - a. Records complete and recorded properly in the office.
 - b. Supply and book orders completed.
 - c. Books, supplies, and equipment stored properly in the space that is available.
 - d. The classroom left in a neat and orderly manner.
 - 3. Schedule A, Salary guide, which is part of this Agreement, sets forth the pay scales.
- C. When a payday falls on a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- D. All employees covered under this Agreement shall indicate their arrival and departure for duty by signing the Superintendent's roster daily in accordance with the time schedule set forth by the Board.
- E. Direct Deposit will be offered to all employees.
- F. Unused Sick Leave

Full time employees with twenty (20) years or more service in the district are eligible to

receive fifty (50) dollars per day, up to one hundred twenty-five (125) days, for unused accumulated sick leave upon retirement. Retirees shall mean only employees who have completed twenty (20) or more years of service in the district and who are immediately eligible to receive (or have started to receive) monthly annuity payments from the pension system. Payments may be made in lump sum or in two payments with half (50%) of the amount payable by June 30th of the year of retirement and second half (50%) payment no later than August 30th of the same calendar year of retirement.

Written notification must be provided to the Superintendent and Board of Education of intent to retire and use of accumulated sick days three months prior to the effective retirement date.

Section I

Article XI

Board Rights

- A. The Board reserves to itself sole jurisdiction and authority over all matters of policy and retains, subject only to the limitation imposed by the language of this Agreement and in accordance with applicable laws and regulations, the right to a through and efficient operation of the school.

Separability

- A. If any provision of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any provision should be restricted by such tribunal pending a final determination as to its validity, such provision shall be inoperative; but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section I

Article XII

Shop/Representative Fee

A. Purpose of Fee

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

B. Amount of Fee/Notification

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

C. Notification – Deduction and Transmission of Fee

On or about September 30th of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 31st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

D. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in paragraph one above the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

E. Mechanics

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

F. New Employees

On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding month. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

Section II

Article I

TEACHERS

Teacher Work Year

- A. While the Board reserves unto itself the decision as to the issuance of the school calendar, it will attempt to take into account, the recommendations of the Association.
- B. The length of the teacher's work year will be 185 workdays.
- C. Teachers' normal hours are contingent upon, among other things, a transportation schedule involving Salem High School and various private schools as well as the students of Mannington Township School making some degree of flexibility of teachers' hours necessary. Therefore, the normal hours are 7:55 a.m. and shall continue until 3:20 p.m. making the work day seven (7) hours and twenty-five (25) minutes as determined at the sole discretion of the Board. There must be latitude in these hours. Whatever time that teachers are required to be in the building in excess of the pupil day will be utilized, whenever necessary, to include scheduling of conferences with parents and giving academic aid to students.
- D. Teachers are responsible for careful daily preparation, attendance at staff meetings, and participation in school activities such as: Back to School Program(s), Co-Curricular activities in which teachers are directly involved, and TEAM meetings (while not mandatory, teachers should make every effort to attend TEAM meetings).
- E. Faculty or professional meetings after class hours, without additional compensation, may be required at the discretion of the Superintendent, who will attempt to limit these meetings to no more than two per month. Such meetings will begin ten (10) minutes after student dismissal and will last for a maximum of an hour and a quarter. Notification of such meetings will be posted at least two (2) days prior to the meeting except in extenuating circumstances as determined by the Superintendent.

- F. Teachers shall provide the substitute teachers a daily, weekly or alternate plan, as required, and in accordance with procedures set forth by the Superintendent.
- G. Teachers shall not be required to sit in attendance at lunch tables with students during student lunch period. Assigned certificated staff shall be responsible for control and discipline of students during lunch periods
- H. Each full time classroom teacher shall receive no less than two hundred (200) minutes of preparation time each full five (5) day student week. This prep time received is dependent upon fiscal continuation of the programs based upon the current academic school year. Preparation time shall be in segments of not less than twenty (20) minutes. Student contact time is 8:10 a.m. and shall continue through to 2:55 p.m., which is established at the sole discretion of the Board.

In weeks with less than five student days, less than two hundred (200) minutes of preparation time may be provided.

It shall not be considered a violation of this agreement if a teacher does not receive preparation time due to fiscal restraints of programs, field trips, other variations in his/her students' usual day, and in the event of an emergency.

Preparation time shall be used to prepare instructional materials, lesson plans, correct and grade students' work, and related professional responsibilities; to meet with other educators to discuss/evaluate students, curriculum and related professional matters, to review/discuss observations and evaluations; to meet with parents; and, as per practice with the knowledge and approval of the Superintendent, such approval not being unreasonably withheld.

Except as required to provide preparation time, teachers may be assigned to other duties while he/she is not required to supervise his/her students. Such other duties may include student(s) instruction, student(s) supervision, and other professional assignments.

I. Professional Days

1. To encourage teachers to broaden and improve their professional capabilities, the Superintendent is authorized to approve "Professional Days" to teachers for the purpose of their attending conferences, meetings, or seminars.
2. Each teacher will be advised no later than two (2) working days prior of professional days assigned by the Superintendent.

J. Leave of Absence

Requests for leaves of absence up to one (1) year may be approved in advance by the Board of Education upon written presentation of all pertinent information supporting the request. All benefits shall be covered by the employee while on leave of absence. Written intention to return to Mannington School System must be presented to the Superintendent by March 15th of that calendar year.

K. Unused Sick Leave

Full time teachers with twenty (20) years or more service in the district are eligible to receive fifty (50) dollars per day, up to one hundred and twenty-five (125) days, for unused accumulated sick leave upon retirement. Retirees shall mean only teachers who have completed twenty (20) or more years of service in the district and who are immediately eligible to receive (or have started to receive) monthly annuity payments from the pension system. Payments may be made in lump sum or in two payments with half (50%) of the amount payable by June 30th of the year of retirement and second half (50%) payment no later than August 30th of the same calendar year of retirement.

Written notification must be provided to the Superintendent and Board of Education of intent to retire and use of accumulated sick days by March first (1st) of the year prior to the effective retirement year.

Section II

Article II

Teacher Evaluation

- A. Tenured teachers will be evaluated at least once during the school year by the Superintendent. A comprehensive written report will be prepared by the Superintendent and signed by the teacher. A copy of the report will be given to the teacher.
- B. If a teacher disagrees with the evaluation made by the Superintendent, he/she may prepare his/her written comments, which will be placed with the official evaluation in the teacher's file.
- C. Evaluated documentation of a teacher written by the Superintendent will first be shown to the teacher concerned, who will be afforded the opportunity to acknowledge by signature, or to make a written response, prior to incorporation in the teachers permanent personnel file. Each teacher shall have the opportunity to examine his/her permanent file twice each year at a time of reasonable convenience, except for confidential pre-employment data. Nothing herein precludes the need for a teacher to see his/her file at any other time of mutual convenience.
- D. Evaluation conferences shall occur within seven (7) school days of the observation.
- E. Evaluation reports shall be presented to each teacher in accordance with the following procedures:
 - 1. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observes the teaching performance.
 - 2. Such reports shall be addressed to the teacher.
- F. The teacher shall be given a copy of any class visit evaluation report prepared by his/her evaluator two days before any conference to discuss said report. No such reports shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- G. Upon request the evaluator shall enumerate some of the proper methods to correct any areas requiring improvement.
- H. All monitoring or observation of the work performance of a teacher shall continue to be conducted openly and with full knowledge of the teacher.
- I. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board or any agent or representative of the Board, shall be subject to the grievance procedure herein set forth.

Section II

Article III

Miscellaneous

A. Teacher Employment

Each teacher will be placed at the proper salary level for the start of each school year in September of that year. Bonus pay for the attainment of BA+15 or MA will be awarded upon submitting a transcript to the Superintendent to determine eligibility for receiving this benefit. Credits submitted prior to October 1 and approved will be credited for bonus pay retroactive to the beginning of the school year. Credit submitted and approved prior to March 1 will be prorated and retroactive to February 1 of the year submitted.

B. Maintenance of Classroom Control

The Board and the Association recognize that the teacher is the primary, immediate resolver of normal discipline problems. If a teacher deems more severe disciplinary action is required, matters shall be handled as stipulated by the Discipline Code. The Board shall develop, adopt, and promulgate guidelines for this code; and such procedure shall be available to each teacher. Nothing herein is intended to preclude teacher in-put for development of such procedure through the Liaison Committee.

C. Classroom Expense

1. A teacher shall be reimbursed for personal expenditures for the classroom when prior written approval is granted by the Superintendent.
2. To receive reimbursements teachers will submit to the Board valid vouchers and receipts for each item or expense.

Section III

Article I

SUPPORT

Support Staff - Terms & Conditions of Employment

A. Work Year and Workday for Support Staff

1. The work year and workday for full time support staff shall be as follows:
 - a. Twelve (12) month
 1. Work year: Twelve (12) months;
 2. Workday: Eight (8) hours, including a thirty (30) minute meal break.
 3. Vacation Leave: Full Time twelve (12) month support staff shall be entitled to paid vacation leave as follows:

<u>Length of Service in the district as of June 30</u>	<u>Vacation Entitlement for Use during the following year 7/1 - 6/30</u>
less than 9 months:	1 day for each month
from 1 to 5 years:	10 days
from 6 to 15 years:	15 days
from 16 to more years:	20 days

Vacation leave is not cumulative but must be used during the year (July 1 - June 30), with the Superintendent having discretion to extend vacation time into the next school year.

An employee who submits his/her resignation or retirement in writing at least thirty (30) days prior to the effective date of such resignation or retirement shall be paid for accumulated and unused vacation time and for a pro-rata portion of the vacation time which would have been earned for use in the following fiscal year. Such pro-rata portion shall be calculated on the basis of 1/12th of the vacation entitlement that would have been earned the following July 1 time the number of complete months served in full pay status during the fiscal year in which resignation or retirement occurs.

4. Holidays: Full time twelve (12) month support staff shall be entitled to ten (10) paid holidays each year. The schedule of holidays for each year shall be determined by the Board of Education after it has adopted the school student calendar and the teachers' work calendar for that year. In the event the teachers' work calendar is subsequently modified and a day designated as a holiday becomes a workday for teachers, the schedule of holidays may also be modified

b. Ten (10) month

1. Work year: One hundred eighty-five (185) days plus up to thirty (30) additional days. Time worked on such additional days shall be paid at the employees' hourly rate. The hourly rate shall be the employees' annual rate divided by 1,480. (Note: 1480 is the number of work hours in the regular 185 day work year (185 x 8.0 hours per day))

2. Workday: eight (8) hours, including a thirty (30) minute meal break.

c. Aides

1. Work Year: One hundred and eighty-five (185) days.

2. Workday: All work days shall be full days of seven (7) hours, including a thirty (30) minute meal break. Aides will follow the students schedule on half days unless, at the Superintendent's discretion, the Aides are required to attend staff in-service. Each Aide will be advised no later than two (2) working days prior of in-service days assigned by the Superintendent.

B. Evaluation: Non-certificated employees (including 12 month, 10 month and aides) shall be evaluated, in writing, at least once a year and shall be given the right/protections granted teachers pursuant to Section II, Article XI, Paragraph C.

Section IV

DURATION

This Agreement shall be effective July 1, 2011 and continue in existence through June 30, 2014.

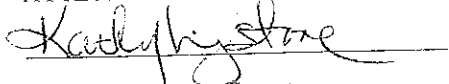
IN WITNESS WHEREOF, the Mannington Township Board of Education and the Mannington Education Association have caused their officers to execute this Agreement this 17th day of August, 2011.

ATTEST:



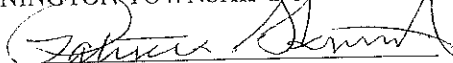
Donna Dolbow, Business Adm.

ATTEST:




Kathy Livingstone Secretary

MANNINGTON TOWNSHIP BOARD OF EDUCATION



Patricia Skwirut, President

MANNINGTON EDUCATION ASSOCIATION



Sharon Kellum, President

Section V - Salary Guide Schedule "A"

SCHEDULE A-1 - Salary Guide-Professional Staff 2011-2012

Step	BA	BA +15	MA
1	46,363	47,113	47,863
2	46,663	47,413	48,163
3	47,788	48,538	49,288
4	48,913	49,663	50,413
5	50,038	50,788	51,538
6	51,387	52,137	52,887
7	52,737	53,487	54,237
8	54,087	54,837	55,587
9	55,437	56,187	56,937
10	56,787	57,537	58,287
11	58,249	58,999	59,749
12	59,711	60,461	61,211
13	61,174	61,924	62,674
14	62,782	63,532	64,282
OG	57,008		
OG1	69,193		
OG2	71,062		
OG3	72,808		
OG4		74,577	
OG5			78,577
OG6	82,481		

Lateral Guide Movement.

BA+15 is \$750 additional and MA is \$1500 additional in each year of the agreement.
 The transcript must be provided to the Superintendent in determining an employee's eligibility for receiving this benefit. The amount paid will be in accordance with Section II, Article III A.

There is no off guide movement.

SCHEDULE A-1 - Salary Guide-Professional Staff 2012-2013.

Step	BA	BA +15	MA
1	48,154	48,904	49,654
2	48,454	49,204	49,954
3	48,754	49,504	50,254
4	49,879	50,629	51,379
5	51,004	51,754	52,504
6	52,353	53,103	53,853
7	53,703	54,453	55,203
8	55,053	55,803	56,553
9	56,403	57,153	57,903
10	57,753	58,503	59,253
11	59,215	59,965	60,715
12	60,677	61,427	62,177
13	62,140	62,890	63,640
14	63,748	64,498	65,248
OG	57,974		
OG1	70,159		
OG2	72,028		
OG3	73,774		
OG4		75,543	
OG5			79,543
OG6	83,447		

Lateral Guide Movement.

BA+15 is \$750 additional and MA is \$1500 additional in each year of the agreement. The transcript must be provided to the Superintendent in determining an employee's eligibility for receiving this benefit. The amount paid will be in accordance with Section II, Article III A.

There is no off guide movement.

SCHEDULE A-1 – Salary Guide-Professional Staff 2013-2014

Step	BA	BA +15	MA
1	50,018	50,768	51,518
2	50,264	51,014	51,764
3	50,564	51,314	52,064
4	50,864	51,614	52,364
5	51,989	52,739	53,489
6	53,338	54,088	54,838
7	54,688	55,438	56,188
8	56,038	56,788	57,538
9	57,388	58,138	58,888
10	58,738	59,488	60,238
11	60,200	60,950	61,700
12	61,662	62,412	63,162
13	63,125	63,875	64,625
14	64,733	65,483	66,233
OG	58,959		
OG1	71,144		
OG2	73,013		
OG3	74,759		
OG4		76,528	
OG5			80,528
OG6	84,432		

Lateral Guide Movement.

BA+15 is \$750 additional and MA is \$1500 additional in each year of the agreement. The transcript must be provided to the Superintendent in determining an employee's eligibility for receiving this benefit. The amount paid will be in accordance with Section II, Article III A.

There is no off guide movement.

Salary Schedule "A"

A – 2 Aides, Clerical, Custodian 2011 – 2012

Step	Aides	Clerical	Cust
1	21,088	26,876	30,556
2	21,650	27,376	31,338
3	22,213	27,876	32,123
4	22,776	28,376	32,903
5	23,338	28,876	33,692
6	25,208	29,376	34,513

A – 2 Aides, Clerical, Custodian 2012 – 2013

Step	Aides	Clerical	Cust
1	21,278	27,066	30,746
2	21,840	27,566	31,528
3	22,403	28,066	32,313
4	22,966	28,566	33,093
5	23,528	29,066	33,882
6	25,398	29,566	34,703

A – 2 Aides, Clerical, Custodian 2013 – 2014

Step	Aides	Clerical	Cust
1	21,717	27,505	31,185
2	22,279	28,005	31,967
3	22,842	28,505	32,752
4	23,405	29,005	33,532
5	23,967	29,505	34,321
6	25,837	30,005	35,142

There is no off guide movement during the years of this Agreement for aides, 10 Month Clerical or Custodian support staff.