

AGREEMENT

BETWEEN

THE MANCHESTER TOWNSHIP BOARD OF EDUCATION

AND

THE MANCHESTER TOWNSHIP EDUCATION ASSOCIATION

COVERING THE PERIOD

JULY 1, 2012 THROUGH JUNE 30, 2015

Contents

PREAMBLE	5
ARTICLE I	5
Recognition and Purpose	5
ARTICLE II	6
Negotiating Procedure	6
ARTICLE III	6
Grievance Procedure.....	6
ARTICLE IV.....	8
Costs and Expenses	8
ARTICLE V.....	8
Strikes and Lockouts	8
ARTICLE VI.....	8
Amendments	8
ARTICLE VII.....	9
School Calendar	9
ARTICLE VIII.....	9
Vacation	9
ARTICLE IX.....	10
Work Hours and Work Load.....	10
and Nurses.....	15
ARTICLE X.....	15
Temporary Leaves of Absence.....	15
and Retirement	17
in the Family.....	18
ARTICLE XI.....	20
Employee Rights and Protection	20
Clause.....	21
or Hearings	21
ARTICLE XII	23
Employee Assignment	23
ARTICLE XIII.....	24
Transfers and Reassignments.....	24
ARTICLE XIV.....	24
Insurance Protection	24
ARTICLE XV	27
Tuition Reimbursement	27

ARTICLE XVI.....	28
Professional Development	28
ARTICLE XVII	29
Association Rights and Privileges.....	29
Facilities and Mail Boxes.....	30
ARTICLE XVIII.....	32
Past Practice	32
ARTICLE XIX.....	33
Secretarial Compensation - Education.....	33
ARTICLE XX.....	33
Salaries & Stipends.....	33
ARTICLE XXI.....	33
Longevity - Teachers and Secretaries.....	33
ARTICLE XXII	34
Tutoring	34
ARTICLE XXIII	34
Bus Duty	34
ARTICLE XXIV.....	34
Summer Work	34
ARTICLE XXV	35
Seniority - Para-professionals	35
ARTICLE XXVI.....	36
Seniority - Secretaries.....	36
ARTICLE XXVII.....	37
Duration of Agreement	37
SCHEDULE A-1	38
BA Teacher Guide.....	38
SCHEDULE A-2.....	39
BA+30 Teacher Guide.....	39
SCHEDULE A-3.....	40
MA Teacher Guide.....	40
SCHEDULE A-4.....	41
MA+30 Teacher Guide	41
SCHEDULE A-5.....	42
PhD Teacher Guide	42
SCHEDULE B-1.....	43

10 Month Secretary Guides.....	43
SCHEDULE B-2.....	44
12 Month Secretary Guides.....	44
SCHEDULE B-3.....	45
Principal's Secretary Guides.....	45
SCHEDULE C.....	46
Para-Professionals Guides.....	46
SCHEDULE D.....	48
Coaching Guide.....	48
SCHEDULE E.....	51
Advisors Guide.....	51

PREAMBLE

The following constitutes a contract between the Manchester Township Board of Education and the Manchester Township Education Association.

ARTICLE I

Recognition and Purpose

- 1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiating concerning grievances and terms and conditions of employment for all regularly employed certified and non-certified personnel employed by the Board and listed below.
- 1:2 This contract applies to all classroom teachers, special teachers, guidance counselors, Child Study Team members, librarians, nurses, full-time physical therapists, full-time occupational therapists, Athletic Trainer, secretaries*, (**), para-professionals, and all other clerical personnel, but excludes administrative and other supervisory personnel as well as the secretaries to the superintendent, assistant superintendent, business administrator, director of special services, director of curriculum, director of student and administrative services, supervisor of buildings and grounds, the payroll specialists and the budgetary specialists.
- * The secretary to the Supervisor of Building and Grounds shall be reclassified as non-confidential and thereby returned to the Association's bargaining unit immediately upon the retirement, resignation or termination of the employee currently serving in that position.
- ** If an attendance officer is hired it shall be a secretarial position.
- 1:3 Unless otherwise indicated, the term "employee" used hereinafter in this agreement shall refer to all employees represented by the Association as noted in 1:1 above. The term "teacher," when used hereinafter in this agreement, shall refer to all certified employees in the negotiating unit as noted in 1:1 above. The term "secretaries," when used hereinafter in this agreement, shall refer to all secretaries and clerical personnel in the negotiating unit as noted in 1:1 above.
- 1:4 Employees regularly employed on a part-time basis shall receive salary pro-rated to that of employees on a full-time basis. Such employees shall receive all benefits in Article X pro-rated to the nearest whole day.
- 1:5 Employees employed for less than twenty (20) hours per week shall not be eligible for health insurance benefits.

1:6 The Board and the Employee agree to participate in negotiations under the New Jersey Employer-Employee Relations Act, such participation being in good faith for the purpose of arriving at mutual agreement on the terms and conditions of employment. Negotiations shall begin no later than October 1 of the year prior to the school year for which the contract will be negotiated.

ARTICLE II

Negotiating Procedure

2:1 Directing Requests

Request for meetings from the Employee shall be made directly to the Superintendent of Schools. Requests from the Board shall be made to the representative of the Employee. A mutually convenient meeting date shall be set within forty-five (45) calendar days of the date of request by either party, if feasible.

2:2 Meetings

Meetings shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. Official summary minutes shall be kept and clerical assistance provided; clerical assistance shall be shared equally by both parties.

2:3 Agreement

When agreement is reached, it shall be reduced to writing by the Board, and when ratified by the Board and the Association, shall be signed by both parties. The agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the unit.

ARTICLE III

Grievance Procedure

A grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment of the employees covered by this agreement. (Appendix A)

3:1 Level 1: The aggrieved person shall submit his/her grievance in writing on the Grievance Form 1 to the Building Principal within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.

3:2 The Building Principal shall answer or settle the matter within five (5) school days of receipt of the grievance.

3:3 Level 2: If the aggrieved person is not satisfied with the Level 1 response, the grievant may appeal to the Superintendent on Grievance Form 2 within ten (10) school days of the Level 1 response.

- 3:4 The Superintendent shall answer or settle the matter within ten (10) school days after receipt of Grievance Form 2.
- 3:5 Level 3: All foregoing steps having been taken without satisfaction, the grievant may appeal to the Board of Education using Grievance Form 3. This appeal shall be made within ten (10) school days of the termination of the proceeding time stipulation.
- 3:6 The Board of Education, or its representative, shall meet with the grievant within thirty (30) school days of the appeal, and render a decision within fifteen (15) school days of the hearing.
- 3:7 Level 4: If the aggrieved is not satisfied with the disposition of the grievance by the Board of Education, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Executive Board of the Association determines that the grievance is meritorious, they may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved.
- 3:8 Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.
- 3:9 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall be 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 make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- 3:10 The arbitrator shall limit him/herself to the interpretation and application of the terms of this Agreement, and to the issues submitted to him/her and consider no other(s).
- 3:11 The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not provided for in this Agreement.
- 3:12 The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in the Agreement, shall be final and binding on the aggrieved employee or employees, the Association, and the Board.
- 3:13 All fees of the arbitrator including, but not limited to necessary travel expenses, fees for transcripts, and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

- 3:14 Nothing in the Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.
- N.B. It should be understood that in Levels 1 through 4 of the procedure, the grievant may be accompanied by no more than three (3) representatives of his/her choosing.

ARTICLE IV

Costs and Expenses

Costs and expenses incurred in the printing of any of the terms of this contract shall be mutually shared by the Board and the Association. The signing and printing of the contract must be accomplished in a timely manner, not to exceed sixty (60) days from the ratification by both parties, if possible. The contract shall be reduced to writing by the Board.

ARTICLE V

Strikes and Lockouts

For all Unit Members

- 5:1 During the period of this Agreement or any extension thereof, there shall be neither strikes nor other stoppage of the educational process by the Unit or its members, nor any lockouts of employees of the Board.
- 5:2 In addition to any other restriction under the law, the Association shall not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work, and the Employer shall not cause a lockout.
- 5:3 Except as abridged, limited, or modified by the terms of this contract, the Employer may exercise all rights, powers, duties, authorities, and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of New Jersey and the United States of America. Except as abridged, limited, or modified by the terms of this contract, all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of employees, are retained by the Employer.

ARTICLE VI

Amendments

All or any part of this contract may be amended by mutual agreement in writing.

ARTICLE VII

School Calendar

- 7:1 Prior to February 1 of each year, the Manchester Township Education Association shall submit to the Superintendent, its recommendations with respect to the school calendar for the ensuing school year.
- 7:2 When possible and practicable, the calendar shall be adopted at the regular April Board of Education meeting and distributed to the employees as soon as possible.
- 7:3 The in-school year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-four (184) days, including orientation day and three (3) professional (in-service) days. The last day of school for certificated staff shall be the day of high school graduation.
- 7:4 Secretaries and para-professionals employed on a ten month basis shall have a work year, from September 1 to June 30, with the same holidays/vacation days as the teachers.
- 7:5 Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, with the same holidays/vacation days as the teachers, plus Labor Day off, and July 4th off during the two summer months of work.
- 7:6 Staff will be afforded half days the day before Thanksgiving and Winter Recess.

ARTICLE VIII

Vacation

- 8:1 Twelve month secretarial vacation schedule with pay for those hired before July 1, 1989 remains the same.
- | | |
|--|--|
| Less than one (1) year of employment | - one (1) day per month employed, up to a total of ten (10) days |
| After one (1) year of employment | - ten (10) days |
| After five (5) years of employment | - fifteen (15) days |
| After ten (10) years of employment | - twenty (20) days |
| After fifteen (15) years of employment | - twenty-five (25) days |
- 8:2 For those hired as of July 1, 1989 the following vacation schedule applies:
- | | |
|--|---------------------|
| After one (1) year of employment | - ten (10) days |
| After five (5) years of employment | - twelve (12) days |
| After ten (10) years of employment | - fifteen (15) days |
| After fifteen (15) years of employment | - twenty (20) days |

- 8:3 Vacation eligibility shall be figured by anniversary date of each employee. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Building Principal or Supervisor. Such approval shall not be arbitrarily withheld. In the event of a conflict, seniority shall prevail.
- 8:4 Ten month secretarial vacation schedule:
Eight (8) paid vacation days following the end of each school year –or– eight (8) vacation days during the course of the school year, at times mutually agreeable to the individual and his/her supervisor.
- After five (5) years in the school system, the number of vacation days shall be increased to ten (10).
- 8:5 Secretaries filling the current four (4) ten-month secretary positions shall continue to work the calendar as per Article 7:5 and receive vacation days pursuant to this agreement. As of July 1, 2000 all additional ten-month positions shall not receive vacation days but will work the teachers' school calendar.

ARTICLE IX

Work Hours and Work Load

- 9:1 **Teacher Workday**
- 9:1-1 The total in-school regularly scheduled workday for full session teachers based in the elementary schools and the middle school shall consist of no more than seven (7) hours and five (5) minutes. The additional five (5) minutes (non-instructional) shall only be used for monitoring students upon arrival or dismissal.
- The total in-school regularly scheduled workday for full session teachers based in the Regional Day School shall consist of no more than seven (7) hours.
- 9:1-2 Teachers in the elementary schools shall have a fifty (50) minute duty free lunch. On the two (2) day in-service abbreviated days only, the fifty (50) minute lunch period may be provided by splitting the times into two (2) segments. The actual scheduling of the fifty (50) minutes is dependent upon the specific traveling needs of an individual school. The in-service abbreviated days shall not exceed two (2) days in any school year.
- 9:1-3 Teachers in the middle school shall have a duty free lunch equal in duration to a teaching period.
- 9:1-4 The total in-school regularly scheduled workday for full session teachers based in the high school shall consist of no more than seven (7) hours and five (5) minutes. The additional five (5) minutes (non-instructional) shall only be used for monitoring students upon arrival or dismissal.
- 9:1-5 Teachers in the high school shall have a duty free lunch equal in duration to the students.

- 9:1-6 Kindergarten teachers shall have a fifty (50) minute duty free lunch.
- 9:1-7 Teachers based at both the high school and the elementary schools shall be deemed to be based at the elementary school.
- 9:1-8 When a teacher is based in more than one building, the Superintendent shall determine where based for purposes of faculty meetings.
- 9:1-9 Teachers based in the high school will continue the practice of remaining for one (1) hour per week to give extra help to students. Teachers based at the Middle School shall provide one (1) hour of extra help before or after school, of which 20 minutes may be during any flex period, once per week.
- 9:1-10 Commencing September 1, 2003, within the seven (7) hour workday, instructional time will increase by twenty (20) minutes in all schools except Regional Day. The length of prep and lunch will not be reduced by this increase in instructional time.

In addition, commencing September 1, 2006, within the seven (7) hour five (5) minute workday, the additional five (5) minutes will be used to monitor students upon arrival or dismissal.

The Regional Day School schedule remains unchanged.

9:2 Teacher Workload

- 9:2-1 Full session teachers based in the elementary school shall have no less than two hundred fifteen (215) minutes of preparation time in the course of a normal school week. At the elementary level, whenever possible, one (1) period shall be scheduled for each day.
- 9:2-2 Full session teachers based in the middle school shall have one (1) preparation period per day, equal in length to the normal or average teaching period.
- 9:2-3 Part-time teachers shall have consecutive teaching periods. The teacher will be required to sign in ten (10) minutes before his/her first class, and sign out after his/her last class.
- 9:2-4 Prep periods shall be a continuous amount of time equal to an average normal teaching period in that building whenever possible.
- 9:2-5 Full session teachers based in the high school shall have no more than six (6) periods per day, five (5) teaching and one (1) duty. They shall have one (1) preparation period per day equal to the normal or average teaching period.
- 9:2-6 Any high school teacher assigned to teach a regularly scheduled sixth (6th) period class **under a traditional teaching schedule** shall have no duty assignment and shall receive a base pay differential of six thousand eight hundred dollars (\$6,800) for the duration of the contract. For assignments of less than five (5) days per week, the base pay differential shall be pro-rated based upon a five (5) day week and a thirty-six (36) week school year. If at any time the traditional schedule is replaced by an alternate schedule (ie block) the sixth period stipend

- shall be suspended. However, if the traditional schedule is resumed, the sixth period stipend shall be reinstated at the base pay differential of \$6800.00. In the event the district institutes or seeks a block schedule the Association and the Board agree to craft a sidebar agreement addressing other areas in the contract that would speak to said schedule.
- 9:2-7 Kindergarten teachers shall have two hundred fifteen (215) minutes of preparation time in the course of a normal school week. Whenever possible, one (1) preparation period shall be scheduled for each day.
- 9:2-8 The Board will make every effort in grades 9-12 that teachers will have no more than four (4) consecutive teaching periods per day, if possible, and in all grades for special area teachers, to have no more than three (3) different preps per day.
- 9:2-9 Teachers will be expected to attend no more than twenty (20) meetings of forty-five (45) minutes duration beyond the normal workday, in the period September through June except never more than four (4) in any given month, which meetings shall commence within ten (10) minutes of student dismissal. Teachers may be excused from meetings by the building principal for justifiable reasons, such as coaching and graduate work, which permission shall not be unreasonably withheld. The above shall not preclude occasional meetings between an area supervisor or supervisor and an individual teacher.
- 9:2-10 Teachers will also be expected to attend no more than three (3), fifteen (15) minute meetings per year, held before or after school, but not to be counted in the above required meetings.
- 9:2-11 Five (5) teaching days' notice shall be given to all teachers concerning time and date of faculty meetings, unless there is an emergency meeting called. Principals will schedule faculty meetings at the beginning of the school year, whenever possible. Requests to miss faculty meetings must be in writing to the appropriate principal.
- 9:2-12 Teacher attendance is mandatory at four (4) night events at their respective schools. Guidelines shall be developed by District Administration and Association. These meetings are not to exceed two (2) hours.
- 9:2-13 At the High School and Middle School, every effort shall be made to not assign teachers cafeteria duty during any two consecutive years. Teachers who volunteer for such above duties may do so.
- 9:2-14 No staff member shall be required to cover a class during a preparation period if duty people are available. Any teacher required to cover a class during a preparation period will receive forty-eight dollars (\$48) per class covered if the time exceeds twenty (20) minutes. The decision to assign a teacher to cover a class during a duty period shall only be made by an administrator. Thorough consideration will be given to an equal sharing of these assignments on a rotating basis.

- 9:2-15 If it becomes necessary to split up classes and distribute the students among the other classes, the teacher receiving such students shall be paid forty-eight dollars (\$48) if:
1. at least five students are received, and
 2. students stay at least forty (40) minutes
 3. teachers based at the Elementary and Regional Day Schools shall be paid forty-eight dollars (\$48) for the morning and an additional forty-eight dollars (\$48) for the afternoon.
- 9:2-16 Teachers chaperoning school sponsored trips (not teacher initiated) that extend beyond 5:00 p.m. shall be compensated at the rate of **forty-eight dollars (\$48)** per hour, or any fraction thereof. Exception to the above is the Senior Class trip.
- 9:2-17 Staff required to act as interpreters, upon approval of an administrator, or to translate written material necessary for communication with parents with limited English proficiency shall be compensated at the negotiated rate.

This shall be payable for services rendered for a period of at least fifteen (15) minutes per occurrence.

9:2-18 **Communicating With Parents via E-mail**

Communication via e-mail shall be one approved method of communicating with parents/guardians and shall remain the prerogative of the instructor.

9:3 **Secretary Workday**

- 9:3-1 The workday shall consist of seven and one half (7 1/2) hours (35 hours per week) which shall include a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks.
- 9:3-2 Secretaries may take a 45 minute lunch and shall have only one (1) fifteen (15) minute break during the work day - or - secretaries may take a sixty (60) minute lunch but shall have no fifteen (15) minute breaks during the work day. The sixty (60) minute lunch will be granted provided that office has secretarial coverage.
- 9:3-3 Summer workdays shall consist of six (6) hours, not including one half (1/2) hour for lunch and two (2) fifteen minute breaks or one (1) hour for lunch, starting the second full day after school closes for pupils, until ten (10) working days before school opens for pupils. If a 4-day schedule is implemented, the workday shall consist of seven (7) and one-half (1/2) hours which shall include two (2) optional fifteen minute breaks. A thirty (30) minute lunch period will be provided, but it is not included as part of the seven (7) and one-half (1/2) work day. Any temporary leave or vacation days during a 4-day schedule will be charged at a rate of a day and a quarter (1.25)
- 9:3-4 In no case shall a secretary be required to start work more than one (1) hour before the start of the pupil day. Assigned hours will be consecutive, exclusive of lunch. School based secretaries are expected to stay until the building principal excuses them on days of emergency closing; but in no case later than 45 minutes after school is dismissed. Assignment to be rotated per school.

9:3-5 Hours worked in excess of the above seven and one half (7 1/2) hours shall be compensated by payment of one and one half (1 1/2) times the regular hourly rate. No overtime shall be built into an employee's workday.

9:3-6 Secretaries shall not be required to perform duties other than secretarial and clerical in nature.

9:3-7 Secretaries who remain in the building at administrative request during an inclement weather closing shall receive a payment, per occurrence, of forty-eight dollars (\$48) for the duration of the contract.

9:4 **Para-professional - Hours of Work and Work Year**

9:4-1 Work year shall be 182 days.

9:4-2 Hours per day shall be the same as for the teachers assigned to the different schools. However para-professionals shall not be required to work during afternoon conferences. If called upon to attend conferences, said para-professional shall be compensated at that employee's regular hourly rate.

9:4-3 **Elementary Schools Lunch and Break Times**

Lunch breaks combined for kindergarten para-professionals. All others: fifty (50) minute lunch and two (2), twenty (20) minute breaks. In case of inclement weather, lunch will be thirty (30) minutes.

9:4-4 **Middle School Lunch and Break Times**

Lunch: forty-three (43) minutes. Two (2), twenty (20) minute breaks. In case of inclement weather, lunch will be thirty (30) minutes.

9:4-5 **Regional Day School Lunch and Break Times**

Lunch: thirty (30) minutes. Two (2) fifteen (15) minute breaks and one (1) one-half hour (1/2) prep at the end of day.

9:4-6 Break times to be agreed upon between teacher and para-professional; however, one shall be in A.M. and one in P.M.

9:4-7 All lunch periods and breaks shall be duty free.

9:4-8 Para-professionals shall not be assigned duties of the teacher, their job is to assist. As a general rule, para-professionals shall not be left alone with a class without a teacher present.

9:4-9 Para-professionals will sign off on a job description to be mutually developed by the Board and the Association, to include training and Hepatitis B vaccination. Said job description will be applicable to all summer school employees.

9:4-10 High School Para-professionals lunch and break times

Lunch: thirty (30) minutes. Two (2) fifteen (15) minute breaks; however one shall be in the A.M. and one in the P.M.

9:4-11 Staff members shall not be required to perform a single-person lift for any child who exceeds thirty-five (35) pounds. In the event a two-person lift must be performed, available, trained staff within the building shall be used.

9:5 **Athletic Trainer and Nurses**

9:5-1 The Athletic Trainer's contract shall run two hundred three (203) days between August 15, and June 15. The extra twenty (20) days included above, shall be paid at twenty, two hundredths (20/200th) of the current salary, to be distributed equally throughout the contract. Additional hours shall be at the discretion of the Athletic Director, and shall be compensated at the above rate on a time card basis.

9:5-2 Work required for the maintenance of the Athletic Trainer's certificate/license shall be paid by the employer at the current rate. The employee shall submit a voucher for such payment.

9:5-3 If it is necessary for a school nurse to cover another building said nurse shall be given advance notice, when possible, of the need for temporary coverage. The nurse(s) shall be compensated at the current timecard rate for any portion of the workday which exceeds the regular portion thereof. Nurses shall continue to submit mileage for travel between buildings for which they shall not need prior approval.

ARTICLE X

Temporary Leaves of Absence

10:1 **Sick Days**

10:1-1 The Board shall grant twelve (12) sick days per year for twelve month employees.

10:1-2 For ten month employees, the Board shall grant ten (10) sick days per year.

10:1-3 All employees shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.

10:1-4 Call-in time for all temporary leaves of absence shall be no later than one (1) hour prior to the start of the individual reporting time.

10:1-5 Para-professionals: If an employee leaves from work for reasons of illness, he/she shall be charged pro-rata for sick days.

10:1-7 **Sick Leave Bank**

A sick leave bank shall be established. Each employee covered by this agreement shall be given the option of participating. Each participant must contribute one of his/her sick days to the bank. At the beginning of each school year, each employee covered by this agreement

shall be given ninety (90) days in which to join. Open enrollment shall be held every two years thereafter. New employees shall have ninety (90) days from date of hire to enroll. Initial buy-in for all employees shall be one (1) day and one (1) day per year thereafter until the pool of days reaches a maximum of one thousand (1,000) days. Contributions will be suspended until the pool of days drops to 30% of the maximum days. A signed form donating one sick day must be completed by all employees participating in the sick leave bank. Employees must donate time to be eligible to draw from the bank. No days may be drawn without authorization from the Committee.

This shall constitute a pool of days upon which a participant may draw, as explained below:

A participant, who has exhausted his/her days due to a protracted, verifiable, and catastrophic illness and/or injury which is the reason for the application to this committee is eligible. Pregnancy, elective surgery, and non-emergent medical treatment are not considered catastrophic.

Any eligible employee requesting time from the sick day bank must request such days in writing addressed to the Committee at least thirty (30) days before the days, if granted, are to be used.

All requests must be submitted to the Superintendent of Schools and the letter of request must include a physician's note indicating the diagnosis and the projected length of the absence and projected date to return to work.

The eligible person agrees to release any additional medical records related to the request upon the request of the Committee, to the school physician to review.

The applicant must provide an accurate history of his/her sick day record.

The participant's record must show non-abuse of sick day usage, as determined by the Committee.

The Committee may or may not award the days, and may do so in not more than forty-five (45) day segments in any one school year. Reapplication is necessary for each segment. Approval of reapplication is at the discretion of the Committee.

The Committee may approve the request, deny the request, or approve the request at a reduced number of days. This will be done through a majority vote of the Committee members.

Unused sick days shall be returned to the Sick Day Bank upon the employee's return to work. Exceptions shall be handled at the discretion of the Committee.

The maximum allowable sick days provided to any one employee shall not exceed ninety (90) days.

If the pool diminishes to the point where it is less than 30 percent of whole days in relation to the number of participants, participants shall be asked to contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt NOT to

continue, such action would constitute withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

The Committee shall be as follows:

Three (3) members, two (2) certified and one (1) support staff, of the Manchester Township Education Association, as selected by the Manchester Township Education Association.

Board of Education (1)

The Superintendent

The Board Business Administrator

10:2 Payment for Unused Sick Leave and Retirement

10:2-1 Upon retirement, an employee shall be compensated for his/her accumulative sick leave at a rate of half (1/2) pay for each full day, with a maximum dollar amount of twenty thousand dollars (\$20,000). If statutory language caps the amount allowable for accumulated sick leave compensation, and that amount is less than twenty thousand dollars (\$20,000), that amount shall replace the existing rate.

10:2-2 In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.

10:2-3 Previously accumulated sick leave will be restored to any Association member upon return from an extended, Board approved, leave of absence.

10:2-4 403(b) Sick Leave Compensation

The Board shall deposit an employee's accumulated sick leave compensation into a 403(b) account of the employee's choosing within thirty (30) days of separation from the district via retirement.

10:2-5 403(b) Account Management

To preserve the investment interests of staff, the Board shall apprise the Association of, and accept input, prior to making decisions concerning the design and implementation of any actions taken to conform to the new regulations for 403(b) plans, or any further regulations that may be considered or enacted by the IRS or other bodies with respect to same.

Such decisions shall include, but not be limited to:

- a. Decision to utilize a third party to administer and coordinate information sharing among vendors
- b. Access to, and involvement in determination of plan changes
- c. Number of, and criteria for the selection of vendors
- d. List of approved vendors and options
- e. Available investment options, regardless of vendors
- f. Optional features (repayment terms, rollovers, exchanges and transfers, etc.)

g. Regular review of plan by all parties, including the Association

The Board shall continue to provide staff access to multiple 403(b) vendors. Said vendors shall meet state regulations.

The Board shall grant employees access to personal loans, catch up contributions, hardship, and in-service withdrawals from the employee's 403(b) account.

10:3 Professional Days

The Board shall grant four (4) professional days subject to the Superintendent's approval. Additional days may be granted at the discretion of the Superintendent of Schools. All approved expenses shall be reimbursed within thirty (30) days of professional day. For para-professionals, the Superintendent may authorize absences of para-professionals for professional purposes, not to exceed three (3) school days in any school year. The employees shall make application for the authorization of such absence at least ten (10) days in advance of their occurrence.

10:4 Personal Days

10:4-1 The Board shall grant two (2) personal days per year for ten (10) month employees for their first and second years of employment and four (4) personal days thereafter. The Board shall grant five (5) personal days for twelve month employees. The employee will not be required to state the reason for taking such leave other than stating that it is a personal day. Employees are required to give forty-eight (48) hours notice except in an emergency situation. Days not used in a calendar year shall be transferred to the individual's accumulated sick days at the rate of one (1) day per personal day. No more than five percent (5%) of the teaching staff will be permitted to take a personal day on any given day. The five percent (5%) will be on a first come, first served basis. For para-professionals, no more than five percent (5%) of the staff will be permitted to take a personal day on any given day. The five percent (5%) will be on a first come, first served basis.

10:4-2 Pursuant to 10:4-1, no more than one (1) personal day shall be allowed immediately before or after a recess or holiday, but not both. If school is closed for two (2) days within any week, no more than one (1) personal day may be used. If school is closed for three (3) or more days within any week, no personal days may be used.

10:5 Death in the Family

The Board shall grant five (5) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. The immediate family shall include: mother or father, husband or wife, son or daughter, brother or sister, guardian, father/mother-in-law, grandchildren, step family member, and domestic partner. The Board shall grant three (3) days leave for grandparent, grandparent-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, and nephew. Board shall allow for extenuating circumstances.

10:6 Maternity Leave

- 10:6-1 No tenured or non-tenured employee shall be removed from their duties during their pregnancy except on one (1) of the following basis:
- (1) the Board of Education has found that their performance has noticeably declined.
 - (2) if the basis is for physical condition or capacity:
 - A. The pregnant employee cannot produce a certification from their physician that they are medically able to continue working, or
 - B. The Board of Education's physician and the employee's Physician agree that they cannot continue working, provided, however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of that employee's capacity to continue working.
 - C. Any other just cause.
- 10:6-2 All tenured and non-tenured pregnant employees may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continue to a specific date after the birth.
- 10:6-3 Use of sick days for maternity leaves shall not exceed twenty (20) days prior, and twenty (20) days after the anticipated delivery date.
- 10:6-4 No tenured or non-tenured employee shall be barred from returning to work after the birth of their child solely on the grounds that there has not been a time lapse between the birth and their desired date of return, except as is provided in the preceding paragraph.
- 10:6-5 Any tenured or non-tenured employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at the time they notify the Superintendent of their pregnancy which shall be at least sixty (60) days prior to commencement of said leave. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the date which they desire to return from said leave of absence. The Board shall grant such leave of absence with the requested commencement date and the date of return, which commencement date may be any time prior to birth.
- 10:6-6 Any tenured or non-tenured employee may return to work within the school year in which their leave begins, provided they shall have requested to do so in their application for a leave of absence and shall have specified the month when they desire to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if they make application at least six (6) weeks prior to the expiration date of their leave of absence and subject to the provisions of this Article.

10:6-7 It is understood that the leave provided for maternity and/or child rearing is with the employee's entitlements under the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act.

10:7 **Other Leaves**

10:7-1 Upon the request of a tenured employee, a leave of absence without pay and benefits may be granted for not more than one (1) year. Said request shall not be unreasonably denied. The number of employees under this leave provision shall not exceed five (5), unless extended by the Superintendent. Employees may pay their insurance premiums through the Board at group rates.

10:7-2 If the leave exceeds five (5) months, it shall not count for advancement on the salary guide.

Example: An employee on Step 4 of the salary guide receives a leave of absence for five (5) months or less for the next school year. Time worked in that next school year would be on Step 5.

Example: An employee on Step 4 of the salary guide receives a five (5) month and one (1) day (or longer) leave of absence for the next school year. Time worked, if any, in that next school year would be on Step 5. The following year the employee would remain at Step 5.

10:7-3 Para-professionals shall be allowed to take a non-paid leave of absence of up to one (1) year at the discretion of the Board.

10:8 **Child Rearing Leave**

Any employee or spouse adopting a child shall receive similar leave as for Maternity, which shall commence upon their receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity or child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manchester Township School District in the area of their certification or competence.

ARTICLE XI

Employee Rights and Protection

11:1 **Rights and Protection in Representation**

Pursuant to the New Jersey Employer Relations Act, the Board hereby agrees that every employee of 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 concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employee-Employer Relations Act or any other laws of New Jersey or the Constitutions of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms

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

11:2 Statutory Savings Clause

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

11:3 Just Cause Provision

11:3-1 No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage 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.

11:3-2 In the case of a disciplinary action concerning a para-professional, involving a fine, suspension or termination of employment, the employee shall be granted a hearing before the Board, within thirty (30) days of such action, if requested. At that time the employee shall have a right to respond to the action taken, present evidence and/or testimony, and to cross examine witnesses.

11:4 Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then she/he shall be given at least 48 hours written notice, under normal circumstances, of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meetings or interview. This does not apply to meetings between teachers and administrators concerning in-class observations. During such meetings however, teachers may have Association representation if they so desire.

11:5 Criticism of Employees

Any criticism by a supervisor, administrator, or board member of an employee during the normal workday shall be made in confidence and not in the presence of others. Written evaluations or any material of a personal nature shall be in a sealed, addressed envelope when placed in an employee's mailbox. Likewise, any criticism by an employee of a supervisor, administrator, or board member, during a normal workday, shall be made in confidence and not in the presence of others.

11:6 **Association Identification**

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

11:7 **Derogatory Material**

No derogatory material may be placed in an employee's file without his/her seeing it. The employee shall place his/her signature on the document. The document shall also be signed by the Administration. The signing of such materials by the employee is not an indicator of agreement with the contents of the material.

11:8 The president of the Association shall be notified in writing of any new employee hired or promoted who is covered by this contract. Such notification shall include the title and salary. Such notification shall be made within the ten (10) days of Board action. This includes the return of an employee to the district.

11:9 **Payroll**

11:9-1 All ten (10) month employees will be provided with the option of having a twelve (12) month pay plan.

Payroll of all employees will be deposited, via direct deposit only, into the Bank (s) of the employee's choosing.

11:9-2 The Board shall pay coaching stipends in two (2) equal installments: mid-season and at the conclusion of the season.

Fall sports -	October 15 th and November 15 th
Winter sports -	January 15 th and February 15 th
Spring sports -	April 15 th and May 15 th

11:9-3 The Board shall pay advisor stipends in two (2) equal installments: December 15th and June 15th.

11:9-4 The Association has a list of current volunteer advisors. These advisors must apply to the Superintendent to be recognized. If the Superintendent deems the advisory position worthy of compensation, the advisor will be paid via time card at forty-eight dollars (\$48) per hour for the duration of the contract.

ARTICLE XII

Employee Assignment

12:1 Notification

All employees shall be given written notice of their schedules, tentative or proposed class and/or assignments, building assignments and room assignments for the forthcoming year as soon as possible but no later than August 15th, unless impractical to do so. A list of said schedules and assignments shall be simultaneously sent to the Association.

12:2 Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after July 15, the Association and any employee affected shall be notified promptly in writing. The employee affected may request a meeting with the Superintendent or his/her representative, which shall not be unreasonably denied.

12:3 Mileage

Schedules of employees who are assigned to more than one (1) school shall be arranged so that no employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any change in their schedules as soon as practicable. Employees required to use a personal vehicle to travel between schools or to travel on school business shall be reimbursed at a rate of thirty-one (31) cents per mile as dictated by state regulations. In the event that the regulations currently governing mileage are overturned, the parties agree that the provisions in Article 12:3, governing the rate for mileage, shall be reinstated at the rate (thirty-eight [38] cents per mile) specified in the 2006–2009 negotiated agreement.

12:4 Involuntary Transfer

12:4-1 Notice of involuntary transfer or reassignment to another building shall be given to employees as soon as practicable.

12:4-2 All vacancies in existing or newly created positions covered by this contract, shall be posted by the Board via the Superintendent's Bulletin at least ten (10) working days in advance of the position being filled. The Association President will, at the same time, receive a copy of said notice. **Job postings throughout the district shall be emailed to the Association President and all district staff. The Association President shall continue to receive job-postings via interoffice mail.**

ARTICLE XIII

Transfers and Reassignments

13:1 Notification of Vacancies

No later than May 30 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies or newly-created positions which will occur during the following school year.

13:2 Filing Requests

Employees who desire to change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which she/he desires to be transferred, in order of preference. Such requests for transfers or reassignments for the following year shall be submitted not later than June 1st.

13:3 Posting

Before June 20th, the Superintendent shall deliver to the Association a list of all known reassignments and/or transfers and the nature of those reassignments and/or transfers, and additional vacancies.

ARTICLE XIV

Insurance Protection

14:1 Health Insurance

14:1-1 Employees hired after July 1, 1997, shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, and employee/child.

14:1-2 The Board will pay full premium, except the percentage amount of employee contribution that may be required by statute, on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal to, or the same as the **Direct Access Plan**.

14:1-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:1-2.

14:1-4 Office visit co-pay shall be \$20.00, Direct Access, \$30.00, Direct Access Option 2, or up to \$40.00 Advantage EPO, depending upon Direct Access Plan chosen by the employee for the duration of the contract.

14:1-5 The major medical deductible shall be as follows:

A. Direct Access Base Plan Single	\$300
B. Direct Access Base Plan Family	\$600
C. Direct Access Option 2 Single	\$400
D. Direct Access Option 2 Family	\$800
E. Advantage EPO Option 3 Single	None
F. Advantage EPO Option 3 Family	None

14:1-6 The threshold cap on major-medical coverage (out of pocket maximum) shall be as follows:

A. Direct Access Base Plan Single	\$4,000
B. Direct Access Base Plan Family	\$8,000
C. Direct Access Option 2 Single	\$5,000
D. Direct Access Option 2 Family	\$10,000
E. Advantage EPO Option 3 Single	\$2,500
F. Advantage EPO Option 3 Family	\$5,000

After reaching the total out of pocket maximum, all expenses shall be paid at one hundred (100%) percent by the carrier.

14:1-7 There shall be a thirty (30) day open enrollment period for insurance changes in May during each contractual year. The changes will be effective July 1.

14:1-8 Insurance Waiver Opt Out

Employees may choose to opt out of health benefits, receiving a 40% of the first year premium (2012-2013) cash waiver incentive the first year of the contract, and will remain fixed for the remainder of the contract, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during

Mail Order shall be two (2) times the retail pharmacy rate for all Direct Access Plans
Generic Brand - 2 times retail ex (Direct Access \$15 X2 = \$30) (90 day supply)
Non-generic Brand - 2 times retail ex (Direct Access \$30 X 2 = \$60) (90 day supply)

If a generic prescription is not available, the non-generic prescription will be based on the generic price of the plan you participate in. The plan will include insulin and contraceptives.

14:4-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:4-2.

14:5 **Continuation of Insurance Protection**

All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance.

14:6 **New Hires**

All new hire teachers leaving a district with tenure and entering this district shall receive a benefits package the same as a tenured teacher.

14:7 The Board shall provide employees with access to insurance providers for "gap" insurance, such as AFLAC. The cost of premiums shall be at the employee's expense.

ARTICLE XV

Tuition Reimbursement

The Board will pay for the cost of graduate college credits only, within the following limitations:

15:1 Courses are approved by the Superintendent.

15:2 Courses shall be in education or clearly related fields, in a recognized graduate program.

15:3 No employee will be reimbursed for more than nine (9) credits during any school year (July 1 - June 30).

15:4 Employee must request permission for reimbursement by June 1st for summer and fall courses, and by January 1st for spring courses.

15:5 An employee must reserve graduate credits by June 1st for summer and fall courses, and by January 1st for spring courses.

15:6 To ensure reimbursement for reserved graduate credits, an employee must request written approval of the course title, no less than ten (10) days prior to the start of the course. In an emergency situation, the Superintendent may allow a shorter period of time for approval.

- 15:7 The Board will allow for 100% of state school per credit cost, up to a maximum number of credits of two hundred (200) for all employees covered by this contract. Employees attending a state school will be reimbursed at that school's rate of tuition per credit. Employees attending a private school will be reimbursed at the rate per credit of the private school, or the highest rate per credit of a state school, whichever is lower.
- 15:8 Permission for credit reimbursement shall be on a first-come, first-served basis.
- 15:9 The Board will reimburse the employees after they have successfully completed the courses, within thirty (30) days of receipt of proof of course completion and all appropriate documentation, including a completed purchase order, to the Board, as long as the above is received by the fifth of the month.
- 15:10 The Board will pay for courses which they request the employee to take.
- 15:11 Secretaries and para-professionals are eligible under the above for college level courses which will enhance their positions. All other items apply.
- 15:12 Employees may request professional development reimbursement by submitting a proposal, in writing, to the Superintendent of Schools, at least ten (10) days prior to the start of any activity for which reimbursement is being sought. Reimbursement shall be limited to a maximum of two hundred fifty (\$250.) dollars per employee during a school year (July 1 through June 30) and shall be subject to the availability of funds budgeted by the Board of Education. The Superintendent's decision with regard to any request shall be final and not subject to the grievance procedure contained herein.

ARTICLE XVI

Professional Development

- 16:1 **Professional Development**
- 16:1-1 As required by the New Jersey State Board of Education, the Local Professional Development Committee (LPDC) and the School Professional Development Committee (SPDC) shall be given release time during the school day to perform the duties and functions mandated by the regulations.
- A joint meeting of the Local Professional Development Committee and the School Professional Development Committees shall take place twice yearly, during the fall and spring, within the district, within the contractual day.
- 16:1-2 In the event meetings are scheduled beyond the normal workday, committee members shall be compensated at a rate of forty-eight dollars (\$48).
- 16:1-3 The Board agrees to provide a minimum of twelve (12) qualified professional development hours per school year.

16:2 **Mentoring**

16:2-1 The Superintendent shall, in a timely manner, deliver to the Association and post in all school buildings, a list of known vacancies for Mentoring positions. All applicants for the position of Mentor teacher shall apply via the Mentor Teacher Application form.

In selecting candidates for Mentoring positions, preference shall be given to qualified, *tenured* candidates. Previously tenured teachers who have separated from the district and then returned, shall be considered eligible candidates for mentoring positions. Thorough consideration shall be given to an equal sharing of these assignments on a rotating basis.

16:2-2 No teacher shall be assigned to serve as a Mentor to more than one provisional, alternate route, or student teacher at the same time.

16:2-3 The Board shall provide comprehensive training for all Mentor teachers prior to the start of their assignment.

Mentor teachers shall receive release time for such training if held during the regular workday.

16:2-4 The Board shall budget all expenses related to the District Mentoring Plan including, but not limited to:

- a. Mentor teacher training
- b. Substitute/teacher coverage for meetings and observations
- c. In and out-of-district workshops, as needed
- d. All necessary and applicable materials

ARTICLE XVII

Association Rights and Privileges

17:1 **Meetings**

The Board shall agree to hold negotiations sessions and grievance proceedings after the workday. The Board shall hold grievance proceedings at a time mutually agreeable to both parties.

17:2 **Use of School Buildings**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the building principal. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall not be unreasonably withheld.

17:3 **Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, computers and all types of audio-visual equipment, with the exception of school telephones, at reasonable times when such equipment is not otherwise in use, upon approval of the building principal. The Association shall pay for the reasonable costs of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Approval shall not be unreasonably withheld.

17:4 **Bulletin Board**

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association, upon prior approval of the Superintendent or his/her designee, said approval not to be unreasonably withheld. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required, except nothing of a political, personal, libelous, derogatory or inflammatory nature shall be posted.

17:5 **Mail Facilities and Mail Boxes**

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the prior approval of building principals and other members of the administration.

17:6 **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organizations.

17:7 **General Association Meetings**

One (1) hour of the agenda shall be reserved for the Manchester Township Education Association to conduct a general association meeting on Orientation Day.

17:8 **Association Release Time**

The Association President, if a high school teacher, shall be assigned no more than five (5) teaching assignments with no other assignments. He/she shall have one period free for association business. If an elementary teacher, he/she shall be exempt from all non-teaching duties and shall be allowed a free period for association business. Periods assigned for association business shall not be a lunch period or a prep period. If an Association President is a non-teaching member, he/she shall have a period equivalent to a normal or average teaching period per day for that building. *If it is not practical for the Association President to have an unassigned period due to the nature of his/her teaching assignment, the period for

the Association business as mentioned above may be transferred to the association vice president after consultation with the Superintendent. The intent of this is to provide flexibility for the use of the Association business period in an extenuating circumstance, and not intended to eliminate the period during a school year.

17:9 Representation Fee

17:9-1 Purpose of Fee

If an employee does not become a member of the Association during any membership year July 1 to the following June 30 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.

17:9-2 Amount of Fee

A. 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 equal to 85% of that amount.

B. Legal Maximum:

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

17:9-3 Deduction and Transmission of Fee

A. Notification:

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 17:9-3B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. 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: [1] ten (10) days after receipt of the aforesaid list by the Board; or, [2] 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.

C. 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 portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Mechanics:

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

E. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 17:9-3A 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.

F. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in the 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.

17:9-4 Board Liability

The 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.

ARTICLE XVIII

Past Practice

All terms and conditions of employment applicable on the effective date of this contract shall continue to be so applicable during the term of this Agreement.

ARTICLE XIX

Secretarial Compensation - Education

- 19:1 A three hundred dollar (\$300.00) per year base pay differential shall be paid to any secretary who attains twenty (20) credit hours of college.
- 19:2 A four hundred fifty dollar (\$450.00) per year base pay differential shall be paid to any secretary who attains forty (40) credit hours of college work.
- 19:3 A six hundred fifty dollar (\$650.00) per year base pay differential shall be paid to any secretary who attains an AA, AS, technology degree, or sixty-four (64) credit hours of college work.
- 19:4 All base pay differentials are cumulative.
- 19:5 Secretaries who have attained the IA and IIA Certificates shall be grandfathered.

ARTICLE XX

Salaries & Stipends

- 20:1 Salaries for teachers are attached as Schedules A-1 through A-5.
- 20:2 Salaries for secretaries are attached as Schedules B-1 through B-3.
- 20:3 Salaries for para-professionals are attached as Schedule C.
- 20:4 Salaries for coaches are attached as Schedules D.
- 20:5 Salaries for advisors are attached as Schedule E.
- 20:6 All salary schedules attached hereto are made a part hereof.

ARTICLE XXI

Longevity - Teachers and Secretaries

- 21:1 \$500.00 Longevity increment after seven (7) years in Manchester.
- 21:2 \$700.00 Longevity increment, in addition to the above, after twelve (12) years in Manchester.
- 21:3 \$600.00 Longevity increment, in addition to the above, after fifteen (15) years in Manchester.
- 21:4 The above applies to all teachers and secretaries hired prior to July 1, 1989. All employees hired after July 1, 1989 shall not receive longevity increments.

21:5 Longevity will be figured by anniversary date, and if necessary, will be pro-rated each year using that date.

21:6 \$1,000.00 increment, exclusive of above, after twenty (20) years as a practicing teacher. In order to receive this increment, employees must have worked in the Manchester Township Schools at least ten (10) years. Employees hired after July 1, 1989 shall not be eligible.

\$1,000.00 increment after twenty (20) years of service as a secretary. In order to receive this increment, employees must have worked in the Manchester Township Schools at least ten(10) years.

Employees must notify the Board Office when 20 years of service is reached. The increment will be paid in the fiscal year notified and will not be retroactive.

ARTICLE XXII

Tutoring

Effective February 15, 2010, and for the duration of the contract, forty-eight dollars (\$48) per hour will be paid for tutoring requested by the Board, plus mileage at the rate provided for in other parts of this contract.

ARTICLE XXIII

Bus Duty

Teachers on bus duty who have to stay for late buses at least ten (10) minutes past the end of the regular bus duty shall be paid forty-eight dollars (\$48) for the duration of the contract..

Teachers affected shall be responsible for making out a time card for above payment.

ARTICLE XXIV

Summer Work

24:1 Summer Curriculum Work

Summer curriculum work shall be compensated at a rate of thirty-seven dollars (\$37) for the duration of the contract.

24:2 Extended School Year Program

Salary for Extended School Year Program positions shall be negotiated under the terms of this Agreement, along with the regular salary schedule.

Placement on the Extended School Year Program salary guide shall be based on years of experience in the district's Extended School Year Program.

The Board shall pay the Extended School Year Program employees in four (4) installments, corresponding to time worked: July 15th, July 30th, August 15th, and August 30th.

ARTICLE XXV

Seniority - Para-professionals

- 25:1 Para-professionals shall be defined as both personal aides and classroom aides. Seniority is defined as an employee's total length of service with the employer, beginning with his/her original date of hire for para-professional service. In the event that a staff member had previous para-professional service in the district, this service shall count towards his/her seniority, i.e.: A para-professional who worked one (1) year as a classroom aide and then three (3) years as a personal aide accrues four (4) years total seniority. There shall be no seniority for part-time para-professional over full time para-professionals. Anyone who works less than three and one-half (3 ½) hours shall not receive seniority.
- 25:2 The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the Association as changes occur.
- 25:3 An employee having broken service with employer shall not accrue seniority credits for the time he/she was not employed by the employer.
- 25:4 A resignation ends all seniority. If re-employed, the employee starts all over.
- 25:5 In all cases where advantages or disadvantages may accrue to a para-professional (s), other than in a transfer, layoff or recall, the para-professional (s) with the greatest seniority shall be given preference.
- 25:6 In the event layoffs occur, employees shall be laid off in inverse order based on their seniority. An employee being laid off shall be given sixty (60) calendar days advance written notice of said layoff. A copy of said notice shall be forwarded to the Association ten (10) working days prior to the employee's notification.
- 25:7 In the event of a RIF situation, should two (2) or more para-professionals have equal seniority, the employee with other in-district para-professional experience shall be deemed to have greater seniority.
- 25:8 Recall of employees shall be made in the inverse order of layoff with the most senior employee on layoff being recalled first. As full time positions become available, employees on layoff shall be recalled before any individual is hired.
- 25:9 Employees on layoff shall be recalled before any individual is hired to fill the position from which he was laid off. Employees who are recalled and rehired after a layoff shall have any accumulated sick leave reinstated within one (1) year of layoff. Employees who turn down a recall lose eligibility for sick leave reinstatement.

- 25:10 In case of a tie in seniority between two (2) or more para-professionals, with regard to layoff or recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. The Association President or his/her designee shall be present to witness said lottery.

ARTICLE XXVI

Seniority - Secretaries

- 26:1 Seniority is defined as an employee's total length of service as a secretary, from his/her date of hire for secretarial service in category.
- 26:2 The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the Association as changes occur.
- 26:3 An employee having broken service with employer shall not accrue seniority credits for the time he/she was not employed by the employer.
- 26:4 A resignation ends all seniority. If re-employed, the employee starts all over.
- 26:5 In the event layoffs occur, employees shall be laid off in inverse order based on their seniority. Employees being laid off shall be given sixty (60) calendar days advance written notice of said layoff. A copy of said notice shall be forwarded to the Association ten (10) working days prior to the employee's notification.
- 26:6 In the event of a RIF situation, should two (2) or more secretaries have equal seniority, the employee with other in-district secretary experience shall be deemed to have greater seniority.
- 26:7 Recall of employees shall be made in the inverse order of layoff, with the most senior employee on layoff being recalled first, provided he/she is qualified. Consideration will be given for past performance. As full time positions become available, employees on layoff shall be recalled before any individual is hired.
- 26:8 In case of a tie in seniority between two (2) or more secretaries, with regard to RIF/layoff recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. The Association President or his/her designee shall be present to witness said lottery.

ARTICLE XXVII


Duration of Agreement


This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect until June 30, 2015.

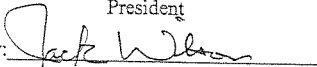
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective representatives, and their corporate seals to be placed hereon, all on the day and year first above written.

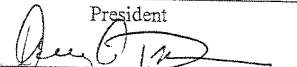
MANCHESTER TOWNSHIP
EDUCATION ASSOCIATION

MANCHESTER TOWNSHIP
BOARD OF EDUCATION

By: 
President

By: 
President

By: 
Vice President,
Chief Negotiator

By: 
Secretary

SCHEDULE A-1

BA Teacher Guide

2011-12		Year 1		Year 2		Year 3	
Step	Base	Step	Base	Step	Base	Step	Base
						1	50,000
				1	49,000	2	51,000
		1	48,000	2	50,000	3	52,000
1	47,077	2	49,000	3	51,000	4	52,426
2	47,753	3	50,002	4	52,000	5	53,168
3	48,355	4	51,008	5	52,668	6	54,084
4	50,001	5	52,050	6	53,584	7	55,468
5	50,402	6	52,528	7	54,749	8	56,000
6	52,318	7	54,389	8	55,764	9	58,900
7	52,796	8	55,718	9	57,500	10	59,403
8	53,651	9	56,227	10	58,800	11	59,593
9	56,227	10	59,679	11	60,543	12	61,541
10	58,632	11	61,614	12	62,773	13	64,774
11	60,306	12	63,654	13	64,464	14	66,378
12	62,160	13	64,867	14	66,328	15	68,400
13	63,707	14	68,942	15	70,270	16	70,500
14	67,289	15	72,970	16	73,038	17	73,338
15	70,970	16	74,039	17	74,500	18	80,500
16	77,039	17	81,000	18	85,601	19	85,601
17	84,208	18	85,601	18	85,601	19	85,601

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2011-2012 moves to Steps 10, 11 and 12 over the three years.

2011-12		Year 1		Year 2		Year 3	
Step	Base	Step	Base	Step	Base	Step	Base
9	56,227	10	59,679	11	60,543	12	61,541

Longevity: Per Article XXI

SCHEDULE A-2

BA+30 Teacher Guide

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
				1	49,866	1	50,866
		1	48,866	2	50,866	2	51,866
1	47,943	2	49,866	3	51,866	3	52,866
2	48,619	3	50,868	4	52,866	4	53,292
3	49,221	4	51,914	5	53,534	5	54,034
4	50,867	5	52,916	6	54,450	6	54,950
5	51,268	6	53,394	7	55,615	7	55,334
6	53,184	7	55,255	8	56,630	8	56,866
7	53,662	8	56,584	9	58,366	9	59,766
8	54,517	9	57,093	10	59,666	10	60,269
9	57,093	10	60,545	11	61,409	11	60,459
10	59,498	11	62,480	12	63,639	12	62,407
11	61,172	12	64,520	13	65,330	13	65,640
12	63,026	13	65,733	14	67,293	14	67,244
13	64,573	14	69,907	15	71,235	15	69,365
14	68,254	15	73,935	16	74,006	16	71,465
15	71,935	16	74,905	17	75,468	17	74,303
16	78,043	17	81,866	18	86,569	18	81,465
17	85,176	18	86,569	18	86,569	19	86,569

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on BA+30 Step 9 on the 2011-2012 moves to Steps 10, 11, and 12 over the three years.

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
9	57,093	10	60,545	11	61,409	12	62,407

Longevity: Per Article XXI

SCHEDULE A-3

MA Teacher Guide

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2012-13 Step	2013-14 Base	2013-14 Step	2014-15 Base
				1		1	51,243
		1	49,243	2	50,243	2	52,243
1	48,320	2	50,243	3	52,243	3	53,243
2	48,996	3	51,245	4	53,243	4	53,669
3	49,598	4	52,291	5	53,911	5	54,411
4	51,244	5	53,293	6	54,827	6	55,327
5	51,645	6	53,771	7	55,992	7	56,711
6	53,561	7	55,632	8	57,182	8	57,418
7	54,039	8	57,136	9	58,918	9	60,318
8	55,069	9	57,645	10	60,218	10	60,821
9	57,645	10	61,097	11	61,961	11	61,011
10	60,050	11	63,032	12	64,191	12	62,959
11	61,724	12	65,072	13	65,882	13	66,192
12	63,578	13	66,285	14	67,794	14	67,844
13	65,125	14	70,408	15	71,785	15	69,866
14	68,755	15	74,486	16	74,554	16	71,966
15	72,486	16	75,555	17	76,016	17	74,804
16	78,669	17	82,516	18	87,919	18	81,966
17	86,526	18	87,919	18	87,919	19	87,919

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on MA Step 9 on the 2011-2012 moves to Steps 10, 11, and 12 over the three years.

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
9	57,645	10	61,097	11	61,961	12	62,959

Longevity: Per Article XXI

SCHEDULE A-4

MA+30 Teacher Guide

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
				1	51,166	2	52,207
		1	50,166	2	52,166	3	54,207
1	49,243	2	51,166	3	53,166	4	54,633
2	49,919	3	52,168	4	54,166	5	55,375
3	50,521	4	53,214	5	54,834	6	56,291
4	52,167	5	54,216	6	55,750	7	57,675
5	52,568	6	54,694	7	56,915	8	58,207
6	54,484	7	56,555	8	57,930	9	61,107
7	54,962	8	57,884	9	59,666	10	61,610
8	55,817	9	58,393	10	60,966	11	61,800
9	58,393	10	61,845	11	62,709	12	63,748
10	60,798	11	63,780	12	64,939	13	66,981
11	62,472	12	65,820	13	66,630	14	68,585
12	64,326	13	67,033	14	68,494	15	70,607
13	65,873	14	71,108	15	72,436	16	72,707
14	69,455	15	75,136	16	75,204	17	75,545
15	73,136	16	76,205	17	76,666	18	82,707
16	79,244	17	83,166	18	88,419	19	88,419
17	87,026	18	88,419	18	88,419	19	88,419

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on MA+30 Step 9 on the 2011-2012 moves to Steps 10, 11 and 12 over the three years.

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
9	58,393	10	61,845	11	62,709	12	63,748

Longevity: Per Article XXI

SCHEDULE A-5

PhD Teacher Guide

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
			2012-13		year 2	1	54,818
	2011-2012		year 1	1	53,166	2	55,818
Step	PHD	1	52,166	2	54,166	3	56,818
1	51,243	2	53,166	3	55,166	4	57,244
2	51,919	3	54,168	4	56,166	5	57,986
3	52,521	4	55,214	5	56,834	6	58,902
4	54,167	5	56,216	6	57,750	7	60,286
5	54,568	6	56,694	7	58,915	8	60,818
6	56,484	7	58,555	8	59,930	9	63,718
7	56,962	8	59,884	9	61,666	10	64,221
8	57,817	9	60,393	10	62,966	11	64,411
9	60,393	10	63,845	11	64,709	12	66,359
10	62,798	11	65,780	12	66,939	13	69,592
11	64,472	12	67,820	13	68,630	14	71,196
12	66,326	13	69,033	14	70,494	15	73,218
13	67,873	14	73,108	15	74,436	16	75,318
14	71,455	15	77,136	16	77,204	17	78,156
15	75,136	16	78,205	17	78,666	18	85,318
16	81,244	17	85,166	18	90,419	19	90,419
17	89,026	18	90,419	18	90,419	19	90,419

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on PhD Step 9 on the 2011-2012 moves to Steps 10, 11, and 12 over the three years.

		Year 1		Year 2		Year 3	
2011-12 Step	2011-12 Base	2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
9	60,393	10	63,845	11	64,709	12	66,359

Longevity: Per Article XXI

SCHEDULE B-1

10 Month Secretary Guides

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
				1	24,910	2	26,863
		1	24500	2	25,983	3	28,363
1	24500	2	25573	3	27,483	4	29,496
2	25573	3	27073	4	28,616	5	30,586
3	27073	4	28206	5	29,706	6	31,848
4	28206	5	29296	6	30,968	7	33,018
5	29296	6	30557	7	32,138	7	33,018
6	30557	7	31728	7	32,138	7	33,018
7	31668	7	31728	7	32,138	7	33,018

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on the 10 month Secretary Step 3 on the 2011-2012 moves to Steps 4, 5, and 6 over the three years.

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
3	27073	4	28206	5	29,706	6	31,848

Longevity: Per Article XXI

SCHEDULE B-2
12 Month Secretary Guides

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
			2012-13		year 2	1	27,000
	2011-2012		year 1	1	27,000	2	28,000
Step	Now	1	27000	2	28,000	3	29,470
1	27000	2	28000	3	29,470	4	29,519
2	28000	3	29470	4	29,970	5	31,019
3	28970	4	29970	5	30,700	6	32,519
4	29470	5	30700	6	32,185	7	34,019
5	30700	6	32185	7	33,735	8	35,569
6	32185	7	33735	8	34,889	9	37,070
7	33735	8	34889	9	36,270	10	38,645
8	34889	9	36270	10	37,845	11	40,208
9	36270	10	37845	11	39,108	12	41,795
10	37845	11	39108	12	41,295	13	43,306
11	39108	12	41295	13	43,306	14	44,872
12	41295	13	43306	14	44,872	14	44,872
13	43306	14	44872	14	44,872	14	44,872
14	44872	14	44872	14	44,872	14	44,872

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on the 12 month Secretary Step 3 on the 2011-2012 moves to Steps 4, 5, and 6 over the three years.

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
3	28970	4	29970	5	30,700	6	32,519

Longevity: Per Article XXI

SCHEDULE B-3
Principal's Secretary Guides

	Year 1		Year 2		Year 3		
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
		1	29500			1	31,531
1	29500	2	30500	1	31,531	2	34,031
2	30500	3	31500	2	34,031	3	36,531
3	31500	4	32600	3	36,531	4	39,031
4	32600	5	35525	4	39,031	5	41,531
5	35525	6	38425	5	41,531	6	44,031
6	38425	7	41125	6	44,031	7	46,531
7	41125	8	43825	7	46,531	8	49,031
8	43825	9	45043	8	49,031	9	51,531
9	45043	10	47500	9	51,531	10	54,031
10	47500	11	50248	10	54,031	10	54,031
11	50248	12	54031	10	54,031	10	54,031
12	53031	12	54031	10	54,031	10	54,031

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on the Principal's Secretary Step 3 on the 2011-2012 moves to Steps 4, 3, and 4 over the three years.

	Year 1		Year 2		Year 3		
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
3	31500	4	32600	3	36,531	4	39,031

Longevity: Per Article XXI

SCHEDULE C
Para-Professionals Guides

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
						1	20,000
				1	19,500	2	20,400
		1	19500	2	20,000	3	20,800
1	19500	2	20000	3	20,400	4	21,000
2	20000	3	20400	4	20,812	5	21,639
3	20400	4	20812	5	21,639	6	22,572
4	20812	5	21639	6	22,572	7	23,600
5	21839	6	22572	7	23,600	8	25,110
6	22772	7	23600	8	25,110	9	26,702
7	24600	8	25110	9	26,702	10	28,202
8	25610	9	26702	10	28,202	11	29,702
9	26702	10	28202	11	29,702	12	31,205
10	27294	11	29702	12	31,205	13	32,705
11	28136	12	31205	13	32,705	14	34,106
12	29805	13	32705	14	34,106	15	35,506
13	31006	14	34106	15	35,506	15	35,506
14	33006	15	35506	15	35,506	15	35,506
15	34438	15	35506	15	35,506	15	35,506

Movement on guide begins with the step for 2012-15 and moves horizontally for each year of the agreement.

For example, a person on Step 3 on the 2012-2015 moves to steps 4, 5, and 6 over the three years.

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
3	20400	4	20812	5	21,639	6	22,572

District Service Recognition (DSR) base pay differential: Note- page 45

NOTE:

Para-professionals will:

- receive a clothing reimbursement allowance for instructional accidents.. The allowance, in each school year and per para-professional, shall be a maximum of one hundred and twenty-five dollars (\$125), payable upon proof of damage and submission of a receipted bill.
- receive district service recognition base pay differential:
 - after twenty (20) years service in district - one thousand dollars (\$1,000)
 - after twenty-five (25) years service - in district five hundred dollars (\$500)The above service recognition increases are to be cumulative.

Employees must notify the Board Office when 20 years of service is reached. The increment will be paid in the fiscal year notified and will not be retroactive.

Credit Stipend (Must be related to the position of para-professional.)

Para-professionals will receive:

1. A three hundred dollar (\$300) stipend for the attainment of twenty (20) credit hours of college work.
2. A four hundred-fifty dollar (\$450) stipend for the attainment of forty (40) credit hours of college work.
3. A six hundred-fifty dollar (\$650) stipend for the attainment of an Associate Degree, or sixty-four (64) credit hours of college work.

SCHEDULE D
Coaching Guide

High School		2012-2013	2013-2014	2014-2015
Group A	Head Coach			
	Football	8949	8949	8949
Group A	Assistant Coach			
	Football	6876	6876	6876
Group B	Head Coach			
	Baseball	7829	7829	7829
	Basketball	7829	7829	7829
	Field Hockey	7829	7829	7829
	Lacrosse	7829	7829	7829
	Soccer	7829	7829	7829
	Softball	7829	7829	7829
	Spring Track	7829	7829	7829
	Indoor Track	7829	7829	7829
	Volleyball	7829	7829	7829
	Wrestling	7829	7829	7829
Group B	Assistant Coach			
	Baseball	5904	5904	5904
	Basketball	5904	5904	5904
	Field Hockey	5904	5904	5904
	Lacrosse	5904	5904	5904
	Soccer	5904	5904	5904
	Softball	5904	5904	5904
	Indoor Track	5904	5904	5904
	Spring Track	5904	5904	5904
	Volleyball	5904	5904	5904
	Wrestling	5904	5904	5904

High School		2012-2013	2013-2014	2014-2015
Group C	Head Coach			
	Cross Country	6713	6713	6713
	Golf	6713	6713	6713
	Tennis	6713	6713	6713
	Swimming	6713	6713	6713
Group C	Assistant Coach			
	Cross Country	4905	4905	4905
	Golf	4905	4905	4905
	Swimming	4905	4905	4905
	Tennis	4905	4905	4905
Group D	Head Coach			
	Bowling	5880	5880	5880
	Cheerleading - Fall	5880	5880	5880
	Cheerleading - Winter	5880	5880	5880
	Ice Hockey	5880	5880	5880
Group D	Assistant Coach			
	Bowling	4201	4201	4201
	Cheerleading - Fall	4201	4201	4201
	Cheerleading - Winter	4201	4201	4201
	Ice Hockey	4201	4201	4201
	Challenger League	1530	1530	1530

Middle School		2012-2013	2013-2014	2014-2015
	Head Coach			
	Baseball	4870	4870	4870
	Basketball	4870	4870	4870
	Cheerleading	4870	4870	4870
	Cross Country	4870	4870	4870
	Soccer	4870	4870	4870
	Softball	4870	4870	4870
		2012-2013	2013-2014	2014-2015
	Spring Track	4870	4870	4870
	Wrestling	4870	4870	4870
	Assistant Coach			
	Baseball	3745	3745	3745
	Basketball	3745	3745	3745
	Cheerleading	3745	3745	3745
	Cross Country	3745	3745	3745
	Soccer	3745	3745	3745
	Softball	3745	3745	3745
	Spring Track	3745	3745	3745
	Wrestling	3745	3745	3745

*Guide does not reflect Off-Guide salaries for Middle School Head Coaches for Baseball, Basketball, and Spring Track. These shall be paid at the rate of \$150.00 per year for the duration of the agreement.

**Coaches shall receive contracts prior to the start of the season in which they coach.

SCHEDULE E
Advisors Guide

High School	2012-2013	2013-2014	2014-2015
Academic Advisor	2188	2188	2188
Alumni Advisor	1709	1709	1709
AV Advisor	3096	3096	3096
Band Director	4013	4013	4013
Band Director Assistant	2884	2884	2884
Band Front	3885	3885	3885
Chess Club	1454	1454	1454
Choreographer	2472	2472	2472
Class Advisor Grade 12	4199	4199	4199
Class Advisor Grade 11	2894	2894	2894
Class Advisor Grade 10	2149	2149	2149
Class Advisor Grade 9	1897	1897	1897
Criminal Justice	1571	1571	1571
Dance Club	2330	2330	2330
Drama Club	6297	6297	6297
Drama Club Business Manager	1449	1449	1449
Drama Club Music Director	2816	2816	2816
Equipment Manager	5618	5618	5618
FBLA	1637	1637	1637
French Club	1712	1712	1712
FEA	1543	1543	1543
Habitat for Humanity	2641	2641	2641
High Steppin' Hawks Advisor	1303	1303	1303
History Club	1618	1618	1618
Honor Society	1763	1763	1763
In House Printing	2410	2410	2410
Interact	3197	3197	3197
Interact Assistant	1736	1736	1736
Jazz Band Director	3503	3503	3503
Key Club	2079	2079	2079

	2012-2013	2013-2014	2014-2015
Literary Magazine	1819	1819	1819
Marching Band	5896	5896	5896
Marching Band Assistant	3648	3648	3648
Math League	3062	3062	3062
Mock Trial	1537	1537	1537
Multicultural Club	2425	2425	2425
Multi-Media Club	3197	3197	3197
Newspaper	2009	2009	2009
NJ ROTC Drill Team/Color Guard Advisor	4032	4032	4032
PEPP Club	2655	2655	2655
PEPP Club Assistant	2158	2158	2158
Play Vocal Director	4074	4074	4074
Public Relations	1195	1195	1195
Scenery Design	3910	3910	3910
Science Club	2694	2694	2694
Show Choir	2204	2204	2204
Ski Club	1780	1780	1780
Spanish Club	1629	1629	1629
Student Government	3424	3424	3424
TV Station Manager	6137	6137	6137
Varsity Club	3093	3093	3093
Weightlifting - Fall	4164	4164	4164
Weightlifting - Spring	4164	4164	4164
Weightlifting - Summer	4851	4851	4851
Weightlifting - Winter	4164	4164	4164
Yearbook	4979	4979	4979
Yearbook Financial	2666	2666	2666
Lighting/Sound	\$20.00/hour	\$20.00/hour	\$20.00/hour
Group 1 – High School			
Business Coordinator	4388	4388	4388
Fine Arts Coordinator	4388	4388	4388
Haz Mat Coordinator	4388	4388	4388
Modern Languages Coordinator	4388	4388	4388

	2012-2013	2013-2014	2014-2015
Group 2 – High School			
Guidance Coordinator	4388	4388	4388
Physical Education Coordinator	4388	4388	4388
Social Studies Coordinator	4388	4388	4388
Technology Coordinator	4388	4388	4388
Group 3 – High School			
English Coordinator	4724	4724	4724
Mathematics Coordinator	4724	4724	4724
Science Coordinator	4724	4724	4724
Special Education Coordinator	4724	4724	4724
Middle School			
Athletic Coordinator	5865	5865	5865
AV Coordinator	3324	3324	3324
Band Director	3379	3379	3379
Drama Coach	2761	2761	2761
Gospel Chorus	1883	1883	1883
Impact Club	2216	2216	2216
PEPP Club	2327	2327	2327
Public Relations	1108	1108	1108
Recycling Club	1758	1758	1758
Register Keeper	2327	2327	2327
Scenery Coordinator	1330	1330	1330
Sewing Club	1717	1717	1717
Student Accounts Bookkeeper	3324	3324	3324
Student Council	2458	2458	2458
Yearbook	2718	2718	2718
**Assistant to the Principal - MS	151	151	151

Middle School	2012-2013	2013-2014	2014-2015
Group 1 – Middle School			
Subject Leader – Basic Skills	2493	2493	2493
Subject Leader - Guidance	2493	2493	2493
Subject Leader – Physical Education	2493	2493	2493
Subject Leader - Social Studies	2493	2493	2493
Group 2 – Middle School			
Subject Leader - 6 th Alpha	2834	2834	2834
Subject Leader - 6 th Omega	2834	2834	2834
Subject Leader - 7 th Alpha	2834	2834	2834
Subject Leader - 7 th Omega	2834	2834	2834
Subject Leader - 8 th Alpha	2834	2834	2834
Subject Leader - 8 th Omega	2834	2834	2834
Subject Leader - Specials	2834	2834	2834
** Salary per Diem			
Regional Day			
A Pod Coordinator	2783	2783	2783
B Pod Coordinator	2783	2783	2783
C Pod Coordinator	2783	2783	2783
Computer Coordinator	1280	1280	1280
Crisis Aide	5751	5751	5751
ESY Coordinator	6090	6090	6090
Newspaper Coordinator	1181	1181	1181
Prom Coordinator	913	913	913
Publicity	1085	1085	1085
Register Keeper	2338	2338	2338
Student Council	1336	1336	1336
Yearbook Coordinator	1865	1865	1865
Assistant to the Principal	4079	4079	4079

Elementary	2012-2013	2013-2014	2014-2015
AV Coordinator	1547	1547	1547
SHAPE	1495	1495	1495
Junior Impact	1495	1495	1495
Public Relations	1106	1106	1106
Register Keeper	2321	2321	2321
Sub-Aide Caller	2550	2550	2550
*After School Activities	48	48	48
**Assistant to the Principal - MS	151	151	151
**Assistant to the Principal - MTES	151	151	151
**Assistant to the Principal - RS	151	151	151
**Assistant to the Principal - WS	151	151	151
<i>* Salary per hour</i>			
<i>** Salary per Diem</i>			

INDEX

- 403(b), 17, 18
- Amendments, 8
- Association identification
 - identification association, 22
- Association Recognition and Purpose, 5
- Association Release Time, 31
- Athletic Trainer, 5, 15
- back to school nights, 12
- bereavement days, 18
- Building use, 30
- Bulletin Board, 30
- Bus Duty, 34
- Call-in time, 15
- chaperoning, 13
- child rearing, 20
- class coverage, 12
- Coaching Guide, 48
- Communication - email, 13
- Continuation of Insurance Protection, 27
- Costs and Expenses, 8
- Criticism of Employees, 21
- Curriculum Work, 34
- Death in the Family, 18
- Deduction from salary, 32
- Dental Insurance, 26
- Derogatory Material, 22
- direct deposit, 22
- Duration of Agreement, 37
- e-mail, 13
- Employee Assignment, 23
- Employee Rights and Protection, 20
- Extended School Year, 34
- extra help, 11
- faculty meetings, 11, 12
- full-time, 5
- Grievance Form, 58
- Grievance Procedure, 6
- Insurance Protection, 27
- Insurance Waiver Opt Out, 26
- interpreters compensation, 13
- Involuntary Transfer, 23
- Just Cause Provision, 21
- Kindergarten, 11, 12
- Leaves of absence
 - child rearing, 20
- lifting students, 15
- Longevity - Teachers and Secretaries, 33, 34
- lunch, 10, 11, 13, 14, 15, 31
- Mail, 30
- Mail Facilities and Mail Boxes
 - interoffice mail, 30
- Maternity Leave, 19, 20
- Medical Insurance Protection, 26
- Meetings
 - Association, 30
 - disciplinary, 21
 - faculty, 6
 - grievance, 29
 - negotiations, 6
- Mentoring, 29
- Mileage, 23
- Negotiating Procedure, 6
- nights back to school, 12
- non-member representation
 - fees non-member representation, 31
- notification
 - Involuntary Transfer, 23
 - new employee, 22
 - posting of vacancies, 22
- Notification
 - revisions schedules, 23
 - schedules, 23
- Nurses, 15
- Nurses mileage, 15
- Optical Insurance, 26
- Other Leaves, 20
- other leaves of absence, 19
- para-professional
 - single-person lift, 15
- Para-professional, 15
- para-professionals, 5, 9, 14, 18, 28, 33, 35, 36
- college, 28
- work hours, 14
- work year, 9
- part-time, 5, 35
- Part-time, 11
- Past Practice, 33
- Payroll, 22
- Personal Days, 18
- postings, 23
- PREAMBLE, 5
- Prescription Plan, 27
- professional (in-service) days., 9
- Professional Days, 18
- Professional Development, 28
- recall
 - para -professional, 35
 - para-professional, 36
 - secretaries, 36
- Recall
 - employees, 35
- Recognition, 5
- Release Time association, 31
- Representation Fee, 31

Required Meetings or Hearings
disciplinary meeting, 21
retirement
403(b), 18
Retirement, 17
RIF, 35, 36
Rights and Privileges, 29
Rights and Protection in Representation, 20
Salary Guides, 46
SCHEDULE E
Advisors Guide, 51
School Calendar, 9
Secretaries, 9, 10, 13, 14, 28, 33, 36
Secretary, 14
Seniority - Para-professionals, 35
Seniority - Secretaries, 36
Sick Days, 15
Sick Leave Bank, 16

Sick Leave payment for unused & retirement, 17
sixth period class, 12
splitting up classes, 10
Statutory Savings, 21
Strikes and Lockouts, 8
Summer Curriculum, 34
teachers, 5, 9, 10, 11, 12, 13, 14, 21, 27, 29, 33, 34
Temporary Leaves of Absence, 17, 20
Transfer, 23
Tuition Reimbursement, 27
Tutoring
home instruction, 34
tutoring mileage, 34
Use of School Equipment
equipment use, 30
vacancies, 23
vacation secretaries, 9
volunteer advisors, 22

Appendix A

Employee's Grievance Form

Level 1
Form 1

Grievance:
Date:

Disposition:

Name of Grievant:
Date of Grievance:

Nature of Grievance:

Contract/policy/statute violations:

Remedies Sought: