AGREEMENT

BETWEEN

MAINLAND REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

AND

MAINLAND REGIONAL EDUCATION ASSOCIATION



JULY 1, 2016 THROUGH JUNE 30, 2019

Table of Contents

Article # I.	Title PREAMBLE	Page # 3
II.	RECOGNITION	4
III.	NEGOTIATIONS PROCEDURE	5
IV.	GRIEVANCE PROCEDURE	6
V.	EMPLOYEES' RIGHTS & PRIVILEGES	11
VI.	ASSOCIATION RIGHTS & PRIVILEGES	13
VII.	BOARD'S RIGHTS	15
VIII.	EMPLOYMENT CONDITIONS	16
IX.	EXTRA PAY - CUSTODIAL STAFF	25
X.	VACANCIES, VOLUNTARY/INVOLUNTARY TRANSFERS & REASSIGNMENTS	27
XI.	OBSERVATION AND EVALUATION	28
XII.	FAIR DISMISSAL PROCEDURE	30
XIII.	LEAVES OF ABSENCE	31
XIV.	VACATIONS - NON-CERTIFICATED STAFF	39
XV.	WORK YEAR & HOLIDAY - NON-CERTIFICATED STAFF	41
XVI.	HEALTH INSURANCE PROGRAM	43
XVII.	DUES DEDUCTION & AGENCY FEES	45
XVIII.	GRANT-IN-AID PROGRAM	47
XIX.	ADVISORY COUNCIL	49
XX.	COPIES OF AGREEMENT	50
XXI.	NON-DISCRIMINATION	51
XXII.	SEPARABILITY & SAVINGS	52
XXIII.	INDIVIDUAL CONTRACTS	53
XXIV.	ATTENDANCE RECOGNITION PROGRAM – SUPPORT STAFF	54
XXV.	DISTRICT SERVICE CREDIT- CERTIFIED AND NON-CERTIFIED	55
XXVI.	SCHEDULE A: Teacher Salary Guide	56
XXVII.	SCHEDULE A: Teacher Salary Guide	57
XXVIII.	SCHEDULE B: Support Staff Salary Guide	58
XXIX.	SCHEDULE C: Custodian/Maintenance Salary Guide	59
XXX.	SCHEDULE D: Coaches Salary Guide	60
XXXI.	Intramural Supervision	62

ARTICLE I

PREAMBLE

This is the Agreement entered into this 13th day of June 2016_by and between the MAINLAND REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter called the "Board," and the MAINLAND REGIONAL EDUCATION ASSOCIATION, hereinafter called the "Association."

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for regularly employed non-supervisory certified and non-certified full-time and regular part-time employees under contract to the Board.
- B. Excluded from the Association are cafeteria employees, casual employees, substitutes, confidential employees (including the Superintendent's secretary and the secretary in the Business Administrator's office), computer operator, police, school resource officer, bus drivers, aquatic director, lifeguard and supervisors who have the power to hire, evaluate, discharge, discipline or effectively recommend the same (including, but not limited to, the Educational Facility Manager/Director.
- C. Unless otherwise indicated, the term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit.
- D. Where applicable, the terms "certified staff," "teacher's aides," "secretarial personnel," "attendance officer," "auditorium technician," "custodial personnel," "maintenance personnel" and substitute coordinator shall be used to denote the sections included herein which apply only to the specified group(s).

ARTICLE III

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over an Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees covered by the Recognition clause, be reduced to writing and, after ratification by the Board and the Association, shall be signed and adopted by both parties.
- B. During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association, upon specific request therefore, any public information concerning negotiations.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any Agreement reached by said representative is subject to the approval of the respective parties.
- D. During the first meeting in December of the calendar year preceding the calendar year in which this Agreement expires, the Association and the Board shall present to each other at the table a comprehensive set of proposals for negotiations. At that time regular meeting dates shall be established mutually by the parties. Meeting dates shall be adhered to unless canceled or postponed by either party. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.
- E. Except as this Agreement shall hereafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the rules, regulations or policies of the Board in force on said date shall continue to be applicable during the term of this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

- 1. A "grievance" is a claim by an employee, group of employees, or the Association, based on the interpretation, application or violation of this Agreement, Board policies and administrative decisions affecting the terms and conditions of employment of employees.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is a person who might be required to take action, or against whom action might be taken, in order to resolve the claim (third party).
- 4. A "school day" is any in which the teaching staff is contractually required to be in school.

B. Purpose

- 1. The purpose of this procedure is to secure at the lowest level an equitable solution to problems and grievances which may arise affecting the terms and conditions of employment of the employees covered by this Agreement, and to resolve them as quickly as possible. These proceedings will be kept as informal and confidential as may be appropriate.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

- 1. A grievance must be presented to the proper administrator within fifteen (15) calendar days after the grievant should have reasonable knowledge of the event which occasioned the grievance, but in no event more than forty (40) calendar days after its occurrence.
- 2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. If any deadline set forth herein falls on a weekend or vacation period or holiday, the first school day following shall be the due date. The time limits specified may, however, be extended by mutual agreement. Failure at any step of the procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal.
- 3. In the event a grievance affecting a 10-month employee is filed at such time that it cannot be processed through all of the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a grievant, the time limits set forth herein shall be reduced so that the grievance

procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

4. Informal Level

- a. All grievances will commence at an informal level. It is anticipated that, normally, the informal level will constitute the immediate supervisor of the employee. However, if the administrator whose actions are the subject of the grievance is the person who would normally become involved at Level I or Level II, then the grievance will be commenced at that level and will follow the informal level procedures outlined in subparagraph b below. Where the informal level is held at a level above the employee's immediate supervisor, the steps of grievance below that level will be omitted. Where a grievance is commenced at a level above the employee's immediate supervisor, the time limits and requirements for written response for that initial levels are superseded by the provisions of subparagraph b below
- b. Any such discussion will be conducted either directly by the aggrieved person or through the Association's designated representative, with the objective of resolving the matter informally. The grievant or representative shall indicate that a grievance hearing is taking place.
- c. The supervisor (or Building Principal or Superintendent, as appropriate) shall respond within five (5) school days.

5. Level I

- a. If the grievant is not satisfied with the decision at the Informal Level, or if no decision has been rendered, then within seven (7) school days, not counting weekdays on which the school is closed or weekends, of the date on which the decision was rendered, or should have been rendered, the grievant shall reduce it to writing and submit the grievance to the building Principal or, for custodial employees, to the Board Secretary/Business Administrator. The Building Principal or Board Secretary/Business Administrator shall respond in writing within seven (7) calendar days, not counting weekdays on which the school is closed.
- b. The written grievance at this Level shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant.

6. Level II

a. If the grievant is not satisfied with the decision at Level I, or if no decision has been rendered, then within five (5) calendar days, not counting weekdays on which the school is closed or weekends, after the decision was rendered, or should have been rendered, the

grievant shall submit the written grievance, together with the prior response, to the Superintendent of Schools.

b. The Superintendent of Schools shall respond in writing within five (5) school days.

7. Level III

- a. If the grievant is not satisfied with the decision at Level II, or if no decision has been rendered, then within five (5) school days after the decision was rendered, or should have been rendered, the grievant shall submit the written grievance, together with all prior responses, to the Board through the Board Secretary/Business Administrator.
- b. The Board, or a committee thereof, shall review the case and hold a hearing with the grievant, if requested by the grievant. An administrator may be present at this Level. The Board shall render a decision in writing within thirty-one (31) school days of receipt of the grievance. Receipt of the grievance shall be considered the date on which the grievance was submitted to the Board Secretary/Business Administrator. Copies of the decision of the Board shall be sent to the aggrieved and the Association.

8. Level IV

- a. If the grievant is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered, then within five (5) school days after a decision by the Board, or thirty-two (32) calendar days after the grievance was submitted to the Board, whichever is sooner, the grievant may request in writing of the Association that the grievance be submitted to arbitration.
- b. If the Association deems the grievance meritorious, it may be submitted to arbitration within fifteen (15) school days, not counting weekdays on which the school is closed or weekends, after receipt of a request from the aggrieved.
- c. Arbitration shall not apply to any of the following, provided no other portion of this Agreement has been violated.
 - Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board of Education
 - ii. A complaint of a non-tenured employee which arises by reason of said person not being reemployed
 - iii. A complaint by any employee occasioned by the appointment or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required
 - iv. Board policy and administrative decisions.
 - v. The submission shall consist of a Demand for Arbitration made to the Public Employment Relations Commission by the Association, with a copy to the Board.

The parties shall then be bound by the labor arbitration rules of the Public Employment Relations Commission.

- d. The arbitrator so selected shall confer with the representatives and hold hearings promptly and shall issue a decision no later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to said arbitrator.
 - The arbitrator's decision shall be in writing and shall set forth findings of fact,
 reasoning and conclusions on the issues submitted.
 - ii. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of or adds to the terms of this Agreement.
 - iii. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involving the grievance.
- e. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring them.

D. Rights of Employees to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by either party to this Agreement against any employee, whether or not a member of the bargaining unit, who shall participate in the grievance procedure by reason of such participation.
- 3. Meetings to discuss grievances may be taped by mutual knowledge of the parties. A copy of the tape will be available to either party, provided a blank tape is supplied and the request is made within five (5) school days.

E. Miscellaneous

 When an organizational grievance has not been resolved informally between the Superintendent and the Association, such grievances may be submitted in writing to the Superintendent directly, and the processing of such grievances shall be commenced at Level II.

- Such a grievance may be processed by the Association through all Levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 2. Decisions rendered at Level I which are unsatisfactory to the aggrieved person, and all decisions rendered at Level II and III and of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest. Decisions rendered at Level III shall be in accordance with the procedures set forth in Section C, Paragraph 5 of this Article.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 4. The grievance form attached hereto as Appendix I shall be utilized for the filing and processing of all grievances. It shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- 5. All meetings and hearings under this procedure shall be conducted in private and shall include such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 6. If a grievance affects a group of employees, by mutual agreement of the parties, such grievance may be consolidated and, where appropriate, may be instituted at Level III of the grievance procedure.

ARTICLE V

EMPLOYEES' RIGHTS & PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under N.J.S.A. 18A or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any employee is required to appear before any administrator concerning any matter which involves the imposition of a disciplinary action, including but not limited to a reprimand, suspension, termination, withholding of an increment, such employee shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative(s) present to advise and represent him/her during such meeting or interview.
- C. If during the course of a conference with a supervisor or administrator, the employee perceives that such conference concerns any matter covered in B above, the employee may terminate said conference or meeting and seek representation before such conference is continued.
- D. No employee shall be disciplined by reprimand, fine, suspension, or discharge without just cause. Any such action asserted by the Board shall be subject to review under law, or if no statutory appeal process is available, through the grievance procedure set forth herein. Failure to appoint or renew the appointment of any employee to a position for which tenure is either not possible or not required is not construed as a disciplinary action under this clause.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. There shall be no collection of funds by employees from students for activities related to profit-making organizations. Staff shall not seek to influence students to participate in any endeavor from which the staff member receives a profit or benefit which would constitute or provide the appearance of a conflict of interest.
- G. An employee shall have access to his/her personnel folder and shall be able to review its contents in the presence of the Superintendent or his/her designated agent and an Association representative if so requested by the employee. Said review is to be conducted within five (5) working days of the request at a mutually agreeable time.
- H. An employee may request that materials attesting to that employee's competency be included in the employee's personnel records, and such materials may so be included at the discretion of the Superintendent. Any such material shall be designated as having been included upon the request of said employee.
- I. Whenever a written complaint concerning an employee is placed in the employee's personnel file(s); a copy shall be furnished to them and they shall be given the opportunity to rebut same in writing if they so desire.

- J. The teacher shall have the responsibility of determining students' grades within the grading policy of Mainland Regional High School. No grade shall be changed by the Administration without prior consultation with the teacher, except for errors in calculation. In instances where a teacher has terminated employment, or does not respond to a mailed inquiry within ten (10) school days, a grade may be changed at the discretion of the Administration.
- K. Where a grade has been changed by Administration, the teacher shall receive notification in writing of the grade change, and a copy of said notification shall be placed in the student's file.
- L. Employees may leave the building during their lunch period with the knowledge of the Administration.

 The main office must be informed of the time of departure and return by signing in and out.
- M. Employees will have access to telephones in all faculty rooms and department offices as required for the performance of their employment duties and for use in personal emergencies. Copy machines shall be located centrally for employee's use in the performance of their employment duties.

ARTICLE VI

ASSOCIATION RIGHTS & PRIVILEGES

- A. The Board agrees to furnish to the Association, in response to reasonable requests thereof, information which is in the public domain.
- B. The Association President, Chairperson of Negotiations, and Chairperson of the Professional Rights Committee shall be given release time as follows:
 - 1. If a certificated staff employee holds a position:
 - a. President shall be released from line duty and a homeroom assignment during the school year (not to apply if homeroom is considered part of a period).
 - b. Chairperson of Negotiations shall be released from line duty and homeroom assignment during the period of negotiations (not to apply if homeroom is considered part of a period).
 - c. Chairperson of the Professional Rights & Responsibilities shall be released from the line duty during the school year.
 - 2. The President shall be granted up to five (5) days with pay within the school year for Association business. Approval subject to the Superintendent.
- C. Subject to approval by the Administration, the Association shall have the right to request, in writing, rent free use of the school building.
 - The Association shall pay for any custodial expenses for opening and/or being in the building at the time of its use, as well as any out-of-pocket expenses incurred by the Board for the meetings.
 - 2. The Association will designate one individual who will initiate requests for school facility use, and that person will be the liaison person between the Association and the school Administration.
 - 3. The Association shall be solely responsible for the restoration of any facility to its original condition upon the conclusion of an Association meeting.
- D. The Association shall have the right to use intra-school mail facilities, e-mail, office mailboxes, and bulletin boards in public areas of the building, the public address system, and the telephone for the conducting of Association business. The Association agrees to pay any telephone tolls so incurred. The P.A. system may be utilized before school and after school for making announcements by the Association President or a designated representative. The Association shall also have the right to use school equipment, including typewriters, duplicating equipment, calculating machines, computers, and all types of audio visual equipment outside of regular working hours when such equipment is not otherwise in use. The Association will pay the reasonable cost of all materials, services and supplies incident to such use.

- E. Copies of agendas and minutes of public Board meetings shall be provided to the Association President as soon as they are available.
- F. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, that representative or employee shall suffer no loss in regular pay.
- G. Copies of daily staff attendance sheets, stating if the day is sick, personal, critical illness or without pay, and individual teachers assigned teaching and duty schedules will be provided to the Association President.

ARTICLE VII

BOARD'S RIGHTS

The Board reserves unto itself sole jurisdiction and right, in compliance with the Laws of the State of New Jersey and the Rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this Agreement, and to take disciplinary action against said employees up to and including discharge, to manage school operations, and to take whatever actions may be necessary to accomplish the mission of the school district, except as may be limited by the language of this Agreement and the laws of New Jersey.

ARTICLE VIII

EMPLOYMENT CONDITIONS

- A. The Board hereby reserves the right to withhold increments upon the recommendation of the Superintendent.
- B. There will be a bi-weekly pay plan. When a payday falls on or during a school holiday or weekend, employees shall receive their paycheck on the last previous working day.
 - 1. All employees covered by this Agreement shall be entitled to allot a portion of their bi-weekly paycheck to be automatically deducted and forwarded to a Credit Union designated by the Association. Such designation shall remain for the duration of this Agreement.
 - 2. The Board assumes no responsibility for any delay in receipt of such funds, or any loss of use by the employee, provided the Board properly forwards the funds in accordance with its existing practice.
- C. Salary guides, longevity increments, and education credits for all employees shall be as set forth on the attached Schedules A-B.
 - 1. To be eligible to advance a step on any salary guide, the employee must have worked at least one half of the previous work year.
 - 2. Athletic salaries shall be paid as per Schedule D attached hereto and made a part hereof.
 - 3. Co-curricular salaries shall be paid as per Schedule E attached hereto and made a part hereof.
 - 4. Co-curricular salaries for 10 month activities shall be paid semi-annually in January and June as per Schedule E attached hereto and made a part hereof.

D. Professional Staff

- It is understood by the Board and the Association that the employment of qualified, competent, and experienced staff in accordance with the school's needs is mutually beneficial to all parties.
 Therefore, the Board, within its discretion, may hire any employee at a salary level on the guide commensurate with its needs.
- 2. Except as otherwise provided in this Agreement, when a certificated staff member is required by the Administration to be in attendance at school when the majority of the teaching staff is not required to be present, such staff member shall receive compensation at the rate of 1/183 of the present yearly salary of that employee for each day the employee is required to be in attendance, unless such attendance is compensated for by a stipend for extra-curricular assignment.
- 3. Teachers will receive their final paycheck on the last working day in June and payable on that day, provided they have met all their professional obligations.
- 4. Step numbers no longer necessarily represent years of experience, or years of service in the district, but merely a numerical index of various steps.

- 5. Teaching Hours and Teaching Load
 - a. There shall be five (5) work days per week and seven (7) hours and twenty four (24) minutes per work day, as scheduled for each employee by the Board. A rotation shall consist of 4 school days. Each day shall contain a total of 6 class periods. Each period of instructional time shall be 54 minutes long. A set shall consist of 20 consecutive school days or 5 rotations. Within each set a teacher will meet with each of their classes 15 times for a total of 75 class periods per set. There will be 15 duty periods within a set. Said duty period cannot be assigned the day that coincides with teaching 5 class periods.
 - b. There shall be (4) four 34 minute periods per rotation prior to the commencement of the school day. No more than (2) two shall be used for professional collaboration and curriculum development and revision at the supervisor's discretion. The additional (2) two 34 minute periods previously identified as professional development time shall be used for student tutorial, student assistance, as well as instructional planning and preparation. However, Administration maintains the right to call District wide, departmental, or staff meetings.
 - c. Teachers who are assigned more than seventy five (75) periods per set will be scheduled and compensated as indicated below:

Teach	Duty	Prep/Prof	Added	Pay
Periods/set	Periods/set	Periods/set	1 Sem.	Both Sem.
80 periods	½ duty	30	1,000	2,000
85 periods	¼ duty	30	2,250	4,500
90 Periods	no duty	30	4,000	8,000

- d. The added payment will be made only if the prior or next subsequent semester is not adjusted to provide release from assignments equal to or exceeding the number of extra (beyond 75) periods per week.
- e. A teacher who is assigned more than seventy five (75) teaching periods per set will be assigned by their supervisor and shall receive added pay according to the above table. In lieu of payment, the teacher may receive a reduced schedule during the prior or following semesters equal to or exceeding the number of teaching periods above the regularly scheduled seventy -five (75) periods per set.
- f. Unless the teacher is being compensated to teach a 6th class, teachers shall be afforded one preparation period per day.

- g. When a certified staff member is asked to cover a class or line duty, the Administration shall make the assignment. Every reasonable effort shall be made to assure that such assignments are done on a fair and equitable basis.
- h. Teachers may be assigned a regular line duty.
- i. Teachers shall not be required to teach continuously for more than four (4) periods.
- Class periods (with the exception of assembly, pep rallies, etc.) shall not exceed fifty-four
 (54) minutes in length.
- k. Each teacher may be assigned one (1) professional period per 4 day rotation, totaling 45 professional periods for the school year. A maximum of one professional period may be assigned per four (4) day rotation to each teacher, and professional period cannot be assigned to a teacher on a day when that teacher has five (5) or more teaching periods, unless the teacher has been rated ineffective or partially ineffective. Teachers that earn a rating of ineffective or partially effective may be assigned one additional professional period during the four (4) day rotation by the Administration. Each teacher shall be responsible for documenting the date and responsibilities involved with each assigned professional period. Each teacher shall be responsible for having an administrator sign off after each professional period has been fulfilled. Professional periods will be utilized for curriculum and certified staff development. Professional periods for development may include seminar classes and instructional rounds.
- I. All certified staff will be responsible for any curriculum development and revision that has been assigned to them either individually or collaboratively by the administration.
- m. Teaching members who work in an office situation (guidance counselors, child study team, librarians, media specialists and nurse) shall be available for assignments within their areas of certification and job category for seven (7) hours and twenty-four (24) minutes per day, except for a lunch period of length equal to that of a classroom teacher. The assigned seven (7) hours and twenty-four (24) minutes per day shall be scheduled by the Board for each employee.
- n. The substance awareness counselor, child study team and social worker will work the same number of hours per week as other certificated staff. However, the actual hours are to be flexible and may vary from week to week. The counselor, child study team members and the social worker will submit two (2) time sheets to the supervisor each Friday. One list will certify the hours actually worked during the current week. The other list will identify the proposed hours/schedule for the coming week. CST members, substance awareness counselor and social workers will receive per diem or flex time for all after school meetings with the approval of the supervisor and principal.

- o. The Athletic trainer schedule will run from the first day of the school year through the last day of the school year.
- p. Any teacher who administers alternative assessments mandated by the state or federal government designed to measure performance on New Jersey or national educational standards for those students with the most significant disabilities who are unable to participate in the state or federal assessment of skills and knowledge shall be compensated as follows:

Maximum of seven assessments allowed:

- 1 Assessment = No Duty during the course of the school year
- 2-7 Assessments = No Duty during the course of the school year + \$500.00 per assessment.

6. Teaching Hours

- a. A teacher's in-school working day shall not exceed seven (7) hours and twenty-four (24) minutes.
- b. The Teaching working year shall total 183 days except for those personnel who may be asked to work during the summer months at a rate of 1/183 of their salary per day. Twelve month teaching staff will be compensated at a rate of 1/227.
- c. Arrival and departure time shall be scheduled by the Board.
- d. Librarians may be assigned to a "flex schedule" which ends no later than 5:00 p.m.
- e. The Board shall provide at least two (2) weeks' notice of any changes of an individual employee's scheduled departure and/or arrival time.
- f. Teachers shall make themselves available for special pupil assistance as requested by Administration.
- g. All required meetings shall be conducted during the in school working day with the following exceptions:
 - i. One (1) Back-to-School Night per school year with the date designated by the Board.
 - ii. All certified staff are required to attend and participate in the Graduation Ceremony at the end of the year. This will be scheduled as the last day for both students and teachers. There will be no staff day after graduation.
 - iii. Two (2) departmental/faculty meetings, not to exceed thirty-five (35) minutes beyond the in school work day. Any staff that misses a faculty meeting with permission of the Principal/Supervisor must meet with an administrator to review the content of the meeting.
 - iv. Guidance counselors will be scheduled to attend Awards Night in lieu of one (1) back to school night. Schedule is to be determined by the Principal.

- v. The Guidance Department and Child Study Team Members could be assigned up to seven (7) days with twenty one (21) days' notice on an as needed basis between July 1st and the last Monday in August. Compensation will be paid on an hourly 1/183 of salary per diem basis.
- vi. Guidance counselors can be scheduled for up to four (4) events. These events will be scheduled by mutual agreement between the individual guidance counselors and the guidance supervisor. Compensation will be paid on an hourly 1/183 of salary per diem basis.
- vii. Guidance counselors can be scheduled for additional evening events only if all counselors have been given the opportunity to be scheduled for four (4) events. If all counselors have been scheduled for four (4) events, counselors must be given equal opportunity as additional events are assigned.
- viii. Teacher participation in field trips beyond the normal in school working hours shall be voluntary and at no expense to the teacher.
- ix. The Guidance Department's school year will run from the last Monday in August through June 30th. During that time, each guidance counselor will be requested to work an additional five (5) days per a schedule designed by the Administration. For that extra 5 days, the counselor will receive 2 ½ % additional salary. Scheduling will be on a per need basis.
- The Guidance Department and Child Study Team members could be assigned on a voluntary "as needed" basis between July 1 and the last Monday in August.
 Compensation will be paid on a per diem basis.
- xi. The Student Assistance Counselor, and Child Study Team Member's school year will run from the last Monday in August through June 30th. During that time the Student Assistance Counselor and Child Study Team Member's may be requested to work an additional five (5) days per a schedule designed by the Administration. Compensation will be paid on a per diem basis. Scheduling will be on a per need basis.
- 7. During the final exam period certified staff will be permitted to leave at 12:45 PM on two (2) of the days finals are held. The days will be determined by the principal or superintendent.

8. Total Commitment

- a. This Article constitutes the sole and total commitment of the Board in the areas of work hours and work load.
- b. The Mainland Board of Education will allow full-time staff members' children to come to MRHS tuition free.
- c. Upon the retirement of a certified full-time staff member whose child or children are concurrently enrolled in grades 9-12 at MRHS under the privilege of Article VIII during their employment and who may wish to continue their child's or children's enrollment may maintain such status until graduation or until voluntary withdrawal from said privilege.
- d. To be eligible for such privilege, a child must be concurrently enrolled in grades 9-12 at MRHS during the time of the parents' active service as a certified full-time faculty member in the District.
- e. In the event of a voluntary withdrawal from enrollment of a faculty members' child or children who were provided with a tuition free privilege under Article VIII, the child or children shall not be entitled to reenroll in the District under said privilege.
- f. An eligible faculty members' child, under Article VIII, has the right to attend Mainland Regional High School up to the base tuition for the General Education program. Any costs above the General Education program or the placement outside of Mainland Regional High School is the sole responsibility of the parent or the district of residential record, determined by law.

9. Teacher Evaluations and Teaching Schedules

All final teacher evaluation for the school year, as well as tentative teaching assignments for the following school year, shall be available to teachers no later than June 10th. However, it is understood that these assignments are tentative and subject to change.

E. Secretarial and Clerical

- 1. Placement on Salary Schedule
 - a. Each employee shall be placed on the proper step of the salary schedule. In order to qualify for step increases in the salary guide, the employee must have worked one half of the prior school year.
 - 2. Notification of Contract Salary
 - a. Employees shall be notified of their contract and salary status for the ensuing year no later than April 30th. If notice has not been given by April 30th, the employee shall automatically be considered employed in the same position for the following year as occupied before April 30th.

3. Assigned Duties

a. The Board or any agent thereof may assign or direct any employee covered by this contract to duties outside of the assigned position, but consistent with the general job description and consistent with the needs for the efficient operation of the school system.

4. Resignation

- a. An employee who is resigning from his/her position shall give thirty (30) days' notice.
- b. Earned vacation will be granted at the rate of one (1) day per month, but not to exceed a total of ten (10) days per fiscal year. However, if an employee (10+ years in district) completes his/her fiscal year, said employee shall receive the fully earned vacation.

5. Work Day

- a. The work day for secretaries shall be a 7 hour day, except in the case of an emergency closing or an early dismissal. In addition to the 7 hour day, there shall be a 1 hour lunch period.
- b. Where possible, all secretaries shall work regular hours with start and finish times mutually agreed upon between the supervisor and secretaries, subject to final approval by the Principal, Board Secretary, or Superintendent, as may be appropriate.
- c. Each secretary shall be allowed a 15 minute coffee break, to be taken at the approval of the immediate supervisor.

6. Overtime

a. Overtime may be utilized for secretarial positions and the copy machine operator on an as needed basis upon prior approval of either the Superintendent, Principal or Business Administrator.

7. Substitute Coordinator

a. The specific duties of the substitute coordinator shall be set forth before the opening of school in September and shall appear in the staff manual. Also, times of the day to receive calls regarding teacher absences shall appear in the staff manual and shall be strictly adhered to.

F. Custodial

1. Shift Hours

- a. Each shift is 8 hours and 30 minutes with a half-hour unpaid duty-free lunch period. Day shift personnel working past 3:00 p.m. do not receive night shift premium except on Saturday.
- b. All employees will be afforded a 10 minute wash up period at the end of their shift.
- c. Any change in work schedule due to an in-service or non-teacher work day must be made in writing seven (7) days in advance.

2. Uniforms

- a. The Board will provide four (4) uniforms and tee shirts to all custodians during the school year.
- b. After ninety (90) days of time worked, the Board shall furnish each employee with the appropriate number of uniforms. All others will receive the appropriate number of uniforms annually.
- c. The Board shall supply all necessary equipment and supplies to be used by the employees in fulfilling their obligations under the job descriptions in this Agreement.
- d. The Board shall provide each unit member with a \$150.00 per year allowance for work shoes.
- e. The Board will furnish maintenance employees assigned to work outside on a regular basis with insulated or quilted outerwear_(jumpsuit or coat). This item shall remain the property of the Board and will be replaced as the Board deems necessary.
- f. No custodian shall be required to ascend ladders higher than eight (8) feet while working a shift alone.

3. Salary

- a. At the Board's discretion, new hires may be employed at any step on the salary guide.
- b. The Board reserves the right to withhold salary increases upon a hearing before the Board.
- c. Any time an employee is paid for a day it counts as a day worked.

4. Job Description

- a. The work load of the employees in this bargaining unit shall be as described in the job descriptions adopted by the Board.
- b. The Association shall have the right to negotiate over proposed changes in terms and conditions of employment encompassed in new or revised job descriptions. Copies shall be available to the employees.

5. Probation Clause

a. Upon initial hire, custodians shall serve a ninety (90) calendar day probationary period during which time they can be terminated at the discretion of the Board of Education. Such termination shall be uncontestable by the Association.

G. School Resource Officer (SRO)

- 1. The School Resource Officer shall be a ten month position and will work the hours from 7:00 am to 3:00 pm each day with the same lunch as a teacher.
- 2. The School Resource Officer shall receive overtime pay for extra hours beyond the normal shift (dances, plays, games, etc.) Rate = \$22.50 an hour.
- 3. The school year shall be through two days after the teaching staff last day.
- 4. Overtime for court appearances and co-curricular events shall be a minimum of three (3) hours with an hourly rate for anything over three hours.
- 5. A maximum clothes allowance of \$250 will be allowed per School Resource Officer.

H. Special Education Aide

- 1. The sign-in time for Aides will be the same as the certified staff. Aides will be assigned to specific duties for each instructional period during the daily schedule.
- 2. The Special Education Teaching Assistant schedule will be the same as all certified staff both for the school day and the school year, as referenced in Article VIII (6) unless directed by Administration due to the needs of special education students.
- 3. A \$30 stipend will be paid to each aide who provides student supervision during the lunch period.

I. School Nurses

1. School Nurses shall work up to six (6) total days prior to the opening of school to review physical forms for fall sports at a per diem rate with the approval of the supervisor and principal.

J. Information Technology

- 1. Flex time or comp time shall be granted to the information technology staff for time working when school is not in session.
- 2. Work must be on-site and with the approval of the supervisor and principal.

ARTICLE IX

EXTRA PAY - CUSTODIAL STAFF

A. Overtime

1. Overtime is defined as hours worked in excess of forty (40) hours per week.

B. Overtime Pay

- 1. Any employee who performs overtime service shall receive time and one half his hourly rate for each hour of overtime service.
- 2. Hourly pay for the purpose of computing overtime shall be calculated under the procedure established in N.J.S.A. 18A:27-6 (annual salary divided by 1816 hours for 12 month employees and 1600 hours for 10 month employees).

C. Assignment of Overtime

- 1. Overtime, other than emergency, shall be posted by the Educational Facility Manager/Director on a volunteer/rotating basis after authorization by the Business Administrator/Board Secretary.
- 2. If no one volunteers overtime will be assigned on a rotating basis with full time employees before casual employees.
- 3. Custodians are entitled to overtime for all hours worked outside of their normal schedule

D. Shift Differential

1. Any employee who is assigned to work a shift that commences at 3:00 p.m. or later, hired prior to July 1, 2016 with no formal break in service shall receive an additional 10% of his/her base salary.

E. Computation of Overtime

- 1. Overtime for a day shift employee is one and one half times the hourly rate.
- 2. Overtime for a night shift employee hired prior to July 1, 2016 is one and one half times the hourly rate, which includes the 10% differential.
- 3. Saturday or Sunday overtime for a day shift employee working after 3:00 p.m. is one and one half times the hourly rate for each hour worked after 3:00 p.m.
- 4. Saturday or Sunday overtime for a night shift employee up to 3:00 p.m. is one and one half times the hourly rate. The shift differential does not commence until 3:00 p.m.

F. Black Seal Certificate (changes needed)

- The Educational Facility Manager/Director shall implement a program to certify custodians to operate the Mainland Regional High School heating system. Holders of Black Seal Certificates who fail to participate in the program shall lose their annual Black Seal compensation as set forth in 2 below.
- 2. Any employee in the unit who is a licensed boiler operator (Black Seal Certificate), but whose regular assignment does not require the operation of the boilers, shall receive a stipend of

\$300.00 per year. The license must be current and must be recorded annually with the Educational Facility Manager/Director. Any employee hired after July 1, 2013 will not be eligible for this compensation.

G. Call-in Pay

- 1. An employee shall be entitled to call-in pay when the employee is required to return to work after going home.
- 2. Such pay shall be at the rate of time and one half (1-1 ½) the employee's base rate of pay starting with a minimum of two (2) hours, regardless of time actually worked, so long as said call-in is not contiguous with the employee's regular work schedule. Two (2) to four (4) hours work will be counted as four (4) hours and any work above four (4) hours, the employee will be paid actual hours worked.
- 3. Entitlement to call-in pay shall not require that the employee be called in by telephone, but exists even if such time is scheduled in advance. The Board shall have the right to have the employee work the minimum two (2) hour guarantee.
- H. The Association agrees to work all reasonable overtime and to work as required in an emergency.

ARTICLE X

VACANCIES, VOLUNTARY/INVOLUNTARY TRANSFERS & REASSIGNMENTS

A. Vacancies

- 1. Whenever a vacancy occurs during a school year, a notice shall be posted for at least five (5) school days in the Main Office, and five (5) copies shall be provided to the Association.
- 2. Such notice shall state the job specifications, number of positions available, salaries, and closing date for the acceptance of applications for all vacancies.
- 3. In the event such a vacancy occurs during the summer, a notice shall be emailed to the Association President, or designee, and also emailed to all employees who have previously indicated to the Superintendent an interest in applying for the position now vacated, and who are properly qualified for the vacancy.
- 4. Postings shall include vacancies as they occur for the professional staff, substitute caller, evening school secretary, secretarial/clerical/aide positions, IT positions, and custodial personnel.

B. Secretarial/Clerical Positions

- 1. Applicants shall be afforded a meeting with the Superintendent or appropriate supervisor to discuss their qualifications for any vacant position for which they apply.
- 2. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent, at which time the employee shall be notified of the reason therefore.
- 3. When an involuntary transfer or reassignment is necessary, an employee's area of competence and length of service in the District shall be considered in the determination of which employee is to be transferred.
- 4. The employee being involuntarily transferred or reassigned shall be placed in an equivalent position without a reduction in classification or in total compensation.
- 5. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interest of the District.
- **6.** Nothing contained herein shall apply to a transfer or reassignment necessitated by or resulting from a layoff or reduction in force.

ARTICLE XI

OBSERVATION AND EVALUATION

A. Teacher Evaluation

- 1. *AchieveNJ* relies on multiple measures of performance to evaluate teachers. These measures include components of both student achievement and teacher practice. The State of New Jersey will determine the evaluation component weights.
- 2. All monitoring or observation of the work performance of a certified employee shall be conducted openly and with full knowledge of the employee. No recording devices shall be used in the observation, conferencing, or final evaluation report. The observing supervisor may suggest the use of such devices for self-evaluation. Observations are performed by Supervisors and Administration. All observers must be trained on the instrument before evaluating educators and must participate in two "co-observations" (also known as double-scored observations) throughout the year. All observers must participate in yearly "refresher" training, and superintendents or chief school administrators must certify each year that all observers have been trained. An increased number of opportunities to engage in high-quality professional conversations with trained observers will allow educators to reflect on their professional practice with more depth and clarity. Information derived from observations and their respective post-conferences will be used to tailor individualized professional development for each teacher.
- 3. Teacher, both non-tenured and tenured, with approval from their principals, will be responsible for setting Student Growth Objectives (SGOs) for their students at the start of the school year and will be assessed on whether those objectives are met at the end of the school year.
- 4. Teacher practice will be measured by performance on the Marzano teacher practice instrument which is used to gather evidence primarily through classroom observations.
- 5. Observation and evaluation of non-tenured certified employees shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.19. Non-tenured teachers will have three (3) required observations each year. This includes two (2) long observations and one short observation in the first two years of employment and one (1) long and two (2) short observations in third and fourth years of employment. (Fourth year of employment only applies for teachers hired after June 28, 2011).
- 6. Observation and evaluation of tenured certified employees shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.21. Tenured teacher will have three required observations each year. This includes three (3) short observations, and while it is not required that short observations be announced, at least one of the three (3) observations must have a pre-conference.

7. This overall evaluation score combines the multiple measures of teacher practice and student growth. All New Jersey teachers earn one of four ratings: Highly Effective, Effective, Partially Effective, or Ineffective. All teachers receive individual professional development plans based on their ratings. Teachers rated Ineffective or Partially Effective work with their principals to create a Corrective Action Plan with targeted professional development for the subsequent year. To maintain tenure, all teachers (regardless of hire date) have to continue to earn a rating of Effective or Highly Effective.

B. Custodial and Secretarial Evaluation

- Performance review and evaluation of all custodial and secretarial employees shall be conducted at least once annually by the appropriate supervisor as determined by the Board with prior notification to the employee. Formal evaluation reports shall be prepared after the observation.
- 2. The employee shall be provided the opportunity to see, sign, and receive a copy of the evaluation report before it becomes an addition to his/her permanent personnel file. Signature by an employee shall only indicate acknowledgment of the report and shall not imply agreement or disagreement with the contents, therein.

C. All Employees

- 1. An opportunity for a conference following the observation/performance review and before the signing of the final evaluation report shall be provided to all employees.
- 2. All observations/evaluations of employees shall be reduced to writing and given to employees. Post observation conferences will be completed within ten (10) school days of the evaluation/observation and no later than the 183rd day of the school year. For the Guidance Counselor the 183rd day will be the same day as the classroom teachers.
 - a. The post observation conference will be completed no later than the 183rd day of the school year.
 - b. Professional Development Plan (PDP) must be developed, approved and received by the employee by June 30th.
- 3. Failure of an employee to sign or respond to an evaluation report within ten (10) calendar days will not preclude its placement into the employee's personnel file.
- 4. By March 1st of each year, the Superintendent shall form an Evaluation Advisory Committee, consisting of administrators, supervisors, and Association members, to review the current evaluation instruments and to make recommendations for the succeeding year.

ARTICLE XII

FAIR DISMISSAL PROCEDURE

- A. No later than April 30th, the Board shall offer a contract to each non-tenured employee whom it plans to re-employ for the succeeding school year. All dismissals must be in writing.
- B. All dismissals of non-tenured employees must be in writing and no later than April 30th.
- C. Contracts so offered and accepted shall be signed and returned to the Superintendent's office within ten (10) calendar days.
- D. Contracts so offered but not accepted shall be returned unsigned to the Superintendent's office within a period of ten (10) calendar days.
- E. Failure to return a contract as provided herein shall be deemed to constitute a resignation.

F. Custodial Staff

1. Attainment of Tenure

a. Pursuant to N.J.S.A. 18A:17-3, every public school custodian of a school district shall, unless appointed for a fixed term, hold his/her office, position or employment under tenure.

2. Termination Procedure

- a. After consultation, the Business Administrator and the Educational Facility
 Manager/Director will make a recommendation to the Superintendent for Board action.
- b. Employees will be officially notified in writing of such recommendation.
- c. Employees will be given thirty (30) days' notice of termination, with salary continuing through the 30th day, provided they perform their duties.

G. Secretarial and Clerical Employees

1. Secretarial and clerical employees shall be eligible for tenure in accordance with N.J.S.A. 18A:17-1 et seq.

ARTICLE XIII

LEAVES OF ABSENCE

A. Temporary Leaves

This policy shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be for up to one year, and no unused days shall be accumulated for use in another year, except as set forth in A.1.a of this Article.

1. Personal Days

- a. Leave at full pay shall be allowed for up to three (3) personal days for all 10 month employees, and up to four (4) personal days for all 12 month employees. Certified staff may be allowed to use personal days before or after a holiday. However, this will be approved on a first come first served basis. It will be limited to three (3) staff members before each holiday and three (3) staff members after each holiday. Staff is limited to one personal day per year per holiday use. Holidays include any 3 or 4 day break to week or longer scheduled breaks in the school calendar.
- b. Notice to the employee's immediate supervisor and to the Superintendent for personal leave shall be made at least two (2) days before taking such leave (except in case of unforeseen emergencies).
- c. At the end of each school year, unused accumulated personal days shall be accumulated as sick leave days in the event of the employee's retirement. This shall not affect the threshold set forth in paragraph E.1.a of this Article.

2. Death or Critical Illness in the Immediate Family

- a. Leave without loss of pay not to exceed a total of five (5) days per incident per year. Said leave applies to the death of a family member, which includes: spouse/civil or domestic partner, parents, legal guardian, sibling, an in-law, or child, as well as any other family member living in the same household.
- b. Three days shall be allowed in the event of the death of another relative. "Another relative" is a step family member, grandparent, grandchild of the employee.
- c. "Critical Illness" is defined as a life threatening or serious illness that has caused a patient to be hospitalized. Elective surgery shall not constitute a critical illness.
- d. An allowance of up to three (3) days leave per year shall be granted for critical illness in the immediate family.
- e. In the event there is a need for additional time for a critical illness, this additional time shall be taken, first by exhausting personal days. Then, with the approval of the Superintendent, sick days may be used. This approval shall not be unreasonably withheld.

- f. All critical illness days shall be reviewed and approved only by the Superintendent. The staff member must inform the Superintendent of the relationship to the family member and the diagnosis or illness and whether or not the patient is hospitalized or in a hospice.

 Verification may be required.
- g. Immediate family shall be considered as follows: father, mother, spouse, child, brother, sister, or any person residing in the immediate household.

3. Professional/Work Related Leave

- a. Leave without loss of pay shall be allowed to attend professional meetings or educational activities upon the request of the employee and the approval of the Superintendent or upon the recommendation of the Superintendent and the acceptance of the employee.
- b. Any employee required to miss time from work as a result of a court appearance on behalf of the district and/or a student shall not have a deduction from allotted personal days.

4. Sick Leave

- a. Sick leave at full pay shall accrue at the rate of ten (10) days per year for full-time 10 month employees and at the rate of twelve (12) days per year for full time 12 month employees.
- b. Accumulative sick leave not utilized during the year earned shall be applicable to subsequent years.
- c. The Superintendent may require a physician's statement regarding an employee's absence (after 3 consecutive days), and the employee shall provide such statement when requested. Notwithstanding this three (3) day limitation, where a pattern of sick leave utilization has become apparent, the Superintendent may require submission of a statement from a physician.
- d. Sick leave shall accrue on July 1 for 12 month employees and on September 1 for 10 month employees (except non-tenured teachers, whose accrual date shall be the first day of the school year worked).
- e. Up to 50% of the unused accumulation of sick leave days from another school district may be added to the sick leave of a teacher new to Mainland at the sole discretion of the Board, upon application for same and verification by another school district. Said application must be on file in the Superintendent's office within two (2) months of the date the employee starts work.

B. Extended Leaves

1. Child Rearing Leave

- a. A child rearing leave shall be granted upon request to any employee for a period which shall not extend beyond the second September after the year in which the leave is granted. If the employee is a certified employee, such leave shall commence on the first day of a marking period and end on the last day of the marking period. However, upon the request of the teacher, and if in the opinion of the Superintendent the district would be better served otherwise, this requirement may be waived.
- b. Should a disability arise during such a child care leave, the employee shall be entitled to utilize accumulated sick leave for such purpose and be paid for the period of disability up to the amount of sick leave available.
- c. All requests for such leave shall be made at least six (6) weeks prior to the date of commencement of the requested leave. In the event of an adoption or other emergency in which the employee does not have sufficient notice to meet this 6 week requirement, the employee shall provide such notice as is possible under the circumstances, and the Board shall have the right to waive notice and commencement date requirements set forth herein.
- d. If the need for a child rearing leave is negated prior to its commencement, the employee shall notify the Superintendent as soon as possible, and the leave shall be canceled, provided the Board is not obligated thereby to employ both the employee and a replacement already under contract. If such leave has commenced and the need for it is negated, the employee shall notify the Superintendent and be entitled to return, provided the Board is not obligated thereby to employ both the employee and a replacement under contract. If the employee is a teacher, said employee shall be entitled to return at the beginning of the next marking period provided the Board is not obligated thereby to employ both the employee and a replacement under contract.
- e. Non tenured employees may request and may be granted leave under the provisions above. However, such leave shall not go beyond the contract year in which it commenced.

2. Family Care Leave

- a. A leave of absence of one year without pay may be granted upon the recommendation of a doctor for the purpose of caring for a sick member of the certificated employee's immediate family.
- b. Additional leave may be granted at the discretion of the Board.

3. Public Office Leave

a. The Board shall grant a leave of absence without pay to any teacher elected to serve in a public office.

4. Academic Leave

- a. A leave of absence without pay may be granted to a teacher who joins the Peace Corps, Vista National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in such program, or who accepts a Fulbright Scholarship or any academic program approved by the Superintendent. No more than two (2) teachers may be granted such leave in any school year.
- b. A teacher may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university. Any teacher seeking to apply for such leave should make his request known to the Board as soon as possible, but no later than March 1st immediately preceding the September for which the leave is sought.

C. Other Leaves

1. Other leaves of absence without pay may be granted by the Board for good reason.

a. Conditions

- i. Upon return from leave granted pursuant to section B-4: Academic Leave, of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave, and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- ii. An employee shall not receive increment credit (seniority credit) for time spent on a leave granted pursuant to sections B-1: Child Rearing Leave, B-2: Family Care Leave, and B-3: Public Office Leave, above.
- iii. All contractual benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused sick leave and credits towards sabbatical eligibility, if any, shall be reinstated to him/her upon his/her return. The employee shall be restored to his/her former position if available. If not, he/she shall be assigned in the best interest of the employee and the system.
- iv. Any extension or renewals of leave of absence shall be applied for in writing and, if approved, granted for a specific period of time.
- v. Any employee on leave shall indicate to the Superintendent his/her intention for the following year no later than March 1 of the year in which the leave is taken.

D. Sabbatical Leave - Certificated Staff

1. The Board, upon the recommendation of the Superintendent, shall grant a sabbatical leave during the school year and beyond for the purpose of study or other purposes as may be approved by the Board.

- 2. Teachers may apply for such leave in writing to the Superintendent as soon as possible, but not later than January 15th of the school year preceding the school year for which sabbatical is requested.
 - a. The teacher shall be advised of the Board's action on the application immediately following the Board meeting in March.
 - b. In order to apply, a teacher must have been employed by the Board at least seven (7) consecutive years and be a non-recipient of a sabbatical leave during the seven (7) preceding years.
 - c. The leave shall be granted for no more than one (1) academic year.

3. Sabbatical Leave Compensation

- a. A teacher on sabbatical leave may receive compensation during the period of his/her leave 50% of his regularly scheduled salary for the duration of the sabbatical leave.
- b. A teacher on leave may have the salary check mailed to his/her designated address at the time that other professional employees within the district receive their paychecks and shall also receive credit toward retirement to the same extent as he/she would have received were he occupied in his/her regular assignment.
- c. The teacher on such leave shall determine with the Secretary of the Board in advance of the beginning of the leave the necessary deductions from his/her salary so as not to jeopardize pension, insurance and other benefits.
- 4. The number of people given sabbatical leave in any one (1) year shall not exceed one (1) member of the bargaining unit. If the number of applicants for such leave exceeds the number available, the selection shall be based upon:
 - a. The estimated value of the plan to the individual and to the school system.
 - b. The amount of seniority.
 - c. The length of time since the last sabbatical.
 - d. If a sabbatical is awarded to a member of the bargaining unit and it is then decided by the awarded member that he/she no longer desires said sabbatical by May 1, then the sabbatical shall be granted to the next member of the bargaining unit originally considered under the aforementioned criteria.

5. Additional Compensation while on Sabbatical

a. An employee on sabbatical leave shall report all compensation received from sources other than the Board, provided the compensation shall not include such items as allowed for travel, cost-of-living adjustments for foreign service, research, or other expense in connection with the project.

b. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of the salary he would have received if on active duty.

6. Teacher Responsibilities while on Sabbatical

- a. A teacher at Mainland Regional High School who receives a sabbatical leave shall agree to return to service in the district for a period of two (2) years, or to refund all compensation paid during the sabbatical.
- b. In order to ensure reimbursement to the district, a teacher, upon commencement of a sabbatical, shall execute a promissory note for the appropriate amount of dollars.
- c. Upon completion of one (1) year service after return, the note shall be reduced by 50%, and upon completion of two (2) years' service, it shall be canceled.
- d. The note shall also be canceled in the event of the employee's death, or extended in the event of pregnancy, lengthy illness, or extended illness in the immediate family for which leave had been granted.
- e. The Board has the right to purchase a term life insurance policy to cover the amount of the promissory note referred to above.

7. Returning from Sabbatical

- a. Upon return from a sabbatical leave, the teacher shall be restored to his/her former position. If that position is not available, the teacher shall be assigned in the best interest of the system. He/she shall make such reports of his/her activities as may be required by the Superintendent.
- b. Upon return from a sabbatical leave, the teacher shall be placed on that step in the salary guide, in effect, to which the teacher would be entitled to had that employee not been on a sabbatical leave but instead had rendered a full regular year of satisfactory professional service.

E. Compensation for Unused Leave

- 1. Employees shall be compensated for unused sick days and unused personal days with credit being granted in each year for all unused sick and personal days.
- 2. The credited days as specified above will be reimbursed at retirement according to the following schedule:
 - a. Custodians and secretaries will be reimbursed at the following rates per day:

0-100 Days	\$40.00
101-200 Days	\$50.00
201-300 Days	\$60.00

b. Teachers will be reimbursed at the following rates per day:

0-100 Days	\$60.00
101-200 Days	\$70.00
201-300 Days	\$80.00

- 3. The provisions of paragraph E apply only to sick days and personal days accumulated while working for Mainland Regional High School. No reimbursement will be given for such days accumulated with another employer.
- 4. The Superintendent will be notified one (1) year in advance of the date of retirement for eligibility under this benefit. Failure to do so will result in a delay of payment not to exceed one (1) year.
- 5. Each teacher will be given an updated account each year of their sick leave bank indicating both available sick days and personal days.
- 6. For the purposes of this Section E, the term "retirement" will be defined by all of the following:
 - a. An employee has submitted a letter to the Board of Education indicating the Employee's intention to retire.
 - b. The request to retire has been duly approved by the Board of Education at an appropriate meeting.
 - c. The employee has submitted the necessary paperwork to the Public Employees Retirement System- Teachers' Pension and Annuity Fund (the Fund) to commence receipt of retirement pay.
 - d. The paperwork has been accepted by the Fund.
 - e. In the case of a deferred retirement, an employee is considered retired for purposes of this Section E when that employee has filed an application to receive deferred retirement and the deferred retirement is determined to become effective by the Fund.
 - f. The employee may collect the accumulated sick and personal days at the rate in the current contract under Section E.
 - i. "The maximum amount payable to any employee under this Section
 - ii. E shall be \$20,000.00 for employees hired prior to or on July 1, 2009 and shall be \$15,000.00 for employees hired after July 1, 2009, except that maximum limit of \$20,000.00 shall remain subject to adjustment should it be determined by any state agency or court that said amount exceeds the legally permissible maximum limit. In such case the amount shall be adjusted to the legally permissible maximum."

- F. Vacation-Certified Twelve (12) Month Staff
 - 1. Employees on a 12 month contract shall be eligible for vacations on the following basis:
 - a. At the completion of twelve (12) months of service, vacation shall be two (2) calendar weeks (10 working days).
 - b. At the completion of seven (7) years of service, vacation time shall be three (3) calendar weeks (15 working days).
 - c. At the completion of fifteen (15) years of service, vacation time shall be four (4) calendar weeks (20 working days).
- G. The Board shall fully comply with the Family Leave Act.

ARTICLE XIV

VACATIONS - NON-CERTIFICATED STAFF

A. Secretarial Employees

- 1. Employees on a 12 month contract shall be eligible for vacations on the following basis:
 - a. At the completion of twelve (12) months of service, vacation shall be two (2) calendar weeks (10 working days).
 - b. At the completion of seven (7) years of service, vacation time shall be three (3) calendar weeks (15 working days).
 - c. At the completion of fifteen (15) years of service, vacation time shall be four (4) calendar weeks (20 working days).

2. Eligibility for Vacation

- a. Vacation eligibility shall be computed as of July 1st of each year.
- b. Any employee hired other than at the beginning of a school year shall earn a pro-rata portion of their vacation to be computed as of June 30th following their date of hire.
- c. Any employee who is promoted from a 10 month to a 12 month position during a school year shall be entitled to the pro-rated vacation due a 12 month employee for that period in which 12 month service had been provided in accordance with the following schedule:

# Years/ 10 Months 1 2 3	Actual # of Months Worked 10 20 30 40	Years <u>Worked</u> 0-10 mos. 1 yr-8 mos. 2 yr-6 mos. 3 yr-4 mos.	12 Month Experience 1 2 3 3
4 5	50	4 yr-2 mos.	4
6 7	60 70	5 yr-0 mos. 5 yr-10 mos.	5 6
8	80	6 yr-8 mos.	7
9 10	90 100	7 yr-4 mos. 8 yr-4 mos.	8 8

3. Vacation days for all office personnel will be scheduled with and approved by the employee's immediate supervisor. Except in the case of an emergency, vacation requests should be made in writing at least two (2) weeks in advance.

B. Custodial Employees

- 1. Employees on a 12 month contract shall be eligible for vacations based on the following:
 - a. At the completion of twelve (12) months of service, vacation shall be one (1) calendar week
 (5 working days).
 - b. At the completion of two (2) years of service, vacation time shall be two (2) calendar weeks

- (10 working days).
- c. At the completion of seven (7) years of service, vacation time shall be three (3) calendar weeks (15 working days).
- d. At the completion of fifteen (15) years of service, vacation time shall be four (4) calendar weeks (20 working days).

e. Vacation Eligibility

- i. Vacation eligibility shall be computed as of July 1st of each year.
- ii. Any employee hired other than during the school year shall earn a pro-rated portion of their vacation to be computed as of the June 30th following their date of hire.
- iii. Any employee who is promoted from a 10 month to a 12 month position during a school year shall be entitled to the pro-rated vacation due a 12 month employee for that period in which 12 month service had been provided in accordance with the chart set forth in Article XIV A-2-c.
- iv. All vacations will be scheduled by the Educational Facility Manager/Director.Exceptions will be submitted to the Superintendent for approval.
- v. Unused vacation time may not be accumulated beyond the year of eligibility (July 1).
- vi. In addition to the vacation set forth above, two (2) additional days shall be granted during the Christmas vacation period, and two (2) during the Easter vacation period.

 A two week notice will be given, provided that the Educational Facility

 Manager/Director determines that all necessary work has been done.
- f. Any employee who terminates his employment with the Board or whose employment is terminated by the Board shall be entitled to vacation time and/or vacation pay on a pro-rata basis.

ARTICLE XV

WORK YEAR & HOLIDAY - NON-CERTIFICATED STAFF

- A. The work year of employees shall be as follows:
 - 1. 10 month contract employees September 1 through June 30.
 - 2. 12 month contract employees July 1 through June 30.

B. Secretarial Schedule

- All 10 and 12 month employees shall be entitled to paid holidays coinciding with the days during the school year upon which the Mainland Regional High School District is not in session (including Independence Day and Labor Day).
- 2. The Superintendent may request coverage of the office by an employee when school is not in session. This schedule is to be worked out to the mutual satisfaction of the Superintendent and members of the Association on a voluntary basis. In the event a volunteer cannot be found, an employee shall be selected on a rotating basis by the Superintendent. Overtime (time and one-half) shall be granted on any day school is not in session as mutually agreed upon by the Superintendent and employee.
- 3. During school years when school is in session on Veterans' Day, 12-month non-certificated employees will receive an additional vacation day. This day may not be banked after the school year has ended, and cannot be taken without administrative approval. During school years when school is in session on Columbus Day, 12-month non-certificated employees will receive an additional vacation day. This day may not be banked after the school year has ended, and cannot be taken without administrative approval.

4. Summer Employment

- a. In the event a 10 month employee works during July and August, the pay shall be proportioned for actual time worked at 1/200 of the annual salary rate in effect as of July 1 of the summer worked.
- b. The 10 month employee shall receive one (1) vacation day per twenty (20) days worked, one(1) sick day per twenty (20) days worked, and 1/2 personal day per twenty (20) days worked.
- c. When July 4th falls on a Saturday, it will be observed on the preceding day, Friday; and when it falls on a Sunday, it will be observed on the following day, Monday.
- d. Twelve (12) month employees will be permitted to work a thirty hour work week (excluding a half hour lunch) over a four (4) day work week in the summer provided the office is covered Monday through Friday. The Superintendent shall make the final decision on scheduling. Any days missed during this time shall be recorded as one (1) day in terms of allotted sick, personal, or vacation days. Twelve (12) month employees will be required to work twenty (20) hours during the school year outside of their regular working hours at

events assigned by Administration with no additional compensation.

5. During school years when school is in session on both or either Veterans' Day and Columbus Day, 10 month non-certificated employees will receive a **one (1)** additional vacation day **for Veterans' Day and one (1) for Columbus Day**. This day may not be banked after the school year has ended, and cannot be taken without administrative approval. Tenth (10) month secretaries gain one (1) floating vacation day in lieu of Columbus Day and **one (1) floating vacation day in lieu** Veterans Day.

C. Custodial Schedule

1. The following days shall be recognized as paid holidays:

Independence Day
Labor Day
President's Day
Thanksgiving Holiday
(Thursday & Friday)
Memorial Day

Christmas Day Martin Luther King Day

- 2. Custodians required to work on any of the aforementioned holidays shall be paid overtime for all hours worked. The minimum of four (4) hours pay will be applicable.
- 3. Custodians working on a paid holiday will be offered either a compensatory day off or eight (8) hours pay for the holiday in addition to the pay for the actual time worked.
- 4. The Administration will designate a compensatory day to observe holidays falling outside of the work week or during his/her vacation.
- 5. During school years when school is in session on Veterans' Day, 12-month non-certificated employees will receive an additional vacation day. This day may not be banked after the school year has ended, and cannot be taken without administrative approval. During school years when school is in session on Columbus Day, 12-month non-certificated employees will receive an additional vacation day. This day may not be banked after the school year has ended, and cannot be taken without administrative approval
- 6. During school years when school is in session on both Veterans' Day and Columbus Day, 10 month non-certificated employees will receive one (1) additional vacation day for Veterans' Day and one (1) for Columbus Day. This day may not be banked after the school year has ended, and cannot be taken without administrative approval. Tenth (10) month secretaries gain one (1) floating vacation day in lieu of Columbus Day and one (1) floating vacation day in lieu Veterans Day.

ARTICLE XVI

HEALTH INSURANCE PROGRAM

- A. Determination of Eligibility
- B. All contracted employees working a minimum of twenty-five (25) hours per week are eligible for the State Health Benefits Program or a substantially equivalent health benefits program.
- C. For the duration of this Agreement, the amount paid by staff toward health care premiums shall be in accordance with state law P.L. 2011 c.78.

D. Equivalent Health Programs

- 1. The Board may investigate "substantially equivalent" benefit levels from another carrier. The Board shall advise the Association at least ninety (90) days prior to their intention to change to another carrier. The Association shall have the right to review such benefit levels, and if not satisfied that substantially equivalent benefit levels are provided, shall have the right to prearbitration. The decision of the arbitrator shall be final and binding on both parties.
- 2. Such arbitration shall be conducted by an individual expert in the area of health insurance, who shall be chosen mutually by the parties through the Public Employment Relations Commission or the State of New Jersey Department of Insurance.
- 3. Article IV, section C, paragraph 8-f shall apply with respect to the costs for the services of the arbitrator.

E. Instructions for Filing Enrollment Applications

- New employees who are eligible for coverage must file an application with the District Business
 Administrator within seven (7) days from the opening of school, accepting or rejecting the plan.
 Application forms will be distributed by the Business Administrator's office.
- 2. The employee's effective date of coverage is the first of the month following two (2) months of continuous employment. However, employees who are initially hired on an annual 10 month contract, provided they are employed as of the beginning of the school year, will be deemed to have satisfied the 2 month waiting period in the months of July and August, and coverage for these employees will be established as of September 1.
- Employees hired after September 1 must file an application within seven (7) days, accepting or
 rejecting the plan. The employee's effective date of coverage is the first of the month following
 two (2) months of continuous employment.
- 4. In presenting each employee with a copy of this contract and application forms for benefits authorized herein, the Board and School Administration have fulfilled their obligations to make the employee aware of the benefits and procedures to be followed for eligibility.

F. Annual Enrollment Period

- Any employee who shall elect not to enroll for coverage for himself/herself or his/her
 dependents at the time such employee or dependent first becomes eligible for coverage shall
 subsequently be permitted to enroll himself/herself and his/her dependents only during the
 annual enrollment period during the month of October, with coverage effective January 1.
- G. The Board shall continue to provide existing dental benefits with a maximum benefit of \$1500.00. The amount paid by staff shall be 10% of the premium with a cap of \$110.00 per year.

ARTICLE XVII

DUES DEDUCTION & AGENCY FEES

A. Association Deductions

- The Board agrees to deduct from the salaries of its employees unified dues for the National Education Association, New Jersey Education Association, Atlantic County Council of Education Associations, and Mainland Regional Education Association.
- 2. Said employees may individually and voluntarily authorize the Board to deduct such dues in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any collections, shall be transmitted to such persons as may from time to time be designated by the Association, by the 25th of each month following the monthly pay period in which deductions were made. The person so designated shall disburse such monies to the appropriate Associations.
- 3. An Association member who terminates employment for any reason (i.e., retirement, resignation or dismissal) is obligated to pay dues only through the last month of employment, and a member going on a leave of absence is obligated to pay dues only through the last month worked. The Board will only deduct dues as authorized from current and working Association members.
- 4. Prior to September 1 of each year the Association or designee will notify the Board Secretary/Business Administrator in writing of the amount of unified membership dues, fees and assessments set by the Association for its members for that year.
- 5. The Association shall notify the Board Secretary/Business Administrator in writing a minimum of sixty (60) days prior to the effective date of any proposed rate changes in membership dues, fees and assessments that occur after September 1 of each year.

B. Non-Association Member Deductions

- 1. If an employee does not become a member of the Association during the duration of the Agreement, said employee will be required to pay a representation fee to the Association for each membership year.
- 2. This fee for non-members will be 85% of the appropriate membership amount for their respective membership category and will be used to offset the cost of services rendered by the Association as majority representative.

C. Association Notification Procedures

 On or about November 1 of each year, the Association will submit to the Board Secretary/Business Administrator the names of those employees who have not become

- members of the Association for that year. The Board Secretary/Business Administrator will deduct the total amount of representation fee in equal installments, as nearly as possible.
- 2. On or about the last day of each month beginning in November of each year, the Board Secretary/Business Administrator will notify the Association of employees newly employed during the month. The Association will notify the Board Secretary/Business Administrator within thirty (30) days of any new employee who does not become a member of the Association.
- 3. The Board Secretary/Business Administrator will deduct the appropriate pro-rated representation fee from the initial date of employment in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. Ten (10) days after receipt of the aforesaid list by the Board; or
 - b. Thirty (30) days after the employee begins 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.
- 4. A non-member employee whose employment terminates for any reason (i.e., retirement, resignation or dismissal) is required to have representation fees deducted only through the last month of employment, and a non-member employee going on a leave of absence is required to have representation fees deducted only through the last month worked. The Board will not deduct any extra representation fees in the final month of employment or prior to a leave of absence.
- 5. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may
arise by reason of any action taken by the Board in complying with the provisions of this Article.
The Board will make available to the Association any information within its control which the
Association would reasonably need in order to defend against such liability.

ARTICLE XVIII

GRANT-IN-AID PROGRAM

- A. It is hereby declared to be the policy of the Board to encourage all certified staff members to pursue a graduate program of education. In furtherance of said policy, a grant-in-aid bank totaling \$ 30,000 shall be provided by the Board. Grant-in-aid shall be distributed to teachers up to the In State Graduate Rate per credit from Stockton University with a maximum of three (3) classes yearly with a fall semester deadline of July 1 and a spring semester deadline of November 1 during the July 1 through June 30 school year. In the event that the \$30,000 bank is not exhausted through the process, the remaining sum shall be distributed equally among the number of applicants who received Grant-In-Aid for that school year. However, no applicant shall receive any Grant-In-Aid funds in excess of their total requested tuition.
- B. In the event a certified staff member chooses to voluntarily resign prior to obtaining tenure, all grant in aid funds received must be reimbursed to the District within one calendar year from the date of resignation.
- C. In order to qualify for reimbursement under this program, the applicant must comply with the following regulations:
 - 1. No course shall be considered for reimbursement unless prior written approval of that course has been obtained from the Superintendent of Schools prior to registration.
 - 2. No course will be considered for reimbursement unless there has been submitted to the office of the Superintendent sufficient proof of a successful completion of the graduate course with at least a grade of B (pass, if pass/fail grading system) and proof of costs.
 - 3. No course shall be considered for reimbursement which is taken to satisfy State certification requirements on sub-standard teaching certifications (emergency and provisional).
 - 4. No course shall be considered for reimbursement which consists of a workshop, conference, seminar or institute, unless the workshop, conference, seminar, or institute provides graduate credit or is accredited towards a graduate degree by the New Jersey State Department of Education or is for a specific skill related to the classroom teacher's curriculum and approved by the Superintendent in writing.
 - 5. Reimbursable items shall include tuition, mileage, instructional materials, and attendant educational fees.
- D. Course Reimbursement Non Certified Staff
 - 1. The Board agrees to reimburse an employee taking workshops, seminars, or advanced courses up to \$700.00 per school year upon the prior approval of the Superintendent.
 - 2. Sufficient proof of successful completion must be submitted to the Superintendent with at least a passing grade and proof of costs.

3.	Reimbursable items to include tuition, mileage, instructional materials and attendant education
	fees.

ARTICLE XIX

ADVISORY COUNCIL

- A. In order to provide the certificated employees represented by the Association with the opportunity to contribute fully and regularly to the improvement of the Mainland Regional High School District, the following procedures shall be herewith undertaken:
 - 1. The members of the Board's Education Committee and the Association's representative shall meet at a minimum of two (2) times per annum upon the request of either the Board or the Association to consider matters of mutual concern.
 - 2. The number of Association representatives in attendance at such meetings shall not exceed seven (7) in number, and shall be selected by the Association.
 - 3. Such meetings shall be convened upon the request of either party and held at a time and for a duration mutually acceptable to all parties involved.
 - 4. Nothing contained in this Article shall prevent the parties from conducting more than the two (2) meetings designated above.
 - 5. Ten (10) days in advance of any such meeting, the party requesting same shall notify the other in writing as to the topics which it wishes to present for consideration at the same meeting.
 - 6. All such meetings shall be conducted as mutually advisory exchanges of information, ideas, points of view, and recommendations. In no way shall any of the proceedings or outcomes of any such consultative meetings be binding upon or place any obligations upon the Superintendent, the Board or any of its members, the Association or any of its members.

ARTICLE XX

COPIES OF AGREEMENT

- A. The Board hereby agrees to permit the use of the duplicating and collating equipment to reproduce this Agreement in sufficient quantity to provide a copy for each bargaining unit member, as well as twenty-five (25) additional copies each for the Board and the Association
- B. The Association shall provide the personnel to achieve this task at no cost to the Board.

ARTICLE XXI

NON-DISCRIMINATION

- A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, domicile, marital status, national origin, age, or political affiliation.
- B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXII

SEPARABILITY & SAVINGS

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

ARTICLE XXIII

INDIVIDUAL CONTRACTS

- A. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to or consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- B. The Board agrees that during the term of the Agreement it will not engage in any lockout or similar action against the Association. The Association agrees that it will not participate in any illegal action against the Board.

ARTICLE XXIV

ATTENDANCE RECOGNITION PROGRAM - SUPPORT STAFF

- A. In order to provide recognition to members of the support staff who have maintained high levels of attendance, and to serve as an incentive for employees to minimize absenteeism, the Board agrees to provide an attendance bonus program.
- B. For purposes of this program, absences are defined as use of personal leave, sick leave, critical illness in the family leave (excluding bereavement leave), or any unexcused absences.
- C. For each year of the Agreement, employees who have the requisite number of absences will be paid the following bonus by July 15 of the following school year:

# Absences	12 Month Employees	10 Month Employees
No absences	\$175	\$150
1 day absence	150	125
2 days absences	125	100
3 days absences	100	75
4 days absences	75	50

ARTICLE XXV

DISTRICT SERVICE CREDIT- CERTIFIED AND NON-CERTIFIED

- A. In order to provide recognition to tenured certified teaching staff and non-certified staff, the Board agrees to provide a District Service Credit Program.
- B. The District Service Credit will be disbursed in two payments during each annual period within the agreement. The first half will be disbursed as a separate check the first pay period in December of each contract year. The second half will be disbursed as a separate check the first pay period in June of each contract year.
- C. Notwithstanding any other provisions of this Section XXV, the District Service Credit will be paid pro rata to active eligible employees not employed by the District for a complete school year.
- D. The District Service Credit will be granted to those eligible employees that are on leave under the Family Medical Leave Act and have worked in the District during the school year.
- E. Employees on extended leave and do not work in the District for the school year will not be eligible for the District Service Credit for that school year.
- F. The District Service Credit tier will be frozen at the 2016-2017 tiers for the duration of this contract agreement with the exception of those certified staff obtaining tenure status within the duration of this contract.

Status	Tier Level	Amount
Certified Staff-Tenured	Step 14	\$ 2,000.00
Certified Staff-Tenured	Below Step 14	\$ 700.00
Non-Certified Staff		\$ 450.00

SCHEDULE A: Teacher Salary Guide

MREA TEACHER SALARY GUIDE 2016-2017

	ВА	BA +15	BA +30	MA	MA +15	MA +30	PHD
1	42,903	44,153	45,403	46,903	48,153	49,403	50,903
2	46,003	47,253	48,503	50,003	51,253	52,503	54,003
3	49,103	50,353	51,603	53,103	54,353	55,603	57,103
4	52,203	53,453	54,703	56,203	57,453	58,703	60,203
5	55,303	56,553	57,803	59,303	60,553	61,803	63,303
6	58,403	59,653	60,903	62,403	63,653	64,903	66,403
7	61,503	62,753	64,003	65,503	66,753	68,003	69,503
8	64,603	65,853	67,103	68,603	69,853	71,103	72,603
9	67,703	68,953	70,203	71,703	72,953	74,203	75,703
10	70,803	72,053	73,303	74,803	76,053	77,303	78,803
11	73,903	75,153	76,403	77,903	79,153	80,403	81,903
12	77,003	78,253	79,503	81,003	82,253	83,503	85,003
13	80,103	81,353	82,603	84,103	85,353	86,603	88,103
14	83,203	84,453	85,703	87,203	88,453	89,703	91,203

MREA TEACHER SALARY GUIDE 2017-2018

	BA	BA +15	BA +30	MA	MA +15	MA +30	PHD
1	43,601	44,851	46,101	47,601	48,851	50,101	51,601
2	46,701	47,951	49,201	50,701	51,951	53,201	54,701
3	49,801	51,051	52,301	53,801	55,051	56,301	57,801
4	52,901	54,151	55,401	56,901	58,151	59,401	60,901
5	56,001	57,251	58,501	60,001	61,251	62,501	64,001
6	59,101	60,351	61,601	63,101	64,351	65,601	67,101
7	62,201	63,451	64,701	66,201	67,451	68,701	70,201
8	65,301	66,551	67,801	69,301	70,551	71,801	73,301
9	68,401	69,651	70,901	72,401	73,651	74,901	76,401
10	71,501	72,751	74,001	75,501	76,751	78,001	79,501
11	74,601	75,851	77,101	78,601	79,851	81,101	82,601
12	77,701	78,951	80,201	81,701	82,951	84,201	85,701
13	80,801	82,051	83,301	84,801	86,051	87,301	88,801
14	83,901	85,151	86,401	87,901	89,151	90,401	91,901

MREA TEACHER SALARY GUIDE 2018-2019

	ВА	BA +15	BA +30	MA	MA +15	MA +30	PHD
1	44,352	45,612	46,862	48,362	49,612	50,862	52,362
2	47,462	48,712	49,962	51,462	52,712	53,962	55,462
3	50,562	51,812	53,062	54,562	55,812	57,062	58,462
4	53,662	54,912	56,162	57,662	58,912	60,162	61,662
5	56,762	58,012	59,262	60,762	62,012	63,262	64,762
6	59,862	61,112	62,362	63,862	65,112	66,362	67,862
7	62,962	64,212	65,462	66,962	68,212	69,462	70,962
8	66,062	67,312	68,562	70,062	71,312	72,562	74,062
9	69,162	70,412	71,662	73,162	74,412	75,662	77,162
10	72,262	73,512	74,762	76,262	77,512	78,762	80,262
11	75,362	76,612	77,862	79,362	80,612	81,862	83,362
12	78,462	79,712	80,962	82,462	83,712	84,962	86,462
13	81,562	82,812	84,062	85,562	86,812	88,062	89,562
14	84,662	85,912	87,162	88,662	89,912	91,162	92,662

SCHEDULE A: Teacher Salary Guide

14 th year at Mainland Regional HS	\$ 2,950.00 each year
18th year at Mainland Regional HS	\$ 3,950.00 each year
22 nd year at Mainland Regional HS	\$ 4,950.00 each year
27 th year at Mainland Regional HS	\$ 5,950.00 each year
_	

SCHEDULE B: Support Staff Salary Guide

SECRETARIES, TEACHERS AIDES, COPY MACHINE OPERATOR, TRANSPORTATION, ATTENDANCE OFFICER

16-17

	12-Month	10-Month	Teachers' Aides	Transportation	Attendance	Subt. Coord
1	37,554	28,820	28,820	46,127	30,139	32,909
2	39,354	29,920	29,920	48,217	39,354	33,803
3	41,154	31,020	31,020	50,307	-	34,638
4	42,954	32,120	32,120	52,397	=	35,409
5	44,754	33,220	33,220	54,487	-	36,194
6	46,554	34,320	34,320	56,577	-	36,999
7	48,354	35,420	35,420	58,667		-
8	50,154	36,520	36,520	60,755	-	-
9	51,954	37,620	37,620	62,847	-	-

17-18

	12-Month	10-Month	Teachers' Aides	Transportation	Attendance	Subt. Coord
1	37,984	29,250	29,250	46,557	30,569	33,339
2	39,784	30,350	30,350	48,647	39,354	34,233
3	41,548	31,450	31,450	50,737	40,220	35,068
4	43,384	32,550	32,550	52,827		35,839
5	45,184	33,650	33,650	54,917		36,624
6	46,984	34,750	34,750	57,007		37,429
7	48,787	35,850	35,850	59,097		-
8	50,584	36,950	36,950	61,185		-
9	52,384	38,050	38,050	63,277		-

18-19

	12-Month	10-Month	Teachers' Aides	Transportation	Attendance	Subt. Coord
1	38,434	29,700	29,700	47,007	30,569	33,789
2	40,234	30,800	30,800	49,097	39,354	34,683
3	42,034	31,900	31,900	51,187	40,220	35,518
4	43,834	33,000	33,000	53,277	41,105	36,289
5	45,634	34,100	34,100	55,367		37,074
6	47,434	35,200	35,200	57,457		37,879
7	49,234	36,300	36,300	59,547		-
8	51,034	37,400	37,400	61,635		-
9	52,834	38,500	38,500	63,727		-

Longevity: 2013-2016

Secretary

Start of 11th year \$1,500

Start of 13th year \$2,500

Start of 20th year \$3,500 Start of 25th year \$4,500 12 College Credits - \$200 18 College Credits - \$300

SCHEDULE C: Custodian/Maintenance Salary Guide

MAINTENANCE, CUSTODIAN, AUDITORIUM TECH, TECHNOLOGY ASSISTANT

16-17

	Maintenance	Custodian	Auditorium Tech	Technology Asst.
1	44,688	39,973	37,066	36,903
2	45,388	40,773	38,266	37,683
3	46,088	41,573	39,466	38,433
4	46,788	42,373	40,666	39,183
5	47,488	43,173	41,866	39,933
6	48,188	43,973	43,066	40,683
7	48,888	44,773	44,266	41,433

17-18

	Maintenance	Custodian	Auditorium Tech	Technology Asst.
1	45,292	40,577	37,670	37,507
2	45,992	41,377	38,870	38,287
3	46,692	42,177	40,070	39,037
4	47,392	42,977	41,270	39,787
5	48,092	43,777	42,470	40,537
6	48,792	44,577	43,670	41,287
7	49,492	45,377	44,870	42,037

18-19

	Maintenance	Custodian	Auditorium Tech	Technology Asst.
1	45,918	41,203	38,296	38,133
2	46,618	42,003	39,496	38,913
3	47,318	42,803	40,696	39,663
4	48,018	43,603	41,896	40,413
5	48,718	44,403	43,096	41,163
6	49,418	45,203	44,296	41,913
7	50,118	46,003	45,496	42,663

Custodian Longevity: Start of 8th year \$1,000

Start of 11th year \$2,000

Start of 15th year \$2,500

SCHEDULE D: Coaches Salary Guide

<u>ACHES</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Basketball			40.000.00
Head	\$9,922.00	\$9,922.00	\$9,922.00
Assistant	\$6,953.00	\$6,953.00	\$6,953.00
Baseball		F	40.000.00
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Cheerleading Fall			
Head	\$6,042.00	\$6,042.00	\$6,042.00
Assistant	\$4,228.00	\$4,228.00	\$4,228.00
Cheerleading Winter			
Head	\$2,605.00	\$2,605.00	\$2,605.00
Assistant	\$1,822.00	\$1,822.00	\$1,822.00
Crew			*
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Cross Country	\$6,467.00	\$6,467.00	\$6,467.00
Football			
Head	\$11,280.00	\$11,280.00	\$11,280.00
Assistant	\$7,898.00	\$7,898.00	\$7,898.00
Golf	\$6,467.00	\$6,467.00	\$6,467.00
Hockey			
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Lacrosse			
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Soccer			
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Softball			
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Swimming			
Head	\$9,922.00	\$9,922.00	\$9,922.00
Assistant	\$6,953.00	\$6,953.00	\$6,953.00
Tennis			
Head	\$6,467.00	\$6,467.00	\$6,467.00
Assistant	\$4,526.00	\$4,526.00	\$4,526.00
Track			
Head	\$8,622.00	\$8,622.00	\$8,622.00
Assistant	\$6,042.00	\$6,042.00	\$6,042.00
Track Winter			
Head	\$6,467.00	\$6,467.00	\$6,467.00
Assistant	\$4,526.00	\$4,526.00	\$4,526.00
Volleyball			
Head	\$6,467.00	\$6,467.00	\$6,467.00
NA/		-	
Wrestling Head	\$9,922.00	\$9,922.00	\$9,922.00
ricau	\$6,953.00	\$6,953.00	\$6,953.00

All Head Coaches will have last period prep when possible.

SCHEDULE E: Extra-Curricular Salary Guide

Group A		2016-2017	2017-2018	2018-2019
Montage Mainland Channel	\$10,109.00	\$10,109.00	\$10,109.00	
Group B	447	2016-2017	2017-2018	2018-2019
Director of the Musical Marching Band Director Junior Class Advisor Sophomore Class Advisor Student Council		\$7,501.00	\$7,501.00	\$7,501.00
Group C		2016-2017	2017-2018	2018-2019
Academic Team Mock Trial		\$6,521.00	\$6,521.00	\$6,521.00
Group D		2016-2017	2017-2018	2018-2019
Literary Club National Honor Society Hoofprints Director of Fall Play		\$5,052.00	\$5,052.00	\$5,052.00
Group E		2016-2017	2017-2018	2018-2019
Assistant Band Dir.(2) Drama Assistant (4) Drama Club Advisor Freshman Class Adv. Key Club Senior Class Montage- Financial SADD Theatrical Bus. Mgr Color Guard Drama League (2)		\$3,584.00	\$3,506.00	\$3,584.00
Group F		2016-2017	2017-2018	2018-2019
Dance & Movement Yearbook Supplement Peers in Transition Interact Club Guitar Ensemble Jazz Band Express Peer Mediation Tri M	Ecology Orchestra Computer Academic Team Asst. Choir Honor Band Winter Guard	\$1,629.00	\$1,629.00	\$1,629.00

SCHEDULE E: Extra-Curricular Salary Guide (continued)

Group G		2016-2017	2017-2018	2018-2019
Art Service Science League Spanish Club JCL Physics School Store Surf Club Fall Crew (Reimbursed by Crew Organization) Ambassador Club	Math Club Book Club Jazz Prep Band Photography Club French Club Italian Club Support Our Troops Rally for Diversity (RAD)	\$814.00	\$814.00	\$814.00

Miscellaneous	2016-2017	2017-2018	2018-2019
Intramural Supervision Fire and Safety	\$25.00HR \$5,000.00	\$25.00HR \$5,000.00	\$25.00HR \$5,000.00
rile allu Salety			. ,
Webmaster	\$3,584.00	\$3,584.00	\$3,584.00
Athletic Director- Summer	\$4,700.00	\$4,700.00	\$4,700.00
Pool Maintenance	\$4,679.00	\$4,679.00	\$4,679.00
Grounds Maintenance	\$2,490.00	\$2,490.00	\$2,490.00
Band Driver	\$17.00HR	\$17.00HR	\$17.00HR
Home Instruction\Saturday Detention\Evening Library\Summer Technology\Summer Website\Summer School\Summer I.E.P.	\$45.00HR	\$45.00HR	\$45.00HR
Public Relations Coordinator	\$7,500.00	\$7,500.00	\$7,500.00
AP/HSPA Testing Coordinator	\$5,000.00	\$5,000.00	\$5,000.00
Weight Lifting-Maximum of 200 hrs per year	\$10,028.00	\$10,028.00	\$10,028.00
Summer Band-Maximum of 60 hrs per year to be split among all music teachers	\$40.00HR	\$40.00HR	\$40.00HR
Band Aides (6)	\$177.00	\$177.00	\$177.00
Band Camp (when provided)	1/183 of teaching salary per day of camp.		

^{*}New Extra Curricular Activities will receive Group G Salary.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective commencing July 1, 2016 and terminating June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporation, for their corporate seals to be placed thereon, the day and year first above written.

	MAINLAND REGIONAL EDUCATION ASSOCIATION	MAINLAND REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION
BY:		BY:
BY:		BY:

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective commencing July 1, 2016 and terminating June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporation, for their corporate seals to be placed thereon, the day and year first above written.

BY:

MAINLAND REGIONAL EDUCATION ASSOCIATION

MAINLAND REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

1: 11/25

BY: DW