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THIS DOES NOT  
CIRCULATE

AGREEMENT

between

THE MANNINGTON TOWNSHIP  
BOARD OF EDUCATION

and

THE MANNINGTON EDUCATION ASSOCIATION

covering the period

July 1, 1979

to

June 30, 1980

*Salem*

LIBRARY  
Institute of Management and  
Labor Relations

JAN 14 1980

RUTGERS UNIVERSITY

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## PREAMBLE

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

## ARTICLE I

### RECOGNITION

- A. The Board recognizes the Association as the majority representative for collective negotiations concerning salaries and conditions of employment for all certified teachers, and the school nurse, employed by the Board.
- B. Specifically excluded under this Agreement are supervisory, executive, clerical, maintenance, food preparation and chauffeuring personnel, teachers' aides and substitute teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. Negotiations shall commence for a successor Agreement in accordance with the time frames established by P.E.R.C.
- B. The Board and Association agree that they have bargained fully and in good faith and that they have agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the Board and Association of all issues of economics and conditions of employment which were or could have been the subject of negotiation.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance is a claim by a teacher (or the Association) that he has sustained a loss or injury due to a violation, misinterpretation or misapplication of any provision of this Agreement, policies, or administrative decisions affecting a teacher or group of teachers.
- B. Any Teacher who has a grievance shall first discuss it with the principal within five school days of the alleged violation in an attempt to resolve the matter informally at that level.
- C. If after informal discussion with the principal, the teacher is not satisfied, within five school days after the discussion he will set forth the grievance in writing, specifying:
  1. The nature of the grievance.
  2. The nature of the loss or injury.
  3. Result of previous discussion.
  4. Reasons for dissatisfaction with previously rendered decisions and remedy desired.
- D. The principal will communicate his decision to the teacher, in writing, within five school days after receipt of the written grievance.
- E. If the teacher is not satisfied, within five school days he may request a hearing by the Board. Such request shall be submitted through the principal who will attach all related papers. The Board shall grant a hearing within twenty (20) calendar days, and a written decision shall be given by the Board within ten (10) calendar days. The grievant shall be entitled to a representative of his choice.

- F. Failure to respond within the specified time limits shall allow the grievant to proceed to the next level.
- G. No reprisals of any kind shall be taken by the Board or any member of the Administration against any teacher or representative by reason of participation in the grievance procedure.
- H. For the life of this Agreement, any plaintiff teacher, and all others covered by this Agreement, will continue in performance of all their usual teaching and other duties in the usually accepted manner.

#### ARTICLE IV

##### TEACHER WORK YEAR

- A. While the Board reserves unto itself the decision as to the issuance of the school calendar, it will attempt to take into account, insofar as possible, the recommendations of the Association.
- B. The length of the teacher's work year will be 182 pupil instruction days.
- C. There will be one day of orientation:
  1. This will be a full day of orientation for all non-tenure teachers.
  2. Tenure teachers will be required to be present for one half day of orientation. The balance of the day will be used in the building as teacher classroom preparation time.
  3. All teachers will be responsible for a thorough understanding of the administration's orientation material.

- D. During the course of the contract year, three days of in-service, at the discretion of the administration, will be required of each teacher.
1. A Teacher-Board joint committee will be formed to suggest programs for implementation.
  2. The final approval rests with the Board of Education.

#### ARTICLE V

##### TEACHING HOURS

- A. All teachers and employees covered under this Agreement shall indicate their arrival for duty by signing the principal's roster daily in accordance with the time schedule set forth by the Board.
- B. Teachers' normal hours are contingent upon, among other things, a transportation schedule involving Salem High School and various private schools as well as the students of Mannington School, making some degree of flexibility of teachers' hours necessary. Therefore, although the normal hours are 7:55 A. M. to 3:00 P. M., there must be latitude in these hours. Whatever time that teachers are required to be in the building in excess of the pupil day will be utilized, whenever necessary, to include scheduling of conferences with parents and giving academic aid to students.
- C. Teachers are responsible for careful daily preparation, attendance at staff meetings, and participation in school activities, such as:

1. Open House.
  2. P. T. A. Meetings (while not mandatory, teachers should make every effort to attend). At least one teacher representing each grade would be desired.
  3. Public performances and co-curricular activities in which a teacher is directly involved.
- D. Faculty or professional meetings after class hours, without additional compensation, may be required at the discretion of the principal, who will attempt to limit these meetings to no more than two per month. Such meetings will begin after regular school hours as soon as all required attendants have assembled and will last for a maximum of an hour and a quarter.
- E. Teachers shall provide the substitute teachers a daily, weekly or alternate plan, as required, and in accordance with procedures set forth by the principal.
- F. Teachers shall not be required to sit in attendance at lunch tables with students during such period, but each teacher shall be responsible for control and discipline of students during lunch periods.

#### ARTICLE VI

##### CLASS SIZE

Where the number of students per grade level warrants, there will be two classes, divided where possible into equal sizes. Note: (both parties understand that the language does not preclude or interfere with grouping arrangements within a curriculum framework.)

ARTICLE VII

TEACHER EMPLOYMENT

- A. The Board will hire certified teachers holding valid certificates issued by the New Jersey State Board of Examiners for each regular teaching assignment.
- B. Each teacher will be placed at the proper salary level for the start of each school year in September of that year.
- C. Credit up to the 14th step salary level will be given teachers with proper previous teaching experience in a duly accredited school.
- D. Non-tenure teachers will be notified of their contract status for the next contract year no later than April 30th of each current contract year.

ARTICLE VIII

SALARIES

- A. The teachers employed on a ten month basis will be paid in ten monthly installments on the 15th of each month.
- B. Teachers may individually elect to have 10 per cent of their monthly salary deducted from their monthly pay. These funds shall be paid to the teacher on July 15th of each current contract year in one lump sum.
- C. When a pay day falls on a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June, if according to the principal their work is completed for the school year, meaning:



1. Records complete and recorded properly in the office.
  2. Supply and book orders completed.
  3. Books, supplies, and equipment stored properly in the space that is available.
  4. The classroom left in a neat and orderly manner.
- E. Schedule A, which is a part of this Agreement, sets forth the pay schedules.
- F. 1. A teacher shall be reimbursed for personal expenditures for the classroom when prior written approval is granted by the administrator.
2. To receive reimbursements teachers will submit to the Board valid vouchers and/or receipts for each item of expense.
- G. Teachers may individually elect to have monthly payroll deductions from their salaries for deposit in the Salem County School Employees Federal Credit Union.

#### ARTICLE IX

##### TEACHER EVALUATION

- A. Tenure teachers will be evaluated at least once during the school year by the principal. A comprehensive written report will be prepared by the principal and signed by the teacher. A copy of the report will be given to the teacher.
- B. If a teacher disagrees with the evaluation made by the principal, he may prepare his written comments which will be placed with the official evaluation in the teacher's file.

- C. Evaluative documentation of a teacher written by an administrator will first be shown to the teacher concerned, who will be afforded opportunity to acknowledge by signature, or to make a one page written response, prior to incorporation in the teacher's permanent personnel file. Each teacher shall have the opportunity to examine his permanent personnel file twice each year at a time of reasonable convenience, except for confidential preemployment data. Nothing herein precludes the need for a teacher to see his/her file at any other time of mutual convenience.
- D. Evaluation conferences shall occur within ten (10) days of the observation.
- E. Evaluation reports shall be presented to each teacher in accordance with the following procedures:
  - 1. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observes the teaching performance.
  - 2. Such reports shall be addressed to the teacher.
- F. The teacher shall be given a copy of any class visit evaluation report prepared by his/her evaluator before any conference to discuss said report. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- G. Upon request the evaluator shall enumerate some of the proper methods (s) to correct any areas requiring improvement.
- H. All monitoring or observation of the work performance of a teacher shall continue to be conducted openly and with full knowledge of the teacher.

ARTICLE X

SICK LEAVE AND OTHER LEAVES OR ABSENCE

- A. Title 18A of New Jersey Statutes provides that all teachers will be entitled to ten sick leave days each school year. Nothing contained in this Agreement shall change or alter the intent and meaning of that statute.
- B. Sick leave is cumulative from year to year as long as the teacher remains in the Mannington School district.
- C. In the event of a teacher's absence for three or more days, the Board may, at its expense, require an examination by an independent physician.
- D. Should all accumulated sick leave of a teacher be used up in any one year, in the event of emergency illness or an emergency operation, written application to the Board, with an attached certification from a physician, may be made by that teacher for an extension of his sick leave. If the Board grants additional sick leave, and to the extent, in each individual instance, that such leave is granted, such teacher shall receive the difference between his salary and that actually paid the substitute for each additional day.
- E. Teachers shall be eligible for the following non-cumulative leaves:
  1. Up to three days per year for family emergency, legal or business matters that require the teacher's absence during the school day. Except in case of emergency, the teacher will apply in writing to the principal at least one day in advance. In case of emergency, the teacher may call the secretary in charge or the administrator. All such telephone conversations will subsequently be confirmed in writing by the teacher and given to the administrative principal as soon as possible.

2. Up to three days at one time in the event of the death of a teacher's spouse, child, parent, parent-in-law, brother, sister, or any relative residing with the teacher. Other circumstances will be considered by the Board on an individual basis.
3. Sufficient time will be granted an appropriate number of teachers to attend the funeral services of a member of the school faculty or one of its students, as designated by the Board.

- F.
1. To encourage teachers to broaden and improve their professional capabilities, the principal is authorized to approve "Professional Days" to teachers for the purpose of their attending conferences, meetings or seminars.
  2. Each teacher will be advised no later than the prior school day of professional days assigned by the administration.
  3. For all above approved "Professional Days", teachers shall be reimbursed for registration fees, tolls, and transportation at fifteen cents (15¢) per mile.
  4. To receive reimbursement, teachers will submit to the Board valid vouchers and/or receipts, for each item of expense.

- G. Any teacher may be granted up to one year's leave of absence, without pay, for any reason approved in advance by the Board. Written intention to return to the Mannington School System must be in the hands of the principal by March 15 of that calendar year. Only teaching experience in an accredited elementary, high school, college or university will apply toward the years of teaching experience on the salary scale.

- H. A teacher intending to request maternity leave without pay shall:

1. Apply for leave within two weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave, and the expected date of her return.
2. Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.
3. Be granted that leave at any time after 60 days from her application and before the expected date of birth and continuing to a specific date after birth set forth on her application.
4. At least 60 days prior to the return date specified by the teacher in her application, confirm to the Board that she will return on that date or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition.
5. Supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.

Upon return to duty, the teacher shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective.

It is understood that a leave of absence for maternity need not be extended to a non-tenured teacher beyond the end of the contract year in which that leave is obtained.

Such judgment of the Board concerning reappointment shall not be denied on the basis of pregnancy alone.

#### ARTICLE XI

#### INSURANCE PROTECTION

- A. As of September first of each contracted school year, health care insurance will be provided to all eligible and participating teachers.

B. Blue Cross, Blue Shield, Major Medical and Rider J Coverage under the State Public Employees' Health Benefit Plan will be provided each teacher employed by the Board from September first to August thirty-first of each contract year. The Board will pay for such individual coverage and full family coverage for each eligible and participating teacher who fills out all the required forms in the school office. Upon official termination of employment of the teacher, the Board will no longer be responsible for the payment of the premiums.

#### ARTICLE XII

##### TUITION ASSISTANCE

- A. The Board will reimburse each teacher for the entire tuition cost incurred if the following conditions are met:
1. Courses must be graduate level of an accredited university or college.
  2. Non-graduate level only if recommended by the principal for acquisition of advanced, new or innovative material or skill.
  3. All courses must be approved by the Board in advance.
  4. A transcript of grades received must be presented to the Board with a minimum grade of "B" or equivalent.
- B. If a teacher and the principal agree to the need for a non-graduate course or courses for remedial professional purposes in a given subject area and the teacher takes such courses, the Board will not reimburse the teacher for this tuition.

ARTICLE XIII

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition.
- B. No Teacher shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative of the Board, shall be subject to the grievance procedure herein set forth.
- C. A Building Liaison Committee shall be formed consisting of the Association President and the Chief School Administrator which shall be required to meet once per month at a time of mutual convenience to discuss problems of mutual concern if determined necessary by either party.
- D. If these problems are not resolved in the Building Liaison Committee, initiation may be made at any time, by either party, to actuate a Board-Association Liaison Committee composed of three Board members and three Association members. The meeting will be chaired by the chairman of the Teacher's Committee of the Board.
- E. To insure the Board Committee proper understanding of such issues, each party will present his view in writing prior to the scheduled meeting.

#### ARTICLE XIV

##### MAINTENANCE OF CLASSROOM CONTROL

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

#### ARTICLE XV

##### BOARD RIGHTS

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

#### ARTICLE XVI

##### SEPARABILITY

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

#### ARTICLE XVII

##### DURATION OF AGREEMENT

This agreement is entered into, effective July 1, 1979, and shall continue in effect through June 30, 1980.



In witness hereof the President and Secretary of both the Board and the Association have signed and dated this Agreement and the Board's Corporate Seal is placed hereon.

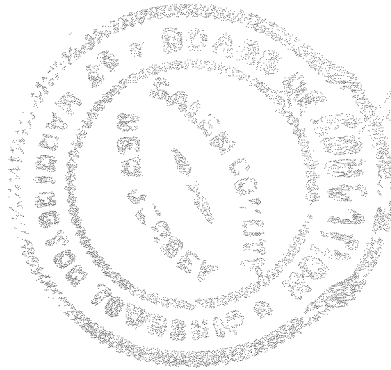
MANNINGTON EDUCATION ASSOCIATION

By Lynia Y. Thompson  
Its President

By Margaret G. Morris 10/17/79  
Its Secretary Date

MANNINGTON TOWNSHIP BOARD OF EDUCATION

By Wm C. DeGuzee  
Its President



Barbara L. DeGuzee 10/17/79  
Its Secretary Date

MANNINGTON TOWNSHIP BOARD OF EDUCATION

SALARY SCHEDULE

1979-80

| <u>Step</u> | <u>Non-Degree</u> | <u>B.A. Degree</u> | <u>M.A. Degree</u> |
|-------------|-------------------|--------------------|--------------------|
| 1           | 10,000.00         | 10,600.00          | 11,200.00          |
| 2           | 10,400.00         | 11,000.00          | 11,600.00          |
| 3           | 10,900.00         | 11,500.00          | 12,100.00          |
| 4           | 11,300.00         | 11,900.00          | 12,500.00          |
| 5           | 11,750.00         | 12,350.00          | 12,950.00          |
| 6           | 12,150.00         | 12,750.00          | 13,350.00          |
| 7           | 12,550.00         | 13,150.00          | 13,750.00          |
| 8           | 13,050.00         | 13,650.00          | 14,250.00          |
| 9           | 13,450.00         | 14,050.00          | 14,650.00          |
| 10          | 13,850.00         | 14,450.00          | 15,050.00          |
| 11          | 14,250.00         | 14,850.00          | 15,450.00          |
| 12          | 14,650.00         | 15,250.00          | 15,850.00          |
| 13          | 15,050.00         | 15,650.00          | 16,250.00          |
| 14          | 15,550.00         | 16,150.00          | 16,750.00          |
| 15          | 16,050.00         | 16,650.00          | 17,250.00          |
| 16          | 16,390.00         | 16,990.00          | 17,590.00          |

Service increments of \$250.00 will be paid for each of the following periods of teaching at Mannington Township School:

- A. The 21st through the 25th teaching years inclusive.
- B. The 26th through the 30th teaching years inclusive.
- C. The 31st teaching year inclusive and over.