

Mannington Education Association

And

Mannington Township Board of Education

Collective Bargaining Agreement

Years 2020-2023

Negotiated Agreement
 Between
THE
MANNINGTON TOWNSHIP BOARD OF EDUCATION
 AND **THE**
MANNINGTON EDUCATION ASSOCIATION
2020 - 2023

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NEGOTIATED AGREEMENT

PREAMBLE

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

This agreement will be effective from July 1, 2020 through June 30, 2023.

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

<u>Section</u>	<u>Application</u>
I	All Unit Employees
II	Teachers Only
III	Support Staff including: Paraprofessionals
IV	All Employees
V	All Employees

Section I
ALL EMPLOYEES
Article I

Recognition

- A. The Board of Education recognizes the Association as the majority representative for grievances and for collective negotiations of the terms and conditions of employment for all non-supervisory certificated staff and for all non-supervisory and non-confidential clerical employees and **paraprofessionals**.

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

- B. Definitions:

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

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

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

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

Section I
ALL EMPLOYEES
Article II

Negotiation Procedures

- A. Negotiations shall commence for a successor Agreement in accordance with the time frames established by (P.E.R.C.) Public State Law, 1974, chapter 123.

- B. The Board and Association agree that they have bargained fully and in good faith and have agreed upon all terms and conditions of employment. This Agreement represents and incorporates the complete and final understanding and settlement by the Board and the Association of all issues and conditions of employment which were the subject of negotiations.

Section I
ALL EMPLOYEES
Article III

Grievance Procedure

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

fifteen (15) calendar days after the next regular scheduled Board meeting. The grievant shall be entitled to a representative of his/her choice.

G. Level Five: Arbitration

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

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

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

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

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

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

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

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

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

Section I
ALL EMPLOYEES
Article IV

Employee Rights

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- B. A Liaison Committee shall be formed consisting of the Association president and the Superintendent which may meet once per month at a time of mutual convenience to discuss problems of mutual concern if determined necessary by either party. Additional members may be required to attend as needed.
- C. No employee shall be disciplined, reprimanded or reduced in rank without just cause.

**Section I
ALL EMPLOYEES
Article V**

Employee Benefits

Insurance Protection and Medical Benefits

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

Upon completing three (3) years of employment all eligible employees will qualify for PPO Individual, Parent/Child, Husband/Wife or Family coverage.

Upon official termination of employment of the employee, the Board will no longer be responsible for the payment of the premiums.

Dental Insurance:

Employees will be enrolled in the Delta PPO Plus Premier Network Plan (Basic 100%, Preventative 80%, Major 50%) as follows:

Dental benefits:	Delta PPO Plus Premier
Annual Deductible –excludes Prev. & Diag.	\$50/\$150
Preventative & Diagnostic:	100%
Routine Cleaning	2 per year
Bite-wing X-rays	Twice per year
Full mouth X-rays	Once per 36 months
Fluoride treatment for children	2 per year
Scaling and polishing of teeth	2 per year
Basic Services:	

Fillings	White composite fillings anterior and posterior
Simple Extractions	
Sealants for children	
Endodontics – root canal	
Oral Surgery	
Periodontics	
MAJOR:	50%
Prosthodontics	
Repair of broken dentures	
Caps, Crowns, Inlays, Onlays	
Fixed Bridges	
Annual maximum	\$1500
Dependent children Covered to Age	26

Vision Insurance:

Employees will be enrolled in the VSP Plan (Exam \$10 copay, Frames & contacts \$25 copay up to \$130, lenses 100%) as follows:

IN-NETWORK BENEFITS	
Exam – every 12 months	\$10 copay
Lenses – every 12 months	100% single, bi-focal, tri-focal, lenticular
Frames – every 24 months	Up to \$130 retail
Contacts – instead of lenses/frames	Up to \$130 retail
Contact lense exam and fitting	Up to \$60 copay
Hardware copay – lenses	\$25 copay**
Hardware copay – frames	\$25 copay**
OUT-OF-NETWORK BENEFITS	
Exam – every 12 months	Up to \$45 allowance
Lenses – every 12 months	Ranges \$30-\$100
Frames – every 24 months	Up to \$75 allowance
Contacts – instead of lenses/frames	Up to \$105 allowance

**VSP hardware copay combined for frames and lenses, not two separate copays

E. Employee premium sharing under the law will be capped at 24% of premium.

F. Employees enrolled in the health insurance coverage plan provided in Section I, Article V, may elect to waive all coverage(s) provided proof of coverage through another source can be demonstrated. Employees who waive coverage shall receive payment pro-rated each pay period (as provided in Section I, Article VII) in the total amount of \$2,500 for each school year in lieu of health coverage, based on the number of months that the applicable coverage was waived during the year.

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

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

G. As to the degree permitted by the Insurance Carrier/Provider, Prescription coverage with a \$15.00 brand

name co-payment, \$10.00 generic co-payment, \$5 mail order co-payment will be provided to each eligible employee. Eligibility for enrollment in prescription plan coverage will apply the same as for the health benefits as addressed in paragraph "C" above.

- H. The Board agrees to allow employees to have payroll deductions for a tax sheltered annuity plan and insurances. 1) Lincoln; 2) Prudential; 3) AIG; **and 4) VOYA**. After remission of the amount designated by each participating employee, it is expressly understood herein that the Board shall have no further liability concerning disposition or reporting of such funds. Said deduction shall not change more than one time per year after enrollment. The named plan shall provide the Board with a "Hold Harmless" letter.

- I. The Board of Education agrees that children of the members of this unit who reside outside of Mannington Township may be admitted to the Mannington Township School, tuition free, under the following conditions. Each case for admission will be evaluated by the Superintendent on the following criteria: 1) The student can be accommodated within the regular classroom, 2) The request for admission must be made prior to May 1st of the year prior to the school year for which admission is requested.

**Section I
ALL EMPLOYEES
Article VI**

Employees Sick Leave or Other Leaves of Absence

A. Full time teachers and full time support staff shall be entitled to the following paid leave days: Ten (10) sick leave days at the beginning of each school year. Employees hired after the start of the school year shall have their sick leave days prorated. **Part-time employees who work five (5) days per week will receive ten (10) sick days equal to their scheduled work day.**

B. Unused portion of the ten (10) sick leave days is cumulative from year to year as long as the employee remains in the Mannington School District.

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

C. Up to three (3) **Personal** days per year for family emergency, legal, or business matters that require the absence during school days. **Part-time employees who work five (5) days per week will receive three (3) Personal days equal to their scheduled work day. Part-time who work less than five (5) days per week will receive a prorated amount of Personal days based on their schedule.** Except in case of emergency, the **employee** will request in writing to the Superintendent at least one day in advance. In case of emergency, **employees** may call the secretary in charge of emergency days. All such telephone conversations will subsequently be confirmed in writing by the teacher and given to the administrator as soon as possible. **Any unused personal days shall roll over into sick time and may accumulate from year to year.**

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

1. Up to ten (10) days in the event of the death of a spouse or child. Up to five (5) days in the event of the death of a parent or sibling. Up to three (3) days in the event of the death of a grandparent, parent-in-law, or sibling-in-law. Up to one (1) day in the event of the death of an aunt, uncle, or first cousin. Bereavement days are given per occurrence and must be taken within 2 weeks of interment.
2. Sufficient time will be granted an appropriate number of employees to attend the funeral services of a member of the school staff or one of its students, as designated by the Superintendent.

Section I
ALL EMPLOYEES
Article VII

Tuition Assistance - Employee Professional Improvement

- A. Employees shall be reimbursed for tuition costs for pre- approved credits per school year at an accredited college or university (accreditation by the Middle States Association of colleges and Schools or equivalent association for schools not in this area). **Employees may be reimbursed for more than one (1) course provided the funds have been equally distributed to all those who have qualified and do not exceed the annual overall allotment for the year.** Tuition for course work which is directly related to the employee's professional responsibilities at Mannington Township School or required for a graduate degree shall qualify for reimbursement. Each employee seeking reimbursement must obtain written pre-approval for the course work from the Superintendent prior to commencing course work.

The total of all reimbursements for all employees for all course work started in 2017-2020 school years (July 1 - June 30) shall not exceed \$8,000 per year.

B. Rules and Regulations

1. To be eligible for reimbursement of tuition costs, the employee must submit the following to the Superintendent.
 - a) A letter advising of the employee's intent to enroll and the nature of the program.
 - b) A request for approval of the course(s) and conferences prior to the registration will include potential substitution to be used in the event your first choice is not available.
 - c) Satisfactory evidence of having successfully completed the course and a transcript indicating a letter grade of "B", along with an official receipt for tuition expense incurred.
2. Employees who may be required to undertake courses as a result of their having been assigned outside the scope of their certificate shall be eligible for full reimbursement of eligible expenses.
3. Upon employment, persons become immediately eligible to apply for professional improvement programs. Any member who resigns from the district shall reimburse the Board for the cost of all courses which have been taken within one year of the date of resignation. Funds will be disbursed in June. In the event requested reimbursements exceed the allocated funds, they will be evenly distributed based on the total course reimbursement requests.

C. Professional Development Committee for Paraprofessionals

The Association and Board of Education shall maintain a collaborative professional development committee for Paraprofessionals. The committee shall be made up of two (2) Paraprofessionals annually appointed by the Association and one (1) officer of the Association appointed by the president to work with administration to develop and offer professional development for support staff during in-service days and to communicate about other professional development opportunities available to Paraprofessionals. The recommendations of the committee are advisory and subject to superintendent approval.

Section I
ALL EMPLOYEES
Article VIII

Other Benefits

- A. An employee shall be reimbursed for the approved use of his/her personal vehicle for the conduct of school business or for approved travel to/from conferences and seminars at the rate set by the state of New Jersey in the OMB Circular and as per state mandated travel regulations. To receive reimbursement, teachers will submit to the Board valid vouchers and/or receipts, for each item or expense.

- B. Employees may individually elect to have monthly payroll deduction from their salaries for deposit in a credit union recommended by the Association pending Board approval.

Section I
ALL EMPLOYEES
Article IX

Miscellaneous

- A. Employees shall be paid in equal installments on the 15th and 30th day of each month: Ten (10) month employees in twenty (20) equal installments and twelve (12) month employees in twenty-four (24) equal installments.
- B. Final Paycheck
1. Employees shall receive their final check on **June 30th**, if according to the Superintendent their work is completed for the school year.
 2. meaning for teachers:
 - a. Records complete and recorded properly in the office.
 - b. Supply and book orders completed.
 - c. Books, supplies, and equipment stored properly in the space that is available.
 - d. The classroom left in a neat and orderly manner.
 3. Schedule A, Salary guide, which is part of this Agreement, sets forth the pay scales.
- C. When a payday falls on a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- D. All employees covered under this Agreement shall indicate their arrival and departure for duty by signing the Superintendent's roster daily in accordance with the time schedule set forth by the Board.
- E. Direct Deposit will be offered to all employees.
- F. Unused Sick Leave
- Employees with twenty (20) years or more service in the district are eligible to receive sixty (60) dollars per day, up to one hundred twenty-five (125) days, for unused accumulated sick leave upon retirement. Retirees shall mean only employees who have completed twenty (20) or more years of service in the district and who are immediately eligible to receive (or have started to receive) monthly annuity payments from the pension system. Payments may be made in lump sum or in two payments with half (50%) of the amount payable by June 30th of the year of retirement and second half (50%) payment no later than August 30th of the same calendar year of retirement. **Part-time employees to qualify for this provision on a pro-rated basis.**
- Written notification must be provided to the Superintendent and Board of Education of intent to retire and use of accumulated sick days three months prior to the effective retirement date.
- G. **All teachers and paraprofessionals may leave immediately following student dismissal when participating in after school or evening activities such as back to school night, family nights, conferences, etc.**

Section I
ALL EMPLOYEES
Article X

Separability & Board Rights

Board Rights

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

Separability

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

Section I
ALL EMPLOYEES
Article XI

Workplace Democracy Enhancement Act (WDEA) of 2018

1. Access to Negotiations Unit Members

The Board shall provide to the Association access to all members and potential members of the negotiations units. Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:

- a. The Association shall have the right to meet with individual employees on the premises of the school during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
- b. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.
- c. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time is up to 120 minutes, in no cases less than 30 minutes, with final duration of time needed to be determined by the Association.
- d. Within ten (10) calendar days from the date of hire of any employee, the board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.
- e. Beginning on January 1, 2019 and every one hundred and twenty (120) calendar days thereafter, the board shall provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the board.
- f. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.) The board shall not disclose employee information, except as outlined above.
- g. The Association shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

2. **No Reprisals or Interference with unit members**
The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign, or relinquish membership, or discourage an employee from joining or assisting the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates, either verbally or in writing.
3. **Membership Withdraw**
Should a negotiations unit member notify the Board or its agents that they wish to resign or relinquish membership in the Association, the Board shall require the member to submit a dues termination form and provide a copy of same to the Association's president or his/her designee within five (5) calendar days of receiving the form the unit member. Negotiations unit members may only resign or relinquish their membership or terminate dues deductions during the ten (10) calendar days following each anniversary date of the employee's employment. A withdrawal shall take effect on the thirtieth (30th) calendar day after the anniversary date.
4. **Definition**
The Parties agree that the date of hire shall be defined as the first day of work in the then current district for any negotiations unit member. This shall include any new employee orientation day(s) required by the Board.
5. **Enforcement**
This article shall be enforceable through the parties' grievance procedure, which shall include binding arbitration as outlined in the Workplace Democracy Enhancement Act of 2018.
6. **Release Time**
The Board shall release, without loss of pay, an Association Representative(s) and/or designee(s) designated by the Association President and permit him/her/them to visit any work station for the purposes of meeting with newly hired employees, to investigate working conditions, employee complaints or problems, or for any other purposes relating to terms and conditions of employment.

Section II
TEACHERS
Article I

Teacher Work Year

- A. While the Board reserves unto itself the decision as to the issuance of the school calendar, it will attempt to take into account, the recommendations of the Association.
- B. The length of the teacher's work year will be 185 workdays of which five (5) shall be professional development days without students.
- C. Teachers' normal hours are contingent upon, among other things, a transportation schedule involving Salem High School and various private schools as well as the students of Mannington Township School making some degree of flexibility of teachers' hours necessary. Therefore, the normal the work day is seven (7) hours and twenty-five (25) minutes as determined at the sole discretion of the Board. There must be latitude in these hours. Whatever time that teachers are required to be in the building in excess of the pupil day will be utilized, whenever necessary, to include scheduling of conferences with parents and giving academic aid to students.
- D. Teachers are responsible for careful daily preparation, attendance at staff meetings, and participation in school activities such as: Back to School Program(s), Co-Curricular activities in which teachers are directly involved, and TEAM meetings (while not mandatory, teachers should make every effort to attend TEAM meetings).
- E. Faculty or professional meetings after class hours, without additional compensation, may be required at the discretion of the Superintendent, who will attempt to limit these meetings to no more than two per month. Such meetings will begin ten (10) minutes after student dismissal and will last for a maximum of an hour and a quarter. Notification of such meetings will be posted at least two (2) days prior to the meeting except in extenuating circumstances as determined by the Superintendent.
- F. Teachers shall provide the substitute teachers a daily, weekly or alternate plan, as required, and in accordance with procedures set forth by the Superintendent.
- G. Teachers shall not be required to sit in attendance at lunch tables with students during student lunch period. Assigned certificated staff shall be responsible for control and discipline of students during lunch periods. Teachers shall have a duty free lunch period that is equal in length to the student lunch period and normally scheduled during the time for student lunches.
- H. Each full time classroom teacher shall receive no less than two hundred (200) minutes of preparation time each full five (5) day student week. Preparation time shall be in segments of not less than twenty (20) minutes and shall include at least one segment of preparation time per day unless business needs, such as financial constraints, a school emergency, a delayed opening, other variations in his/her students' usual day, require otherwise. Student contact time shall be six (6) hours and forty-five (45) minutes.

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

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

Except as required to provide preparation time, teachers may be assigned to other duties while he/she is not

required to supervise his/her students. Such other duties may include student(s) instruction, student(s) supervision, and other professional assignments.

I. Professional Days

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

J. Leave of Absence

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

Section II
TEACHERS
Article II

Teacher Evaluation

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

Section II
TEACHERS
Article III

Miscellaneous

A. Teacher Employment

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

B. Maintenance of Classroom Control

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

C. Classroom Expense

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

**Section III
SUPPORT
Article I**

Support Staff- Terms & Conditions of Employment

A. Work Year and Workday for Support Staff

1. The work year and workday for M1 time support staff shall be as follows:

a. Twelve (12) month

1. Work year: Twelve (12) months;
2. Workday: Eight (8) hours, including a thirty (30) minute meal break. Any work over forty (40) hours per week inclusive of the thirty (30) minute meal break shall be paid time and half.
3. Vacation Leave: Full Time twelve (12) month support staff shall be entitled to paid vacation leave as follows:

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

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

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

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

b. Ten (10) month

1. Work year: One hundred eighty-five (185) days plus up to thirty (30) additional days. Time worked on such additional days shall be paid at the employees'

hourly rate. The hourly rate shall be the employees' annual rate divided by 1,480. (Note: 1480 is the number of work hours in the regular 185 day work year (185x8.0 hours per day))

2. Workday: eight (8) hours, including a thirty (30) minute meal break. Any work over forty (40) hours per week inclusive of the thirty (30) minute meal break shall be paid time and half.

c. **Paraprofessionals**

1. Work Year: One hundred and eighty-five (185) days of which five (5) shall be professional development days without students.
2. Workday: All work days shall be full days of seven (7) hours, including a thirty (30) minute meal break. **Paraprofessionals** will follow the students schedule on half days unless, at the Superintendent's discretion, the **Paraprofessionals** are required to attend staff in-service. Each **Paraprofessional** will be advised no later than two (2) working days prior of in-service days assigned by the Superintendent.

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

**Section IV
DURATION**

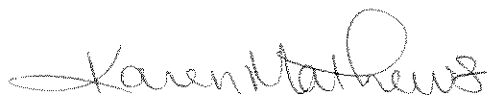
This Agreement shall be effective July 1, 2020 and continue in existence through June 30, 2023.


The Board agrees to salary increases in the amount of 3.2% for each year of the three year agreement as reflected in the attached salary guides.

IN WITNESS WHEREOF, the Mannington Township Board of Education and the Mannington Education Association have caused their officers to execute this Agreement this 16th day of June 2020.

ATTEST:

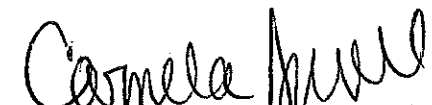
MANNINGTON TOWNSHIP BOARD OF EDUCATION



Karen Mathews, Business Adm.


Carmen Porter, President

ATTEST:

MANNINGTON EDUCATION ASSOCIATION


Carmela Spano, Secretary


Lisa Ridgway-Stiles, President

Section V - Salary Guide Schedule "A"

SCHEDULE A-1 - Salary Guide-Professional Staff

Salaries shall be increased by 3.2% of the previous year's base in each year of the agreement.

Year 1 2020-21				Year 2 2021-22			
Step	BA	BA+15	MA	Step	BA	BA+15	MA
1	\$58,019	\$59,019	\$60,019	1	\$58,901	\$59,901	\$60,901
2	\$58,769	\$59,769	\$60,769	2	\$59,651	\$60,651	\$61,651
3	\$59,069	\$60,069	\$61,069	3	\$60,401	\$61,401	\$62,401
4	\$59,369	\$60,369	\$61,369	4	\$60,701	\$61,701	\$62,701
5	\$60,503	\$61,503	\$62,503	5	\$61,836	\$62,836	\$63,836
6	\$61,803	\$62,803	\$63,803	6	\$63,086	\$64,086	\$65,086
7	\$63,153	\$64,153	\$65,153	7	\$64,436	\$65,436	\$66,436
8	\$64,503	\$65,503	\$66,503	8	\$65,786	\$66,786	\$67,786
9	\$65,853	\$66,853	\$67,853	9	\$67,186	\$68,186	\$69,186
10	\$67,203	\$68,203	\$69,203	10	\$68,586	\$69,586	\$70,586
11	\$68,703	\$69,703	\$70,703	11	\$70,186	\$71,186	\$72,186
12	\$70,203	\$71,203	\$72,203	12	\$71,836	\$72,836	\$73,836
13	\$71,703	\$72,703	\$73,703	13	\$73,536	\$74,536	\$75,536
14	\$73,703	\$74,703	\$75,703	14	\$75,403	\$76,403	\$77,403

Year 3 2022-23			
Step	BA	BA+15	MA
1	\$59,765	\$60,765	\$61,765
2	\$60,515	\$61,515	\$62,515
3	\$61,265	\$62,265	\$63,265
4	\$62,015	\$63,015	\$64,015
5	\$63,015	\$64,015	\$65,015
6	\$64,265	\$65,265	\$66,265
7	\$65,615	\$66,615	\$67,615
8	\$66,990	\$67,990	\$68,990
9	\$68,390	\$69,390	\$70,390
10	\$69,840	\$70,840	\$71,840
11	\$71,490	\$72,490	\$73,490
12	\$73,190	\$74,190	\$75,190
13	\$74,940	\$75,940	\$76,940
14	\$76,903	\$77,903	\$78,903

Each teacher shall progress on the salary guide vertically:

Each teacher will move through the guide progressing from one step to the next step each year of the contract. For example a teacher on step 3 in the 2019-2020 school year will move to step 4 in the 2020-2021 school year.

Horizontal Guide Movement:

BA+15 is \$1,000 additional and MA is \$2,000 additional in each year of the agreement.

The transcript must be provided to the Superintendent in determining an employee's eligibility for receiving this benefit. The amount paid will be in accordance with Section II, Article III A.

There is no off guide movement.

Newly hired employees of the district must have worked a minimum of ninety-two (92) workdays to be eligible for

movement to the next step of the step guide. If a newly hired employee works less than ninety-two (92) workdays from their hire date, the employee shall remain on the current step of the guide for the next year.

Salary Schedule "A"

A - 2 Paraprofessionals

Salaries shall be increased by 3.2% of the previous year's base in each year of the agreement.

Step	Year 1 <u>2020-21</u>	Year 2 <u>2021-22</u>	Year 3 <u>2022-23</u>
1	\$24,843	\$25,431	\$26,047
2	\$25,405	\$25,993	\$26,609
3	\$25,968	\$26,556	\$27,172
4	\$26,531	\$27,119	\$27,735
5	\$27,093	\$27,681	\$28,297
5B	\$28,028	\$28,616	\$29,232
6	\$28,963	\$29,551	\$30,167

Newly hired employees of the district must have worked a minimum of ninety-two (92) workdays to be eligible for movement to the next step of the step guide. If a newly hired employee works less than ninety-two (92) workdays from their hire date, the employee shall remain on the current step of the guide for the next year.

There is no off guide movement during the years of this Agreement for Paraprofessional staff.

Salary Schedule "A"

A-3 Longevity for All Staff

Years of Continuous Service	Longevity Pay
20-23	\$750
24 and above	\$1,000

Longevity is based on continuous years of service in the Mannington School District.

If the anniversary date falls after September 1st, longevity payment will commence on September 1st of the following school year.