

AGREEMENT
BETWEEN
MAGNOLIA BOARD OF EDUCATION
AND
MAGNOLIA SCHOOL EDUCATION ASSOCIATION
July 1, 2013 to June 30, 2016

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PREAMBLE THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between the BOARD OF EDUCATION of the BOROUGH OF MAGNOLIA, hereinafter called "Board" and the MAGNOLIA SCHOOL EDUCATION ASSOCIATION, hereinafter called "Association;"

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1, et seq., to negotiate with the Association as to representative of the employees hereinafter designated with respect to terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certified personnel under teaching contract with the Board, the school nurse, full time custodial/maintenance staff, secretaries, teacher assistants, teacher aides, and lunch room aides exclusive of the Superintendent, Principal, Board Secretary/Business Administrator, Supervisor of Special Services and Maintenance Supervisor.

ARTICLE 2

GRIEVANCE PROCEDURE

A. **Definition**

The term "grievance" means a claim of an individual staff member or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting terms and conditions of employment of a staff member or group of staff members. The "aggrieved person" is the person or persons making the claim.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenured teacher.
2. In matters where the Board is without authority to act.
3. Matters for which an administrative review is available.

B. Procedures

1. An aggrieved person shall institute action under the provisions hereof within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) school day period shall be deemed to constitute abandonment of the grievance.
2. A person processing a grievance shall be assured of freedom from restraint, interference, coercion, discrimination or reprisal by the Board or any agent thereof.
3. In the presentation of a grievance, the aggrieved person shall have the right to present his/her own appeal or designate a representative to appear with him/her at any step in his appeal. Such designation for representation may change from step to step and shall be in writing and transmitted to the Principal or immediate supervisor under B.4. below, the superintendent under B.5. below at the time of such designation. A grievance affecting a group or class of employees may be submitted directly to the Superintendent or designee by the Association. At the discretion of the Superintendent, any grievant may request that the grievance be submitted directly to the Superintendent, thereby bypassing the principal or immediate supervisor under B.5
4. The aggrieved person shall first discuss the grievance orally with the Principal or immediate supervisor in an attempt to resolve the matter informally at that level. If the grievance is not resolved to the aggrieved person's satisfaction within five (5) school days after said discussion, he/she shall file his grievance in writing on the approved form with the Principal. Within three (3) school days from receipt of the grievance, the Principal shall set the date to hear the issue, such date not being more than five (5) school days from such determination, and shall render his/her decision in writing upon the approved form to the aggrieved person and / or his/her representative within three (3) school days following such hearing.
5. In the event of the failure of the Principal or immediate supervisor to act in accordance with the provisions of the preceding paragraph, or in the event his/her determination is deemed unsatisfactory, the aggrieved person shall, within five (5) school days after receipt of said written determination, or after the failure of the Principal to act within the prescribed time, submit his/her grievance to the Superintendent in writing, specifying:
 - a) The nature of the grievance;
 - b) The contractual or other basis of the grievance;
 - c) The remedy requested.
 - d) Within five (5) school days from the date of receipt of the written grievance, the Superintendent shall set a date for a hearing and such date

shall not be more than five (5) school days from the time of this determination. The Superintendent shall furnish a written determination upon the approved form to the aggrieved and/or his/her representative within five (5) school days after the conclusion of said hearing.

6. In the event of the failure of the Superintendent to act in accordance with the provisions of the preceding paragraph, or in the event the determination is deemed unsatisfactory by the aggrieved person and/or his/her representative, the aggrieved may file a written appeal with the Board of Education upon the approved form within five (5) school days after receipt of said written determination from the Superintendent, or after the failure of the Superintendent to act within the prescribed time. The said appeal shall specify in writing:

- a) The nature of the grievance;
- b) The contractual or other basis of the grievance;
- c) The remedy requested;

Any party to an appeal before the Board may submit written materials in support of its position, provided that he/she shall serve a copy of same on any adverse party within ten (10) school days prior to the hearing before the Board. The Board (or the committee designated by the Board) shall hold a hearing within fifteen (15) school days after the receipt of the written appeal. The Board shall render a written decision within fifteen (15) school days following the conclusion of the hearing, and shall serve copies of same upon all parties of the appeal and their representatives.

7. In the event the aggrieved Association is dissatisfied with the determination of the Board, it shall have the right to request arbitration. Binding arbitration may be requested only if the grievance arises from an interpretation of the terms of this agreement, or violation of the terms of this agreement. The aggrieved Association shall first notify the Board of its intention to request arbitration. It may then request arbitration seven days after such notice. Such request shall be made no later than fifteen (15) school days following the written determination by the Board or after the failure of the Board to act within the prescribed time. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from this Agreement. The arbitrator shall render a decision in writing within thirty (30) calendar days after the completion of the arbitration proceedings. Each party shall bear the total cost incurred by themselves in the arbitration proceeding. Fees and expenses of the arbitrator, if any, will be shared by the parties equally. The arbitrator shall be selected from a panel of qualified arbitrators, pursuant to the rules of the American Arbitration Association.

C. Miscellaneous

1. The number of days indicated at each level of the grievance proceeding should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties concerned.
2. In the event a grievance is filed at such a 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 party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
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. All meetings and hearings under this procedure shall not be conducted open to the public, and no results of these meetings and hearings shall be divulged to the public until the matters have been resolved.
5. If a grievance is based upon an administrative directive of the Superintendent or action of the Board, the grievant may commence the grievance under B.5. above. In no event shall this provision modify the time limit for filing it grievance set forth in B.1 above.
6. No employee covered under this Agreement shall be disciplined, reduced in rank or compensation or have an increment withheld without just cause.

ARTICLE 3

TEACHING HOURS AND WORKING CONDITIONS

A. Total Teacher Work Days

1. The total number of teacher work days shall not exceed 187. In the event the school shall be closed, the number of days closed shall be deducted from the total of 187 teacher work days provided such number does not fall below the minimum pupil days or State requirement.
2. Child Study Team Work Days

The work year of the child study team is ten (10) months, between September 1 and June 30, as determined by the Board of Education. The total number of child study team work days shall not exceed 187 and shall coincide with the teaching staff work year. Additional days beyond the work year as defined above will be compensated pro rata at 1/200 of annual salary per diem.

B. Teacher Work Day

1. The normal teacher's workday, Monday through Friday, will not exceed six (6) hours and fifty-five (55) minutes, inclusive of a duty-free lunch period. During lunch periods, the teacher will continue with their responsibility to take the pupils from the classroom and back to the classroom, and such responsibility shall be performed during that lunch period. On the day before a holiday (which includes the day before winter break and the day before spring break) on which there is a half-session day staff will be released at 1:00 p.m. Dismissal of staff will be 3:20 p.m. Monday through Friday.
2. In addition the board may schedule up to twelve meetings per year. These meetings shall be scheduled between Monday and Thursday and begin promptly at 3:10 p.m., to end no later than 4:05 p.m. Except in cases of an emergency, the Board shall provide an agenda and a minimum of two weeks notice of such meetings.
3. The Administration may schedule up to two (2) additional meetings. No more than one (1) said meeting may occur during any one month. Said meetings shall terminate at 4:05pm. The administration will provide three (3) school days' notice of such meetings. If the starting and ending time of the teacher work day is altered, then the ending time of these meetings will reflect the adjusted schedule.
4. Any further meetings shall be mutually agreed upon by Administration and Staff.
5. Teachers may be required to report fifteen (15) minutes earlier than the normal starting time of their work day for special meetings that cannot be conducted at any other time. In the event these meetings are necessary, the teachers shall be given at least one (1) day's written notice. Teachers shall attend Back-to School Night and Graduation.
 - a) Teachers may be required to attend up to two (2) additional evenings as the administration may specify. They will be compensated for the additional evenings at the rate of fifty dollars (\$50.00) per evening.
 - b) Teachers may be required to attend one evening meeting in lieu of graduation without compensation.
6. Teachers shall attend Fall and Spring Evening Conferences. They will be compensated at the rate of fifty dollars (\$50.00) per evening.
7. Teachers shall attend Back to School Night and 8th Grade Graduation without compensation.

C. Preparation and Consultation Time

1. Teachers will be scheduled for five (5) preparation-consultant periods per full week. No teacher will be scheduled without a preparation-consultant period on more than one day per week
2. The periods above may be used for consultation only when said consultation cannot be taken care of at any other time during the school day.
3. The School Nurse shall not be entitled to preparation-consultation time.

D. Additional Duties

1. Dismissal duty (where applicable).
2. Playground duty often (10) minutes before the morning session (where applicable).
3. Teachers to pick up class at 8:35 a.m.

E. School Calendar

Current calendar making practice whereby the Administration and Association consult mutually and make recommendation to the Board of Education for approval shall be continued. Prior to submitting a recommended calendar to the Board, the Administration shall consult with the Association's Executive Committee, however, the Board's decision of the calendar is final and non-grievable.

F. Criticism of Teacher(s)

No teacher shall be reprimanded in public. Any criticism by a supervisor or administrator shall be made in confidence and not in the presence of students, parents, or in public gatherings.

G. Vacancies

The Superintendent or his/her designee shall deliver to the President of the Association and post in the main office a list of any vacancy, or new positions arising in the professional staff, which shall occur at any time. In a timely fashion, the Board shall provide, by ordinary mail, during the summer session, vacancies or new positions arising in the professional staff, to the union president and a designee at the last address on file.

H. Incidental Expenses

Beginning with the 2008-2009 school year, teachers will be entitled to \$50.00 each school year for reimbursement of out of pocket expenses for classroom materials. Teachers must submit receipts to receive reimbursement.

- I. The MSEA President and MSEA Grievance Chairperson shall be released one (1) period a week to conduct Association business. The above titles shall be released during the same period in addition to the regularly scheduled prep and lunch periods.

ARTICLE 4

EMPLOYMENT PRACTICES

- A. Upon employment of a new unit member, the Superintendent shall furnish the Association with his or her name and address and placement on the salary schedule. In addition with the permission of the unit member, the Superintendent may furnish the Association information concerning the certificates and degrees held by said employee, his or her major and minor fields of study, and prior experience in teaching.
- B. Teachers shall be notified of their contract and salary status for the next school year not later than April 30 or the statutory date if changed by the legislature of the current school year, provided that a collective bargaining agreement shall have been duly executed by the Board and the Association by that date.
- C. Any changes in grade and/or subject assignment during the school year will be discussed with the teacher/teachers involved and the Administration. All contracts legally entered into between the Board and the represented professional staff shall be in effect with regard to grade assignment as of the date of signature and subject to the proceeding sentence.
- D. Personnel Records-File

A teacher shall have the right, upon request, to review the contents of his or her personnel file and to receive a copy of any documents contained therein. A teacher shall be entitled to have one (1) representative accompany him during such review. A member of the Administration or the Superintendent's designee must be present at all times during such examination of the file(s). All matters pertaining to a teacher shall be placed in the teacher's file. Such file shall be available only to the Board and its administrator. No part of the file shall be released to outside sources until the teacher has been so advised. The teacher may at that time request any documents which are obsolete or otherwise inappropriate to not be disclosed. Disputes regarding release of these documents may be processed through the grievance procedure prior to release.

No material shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written rebuttal to such material and this rebuttal shall be reviewed by the Superintendent or designee and attached to the file copy.

Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other pertinent documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

- E. Whenever possible, professional staff shall be notified of schedules by the last day of school for students. Whenever possible, professional staff shall be notified of grade assignments by the last day of school for students.

It is understood the above notice does not preclude the Board from making changes subsequent to the above notice, based on operational need.

ARTICLE 5

FACILITIES

- A. The Board shall provide each classroom with working locks and matching keys for cabinets and closets located in the classroom.
- B. The Association shall submit the names of two (2) Association members who shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use at reasonable cost for copies.
- C. The Board agrees to provide an answering service for teachers to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration and/or answering service to arrange for a substitute.
- D. Vending machines may be installed in the faculty lounge. The Association will assume responsibility for said machines.
- E. An adequate air-conditioning system shall be provided in the teacher's lounge.
- F. The Board shall provide parking facilities for the faculty, provided such facilities are available to the District.

ARTICLE 6

SICK LEAVE

- A. All unit members shall be granted a yearly sick leave of twelve (12) days to be used for illness or injury. Two of the allotted 12 sick days may be used as personal days with prior Superintendent approval. All unused sick leave days per year shall be accumulative for use for additional sick leave as needed in subsequent years.
- B. Unit members shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.
- C. At the time of retirement, a staff member with a minimum of fifteen (15) years of service in the district will be paid forty five dollars (\$45) per day of unused sick leave for all days

accumulated up to a limit of 200 days. All unused personal days which are converted to sick days will be credited at the rate of forty five dollars (\$45) per day. Six (6) months' notice shall be required prior to payment. The Board must receive notice of a teacher's intent to retire by January 1, except in case of emergency. Payment will be made on or about July 1.

- D. Consistent with the terms of this article, in the event of an employee's death, the accrued sick leave shall be paid to an employee's estate.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

A. Personal Days

Unit members shall be entitled to three (3) leaves of absence with full pay for personal or business matters which require absence during school hours and cannot be taken care of at any other time. A reason must be furnished to the Superintendent or his or her designee for each of such days. All that is required as a reason for said personal days is one of the following words: "personal" or "business". The unit member shall notify the Superintendent or his or her designee in writing at least three (3) school days in advance except in an emergency when a unit member desires to use any of his or her three personal days. The Superintendent or his/her designee shall respond in writing indicating an approval. When an emergency personal day is needed, the unit member shall submit, upon his or her return, a written request following the above procedure.

The unit members must contact the Superintendent or Principal before an emergency day can be taken.

- B. For each unused personal day at the end of the year, one (1) sick day will be accrued.

C. Bereavement

1. A unit member shall be granted up to five (5) days in the event of death of spouse, civil union partner child, parent, brother, sister or other member of the immediate family.
2. Up to three (3) days shall be granted in the event of death of a father-in-law or mother-in-law, grandparents or great-grandparents.
3. Up to one (1) day shall be granted in order to attend the funeral of unit member's aunt, uncle, niece, nephew, first cousin, or an in-law "not included in the above. Provided that close family ties can be demonstrated. The unit member shall state the existence of such "ties" in a letter to the Superintendent.

D. Marriage and Honeymoon

A unit member shall be granted up to five (5) days leave for marriage and honeymoon, without pay.

E. Professional Days

A teacher shall be granted up to two (2) professional days subject to approval by the Superintendent or designee. The teacher shall notify the Superintendent at least two (2) school days in advance when he/she desires to use a professional day and shall furnish a reason simultaneously. The Superintendent or designee shall render a decision in writing in advance of said professional day.

F. Child Rearing Leave and Disability Leave

An employee who is physically disabled due to pregnancy, childbirth or postpartum recovery, or who suffers a temporary physical disability from another cause, will be entitled to paid sick leave as provided in Article VI, for the period of such disability or until the expiration of his/her accumulated sick leave, whichever occurs sooner. An employee who anticipates such a period of disability will give as much advance notice of the anticipated dates of disability as possible to the Superintendent.

2. a. Child-Care Leave: Board shall grant, upon request, child-care leave, without pay, to any tenured member.
- b. The Board may grant child-care leave to a non-tenured member.
- c. Child-care leave will normally commence immediately following disability leave in paragraph 1, above. When child-care leave does not immediately follow disability leave, such leave shall commence on a date agreed upon by the Board and the member. All child care leaves will terminate on September 1 following the commencement date of the leave.
- d. In the case of adoption, application for leave must be made as soon as the employee learns of the expected date of receiving custody.
- e. If an employee has worked for part of the school year, an increment of service shall not be granted unless the unit member has been on a paid status for ninety (90) work days, if a ten month employee, or 110 days, if a twelve month employee.
- f. An employee on an unpaid leave of absence shall not be eligible to receive or accrue benefits, except as statutorily provided.

G. Good Cause

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

ARTICLE 8

SABBATICAL LEAVE

- A. A teacher may, on recommendation of the Superintendent and with the approval of the Board, be granted a sabbatical leave of absence for purpose of approved study or for professional development for a period of not exceeding one (1) year without pay.
- B. A teacher shall be qualified to apply for a sabbatical leave if he/she has been continuously employed by the Board as a teacher for a period of at least seven (7) years.
- C. No more than two (2) teachers may be granted a sabbatical leave of absence for any specific school year.
- D. A request for a sabbatical leave shall be filed with the Superintendent in writing no later than January 1 for a sabbatical leave to commence with the following school year. A teacher so requesting sabbatical leave shall be notified of the Board's action of the request by March 1.
- E. The Board will pay the premiums for insurance provided in Article 11 for teachers on sabbatical leave.
- F. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he would have attained had he remained in the district as an active teaching staff member during the school year of such sabbatical leave.

ARTICLE 9

PROFESSIONAL DEVELOPMENT

- A. The Board shall pay the full cost of tuition and other reasonable expenses incurred by a teacher in connection with attendance at any course, work shop, seminar, conference, in-service training session, or other similar session wherein attendance by the teacher is either mandated or requested by the Board or Superintendent.
- B. The Board shall provide necessary monies for unusual faculty expenses incurred for special professional days when such days are mandated by the Board.
- C. Upon presentation of proof of a grade of B or better, the Board shall provide certified staff tuition reimbursement according to the following guidelines:
 - 1. A unit cap of \$15,000 for each year of the contract.
 - 2. Reimbursement will be at the Rowan University graduate credit level.
 - 3. The pool will be divided among all who take courses.
 - 4. Payment shall be made as of August 31 of each year for the preceding year.

5. The Superintendent has to give advance approval of course content.
- D. A teaching staff member, in order to be eligible for reimbursement must submit a notification of intention to taking courses before December 1 as to courses taken during the school year. As to summer courses, projections should be given to the Superintendent by December 1 but failure to do so will not bar reimbursement.
- E. Upon advanced Superintendent approval, the Board shall provide tuition reimbursement for teacher assistants and classroom aides according to the following guidelines:
 1. A \$7500 cap per year.
 2. A \$300 cap per course.
 3. Classroom aides taking courses may lead to an associate's or higher degree.
 4. In the event the unit cap is exceeded, reimbursement shall be on a pro-rata basis. This reimbursement should be based on the % by which the cap is exceeded.
- F. The Board shall reimburse the cost of the Paraprofessional Assessment test, up to \$40. A passing score must be attained to qualify for reimbursement.
- G. If a unit member leaves within one year after the tuition reimbursement, as described in Article 9A and Article 9E, the employee shall reimburse the district the total amount awarded during that year. Any exceptions to this provision will need the approval of the Superintendent.

ARTICLE 10

REDUCTION IN FORCE

In the event that the Board contemplates a reduction in force through the elimination of any existing unit member position, it shall notify the Association in writing forty five (45) calendar days in advance of any contemplated formal action if reasonably possible or unless state mandated. The Association, upon receipt of said notice, shall have the right to consult with the Board concerning the contemplated reduction in force. The Board, after providing said notice, and in consultation with the Association, shall be free to take formal action at the expiration of said forty five (45) calendar day period, unless an earlier or a later time shall have been mutually agreed to by the parties. The decision of the Board as incorporated in its formal action shall be final and binding on the parties.

ARTICLE 11

INSURANCE PROTECTION

- A. The following insurance provisions apply to all unit members with the, exception of assistants and aides:
1. For employees hired prior to July 1, 1998, the Board will assume the full cost of health insurance protection for each employee and his/her dependants under the Ameri-Health Major Medical Program presently maintained by the Board.
 2. Any employee may elect not to be covered by the health insurance program set forth in the preceding paragraph. In such event, such employee may elect to be enrolled in the Washington National/Conesco and/or Prudential Insurance Company Disability Income Plan or an "Opt Out" Plan. The Board shall contribute on such employee's behalf a sum not exceeding the equivalent of the annual premium cost as of September 15 in any such school year of individual coverage under the insurance program set forth in A above. Any additional premium costs over and above the Board's contribution level for an individual teacher electing the Washington National/Conesco and/or Prudential Insurance Disability Income Plan shall be paid by the unit member. If the employee chooses the "Opt Out" plan they must have proof of alternative insurance coverage. The Board shall provide a Section 125 Plan with thirty five (35%) reimbursement of premium cost to participating employees. The opt out plan, shall be consistent with the rules set down by the IRS.
 3. The Board shall provide protection for employee from civil liability for any act or omission arising out of and in the course of the performance of their duties in accordance with the standards and conditions set forth in N.J.S.A. 18A:16-6.
 4. Effective January 1,2001, all bargaining unit employees shall be entitled to full family vision, dental, and prescription coverage at the Board's expense.
 5. Effective January 1, 2008, the prescription co-pay shall be twenty (\$20) dollars for brand name drugs and ten (\$10) dollars for generic drugs for all programs.
 6. The contract shall provide that employees who choose to attain broader health insurance coverage than the contractual entitlement by paying additional cost shall be able to do so with pre-tax dollars in conjunction with a 125 Plan.
 7. Effective January 1, 2008, medical co-pays for physicians visits shall be ten dollars (\$10.00) for all medical plans.
- B. The following insurance provisions apply to teacher assistants and teacher aides:
1. Effective July 1, 2004, the Board shall pay 100% of the Ameri-Health (HMO) employee coverage for teacher assistants and teacher aides subject to any contributions required by State Law.

2. Effective July 1, 2013, the Board shall offer three (3) additional health insurance plans to those employees eligible for health insurance benefits. Each employee shall be permitted to choose a health insurance plan, including the Ameri-Health (HMO) Plan at no cost to the employee, subject to any contributions required by State Law.
2. Those teacher assistants and teacher aides who do not elect the above health insurance, may choose the "Opt-Out" plan of \$1000 as a reimbursement for single only medical expenses. The employee must have proof of alternative insurance coverage.

ARTICLE 12

EXTRA-CURRICULAR COMPENSATION

The following extra-curricular assignments shall be compensated as set forth herein for the school year.

	2013 - 2016
A. Intramural Coaches	\$1115
B. Yearbook Advisor	\$2033
C. Interscholastic Coaches	\$2033
D. Club Advisors	\$1115
E. Eighth Grade Class Trip	\$244
F. Acting Principal (per day)	\$141
G. Home Instruction	\$35 / hr
H. *Nurse's Stipend	*\$3100

* The Nurse's Stipend shall be eliminated upon the retirement of the current school nurse from that position.

ARTICLE 13

SALARIES

- A. The salaries for the 2013 - 2016 school years of all unit members included in the collective bargaining unit represented by the Association shall be as set forth in schedules hereto and made a part included hereof.
- B. In the event that a teacher expects to become eligible for horizontal movement on the salary schedule by attaining a higher academic level, he/she shall notify the

Superintendent of such expectation by October 31 of the calendar year preceding the school year in which such eligibility shall become effective.

Upon actual attainment of such higher academic level, such teacher shall present proof thereof to the Superintendent. In the event such teacher shall have provided the notification and the proof of the attainment of a higher academic level, as required herein, he/she shall be placed on his proper place on the salary schedule on August 31 or January 31 whichever date occurs first after proof of such attainment has been presented.

- C. Teachers may elect at the commencement of the school year to participate in the summer pay plan. Teachers so electing the summer pay plan shall have a percentage of their monthly salary deducted from their pay and deposited in an account to their individual credit with the South Jersey Federal Credit Union.

ARTICLE 14

EVALUATION

- A. Frequency and Duration

Each tenured professional staff member will receive at least one formal observation with one formal written evaluation during the year. Each non-tenured professional staff member will receive at least three formal observations/evaluations during the year. Upon request, any professional staff member shall receive an additional formal observation with one formal written evaluation during the year. The observation period of each occasion shall not be less than one complete subject lesson.

- B. Observation/Evaluation Reports

The formal observation/evaluation report will be written by the supervisor and will be followed by a conference within ten school days between the supervisor and the person being evaluated. It is recommended that such conferences occur within five (5) school days. Copies of the written document shall be supplied to both parties at least two (2) school days before the conference and shall be incorporated into the employee's personnel file. Each teaching staff member shall receive copies of all evaluations forms to be used by October 1 of each school year.

- C. Teacher Response

The professional staff member being evaluated shall have the right to submit a written response and/or any additional performance data which has not been included in the annual written performance report within ten (10) school days following the conference. Such response and/or additions will be attached to the evaluation record by the supervisor.

D. Final Evaluation

The final end-of-year evaluation of tenured teaching staff members shall include a final summary of the staff member's yearly performance and the evaluator's recommendations. A Professional Improvement Plan shall be developed at the annual summary conference in accordance with the State's rules and regulations for tenured teaching staff members evaluation. Time shall be made available during the teacher work day, including preparation-consultation periods under Article 3.C.1. and 2. above for the purpose of carrying out the summary conference.

E. Achieve NJ Law

The above provisions shall remain in effect as long as the same are not superseded by regulations adopted under the Achieve NJ Law.

ARTICLE 15

AGENCY SHOP

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may be set up to

85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be adjusted to the maximum allowed, said adjustment to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those unit members who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such unit members, in accordance with paragraph 2, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each unit member on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid.

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid to said employee during the membership year in question.

3. Termination of Employment

If an unit member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all unit members who began their employment in a bargaining unit position during the preceding (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification

The Association will indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this Article.

ARTICLE 16

CUSTODIAN/MAINTENANCE TERMS AND CONDITIONS OF EMPLOYMENT

A. Work Year and Work Week

The custodian/maintenance staff shall work on a twelve (12) month schedule, consisting of a five (5) day work week. Any work performed beyond forty (40) hours in a week shall be paid at the rate of time and one-half.

B. Workday

The custodian/maintenance workday shall be eight (8) hours, inclusive of a half (1/2) hour duty-free lunch period.

C. Personal Leave

Custodian/maintenance staff members shall be entitled to up to three (3) days leave of absence with full pay per year for personal or business matters which require absence during working hours and cannot be taken care of at any other time.

D. Fair Dismissal

A custodial/maintenance employee may, upon notice of dismissal, request a hearing before the Board or, at its option, a Board Committee. The Board will provide the requested hearing and the custodian will have the right to be represented.

E. Holidays

Custodial/maintenance staff members will receive the following paid holidays:

- Independence Day
- Labor Day
- Columbus Day*
- New Year's Day
- Martin Luther King Day
- President's Day*
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Christmas Eve*
- Good Friday
- Easter Monday*
- Memorial Day

*If school is in session on any of these days, custodial/maintenance employees will be expected to work but will be given another paid day off to be designated by the administration and the Association.

If Christmas Eve falls on a Saturday, the holiday will be on Friday; if on Sunday, the holiday will be on Monday.

F. Vacations

Custodial/maintenance staff members will be entitled to paid vacations annually according to the following schedule.

Less than one (1) year at service by June 30	Pro-rated ten (10) days per year
One (1) to five (5) years completed by June 30	10 days
Six (6) to fifteen (15) years completed by June 30	15 days
More than fifteen (15) years completed by June 30	20 days

G. Black Seal License

Custodial/maintenance employees currently employed by the Magnolia School District who possessed a valid black seal licenses as of July 1, 2010 will continue to be paid an additional \$900 per year. However, new custodial/maintenance employees hired by the Magnolia School District shall not be entitled to this payment.

H. Salary (See Schedule B) - Custodians working the night shift shall receive 75 cents per hour night differential pay.

I. Other Terms and Conditions of Employment

1. All terms and conditions of employment of custodian/maintenance employees not specifically agreed upon herein will continue to be the same as those in effect during the 2003-2004 school year.
2. All maintenance/custodial employees will receive a minimum of one (1) performance evaluation per contract year. Should the employee disagree with the contents of their evaluation, they shall have the right to attach their own written statement to the evaluation within ten (10) school days of the evaluation document being issued to the employee.
3. In the event the day shift custodian is required to work beyond his assigned shift (which ends at 3 p.m.), said custodian shall be entitled to overtime applied to the night shift rate for the hours worked beyond his normal shift (i.e. after 3 p.m.).
4. The Board shall allow one (1) custodian to attend the NJEA convention one day per year. The Board reserves the right to require the employee to demonstrate they had attended the convention.
5. Custodial employees with ten or more years of service shall receive a yearly payment of five hundred-fifty dollars (\$550).

ARTICLE 17

SECRETARY WORKING CONDITIONS

- A. The secretarial staff shall work on a twelve (12) month schedule consisting of a five (5) day, Monday through Friday, work week. When asked by an administrator to work beyond the normal work week, the rate of pay shall be time and one half (1 1/2).
- B. During the school year, the work year for secretaries shall follow the teacher school calendar. Secretaries employed on a twelve (12) month basis shall be granted July 4th and Labor Day as holidays. If July 4th falls on a weekend, either the proceeding Friday or following Monday, shall be granted as a holiday.
- C. The paid secretarial vacation schedule is as follows:

1 year of service - 5 days
2-4 years of service - 10 days
5-9 years of service - 15 days
10+ years of service - 20 days

- D. Secretarial/Clerk staff with ten or more years of service shall receive a yearly payment of seven hundred fifty dollars (\$750).

ARTICLE 18

PARAPROFESSIONAL WORKING CONDITIONS

- A. The term paraprofessional shall include teacher assistants and teacher aides. Lunch aides shall have non instructional duties.
- B. The paraprofessional staff shall work on a ten (10) month schedule consisting of a five (5) day, Monday thru Friday work week.
- C. Teacher aides and assistants shall work the same daily schedule as teachers (specified in Article 3 section 3.1). The lunchroom aides shall work during lunch time shifts.
- D. The work year for paraprofessionals shall be the same as the student calendar work year; however, the maximum number of days worked shall not exceed 184.
- E. Additional Compensation

When a certified paraprofessional is utilized as a substitute teacher, he/she shall be compensated at the rate of thirty (\$30.00) for one to three periods and at the rate of fifty (\$50.00) dollars for four or more periods, in addition to salary


Longevity for a Paraprofessional with ten or more years of service shall receive a yearly payment of five hundred fifty dollars (\$550.00)

ARTICLE 19

DURATION OF CONTRACT

THIS AGREEMENT shall be effective July 1, 2013 and shall continue in effect until June 30, 2013. IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their respective Presidents, attested to by their respective secretaries.

MAGNOLIA BOARD OF EDUCATION

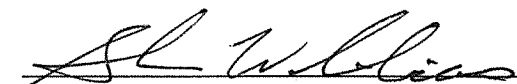


President



Secretary

MAGNOLIA SCHOOL EDUCATION ASSOCIATION



President

Secretary

2013-2014

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,537	50,349	51,161	51,973	52,988	53,800
2	50,342	51,154	51,966	52,778	53,793	54,605
3	51,109	51,921	52,733	53,545	54,560	55,372
4	51,887	52,699	53,511	54,323	55,338	56,150
5	52,695	53,507	54,319	55,131	56,146	56,958
6	53,193	54,005	54,817	55,629	56,644	57,456
7	53,693	54,505	55,317	56,129	57,144	57,956
8	55,419	56,231	57,043	57,855	58,870	59,682
9	57,144	57,956	58,768	59,580	60,595	61,407
10	58,871	59,683	60,495	61,307	62,322	63,134
11	60,595	61,407	62,219	63,031	64,046	64,858
12	62,323	63,135	63,947	64,759	65,774	66,586
13	64,072	64,884	65,695	66,507	67,522	68,334
14	66,634	67,446	68,258	69,070	70,085	70,897
15	69,567	70,379	71,191	72,003	73,018	73,830

Magnolia Public School District
2014 – 2015

2%

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,537	50,349	51,161	51,973	52,988	53,800
2	50,342	51,154	51,966	52,778	53,793	54,605
3	51,109	51,921	52,733	53,545	54,560	55,372
4	51,887	52,699	53,511	54,323	55,338	56,150
5	52,695	53,507	54,319	55,131	56,146	56,958
6	53,400	54,212	55,024	55,836	56,851	57,663
7	54,014	54,825	55,637	56,449	57,464	58,276
8	55,626	56,438	57,250	58,062	59,077	59,889
9	57,350	58,162	58,974	59,786	60,801	61,613
10	59,077	59,889	60,701	61,513	62,528	63,340
11	60,802	61,614	62,426	63,238	64,253	65,065
12	62,529	63,341	64,153	64,965	65,980	66,792
13	64,278	65,090	65,901	66,713	67,728	68,540
14	66,840	67,652	68,464	69,276	70,291	71,103
15	70,117	70,929	71,741	72,553	73,568	74,380

Magnolia Public School
2015-2016

1.75%

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	49,537	50,349	51,161	51,973	52,988	53,800
2	50,342	51,154	51,966	52,778	53,793	54,605
3	51,109	51,921	52,733	53,545	54,560	55,372
4	51,887	52,699	53,511	54,323	55,338	56,150
5	52,695	53,507	54,319	55,131	56,146	56,958
6	53,400	54,212	55,024	55,836	56,851	57,663
7	54,021	54,832	55,644	56,456	57,471	58,283
8	55,626	56,438	57,250	58,062	59,077	59,889
9	57,350	58,162	58,974	59,786	60,801	61,613
10	59,077	59,889	60,701	61,513	62,528	63,340
11	60,802	61,614	62,426	63,238	64,253	65,065
12	62,529	63,341	64,153	64,965	65,980	66,792
13	64,278	65,090	65,901	66,713	67,728	68,540
14	66,840	67,652	68,464	69,276	70,291	71,103
15	70,343	71,155	71,967	72,779	73,794	74,606

Magnolia School District
2013-2014

2%

Salary Guide

Step	Cust	Lunch	Tch Asst	Tch Aides	Sect	Clerk
1	32,668	4,168	14,017	11,393	35,321	19,895
2	33,844	4,270	14,326	11,616	36,522	20,691
3	35,062	4,371	14,631	11,845	37,764	21,718
4	36,325	4,473	14,962	12,078	39,048	22,379
5	37,632	4,574	15,250	12,322	40,376	23,274
6	38,987	4,676	15,560	12,562	41,748	24,179
7	40,851	4,801	15,864	12,811	43,174	24,179
8	41,782	4,953	16,174	13,215	44,722	24,179
9	41,782	5,115	16,483	13,733	44,722	24,179
10	41,782	5,260	16,793	14,240	44,722	24,179
11	41,782	5,360	17,104	14,688	44,722	24,179
12	42,082	5,360	17,386	15,255	45,422	24,179
13	42,082	5,360	17,833	15,981	45,422	24,179

Magnolia School District
2014-2015

2%

Salary Guide

Step	Cust	Lunch	Tch Asst.	Tch Aides	Sect.	Clerk
1	32,668	4,168	14,017	11,393	35,321	19,895
2	33,844	4,270	14,326	11,616	36,522	20,691
3	35,062	4,371	14,631	11,845	37,764	21,718
4	36,325	4,473	14,962	12,078	39,048	22,589
5	37,632	4,574	15,250	12,322	40,376	23,274
6	38,987	4,676	15,560	12,562	41,748	24,179
7	40,851	4,801	15,864	12,811	43,174	24,179
8	42,082	4,953	16,174	13,215	44,731	24,179
9	42,082	5,115	16,483	13,733	44,731	24,179
10	42,082	5,260	16,793	14,240	44,731	24,179
11	42,082	5,360	17,104	14,688	44,731	24,179
12	42,082	5,460	17,386	15,255	45,422	24,179
13	42,482	5,460	18,060	16,148	46,122	24,179

Magnolia School District
2015-2016

1.75%

Salary Guide

Step	Cust	Lunch	Tch Asst.	Tch Aides	Sect.	Clerk
1	32,668	4,168	14,017	11,393	35,321	19,895
2	33,844	4,270	14,326	11,616	36,522	20,691
3	35,062	4,371	14,631	11,845	37,764	21,718
4	36,525	4,473	14,962	12,078	39,048	22,589
5	37,632	4,574	15,250	12,322	40,376	23,501
6	39,187	4,676	15,560	12,562	41,748	24,179
7	40,851	4,801	15,864	12,811	43,174	24,179
8	42,082	4,953	16,174	13,215	44,731	24,179
9	42,382	5,115	16,483	13,733	45,131	24,179
10	42,382	5,260	16,793	14,240	45,131	24,179
11	42,382	5,360	17,104	14,688	45,131	24,179
12	42,382	5,460	17,386	15,255	45,422	24,179
13	42,882	5,560	18,260	16,348	46,722	24,179

Magnolia School District

Longevity

2013-2016

For employees hired before **July 1, 2013**, upon completion of the following numbers of years' service in Magnolia and completion of the thirteenth step of the guide, the teacher will receive the following payment in addition to the annual salary provided in the salary guide above.

These increases are not cumulative.

2013-2016

11-14 yrs	\$1,500
15-19 yrs	\$2,350
20-23 yrs	\$3,200
24+ yrs	\$4,100

For employees hired after **July 1, 2013**, and upon completion of the following number years' service in Magnolia and completion of the thirteenth step of the guide, the teacher will receive the following payment in addition to the annual salary provided in the salary guide above.

These increases are not cumulative.

16- 20yrs	\$2,100
21-24yrs	\$3,000
25+ yrs	\$3,800