

AGREEMENT

between the

**BOARD OF EDUCATION OF THE BOROUGH OF
WATCHUNG**

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

July, 1995 - June, 1998

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PREAMBLE

This agreement is entered into this 15th day of May, 1995, by and between the Watchung Borough Board of Education, hereinafter called the "Board" and the Watchung Borough Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Watchung Borough Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract at the date of this agreement, on leave, or who come under contract within the duration of this agreement, including the following functions:

Category #1

Classroom Teachers
Learning Disabilities Specialists
Reading Teachers
Nurses
Guidance Counselors
Librarians
Speech Therapists
Social Worker
Supplemental Teachers

but excluding

Category #2

Secretaries
Custodial Staff and Supervisor
Teacher Aides
Superintendent of Schools
Principals
Board Secretary/Business Administrator
Psychologist

Any new job function(s) created by the Board shall be placed in either category (#1 or #2) and the Association shall be notified, in writing, as to the new job function(s)' category. Such placement shall be subject to negotiation if mutual agreement is not reached as to the placement of said job function(s).

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit.

ARTICLE II

NEGOTIATION PROCEDURE

1. The Watchung Borough Board of Education and the Watchung Borough Education Association agree to enter into collective negotiations consistent with the New Jersey Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment.
2. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
3. The number of negotiators from each party shall not exceed five (5) persons. Consultants, resource persons and legal counsel may be added by either party. Notice is to be given at least 48 hours prior to a meeting whenever possible.
4. Meetings between both parties will be held as frequently as needed to carry out the intent of Chapter 123, Public Laws of 1974. At the conclusion of each meeting, the next meeting will be scheduled by mutual agreement.
5. Meetings shall begin at 8:00 P.M. and be no longer than three hours in duration unless extended for a set period of time by mutual agreement of both parties. The starting time of meetings may also be changed by mutual agreement of both parties.
6. An agenda for the following meeting shall be decided upon prior to the adjournment of each meeting by agreement of both parties. Both the Board and the Association shall, whenever possible, provide each other with written proposals of items to be discussed at least 48 hours prior to a scheduled meeting.
7. This procedure shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
8. Representatives of the Board and the Association's negotiating committee shall meet from time to time for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.
9. Each party agrees that a written copy of any information regarding the negotiation proceeding will be provided to the other party prior to the publication of such release.

ARTICLE III

GRIEVANCE PROCEDURE

A. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A grievance shall mean a claim by an employee (1) that there has been as to him or her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to Board policy, administrative practice or decisions, governing or affecting him or her. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" or "grievant" is the person, or persons, or the Association making the claim.
3. A "party in interest" is the person, or persons, making the claim and any person including the Association who is involved in the grievance.

C. Procedure

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. A grievance to be considered under this procedure must be initiated by the aggrieved person within sixty (60) calendar days of its occurrence.
4. The Association shall become involved at any or all levels of the grievance procedure.

ARTICLE III: GRIEVANCE PROCEDURE (Con't)

5. All grievances may be carried through all levels of this grievance procedure.
6. Level One
 - a. A teacher with a grievance shall notify his or her principal or, in a building which has no principal, the Superintendent, either directly or through the Association's designated representative. Within five (5) school days from the date he/she receives such notification, the principal or the Superintendent shall discuss the problem in good faith with the grievant with the objective of resolving the matter informally.
 - b. The principal shall notify the teacher orally of the disposition of the grievance within five (5) school days after such discussion.
 - c. In the event that the grievant is not satisfied with the disposition of his or her grievance, or in the event that he/she does not receive notice of its disposition within five (5) school days after having notified his or her principal of the grievance, he/she may, within five (5) school days after receiving the notice of disposition, file a written grievance with his/her principal.
 - d. Within five (5) school days after receiving the written grievance, the principal shall render a written decision to the grievant.
7. Level Two
 - a. If the grievance is not resolved to the satisfaction of the grievant, he/she may file the grievance in writing of the decision from Level One with the Superintendent of Schools within five (5) school days after having received the written decision from Level One.
 - b. The Superintendent, or his/her designee, shall represent the administration at this level of the grievance procedure. Within five (5) school days after having written grievance and decision from Level One is filed at Level Two with the Superintendent, the Superintendent shall hold a hearing on the grievance.
 - c. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing.
 - d. In the event the building has no principal, Level Two will be omitted in that building. The Superintendent shall render a written decision to the grievant at Level One within five (5) school days after receiving the written grievance.

ARTICLE III: GRIEVANCE PROCEDURE (Con't)

8. Level Three

- a. In the event that the grievant is not satisfied with the disposition of his or her grievance at Level Two, or in the event that no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing, the grievant may appeal the grievance to the Board by notifying the Superintendent in writing.
- b. The Board shall meet with the grievant within ten (10) school days after the appeal is filed to review the relevant facts presented at Level Two.
- c. The Board shall render a written decision on the grievance within fifteen (15) school days after the meeting.

9. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or in the event that the Board does not render a decision within fifteen (15) school days after having met with the grievant, he/she may, within five (5) school days after being notified of the decision by the Board, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is valid, it may submit the grievance to arbitration by so notifying the Superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.
- b. The Board and the Association shall then attempt to agree on an arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request for arbitration is received by the Superintendent, then the parties shall jointly request the American Arbitration Association to select an arbitrator pursuant to its rules and procedures.
- c. The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The arbitrator shall issue his or her recommendations within thirty (30) calendar days after he/she has concluded the hearings.
- d. The arbitrator's decision and award shall be in writing and shall be non-binding on either party.
- e. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE III: GRIEVANCE PROCEDURE (Con't)

D. Rights of Teachers to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) of his or her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the principal (or, in a building with no principal, the Superintendent). The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved does not wish to do so.
2. Copies of all documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
3. In consultation with the Association, the Superintendent shall develop forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents. These forms shall be available to all staff.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A.
1. The Board agrees to furnish to the Association in response to reasonable requests from time to time a register of certificated personnel, tentative budgetary requirements and allocations when feasible in the opinion of the Board, agendas and minutes of all public Board meetings, census data, and names and addresses of all teachers.
 2. The Association shall be provided with four (4) copies of the currently approved budget no later than one (1) week after it is placed on file in the Board Secretary's office.
- B. Whenever, by agreement of the Board and the Association, any representative of the Association or any teacher is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.
- C. Representatives of the Association, the Somerset County Education Association and the New Jersey Education Association, the National Education Association, and the insurance programs, mutual fund programs and other such agencies from which the Association would like to obtain information, shall be permitted to transact official Association business, other than meetings as covered by Paragraph D on school property at all reasonable times, provided that this shall not interfere with, or interrupt, normal school operations. All such representatives shall follow the established procedures that all visitors to the school report to the building principal's office before transacting their business.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Superintendent.
- E. The Association shall have the right to use for its purposes school facilities and equipment, including typewriters, copier machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association meeting notices. The location of Association bulletin boards in each room shall be mutually agreed upon by the Association and the building principals. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be requested.

ARTICLE IV: ASSOCIATION RIGHTS & PRIVILEGES (Cont')

- G. The Association shall have the right to use the inter- and intra-school mail boxes for distribution of materials to teachers without the approval of building principals or other superiors.
- H. At the discretion of the building principal, the President of the Association may be allowed to leave his/her respective building immediately following bus dismissal for purposes of conducting Association business.

ARTICLE V

WATCHUNG INSTRUCTIONAL COUNCIL

- A. The purpose of the Council shall be to strengthen the education program of the school district through study and recommendations of how to best meet the needs of the students, the school, and the community. The Council may consider such matters as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding educational programs.
- B. The Council shall convene as cause arises, at the request of the Board of Education the Administration or the Teaching Staff, with the mutual consent of all parties'. Membership on the Council shall be flexible, according to the specific needs addressed, but will include at least one representative each, as selected by the Board, by the Administration, and by the Watchung Borough Education Association.
- C. A report on the findings and/or recommendations of the Council shall be submitted in writing to the Board and the Staff. The Board, through its Administrators, shall respond in a reasonable time thereafter, indicating its disposition of the report.
- D. The Board shall appropriate up to \$200.00 to the Council for expenses with its work. Additional expenses must be approved in advance.
- E. The Council shall encourage the initiation of ideas and projects, and shall seek information for its deliberations from all parties interested in the educational programs of the school district.

ARTICLE VI

TEACHING LOAD

A. Work Year

1. The school calendar shall be set forth annually by the Board and shall be presented to the Association no later than June 1 of the current year. Prior to adoption, the Association shall be allowed to bring to the attention of the Board, through the Superintendent, any date, or dates, that it feels should be considered as non-school days.
2. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred ninety (190) days. The in-school work shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.
3. A part-time teacher is a teacher who works less than full time.
4. The Board of Education has responsibility for the administration of the school calendar. Additional days required to fulfill State requirements will be added at the discretion of the Board of Education.

B. The teacher's work day shall not exceed seven (7) hours for full time teachers, except where their presence is required at faculty meetings, workshops, and other such meetings scheduled by the administration. On Fridays, P.T.O. nights, and the days preceding holidays, teachers may leave at the close of the school day. Teachers shall remain in school at least until the last bus has departed.

C. Based on the Board of Education's current year's Budget Plans, teachers will not be required to perform the following duties except in emergencies as determined by the administrators and/or the Board of Education.

1. Supervision of the outside loading and unloading of children on school buses at Valley View School and the unloading of children at Bayberry School.
2. Playground supervision of children before school and following the lunch period.
3. Classroom custodial responsibilities beyond the normal, reasonable care of the room as determined by the building principal.

ARTICLE VI: TEACHING LOAD (Con't)

D. Lunch Period

Teachers employed for 3 1/2 hours per day or more shall have a duty free lunch period of 30 minutes. Special schedules for part time teachers may be agreed upon by the individual teacher to allow part time people the option of concentrating hours in one or more days without a lunch period.

E. Preparation Periods

1. Full time teachers in grades Kindergarten through 8 shall have at least one (1) preparation period per day. Part time teachers will be entitled to a pro-rated preparation period based upon the current preparation time of the full time teacher as scheduled in the school in which they teach.
2. When a teacher is not available for work, every effort will be made to obtain a substitute. However, it is understood that obtaining a substitute to cover only 1 or 2 periods is normally not practical.

F.

1. Teachers shall receive written notice of their grade level and/or subject assignment for the forthcoming year no later than the end of each school year.
2. In the event of a change in the above assignment, the teacher shall be notified in writing.
3. The Board will agree to provide one (1) paid day of summer employment for employees transferred to a different room after July 1 and before September 1.

ARTICLE VII

PERSONNEL FILE

A. File

A teacher shall have the right, upon request, to review the contents of his/her official personnel folder, maintained by the Superintendent's office, except for letters of reference, but to include letters from parents.

B. Obsolete Material

Within a three-year period, a teacher will be entitled to review and indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, or his designee, and if the Superintendent, or his designee, agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

C. Derogatory Material

No material derogatory to a teacher's conduct, service, or character or personality shall be placed in his/her personnel file without notification to the teacher. The teacher shall then have an opportunity to review the material and shall acknowledge such opportunity by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent, or his/her designee, and attached to the file copy.

D. No Separate File

Although the Board agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents, it shall not establish any other separate personnel file which is not available to the teacher's inspection. However, the Principals and/or Superintendent may continue to keep anecdotal notes which will be for their exclusive use as an aid in writing evaluations. The notes are not to be considered as a part of the teacher's official personnel file.

ARTICLE VII: PERSONNEL FILE (Con't)

E. Right to Know

When a teacher is asked by the Superintendent, or his designee, for an assessment of an accusation made against him or her, the teacher has the right to know the name of the party registering the complaint. An accusation is defined as "being accused of a misdeed, an injustice, wrongdoing, or error in judgment." When a complaint made against a teacher by a party becomes a part of his or her personnel file, the teacher has the right to know the name of the complainant. In any of the above instances, complainants should be encouraged to follow Board Policy #2005. (Chain of Command)

F. Termination of Employment

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance.

ARTICLE VIII

TEACHER EVALUATION

A. Nontenured Teachers

1. Nontenured teachers shall be observed by the building principal, or in a building with no principal, the Superintendent, at least three (3) times in each school year, to be followed in each instance by a written observation report and by a conference between the teacher and the administrator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The final observation will occur no later than March 16. The dates of these observations may be waived by mutual agreement between the Board and the Association. Such observation in each instance shall consist of at least one period of at least 30 minutes in classroom observation. If a teacher is employed after the beginning of the school year, the observation dates and intervals will be pro-rated.

B. 2. General Procedure (All Teachers)

1. All observations of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher.
2. A teacher shall be given a copy of any observation report at least one day before any conference to discuss it. The written observation shall be completed and in the teacher's possession within five (5) school days after the observation. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
3. The written observation is to be signed by the teacher before it is placed in the teacher's personnel file. At the teacher's discretion, the teacher may append a signed statement to the written observation.
4. The written reports shall include:
 - a. Strengths of the teacher
 - b. Weaknesses of the teacher
 - c. Specific suggestions as to measures which the teacher might take to improve the teacher's performance in each of the areas wherein weaknesses have been indicated.

C. Specific Procedures

1. Refer to Teacher Evaluation Policy and Process Manual.
2. Teacher Evaluation Process Manual to be annually reviewed by the administration and teachers.

ARTICLE VIII: TEACHER EVALUATION (Con't)

D. Evaluation and Observation Timelines:

1. Observations

<u>Category</u>	<u>Minimum No./Year</u>	<u>Suggested Time Frame</u>
Non-Tenure	3	Prior to: 12/19, 2/16, 3/16
Tenure	1	Prior to: 3/3

2. Evaluations

Annual Written Performance Report (Prior to April 1)

Post-Evaluation Conference (Prior to April 1)

Purpose:

Review of performance

Review of available indicators of pupil progress and growth toward the program objectives to be addended to the Annual Performance Report in consultation with the staff member.

Evaluation Reports forwarded to the Superintendent (Prior to April 1)

Notification to teachers of employment status - May 15

Preparation of Professional Improvement Plan: 3/3 to close of school year.

ARTICLE IX

EXTRA CURRICULAR ACTIVITIES

- A. An extra curricular activity is an activity offered to a group of pupils in more than one class which meets on a frequent and regular schedule outside of regular school hours.
- B. Any compensated morning activity must be completed by the time established by the administration.

SET FEE ACTIVITIES

- A. The Board of Education agrees to pay the salaries listed below for extra-curricular activities approved by the Superintendent of Schools.
- B. Any new inclusion to the following list will be negotiated between members of the Board and the WBEA negotiating committee. A corresponding salary will be established.
- C. The level of effort for each set fee activity shall be mutually defined by the teacher, a representative of the WBEA and the Principal, and, if necessary, the Superintendent, to assure satisfactory results.

SET FEE ACTIVITY	1995-96	1996-97	1997-98
GR.5-8 Boys' Basketball	2200.00	2200.00	2400.00
Gr. 5-8 Girls' Basketball	2200.00	2200.00	2400.00
Gr. 5-8 Boy's & Girls' Track & Field (2 people permitted)	1300.00	1300.00	1500.00
Cheerleader Advisor	950.00	950.00	1000.00
Girls' Softball	1300.00	1300.00	1500.00
Boys' Baseball	1300.00	1300.00	1500.00
Coord. of Extra Curr. Act.	1385.00	1385.00	1485.00
Jump Rope Team	900.00	900.00	900.00
Yearbook Advisor- Max of one person - computer produced	1300.00	1300.00	1500.00
Photographer - Yearbook & District	500.00	500.00	600.00
Student Council (2)	1450.00	1450.00	1550.00
Ski Club (Max 2 people)	908.00	908.00	1000.00
Valley View Theater Productions:			
Director	1050.00	1050.00	1200.00
Assistants (2)	850.00	850.00	1000.00
Gym Supervisor-per home contest	28.00	28.00	30.00
Chaperone: Supervision of school related activities as required by administration	20.00	20.00	21.00
Family Math, Family Science, Technology	475.00	475.00	550.00

Article IX Extra Curricular Activities (Cont.)

UNIT FEE ACTIVITIES

Unit fee activities are based upon a unit schedule of 10 sessions of 1-1/2 hours in duration. No fewer than 5 sessions of a unit may be offered with the rate of pay prorated. The Superintendent, in consultation with the Principal and the teacher who will conduct the activity, will establish the number of units for each activity. New proposals for new unit fee activities will be submitted to the WBEA for determination of eligibility for the Unit Fee category. Unit fee activities may be put into effect at any time and be compensated as described above. Activities may be suggested by staff, parents, administrators, Board members, or other interested persons, but only the Board of Education has the authority to determine whether or not the activity be offered. No teacher can be assigned to sponsor an activity in this category if he/she does not wish to do so. If it is determined that the activity belongs in the Set Fee category, that compensation will be negotiated. Compensation per unit will be:

<u>95 - 96</u>	<u>96 - 97</u>	<u>97 - 98</u>
\$265.00	\$283.00	\$300.00

The following is a list of Unit Fee Activities that have been approved by the Board and the Association. The number of units indicated is the number of units awarded for the activity the last time it was offered. The number of units can be changed, if necessary, through consultation as described in the first paragraph. The activity may be offered in either school.

VALLEY VIEW BOYS AND GIRLS ACTIVITIES

- 8 Units - Activities May Vary
- Flag Football 2 units
 - Floor Hockey 1 unit
 - Basketball 1 unit
 - Soccer 1 unit
 - Field Hockey 1 unit
 - Basketball 1 unit
- (Fall Intramural)

BAYBERRY FALL OR SPRING ACTIVITIES

- 8 individually offered units each season of selected athletic games and activities grouped according to:
- Early Primary 1 unit
 - Middle Primary 1 unit
 - Middle Primary 1 unit
 - Upper Primary 1 unit

Article IX: Extra Curricular Activities (Cont.)

OTHER ACTIVITIES

Photography Club	1 unit
Computer Club	2 units
Stock Market Club	3 units
Newspaper W	4 units
Forensic Club	2 units
Geography Club	3 units
Literature & Art	.5 unit
Foreign Language Club	1 unit
Environmental Club	2 units
Jazz Band	4 units
Jump Rope Club	1 unit
Calligraphy	.5 unit
Woodcraft	.5 unit
Arts & Crafts	.5 unit
Literature	.5 unit
Drama	1 unit
Bookmaking	1 unit
School Newspaper(BB)	1 unit
Bayberry Buying Booth	3 units
Peer Mediation Coord.	3 units
EPIC Coordinator	3 units

ARTICLE X

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth herein; the salaries of supplemental teachers shall be paid as described below. Salaries of teachers who work less than, or more than, the full school year shall be prorated.
1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, ten (10) equal monthly installments, or twenty four (24) approximately equal semi-monthly installments.
 2. Teachers may individually elect to have up to ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in a savings account for the teachers and the account book shall be kept by the bank at the disposal of the teachers.
 3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
 4. Teachers shall receive their final June check and pay schedule for the following year on the last working day in June.
 5. All teachers shall be given notification of renewal or non-renewal of the contract for the following school year no later than May 15th of each year, and the teachers shall thereafter notify the Board of intention to accept or reject such contract, if offered, within two weeks after receipt of such notice.
 6. Upon employment, the Board shall determine on which step of the guide a teacher will be placed, plus credit for military service up to four (4) years. The Board may give credit for any other experience at its own discretion.
 7. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal under the law.
 8. Withholding of increments is not to be construed in any way to be a merit salary guide.

ARTICLE X: SALARIES (Con't)

- B. Salary adjustments for teachers who accrue credits for a higher level of training shall be as follows:

One-half of the annual credit increment will be paid effective January 1st when courses are completed in the fall semester.

Full credit increment will be paid when courses are completed during the spring semester and summer session, effective September of the new school year.

An official transcript of satisfactory completion of courses must be received by the Superintendent before an adjustment in salaries is approved by the Board of Education.

- C. Summer School

Summer school compensation shall be established by mutual agreement of the Board of Education and WBEA if summer school is reinstated.

Payment for the pre-kindergarten summer program teaching responsibilities consisting of two hours a day for twenty (20) days shall be the following rate:

1995-96	\$1525
1996-97	\$1550
1997-98	\$1575

- D. Summer Curriculum

Summer curriculum committee member pay shall be at \$75 per half day session. The administration reserves the right to recommend additional days needed to complete the curriculum guides.

- E. Supplemental Teachers

Supplemental teachers shall continue to be compensated on an hourly basis. Continuance of said hourly rate of compensation shall in no way prejudice any rights the supplemental teachers may have under the law. The salaries shall be increased by the percentage increase as the salary guides in each year of the contract.

Hourly Rate of Compensation:

1995-96	\$31.25
1996-97	\$32.50
1997-98	\$34.00

ARTICLE X: SALARIES (Con't)

TEACHER SALARY GUIDE 1995-96

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-YEAR</u>
1	32,200	34,400	35,500
2	33,497	35,862	36,937
3	34,613	36,942	38,107
4	35,447	37,956	39,218
5	37,000	39,975	41,236
6	38,619	41,741	43,003
7	40,200	44,163	45,905
8	41,812	45,400	47,419
9	43,078	47,080	48,933
10	44,908	48,832	50,447
11	46,783	50,649	52,213
12	51,617	55,541	57,131
13	56,471	59,966	61,768
14	61,325	64,390	66,404
15	64,865	70,241	72,677

A. Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and undergraduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation. All course credits must be earned subsequent to the Bachelor's Degree to qualify for additional compensation.

B. Course Credits:

B.A. + 12	\$375.00	M.A. + 12	\$375.00
B.A. + 24	\$725.00	M.A. + 24	\$725.00
B.A. + 36	\$850.00	M.A. + 30	\$1050.00
		6 Yr. Level	as described in C. below

Course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with written approval of the college which leads to an educationally defined objective such as, but not limited to, a specialist degree, six-year level certificate, or doctorate degree.

D. Doctorate:

Any teacher who has earned a doctorate from a college or university whose accreditation is accepted by the Board of Education shall receive an additional \$2,000.00 above the step for which he/she qualifies on the six-year level.

ARTICLE X: SALARIES (Con't)

E. Service Increment:

25 years teaching:	20 years in the District	\$1450
20 years teaching:	15 years in the District	\$1250
20 years teaching:	10 years in the District	\$1000
16 years teaching:	10 years in the District	\$800
20 years teaching:	Less than 10 years in the District	\$400

TEACHER SALARY GUIDE 1996-97

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-YEAR</u>
1	33,000	34,800	36,000
2	34,200	36,400	37,500
3	35,497	37,862	38,937
4	36,613	38,942	40,107
5	37,447	39,956	41,218
6	39,000	41,975	43,236
7	40,619	43,741	45,003
8	42,200	46,163	47,905
9	43,812	47,400	49,419
10	45,078	49,080	50,933
11	46,908	50,832	52,447
12	51,798	55,664	57,228
13	56,632	60,556	62,146
14	61,486	64,981	66,783
15	66,865	72,241	74,077

A. Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and undergraduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation. All course credits must be earned subsequent to the Bachelor's Degree to qualify for additional compensation.

B. Course Credits:

B.A. + 12	\$375.00	M.A. + 12	\$375.00
B.A. + 24	\$725.00	M.A. + 24	\$725.00
B.A. + 36	\$850.00	M.A. + 30	\$1050.00
		6 Yr. Level as described in C. below	

Course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with written approval of the college department chairman which leads to an educationally defined objective such as, but not limited to, a specialist degree, six-year level certificate, or doctorate degree.

D. Doctorate:

Any teacher who has earned a doctorate from a college or university whose accreditation is accepted by the Board of Education shall receive an additional \$2,000.00 above the step for which he/she qualifies on the six-year level.

E. Service Increment:

25 years teaching:	20 years in the District	\$1450
20 years teaching:	15 years in the District	\$1250
20 years teaching:	10 years in the District	\$1000
16 years teaching:	10 years in the District	\$800
20 years teaching:	Less than 10 years in the District	\$400

TEACHER SALARY GUIDE 1997-98

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-YEAR</u>
1	34,000	35,500	36,800
2	35,000	36,800	38,000
3	36,200	38,400	39,500
4	37,497	39,862	40,937
5	38,613	40,942	42,107
6	39,447	41,956	43,218
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14	61,632	65,556	67,146
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		6 Yr. Level as described in C. below	

Course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with written approval of the college department chairman which leads to an educationally defined objective such as, but not limited to, a specialist degree, six-year level certificate, or doctorate degree.

D. Doctorate:

Any teacher who has earned a doctorate from a college or university whose accreditation is accepted by the Board of Education shall receive an additional \$2,000.00 above the step for which he/she qualifies on the six-year level.

E. Service Increment:

25 years teaching: 20 years in the District	\$1450
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16 years teaching: 10 years in the District	\$800
20 years teaching: Less than 10 years in the District	\$400

ARTICLE XI

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the Watchung Borough Education Association, the Somerset County Education Association, the New Jersey Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA 52:14-15 and under rules established by the State Department of Education.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and instructional materials related to courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration.
- B. A teacher who is mandated by New Jersey State regulations to take a course(s) in the areas in which he/she is currently employed, and such course(s) are not available at a New Jersey public institution of higher education, will be reimbursed for tuition for the course(s) at the full cost. Such courses are subject to provisions C1 and C2 of this article.
- C. Any teacher desiring to take any course(s) for his or her own professional improvement, shall be reimbursed at the full rate charged by a New Jersey public institution of higher education. If the course is not available at a New Jersey institution, then the Board will reimburse at the New Jersey State institution rate, plus fifty (50%) percent of any tuition charged in excess of such rate. These provisions for such course(s) shall be subject to the following conditions:
1. Course(s) must be approved in advance by the Superintendent.
 2. The teachers shall complete the course successfully. The standards for successful completion shall be those of the institution at which the course is taken and an official transcript certifying said completion shall be submitted to the Superintendent.
 3. A maximum of 12 credits per teacher per year (12 months) will be allowed. Six (6) credits maximum per semester.
 4. A teacher must be on staff the semester after the course is completed, except when the teacher leaves involuntarily or the Superintendent recognizes extenuating circumstances.
- D. The Board shall pay the rate of ten (10) dollars per day for a maximum of two (2) days to each teacher who attends the New Jersey Education Association Convention.

ARTICLE XIII

SICK LEAVE

- A. As of September 1, 1980, all teachers employed as of the first official day of each school year, shall be entitled to twelve (12) sick leave days whether or not they report for duty that day. Unused sick leave shall be cumulative.
- B. Additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- D.
 - 1. Unused sick days will accumulate at regular yearly intervals.
 - 2. Reimbursement at retirement for accumulated unused sick days is capped at 200 days.
 - 3. The total number of accumulated sick days will remain available for the teacher to use in case of illness.
- E. Payment upon retirement for unused sick leave: In recognition of service, those staff members who choose to retire at the end of the 1995-96 school year only will receive the following accumulated sick leave rate.

1995-96 \$100 per day up to the limit

For the successive years listed, the following rates will apply:

1996-97 - \$60 per day for sick leave accumulated prior to 1996-97
\$60 per day for sick leave accumulated in 1996-97

1997-98 - \$60 per day for sick leave accumulated prior to 1997-98
\$60 per day for sick leave accumulated in 1997-98

The retiring staff member will receive a lump sum payment and be responsible for paying all State, Local, and Federal taxes and FICA payments. The employee may elect a lump sum payment at the time of retirement or on January 1 of the year following the effective date of retirement. In the event that the employee predeceases the payment, payment shall be made to the estate.

- F.
 - 1. In order to be eligible for the retirement benefit, the Board must be notified in writing of the intent to retire by February 15 of the year in which the teacher intends to retire. The year of retirement is the year in which the person was actually performing contracted duties. In the case of a **bona fide** emergency, this notification requirement could be waived at the Superintendent's discretion in consultation with the Board.

2. The Board Office must complete and submit the "Certification of Service and Final Salary" to the Division of Pensions, Bureau of Retirement, or be in receipt of the request of the request for such action from the Pension Fund.
3. The reimbursement due will be paid upon the receipt of a copy of the Resolution of the Governing Board of the Teachers' Pension and Annuity Fund in the Board Office as long as this "Notice of Retirement Approval" is received within one year of the retirement date.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1972-73 school year, teachers shall be granted the following temporary, non-accumulative leaves of absence with full pay each year:
1. Up to three (3) days of absence for legal, business, household, medical or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for such leave shall be made, in writing, at least three (3) days before taking such leave (except in emergencies). The application for such leave shall certify that the matter requires absence during school hours, but need not state the reason for taking such leave. No personal days will be available on the day before or after the following vacations: Thanksgiving, December, February, and April. In the case of a bona fide reason, this limitation can be waived at the Superintendent's discretion.
 2. Days at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 5. Up to five (5) days in the event of illness of a teacher's spouse, child, parent, or any other relative of the immediate household that requires the attendance of the teacher.
 6. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, brother, sister, or spouse's parent or any other relative of the immediate household.
 7. Up to two (2) days per year for attendance at funerals of friends or relatives not covered in Paragraph 6.
 8. Other extension of a specific leave of absence with pay may be granted by the Board for good reason.
- B. Leave time and pay for temporary active duty of any unit of the U.S. Reserves or the State National Guard, shall be provided as required by law, provided such obligations cannot be fulfilled on days when school is not in session.
- C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV: TEMPORARY LEAVES OF ABSENCE (Cont)

- D. Unused personal days shall be included with accumulated sick days to be paid at retirement. Unused personal days will be accumulated and be part of the sick day bank reimbursed at the same rate. Maximum combined accumulation is 200 days. Those unused personal days will begin accumulating with the commencement of the 1992-93 contract. Accumulation of unused personal days will be for remuneration only.

Footnote to Article XIV

Article XIV A-2 of the 1979-80 Agreement deleted in compliance with the law. The Association agreed with the stipulation that if the law is reversed, the paragraph will be reinstated: "Days for observance of religious holidays appearing on the list published by the State Board of Education shall be granted upon request."

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay for one (1) or two (2) school years shall be granted to any one tenured teacher at only one time who joins the Peace Corps, VISTA, or National Teacher Corps; or serves as an exchange teacher, overseas teacher, and is a full time participant in either of such programs; or accepts a Fulbright Scholarship, or teaches in an accredited college or university.

B. Military leave shall be granted as provided by law.

C. Child Care Leave

A teacher may request a leave of absence for child care, without pay, and such leave shall be granted by the Board subject to the following provision. It shall be the obligation of the teacher to notify the Superintendent, in writing, of his or her intention to take child care leave, 60 days prior to when the leave is expected to commence. A child care leave shall be limited to a maximum of two years. If all or part of the second year is requested, the Board may, at its discretion, require the teacher to return at the beginning of the nearest school year.

D. Maternity Leave

Maternity leave shall be defined as the actual period of disability due to pregnancy or a related illness. Maternity leave will be routinely given for the two month period surrounding the teacher's due date. Any additional claim of disability would require a physician's signature. Accumulated sick leave may be used for maternity leave at the discretion of the teacher involved.

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

- F.
1. Upon return from leave granted, pursuant to Section A or B of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C of this Article. Granting of increment credit for time spent on a leave pursuant to Section D of this Article shall be at the discretion of the Board.
 2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, if and when such leave becomes part of this Agreement, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a position within his/her certification.

ARTICLE XV: EXTENDED LEAVES OF ABSENCE (Cont')

- G. Requests for, and approval of, all leaves and extensions or renewals of leaves shall be in writing.
- H. A teacher whose leave of absence terminates during the current school year shall notify the Superintendent by February 1st of that year of his/her intention to return to active employment for the following school year. Failure to do so shall be construed as intention not to return.
- I. Supplemental teachers shall be entitled to all provisions of the Article, excepting Paragraph A.

ARTICLE XVI

INSURANCE PROTECTION

Health Care Insurance - Will be changed as per State directive:

As of the beginning of the 1972-73 school year, the Board will provide the health care insurance protection, as outlined in the New Jersey State Health Benefits Plan, henceforth referred to as State Plan, and as designated below. The Board shall pay the full premium for each qualified teacher and in cases where appropriate, the Board will pay full premium for spouse and dependents. To be qualified, a teacher must be employed at 3/5 or more of full-time salary. Any teacher on the 1969 staff who has received insurance benefits, but who does not qualify under 3/5 or more salary requirement, shall continue to receive insurance benefits.

- A. The Board will make payment of insurance premiums to provide insurance coverage for teachers commencing with the starting date of their teaching contract and ending August 31st, subject to the following conditions:
 - 1. When an employee is new to the system and is maintaining, or plans to acquire, health care insurance for the initial 60-day waiting period required by the State Plan, the Board will reimburse the cost for a private coverage plan that provides coverage commensurate with the State Plan.
 - 2. The maintaining, or acquisition of this coverage for 90 days and submission of paid receipts for reimbursement, is the responsibility of the employee.
 - 3. Enrollment in the State Plan is the responsibility of the Board of Education upon the employee's submission of an enrollment application.
- B. Provisions of the State Plan are detailed in the master policy and shall include, but not necessarily be limited to:
 - 1. Hospital room and board and miscellaneous costs
 - 2. Rider "J"
 - 3. Outpatient care
 - 4. Pre-admission testing
 - 5. Extended basis outpatient benefits
 - 6. Maternity costs
 - 7. Surgical costs
 - 8. Major medical coverage
 - 9. Transfer provisions upon retirement
- C. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher, in the form of a booklet, a description of the State Plan.

ARTICLE XVI: INSURANCE PROTECTION (Con't)

- D. The Board has the right to pursue comparable health insurance coverage with a recognized health insurance carrier and submit same to WBEA for approval.

Disability Income Insurance

As of July 1, 1973, the Board will provide disability income protection, as outlined in the Union Mutual Life Insurance Company master contract, henceforth referred to as Disability Plan, and as designated below. The Board shall pay the full premium for each qualified teacher to the time stated in B.3 below. To be qualified, a teacher must be employed at 3/4 or more of full time.

- A. Any qualified teacher on the 1972-73 staff shall be eligible as of July 1, 1973. Future qualified teachers will be eligible on the first day of active employment (i.e. new teachers employed for 1973-74 will be eligible on the first day of school).
- B. Provisions of the Disability Plan are detailed in the master policy and shall include, but not necessarily be limited to:
1. Elimination period
 - Accident - 180 days
 - Sickness - 180 days
 2. Maximum duration for any one period of total disability

Disabled Prior to Age 60:	Disabled Age 60 or Later:
Accident - to age 65	Accident - to age 70
Sickness - to age 65	Sickness - to age 70
 3. Benefits of 67% of the teacher's monthly salary (based on a 12 month year) but not greater than \$1500.00 per month. (Less any benefit paid or payable under Primary Social Security, Workmen's Compensation, and other private or Group Plan, or occupational disease law.) Extended maximum to \$5000 per month available at employee expense as long as allowed by the carrier.
- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omission herein, or in such certificated or master plan.

Dental Care Insurance

- A. As of July 1, 1978, the Board will provide dental care insurance, as outlined in the Delta Dental Service Plan, Inc., Group #7101 plan. The Board will pay the premium for each qualified employee only. As of July 1, 1988, the Board will provide dental care insurance for employee and spouse, as outlined in the Delta Dental Plan, Inc., Group #7101, plan.
- B. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher in the form of a booklet a description of the plan.
- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omissions herein, or in such certificate or master policy.
- D. The Association will agree to a change of insurance carrier for the group Dental Plan provided that the new carrier offers the same coverage with no changes in benefits which result in a diminished level of benefit.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be printed with costs shared by the Association and the Board within ninety (90) days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- C. The following benefits of this Agreement shall be pro-rated for a teacher who works less than the full year:

Sick Leave, Article XIII

Professional Improvement, Article XII

Temporary Leave of Absence, Article XIV, Paragraph A-1, A-7

with the following adjustments in personal days (Temporary Leave of Absence, Article XIV, Paragraph A-1):

Salaried teachers who work full days will have the following adjustment for personal days:

1. Three day per week teachers who would have 1.8 personal days will receive 2.0 personal days.
 2. Four day per week teachers who would have 2.4 personal days will receive 3.0 personal days.
 3. Unused personal days will be paid at the fractional personal day calculation; i.e., 1.8 or 2.4 days.
- D. If any provision of this Agreement, or any application of this Agreement, to any employee, or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - E. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the contract, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this contract.

ARTICLE XVIII

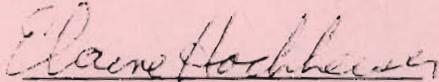
DURATION OF AGREEMENT

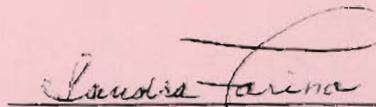
This Agreement shall be in effect as of July 1, 1995, and shall continue in effect until June 30, 1998.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

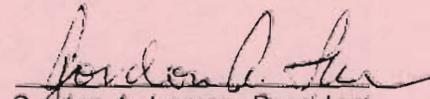
In witness thereof, the parties hereto have caused this Agreement to be signed by the respective presidents and witnessed by the respective secretaries on the 8th day of June, 1995.

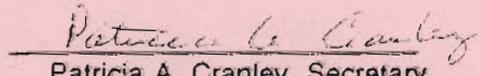
WATCHUNG BOROUGH EDUCATION
ASSOCIATION


Elaine Hochheiser, President


Sandra Farina, Secretary

BOARD OF EDUCATION
BOROUGH OF WATCHUNG
COUNTY OF SOMERSET, N.J.


Gordon A. Larson, President


Patricia A. Cranley, Secretary

June 8 1995
Date

THE STATE

DEPARTMENT OF REVENUE

THE STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE
OFFICE OF THE COMMISSIONER
JACKSON, MISSISSIPPI

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