

Negotiated Agreement  
Between

THE

MANNINGTON TOWNSHIP  
BOARD OF EDUCATION

AND THE

MANNINGTON  
EDUCATION ASSOCIATION

2002-03 – 2004-05

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# NEGOTIATED AGREEMENT

## PREAMBLE

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

This agreement will be effective from July 1, 2002 through June 30, 2005.

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

<u>Section</u>	<u>Application</u>
I	All Unit Employees
II	Teachers Only
III	Aides, Custodians, and Clerical Staff Only
IV	All Unit Employees

Section I  
Article I

Recognition

- A. The Board of Education recognizes the Association as the majority representative for grievances and for collective negotiations of the terms and conditions of employment for all non-supervisory certificated staff scheduled to work at least twenty (20) hours per full five day student week and for all full time non-supervisory and non-confidential clerical employees and aides.

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

- B. Definitions:

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

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

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

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

"Full Time" shall be defined as scheduled to work at least thirty (30) hours per regular five (5) day student week.

Section I  
Article II

Negotiation Procedures

- A. Negotiations shall commence for a successor Agreement in accordance with the time frames established by (P.E.R.C.) Public State Law, 1974, chapter 123.
- B. The Board and Association agree that they have bargained fully and in good faith and have agreed upon all terms and conditions of employment. This Agreement represents and incorporates the complete and final understanding and settlement by the Board and the Association of all issues and conditions of employment which were the subject of negotiations.

Section I  
Article III

Grievance Procedure

- A. A grievance is a claim by an employee that he/she has sustained a loss or injury due to a violation, misinterpretation or misapplication of any provisions of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
- B. Any employee who has a grievance shall first discuss it with the Superintendent within five school days of the alleged violation in an attempt to resolve the matter informally at that level.
- C. If after informal discussion with the Superintendent, the employee is not satisfied, within five school days after the discussion he/she will set forth the grievance in writing, specifying:
  - 1. All dates (date of occurrence, date of filing, date of prior decision, date of appeal, etc.)
  - 2. A description of the incident or alleged violation giving rise to the grievance.
  - 3. Identification of the specific provision(s) of the agreement, specific board policy, and/or specific administrative decision involved.
  - 4. The specific remedy sought by the grievant(s).
  - 5. The outcome from the prior level in the procedure, if any.
- D. The Superintendent will communicate his/her decision to the employee in writing, within five school days after receipt of the written grievance.

- E. If the employee is not satisfied, within five school days he/she may request a hearing by the Board (or committee of the Board for hearing purposes). Such request shall be submitted through the administrator who will attach all related papers. The Board (or Board committee) shall grant a hearing within twenty (20) calendar days and a written decision shall be given by the full Board within fifteen (15) calendar days after the next regular scheduled Board meeting. The grievant shall be entitled to a representative of his/her choice.
- F. Failure to respond within the timelines would constitute abandonment of the grievance and acceptance of the decision rendered at the last level, if any.
- G. No reprisals of any kind shall be taken by the Board or any member of the Administration against any employee or representative by reason of participation in the grievance procedure.
- H. For the life of this Agreement, any plaintiff, and all others covered by this Agreement, will continue in performance of all their usual teaching and other duties in the usually accepted manner.

#### Advisory Arbitration

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

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

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

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

Within twenty (20) calendar days after such written notice of submission to Arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of Arbitrators may be made to American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of AAA in the selection of an Arbitrator.

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

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

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

Section I  
Article IV

Employee Rights

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- B. A Liaison Committee shall be formed consisting of the Association president and the Superintendent which may meet once per month at a time of mutual convenience to discuss problems of mutual concern if determined necessary by either party. Additional members may be required to attend as needed.

Section I  
Article V

Employee Benefits

Insurance Protection and Medical Benefits

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

All new eligible employees hired to the district after June 30, 1996, will be provided single PPO health coverage. Any employee desiring enrollment in a health plan (as offered by the board) other than PPO single coverage will then contribute by payroll deduction the difference between the rate over/above the single PPO rate for the plan year. Any employee desiring coverage over/above the “single rate” will contribute by payroll deduction the difference between single coverage and the coverage requested for enrollment (i.e. Parent/Child, Husband/Wife, Family) for the plan year.

Upon reaching tenure all eligible employees will qualify for PPO Individual, Parent/Child, Husband/Wife or Family coverage at no cost to the employee.

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

- D. As to the degree permitted by the Insurance Carrier/Provider, Prescription coverage with a \$10.00 brand name copayment, \$5.00 generic copayment, \$0 mail order copayment will be provided to each eligible employee. Eligibility for enrollment in prescription plan coverages will apply the same as for the health benefits as addressed in paragraph "C" above.
- E.
  1. An employee shall be reimbursed for the approved use of his/her personal vehicle for the conduct of school business or for approved travel to/from conferences and seminars at the rate established by IRS on the first of the year.
  2. To receive reimbursement, teachers will submit to the Board valid vouchers and/or receipts, for each item or expense.
- F. Employees may individually elect to have monthly payroll deduction from their salaries for deposit in a credit union recommended by the Association pending Board approval.
- G. Payroll Deduction  
The Board agrees to allow employees to have payroll deductions for a tax sheltered annuity plan and insurances. (1. Copeland/Traveler's, 2. Lincoln, & 3. AFLAC). After remission of the amount designated by each participating teacher, it is expressly understood herein that the Board shall have no further liability concerning disposition or reporting of such funds. Said deduction shall not change more than one time per year after enrollment. The named plan shall provide the Board with a "Hold harmless" Letter.
- H. The Board of Education agrees that children of the members of this unit who reside outside of Mannington Township may be admitted to the Mannington Township School, Tuition free, under the following conditions. Each case for admission will be evaluated by the Superintendent on the following criteria: 1) The student will be accommodated within the regular classroom, 2) The request for admission must be made prior to May 1<sup>st</sup> of the year prior to the school year for which admission is requested.

- I. Full time employees with twenty (20) years or more in the district are eligible to receive \$25.00 per day, up to 100 days, for unused accumulated sick leave upon retirement. Written notification must be provided to the Superintendent and Board of Education of intent to retire and use of accumulated sick days by March 1<sup>st</sup> of the year prior to the effective retirement year.

Section I  
Article VI

Tuition Assistance - Professional Improvement

- A. Full time employees shall be reimbursed for tuition costs for pre-approved credits per school year at an accredited college or university (accreditation by the Middle States Association of colleges and Schools or equivalent association for schools not in this area) for one (1) course per semester. Tuition for course work which is directly related to the employee's professional responsibilities at Mannington Township School or required for a graduate degree shall qualify for reimbursement. Each employee seeking reimbursement must obtain written pre-approval for the course work from the Superintendent prior to commencing course work.

The total of all reimbursements for all employees for all course work started in 2002-2003 school year (July 1 – June 30) shall not exceed \$5,850 and adjusted annually by the percent increase in salaries.  
(\$5850 for 002-03; \$6100 for 03-04; \$6350 for 04-05)

B. Rules and Regulations

1. To be eligible for reimbursement of tuition costs, the employee must submit the following to the Superintendent.
  - a) A letter advising of the employee's intent to enroll and the nature of the program.
  - b) A request for approval of the course(s) and conferences prior to the registration will include potential substitution to be used in the event your first choice is not available.
  - c) Satisfactory evidence of having successfully completed the course and a transcript indicating a letter grade of "B", along with an official receipt for tuition expense incurred.
2. Employees who may be required to undertake courses as a result of their having been assigned outside the scope of their certificate shall be eligible for full reimbursement of eligible expenses.

3. Upon employment, persons become immediately eligible to apply for professional improvement programs. Reimbursement, however, is contingent on current employment in accordance with the following disbursement schedule:

<u>Session</u>	<u>Board Approval</u>
Pre Summer/Summer/Post Summer	October Meeting
First Sem./Fall	February Meeting
Second Sem./Spring	June Meeting

Section I  
Article VII

Miscellaneous

- A. Employees shall be paid in equal installments on the 15<sup>th</sup> and 30<sup>th</sup> day of each month: Ten (10) month employees in twenty (20) equal installments and twelve (12) month employees in twenty-four (24) equal installments.
- B. When a payday falls on a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- C. All employees covered under this Agreement shall indicate their arrival and departure for duty by signing the Superintendent's roster daily in accordance with the time schedule set forth by the Board.

Section II  
Article VIII

Teacher Work Year

- A. While the Board reserves unto itself the decision as to the issuance of the school calendar, it will attempt to take into account, the recommendations of the Association.
- B. The length of the teacher's work year will be 185 workdays. .
- C. Teachers' normal hours are contingent upon, among other things, a transportation schedule involving Salem High School and various private schools as well as the students of Mannington Township School making some degree of flexibility of teachers' hours necessary. Therefore, the normal hours are 7:55 a.m. and shall continue until 3:20 p.m. making the work day seven (7) hours and twenty-five (25) minutes as determined at the sole discretion of the Board. There must be latitude in these hours. Whatever time that teachers are required to be in the building in excess of the pupil day will be utilized, whenever necessary, to include scheduling of conferences with parents and giving academic aid to students.
- D. Teachers are responsible for careful daily preparation, attendance at staff meetings, and participation in school activities such as: Back to School Program(s), Co-Curricular activities in which teachers are directly involved, and TEAM meetings (while not mandatory, teachers should make every effort to attend TEAM meetings).
- E. Faculty or professional meetings after class hours, without additional compensation, may be required at the discretion of the Superintendent, who will attempt to limit these meetings to no more than two per month. Such meetings will begin ten (10) minutes after student dismissal and will last for a maximum of an hour and a quarter. Notification of such meetings will be posted at least two (2) days prior to the meeting except in extenuating circumstances as determined by the Superintendent.
- F. Teachers shall provide the substitute teachers a daily, weekly or alternate plan, as required, and in accordance with procedures set forth by the Superintendent.
- G. Teachers shall not be required to sit in attendance at lunch tables with students during student lunch period. Assigned certificated staff shall be responsible for control and discipline of students during lunch periods.

H. Each full time classroom teacher shall receive no less than two hundred (200) minutes of preparation time each full five (5) day student week. This prep time received is dependent upon fiscal continuation of the programs based upon the current academic school year. Preparation time shall be in segments of not less than twenty (20) minutes. Student contact time is 8:10 a.m. and shall continue through to 2:55 p.m., which is established at the sole discretion of the Board.

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

It shall not be considered a violation of this agreement if a teacher does not receive preparation time due to fiscal restraints of programs, field trips, other variations in his/her students' usual day, and in the event of an emergency.

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

Except as required to provide preparation time, teachers may be assigned to other duties while he/she is not required to supervise his/her students. Such other duties may include student(s) instruction, student(s) supervision, and other professional assignments.

Section II  
Article IX

Sick Leave or Other Leaves of Absences

- A. Teachers shall be granted ten (10) sick leave days at the beginning of each school year. Teachers hired after the start of the school year shall have their sick leave days prorated.
- B. Unused portion of the ten (10) sick leave days is cumulative from year to year as long as the teacher remains in the Mannington School District.

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

- C. Full time teachers with twenty (20) years or more service in the district are eligible to receive twenty-five (25 dollars per day, up to one hundred (100) days, for unused accumulated sick leave upon retirement. Retirees shall mean only employees who have completed twenty (20) or more years of service in the district and who are immediately eligible to receive (or have started to receive) monthly annuity payments from the pension system.

Written notification must be provided to the Superintendent and Board of Education of intent to retire and use of accumulated sick days by March first (1<sup>st</sup>) of the year prior to the effective retirement year.

- D. Up to three (3) days per year for family emergency, legal, or business matters that require the teacher's absence during school days. Except in case of emergency, the teacher will request in writing to the Superintendent at least one day in advance. In case of emergency, teachers may call the secretary in charge of emergency days. All such telephone conversations will subsequently be confirmed in writing by the teacher and given to the administrator as soon as possible. Unused days may not accumulate from year to year.

Teachers shall be eligible for the following non-cumulative leaves:

1. Up to five (5) days at one time in the event of the death of a teacher's spouse, child, parent, parent-in-law, siblings and grandparents. Other circumstances will be considered on an individual basis by the Superintendent.
2. Sufficient time will be granted an appropriate number of teachers to attend the funeral services of a member of the school staff or one of its students, as designated by the Superintendent.

E. Professional Days

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

- F. Leaves of absence in accordance with the Family Leave Act may be granted by the Board of Education upon presentation of all information supporting the request. Other requests for leaves of absence up to one (1) year may be approved in advance by the Board of Education. All benefits shall be covered by the employee while on leave of absence. Written intention to return to Mannington School System must be presented to the Superintendent by March 15<sup>th</sup> of that calendar year.

Section II  
Article X

Other Teacher Benefits

A. Flexible Spending Plan

Each full time teacher shall be eligible to participate in a flexible spending plan offered by the Board. Eligible teachers who wish to participate must complete the necessary sign-up procedures by the dates designated by the Plan administrator.

The Board will contribute \$400 per year to the account of each participating teacher or a prorated amount if the teacher is hired after the start of the Plan year. Such payments will be in equal monthly payments.

The Board will also pay the set-up and monthly maintenance fees of the Plan.

Claims for reimbursement must be submitted in accordance with the Plan's policies and procedures.

B. Classroom Expenses

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

Section II  
Article XI

Teacher Evaluation

- A. Tenured teachers will be evaluated at least once during the school year by the Superintendent. A comprehensive written report will be prepared by the Superintendent and signed by the teacher. A copy of the report will be given to the teacher.

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

Section II  
Article XII

Miscellaneous

A. Teacher Employment

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

B. Final Paycheck

1. Teachers shall receive their final check on the last working day in June, if according to the Superintendent their work is completed for the school year, meaning:
  - a. Records complete and recorded properly in the office.
  - b. Supply and book orders completed.
  - c. Books, supplies, and equipment stored properly in the space that is available.
  - d. The classroom left in a neat and orderly manner.
2. Schedule A, Salary guide, which is part of this Agreement, sets forth the pay scales.

C. Maintenance of Classroom Control

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

Section III  
Article XIII

Support Staff - Terms & Conditions of Employment

A. Work Year and Workday for Support Staff

1. The work year and workday for full time support staff shall be as follows:
  - a. Twelve (12) month
    1. Work year: Twelve (12) months;
    2. Workday: Eight (8) hours, including a thirty (30) minute meal break.
  - b. Ten (10) month
    1. Work year: One hundred eighty-five (185) days plus up to thirty (30) additional days. Time worked on such additional days shall be paid at the employees' hourly rate. The hourly rate shall be the employees' annual rate divided by 1,480. (Note: 1480 is the number of work hours in the regular 185 day work year (185 x 8.0 hours per day)).
    2. Workday: eight (8) hours, including a thirty (30) minute meal break.
  - c. Aides
    1. Work Year: One hundred and eighty-five (185) days.
    2. Workday: All work days shall be full days of seven (7) hours, including a thirty (30) minute meal break. Aides will follow the students schedule on half days unless, at the Superintendent's discretion, the Aides are required to attend staff in-service. Each Aide will be advised no later than two (2) working days prior of in-service days assigned by the Superintendent.

B. Paid Leave

Full time support staff shall be entitled to the following paid leave days:

1. Sick Leave: Ten (10) days per year; unused days may accumulate from year to year. Employees hired after the start of the school year shall have sick days prorated.
2. Personal Leave: Up to three (3) days per year for family emergency, legal, or business matters that require the employee's absence during the workday. Except in cases of emergency, the employee will apply in writing to the Superintendent at least one day in advance. In cases of emergency, the employee may call the Superintendent's Secretary or the Superintendent. Any such telephone request will subsequently be confirmed in writing by the employee and given to the Superintendent as soon as

possible. Unused days may not accumulate from year to year.

3. Bereavement Leave: Up to five (5) days at one time in the event of death of an employee's spouse, child, parent, parent-in-law, brother, sister, or grandparent. Other circumstances will be considered by the Superintendent on an individual basis.
4. Vacation Leave: Full Time twelve (12) month support staff shall be entitled to paid vacation leave as follows:

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

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

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

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

C. Evaluation: Non-certificated employees shall be evaluated, in writing, at least once a year and shall be given the right/protections granted teachers pursuant to Section II, Article XI, Paragraph C.

## Other Support Staff Benefits

### A. Flexible Spending Plan

Each full time support staff shall be eligible to participate in a flexible spending plan offered by the Board. Eligible support staff who wish to participate must complete the necessary sign-up procedures by the dates designated by the Plan administrator.

The Board will contribute \$400 per year to the account of each participating support staff or a prorated amount if the support staff is hired after the start of the Plan year. Such payments will be in equal monthly payments.

The Board will also pay the set-up and monthly maintenance fees of the Plan.

Claims for reimbursement must be submitted in accordance with the Plan's policies and procedures.

Section IV  
Article XIV

Board Rights

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

Section IV  
Article XV

Separability

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

IN WITNESS WHEREOF, the Mannington Township Board of Education and the Mannington Education Association have caused their officers to execute this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:

**MANNINGTON TOWNSHIP BOARD OF EDUCATION**

\_\_\_\_\_  
Donna Dolbow, Board Secretary

\_\_\_\_\_  
Lisa Poinsett, President

ATTEST:

**MANNINGTON EDUCATION ASSOCIATION**

\_\_\_\_\_  
Bernice Hitchner, Secretary

\_\_\_\_\_  
Jody Viereck, President

**Schedule A - Salary Guide - Professional Staff**

<b>Step</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>
1	33,100	33,600	34,120
2	33,986	34,507	35,028
3	34,993	35,430	35,973
4	35,805	36,480	36,936
5	36,761	37,327	38,031
6	37,743	38,324	38,913
7	38,750	39,347	39,952
8	39,785	40,397	41,019
9	40,847	41,476	42,114
10	41,938	42,583	43,239
11	43,058	43,720	44,393
12	44,207	44,888	45,578
13	45,388	46,086	46,795
14	46,599	47,317	48,045
15	47,844	48,580	49,328
16	49,121	49,877	50,645

Off Guide Increase Schedule: \_\_\_\_\_ All teaching staff off-guide (above step 16) will receive the negotiated 4.25% increase for each year: 2002-2003; 2003-2004; 2004-2005.

Only teaching experience in an accredited elementary or secondary school, college or university will apply toward years of teaching experience on the salary guide.

Bonus Pay (BA+15 & MA): Transcript to be provided to the Superintendent in determining an employees eligibility for receiving this benefit. The amount paid will be in accordance with Section II Article XII.

	<b><u>2002-03</u></b>	<b><u>2003-04</u></b>	<b><u>2004-05</u></b>
BA +15	\$750.00	\$750.00	\$750.00
MA	\$1,500.00	\$1,500.00	\$1,500.00

Schedule B - Salary Guide  
Lateral Chart – No Step Movement

Aides

<b>Step</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>
1	15,765	16,435	17,134
2	16,173	16,860	17,577
3	16,581	17,286	18,020
4	16,991	17,713	18,466
5	17,397	18,136	18,907
6	18,634	19,426	20,251

10 Month Clerical

<b>Step</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>
1	17,834	18,592	19,382
2	18,295	19,072	19,883
3	18,756	19,553	20,384
4	19,215	20,032	20,883
5	19,679	20,516	21,388
6	21,007	21,900	22,831

Custodians

<b>Step</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>
1	23,500	24,449	25,540
2	24,107	25,131	26,199
3	24,717	25,767	26,862
4	25,322	26,399	27,520
5	25,934	27,036	28,186
6	27,516	28,685	29,904