

Contract no 1512

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1/29/92

AGREEMENT
BETWEEN THE
MAGNOLIA BOARD OF EDUCATION
and the
MAGNOLIA SCHOOL EDUCATION ASSOCIATION

July 1, 1991 to June 30, 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUL 7 1992

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PREAMBLE

THIS AGREEMENT, entered into this 3rd day of October, 1991, by and between the BOARD OF EDUCATION of the BOROUGH OF MAGNOLIA, hereinafter called "Board", and the MAGNOLIA SCHOOL EDUCATION ASSOCIATION, hereinafter called "Association";

WITNESSETH:

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

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

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for professionally certified personnel under teaching contract with the Board, and full time custodial/maintenance staff, exclusive of the Superintendent, Principal, Administrative Assistant, Board Secretary/Business Administrator, Assistant Principal, and Maintenance Supervisor.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definition

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

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

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

B. Procedures

1. An aggrieved person shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute abandonment of the grievance.
2. A person processing a grievance shall be assured of freedom from restraint, interference, coercion, discrimination or reprisal by the Board or any agent thereof.
3. In the presentation of a grievance, the aggrieved person shall have the right to present his own appeal or designate a representative to appear with him at any step in his appeal. Such designation for representation may change from step to step and shall be in writing and transmitted to the Principal or immediate supervisor under B.4. below, the Superintendent under B.5. below at the time of such designation.
4. The aggrieved person shall first discuss his grievance orally with the Principal or immediate supervisor in an attempt to resolve the matter informally at that level. If the grievance is not resolved to the aggrieved person's satisfaction within five (5) school days after said discussion, he shall file his grievance in writing on the approved form (a copy of which is attached) with the Principal. Within three (3) school days from receipt of the grievance, the Principal shall set the date to hear the issue, such date not being more than five (5) school days from such determination, and shall render his decision in writing upon the approved form to the aggrieved person and/or his representative within three (3) school days following such hearing.
5. In the event of the failure of the Principal or immediate supervisor to act in accordance with the provisions of the preceding paragraph, or in the event his determination is deemed unsatisfactory, the aggrieved person shall, within five (5) school days after receipt of said written determination, or after the failure of the Principal to act

within the prescribed time, submit his grievance to the Superintendent in writing, specifying:

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

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

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

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

7. In the event the aggrieved Association is dissatisfied with the determination of the Board, it shall have the right to request arbitration. Binding arbitration may be requested only if the grievance arises from an interpretation of the terms of this agreement, or violation of the terms of this agreement. The aggrieved Association shall first notify the Board of its intention to request arbitration. It may then request arbitration seven (7) days after such notice. Such request shall be made no later than thirty (30) calendar

days following the written determination by the Board or after the failure of the Board to act within the prescribed time. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from this Agreement. The arbitrator shall render his decision in writing within thirty (30) calendar days after the completion of the arbitration proceedings. Each party shall bear the total cost incurred by themselves in the arbitration proceeding. Fees and expenses of the arbitrator, if any, will be shared by the parties equally. The arbitrator shall be selected from a panel of qualified arbitrators, pursuant to the rules of the American Arbitration Association.

C. Miscellaneous

1. The number of days indicated at each level of the grievance proceeding should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties concerned.
2. In the event a grievance is filed at such a time that it cannot be processed through all of the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. All meetings and hearings under this procedure shall not be conducted open to the public, and no results of these meetings and hearings shall be divulged to the public until the matters have been resolved.
5. If a grievance is based upon an administrative directive of the Superintendent or action of the Board, the grievant may commence the grievance under B.5. above. In no event shall this provision modify the time limit for filing a grievance set forth in B.1. above.

ARTICLE 3

TEACHING HOURS AND WORKING CONDITIONS

A. Total Teacher Work Days

The total number of teacher work days shall not exceed 187. In the event the school shall be closed, the number of days closed shall be deducted from the total of 187 teacher work days provided such number does not fall below the minimum pupil days or State requirements.

1. Child Study Team Work Days

The work year of the child study team is ten (10) months, between September 1 and June 30, as determined by the Board of Education in 1991-92. Thereafter, the work year shall not exceed one hundred ninety-two (192) days. Additional days beyond the work year as defined above will be compensated pro rata at 1/200 of annual salary per diem.

B. Teacher Work Day

1. The normal teacher's workday will not exceed six (6) hours and forty (40) minutes, inclusive of a duty-free lunch period. During lunch periods, the teachers will continue with their responsibility to take the pupils from the classroom and back to the classroom, and such responsibility shall be performed during that lunch period.
2. Effective in 1989, 1990, the school day will be modified to add twenty (20) minutes of instructional time. The beginning and ending times of the teachers' work day will not be changed.
3. Teachers may be required to report fifteen (15) minutes earlier than the normal starting time of their work day for special meetings that cannot be conducted at any other time. In the event these meetings are necessary, the teachers shall be given at least one (1) day's written notice. Teachers shall attend Back-to-School Night so long as notice of the date is given by the last school day of the previous school year.
 - a. Teachers may be required to attend up to two (2) additional evenings as the administration may specify. They will be compensated for the additional evenings at the rate of thirty-five dollars (\$35.00) per evening effective September 1, 1988, and forty dollars (\$40.00) per evening effective September 1, 1989.

C. Preparation and Consultation Time

1. Beginning January 1, 1987, each teacher, except for kindergarten teachers shall have four (4) preparation-consultation periods per each six (6) full days of school.
2. Beginning September 1, 1989, teachers will be scheduled for five (5) preparation-consultation periods per full week. No teacher will be scheduled without a preparation-consultation period on more than one day per week.
3. The periods above may be used for consultation only when said consultation cannot be taken care of at any other time during the school day.

D. Additional Duties

Teachers shall retain responsibility for the following duties:

1. Dismissal duty (where applicable).
2. Playground duty of ten (10) minutes before the morning session (where applicable).
3. Teachers to pick up class by second bell in morning and afternoon (where applicable).

E. Central Register and Elimination of Non-Curricular Duties

1. Central register to be handled by office staff with teachers only for supplying information on attendance sheet.
2. The Board, Administration and Faculty shall continue to work together to formulate plans to eliminate various accounting and clerical tasks associated with the student programs, such as the collecting of monies and the keeping of records pertaining thereto.

F. Parking Facilities

The Board shall provide parking facilities for the faculty.

G. School Calendar

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

H. Grade Assignment

Any changes in grade and/or subject assignment during the school year will be discussed with the teacher/teachers involved and the Administration. All contracts legally entered into between the Board, the represented professional staff shall be in effect in regard to grade assignment as of the date of signature and subject to the proceeding paragraph.

I. Notification of Vacancies

The Superintendent or his designee shall deliver to the President of the Association and post in the main office a list of any vacancy or vacancies, or new positions arising in the professional staff, which shall occur at any time.

J. Criticism of Teacher(s)

No teacher shall be reprimanded in public. Any criticism by a supervisor, administrator, Board member or fellow staff member of a staff member or of his instructional methodology shall be made in confidence and not in the presence of students, parents, or in public gatherings. Board members, however, shall be permitted to speak on educational matters at public meetings as permitted by applicable law notwithstanding that personnel issues may be involved. Violators shall be subject to the grievance procedure.

K. Personnel Records-File

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

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

reviewed by the Superintendent or his designees and attached to the file copy.

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

L. Incidental Expenses

Special monies are provided for utilization by teachers during the school year for the purchase of additional classroom items. In all cases, approval by the Administration shall be required for reimbursement, and such monies must be related to District goals.

ARTICLE 4

TEACHER EMPLOYMENT

- A. Upon employment of a new teacher, the Superintendent shall furnish the Association with his or her name and address and placement on the salary schedule. In addition with the permission of the teacher, the Superintendent may furnish the Association information concerning the certificates and degrees held by said teacher, his or her major and minor fields of study and prior experience in teaching.
- B. Teachers shall be notified of their contract and salary status for the next school year not later than April 30 of the current school year, provided that a collective bargaining agreement shall have been duly executed by the Board and the Association by that date.

ARTICLE 5

TEACHER FACILITIES

- A. The Board shall provide each classroom with locks for cabinets and closets located in the classroom.
- B. The Association shall submit the names of two (2) Association members who shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use at reasonable cost for copies.
- C. The Board agrees to provide an answering service for teachers to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the

- administration and/or answering service to arrange for a substitute.
- D. Vending machines may be installed in the faculty lounge. The Association will assume responsibility for said machines.
 - E. An adequate air-conditioning system shall be provided in the teacher's lounge.

ARTICLE 6

SICK LEAVE

- A. All teachers shall be granted a yearly sick leave of twelve (12) days to be used for illness or injury. Said sick leave may not be used for any other reason. All unused sick leave days per year shall be accumulative for use for additional sick leave as needed in subsequent years.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

A. Personal Days

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

The teacher must contact Superintendent or Principal before emergency day can be taken.

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

C. Bereavement

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

The teacher shall state the existence of such "ties" in a letter to the Superintendent.

D. Marriage and Honeymoon

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

E. Professional Days

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

F. Child Rearing Leave and Disability Leave

1. An employee who is physically disabled due to pregnancy, childbirth or postpartum recovery, or who suffers a temporary physical disability from another cause, will be entitled to paid sick leave as provided in Article VI, for the period of such disability or until the expiration of his/her accumulated sick leave, whichever occurs sooner. An employee who anticipates such a period of disability will give as much advance notice of the anticipated dates of disability as possible to the Superintendent.
2.
 - a. Child-Care Leave: Board shall grant, upon request, child-care leave, without pay, to any tenured member.
 - b. The Board may grant child-care leave to a non-tenured member.
 - c. Child-care leave will normally commence immediately following disability leave in paragraph 1. above. When child-care leave does not immediately follow disability leave, such leave shall commence on a date agreed upon

by the Board and the member. All child-care leaves will terminate on September 1 following the commencement date of the leave.

The Board shall grant, upon request, up to one additional year for child-care leave. The member who wishes to request the additional year, shall do so in writing by June 1.

- d. In the case of adoption, application for leave must be made as soon as the employee learns of the expected date of receiving custody.
- e. If an employee has worked for part of the school year, an increment of service shall not be granted unless the unit member has been on a paid status for ninety (90) work days, if a ten month employee, or 110 days, if a twelve month employees.
- f. An employee on an unpaid leave of absence shall not be eligible to receive or accrue benefits, except as statutorily provided.

G. Good Cause

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

ARTICLE 8

SABBATICAL LEAVE

- A. A teacher may, on recommendation of the Superintendent and with the approval of the Board, be granted a sabbatical leave of absence for purpose of approved study or for professional development for a period of not exceeding one (1) year without pay.
- B. A teacher shall be qualified to apply for a sabbatical leave if he has been continuously employed by the Board as a teacher for a period of at least seven (7) years.
- C. No more than two (2) teachers may be granted a sabbatical leave of absence for any specific school year.
- D. A request for a sabbatical leave shall be filed with the Superintendent in writing no later than January 1 for a sabbatical leave to commence the following school year. A teacher so requesting sabbatical leave shall be notified of the Board's action of the request, by March 1.

- E. The Board will pay the premiums for insurance provided in Article 11 for teachers on sabbatical leave.
- F. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he would have attained had he remained in the district as an active teaching staff member during the school year of such sabbatical leave.

ARTICLE 9

PROFESSIONAL DEVELOPMENT

- A. The Board shall pay the full cost of tuition and other reasonable expenses incurred by a teacher in connection with attendance at any course, work shop, seminar, conference, in-service training session, or other similar session wherein attendance by the teacher is either mandated or requested by the Board or Superintendent.
- B. The Board shall provide necessary monies for unusual faculty expenses incurred for special professional days when such days are mandated by the Board.
- C. Upon presentation of proof of a grade of B or better, the Board will reimburse a teacher full tuition up to a limit of one thousand dollars (\$1,000.00) in any school year for courses for the improvement of teaching skills, provided that the Administrator has given advance approval of course content. The provisions of this paragraph shall not be applicable to any course taken by a teacher for the purpose of obtaining a standard New Jersey Elementary Certificate. Reimbursement will be made on August 31 for courses completed during the previous school term and on January 31 for courses taken during the summer session.

A teaching staff member, in order to be eligible for reimbursement must submit a notification of intention to taking courses before December 1 as to courses taken during the school year. As to summer courses, projections should be given to the Superintendent by December 1 but failure to do so will not bar reimbursement.

ARTICLE 10

REDUCTION IN FORCE

In the event that the Board contemplates a reduction in force through the elimination of any existing teacher position, it shall notify the Association at least fifteen (15) days in advance of any contemplated formal action. The Association, upon receipt of said notice, shall have the right to consult with the Board concerning the contemplated

reduction in force. The Board, after providing said notice, together with the opportunity to the Association to consult with it, shall be free to take formal action at the expiration of said fifteen (15) day period, unless an earlier or a later time shall have been mutually agreed to by the Board and the Association. The decision of the Board as incorporated in its formal action shall be final and binding on the parties.

ARTICLE 11

INSURANCE PROTECTION

- A. The Board will assume the full cost of health insurance protection for each teacher and his or her dependents under the Pennsylvania Blue Cross-Blue Shield Major Medical Program presently maintained by the Board.
 - 1. A teacher may elect to enroll in a qualified H.M.O. in lieu of the medical insurance provided herein. In the event of such enrollment, the Board will pay the required membership fees up to the limit of the medical insurance premium currently in effect for the medical insurance coverage.
- B. Any teacher may elect not to be covered by the health insurance program set forth in the preceding paragraph. In such event, such teacher may elect to be enrolled in the Washington National Insurance Company Disability Income Plan. The Board shall contribute on such teacher's behalf a sum not exceeding the equivalent of the annual premium cost as of September 15 in any such school year of individual coverage under the Blue Cross-Blue Shield Program set forth in A above. Any additional premium costs over and above the Board's contribution level for an individual teacher electing the Washington National Insurance Disability Income Plan shall be paid by the teacher.
- C. The Board shall provide protection for teachers from civil liability for any act or omission arising out of and in the course of the performance of their duties in accordance with the standards and conditions set forth in N.J.S.A. 18A:16-6.
- D. The Board will assume the full cost of an employee dental plan for the teacher only. Beginning January 1, 1988, the Board will pay fifty (50%) percent of the additional cost for dependent dental insurance, as provided in Article 11, F. below (provisions for payment for dependent prescription coverage).
- E. The Board will assume the full cost of a prescription plan for the teacher only.
- F. The Board will pay 50% of the cost of dependent prescription plan coverage with the teacher paying the remaining 50% to be withheld on a ratable basis from the employees pay throughout the school

year so long as sufficient teachers elect family or dependent coverage to allow such plan to be available.

- G. Beginning January 1, 1987, the Board will assume the full cost of an employee only optical insurance plan, at a premium cost not to exceed \$36.00 per year for any employee.

ARTICLE 12

EXTRA-CURRICULAR COMPENSATION

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

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
A. Each Intramural Athletic Coach	\$ 610	653	699
B. Interscholastic Coaches			
Soccer	1177	1259	1348
Softball, Girls	1177	1259	1348
Softball, Boys	1177	1259	1348
C. Basic Skills Coordinator	1766	1890	2022
D. Safety Patrol Advisor	610	653	699
Black History Advisor	610	653	699
Science Club Advisor	610	653	699
Glee Club Advisor	610	653	699
Choir Advisor	610	653	699
Newspaper Advisor	610	653	699
Student Council Advisor	610	653	699
Art Club Advisor	610	653	699
Instrumental Music Advisor	610	653	699
E. Audio-Visual Aide (if a member of the unit)	406	435	465
F. Affirmative Action Officer			
1st year	473	506	542
2nd year	518	555	594
3rd year	546	585	626
G. Yearbook Advisor	406	435	465
H. Washington Field Trip	103	110	118
I. Acting Principal (per day)* to be paid December 31 or June 30.	40	43	46
J. Philadelphia Orchestra Trip (per trip)	36	38	41

- * Any staff member may be appointed to serve temporarily as acting principal at a rate per day above such staff members regular salary. Such amount to be paid December 31 or June 30. All staff members shall be made aware of who the acting principal is, at said time.

Compensation for lunch duty will be increased by 8% in 1991-92, 7% in 1992-93, and 7% in 1993-94.

Teachers will be paid for home teaching at the rate of \$18.00 per hour in 1991-92, \$20.00 per hour in 1992-93, and \$21.00 per hour in 1993-94.

ARTICLE 13

TEACHER SALARIES

- A. The salaries for the year 1991-94 school year of all teachers included in the collective bargaining unit represented by the Association shall be as set forth in Schedule A annexed hereto and made a part hereof.
- B. In the event that a teacher expects to become eligible for horizontal movement on the salary schedule by attaining a higher academic level, he shall notify the Superintendent of such expectation by October 31 of the calendar year preceding the school year in which such eligibility shall become effective.

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

- C. Teachers may elect at the commencement of the school year to participate in the summer pay plan. Teachers so electing the summer pay plan shall have ten percent (10%) of their monthly salary deducted from their pay and deposited in an account to their individual credit with the Camden County Teachers Credit Union.
- D. At the time of retirement, a teacher with a minimum of fifteen (15) years of service in the district, will be paid \$20.00 per day of unused sick leave for all days accumulated up to a limit of 200 days. Payment is limited to 200 days. Six (6) months' notice shall be required prior to payment. The Board must receive notice of a teacher's intent to retire by January 1, except in case of emergency. Payment will be made on or about July 1.

ARTICLE 14

COMMITTEES

A. Curriculum Development Committee Workshop-Faculty Meetings

1. It is agreed by the Association that the teachers will participate in Special Projects Workshops to be conducted on first Thursdays, from time to time as the need arises. Such workshops shall commence at 1:45 p.m. and shall end not later than 3:10 p.m. the same day. It is further agreed that such workshops may be six (6) in number per school year.
2. Faculty meetings may be conducted on the third Thursday of the month from 2:00 p.m. - 3:10 p.m.
3. The Administration may schedule up to ten (10) additional meetings, if necessary. No more than two (2) of said meetings may occur during any one month. Said meetings shall terminate at 3:30 p.m. The Administration will provide three (3) school days notice of such meetings.
4. Any further meetings shall be mutually agreed upon by Administration and Staff.

B. Board-Faculty Liaison Committee

The Board and the Association shall create a committee which shall consist of three (3) members of the Board and three (3) members of the Association, the Superintendent and the Building Principal of the Magnolia Public School. The purpose of this committee shall be to discuss items of common interest concerning the process of education in the Magnolia Public School. The committee shall not discuss matters, actions and agreements arrived at by the process of collective bargaining or mandated by state statutes. Meetings of the committee, if called, upon a mutually agreed upon date each month, September through June, and may be called by either two (2) committee members of the Board or two (2) committee members of the Association, and/or two (2) members of the Administration upon five (5) days written notice of the chairperson of the committee. In the event of extremely urgent matters, properly subject to the action of this committee, meetings may be called at times other than the second Tuesday of each month, by mutual consent of bodies involved. A written agenda stating the purpose of the meeting and topics to be discussed shall accompany the request for such meetings. It is further agreed that the President of the Board or alternate of the Magnolia Public School shall chair all meetings of this committee. It is agreed and understood by all contracting parties that this committee shall not use its office for the purpose of discussing matters normally handled in the grievance procedure or matters which are proper subjects for collective bargaining procedures as established under N.J.S.A. 34:13A-1 et seq. Only subjects on the agenda may be discussed at that time.

ARTICLE 15

EVALUATION

A. Frequency and Duration

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

B. Observation/Evaluation Reports

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

C. Teacher Response

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

D. Final Evaluation

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

ARTICLE 16

AGENCY SHOP

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

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

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be adjusted to the maximum allowed, said adjustment to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

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

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

3. Termination of Employment

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

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

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

6. New Employees

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

names, job titles and dates of employment for all such employees.

D. Indemnification

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

ARTICLE 17

CUSTODIAN/MAINTENANCE TERMS AND CONDITIONS OF EMPLOYMENT

A. Work Year and Work Week

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

B. Workday

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

C. Sick Leave

Custodian/maintenance staff members shall be granted up to twelve (12) sick leave days annually. Unused sick days will be accumulated from year to year.

D. Personal Leave

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

E. Insurance

Custodial/maintenance staff members shall receive all benefits as provided in Article XI. Any custodial/maintenance staff member who received any insurance benefit(s) over and above those provided in Article 11 in 1985-86 will continue to receive such benefit(s) but these additional benefits will not be extended to any other member.

F. Fair Dismissal

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

G. Holidays

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

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

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

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

H. Vacations

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

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

I. Black Seal License

Custodial/maintenance employees who possess currently valid black seal licenses will be paid \$600 in 1991-92, \$700 in 1992-93, and 1993-94 in addition to their contract salaries.

J. Salary - See Schedule B

K. Other Terms and Conditions of Employment

All terms and conditions of employment of custodian/maintenance employees not specifically agreed upon herein will continue to be the same as those in effect during the 1985-86 school year.

ARTICLE 18

DURATION OF CONTRACT

THIS AGREEMENT shall be in effect July 1, 1991 to June 30, 1994.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their respective Presidents, attested to by their respective secretaries.

MAGNOLIA SCHOOL
EDUCATION ASSOCIATION

Eugene J. Eddy
President

Barbra Spruwan
Secretary

MAGNOLIA BOARD OF
EDUCATION

President

Linda N. Grubbs
Secretary

SCHEDULE A
TEACHERS' SALARY GUIDE

1991-92

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	26,000	26,400	26,875	27,375	27,875	28,375
2	27,000	27,400	27,875	28,375	28,875	29,375
3	28,000	28,400	28,875	29,375	29,875	30,375
4	29,000	29,400	29,875	30,375	30,875	31,375
5	30,200	30,600	31,075	31,575	32,075	32,375
6	31,400	31,800	32,275	32,775	33,275	33,775
7	32,800	33,200	33,675	34,175	34,675	35,175
8	34,800	35,200	35,675	36,175	36,675	37,175
9	36,900	37,300	37,775	38,275	38,775	39,275
10	39,000	39,400	39,875	40,375	40,875	41,375

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Longevity

Upon completion of the following numbers of years service in Magnolia and completion of the tenth step of the guide, the teacher will receive the following payment in addition to the annual salary provided in the salary guide above. These increases are not cumulative.

11 - 14 years	--	\$ 1,000
15 - 19 years	--	1,600
20 - 23 years	--	2,300
24+ years	--	3,000

SCHEDULE A

TEACHERS' SALARY GUIDE

1992-93

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	27,000	27,400	27,875	28,375	28,875	29,375
2	28,000	28,400	28,875	29,375	29,875	30,375
3	29,000	29,400	29,875	30,375	30,875	31,375
4	30,000	30,400	30,875	31,375	31,875	32,375
5	31,400	31,800	32,275	32,775	33,275	33,775
6	32,800	33,200	33,675	34,175	34,675	35,175
7	34,200	34,600	35,075	35,575	36,075	36,575
8	36,400	36,800	37,275	37,775	38,275	38,775
9	38,600	39,000	39,475	39,975	40,475	40,975
10	40,800	41,200	41,675	42,175	42,675	43,175

Longevity

Upon completion of the following numbers of years service in Magnolia and completion of the tenth step of the guide, the teacher will receive the following payment in addition to the annual salary provided in the salary guide above. These increases are not cumulative.

11 - 14 years -- \$1,200
15 - 19 years -- 1,900
20 - 23 years -- 2,600
24+ years -- 3,300

SCHEDULE A
TEACHERS' SALARY GUIDE

1993-94

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	28,000	28,400	28,900	29,400	29,900	30,400
2	29,000	29,400	29,900	30,400	30,900	31,400
3	30,000	30,400	30,900	31,400	31,900	32,400
4	31,200	31,600	32,100	32,600	33,100	33,600
5	32,800	33,200	33,700	34,200	34,700	35,200
6	34,400	34,800	35,300	35,800	36,300	36,800
7	36,400	36,800	37,300	37,800	38,300	38,800
8	38,600	39,000	39,500	40,000	40,500	41,000
9	40,800	41,200	41,700	42,200	42,700	43,200
10	43,000	43,400	43,900	44,400	44,900	45,400

Longevity

Upon completion of the following numbers of years service in Magnolia and completion of the tenth step of the guide, the teacher will receive the following payment in addition to the annual salary provided in the salary guide above. These increases are not cumulative.

11 - 14 years	--	\$1,250
15 - 19 years	--	2,000
20 - 23 years	--	2,750
24+ years	--	3,500

SCHEDULE B
CUSTODIANS' SALARY GUIDE

<u>STEP</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
1	\$ 15,120	\$ 16,178	\$ 17,311
2	15,849	16,958	18,146
3	16,897	18,079	19,345
4	17,944	19,200	20,544
5	18,900	20,223	21,639

Custodians will remain on the same numbered steps they occupied in 1990-91 for the years 1991-92, 1992-93, and 1993-94.