

AGREEMENT

BETWEEN

THE MANCHESTER TOWNSHIP BOARD OF EDUCATION

AND

THE MANCHESTER TOWNSHIP EDUCATION ASSOCIATION

COVERING THE PERIOD

JULY 1, 2009 THROUGH JUNE 30, 2012

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PREAMBLE

The following constitutes a contract between the Manchester Township Board of Education and the Manchester Township Education Association.

ARTICLE I

Recognition and Purpose

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiating concerning grievances and terms and conditions of employment for all regularly employed certified and non-certified personnel employed by the Board and listed below.

1:2 This contract applies to all classroom teachers, special teachers, guidance counselors, Child Study Team members, librarians, nurses, full-time physical therapists, full-time occupational therapists, Athletic Trainer, secretaries*, (**), para-professionals, and all other clerical personnel, but excludes administrative and other supervisory personnel as well as the secretaries to the superintendent, Business Administrator, Director of Special Services, Supervisor of Buildings and Grounds, and Transportation, Director of Curriculum, Director of Student and Administrative Services, the payroll specialists and the budgetary specialists.

* The secretaries to the Supervisor of Building and Grounds and Supervisor of Transportation shall be reclassified as non-confidential and thereby returned to the Association's bargaining unit immediately upon the retirement, resignation or termination of the employees currently serving in that position.

** If an attendance officer is hired it shall be a secretarial position.

1:3 Unless otherwise indicated, the term "employee" used hereinafter in this agreement shall refer to all employees represented by the Association as noted in 1:1 above. The term "teacher," when used hereinafter in this agreement, shall refer to all certified employees in the negotiating unit as noted in 1:1 above. The term "secretaries," when used hereinafter in this agreement, shall refer to all secretaries and clerical personnel in the negotiating unit as noted in 1:1 above.

1:4 Employees regularly employed on a part-time basis shall receive salary pro-rated to that of employees on a full-time basis. Such employees shall receive all benefits in Article X pro-rated to the nearest whole day.

1:5 Employees employed for less than twenty (20) hours per week shall not be eligible for health insurance benefits.

1:6 The Board and the Employee agree to participate in negotiations under the New Jersey Employer-Employee Relations Act, such participation being in good faith for the purpose of arriving at mutual agreement on the terms and conditions of employment. Negotiations shall begin no later than October 1 of the year prior to the school year for which the contract will be negotiated.

ARTICLE II

Negotiating Procedure

2:1 Directing Requests

Request for meetings from the Employee shall be made directly to the Superintendent of Schools. Requests from the Board shall be made to the representative of the Employee. A mutually convenient meeting date shall be set within fifteen (15) days of the date of request by either party.

2:2 Meetings

Meetings shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. Official summary minutes shall be kept and clerical assistance provided; clerical assistance shall be shared equally by both parties.

2:3 Agreement

When agreement is reached, it shall be reduced to writing by the Board, and when ratified by the Board and the Association, shall be signed by both parties. The agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the unit.

ARTICLE III

Grievance Procedure

A grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment of the employees covered by this agreement. (Appendix A)

3:1 Level 1: The aggrieved person shall submit his/her grievance in writing on the Grievance Form 1 to the Building Principal within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.

3:2 The Building Principal shall answer or settle the matter within five (5) school days of receipt of the grievance.

3:3 Level 2: If the aggrieved person is not satisfied with the Level I response, the grievant may appeal to the Superintendent on Grievance Form 2 within ten (10) school days of the Level 1 response.

- 3:4 The Superintendent shall answer or settle the matter within ten (10) school days after receipt of Grievance Form 2.
- 3:5 Level 3: All foregoing steps having been taken without satisfaction, the grievant may appeal to the Board of Education using Grievance Form 3. This appeal shall be made within ten (10) school days of the termination of the proceeding time stipulation.
- 3:6 The Board of Education, or its representative, shall meet with the grievant within thirty (30) school days of the appeal, and render a decision within fifteen (15) school days of the hearing.
- 3:7 Level 4: If the aggrieved is not satisfied with the disposition of the grievance by the Board of Education, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Executive Board of the Association determines that the grievance is meritorious, they may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved.
- 3:8 Within ten (10) school 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 shall be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.
- 3:9 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall be 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 make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- 3:10 The arbitrator shall limit him/herself to the interpretation and application of the terms of this Agreement, and to the issues submitted to him/her and consider no other(s).
- 3:11 The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not provided for in this Agreement.
- 3:12 The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in the Agreement, shall be final and binding on the aggrieved employee or employees, the Association, and the Board.
- 3:13 All fees of the arbitrator including, but not limited to necessary travel expenses, fees for transcripts, and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

3:14 Nothing in the Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.

N.B. It should be understood that in Levels 1 through 4 of the procedure, the grievant may be accompanied by no more than three (3) representatives of his/her choosing.

ARTICLE IV

Costs and Expenses

Costs and expenses incurred in the printing of any of the terms of this contract shall be mutually shared by the Board and the Association. The signing and printing of the contract must be accomplished in a timely manner, not to exceed sixty (60) days from the ratification by both parties, if possible. The contract shall be reduced to writing by the Board.

ARTICLE V

Strikes and Lockouts

For all Unit Members

5:1 During the period of this Agreement or any extension thereof, there shall be neither strikes nor other stoppage of the educational process by the Unit or its members, nor any lockouts of employees of the Board.

5:2 In addition to any other restriction under the law, the Association shall not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work, and the Employer shall not cause a lockout.

5:3 Except as abridged, limited, or modified by the terms of this contract, the Employer may exercise all rights, powers, duties, authorities, and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of New Jersey and the United States of America. Except as abridged, limited, or modified by the terms of this contract, all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of employees, are retained by the Employer.

ARTICLE VI

Amendments

All or any part of this contract may be amended by mutual agreement in writing.

ARTICLE VII

School Calendar

- 7:1 Prior to February 1 of each year, the Manchester Township Education Association shall submit to the Superintendent, its recommendations with respect to the school calendar for the ensuing school year.
- 7:2 When possible and practicable, the calendar shall be adopted at the regular April Board of Education meeting and distributed to the employees as soon as possible.
- 7:3 The in-school year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-three (183) days, including orientation day and two (2) professional (in-service) days.
- 7:4 Secretaries and para-professionals employed on a ten month basis shall have a work year, from September 1 to June 30, with the same holidays/vacation days as the teachers.
- 7:5 Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, with the same holidays/vacation days as the teachers, plus Labor Day off, and July 4th off during the two summer months of work.

ARTICLE VIII

Vacation

- 8:1 Twelve month secretarial vacation schedule with pay for those hired before July 1, 1989 remains the same.
- | | |
|--|--|
| Less than one (1) year of employment | - one (1) day per month employed, up to a total of ten (10) days |
| After one (1) year of employment | - ten (10) days |
| After five (5) years of employment | - fifteen (15) days |
| After ten (10) years of employment | - twenty (20) days |
| After fifteen (15) years of employment | - twenty-five (25) days |
- 8:2 For those hired as of July 1, 1989 the following vacation schedule applies:
- | | |
|--|---------------------|
| After one (1) year of employment | - ten (10) days |
| After five (5) years of employment | - twelve (12) days |
| After ten (10) years of employment | - fifteen (15) days |
| After fifteen (15) years of employment | - twenty (20) days |
- 8:3 Vacation eligibility shall be figured by anniversary date of each employee. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Building Principal or Supervisor. Such approval shall not be arbitrarily withheld. In the event of a conflict, seniority shall prevail.

8:4 Ten month secretarial vacation schedule:
Eight (8) paid vacation days following the end of each school year –or-
eight (8) vacation days during the course of the school year, at times mutually agreeable to
the individual and his/her supervisor.

After five (5) years in the school system, the number of vacation days shall be increased to
ten (10).

8:5 Secretaries filling the current three (3) ten-month secretary positions shall continue to work
the calendar as per Article 7:5 and receive vacation days pursuant to this agreement. As of
July 1, 2000 all additional ten-month positions shall not receive vacation days but will
work the teachers' school calendar.

ARTICLE IX

Work Hours and Work Load

9:1 Teacher Workday

9:1-1 The total in-school regularly scheduled workday for full session teachers based in the
elementary schools and the middle school shall consist of no more than seven (7) hours and
five (5) minutes. The additional five (5) minutes (non-instructional) shall only be used for
monitoring students upon arrival or dismissal.

The total in-school regularly scheduled workday for full session teachers based in the
Regional Day School shall consist of no more than seven (7) hours.

9:1-2 Teachers in the elementary schools shall have a fifty (50) minute duty free lunch. On the two
(2) day in-service abbreviated days only, the fifty (50) minute lunch period may be provided
by splitting the times into two (2) segments. The actual scheduling of the fifty (50) minutes
is dependent upon the specific traveling needs of an individual school. The in-service
abbreviated days shall not exceed two (2) days in any school year.

9:1-3 Teachers in the middle school shall have a duty free lunch equal in duration to a teaching
period.

9:1-4 The total in-school regularly scheduled workday for full session teachers based in the high
school shall consist of no more than seven (7) hours and five (5) minutes. The additional five
(5) minutes (non-instructional) shall only be used for monitoring students upon arrival or
dismissal.

9:1-5 Teachers in the high school shall have a duty free lunch equal in duration to the students.

9:1-6 The Manchester Township School District will implement a full day Kindergarten beginning September, 2008, thus eliminating the two (2), two and one-half (2 ½) hour sessions.

The total in-school regularly scheduled workday for kindergarten teachers shall consist of no more than seven (7) hours and five (5) minutes (5 minutes non-instructional).

9:1-7 Kindergarten teachers shall have a fifty (50) minute duty free lunch.

9:1-8 Teachers based at both the high school and the elementary schools shall be deemed to be based at the elementary school.

9:1-9 When a teacher is based in more than one building, the Superintendent shall determine where based for purposes of faculty meetings.

9:1-10 Teachers based in the high school will continue the practice of remaining for one (1) hour per week to give extra help to students.

9:1-11 Commencing September 1, 2003, within the seven (7) hour workday, instructional time will increase by twenty (20) minutes in all schools except Regional Day. The length of prep and lunch will not be reduced by this increase in instructional time.

In addition, commencing September 1, 2006, within the seven (7) hour five (5) minute workday, the additional five (5) minutes will be used to monitor students upon arrival or dismissal.

The Regional Day School schedule remains unchanged.

9:2 **Teacher Workload**

9:2-1 Full session teachers based in the elementary school shall have no less than two hundred fifteen (215) minutes of preparation time in the course of a normal school week. At the elementary level, whenever possible, one (1) period shall be scheduled for each day.

9:2-2 Full session teachers based in the middle school shall have one (1) preparation period per day, equal in length to the normal or average teaching period.

9:2-3 Part-time teachers shall have consecutive teaching periods. The teacher will be required to sign in ten (10) minutes before his/her first class, and sign out after his/her last class.

9:2-4 Prep periods shall be a continuous amount of time equal to an average normal teaching period in that building whenever possible.

9:2-5 Full session teachers based in the high school shall have no more than six (6) periods per day, five (5) teaching and one (1) duty. They shall have one (1) preparation period per day equal to the normal or average teaching period.

- 9:2-6 Any high school teacher assigned to teach a regularly scheduled sixth (6th) period class shall have no duty assignment and shall receive a base pay differential of six thousand eight hundred dollars (\$6,800) for the duration of the contract. For assignments of less than five (5) days per week, the base pay differential shall be pro-rated based upon a five (5) day week and a thirty-six (36) week school year.
- 9:2-7 Kindergarten teachers shall have two hundred fifteen (215) minutes of preparation time in the course of a normal school week. Whenever possible, one (1) preparation period shall be scheduled for each day.
- 9:2-8 The Board will make every effort in grades 9-12 that teachers will have no more than four (4) consecutive teaching periods per day, if possible, and in all grades for special area teachers, to have no more than three (3) different preps per day.
- 9:2-9 Teachers will be expected to attend no more than twenty (20) meetings of forty-five (45) minutes duration beyond the normal workday, in the period September through June except never more than four (4) in any given month, which meetings shall commence within ten (10) minutes of student dismissal. The administration may require additional meetings to prepare for Middle State Evaluation. Teachers may be excused from meetings by the building principal for justifiable reasons, such as coaching and graduate work, which permission shall not be unreasonably withheld. The above shall not preclude occasional meetings between an area supervisor or supervisor and an individual teacher.
- 9:2-10 In the event a teacher fails to attend a faculty meeting (without obtaining an excuse from the building principal, as set forth above), there shall be deducted from the teacher's salary the sum of twenty dollars (\$20) for each meeting not attended or a pro rata sum if the teacher fails to attend the entire meeting.
- 9:2-11 Teachers will also be expected to attend no more than three (3), fifteen (15) minute meetings per year, held before or after school, but not to be counted in the above required meetings.
- 9:2-12 Five (5) teaching days notice shall be given to all teachers concerning time and date of faculty meetings, unless there is an emergency meeting called. Principals will schedule faculty meetings at the beginning of the school year, whenever possible. Requests to miss faculty meetings must be in writing to the appropriate principal.
- 9:2-13 Teacher attendance is mandatory at four (4) night events at their respective schools. Guidelines shall be developed by District Administration and Association. These meetings are not to exceed two (2) hours.
- 9:2-14 At the High School and Middle School, every effort shall be made to not assign teachers cafeteria duty during any two consecutive years. Teachers who volunteer for such above duties may do so.

- 9:2-15 No staff member shall be required to cover a class during a preparation period if duty people are available. Effective February 15, 2010, and for the duration of the contract, any teacher required to cover a class during a preparation period will receive forty-seven dollars (\$47) per class covered if the time exceeds twenty (20) minutes. The decision to assign a teacher to cover a class during a duty period shall only be made by an administrator. Thorough consideration will be given to an equal sharing of these assignments on a rotating basis.
- 9:2-16 Effective February 15, 2010, and for the duration of the contract, if it becomes necessary to split up classes and distribute the students among the other classes, the teacher receiving such students shall be paid forty-seven dollars (\$47) if:
1. at least five students are received, and
 2. students stay at least forty (40) minutes
 3. teachers based at the Elementary and Regional Day Schools shall be paid forty-seven dollars (\$47) for the morning and an additional forty-seven dollars (\$47) for the afternoon.
- 9:2-17 Effective February 15, 2010, and for the duration of the contract, teachers chaperoning school sponsored trips (not teacher initiated) that extend beyond 5:00 p.m. shall be compensated at the rate of forty-seven dollars (\$47) per hour, or any fraction thereof. Exception to the above is the Senior Class trip.
- 9:2-18 Teachers required to act as interpreters, or to translate written material necessary for communication with parents with limited English proficiency, shall be compensated at the negotiated rate.

This shall be payable for services rendered for a period of at least fifteen (15) minutes per occurrence.

- 9:2-19 **Communicating With Parents via E-mail**
Communication with parents via e-mail shall remain the prerogative of the instructor.

9:3 **Secretary Workday**

- 9:3-1 The workday shall consist of seven and one half (7 1/2) hours (35 hours per week) which shall include a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks.
- 9:3-2 Secretaries may take a 45 minute lunch and shall have only one (1) fifteen (15) minute break during the work day - or - secretaries may take a sixty (60) minute lunch but shall have no fifteen (15) minute breaks during the work day. The sixty (60) minute lunch will be granted provided that office has secretarial coverage.
- 9:3-3 Summer workdays shall consist of six (6) hours, not including one half (1/2) hour for lunch and two (2) fifteen minute breaks or one (1) hour for lunch, starting the second full day after school closes for pupils, until ten (10) working days before school opens for pupils. School hours shall be as follows:
High School, Middle School, and MTES – 7:00-2:00 and 8:00-3:00;
Regional Day, Ridgeway, and Whiting – 8:00-3:00.

9:3-4 In no case shall a secretary be required to start work more than one (1) hour before the start of the pupil day. Assigned hours will be consecutive, exclusive of lunch. School based secretaries are expected to stay until the building principal excuses them on days of emergency closing; but in no case later than 45 minutes after school is dismissed. Assignment to be rotated per school.

9:3-5 Hours worked in excess of the above seven and one half (7 1/2) hours shall be compensated by payment of one and one half (1 1/2) times the regular hourly rate. No overtime shall be built into an employee's workday.

9:3-6 Secretaries shall not be required to perform duties other than secretarial and clerical in nature.

9:3-7 Secretaries who remain in the building at administrative request during an inclement weather closing shall receive a payment, per occurrence, of thirty-one dollars (\$31) for the duration of the contract.

9:4 **Para-professional - Hours of Work and Work Year**

9:4-1 Work year shall be 182 days.

9:4-2 Hours per day shall be the same as for the teachers assigned to the different schools. However para-professionals shall not be required to work during afternoon conferences. If called upon to attend conferences, said para-professional shall be compensated at that employee's regular hourly rate.

9:4-3 Elementary Schools Lunch and Break Times

Lunch breaks combined for kindergarten para-professionals. All others: fifty (50) minute lunch and two (2), twenty (20) minute breaks. In case of inclement weather, lunch will be thirty (30) minutes.

9:4-4 Middle School Lunch and Break Times

Lunch: forty-three (43) minutes. Two (2), twenty (20) minute breaks. In case of inclement weather, lunch will be thirty (30) minutes.

9:4-5 Regional Day School Lunch and Break Times

Lunch: thirty (30) minutes. Two (2) fifteen (15) minute breaks and one (1) one-half hour (1/2) prep at the end of day.

9:4-6 Break times to be agreed upon between teacher and para-professional; however, one shall be in A.M. and one in P.M.

9:4-7 All lunch periods and breaks shall be duty free.

- 9:4-8 Para-professionals shall not be assigned duties of the teacher, their job is to assist. As a general rule, para-professionals shall not be left alone with a class without a teacher present.
- 9:4-9 Para-professionals shall receive a base pay differential of one thousand dollars (\$1,000) for the duration of the contract. This provision shall include all currently employed para-professionals.
- 9:4-10 Para-professionals will sign off on a job description to be mutually developed by the Board and the Association, to include training and Hepatitis B vaccination. Said job description will be applicable to all summer school employees.
- 9:4-11 High School Para-professionals lunch and break times

Lunch: thirty (30) minutes. Two (2) fifteen (15) minute breaks; however one shall be in the A.M. and one in the P.M.
- 9:4-12 Staff members shall not be required to perform a single-person lift for any child who exceeds thirty-five (35) pounds. In the event a two-person lift must be performed, available, trained staff within the building shall be used.
- 9:5 **Athletic Trainer**
- 9:5-1 The Athletic Trainer's contract shall run two hundred three (203) days between August 15, and June 15. The extra twenty (20) days included above, shall be paid at twenty, two hundredths (20/200th) of the current salary, to be distributed equally throughout the contract. Additional hours shall be at the discretion of the Athletic Director, and shall be compensated at the above rate on a time card basis.
- 9:5-2 Work required for the maintenance of the Athletic Trainer's certificate/license shall be paid by the employer at the current rate. The employee shall submit a voucher for such payment.

ARTICLE X

Temporary Leaves of Absence

- 10:1 **Sick Days**
- 10:1-1 The Board shall grant fourteen (14) sick days per year, and up to nineteen (19) days at the Board's discretion, for twelve month employees.
- 10:1-2 For ten month employees, the Board shall grant eleven (11) sick days per year, and up to sixteen (16) days at the Board's discretion.
- 10:1-3 In either case, up to five (5) sick days may be used for family sickness. The extra five (5) days possible are not to be construed as cumulative.

10:1-4 Employees starting their employment with the district on July 1, 1992, or later shall be credited with a total of ten (10) sick days per year for first two (2) years, eleven (11) sick days thereafter. All employees shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.

10:1-5 Call-in time for all temporary leaves of absence shall be no later than one (1) hour prior to the start of the individual reporting time.

10:1-6 Para-professionals: If an employee leaves from work for reasons of illness, he/she shall be charged pro-rata for sick days.

10:2 **Payment for Unused Sick Leave and Retirement**

10:2-1 Upon retirement, an employee shall be compensated for his/her accumulative sick leave at a rate of half (1/2) pay for each full day, with a maximum dollar amount of twenty thousand dollars (\$20,000). If statutory language caps the amount allowable for accumulated sick leave compensation, and that amount is less than twenty thousand dollars (\$20,000), that amount shall replace the existing rate.

10:2-2 In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.

10:2-3 Previously accumulated sick leave will be restored to any Association member upon return from an extended, Board approved, leave of absence.

10:2-4 403(b) Sick Leave Compensation

The Board shall deposit an employee's accumulated sick leave compensation into a 403(b) account of the employee's choosing within thirty (30) days of separation from the district via retirement.

10:2-5 403(b) Account Management

To preserve the investment interests of staff, the Board shall apprise the Association of, and accept input, prior to making decisions concerning the design and implementation of any actions taken to conform to the new regulations for 403(b) plans, or any further regulations that may be considered or enacted by the IRS or other bodies with respect to same.

Such decisions shall include, but not be limited to:

- a. Decision to utilize a third party to administer and coordinate information sharing among vendors
- b. Access to, and involvement in determination of plan changes
- c. Number of, and criteria for the selection of vendors
- d. List of approved vendors and options
- e. Available investment options, regardless of vendors
- f. Optional features (repayment terms, rollovers, exchanges and transfers, etc.)
- g. Regular review of plan by all parties, including the Association

The Board shall continue to provide staff access to multiple 403(b) vendors. Said vendors shall meet state regulations.

The Board shall grant employees access to personal loans, catch up contributions, hardship, and in-service withdrawals from the employee's 403(b) account.

10:3 **Professional Days**

The Board shall grant four (4) professional days subject to the Superintendent's approval. Additional days may be granted at the discretion of the Superintendent of Schools. All approved expenses shall be reimbursed within thirty (30) days of professional day. For para-professionals, the Superintendent may authorize absences of para-professionals for professional purposes, not to exceed three (3) school days in any school year. The employees shall make application for the authorization of such absence at least ten (10) days in advance of their occurrence.

10:4 **Personal Days**

10:4-1 The Board shall grant two (2) personal days per year for ten (10) month employees for their first and second years of employment and three (3) personal days thereafter. The Board shall grant three (3) personal days for twelve month employees. The employee will not be required to state the reason for taking such leave other than stating that it is a personal day. Employees are required to give forty-eight (48) hours notice except in an emergency situation. Days not used in a calendar year shall be transferred to the individual's accumulated sick days at the rate of one (1) day per personal day. No more than five percent (5%) of the teaching staff will be permitted to take a personal day on any given day. The five percent (5%) will be on a first come, first served basis. For para-professionals, no more than five percent (5%) of the staff will be permitted to take a personal day on any given day. The five percent (5%) will be on a first come, first served basis.

10:4-2 Pursuant to 10:4-1, no more than one (1) personal day shall be allowed immediately before or after a recess or holiday, but not both. If school is closed for two (2) days within any week, no more than one (1) personal day may be used. If school is closed for three (3) or more days within any week, no personal days may be used.

10:5 **Death in the Family**

The Board shall grant four (4) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. The immediate family shall include: mother or father, husband or wife, son or daughter, brother or sister, guardian, father/mother-in-law, grandparents and grandchildren, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step-family member, and significant other living in household. The Board shall allow for extenuating circumstances.

10:6 **Maternity Leave**

10:6-1 No tenured or non-tenured employee shall be removed from their duties during their pregnancy except on one (1) of the following basis:

- (1) the Board of Education has found that their performance has noticeably declined.
- (2) if the basis is for physical condition or capacity:
 - A. The pregnant employee cannot produce a certification from their physician that they are medically able to continue working, or
 - B. The Board of Education's physician and the employee's Physician agree that they cannot continue working, provided, however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of that employee's capacity to continue working.
 - C. Any other just cause.

10:6-2 All tenured and non-tenured pregnant employees may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continue to a specific date after the birth.

10:6-3 Use of sick days for maternity leaves shall not exceed twenty (20) days prior, and twenty (20) days after the anticipated delivery date.

10:6-4 No tenured or non-tenured employee shall be barred from returning to work after the birth of their child solely on the grounds that there has not been a time lapse between the birth and their desired date of return, except as is provided in the preceding paragraph.

10:6-5 Any tenured or non-tenured employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at the time they notify the Superintendent of their pregnancy which shall be at least sixty (60) days prior to commencement of said leave. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the date which they desire to return from said leave of absence. The Board shall grant such leave of absence with the requested commencement date and the date of return, which commencement date may be any time prior to birth.

10:6-6 Any tenured or non-tenured employee may return to work within the school year in which their leave begins, provided they shall have requested to do so in their application for a leave of absence and shall have specified the month when they desire to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if they make application at least six

(6) weeks prior to the expiration date of their leave of absence and subject to the provisions of this Article.

10:6-7 It is understood that the leave provided for maternity and/or child rearing is with the employee's entitlements under the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act.

10:7 **Other Leaves**

10:7-1 Upon the request of a tenured employee, a leave of absence without pay and benefits may be granted for not more than one (1) year. Said request shall not be unreasonably denied. The number of employees under this leave provision shall not exceed five (5), unless extended by the Superintendent. Employees may pay their insurance premiums through the Board at group rates.

10:7-2 If the leave exceeds five (5) months, it shall not count for advancement on the salary guide.

Example: An employee on Step 4 of the salary guide receives a leave of absence for five (5) months or less for the next school year. Time worked in that next school year would be on Step 5.

Example: An employee on Step 4 of the salary guide receives a five (5) month and one (1) day (or longer) leave of absence for the next school year. Time worked, if any, in that next school year would be on Step 5. The following year the employee would remain at Step 5.

10:7-3 Para-professionals shall be allowed to take a non-paid leave of absence of up to one (1) year at the discretion of the Board.

10:8 **Child Rearing Leave**

Any employee or spouse adopting a child shall receive similar leave as for Maternity, which shall commence upon their receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity or child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manchester Township School District in the area of their certification or competence.

ARTICLE XI

Employee Rights and Protection

11:1 **Rights and Protection in Representation**

Pursuant to the New Jersey Employer Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employee-Employer Relations Act or any other laws of New Jersey or the Constitutions of New Jersey and the United States,

that it shall not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

11:2 **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as she/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

11:3 **Just Cause Provision**

11:3-1 No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

11:3-2 In the case of a disciplinary action concerning a para-professional, involving a fine, suspension or termination of employment, the employee shall be granted a hearing before the Board, within thirty (30) days of such action, if requested. At that time the employee shall have a right to respond to the action taken, present evidence and/or testimony, and to cross examine witnesses.

11:4 **Required Meetings or Hearings**

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then she/he shall be given at least 48 hours written notice, under normal circumstances, of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meetings or interview. This does not apply to meetings between teachers and administrators concerning in-class observations. During such meetings however, teachers may have Association representation if they so desire.

11:5 **Criticism of Employees**

Any criticism by a supervisor, administrator, or board member of an employee during the normal workday shall be made in confidence and not in the presence of others. Written evaluations or any material of a personal nature shall be in a sealed, addressed envelope when placed in an employee's mailbox. Likewise, any criticism by an employee of a supervisor, administrator, or board member, during a normal workday, shall be made in confidence and not in the presence of others.

11:6 **Association Identification**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

11:7 **Derogatory Material**

No derogatory material may be placed in an employee's file without his/her seeing it. The employee shall place his/her signature on the document. The document shall also be signed by the Administration. The signing of such materials by the employee is not an indicator of agreement with the contents of the material.

11:8 The president of the Association shall be notified in writing of any new employee hired or promoted who is covered by this contract. Such notification shall include the title and salary. Such notification shall be made within the ten (10) days of Board action. This includes the return of an employee to the district.

11:9 **Payroll**

11:9-1 All ten (10) month employees will be provided with the option of having a twelve (12) month pay plan.

Payroll of all employees will be deposited, via direct deposit only, into the Bank (s) of the employee's choosing.

11:9-2 The Board shall pay coaching stipends in two (2) equal installments: mid-season and at the conclusion of the season.

Fall sports -	October 15 th and November 15 th
Winter sports -	January 15 th and February 15 th
Spring sports -	April 15 th and May 15 th

11:9-3 The Board shall pay advisor stipends in two (2) equal installments: December 15th and June 15th.

11:9-4 The Association has a list of current volunteer advisors. These advisors must apply to the Superintendent to be recognized. If the Superintendent deems the advisory position worthy of compensation, the advisor will be paid via time card at forty-seven dollars (\$47) per hour for the duration of the contract, effective February 15, 2010.

11:10 **Non-Tenure Disclosure**

Administrators will use the Non-Tenure Disclosure Form to clarify employee status upon hiring of a replacement for an employee on a leave of absence. (Appendix B)

ARTICLE XII

Employee Assignment

12:1 **Notification**

All employees shall be given written notice of their schedules, tentative or proposed class and/or assignments, building assignments and room assignments for the forthcoming year as soon as possible but no later than August 15th, unless impractical to do so. A list of said schedules and assignments shall be simultaneously sent to the Association.

12:2 **Revisions**

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after July 15, the Association and any employee affected shall be notified promptly in writing. The employee affected may request a meeting with the Superintendent or his/her representative, which shall not be unreasonably denied.

12:3 **Mileage**

Schedules of employees who are assigned to more than one (1) school shall be arranged so that no employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any change in their schedules as soon as practicable. Employees required to use a personal vehicle to travel between schools or to travel on school business shall be reimbursed at a rate of thirty-one (31) cents per mile as dictated by state regulations. In the event that the regulations currently governing mileage are overturned, the parties agree that the provisions in Article 12:3, governing the rate for mileage, shall be reinstated at the rate (thirty-eight [38] cents per mile) specified in the 2006–2009 negotiated agreement.

12:4 **Involuntary Transfer**

12:4-1 Notice of involuntary transfer or reassignment to another building shall be given to employees as soon as practicable.

12:4-2 All vacancies in existing or newly created positions covered by this contract, shall be posted by the Board via the Superintendent's Bulletin at least ten (10) working days in advance of the position being filled. The Association President will, at the same time, receive a copy of said notice.

ARTICLE XIII

Transfers and Reassignments

13:1 Notification of Vacancies

No later than May 30 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies or newly-created positions which will occur during the following school year.

13:2 Filing Requests

Employees who desire to change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which she/he desires to be transferred, in order of preference. Such requests for transfers or reassignments for the following year shall be submitted not later than June 1st.

13:3 Posting

Before June 20th, the Superintendent shall deliver to the Association a list of all known reassignments and/or transfers and the nature of those reassignments and/or transfers, and additional vacancies.

ARTICLE XIV

Insurance Protection

14:1 Health Insurance

14:1-1 Employees hired after July 1, 1997, shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, and employee/child.

14:1-2 The Board will pay full premium on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal to, or the same as the PACE program.

14:1-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:1-2.

14:1-4 Employees hired prior to July 1, 2009, who hold traditional health coverage, shall retain this product unless the employee changes to a new product. Those employees hired prior to July 1, 2009, who are enrolled under either PPO or HMO coverage, shall have the opportunity to change to the traditional plan during the May, 2010 thirty (30) day open enrollment period.

14:1-5 Employees hired after July 1, 2009 shall have a choice of the benchmarked PPO and HMO products only (benchmarking July 1, 2009), and shall have all the conditions in 14:1-1, 14:1-2, and 14:1-3 as listed above.

14:1-6 The PPO office visit co-pay shall be increased from ten dollars (\$10) to fifteen dollars (\$15) for the duration of the contract.

14:1-7 The major medical deductible shall be increased effective January 1, 2010 as follows:

	<u>Old</u>		<u>New</u>
A. Traditional Single	\$150	to	\$200
B. Traditional Family	\$300	to	\$400
C. PPO Single	\$150	to	\$250 for out of network
D. PPO Family	\$300	to	\$500 for out of network

14:1-8 Effective January 1, 2010, the threshold cap on major-medical coverage (out of pocket maximum) shall be increased as follows:

	<u>Old</u>		<u>New</u>
A. Traditional Single	\$3,000	to	\$4,000
B. Traditional Family	\$6,000	to	\$8,000
C. PPO Single	\$3,000	to	\$5,000
D. PPO Family	\$6,000	to	\$10,000

Examples: Threshold Cap (out of pocket maximums)

<u>Deductibles</u>	<u>Threshold cap</u>	<u>Total out of pocket Maximum by employees</u>
A. Traditional Single	\$200 plus (80% of \$4000 = \$ 800)	= \$1,000
B. Traditional Family	\$400 plus (80% of \$8000 = \$1,600)	= \$2,000
C. PPO Single	\$250 plus (80% of \$5000 = \$1,000)	= \$1,250
D. PPO Family	\$500 plus (80% of \$10,000 = \$2,000)	= \$2,500

After reaching the total out of pocket maximum, all expenses shall be paid at one hundred (100%) percent by the carrier.

14:1-9 There shall be a thirty (30) day open enrollment period for insurance changes in May during each contractual year. The changes will be effective July 1.

14:1-10 Insurance Waiver Opt Out

Employees may choose to opt out of health benefits, receiving a 50% cash waiver incentive, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during the open enrollment period. Coverage shall commence immediately upon enrollment. Re-entry into the Manchester Twp. School District plan will be limited to the benchmarked PPO or HMO plans effective July 1, 2009. During the May open enrollment period, any employee that had previously opted out shall have the opportunity to opt into the PPO or HMO plan without a physical.

Waiver forms must be completed, signed, and submitted by the employee with copies provided to the MTEA, and Board of Education. The Board of Education and the Manchester Township Education Association shall be held harmless.

The Board of Education will establish an IRS 125 plan.

14:2 **Dental Insurance**

14:2-1 Employees hired after July 1, 1997 shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child.

14:2-2 The Board will pay full premium on the Family Plan for dental care under a carrier of their choice. Such plan will be for 100% coverage of those employees eligible for same.

14:2-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:2-2.

14:3 **Optical Insurance**

14:3-1 A vision/eyeglass plan of the Board's choosing shall be implemented; covering the same personnel and dependents as present medical coverage.

14:3-2 Effective with the 1994/95 school year, there shall be a deductible of \$10.00 for an exam and \$25.00 for glasses or lenses.

14:3-3 Employees hired after July 1, 1997 shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child.

14:3-4 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:3-1.

14:4 **Prescription Plan**

14:4-1 Employees hired after July 1, 1997 shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child.

14:4-2 For the duration of the contract, the Board will pay the full premium on the Family Plan at the following co-pay rates:

At retail pharmacy

Generic Brand - \$10 (30 day supply)
Non-generic Brand - \$25 (30 day supply)

Mail Order shall be two (2) times the retail pharmacy rate

Generic Brand - \$20 (90 day supply) ... $\$10 \times 2 = \20
Non-generic Brand - \$50 (90 day supply) ... $\$25 \times 2 = \50

If a generic prescription is not available, the non-generic prescription will be \$10. The plan will include insulin and contraceptives.

14:4-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:4-2.

14:5 **Continuation of Insurance Protection**

All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance.

14:6 **New Hires**

All new hire teachers leaving a district with tenure and entering this district shall receive a benefits package the same as a tenured teacher.

ARTICLE XV

Tuition Reimbursement

The Board will pay for the cost of graduate college credits only, within the following limitations:

15:1 Courses are approved by the Superintendent.

15:2 Courses shall be in education or clearly related fields, in a recognized graduate program.

15:3 No employee will be reimbursed for more than nine (9) credits during any

school year (July 1 - June 30).

- 15:4 Employee must request permission for reimbursement by June 1st for summer and fall courses, and by January 1st for spring courses.
- 15:5 An employee must reserve graduate credits by June 1st for summer and fall courses, and by January 1st for spring courses.
- 15:6 To ensure reimbursement for reserved graduate credits, an employee must request written approval of the course title, no less than ten (10) days prior to the start of the course. In an emergency situation, the Superintendent may allow a shorter period of time for approval.
- 15:7 The Board will allow for 100% of state school per credit cost, up to a maximum number of credits of three hundred (300) for all employees covered by this contract. Employees attending a state school will be reimbursed at that school's rate of tuition per credit. Employees attending a private school will be reimbursed at the rate per credit of the private school, or the highest rate per credit of a state school, whichever is lower.
- 15:8 Permission for credit reimbursement shall be on a first-come, first-served basis.
- 15:9 The Board will reimburse the employees after they have successfully completed the courses, within thirty (30) days of receipt of proof of course completion and all appropriate documentation, including a completed purchase order, to the Board, as long as the above is received by the fifth of the month.
- 15:10 The Board will pay for courses which they request the employee to take.
- 15:11 Secretaries and para-professionals are eligible under the above for college level courses which will enhance their positions. All other items apply.
- 15:12 Employees may request professional development reimbursement by submitting a proposal, in writing, to the Superintendent of Schools, at least ten (10) days prior to the start of any activity for which reimbursement is being sought. Reimbursement shall be limited to a maximum of two hundred fifty (\$250.) dollars per employee during a school year (July 1 through June 30) and shall be subject to the availability of funds budgeted by the Board of Education. The Superintendent's decision with regard to any request shall be final and not subject to the grievance procedure contained herein.

ARTICLE XVI

Professional Development

16:1 Professional Development

- 16:1-1 As required by the New Jersey State Board of Education, the Local Professional Development Committee (LPDC) and the School Professional Development Committee (SPDC) shall be given release time during the school day to perform the duties and functions mandated by the regulations.

A joint meeting of the Local Professional Development Committee and the School Professional Development Committees shall take place twice yearly, during the fall and spring, within the district, within the contractual day.

- 16:1-2 In the event meetings are scheduled beyond the normal workday, committee members shall be compensated at a rate of forty-seven dollars (\$47), effective February 15, 2010.
- 16:1-3 The Board agrees to provide a minimum of twelve (12) qualified professional development hours per school year.
- 16:1-4 The Board and the Association agree to formulate a committee to study in-house professional development credits on the salary guide. Said committee shall be composed of two (2) Board of Education members and two (2) Association members. This committee shall meet no later than December 2009.

16:2 **Mentoring**

- 16:2-1 The Superintendent shall, in a timely manner, deliver to the Association and post in all school buildings, a list of known vacancies for Mentoring positions.
All applicants for the position of Mentor teacher shall apply via the Mentor Teacher Application form.

In selecting candidates for Mentoring positions, preference shall be given to qualified, *tenured* candidates. Previously tenured teachers who have separated from the district and then returned, shall be considered eligible candidates for mentoring positions. Thorough consideration shall be given to an equal sharing of these assignments on a rotating basis.

- 16:2-2 No teacher shall be assigned to serve as a Mentor to more than one provisional, alternate route, or student teacher at the same time.
- 16:2-3 The Board shall provide comprehensive training for all Mentor teachers prior to the start of their assignment.

Mentor teachers shall receive release time for such training if held during the regular workday.

- 16:2-4 The Board shall budget all expenses related to the District Mentoring Plan including, but not limited to:
 - a. Mentor teacher training
 - b. Substitute/teacher coverage for meetings and observations
 - c. In and out-of-district workshops, as needed
 - d. All necessary and applicable materials

ARTICLE XVII

Association Rights and Privileges

17:1 Meetings

The Board shall agree to hold negotiations sessions and grievance proceedings after the workday. The Board shall hold grievance proceedings at a time mutually agreeable to both parties.

17:2 Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the building principal. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall not be unreasonably withheld.

17:3 Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, computers and all types of audio-visual equipment, with the exception of school telephones, at reasonable times when such equipment is not otherwise in use, upon approval of the building principal. The Association shall pay for the reasonable costs of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Approval shall not be unreasonably withheld.

17:4 Bulletin Board

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association, upon prior approval of the Superintendent or his/her designee, said approval not to be unreasonably withheld. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required, except nothing of a political, personal, libelous, derogatory or inflammatory nature shall be posted.

17:5 Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the prior approval of building principals and other members of the administration.

17:6 **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organizations.

17:7 **General Association Meetings**

One (1) hour of the agenda shall be reserved for the Manchester Township Education Association to conduct a general association meeting on Orientation Day.

17:8 **Association Release Time**

The Association President, if a high school teacher, shall be assigned no more than five (5) teaching assignments with no other assignments. He/she shall have one period free for association business. If an elementary teacher, he/she shall be exempt from all non-teaching duties and shall be allowed a free period for association business. Periods assigned for association business shall not be a lunch period or a prep period. If an Association President is a non-teaching member, he/she shall have a period equivalent to a normal or average teaching period per day for that building. *If it is not practical for the Association President to have an unassigned period due to the nature of his/her teaching assignment, the period for the Association business as mentioned above may be transferred to the association vice president after consultation with the Superintendent. The intent of this is to provide flexibility for the use of the Association business period in an extenuating circumstance, and not intended to eliminate the period during a school year.

17:9 **Representation Fee**

17:9-1 Purpose of Fee

If an employee does not become a member of the Association during any membership year July 1 to the following June 30 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.

17:9-2 Amount of Fee

A. 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 equal to 85% of that amount.

B. 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 has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

17:9-3 Deduction and Transmission of Fee

A. 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 17:9-3B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. 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: [1] ten (10) days after receipt of the aforesaid list by the Board; or, [2] thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

C. Termination of Employment:

If an employee who is required to pay a representation fee terminates his/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.

D. Mechanics:

Except as otherwise provided in the 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.

E. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 17:9-3A above and/or the amount 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.

F. 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 the 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.

17:9-4 Board Liability

The Association shall indemnify and hold the employer 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 provision.

ARTICLE XVIII

Past Practice

All terms and conditions of employment applicable on the effective date of this contract shall continue to be so applicable during the term of this Agreement.

ARTICLE XIX

Secretarial Compensation - Education

- 19:1 A three hundred dollar (\$300.00) per year base pay differential shall be paid to any secretary who attains a I-A certificate (Foundations of Education, Business Communications, Human Relations for Educational Secretaries).
- 19:2 A four hundred fifty dollar (\$450.00) per year base pay differential shall be paid to any secretary who attains a II-A certificate (Thirty credit hours of college work, the three above courses and School Law for Ed. Secretaries).
- 19:3 A six hundred fifty dollar (\$650.00) per year base pay differential shall be paid to any secretary who attains an AA degree or sixty-four (64) credit hours of college work, including the above four courses.
- 19:4 All base pay differentials are cumulative.

ARTICLE XX

Salaries & Stipends

- 20:1 Salaries for teachers are attached as Schedules A-1 through A-5.
- 20:2 Salaries for secretaries are attached as Schedules B-1 through B-3.
- 20:3 Salaries for para-professionals are attached as Schedule C.
- 20:4 Salaries for coaches are attached as Schedules D.

- 20:5 Salaries for advisors are attached as Schedule E.
- 20:6 All salary schedules attached hereto are made a part hereof.

ARTICLE XXI

Longevity - Teachers and Secretaries

- 21:1 \$500.00 Longevity increment after seven (7) years in Manchester.
- 21:2 \$700.00 Longevity increment, in addition to the above, after twelve (12) years in Manchester.
- 21:3 \$600.00 Longevity increment, in addition to the above, after fifteen (15) years in Manchester.
- 21:4 The above applies to all teachers and secretaries hired prior to July 1, 1989. All employees hired after July 1, 1989 shall not receive longevity increments.
- 21:5 Longevity will be figured by anniversary date, and if necessary, will be pro-rated each year using that date.
- 21:6 \$1,000.00 increment, exclusive of above, after twenty (20) years as a practicing teacher. In order to receive this increment, employees must have worked in the Manchester Township Schools at least ten (10) years. Employees hired after July 1, 1989 shall not be eligible.

\$1,000.00 increment after twenty (20) years of service as a secretary. In order to receive this increment, employees must have worked in the Manchester Township Schools at least ten (10) years.

ARTICLE XXII

Tutoring

Effective February 15, 2010, and for the duration of the contract, forty-seven dollars (\$47) per hour will be paid for tutoring requested by the Board, plus mileage at the rate provided for in other parts of this contract.

ARTICLE XXIII

Bus Duty

Teachers on bus duty who have to stay for late buses at least ten (10) minutes past the end of the regular bus duty shall be paid forty-seven dollars (\$47) for the duration of the contract, effective February 15, 2010.

Teachers affected shall be responsible for making out a time card for above payment.

ARTICLE XXIV

Summer Work

24:1 Summer Curriculum Work

Summer curriculum work shall be compensated at a rate of thirty-seven dollars (\$37) for the duration of the contract.

24:2 Extended School Year Program

Salary for Extended School Year Program positions shall be negotiated under the terms of this Agreement, along with the regular salary schedule.

Placement on the Extended School Year Program salary guide shall be based on years of experience in the district's Extended School Year Program.

The Board shall pay the Extended School Year Program employees in four (4) equal installments: July 15th, July 30th, August 15th, and August 30th.

ARTICLE XXV

Seniority - Para-professionals

25:1 Para-professionals shall be defined as both personal aides and classroom aides. Seniority is defined as an employee's total length of service with the employer, beginning with his/her original date of hire for para-professional service. In the event that a staff member had previous para-professional service in the district, this service shall count towards his/her seniority, i.e.: A para-professional who worked one (1) year as a classroom aide and then three (3) years as a personal aide accrues four (4) years total seniority. There shall be no seniority for part-time para-professional over full time para-professionals. Anyone who works less than three and one-half (3 ½) hours shall not receive seniority.

25:2 The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the Association as changes occur.

25:3 An employee having broken service with employer shall not accrue seniority credits for the time he/she was not employed by the employer.

25:4 A resignation ends all seniority. If re-employed, the employee starts all over.

25:5 In all cases where advantages or disadvantages may accrue to an para-professional (s), other than in a transfer, layoff or recall, the para-professional (s) with the greatest seniority shall be given preference.

25:6 In the event layoffs occur, employees shall be laid off in inverse order based on their seniority. An employee being laid off shall be given sixty (60) working days advance written notice of said layoff. A copy of said notice shall be forwarded to the Association ten (10) working days prior to the employee's notification.

- 25:7 In the event of a RIF situation, should two (2) or more para-professionals have equal seniority, the employee with other in-district para-professional experience shall be deemed to have greater seniority.
- 25:8 Recall of employees shall be made in the inverse order of layoff with the most senior employee on layoff being recalled first. As full time positions become available, employees on layoff shall be recalled before any individual is hired.
- 25:9 Employees on layoff shall be recalled before any individual is hired to fill the position from which he was laid off.
- 25:10 In case of a tie in seniority between two (2) or more para-professionals, with regard to layoff or recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. The Association President or his/her designee shall be present to witness said lottery.

ARTICLE XXVI

Seniority - Secretaries

- 26:1 Seniority is defined as an employee's total length of service as a secretary, from his/her date of hire for secretarial service in category.
- 26:2 The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the Association as changes occur.
- 26:3 An employee having broken service with employer shall not accrue seniority credits for the time he/she was not employed by the employer.
- 26:4 A resignation ends all seniority. If re-employed, the employee starts all over.
- 26:5 In the event layoffs occur, employees shall be laid off in inverse order based on their seniority. Employees being laid off shall be given sixty (60) working days advance written notice of said layoff. A copy of said notice shall be forwarded to the Association ten (10) working days prior to the employee's notification.
- 26:6 In the event of a RIF situation, should two (2) or more secretaries have equal seniority, the employee with other in-district secretary experience shall be deemed to have greater seniority.
- 26:7 Recall of employees shall be made in the inverse order of layoff, with the most senior employee on layoff being recalled first, provided he/she is qualified. Consideration will be given for past performance. As full time positions become available, employees on layoff shall be recalled before any individual is hired.

26:8 In case of a tie in seniority between two (2) or more secretaries, with regard to RIF/layoff recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. The Association President or his/her designee shall be present to witness said lottery.

ARTICLE XXVII

Duration of Agreement

This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2012.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective representatives, and their corporate seals to be placed hereon, all on the day and year first above written.

MANCHESTER TOWNSHIP
EDUCATION ASSOCIATION

MANCHESTER TOWNSHIP
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Vice President,
Chief Negotiator

By: _____
Secretary

SCHEDULE A-1

BA Teacher Guide

2009-2012

2008-09 Step	2008-09 Base	Year 1 2009-10 Step	2009-10 Base	Year 2 2010-11 Step	2010-11 Base	Year 3 2011-12 Step	2011-12 Base
						1	\$47,077
				1	\$45,368	1	\$47,077
		1	\$44,825	2	\$45,768	2	\$47,753
1	\$44,800	2	\$45,225	3	\$46,168	3	\$48,355
2	\$45,200	3	\$45,625	4	\$46,568	4	\$50,001
3	\$45,600	4	\$46,025	5	\$47,247	5	\$50,402
4	\$46,000	5	\$46,425	6	\$48,168	6	\$52,318
5	\$46,400	6	\$47,525	7	\$49,584	7	\$52,796
6	\$47,250	7	\$49,141	8	\$51,112	8	\$53,651
7	\$48,516	8	\$50,569	9	\$52,717	9	\$56,227
8	\$49,444	9	\$51,774	10	\$54,623	10	\$58,632
9	\$51,049	10	\$53,540	11	\$56,398	11	\$60,306
10	\$52,015	11	\$54,555	12	\$57,772	12	\$62,160
11	\$52,930	12	\$55,729	13	\$60,526	13	\$63,707
12	\$55,204	13	\$58,483	14	\$63,073	14	\$67,289
13	\$58,222	14	\$61,330	15	\$67,155	15	\$70,970
14	\$62,369	15	\$66,482	16	\$72,236	16	\$77,039
15	\$68,521	16	\$72,693	17	\$78,605	17	\$84,208
16	\$74,400	17	\$78,062	18	\$84,050	17	\$84,208
		18	\$83,506	18	\$84,050	17	\$84,208
17	\$79,433	18	\$83,506	18	\$84,050	17	\$84,208

Movement on the guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2008-2009 moves to Steps 10, 11 and 11 over the three years.

		Year 1		Year 2		Year 3	
2008-09 Step	2008-09 Base	2009-10 Step	2009-10 Base	2010-11 Step	2010-11 Base	2011-12 Step	2011-12 Base
9	\$51,049	10	\$53,540	11	\$56,398	11	\$60,306

Longevity: Per Article XXI

SCHEDULE A-2

BA+30 Teacher Guide

2009-2012

2008-09 Step	2008-09 Base	Year 1 2009-10 Step	2009-10 Base	Year 2 2010-11 Step	2010-11 Base	Year 3 2011-12 Step	2011-12 Base
						1	\$47,943
				1	\$46,234	1	\$47,943
		1	\$45,691	2	\$46,634	2	\$48,619
1	\$45,666	2	\$46,091	3	\$47,034	3	\$49,221
2	\$46,066	3	\$46,491	4	\$47,434	4	\$50,867
3	\$46,466	4	\$46,891	5	\$48,113	5	\$51,268
4	\$46,866	5	\$47,291	6	\$49,034	6	\$53,184
5	\$47,266	6	\$48,391	7	\$50,450	7	\$53,662
6	\$48,116	7	\$50,007	8	\$51,978	8	\$54,517
7	\$49,382	8	\$51,435	9	\$53,583	9	\$57,093
8	\$50,310	9	\$52,640	10	\$55,489	10	\$59,498
9	\$51,915	10	\$54,406	11	\$57,264	11	\$61,172
10	\$52,881	11	\$55,421	12	\$58,638	12	\$63,026
11	\$53,796	12	\$56,595	13	\$61,392	13	\$64,573
12	\$56,070	13	\$59,349	14	\$63,939	14	\$68,254
13	\$59,088	14	\$62,196	15	\$68,120	15	\$71,935
14	\$63,235	15	\$67,447	16	\$73,201	16	\$78,043
15	\$69,486	16	\$73,658	17	\$79,609	17	\$85,176
16	\$75,425	17	\$79,066	18	\$85,017	17	\$85,176
		18	\$84,474	18	\$85,017	17	\$85,176
17	\$80,398	18	\$84,474	18	\$85,017	17	\$85,176

Movement on the guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2008-2009 moves to Steps 10, 11, and 11 over the three years.

		Year 1		Year 2		Year 3	
2008-09 Step	2008-09 Base	2009-10 Step	2009-10 Base	2010-11 Step	2010-11 Base	2011-12 Step	2011-12 Base
9	\$51,915	10	\$54,406	11	\$57,264	11	\$61,172

Longevity: Per Article XXI

SCHEDULE A-3

MA Teacher Guide

2009-2012

2008-09 Step	2008-09 Base	Year 1 2009-10 Step	2009-10 Base	Year 2 2010-11 Step	2010-11 Base	Year 3 2011-12 Step	2011-12 Base
						1	\$48,320
				1	\$ 46,611	1	\$48,320
		1	\$46,068	2	\$ 47,011	2	\$48,996
1	\$46,043	2	\$46,468	3	\$ 47,411	3	\$49,598
2	\$46,443	3	\$46,868	4	\$ 47,811	4	\$51,244
3	\$46,843	4	\$47,268	5	\$ 48,490	5	\$51,645
4	\$47,243	5	\$47,668	6	\$ 49,411	6	\$53,561
5	\$47,643	6	\$48,768	7	\$ 50,827	7	\$54,039
6	\$48,493	7	\$50,384	8	\$ 52,355	8	\$55,069
7	\$49,759	8	\$51,812	9	\$ 54,135	9	\$57,645
8	\$50,687	9	\$53,192	10	\$ 56,041	10	\$60,050
9	\$52,467	10	\$54,958	11	\$ 57,816	11	\$61,724
10	\$53,433	11	\$55,973	12	\$ 59,190	12	\$63,578
11	\$54,348	12	\$57,147	13	\$ 61,944	13	\$65,125
12	\$56,622	13	\$59,901	14	\$ 64,491	14	\$68,755
13	\$59,640	14	\$62,748	14	\$68,621	15	\$72,486
14	\$63,787	15	\$67,948	16	\$73,752	16	\$78,669
15	\$69,987	16	\$74,209	17	\$80,235	17	\$86,526
16	\$75,916	17	\$79,692	18	\$86,367	17	\$86,526
		18	\$85,824	18	\$86,367	17	\$86,526
17	\$81,748	18	\$85,824	18	\$86,367	17	\$86,526

Movement on the guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2008-2009 moves to Steps 10, 11, and 11 over the three years.

		Year 1		Year 2		Year 3	
2008-09 Step	2008-09 Base	2009-10 Step	2009-10 Base	2010-11 Step	2010-11 Base	2011-12 Step	2011-12 Base
9	\$52,467	10	\$54,958	11	\$ 57,816	11	\$61,724

Longevity: Per Article XXI

SCHEDULE A-4

MA+30 Teacher Guide

2009-2012

2008-09 Step	2008-09 Base	Year 1 2009-10 Step	2009-10 Base	Year 2 2010-11 Step	2010-11 Base	Year 3 2011-12 Step	2011-12 Base
						1	\$49,243
				1	\$47,534	1	\$49,243
		1	\$46,991	2	\$47,934	2	\$49,919
1	\$46,966	2	\$47,391	3	\$48,334	3	\$50,521
2	\$47,366	3	\$47,791	4	\$48,734	4	\$52,167
3	\$47,766	4	\$48,191	5	\$49,413	5	\$52,568
4	\$48,166	5	\$48,591	6	\$50,334	6	\$54,484
5	\$48,566	6	\$49,691	7	\$51,750	7	\$54,962
6	\$49,416	7	\$51,307	8	\$53,278	8	\$55,817
7	\$50,682	8	\$52,735	9	\$54,883	9	\$58,393
8	\$51,610	9	\$53,940	10	\$56,789	10	\$60,798
9	\$53,215	10	\$55,706	11	\$58,564	11	\$62,472
10	\$54,181	11	\$56,721	12	\$59,938	12	\$64,326
11	\$55,096	12	\$57,895	13	\$62,692	13	\$65,873
12	\$57,370	13	\$60,649	14	\$65,239	14	\$69,455
13	\$60,388	14	\$63,496	15	\$69,321	15	\$73,136
14	\$64,835	15	\$68,648	16	\$74,402	16	\$79,244
15	\$70,687	16	\$74,859	17	\$80,810	17	\$87,026
16	\$76,566	17	\$80,267	18	\$86,867	17	\$87,026
		18	\$86,324	18	\$86,867	17	\$87,026
17	\$82,248	18	\$86,324	18	\$86,867	17	\$87,026

Movement on the guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2008-2009 moves to Steps 10, 11 and 11 over the three years.

		Year 1		Year 2		Year 3	
2008-09 Step	2008-09 Base	2009-10 Step	2009-10 Base	2010-11 Step	2010-11 Base	2011-12 Step	2011-12 Base
9	\$53,215	10	\$55,706	11	\$58,564	11	\$62,472

Longevity: Per Article XXI

SCHEDULE A-5

PhD Teacher Guide

2009-2012

2008-09 Step	2008-09 Base	Year 1 2009-10 Step	2009-10 Base	Year 2 2010-11 Step	2010-11 Base	Year 3 2011-12 Step	2011-12 Base
						1	\$51,243
				1	\$49,534	1	\$51,243
		1	\$48,991	2	\$49,934	2	\$51,919
1	\$48,966	2	\$49,391	3	\$50,334	3	\$52,521
2	\$49,366	3	\$49,791	4	\$50,734	4	\$54,167
3	\$49,766	4	\$50,191	5	\$51,413	5	\$54,568
4	\$50,166	5	\$50,591	6	\$52,334	6	\$56,484
5	\$50,566	6	\$51,691	7	\$53,750	7	\$56,962
6	\$51,416	7	\$53,307	8	\$55,278	8	\$57,817
7	\$52,682	8	\$54,735	9	\$56,883	9	\$60,393
8	\$53,610	9	\$55,940	10	\$58,789	10	\$62,798
9	\$55,215	10	\$57,706	11	\$60,564	11	\$64,472
10	\$56,181	11	\$58,721	12	\$61,938	12	\$66,326
11	\$57,096	12	\$59,895	13	\$64,692	13	\$67,873
12	\$59,370	13	\$62,649	14	\$67,239	14	\$71,455
13	\$62,388	14	\$65,496	15	\$71,321	15	\$75,136
14	\$66,838	15	\$70,648	16	\$76,402	16	\$81,244
15	\$72,687	16	\$76,859	17	\$82,810	17	\$89,026
16	\$78,566	17	\$82,267	18	\$88,867	17	\$89,026
		18	\$88,324	18	\$88,867	17	\$89,026
17	\$84,248	18	\$88,324	18	\$88,867	17	\$89,026

Movement on the guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2008-2009 moves to Steps 10, 11, and 11 over the three years.

		Year 1		Year 2		Year 3	
2008-09 Step	2008-09 Base	2009-10 Step	2009-10 Base	2010-11 Step	2010-11 Base	2011-12 Step	2011-12 Base
9	\$55,215	10	\$57,706	11	\$60,564	11	\$64,472

Longevity: Per Article XXI

SCHEDULE B-1

10 Month Secretary Guides

2009-2012

		Year 1		Year 2		Year 3	
	2008-09	2009-10	2009-10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
						1	\$24,500
				1	\$23,500	1	\$24,500
		1	\$23,500	2	\$24,573	2	\$25,573
1	\$23,500	2	\$23,885	2	\$24,573	2	\$25,573
2	\$23,885	3	\$24,573	3	\$26,073	3	\$27,073
3	\$24,573	4	\$25,870	4	\$27,006	4	\$28,206
4	\$25,589	5	\$26,886	5	\$28,021	5	\$29,296
5	\$26,522	6	\$28,522	6	\$29,657	6	\$30,557
6	\$28,700	7	\$31,668	7	\$31,668	7	\$31,668
7	\$31,668	7	\$31,668	7	\$31,668	7	\$31,668

Movement on guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on Step 3 on the 2008-2009 moves to steps 4, 4, and 4 over the three years.

		Year 1		Year 2		Year 3	
2008-09	2008-09	2009-10	2009-10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
3	\$24,573	4	\$25,870	4	\$27,006	4	\$28,206

Longevity: Per Article XXI

SCHEDULE B-2

12 Month Secretary Guides

2009-2012

		Year 1		Year 2		Year 3	
2008-09	2008-09	2009-10	2009 10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
						1	\$27,000
				1	\$25,700	1	\$27,000
		1	\$25,200	2	\$26,700	2	\$28,000
1	\$24,000	2	\$25,700	3	\$27,200	3	\$28,970
2	\$24,500	2	\$25,700	3	\$27,200	3	\$28,970
3	\$25,000	3	\$26,200	4	\$27,700	4	\$29,470
4	\$25,970	4	\$27,415	5	\$28,930	5	\$30,700
5	\$27,415	5	\$28,915	6	\$30,415	6	\$32,185
6	\$28,465	6	\$30,465	7	\$31,965	7	\$33,735
7	\$29,616	7	\$31,616	8	\$33,116	8	\$34,889
	new	8	\$33,000	9	\$34,500	9	\$36,270
8	\$33,287	9	\$34,487	10	\$36,075	10	\$37,845
9	\$34,363	10	\$35,775	11	\$37,320	11	\$39,108
10	\$35,775	11	\$37,020	12	\$38,725	12	\$41,295
11	\$37,020	12	\$38,436	13	\$40,236	13	\$43,306
12	\$38,425	13	\$39,683	14	\$43,102	14	\$44,872
13	\$39,683	14	\$41,602	14	\$43,102	14	\$44,872
14	\$41,602	14	\$41,602	14	\$43,102	14	\$44,872

Movement on guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on Step 3 on the 2008-2009 moves to steps 3, 4 and 4 over the three years.

		Year 1		Year 2		Year 3	
2008-09	2008-09	2009-10	2009-10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
3	\$25,000	3	\$26,200	4	\$27,700	4	\$29,470

Longevity: Per Article XXI

SCHEDULE B-3

Principal's Secretary Guides

2009-2012

		Year 1		Year 2		Year 3	
2008-09	2008-09	2009-10	2009 10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
						1	\$29,500
				1	\$29,000	2	\$30,500
1	\$27,000	1	\$28,500	2	\$30,000	3	\$31,500
2	\$27,500	2	\$29,300	3	\$31,100	4	\$32,600
3	\$27,800	2	\$29,300	3	\$31,100	4	\$32,600
4	\$28,200	3	\$30,700	4	\$33,700	5	\$35,525
5	\$31,125	4	\$33,625	5	\$36,125	6	\$38,425
6	\$33,675	5	\$36,175	6	\$38,825	7	\$41,125
7	\$36,325	6	\$38,825	7	\$41,525	8	\$43,825
8	\$37,843	7	\$40,343	8	\$43,043	9	\$45,043
9	\$39,023	8	\$42,023	9	\$45,000	10	\$47,500
10	\$42,319	9	\$45,019	10	\$47,248	11	\$50,248
11	\$44,548	10	\$47,248	11	\$50,648	12	\$53,031
	New	11	\$48,700	12	\$51,531	12	\$53,031
12	\$48,531	12	\$50,031	12	\$51,531	12	\$53,031

Movement on guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on Step 3 on the 2008-2009 moves to steps 2, 3, and 4 over the three years.

		Year 1		Year 2		Year 3	
2008-09	2008-09	2009-10	2009-10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
3	\$27,800	2	\$29,300	3	\$31,100	4	\$32,600

Longevity: Per Article XXI

SCHEDULE C

Para-Professionals Guides

2009-2012

		Year 1		Year 2		Year 3	
2008-09	2008-09	2009-10	2009 10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
				1	\$17,000	1	\$18,500
		1	\$16,500	2	\$17,500	2	\$19,000
1	\$15,500	1	\$16,500	2	\$17,500	2	\$19,000
2	\$16,000	2	\$17,000	3	\$18,000	3	\$19,400
3	\$16,512	3	\$17,512	4	\$18,512	4	\$19,812
4	\$17,460	4	\$18,524	5	\$19,574	5	\$20,839
5	\$18,010	5	\$19,372	6	\$20,472	6	\$21,772
6	\$19,372	6	\$20,372	7	\$22,399	7	\$23,600
7	\$20,372	7	\$22,402	8	\$23,502	8	\$24,610
8	\$22,402	8	\$23,402	9	\$24,502	9	\$25,702
9	\$22,962	9	\$23,962	10	\$25,062	10	\$26,294
10	\$23,632	10	\$24,632	11	\$25,736	11	\$27,136
11	\$24,505	11	\$25,505	12	\$27,775	12	\$28,805
12	\$25,506	12	\$27,006	13	\$28,506	13	\$30,006
	New	13	\$27,806	14	\$30,306	14	\$32,006
13	\$27,776	14	\$29,079	15	\$32,438	15	\$33,438
14	\$29,075	15	\$31,438	15	\$32,438	15	\$33,438
15	\$30,438	15	\$31,438	15	\$32,438	15	\$33,438

Movement on guide begins with the step for 2008-09 and moves horizontally for each year of the agreement.

For example, a person on Step 3 on the 2008-2009 moves to steps 3, 4, and 4 over the three years.

2008-09	2008-09	2009-10	2009-10	2010-11	2010-11	2011-12	2011-12
Step	Base	Step	Base	Step	Base	Step	Base
3	\$16,512	3	\$17,512	4	\$18,512	4	\$19,812

District Service Recognition (DSR) base pay differential: Note- page 45

NOTE:

Para-professionals will:

- receive a base pay differential of one thousand dollars (\$1,000) for the duration of the contract. This provision shall include all currently employed para-professionals.
- receive a clothing reimbursement allowance for instructional accidents.. The allowance, in each school year and per para-professional, shall be a maximum of one hundred and twenty-five dollars (\$125), payable upon proof of damage and submission of a receipted bill.
- receive district service recognition base pay differential:
after twenty (20) years service in district - one thousand dollars (\$1,000)
after twenty-five (25) years service - in district five hundred dollars (\$500)
The above service recognition increases are to be cumulative.

Credit Stipend (Must be related to the position of para-professional.)

Para-professionals will receive:

1. A three hundred dollar (\$300) stipend for the attainment of twenty (20) credit hours of college work.
2. A four hundred-fifty dollar (\$450) stipend for the attainment of forty (40) credit hours of college work.
3. A six hundred-fifty dollar (\$650) stipend for the attainment of an Associate Degree, or sixty-four (64) credit hours of college work.

SCHEDULE D

Coaching Guide

2009-2012

High School		2009-2010	2010-2011	2011-2012
Group A	Head Coach			
	Football	8374	8646	8949
Group A	Assistant Coach			
	Football	6105	6441	6876
Group B	Head Coach			
	Baseball	7291	7528	7829
	Basketball	7291	7528	7829
	Field Hockey	7291	7528	7829
	Soccer	7291	7528	7829
	Softball	7291	7528	7829
	Spring Track	7291	7528	7829
	Wrestling	7291	7528	7829
Group B	Assistant Coach			
	Baseball	5306	5677	5904
	Basketball	5306	5677	5904
	Field Hockey	5306	5677	5904
	Soccer	5306	5677	5904
	Softball	5306	5677	5904
	Spring Track	5306	5677	5904
	Wrestling	5306	5677	5904
Group C	Head Coach			
	Cross Country	6060	6333	6713
	Golf	6060	6333	6713
	Indoor Track	6060	6333	6713
	Lacrosse	6060	6333	6713
	Tennis	6060	6333	6713

Group C	Assistant Coach	2009-2010	2010-2011	2011-2012
	Cross Country	4365	4627	4905
	Golf	4365	4627	4905
	Indoor Track	4365	4627	4905
	Lacrosse	4365	4627	4905
	Tennis	4365	4627	4905
Group D	Head Coach			
	Bowling	5118	5412	5880
	Cheerleading - Fall	5118	5412	5880
	Cheerleading - Winter	5118	5412	5880
	Ice Hockey	5118	5412	5880
	Swimming	5118	5412	5880
	Volleyball	5118	5412	5880
Group D	Assistant Coach			
	Bowling	3636	3854	4201
	Cheerleading - Fall	3636	3854	4201
	Cheerleading - Winter	3636	3854	4201
	Ice Hockey	3636	3854	4201
	Swimming	3636	3854	4201
	Volleyball	3636	3854	4201
	Challenger League	1500	1515	1530
Middle School				
	Head Coach			
	Baseball	4590	4751	4870
	Basketball	4590	4751	4870
	Cheerleading	4590	4751	4870
	Cross Country	4590	4751	4870
	Soccer	4590	4751	4870
	Softball	4590	4751	4870

		2009-2010	2010-2011	2011-2012
	Spring Track	4590	4751	4870
	Wrestling	4590	4751	4870
	Assistant Coach			
	Baseball	3547	3653	3745
	Basketball	3547	3653	3745
	Cheerleading	3547	3653	3745
	Cross Country	3547	3653	3745
	Soccer	3547	3653	3745
	Softball	3547	3653	3745
	Spring Track	3547	3653	3745
	Wrestling	3547	3653	3745

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*Guide does not reflect Off-Guide salaries for Middle School Head Coaches for Baseball, Basketball, and Spring Track. These shall be paid at the rate of \$150.00 per year for the duration of the agreement.

SCHEDULE E

Advisors Guide

2009-2012

High School	2009-2010	2010-2011	2011-2012
Academic Advisor	2145	2177	2188
Alumni Advisor	1647	1668	1709
AV Advisor	2983	3020	3096
Band Director	3915	3974	4013
Band Director Assistant	2664	2774	2884
Band Front	3790	3837	3885
Chess Club	1356	1399	1454
Choreographer	2308	2389	2472
Class Advisor Grade 12	3901	4018	4199
Class Advisor Grade 11	2675	2796	2894
Class Advisor Grade 10	2045	2096	2149
Class Advisor Grade 9	1806	1851	1897
Criminal Justice	1517	1540	1571
Dance Club	2115	2295	2330
Drama Club	5879	6026	6297
Drama Club Business Manager	1413	1434	1449
Drama Club Music Director	2747	2788	2816
Equipment Manager	5400	5481	5618
FBLA	1502	1593	1637
French Club	1662	1687	1712
FEA	1487	1506	1543
Habitat for Humanity	2564	2596	2641
High Steppin' Hawks Advisor	1122	1238	1303
History Club	1540	1578	1618
Honor Society	1699	1720	1763
In House Printing	2203	2307	2410
Interact	3081	3119	3197
Interact Assistant	1673	1694	1736
Jazz Band Director	3382	3441	3503
Key Club	1979	2029	2079

	2009-2010	2010-2011	2011-2012
Literary Magazine	1753	1775	1819
Marching Band	5751	5823	5896
Marching Band Assistant	3558	3602	3648
Math League	2921	2994	3062
Mock Trial	1420	1482	1537
Multicultural Club	2337	2366	2425
Multi-Media Club	3081	3119	3197
Newspaper	1936	1965	2009
NJ ROTC Drill Team/Color Guard Advisor	3847	3943	4032
PEPP Club	2590	2629	2655
PEPP Club Assistant	1910	2050	2158
Play Vocal Director	3877	3974	4074
Public Relations	1151	1168	1195
Scenery Design	3767	3824	3910
Science Club	2539	2628	2694
Show Choir	2048	2099	2204
Ski Club	1650	1720	1780
Spanish Club	1570	1594	1629
Student Government	3136	3261	3424
TV Station Manager	5913	6002	6137
Varsity Club	2983	3037	3093
Strength & Conditioning - Fall	4042	4123	4164
Strength & Conditioning - Spring	4042	4123	4164
Strength & Conditioning - Summer	4709	4803	4851
Strength & Conditioning - Winter	4042	4123	4164
Yearbook	4763	4834	4979
Yearbook Financial	2564	2613	2666
Group 1 – High School			
Business Coordinator	4238	4302	4345
Fine Arts Coordinator	4238	4302	4345
Haz Mat Coordinator	4238	4302	4345
Modern Languages Coordinator	4238	4302	4345

	2009-2010	2010-2011	2011-2012
Group 2 – High School			
Guidance Coordinator	4238	4302	4388
Physical Education Coordinator	4238	4302	4388
Social Studies Coordinator	4238	4302	4388
Technology Coordinator	4238	4302	4388
Group 3 – High School			
English Coordinator	4552	4632	4724
Mathematics Coordinator	4552	4632	4724
Science Coordinator	4552	4632	4724
Special Education Coordinator	4552	4632	4724
Middle School			
Athletic Coordinator	5582	5694	5865
AV Coordinator	3187	3251	3324
Band Director	3240	3305	3379
Drama Coach	2628	2694	2761
Gospel Chorus	1806	1842	1883
Impact Club	2124	2167	2216
PEPP Club	2231	2276	2327
Public Relations	1063	1084	1108
Recycling Club	1678	1738	1758
Register Keeper	2231	2276	2327
Scenery Coordinator	1275	1300	1330
Sewing Club	1646	1679	1717
Student Accounts Bookkeeper	3187	3251	3324
Student Council	2363	2410	2458
Yearbook	2587	2652	2718
**Assistant to the Principal - MS	139	145	151
Group 1 – Middle School			
Subject Leader – Basic Skills	2344	2426	2493
Subject Leader - Guidance	2344	2426	2493

	2009-2010	2010-2011	2011-2012
Subject Leader – Physical Education	2344	2426	2493
Subject Leader - Social Studies	2344	2426	2493
Group 2 – Middle School			
Subject Leader - 6 th Alpha	2640	2752	2834
Subject Leader - 6 th Omega	2640	2752	2834
Subject Leader - 7 th Alpha	2640	2752	2834
Subject Leader - 7 th Omega	2640	2752	2834
Subject Leader - 8 th Alpha	2640	2752	2834
Subject Leader - 8 th Omega	2640	2752	2834
Subject Leader - Specials	2640	2752	2834
<i>** Salary per Diem</i>			
Regional Day			
A Pod Coordinator	2655	2722	2783
B Pod Coordinator	2655	2722	2783
C Pod Coordinator	2655	2722	2783
Computer Coordinator	1221	1252	1280
Crisis Aide	5665	5722	5751
ESY Coordinator	6000	6060	6090
Newspaper Coordinator	1126	1155	1181
Prom Coordinator	832	882	913
Publicity	1035	1061	1085
Register Keeper	2231	2287	2338
Student Council	1275	1307	1336
Yearbook Coordinator	1779	1824	1865
Assistant to the Principal	3930	4028	4079
Elementary			
AV Coordinator	1487	1524	1547
SHAPE	1465	1480	1495
Junior Impact	1465	1480	1495
Public Relations	1063	1089	1106
Register Keeper	2231	2287	2321

	2009-2010	2010-2011	2011-2012
Sub-Aide Caller	2450	2550	2550
*After School Activities	47	47	47
**Assistant to the Principal - MS	139	145	151
**Assistant to the Principal - MTES	139	145	151
**Assistant to the Principal - RS	139	145	151
**Assistant to the Principal - WS	139	145	151
* <i>Salary per hour</i>			
** <i>Salary per Diem</i>			

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Appendix A

Non-Tenure Disclosure Form

Non-Tenure Disclosure Form:	
New Staff Member:	
Date of Hire:	
Position (Grade – Subject):	
Staff Member on Leave of Absence:	
Dates – Leave of Absence:	
I fully recognize and accept that this position is a replacement position for a staff member out on a Board of Education approved leave of absence. I further acknowledge that this position will not allow me to accrue credit towards acquisition of statutory tenure as delineated in N.J.S.A. 18A:16-1-1.	
If, however, in the course of this employment the individual out on a leave of absence resigns and / or is terminated, the replacement staff member's acquisition of tenure shall commence immediately from resignation or termination date. Additionally, should the employee on leave return to work in a different position, statutory tenure credit shall accumulate.	
Instant to statutory seniority, replacement service shall count as seniority only in cases of a reduction in the work force with persons of equal statutory credit.	
All terms and conditions of this agreement have been agreed upon by the Manchester Twp. Education Association, the majority representative, pursuant the N.J.S.A. 34 – Chapter 13A and Article I of the current collective bargaining agreement.	
Staff Member	Date:
Principal / BOE Agent	Date:
Superintendent	Date:
cc: Employee	

Appendix B

Employee's Grievance Form

**Level 1
Form 1**

**Grievance:
Date:**

Disposition:

**Name of Grievant:
Date of Grievance:**