

September 1, 2012

COLLECTIVE AGREEMENT

Between

**The Board of Education
of Mount Laurel Township**

and the

Mount Laurel Education Association

For the period

from July 1, 2011

through

June 30, 2014

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ARTICLE 1
RECOGNITION

A. Unit

The Mount Laurel Board of Education hereby continues to recognize the Mount Laurel Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for personnel whether under contract or on a per diem, or per hour basis, (not to include substitute teachers), as employed by the Board and to include:

1. Certified Teachers
2. Secretaries
3. Custodians
4. Assistants
5. Library Aides, Nurse Aides, Office Aides, Preschool Handicap Aides, Aides to Classrooms, Aides to Classrooms (Autistic), and Aides to Classrooms (Hygienic)
6. Applied Behavior Analysis Trainers
7. Student Information Manager
8. Signing Interpreter
9. Technology Assistant
10. Occupational Therapist
11. Technology Facilitator

B. Definitions

1. Unless otherwise indicated, the term "Employees", when used hereinafter in this Agreement, shall refer to all certified and non-certified personnel defined hereinabove.
2. Unless otherwise indicated, the term "Educational Support Personnel", when used hereinafter in this Agreement, shall refer to all non-certified personnel defined hereinabove.
3. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all certified employees represented by the Mount Laurel Education Association as listed below:

Classroom Teachers
Nurses
Librarians
Reading Teachers
Special Subject Teachers
Learning Disability Specialists
Social Workers
Speech Therapists
Guidance Counselors
Psychologists

4. Unless otherwise indicated the term "Secretaries", when used hereinafter in this Agreement, shall refer to all school district secretarial employees represented by the Mount Laurel Education Association, excluding the following:

Executive Secretary
Administrative Secretary
Asst. to the Asst. Superintendent for Business
Secretary/Bookkeeper to the Assistant Superintendent for Business

5. Unless otherwise indicated, the term "Custodians", when used hereinafter in this Agreement, shall refer to all custodial employees represented by the Mount Laurel Education Association, excluding head custodians, maintenance and grounds employees.

6. Unless otherwise indicated, the term "Cafeteria Workers", when used hereinafter in this Agreement, shall refer to all cafeteria workers represented by the Mount Laurel Education Association, excluding the cafeteria matron.
7. Unless otherwise indicated, the term "Assistants", when used hereinafter in this Agreement, shall refer to all Assistants represented by the Mount Laurel Education Association.
8. Unless otherwise indicated, the term "Aides", when used hereinafter in this Agreement, shall refer to all hourly aides represented by the Mount Laurel Education Association as listed below:

Nurse's Aides
Office Aides
Classroom Aides
Preschool Handicap Aides
Aides to Classrooms (Hygienic)
Aides to Classrooms (Autistic)
Library Aides

9. Unless otherwise indicated, the term "ABAT", when used hereinafter in this Agreement, shall refer to all Applied Behavior Analysis Trainers represented by the Mount Laurel Education Association.
10. Unless otherwise indicated, the term "Student Information Manager", when used hereinafter in this Agreement, shall refer to all Student Information Managers represented by the Mount Laurel Education Association.
11. Unless otherwise indicated, the term "Technology Facilitator", when used hereinafter in this Agreement, shall refer to all Technology Facilitators represented by the Mount Laurel Education Association.
12. Unless otherwise indicated, the term "Technology Assistants", when used hereinafter in this Agreement, shall refer to all Technology Assistants represented by the Mount Laurel Education Association.
13. Unless otherwise indicated, the term "Signing Interpreter", when used hereinafter in this Agreement, shall refer to all Signing Interpreters represented by the Mount Laurel Education Association.
14. All references to the male gender shall apply equally to the female gender.

C. Employer

The Mount Laurel Education Association recognizes the Board, the elected representative of the people of the Mount Laurel School District, as the employer of the personnel of the Mount Laurel School District.

D. Definition of Association

Reference to the "members of the bargaining unit" shall mean the membership of the Mount Laurel Education Association as represented by the officers, executive committee(s), or other duly constituted committee(s) during the term of this Agreement.

E. Purpose

It is the purpose of this Agreement to achieve better understanding between the Mount Laurel Township Board of Education and the members of the Mount Laurel Education Association, to provide for a peaceful and mutual adjustment of differences which may arise, and to establish proper standards concerning terms and conditions of employment.

ARTICLE 2
NEGOTIATION PROCEDURE

A. Date

The Board and the Mount Laurel Education Association agree to enter into collective negotiations over a successor Agreement in accordance with the N.J. Public Employer-Employee Relations Act of 1968, as amended, in good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall commence and proceed in accordance with the prevailing rules and regulations of the Public Employment Relations Commission or no later than December 15, unless otherwise mutually agreed by the parties, of the preceding calendar year in which this Agreement expires, if the regulations of the aforementioned Commission do not mandate a commencement date.

B. Meetings

All negotiation meetings shall take place after the conclusion of the regularly scheduled school hours unless the Board and the Association specifically agree otherwise.

C. Ratification

The Mount Laurel Education Association and the Board recognize that a majority of the Board of Education and the Mount Laurel Education Association must ratify all agreements reached.

D. Renegotiation and Modification

Any item of this Agreement may be modified or renegotiated, if mutually agreed upon by both parties. Any agreed upon modification shall be in writing, duly executed by both parties.

E. Sole Representative

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Mount Laurel Education Association for the duration of this Agreement unless such organization shall represent at least 51% of the total negotiating unit.

F. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE 3
ADMINISTRATIVE REVIEW OF AGREEMENT

A. Representatives of the Board of Education and the Mount Laurel Education Association's negotiating committee shall meet upon the request of either party given in writing to the other and within fifteen (15) work days of such request for the purpose of reviewing the administration of the Agreement.

B. Each party shall submit to the other, at least three (3) work days prior to the meeting, an agenda covering matters they wish to discuss.

C. All meetings between the parties shall take place after the conclusion of regularly scheduled school hours.

ARTICLE 4
EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to N.J. Public Employer-Employee Relations Act of 1968, as amended, the Board hereby agrees that employees employed by 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 lawful concerted activities. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce employees in the enjoyment of any rights conferred by N.J. Public Employer-Employee Relations Act of 1968, as amended, or other laws of New Jersey and/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 or conditions of employment; by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint, or proceeding under this Agreement or with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees in Article IV shall be deemed in addition to those provided in this Agreement. Likewise, nothing contained herein shall be construed to deny or restrict the Board in the exercise of any rights which it may have under the New Jersey School Laws or other applicable laws and/or administrative regulations.

C. Fair Dismissal Policy

The Board agrees to adhere to a fair dismissal policy that is in accordance with the then prevailing law of the State of New Jersey with respect to the non-renewal or termination of non-tenure teachers and secretaries.

D. Personal and Academic Freedom

The Board and the Association mutually agree to adhere to prevailing law with respect to the protection of individual rights and the pursuit and exercise of academic freedom by teachers. This is grievable up to the Board of Education Level until such time as the status of the negotiability of the topic changes.

E. Just Cause Provision

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services 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.

2. No educational support personnel employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge a support staff employee during the term of his/her employment contract when the educational support personnel employee's performance and/or attendance negatively affects his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case by case basis and shall take into account the nature of the offense, the length of service and general employment record of the support staff employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations.

F. Required Meetings or Hearings

Whenever any employee is required to appear before the superintendent, the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him at such a meeting.

G. Suspension of Employees

1. Except where the law otherwise permits suspensions without pay, any suspension of a teacher pending the certification of charges against him by the Board shall be with pay until such time as the Board certifies said charges or fails to act within the time limits fixed by law. In the event that the Board does certify charges against a teacher, it shall have the discretion to determine whether the continuation of that suspension shall be with pay or without pay for such period of time as permitted by law. If a teacher is suspended without pay and that suspension is subsequently invalidated, the teacher will be paid such compensation as would have been due him had he continued to serve during the period of that suspension, less the amount of any compensation which he may have received during the interim period from other sources.
2. Except where the law otherwise permits suspensions without pay, any suspension of any educational support personnel employee shall be with pay pending completion of the following procedures:
 - a. an Investigatory review of any alleged wrongdoing.
 - b. an administrative hearing with the employee and a representative
 - c. a determination of the superintendent/assistant superintendent of business with respect to discipline.

Any discipline shall be subject to the grievance procedure and commence at the superintendent/assistant superintendent of business level.

H. Criticism of Employees

No supervisor, administrator or board member shall humiliate any employee in the presence of students, parents or at public meetings. Likewise, no employee or association representative shall humiliate any supervisor, administrator, or board member in the presence of students, parents or at public meetings. This is grievable up to the Board of Education Level until such time as the status of the negotiability of the topic changes.

I. Association Identification

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

J. Evaluation of Students

The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Mount Laurel Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed by any administrator unless he shall have first made every reasonable effort to consult with the teacher who determined the original grade or evaluation and found that teacher to be unavailable for consultation. Administrative changes of any grade or evaluation shall be recorded as such.

K. Personnel Files

An employee, upon written request to the Personnel Office, shall be given permission to inspect his/her official personnel file which is used by the system for his/her evaluation. No material which could adversely affect an employee's employment shall be placed in his/her personnel file unless the employee has been notified in writing and given an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

L. Fund Raising

Employees shall not be required to engage in fund raising. Collection of monies for PTA/PTO or school purposes shall not be considered "fund raising."

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

For information only the Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district, including but not limited to: Class size, number of specialists, register of certified personnel, tentative budgetary requirements and allocations approved by the county superintendent, census data, individual and group health insurance premiums and experience figures, names and addresses of all employees, and information in the public domain, or required by law. Annual financial reports and audits, and minutes of all Board meetings shall be available to the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process a complaint.

B. M.L.E.A. Business

Representatives of the Mount Laurel Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official M.L.E.A. business on school property before school hours, no earlier than the beginning of the first custodial shift, after school hours or during lunch, provided that this shall not interfere with or interrupt normal school operations provided permission has been obtained from the superintendent, assistant superintendent, or the building principal.

C. Use of School Buildings

The Association shall have the privilege of using school buildings at reasonable hours after the conclusion of the teacher work day, on days when school is in session, or when the school is already open for other public use, in accordance with the hours set forth in the prevailing administrative directive concerning use of school facilities by the general public. Prior notice to the administration shall be given by the Association. Permission shall not be unreasonably denied.

D. Use of School Equipment

With the approval of the building principal, which shall not be unreasonably denied, the Association shall have the privilege of using within the buildings, school equipment including: typewriters, mimeograph machines, duplicating equipment, calculating machines, classroom computers, and all types of audio-visual equipment after school hours when such equipment is not otherwise in use. Expendable supplies shall be at the cost of the MLEA.

E. Bulletin Boards

The Board shall provide a bulletin board in the staff lounge in each school which the Association shall use. The Association shall refrain from posting or displaying any materials at any other location of school property. Copies of all materials to be posted on such bulletin boards shall be given to the building principals but no approval shall be required. In the event the building principal finds the materials to be objectionable, he/she should express his/her concern to the building representative. If the building representative and the principal cannot agree on whether the materials should or should not be posted, the matter will be referred to the MLEA Executive Rep Council Committee. While the matter is being reviewed by the MLEA Executive Rep Council Committee, the materials in question shall not remain on the bulletin Board. If the MLEA Executive Rep Council Committee cannot resolve the dispute, the situation shall be referred to the Superintendent's Advisory Committee (administrators, supervisors, teachers, and educational support personnel) for the final resolution.

F. Mail

The Association shall have the privilege of making reasonable use of the inter-school mail facilities and school mail boxes for any lawful purpose and without the approval of building principals or other members of the administration.

G. School Calendar

The Superintendent may submit a proposed school calendar to the District Committee for the next school year on or before February 15. However, the Board shall retain the right to determine the school calendar which shall prevail in the District.

H. The president of the MLEA or his/her designee shall be permitted four (4) release days per year without loss of pay to be present at PERC proceedings or arbitrations. In addition, these days may be used for other Association-related reasons with the prior approval of the superintendent.

In addition, with prior approval of the Superintendent, such approval, which shall not unreasonably be denied, an additional forty (40) minutes per week for meetings with the Superintendent or his/her designee shall be scheduled.

I. Night custodians who serve as Representatives of the Association shall be permitted to attend ten (10) monthly Executive Representative Council meetings, not to exceed two (2) hours, without loss of pay with prior notice to the immediate supervisor. Night custodians who serve as Association Representatives shall be responsible for the completion of this lost time.

ARTICLE 6
RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement, the Mount Laurel Education Association agrees that the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with applicable law and regulations.

- A.** To direct employees of the school district in maintaining the efficiency of the school district operations entrusted to the Board, and that the Mount Laurel Education Association shall not participate in any activities that intend to deprive the public of teachers and others represented by the Mount Laurel Education Association.
- B.** To determine the methods, means and personnel by which such operations are to be conducted.
- C.** To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 7
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint (1) alleging a specific section of the Agreement as to a violation, misinterpretation or inequitable application of the provisions of the Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or practice governing or affecting employees.

2. **Aggrieved Person**

An "aggrieved person" is the person or a group of persons making the claim.

3. **Party In Interest**

A "party in interest" is the "aggrieved person" making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

1. **Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Every effort shall be made to respond to a grievance within the applicable time limits. The failure to answer a grievance within the applicable time limit specified herein shall entitle the grievant to proceed to the next level.

2. **Year-End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practicable.

3. **Level One--Principal and/or Immediate Supervisor**

a. An employee with a complaint shall first discuss it with his principal and immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally with the principal and immediate superior. In the case of a custodian, he/she shall first discuss the matter with the head custodian. The employee may meet informally with the Superintendent if he so desires with the objective of resolving the matter. If the employee is not satisfied with disposition of the complaint after the informal discussion(s), he may then resubmit the complaint as a grievance in writing specifying details at Level One. In the case of custodians, the written grievance shall be filed with the Supervisor of Buildings and Grounds.

b. No complaint shall be brought to Level One if thirty (30) work days have lapsed since the alleged complaint occurred.

4. Level Two--Assistant Superintendent for Business or Assistant Superintendent for Curriculum, Instruction, and Assessment

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he may submit the grievance and action taken at Level One in writing to the Assistant Superintendent for Business if a custodial or cafeteria employee or an employee with any payroll related grievance, or to the Assistant Superintendent for Curriculum, Instruction and Assessment if any other category of employee in this unit. The grievance must be filed at Level Two within five (5) work days after the decision at Level One or within ten (10) work days after the grievance was filed at Level One, whichever is sooner. If the grievance has not been provided to the Association by the grievant, the District shall provide the Association with a copy. Grievances that are initiated as a result of a central administrative decision can be submitted to the grievance procedure at Level Two.

5. Level Three--Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he may submit the grievance and the action taken at Level Two in writing to the Superintendent with a copy to the Association within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner.

6. Level Four--Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level III, or if no decision has been rendered within five (5) work days after the grievance was delivered to the Superintendent, he may submit the grievance and the action taken at Level III in writing to the Board of Education with a copy to the Association within five (5) work days after the decision at Level III or ten (10) work days after the grievance was delivered to the Superintendent, whichever is sooner.
- b. The grievant shall meet with either the Personnel Committee or the full Board (grievant's choice), the Association and the Superintendent.
- c. The Board shall send a written decision on disposition of the grievance to the grievant and to the Association.

7. Level Five--Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level IV, or if no decision has been rendered within twelve (12) work days after the grievance was delivered to the Board, he may, within five (5) work days after a decision by the Board or seventeen (17) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. A copy of the written request shall be provided to the Board via the Superintendent. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved employee.
- b. The submission of any matter to arbitration shall be initiated through the filing by the parties seeking arbitration of a written demand therefore with PERC and service of the copy of the same upon the other party. The arbitration shall then proceed in accordance with the then prevailing rules of PERC. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final. Both parties shall abide by the decision of the arbitrator.

- c. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C., 7., b. of this Article. However, the arbitrator shall not be empowered to nullify, expand or modify any provision of this Agreement, nor shall he have the power or authority to make any determination which would be contrary to the then prevailing law of the State of New Jersey or which would require the commission of an act which would be prohibited by law or violative of the terms of the Agreement.
- d. The costs of the services of the arbitrator shall be shared by the Board and the Association.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. If an employee is to be accompanied or represented by a third party, the employee shall notify the person with whom he is to meet, at least one day in advance. When an employee is not represented by the Association, the Association shall have the right to be present at all meetings after the grievance has been filed in writing at Level II, Level III, or Level IV.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

J. Miscellaneous

1. Group Grievances

If, in judgment of the Association, a grievance affects a group or class of employees, the Association may submit in the name of the aggrieved person or persons such grievance in writing to the Superintendent directly and process such grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. Copies of the grievance shall be submitted to the principal parties affected.

2. Written Decisions

After a grievance has been submitted in writing at Level I, all decisions rendered at Levels I, II, III, IV, of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level V shall be in accordance with the procedures set forth in Section C., paragraph 7.c. of this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

6. Following Directives

All employees, including the grievant, shall be required to continue to follow all directives of the Superintendent or his representatives regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE 8
WORK YEAR

A. Teachers

1. The in-school work year effective with the 2012-2013 school year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days. New teachers to the District who have at least one (1) year of previous public school teaching experience shall work an additional two (2) days in their first year with the District. New teachers who have less than one (1) year of previous public school teaching experience shall work an additional five (5) days in their first year and an additional four (4) days in their second year.

2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

4. **Additional Summer Work**

a. The following employees shall work five (5) days in the period beginning with the day after the last ten month teacher work day in one school year and ending with the day before the next teacher work day in the next school year:

Guidance Counselors at Harrington and Hartford
Reading Specialists except at Harrington
Librarians
Technology Assistants
Nurses at Harrington
Nurses at Hartford

b. The following employees shall work up to three (3) days, as needed, beginning with the day after the last ten month teacher work day in one school year and ending with the day before the next teacher work day in the next school year:

Reading Specialists at Harrington

c. All other nurses shall work up to two (2) days beginning with the day after the last ten month teacher work day in one school year and ending with the day before the next teacher work day in the next school year. In the summer of 2004, these days shall be compensated with compensatory days. Effective with the summer following the 2004-2005 school year, said days shall be compensated at the per diem rate of pay.

e. There shall be a pool of 20 days for CST summer work. Said assignment shall be mutually scheduled between the CST members and the Assistant Superintendent for Curriculum, Instruction and Assessment.

- f. The annual individual services contract of each of the positions listed above, beginning with the contract for the July 1, 2002 through June 30, 2003 year, will reflect the five (5) additional days. Each of the five (5) additional days will be compensated at that year's per diem rate.
 - g. Payment under a. and b. above shall be pensionable if consistent with TPAF rules and regulations.
 - h. Time worked by any of the occupants of the above positions worked beyond the number of days shown shall be compensated with compensatory days off.
 - i. The parties agree to establish a committee to begin meeting after mutual ratification of the 2001-2004 Agreement with the purpose of reviewing and coming to agreement on other summer pay situations not covered by the above and other sections of this Agreement.
5. Teachers whose classroom or building assignment is changed after August 1st, shall receive one compensatory day.

B. Secretaries

- 1. The secretaries' holiday schedule shall be in accordance with the school calendar as adopted by the Board. Twelve (12) month secretaries shall have two (2) additional holidays, July Fourth and Labor Day.
- 2. All twelve (12) month secretaries shall be entitled to vacations with pay according to the schedule as follows:
 - a. Any secretary with less than one (1) year of employment as of July 1 will receive one (1) vacation day for each month worked to a maximum of ten (10) days.
 - b. Any secretary with more than one (1) year of service but less than seven (7) years of service as of July 1 will receive ten (10) vacation days.
 - c. Any secretary with seven (7) years of service but less than fifteen (15) years of service as of July 1 will receive fifteen (15) vacation days.
 - d. Any secretary with more than fifteen (15) years of service as of July 1 will receive twenty (20) vacation days.
 - e. All vacation time will be credited on July 1.
 - f. Credited vacation must be taken within one (1) year of when it was credited. In emergency situations the Board may allow a carryover of credited vacation days to the next year.
 - g. Secretaries must apply to the building principal at least six (6) weeks in advance of using three (3) or more consecutive vacation days. Application for single vacation day(s) shall be in accordance with personal/emergency personal day usage. All applications are subject to the approval of the superintendent.
 - h. Effective with the mutual ratification of the 2001-2004 Agreement, ten (10) month secretaries promoted from a ten (10) month to a twelve (12) month secretarial position shall have each year of their time in a ten (10) month position computed towards their vacation entitlement. This section applies to current 12 month secretaries who have been promoted in the past from a ten (10) month secretary position. A ten (10) month secretary promoted to a twelve (12) month position must wait to the second July 1st after promotion to have vacation credited. On that July 1st, vacation shall be credited to the employee using the calculation contained above.

- i. Effective with the mutual ratification of the 2001-2002 Agreement, office aides promoted to a 12 month secretary position shall receive one (1) year credit for vacation purposes for every three (3) years worked as an office aide. This section applies to current secretaries who have been promoted in the past from an office aide position.
3. When schools are closed due to inclement weather or because of an emergency, secretarial personnel will not ordinarily report for work. The superintendent may, if he feels conditions warrant it, require that secretaries report for work. On such a day, a supervisory employee will be present during the time when the secretary is present.
 4. Secretaries shall have one (1) full in-service day per year or two (2) partial in-service days per year, not to exceed the equivalent of one (1) full accumulative day per year.

C. Custodians

1. Twelve month custodians shall have the holidays listed below. When holidays fall on a weekend, custodians will be given off either Monday or Friday, provided the Friday or Monday is a day when school is not in session.

July Fourth	New Year's Eve
Labor Day	New Year's Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Martin Luther King
Christmas Eve	Good Friday
Christmas Day	Easter Monday
	Memorial Day

If Rosh Hashanah or Yom Kippur are not scheduled school days, this (these) day(s) will be a holiday for custodians.

NJEA Convention: during the two day period, one custodian from each elementary school and two custodians from the upper grade schools shall be permitted to attend the Convention. The approval for such leave shall be based upon rotating seniority and the attendee(s) must produce proof of attendance in order to be paid for the day granted.

2. All twelve (12) month custodians shall be entitled to vacations with pay according to the schedule as follows:
 - a. Any custodian with less than one (1) year of employment as of July 1 will receive one (1) vacation day for each month worked to a maximum of ten (10) days. No custodian will be granted more than ten (10) vacation days and/or compensatory time in any one request.
 - b. Any custodian with more than one (1) year of service but less than seven (7) years of service as of July 1 will receive ten (10) vacation days. No custodian will be granted more than ten (10) vacation days and/or compensatory time in any one request.
 - c. Any custodian with seven (7) years of service but less than fifteen (15) years of service as of July 1 will receive fifteen (15) vacation days. A custodian who receives fifteen (15) vacation days a year will be limited to using no more than ten (10) vacation days after July 1. No custodian will be granted more than ten (10) vacation days and/or compensatory time in any one request.
 - d. Any custodian with more than fifteen (15) years of service as of July 1 will receive twenty (20) vacation days. A custodian who receives twenty (20) vacation days a year will be limited to using no more than fifteen (15) vacation days after July 1. No custodian will be granted more than ten (10) vacation days and/or compensatory time in any one request.

- e. All vacation time will be credited on July 1.
 - f. Credited vacation must be taken within one (1) year of when it was credited. In emergency situations, the Board may allow a carryover of credited vacation days to the next year.
 - g. Custodians must apply to the supervisor of buildings and grounds at least six (6) weeks in advance of using three (3) or more consecutive vacation days. Application for single vacation day(s) shall be in accordance with personal/emergency personal day usage. All applications are subject to the approval of the superintendent.
 - h. Exceptions to the limitations on vacation time after July 1 may be granted by the superintendent but his/her decision shall be final. Vacation will not be taken in the full two (2) week period before the week in which school begins.
3. When schools are closed due to inclement weather or because of an emergency, custodial personnel will ordinarily report for work.

D. Assistants

- 1. The in-school work year for assistants shall be the length of the teacher work year, except that new assistants may be required to attend two (2) additional days of orientation in their first year of employment as an assistant.
- 2. Assistants' attendance shall not be required whenever student attendance is not required due to inclement weather.

E. Applied Behavior Analysis Trainers

- 1. The in-school work year for Applied Behavior Analysis Trainers shall be the length of the teacher work year, except that new Applied Behavior Analysis Trainers may be required to attend two (2) additional days of orientation in their first year of employment as an Applied Behavior Analysis Trainer.

F. Hourly Aides

1. Nurses' Aides

The in-school work year for hourly nurses' aides employed on a ten (10) month basis shall be 183 days, except with respect to new personnel who may be required to attend two (2) additional days for orientation with additional compensation. See G. 6. with respect to in-service.

2. Office Aides

The in-school work year for Office Aides employed on a ten (10) month basis shall be 188 days, except with respect to new personnel who may be required to attend two additional days for orientation with additional compensation. See G. 6. with respect to in-service.

3. Preschool Handicap Aides

The in-school work year for Preschool Handicap Aides employed on a ten (10) month basis shall be no less than 181 days, but shall not exceed the teacher work year, except with respect to new personnel who may be required to attend two (2) additional days for orientation. See G. 6. with respect to in-service.

4. Library Aides, Aides to Classrooms, Aides to Classroom (Hygienic) and Aides to Classrooms (Autistic)

The in-school work year for Library Aides, Aides to Classrooms, Aides to Classroom (Hygienic) and Aides to Classrooms (Autistic) shall be 181 days unless the reason for employment ceases to exist, except with respect to new personnel who may be required to attend two (2) additional days for orientation with additional compensation. See G. 6. with respect to in-service.

5. Hourly Aides' attendance shall not be required whenever student attendance is not required due to inclement weather.
6. In addition to the work years defined in G.1. through 4. above and H. below, there shall be one (1) in-service day per year. The aide shall be paid at her/his hourly rate of pay for attendance on this day. It shall be the Board's discretion for each title or employee to either direct the aide to attend a scheduled teachers' in-service program or to attend a specialized in-service program offered by the District. Aides who volunteer to attend additional in-service programs and who are approved for such attendance shall be paid for that attendance at her/his hourly rate of pay for attendance.

G. Technology Assistants

The in-school work year for Technology Assistants employed on a ten (10) month basis shall be one hundred eighty-seven (187) days, except with respect to new personnel who may be required to attend two (2) additional days for orientation with additional compensation. Technology Assistants are also covered by the provisions of G. 6. above.

H. Technology Coordinator

The work year for the Technology Coordinator shall be on a twelve (12) month.

i. Power School SIS Coordinator

The work year for the Student Information Manager shall be on a twelve (12) month.

J. Signing Interpreter

The in-school work year for Signing Interpreters employed on a ten (10) month basis, shall be the student year, except with respect to new personnel who may be required to attend two (2) additional days for orientation with additional compensation. Signing Interpreters are also covered by the provisions of G. 6. above.

- K. The day before Thanksgiving shall be an early dismissal day for students and staff. All unit members shall be dismissed from work after busses depart on the day before Thanksgiving.

ARTICLE 9
HOURS OF WORK

A. Teachers

1. Length of Work Day

a. Check-in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock-in" or "clock-out" by hours and minutes.

b. Arrival and Dismissal Time

Teachers shall be required to arrive at their teaching posts fifteen (15) minutes prior to the beginning of the school day and to remain for fifteen (15) minutes after the normal student dismissal time. Teachers shall be notified by the principal of their school hours by the opening day of school. Any changes in the hours of the teacher's day made necessary by any extreme emergency shall be made by the Board of Education, providing said changes do not extend the normal school day beyond seven (7) hours and fifteen (15) minutes. Effective September 1, 1999, the normal school work day shall not exceed seven (7) hours, thirty (30) minutes. The increase in time shall be used for instructional purposes.

2. Lunch Periods

- a. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes. Pre-school handicap through grade 4 teachers shall have a duty-free lunch period of one (1) hour.
- b. Teachers may leave the building with permission during their scheduled duty-free lunch periods.
- c. Meetings initiated by administrative personnel will not be called during either the teachers' lunch and/or students' recess periods.

3. Preparation Time

Fifth, Sixth, Seventh and Eighth grade teachers

- a. Fifth, sixth, seventh and eighth grade teachers shall, in addition to their lunch period, have preparation time of at least one (1) class period during which they shall not be assigned to other duties.
- b. In addition to the preparation time set forth in a. 1) above, all fifth, sixth, seventh and eighth grade teachers shall be assigned to five (5) periods per week which involve such activities as team planning, teacher-to-teacher consultation and emergency coverage. One meeting per month is reserved for an administration/team meeting. These periods may also be used by guidance, and for student/CST/parent or other pertinent issues, as coordinated through the team leader. Teams should meet at least once per week. However, no more than three (3) of these periods in any week should be used for team related meetings or activities. The remaining periods are to be used by the team as needed for the purpose of grade level planning time.
- d. There should be no requirement that team-related meetings take the entire 40-minute period.

Teachers - Preschool Handicap - grade 4

Teachers of students in Preschool Handicap - grade 4 shall, in addition to their lunch period, have preparation time during the periods their classes are receiving instruction from subject matter specialists in music, art, physical education, and a thirty (30) minute library period. It is understood and agreed that Kindergarten teachers and Preschool Handicap teachers shall not be entitled to library preparation periods.

4. Meetings

a. Faculty

Teachers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending a maximum of twenty-five (25) meetings during the in-school work year, provided that no more than one (1) such meeting may be scheduled within any given work week. In addition to the aforementioned meetings, new personnel during their first year of employment in the District may also be required to attend six (6) additional meetings during the in-school work year after the end of the regular work day without additional compensation. Each of these six (6) meetings may occur in the same week as a second meeting. All of the meetings previously referred to shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than sixty (60) minutes except in cases of emergency involving the health and safety of students and teacher.

b. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in case of emergency.

c. Notice and Agenda

The notice and agenda for any faculty meetings shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda by submitting said suggestions in writing at least three (3) days prior to the meeting, except in an emergency.

d. Evening Meetings and Parent-Teacher Conferences

1. Teachers may be required to attend no more than three (3) evening assignments or meetings each school year where supervision of students is required without additional compensation. Such meetings or assignments shall run no more than two and one-half (2-1/2) hours and shall end no later than 10:30 p.m.
2. Teachers shall be required to return to school in the evening without additional compensation or release time for the following purposes: Back-to-School Night, Graduation Exercises and one (1) other night used for professional reasons, other than the supervision of students, as directed by the building principal. Back to school nights will be held between 6:00pm and 8:00pm.

e. **Parent Teacher Conferences**

1. **Pre-kindergarten through fourth grade:**

Fall conferences

There shall be two evening parent-teacher conference sessions in the Fall. All certified teaching staff members in the unit shall attend both evening conferences in their entirety. Certified teaching staff members who miss any session will be charged with a half day absence.

Spring conferences

There shall be one evening parent-teacher conference session in the Spring. All staff are required to remain until the conclusion of the regular day for the day on which afternoon conferences are held. For the date of evening conferences, teachers are responsible for two hours either in the afternoon or evening. Time accountabilities are determined in discussion with the building principal.

2. **Fifth grade through eighth grade:**

There shall be two evening parent-teacher conference sessions in the Fall and one evening parent-teacher conference evening in the Spring. All certified teaching staff members in the unit shall attend all evening conferences in their entirety. Certified teaching staff members who miss any session will be charged with a half-day absence.

3. **All teachers:**

Evening conferences shall be scheduled from 6:00 p.m. to 8:00 p.m. The two evening parent-conferences in the Fall shall not be scheduled on back-to-back nights.

On one evening conference date in the Fall and for the one evening conference date in the Spring, teaching staff members in the unit shall be released 15 minutes after the minimum time to qualify that day as an instructional day under State requirements.

A half-day absence shall be charged in the event of a teacher's absence during those days during the parent-teacher conference periods which are minimum instructional days as defined by the State.

All certified teaching staff members are required to be in the building and available during scheduled parent-teacher conference times.

B. **Secretaries**

1. **Length of Work Day**

All ten (10) and twelve (12) month secretaries shall work eight (8) hours per day including a sixty (60) minute lunch hour. From July 1 to August 31, twelve (12) month secretaries shall work seven (7) hours per day including a sixty (60) minute lunch hour. The schedule for lunch shall be mutually agreed between employee and immediate supervisor

2. Overtime

- a. Overtime is defined to mean any time spent at one's regular assigned duties either before or after regular assigned duties either before or after regular daily work (including sixty (60) minutes for lunch period) or on days other than those in the regular work week or regular year.
- b. Overtime work will be voluntary and based upon mutual agreement of the employee and immediate supervisor unless in the immediate supervisor's judgment the work involved should be performed by a specific employee based upon the content of the work to be performed and the skill or knowledge required. Overtime shall be approved by the principal.

3. Compensatory Time

Employees may choose to receive compensatory time in lieu of monetary compensation for each hour of overtime worked at a rate of 1.5 times the number of hours worked as overtime. Use of compensatory time must be approved by the appropriate administrator. Compensatory time cannot be denied without just cause.

C. Custodians

1. Length of Work Day

All twelve (12) month custodians shall work eight (8) hours per day including a duty-free thirty (30) minute lunch. The schedule for lunch shall be mutually agreed between employee and immediate supervisor.

2. Overtime

- a. Overtime is defined to mean any time spent at one's regular assigned duties either before or after regular assigned duties either before or after regular daily work (including the lunch period) in excess of forty (40) hours in any work week. For the purpose of determining overtime, the following shall count as regular work days: holidays; paid sick days; paid personal days; paid vacation days; and other approved paid leaves.
- b. Overtime work will be voluntary and based upon mutual agreement of the employee and immediate supervisor unless in the immediate supervisor's judgment the work involved should be performed by a specific employee based upon the content of the work to be performed and the skill or knowledge required.
- c. Effective after the date of mutual ratification of the 1995-1998 Agreement, the custodian's annual salary will be divided by 2080 to calculate the hourly rate to be used when paying overtime.
- d. The overtime rotating procedures can be found at Schedule L.

3. Compensatory Time

Employees may choose to receive compensatory time in lieu of monetary compensation for each hour of overtime worked at a rate of 1.5 times the number of hours worked as overtime. Use of compensatory time must be approved by the appropriate administrator. Compensatory time cannot be denied without just cause.

4. Call Back Time

Call back time is when any custodian is called back to work to handle an emergency or security situation

D. Assistant

1. The work day for a full-time assistant shall be six and three-quarter (6.75) hours per day with a guaranteed duty-free 30 minute lunch period. Full-time assistants shall, in addition to their lunch period, have preparation time of 20 minutes during which they shall not be assigned any other duties.
2. There may be part-time assistants at either six (6) or three (3) hours per day. Six (6) hour part-time assistants shall receive a guaranteed duty-free thirty (30) minute lunch period. Part-time assistants shall receive one (1) fifteen (15) minute coffee break per day.
3. Overtime shall be approved by the principal.

E. Applied Behavior Analysis Trainers

1. The work day for a Applied Behavior Analysis Trainer shall be seven (7) hours per day with a guaranteed duty-free 30 minute lunch period.
2. Overtime shall be approved by the principal.

F. Hourly Aides

1. Length of Work Day

- a. All hourly nurse's aides shall work seven (7) hours per day.
- b. All hourly office aides shall work seven (7) hours per day.
- c. All hourly preschool handicap aides shall work six (6) hours per day.
- d. Aides to Classroom (Hygienic) shall work six (6) hours per day.
- e. Aides to Classroom (Autistic) shall work three (3) or six (6) hours per day.
- f. All hourly Aides to Classrooms shall work three (3) or six (6) hours per day.
- g. All Library Aides shall work three (3) or six (6) hours per day.
- h. Effective 9/01/12, while the 30 minute lunch period is to be uninterrupted; the Administration may flex the time for taking lunch to accommodate unanticipated events.

G. Technology Assistants

All Technology Assistants shall work five (5) hours per day, as mutually scheduled.

Overtime shall be approved by the Assistant Superintendent for Curriculum, Instruction and Assessment.

H. Student Information Manager

All Student Information Managers shall work eight (8) hours per day, including an hour duty free lunch as mutually scheduled.

Overtime shall be approved by the Assistant Superintendent for Curriculum, Instruction and Assessment.

I. Signing Interpreter

All Signing Interpreters shall work six and one-half (6.5) hours per day, including a thirty (30) minute duty free lunch.

ARTICLE 10
SALARIES

A. Ten Month Employees

1. Method of Payment

a. Ten (10) Month

Each employee employed on a ten month basis shall be paid in twenty (20) equal semi-monthly installments.

b. Summer Pay Plan

A ten (10) month employee may elect to have ten (10%) percent of his salary deducted from his pay. Said monies will be sent to a bank, selected by the Board, where the amounts deducted from each ten (10) month employee will be deposited in an interest-bearing statement savings account in the name of each individual participant. A ten (10) month employee who desires to withdraw from the plan must notify the Board Secretary, in writing, one (1) month in advance of the withdrawal date. A ten (10) month employee who withdraws from the plan may not enter again until the following school year.

c. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, ten (10) month employees shall receive their paychecks on the last previous working day.

d. Final Pay

Each ten (10) month employee shall receive his final pay, and the pay schedule for the following year (if available) on his last working day in June.

2. Teachers

a. The parties do hereby agree that the compensation of teaching staff members for this Agreement's school years shall be computed in accordance with Schedule D attached hereto.

b. Salary Level Adjustment

Salary level adjustment as a result of receipt of earned academic credits or degree will be made retroactive to September 1 or February 1. Salary level adjustments for September shall be made by September 1 as long as all supporting documents are received on or before June 30th.

Requests for adjustments must be in writing, include all supporting documents, and be received on or before October 1 or February 1. The Board will accept grade verification until an official transcript is available. Official transcripts shall be returned to the employee.

c. **Extra Curricular Activities**

1. **Approved Activities**

All extra-curricular activities must be approved by the Board of Education.

2. **Salary**

The Board of Education will pay for extra-curricular activities in accordance with Schedule A.

- a. Payments at \$750 or more shall be issued by separate check. Any payment less than \$750 shall be made as part of the regular payroll.
- b. The occupants of Schedule A positions shall be paid two times per year (December 15 and May 30) with the following exceptions:
 - HMS Interscholastic Sports Coaches who will be paid on October 30, February 28 and May 30.
 - STEP Music/Art, HMS Intramurals, HMS Performing Arts, HF Intramurals who will be paid who will be paid on the pay schedule after submitting vouchers.

d. **Additional Assignments**

1. **Approved Assignments**

All additional assignments must be approved by the Board of Education.

2. **Salary**

The Board of Education will pay for additional assignments in accordance with Schedule B.

The occupants of Schedule B positions shall be paid two times per year (December 15 and May 30) with the following exceptions:

Summer Curriculum, Home Instruction, In-Service Pay, and Workshop Presenters who will be paid on the pay schedule after submitting vouchers.

e. **Presenters**

1. **In-Service Presenter**

Employees approved to be in-service presenters within the District and within the school day shall be paid in accordance with the rates set forth in Schedule B.

2. **Workshop Presenter**

Employees approved to be workshop presenters, after the regular work day, in the evening, and during summer months shall be paid in accordance with the rates set forth in Schedule B.

f. **Extra-Curricular Club Activities**

1. A “club” is school sponsored and student selected. It takes place outside the regular school day, does not supplant the curriculum, but could be an extension of the approved curriculum, enables pupils to explore a wider range of individual interests than might be available in the regular curriculum program, and meets social, physical and/or intellectual needs.
2. The Board agrees to provide a system of remuneration for extra-curricular club activities as follows:

Club pool:

2011-2012	2012-2013	2013-2014
\$40,000	\$40,000	\$40,000

School allocation of pool:

School	2011-2012	2012-2013	2013-2014
Harrington	\$10,000	\$10,000	\$10,000
Hartford	\$10,000	\$10,000	\$10,000
Elementary schools*	\$20,000	\$20,000	\$20,000

***Elementary Allocation Formula:** 50% of the elementary pool is divided equally among the schools and 50% is allocated based on grade 1-4 student population.

Stipends for the after school extra-curricular club activities shall be provided in accordance with the following compensation chart:

Number of Meetings	2011-2012	2012-2013	2013-2014
20-25	\$1,221	\$1,221	\$1,221
15-19	\$919	\$919	\$919
10-14	\$628	\$628	\$628

A meeting is one hour. If the meeting lasts for two hours, it will count as two meetings.

The final decision to approve and to fund clubs is the responsibility of the Board of Education. The Board is not obligated to spend all of the allocated funds in any given year or to carry over any unused funds from one year to the next.

3. If there are insufficient club monies for all requests in a building, the principal will ask teachers to reconsider restructuring their club proposals in order to free up monies for other clubs. Only the applying teacher can alter the club proposal. As with the initial submission, the final decision to approve and to fund clubs is the responsibility of the Board of Education.
4. A teacher may oversee more than one club.

g. **Procedures for Approval of Extra Curricular Clubs and All Other After School Activities**

1. A teacher interested in conducting a club or after school activity shall obtain the appropriate form from his principal.

2. The teacher shall submit the completed form to the principal for review and recommendation by June 1 of the prior school year. The principal shall advise the teacher in writing of the recommendation that will be indicated on the form.
3. The principals shall submit all completed club/after school activity forms to the Personnel Office by July 31 for recommendation. Even forms which include a recommendation by the principal for non-approval shall be forwarded to the Personnel Office.
4. The Personnel Office shall include the recommended clubs/after school activities in the agenda for approval at an August Board meeting. A list of clubs/activities submitted by teachers but not recommended for approval by the Superintendent will be included in the information presented to the Board. A list of clubs/activities approved by the Board shall be submitted to the Assistant Superintendent for payment.

h. Child Study Team

1. Members of the Child Study Team, including the Speech & Language Therapists at half the per case rate, who work beyond the normal school year shall be compensated on a per case basis at: \$400 for 2011-2012; at \$400 for 2012-2013; and, at \$400 for 2013-2014.
2. The Board of Education shall set aside the sums of money set forth herein below as conference pool for use by members of the district's child study team for attendance at professional conferences, workshops and seminars which have been approved in advanced by the superintendent or his designee with a total team allowance of \$4,200 for 2011-2012 at \$4,200 for 2012-2013; and, at \$4,200 for 2013-2014.

i. Summer Employment

Teachers shall be paid at the following hourly rates: \$58 for 2011-2012; at \$58 for 2012-2013; and, at \$58 for 2013-2014.

3. Ten (10) Month Secretaries

The parties do hereby agree that the compensation of ten (10) month secretaries for this Agreement's years shall be computed in accordance with Schedule E attached hereto. If a ten month secretary is directed by the Superintendent or his/her designee in writing to work on a day which is not part of her/his work regular work year, she/he shall be paid at her/his per diem rate for the day. If a ten month secretary volunteers to work on a day which is not part of her/his work regular work year and is approved in writing by her/his supervisor, she/he shall be paid at the secretary substitute rate for the time worked.

4. Applied Behavior Analysis Trainers

The parties do hereby agree that the compensation of Applied Behavior Analysis Trainers for this Agreement's years shall be computed in accordance with Schedule G attached hereto.

5. Hourly Aides

- a. The parties do hereby agree that the compensation of Hourly Aides for this Agreement's years shall be computed in accordance with Schedule H attached hereto.

- b. Aides to Classrooms (Hygienic) will be compensated at 15% above their placement on the Hourly Aides' Guide. Anyone who held the position of Aide to Exceptional Student in the year 2003-2004 will be grandfathered and receive 10% of the top step of the Hourly Aides' Guide as long as they continue in the position of Aide to Classroom (Hygienic).
- c. Aides to Classrooms (Autistic) will be compensated at 15% above their placement on the Hourly Aides' Guide.
- d. When an hourly aide fills in for an Aide to Classroom (Autistic) or and Aide to Classroom (Hygienic), she/he shall be paid the relevant higher-paid aides' rate for all such time worked.
- e. For the 2008-2009 school year, all Aides will be paid for ten (10) minutes of their lunch time. For the 2009-2010 school year, all Aides will be paid for twenty (20) minutes of their lunch. For the 2010-2011 school year all Aides will be paid for thirty (30) minutes of their lunch.

6. Student Information Manager

- a. The parties do hereby agree that the compensation of the Student Information Manager for this Agreement's years shall be computed in accordance with Schedule E attached hereto.

7. Signing Interpreter

- a. The parties do hereby agree that the compensation of the Signing Interpreter for this Agreement's years shall be computed in accordance with Schedule K attached hereto.

8. Technology Assistants

- 1. The parties do hereby agree that the compensation of the Technology Assistants for this Agreement's years shall be computed in accordance with Schedule I attached hereto.

B. Twelve (12) Month Employees

1. Method of Payment

a. Twelve (12) Month

Each twelve month employee shall be paid in 24 equal semi-monthly installments.

b. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, twelve (12) month employees shall receive their paychecks on the last previous working day.

2. Secretaries

- a. The parties do hereby agree that the compensation of twelve (12) month secretaries for this Agreement's years shall be computed in accordance with Schedule E attached hereto.
- b. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly pay after forty (40) hours.

3. Custodians

- a. The parties do hereby agree that the compensation of Custodians for this Agreement's years shall be computed in accordance with Schedule F attached hereto.
- b. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.
- c. Call-back time shall be paid at the rate of one and one half (1-1/2) times the regular hourly rate of pay for a minimum of three (3) hours.

4. Black Seal Compensation

All holders of a Black Seal license shall be paid an annual stipend of \$975 for 2011-2012; at \$975 for 2012-2013; and, at \$975 for 2013-2014. Half the stipend shall be paid on December 15 and half the stipend shall be paid on June 15. An employee must be on staff and possess the license by October 1 in order to receive the December 15 stipend and on staff and possess the license by April 1 in order to receive the June 15 stipend.

ARTICLE 11
USE OF PERSONAL AUTOMOBILE

A. Mileage Reimbursement

Employees who may be required to use their own automobile in the performance of their duties to attend conferences and workshops and employees who are assigned to more than one (1) building per day shall be reimbursed for all such travel at the IRS rate.

B. Automobile Insurance

Whenever an employee's vehicle is damaged in a collision or accident that occurs in the course of the use of the vehicle for approved school purposes, the district shall reimburse the employee only the deductible portion of the employee's auto insurance coverage, up to a maximum of \$500.00. Employees who use their cars for school business must have their vehicles insured in the amounts statutorily required by the State of New Jersey.

C. Designated Parking Spaces

Two (2) designated parking spaces shall be provided at each school to cover the personnel who travel between buildings.

ARTICLE 12
EMPLOYMENT

- A. The Board of Education will notify all employees of their contract and salary status for the ensuing year as soon as possible after the Board meeting for April but no later than the statutory deadline.
- B. Employees shall return contracts within fourteen (14) calendar days.

ARTICLE 13
ASSIGNMENT

A. Notification

1. Date For Presently Employed Employees

Employees shall be given written notice of changes in their schedule, class and/or subject assignment, room/shift and/or building assignment for the coming year as soon as practical.

2. Revisions

In the event that changes in such schedules, shifts, class and/or subject assignments, and room and/or building assignments are proposed after August 1, any employee affected shall be notified promptly in writing and, upon request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the employee affected and, at his option, a representative of the Association.

B. Traveling

Schedules of employees, except custodians, who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel.

ARTICLE 14
REASSIGNMENT, TRANSFERS, PROMOTIONS

The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the Board of Education and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board of Education in regard to such matters. In order to assist the Board in performing this function, as well as to make available as many opportunities as possible for transfers and promotions within the school system, the parties agree to the procedural provisions hereinafter set forth.

A. Voluntary Transfers and Reassignments

1. An employee who desires a change in grade and/or subject assignment, shift, or who desires to transfer to another building may file a written statement of such desire with the principal by March 15th. Such statement shall include the specific grade, subject or building to which he desires to be transferred and the reason(s) to support his request.
2. Employee request for voluntary transfers may be granted when, in the judgment of the administrative staff, the transfer would be in the best interest of the school system.
3. The Superintendent shall deliver to the Association and post known vacancies as they occur.
4. The wishes of current custodians for a change in work shift/area shall be considered before any vacancy is filled.

B. Involuntary Transfers and Reassignments

Notice of involuntary transfer or reassignment shall be given to an employee as soon as feasible. The Superintendent will offer an opportunity to meet to discuss the pending decision before the transfer or reassignment is finalized.

C. Promotions

1. The Personnel Office will have posted on the staff bulletin boards vacancies of a promotional nature which involve a salary differential and/or an administrative or supervisory position. Shift vacancies for custodial positions shall also be posted. Consideration shall be given to regularly employed employees in the Mount Laurel School District, providing a written letter of interest is filed within 5 working days with the Personnel Office.
2. Appointment to a promotional position will be dependent upon whether, in the judgment of the Superintendent, the employee has the training, qualifications and requisite skills necessary to meet the needs and requirements of the position.
3. Nothing contained herein shall restrict the Board from filling promotional vacancies with persons other than those employed in the school district.

ARTICLE 15
EVALUATION

A. Open Observation

All observations of the work performance of an employee shall be conducted openly and will full knowledge of the employee.

B. Evaluation of Tenured Teaching Staff Members

An employee shall be given a copy of any class visit or evaluation report prepared by his evaluators after or during any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

All evaluation conferences shall be held between the evaluator and the employee within fifteen (15) days of the observation. The employee shall sign all completed evaluation forms within five (5) days of receipt of the report. An employee may submit, if he desires, a rebuttal within fifteen (15) days after receipt of the report.

C. Evaluation of Non-Tenured Teaching Staff Members

This shall be the timetable for observations and evaluations reports:

ACTIVITY	DATE
First evaluation Observation Conference Report Rebuttal Period Timeline Completed	By November 1 By November 10 By November 20 Between November 20 and November 30 December 1
Second evaluation Observation Conference Report Rebuttal Period Timeline Completed	By January 29 By February 8 By February 18 Between February 18 and February 28 March 1
Third evaluation Observation Conference Report Rebuttal Period Timeline Completed	By April 1 By April 10 By April 20 Between April 20 and April 30 May 1

The Board of Education reserves the right under school law to conduct observations and prepare evaluations through its certified supervisors beyond the minimum number set by law.

D. Standardized Tests

Results of standardized tests used for evaluating students shall not be used solely to evaluate teacher performance.

ARTICLE 16
TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Employees shall receive the following temporary leaves of absence with full pay.

1. Personal

Three (3) days of leave of absence for personal, legal, business, household or family matters that cannot be handled at other than school time for all unit employees.

Application to the employee's principal or other immediate superior for personal leave shall be made at least four (4) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than indicating on the Absence and Leave form that such leave shall be for one of the aforementioned reasons. All unused personal days shall convert to accumulated sick leave on June 30 each year.

2. Professional

a. Teachers shall receive up to two (2) professional days for the purpose of visiting other schools, attending meetings or conferences of an educational nature. Applications to the teacher's principal or other immediate supervisor for permission to take professional leave shall be made at least three (3) days before taking such leave. A written summary of the visit will be submitted to the assistant superintendent.

b. Secretaries shall receive up to one (1) professional day for the purpose of attending meetings or conferences of an educational nature related to their duties in the District. Applications to the secretary's supervisor for permission to take professional leave must be made at least three (3) days before taking such leave. A written summary of the activity will be submitted to the supervisor.

c. The Board agrees to pay for the cost of registration for an employee to attend a professional or job related conference when the employee's attendance is requested by the administration. If an employee is requested in writing by an administrator or supervisor to attend a professional workshop/training the employee will not use their own professional time and it will be counted/credited/charged as District time.

3. Out of District Presentations

Up to two (2) non-chargeable days shall be granted for the purpose of presenting professional workshops of an educational nature in surrounding districts, if the district requesting this service agrees to cover the cost of the substitute. Honorariums offered for the preparation time involved shall not be regulated by the Board.

4. Legal

Appearances in any legal proceedings on behalf of, or at the request of the school district or which relate to claims other than those made by the employee against the school district, which relate to or arise from the employee's employment in the school district.

5. Bereavement

Up to five (5) days at any one time in the event of death of any employee's spouse, child, parent, brother, sister, grandchild, civil union partner (to the extent required by NJ law), or any other member of the immediate household.

- a. The five (5) days of bereavement leave under Article 16.A.5, need not be taken consecutively, but must be taken during the ten (10) day working period following the date of death.
- b. For a death occurring within a period when 10-month employees are not at work, the ten (10) day working period following the date of death will commence on the date that 10-month employees return to work, except that a 10-month employee will not be entitled to any bereavement leave for a death occurring prior to August 15 of the summer break preceding the work year for 10-month employees.
- c. An employee entitled to five (5) days of bereavement leave may request approval of the Superintendent (or designee) to use not more than two (2) of the five (5) days later in the work year, for matters relating to bereavement that occurred outside of the ten (10) working day period following the date of death. Such request will be within the discretion of the Superintendent (or designee) and will not be unreasonably denied.

Up to three (3) days of bereavement leave for the death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent will be granted. (Days apply to civil union partners to the extent required by NJ law.) The three (3) days must be used within five (5) days from the date the first bereavement day was used.

Employees shall be granted up to one (1) day in the event of death of an employee's friend or relative outside the employee's immediate family as defined above.

In the event of the death of a teacher or student in the Mount Laurel School District, the principal or immediate superior of said employee or student shall grant two (2) employees sufficient time off to attend the funeral.

6. Marriage and Honeymoon

Up to five (5) consecutive work days for teachers for the purpose of marriage and honeymoon, three (3) days of which are to be charged as personal days-the remaining two (2) days to be taken without pay.

7. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

8. In Addition to Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the employee is entitled.

B. Sick Leave

1. Notification of Accumulation

By October 15th, each employee shall be apprised of the amount of unused sick leave including the ten (10) days for ten (10) month employees or twelve (12) days for twelve (12) month employees for the current year. This information is to be provided on an appropriate form.

2. Credit for Accumulated Sick Leave Plan

The Board shall accept one half (1/2) the number of sick days [maximum total of ten (10) accumulated by all newly hired teachers during their most recent employment provided the requirements of NJ 18A:30-3.2, 3.3, and 3.4 are met.

ARTICLE 17
EXTENDED LEAVES OF ABSENCE

A. Military

Military leave, whether with or without pay, shall be governed by State and Federal Laws.

B. Additional Leave

Other leaves of absence without pay may be granted at the discretion of the Board.

C. Disability Due to Pregnancy

1. Leaves for disability due to pregnancy shall be covered as any other sickness or illness under sick leave.
2. The Board reserve the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom if, after her pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical activity shall be deemed so impaired if any of the following occurs:
 - a. The pregnant employee after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
 - b. The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to perform her duties or;
 - c. If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, by the Burlington County Medical society, certifies that, in his opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.
3. In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement, by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.
4. The Board may require, as a condition of the employee's return to service, a certificate from a physician certifying that the employee is medically able to resume her duties.

D. Child Rearing

1. Any employee seeking a leave of absence for reasons associated with child rearing shall file a written request for such leave with the Superintendent at least forty-five (45) days in advance of the date on which said leave is to commence, which request shall likewise specify therein, at the employee's option, whether the leave will terminate February 1 or September 1 that said employee proposes to return. In the case of adoption, the employee shall provide written notification of the earliest likely date of adoption at least 45 days in advance of that date. In addition, the employee shall provide the Superintendent written notification of the actual date of adoption as soon as that date is known unless time does not allow. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the program to which the employee was assigned.
2.
 - a. A leave of absence of child rearing for a tenured employee shall not exceed a total of twenty-four (24) months (including July and August).
 - b. A leave of absence not to exceed twelve (12) months (including July and August) shall be granted to employees (other than teachers and secretaries, who are covered by 2. a. above or 3. below) who have completed at least three years in a unit position as of the date of commencement of such leave.
3. Such leave for non-tenured teachers and secretaries and employees who have completed less than three (3) years of employment in a unit position as of the date of commencement of such leave shall not extend beyond the end of the current school year in which the leave is to commence.
4. After the grant of leave to any employee pursuant to the provisions of Part D. of this Article, the Board will give reasonable consideration to requests from the employee for either the extension or reduction of the period of leave so granted, provided that the employee requesting same makes written application for such adjustments to the Superintendent of Schools. All requests for an extension or reduction of a child-rearing leave of absence must be submitted by April 1. No employee, however, shall be eligible for a successive child-rearing leave unless he/she has worked a minimum of one full school year (September - June) between child-rearing leaves.

E. Illness In Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. Return From Leave

1. Salary

- a. Upon return from Military Leave, Section A. of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule of the level he would have achieved if he had not been absent.
- b. An employee upon leave pursuant to Section B, C, D and E of this Article shall be placed on the next step of the salary guide which was applicable before the leave commenced, if the ten (10) month employee is in a pay status for at least eighty-five (85) days or the twelve (12) month employee is in a pay status for at least one hundred twenty (120) days.
- c. Military leave, child rearing leave, and illness in the family are all without pay.

2. Benefits

- a. During military leave, child rearing leave, or illness in the family leave, the employee's insurance benefits are not covered by the Board.

- b. All contractual benefits to which an employee was entitled at the time of his leave of absence commenced including unused, accumulated sick leave, shall be restored to him upon his return, in accordance with the current negotiated Agreement, and he shall be assigned to the same position which he held at the time of said leave commenced if available or, if not, to an equivalent position.

G. Extensions and Renewals

All leaves or extensions shall be applied for in writing and granted in writing.

ARTICLE 18
INSURANCE PROTECTION

- A.
 - 1. The Board shall provide a health care insurance package to eligible unit members and their dependents. The insurance package for those eligible unit members as defined below shall be equal to or better than the benefits provided by Direct 10, 15, Aetna HMO plans of School Employees Health Benefits Program (SEHBP) of 2010. The Board reserves the right to determine the provider of the health care package and the rates to be paid.
 - 2. "Eligible unit members" are defined as teachers who work half (1/2) time or more and any employee filling one of the following positions at least twenty (20) hours per week: secretaries, custodians, ABAT trainers, signing interpreters, cafeteria workers and pre-school handicap aides. Any assistant who was covered by health insurance during 1994-1995 and who continues to be employed in a position for at least 20 hours per week will continue to be an "eligible unit member".
 - 3.
 - a. An otherwise eligible employee under 2. above hired on or after July 1, 1998 shall be eligible for Board-paid single coverage under 1. above. Said employee shall be eligible for Board-paid family coverage on the first of the month which is three years after initial employment in the District. Such employees may buy-in to other enrollment levels under procedures established by the Administration.
 - b. Effective July 1, 2002, the Board shall contribute 100% of the single enrollment premium for all new employees otherwise eligible for insurance under A. 1., A. 2., and A. 3. a. or A. 3. b. and who are in their first three years of employment with the District. The Board shall also contribute 25% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her first year of employment; 50% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her second year of employment; and, 75% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her third year of employment. A "year of employment" is defined to mean twelve months commencing on the first day of work for a first day teacher, or the first anniversary date of initial employment or the second anniversary date of initial employment, as relevant.
- B. The Board shall provide to each newly hired full-time employee a description of the health care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage.
- C. Employees who retire or have retired after the 1980-81 school year in good standing from the Mount Laurel School District and in accordance with the rules and regulations of the Teacher Pensions and Annuity Fund or Public Employees Retirement System shall be permitted to continue at their own expense participating in the group health services plan. Such participation shall be subject to the terms and conditions established by the designated insurance carrier and Board of Education.

- D. 1. The Board shall provide a family dental insurance package for "eligible unit members" and their dependents. "Eligible unit members" are defined in A.2. above. The Board reserves the right to determine the provider of the dental insurance package and the rate to be paid.
2. New employees shall be eligible for Board-paid single coverage under the terms of D.1. above. Said employee shall be eligible for Board-paid family coverage under the terms of D.1. above on the first of the month which is three years after initial employment in the District. Such employees may buy-in to other enrollment levels under procedures established by the Administration.
- E. Effective January 1, 2002, hourly aides and technology assistants can buy in to available district insurances under A. and D. above under rules established by the Administration.
- F. **Voluntary Health Insurance Incentive Waiver Plan**
1. Effective February 1, 2002, there shall be a voluntary health insurance waiver plan for all employees eligible to receive coverage under Article 18, A. or D. above. This plan shall be in effect for each type of insurance as long as the carrier permits such a plan.
2. An employee may waive insurance under one or more insurances under A., or D. above.
3. Each year, the Board shall provide appropriate forms to all employees. Said form will contain a final return date.
4. Employees who voluntarily elect to waive coverage shall be entitled to receive 30% of the highest paid Board premium that the employee is eligible to receive.
5. Payment of the monies in 4. above shall be made by separate check before July 31 after the conclusion of the waived year.
6. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
7. Employees who have no other comprehensive health and hospitalization insurance are not be permitted to waive coverage under Article 18, A. Employees who waive insurance coverage under Article 18, A. shall be required to attest in writing that they have such comprehensive health and hospitalization insurance.
8. An employee who waives coverage may re-enroll for the next year during the open enrollment period. The only exception is that if a spouse's health/hospitalization coverage (Article 18, A.) is terminated during the District's insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.
9. In order to protect all employees from Federal taxation of existing benefits when this plan is in effect, the District will comply with all Federal paperwork (Section 125).
10. If an employee separates from the District during the July 1 through June 30 period and has waived insurance, the payment shall be prorated using full months as the divisor.

G. Flexible Spending Account

The Board, pursuant to a Section 125 Cafeteria Plan, will set up a Flexible Benefits Spending Account (FSA) for each employee.

1. For each employee eligible for health insurance, the Board will make an annual contribution of two-hundred (\$250) dollars to each employee's account to be used in accordance with the terms of Section 125 Cafeteria Plan. For all other employees, the Board will make an annual contribution of one-hundred twenty-five (\$125) dollars to each employee's account to be used in accordance with terms of the Section 125 Cafeteria Plan.
2. Board will pay all administrative costs associated with setting up and managing the plan of each employee's FSA.
3. Any money in the district's flexible spending account, which remains at the end of the plan year, shall revert in entirety to the district.

Contributions will be made on July 1, 2011, July 1, 2012 and July 1, 2013.

ARTICLE 19
REPRESENTATIVE FEE

A. Representation

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

B. Amount of Fee

1. Notification

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

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

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

- a. Ten (10) days after receipt of the aforesaid list by the Board, or,
- b. Thirty (30) days after the employee begins his/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.

3. 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 prorated portion of the fee from the last paycheck paid to said employee during the membership year in question. This shall also apply to a member terminating employment or taking a Board approved leave of absence.

4. Mechanics

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

5. Changes

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

6. New Employees

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

The Mount Laurel Education 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 provided that the employer gives the Association timely notice in writing of any claim, demand, suit or other form of liability.

It is expressly understood that a. above will not apply to any claim, demand, suite or other form of liability which may arise as a result of any type of willful misconduct by the employer or the employer's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 20
BOOK COLLECTION, STORAGE, AND DISTRIBUTION

Teachers will be responsible for collecting, storing, distributing, and inventorying class sets of books as follows:

A. Classroom

Books kept or stored in the classroom will be collected, stored, inventoried, and distributed by the teacher.

B. Central Depository

Class sets of books will be collected by teachers for storage in a central depository. Books will be packed neatly for delivery by the custodian. Class sets of books will be delivered from the central depository to the classroom by the custodian.

ARTICLE 21
PROTECTION OF EMPLOYEES

A. Action Before Board or Commissioner

An employee shall be entitled to indemnification or reimbursement, as the case may be, in accordance with the provisions of NJSA 18A: 16-6 and 6.1, for the cost of a legal proceeding brought against him/her.

B. Protection of Employee's Personal Effects

The Board shall reimburse employees for the reasonable cost of any clothing or personal effects damaged as a result of an assault or vandalism by a student while the employee is acting in the discharge of his duties within the scope of his employment.

ARTICLE 22
SENIORITY AND SUBCONTRACTING

- A.**
1. The Board shall maintain a seniority list for each job title of support staff employees as listed in Article I, Recognition A. 2., 3., 4., 5., 6. and 7. Copies of these lists shall be made available to the Association.
 2. In the event of a reduction in force within a job title, employees with five (5) or more years of experience in the District will not be laid off before employees with less than five (5) years of experience in the District within the same job title.
 3. In the event of a recall, any employee who has at least three (3) years of experience in the District, shall be recalled to their position (the last one filled before the reduction in force) in order of seniority within the affected job title.
 4. Support staff employees who have been reduced in force shall remain on the recall list for three (3) years from the effective date of the reduction in force. Support staff employees who have been reduced in force and who have five (5) years or more of seniority at the time of the reduction in force shall remain on the recall list for five (5) years from the effective date of the reduction in force.

5. Notice of recall to work shall be addressed to the support staff member's last address appearing on the records of the school district by certified mail, return receipt requested. Within eight (8) calendar days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to work in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.
6. Seniority shall not be accumulated during the period of layoff. Upon recall the support staff member shall have his/her accumulated seniority restored to the date of layoff.
7. A support staff employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

B. Subcontracting

The Board will notify the Association of possible subcontracting at least 30 days before any formal action by the Board. The Board agrees to discuss possible subcontracting with the Association prior to any formal action by the Board.

ARTICLE 23
PAYMENT FOR ACCUMULATED SICK LEAVE ON RETIREMENT

- A. 1. The Board shall pay to each employee retiring from the Mount Laurel School District the following sums for each accumulated unused sick leave day in accordance with the following schedule provided that the retirement conforms to the rules and regulations of the Teachers Pension and Annuity Fund (TPAF) or Public Employment Retirement Systems (PERS) of New Jersey and that the employee is collecting a pension:

TEACHERS

YEAR	1-60 DAYS	61+ DAYS	MAXIMUM NUMBER OF DAYS
2011-2012	\$42	\$58	200
2012-2013	\$42	\$58	200
2013-2014	\$42	\$58	200

NOTE: After a teacher exceeds 60 days, all accumulated sick leave days are paid at the maximum rate.

A. 2. SUPPORT STAFF

YEAR	1-30 DAYS	31+ DAYS	MAXIMUM NUMBER OF DAYS
2011-2012	\$42	\$45	200
2012-2013	\$42	\$45	200
2013-2014	\$42	\$45	200

NOTE: After a support staff employee exceeds 30 days, all accumulated unused sick leave days are paid at the maximum rate. The above rates are computed for full time support staff employees. "Full time" is defined as six (6) hours. Support staff employees who work less than six hours in their last year shall be pro-rated accordingly.

- A. 3. Payments under A. 1. and A. 2. will also be made to the estate of an employee.

ARTICLE 24
TUITION REIMBURSEMENT

The Board will provide a tuition reimbursement program for teachers, secretaries, assistants, cafeteria workers, hourly aides, ABAT and custodians who attend an accredited college or university.

- A. The Board will provide the following maximums for the tuition program: 2011-2012: \$48,250; 2012-2013: \$48,250; and 2013-2014: \$48,250. This cap shall be split as follows: 90% for teachers' graduate courses and 10% for eligible non-teacher positions. If reimbursement exceeds the amounts set forth hereinabove, apportionment will take place.
- B. The Board will pay up to the maximum amounts set forth herein below per year for each employee: for graduate courses: 2011-2012: \$1,728; 2012-2013: \$1,728; and 2013-2014: \$1,728; and for undergraduate courses: 2011-2012: \$1,102; 2012-2013: \$1,102; and 2013-2014: \$1,102.
- C. Tuition reimbursement will not be available to an employee until he/she shall have reached the June 30th after initial employment. Example: a teacher is hired on September 1, 2011. He/she is eligible for courses pursuant to the provisions of this Article which are taken July 1, 2012 or later.
- D. Courses will be on a graduate level for teachers and on an undergraduate level for secretaries and assistants. Courses will be on an undergraduate level for cafeteria workers, hourly aides, ABAT and custodians. Courses shall be related to the employee's area of instruction, specialty, related educational field or work duties in the District.
- E. Courses to be taken must be approved by the Superintendent prior to registration. Appeals from denials of courses by the Superintendent for cafeteria workers, hourly aides, ABAT and custodians can only be through Level Four of the grievance procedure.
- F. In order to qualify for reimbursement, the employee shall indicate proof of successful completion of the course(s) taken (grade of "B" or higher for graduate level courses and grade of "C" or higher for undergraduate level courses) by September 15 of each year following completion of courses by:
 - 1. Providing transcript or affidavit of grade from college or university where time does not permit;
 - 2. providing original receipts for tuition, which shall be returned;
 - 3. Submitting the above information to the Superintendent for review and approval;
 - 4. The employee is under contract at the time the check is issued.
- G. If all conditions as outlined in item F. are met, the employees shall receive reimbursement no later than November 15th of the subsequent academic year in which the courses were taken.

ARTICLE 25
SITE BASE MANAGEMENT COMMITTEE

A. Site-Based Committee Philosophy

Site-Based management is a process, which decentralizes authority for decision-making. By decentralizing authority, decision-making can more often occur at the level of the organization where information concerning the decision is most available, where the decision is to be implemented, and where accountability for the results of the decision can be established. Decisions must be consistent with the district direction, policies and regulations, collective bargaining agreements, state and federal mandates, and law. Any decision must also be consistent with allocated resources.

B. Site-Based Committee Process

The purpose of the site-based committee is to enhance the functioning of the building. As such, agenda items for the site-based committee discussion may include areas that impact the day-to-day work climate. Agenda items may not include areas that usurp the managerial/leadership role of the building principal, are in conflict with district direction, involved the evaluation or assessment of individual staff personnel, exceed the budgetary limits for the school, violate any provisions of existing collective bargaining agreements, violate state law or code or violate district policy.

Decisions arrived through the building level site-based committee are expected to adhere to a consensus process. Consensus is reached when all parties in a decision making process agree to support or, at least, not undermine a decision. In seeking consensus, everyone must have the power to shape or challenge a decision. Those challenging a decision have the responsibility to understand and consider the group's point of view. They also have the responsibility to present alternative solutions and ideas that have not yet been considered by the group, and to work with the group to help them understand their perspective. If those who challenge a decision can offer no new alternative, they are expected to support the group's decision. Decisions should not be reached by taking "majority votes". In the event that the committee cannot agree on one of the approaches, the building principal will make the decision. However, should this occur, it is a sign that the shared decision making process is seriously flawed. Obtaining assistance in learning how to improve the shared decision making process should be the committee's priority.

C. Professional Development / Training

It will be the joint responsibility of the Mount Laurel School District and the Mount Laurel Education Association to provide sustainable and consistent training for each site-based committee. The major areas of initial member training shall include the following:

Interpersonal relationships
How to reach consensus
Team Building
How to be a facilitator

Ongoing evaluation of the functioning of the teams will help to determine future trainings.

Once the building site-based committee is established, trained, and operationalized, the team shall develop and implement a system of ongoing, two-way communication with the building staff to foster the understanding and growth of site-based management.

D. Site-Based Committee Member Roles/Responsibilities

Site-based meetings may be scheduled with the mutual agreement of committee members; however, such meetings should not conflict with the contractual day. All reasonable attempts must be made to schedule meetings well in advance of the actual meeting dates. Agendas must be distributed to all staff members twenty-four (24) hours in advance of the meeting with copies provided to the Assistant Superintendent of Curriculum, Instruction, and Assessment as well as MLEA President. It shall be the responsibility of the committee to determine the facilitator for each meeting, keeping in mind that it is reasonable to rotate such responsibilities among all committee members. Following the meeting and before the next scheduled meeting, minutes from the meeting shall be distributed to all staff, the MLEA President and the Assistant Superintendent of Curriculum, Instruction and Assessment on the agreed to

Building level site-based committees shall have a total of eight members. The representation shall be as follows: four (4) from the MLEA bargaining unit, principal, PTO president (or designee), and two (2) at large representatives selected by the committee through a process the committee deems appropriate. The MLEA shall establish a process for the selection of its representatives. With the exception of the principal and the PTO president, all other members will serve not more than two (2) years unless selected to serve again. The initial terms shall be staggered to assure continuity, with half of the members serving two (2) years and the other half serving for three (3) years. Subsequent terms shall be two (2) years.

Serving on the site-based committee is considered to a primary responsibility and should not be "second" to other extra/co- curricular/club/sport assignments. It is the expectation that all committee members be present at all scheduled meeting for the entire duration of the meeting. Meetings shall be scheduled once per month for a minimum of 1 hour, not to exceed two. Arrival 15 after or leaving 15 minutes before the end of the meeting will be considered non-attendance at the meeting. Compensation will be on a per meeting basis as indicated in Schedule B.

ARTICLE 26
MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

C. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

D. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to teachers covered by the Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from, any term and condition teachers employment existing in the year prior to its effective date.

E. Printing Agreement

Copies of this Agreement shall be printed with the expense equally shared by the Board and the Association, and made available for distribution prior to the duration of the Agreement or within thirty (30) days after the Agreement is signed if the signing occurs after May 15th. The Agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment.

H. Board Policy Books

An up-to-date copy of Board policy shall be placed in each school.

ARTICLE 27
DURATION OF AGREEMENT

- A. This Agreement and all its provisions shall be effective as of **July 1, 2011** and shall continue in effect until **June 30, 2014**. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date above indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, the day and year first above written.

**MOUNT LAUREL
BOARD OF EDUCATION**

By Margaret L. Haynes
President

By Pat F. Wagner
Secretary

**MOUNT LAUREL
EDUCATION ASSOCIATION**

By Julia M. Deff
President

By [Signature]
Secretary

SCHEDULE A
EXTRA-CURRICULAR ACTIVITIES

	2011-2012	2012-2013	2013-2014
Instrumental Director	\$2,773	\$2,773	\$2,773
Choral Director	\$2,773	\$2,773	\$2,773
S.T.E.P. Music	\$5,877	\$5,877	\$5,877
S.T.E.P. Art	\$5,877	\$5,877	\$5,877
Hartford Theater	\$2,717	\$2,717	\$2,717
Harrington Performing Arts/Talent Show	\$2,567	\$2,567	\$2,567
Stage Crew	\$2,727	\$2,727	\$2,727
Harrington Intramural(s) (10) (per activity) Prorated under 25 hours	\$1,553	\$1,553	\$1,553
Hartford Intramural(s) (10) (per activity) Prorated under 25 hours	\$1,553	\$1,5553	\$1,553
Interscholastic(s) Sports- Harrington Head Coach	\$3,936	\$3,936	\$3,936
Interscholastic(s) Sports- Harrington Assistant Coaches	\$2,827	\$2,827	\$2,827
Athletic Director	\$5,098	\$5,098	\$5,098
Harrington Newspaper Advisors (per issue) Max per year: 10	\$266	\$266	\$266
Hartford Newspaper Advisor	\$1,685	\$1,685	\$1,685
Harrington Year Book (In House)	\$2,910	\$2,910	\$2,910
Harrington Year Book (sent out of District)	\$544	\$544	\$544
Hartford Yearbook	\$2,910	\$2,910	\$2,910
Elementary Yearbook (6)	\$1,685	\$1,685	\$1,685
Harrington Student Council Two Advisors	\$1,386	\$1,386	\$1,386
One Advisor	\$2,773	\$2,773	\$2,773
Hartford House of Representatives	\$2,661	\$2,661	\$2,661
Camping Trip	\$293	\$293	\$293
Eco Wild	\$2,473	\$2,473	\$2,473

SCHEDULE B
ADDITIONAL ASSIGNMENTS

	2011-2012	2012-2013	2013-2014
Lunch Supervisors	\$3,138	\$3,138	\$3,138
After-School Supervisors	\$4,536	\$4,536	\$4,536
Summer Curriculum committee(s)	\$1,792	\$1,792	\$1,792
Site-Based Teams	\$874	\$874	\$874
LPDC (Local Professional Development Committee)	\$1,330	\$1,330	\$1,330
District Committee - SPDC (18)	\$1,108	\$1,108	\$1,108
Team Leaders (Academic)	\$600	\$900	\$945
Elementary Homework Assistance (each elementary school)	\$1,541	\$1,541	\$1,541
Hartford Homework Advisor			
Each advisor:			
Half Year	\$1,541	\$1,541	\$1,541
Full Year	\$3,082	\$3,082	\$3,082
Harrington Homework Advisor(s)	\$1,541	\$1,541	\$1,541
Per session/Per advisor	\$3,082	\$3,082	\$3,082
Home Instruction (per hour)	\$67.00	\$67.00	\$67.00
In-Service Rate:			
Half Day: 2.5 hrs. X Home			
Instruction Rate of:	\$67.00	\$67.00	\$67.00
In-Service Rate:			
Full Day: 5.0 hrs. X Home			
Instruction Rate of:	\$67.00	\$67.00	\$67.00
Workshop Presenters:			
After School, Evening and Summer (per hour)	\$97.00	\$97.00	\$97.00

SCHEDULE C
DENTAL CARE PLAN

FEE BASIS:

The following program is based upon the usual, customary, and reasonable fee concept.

CO-PAYMENT

Preventive and Diagnostic - 100% with no deductible
Remaining Basic Services - 80%/20% with a deductible
Prosthodontic Benefits - 80%/20% with a deductible

Effective July 1, 2004, the maximum amount payable for the above dental services provided an eligible patient in any calendar year is \$2,000.

\$50.00 deductible per patient per calendar year.
\$150.00 family maximum aggregate deductible.

ORTHODONTIC COVERAGE (applicable to dependent children)

Co-Payment - 50/50

Orthodontic Benefits are subject to a \$1,250 lifetime maximum per case which is separate from the \$2,000 maximum which is applicable to Basic and Prosthodontic Benefits.

**Schedule G - Hourly Aides Guides
2011-2012, 2012-2013, 2013-2014**

2011-2012		2012-2013		2013-2014	
Step		Step		Step	
1	11.73	1	11.83	1	11.95
2	12.04	2	12.03	2	12.15
3	12.34	3	12.34	3	12.35
4	12.65	4	12.64	4	12.66
5	13.11	5	12.95	5	12.96
6	13.87	6	13.41	6	13.27
7	14.89	7	14.47	7	13.73
8		8	15.59	8	14.49
9		9		9	15.51
10		10		10	
Off	17.80	Off	18.10	Off	18.42

Hygienic Care and Autistic Aides = actual step plus 15%

SCHEDULE K
OVERTIME PROCEDURES

1. List should start based on Seniority.
2. Employee offered overtime has the right to accept or deny. If he/she denies it goes to the next employee. There should be no swapping of dates. If you accept and then cannot work, it goes to the next person on the list.
3. Person asked to work overtime will sign off as accepting or denying date offered.
4. Employees without a boilers license will only be offered overtime when more than one person is needed when boilers are operational. The only exception will be for people staying to fill in for an absent worker. Then work would go the next person on the list, whether they have a license or not.
5. The list should be posted so that all can see it.
6. If no workers can be found in the school, the Head Custodian has the right to contact other district employees as deemed necessary.