

MILLVILLE BOARD OF EDUCATION

MILLVILLE, NEW JERSEY

AGREEMENT

Between: Millville Board of Education

And

Millville Teachers' Association

Effective
Date X July 1, 1979 through June 30, 1982

Agreement
Date: September 10, 1979

PREAMBLE

This Agreement entered into this 10th day of Sept., 1979, by and between the Board of Education of Millville, hereinafter called the "Board," and the Millville Teachers Association hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Millville Public Schools is their primary aim.

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION AGREEMENT

1:1 Pursuant to Chapter 123, Laws of 1974, State of New Jersey, known as "New Jersey Employer-Employee Relations Act," the Millville Board of Education recognizes the Millville Teachers Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full time certificated personnel under contract to the Millville Board of Education included herein:

Classroom Teachers
Librarians
Nurses
Special Teachers in the fields of Art, Reading, Music
and Physical Education
Learning Disability Specialists
Reading Specialists
Speech Therapists
Visiting Teachers and Social Workers
Department Chairmen
Compensatory Education Teachers

but excluding:

Superintendent
Assistant Superintendent
Business Manager
Principals
Assistant Principals

and all other employees of the Millville Public Schools not enumerated in the unit described in the inclusion set forth above.

1:2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 Deadline Date
- 2:1.1 The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 30th of the calendar year preceding the calendar year in which this Agreement expires. The Board and the Association shall exchange proposals at the first meeting.
- 2:2 Any Agreement so negotiated shall be submitted for ratification by the Association and approval by the Board. If ratified and approved it shall be signed by the parties.
- 2:3 Nothing in Chapter 123 shall be construed to annul or modify, or to preclude the renewal or continuation of any agreement heretofore entered into between any public employer and any employee organization, nor any provision of Chapter 123 shall annul or modify any statute or statutes of this State.
- 2:4 The Board agrees that representatives designated or selected by public employees for the purpose of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in an election conducted by the commission as authorized by Chapter 123 shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members so long as (a) the majority representative is informed of the meeting: (b) any changes covered by the agreement of modifications in terms and conditions of employment are made only through negotiation with the majority representative and (c) a minority organization shall not present or process grievances.
- 2:5 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.
- 2:6 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

- 3:1 A "grievance" shall mean a complaint by a teacher or teachers that there has been a personal loss, or injury because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting teacher(s). A grievance to be considered under this procedure must be initiated by the teacher within twenty-eight (28) calendar days from the time when the teacher(s) knew or should have known of its occurrence for formal filing in accordance with Para. 3:5 or be considered as waived.
- 3:2 PURPOSE The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3:3 PROCEDURE
- 3:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3:3.2 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any implementation thereof shall have been fully determined.
- 3:3.3 Extension of time

Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in this Grievance Procedure shall be recognized. An extension or contraction of time at any given level may be mutually agreed to.

3:4 LEVEL ONE

Nothing herein precludes discussion informally with the principal or immediate supervisor in attempting to resolve a grievance prior to formal filing.

3:5 LEVEL TWO (Commencement of Formal Procedure)

A grievant shall set forth his grievance in writing to the principal specifying: (a) nature of the grievance; (b) date of occurrence; (c) basis of grievance; (d) dissatisfaction with the previous decision; (e) redress sought; (f) steps of grievance and outcome. The principal shall communicate his decision in writing to the grievant within seven (7) calendar days of receipt of the written grievance.

3:6 LEVEL THREE The Grievant, no later than seven (7) calendar days after the receipt of the principal's decision or fourteen (14) calendar days after filing at Level Two, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days from receipt of the grievance. The Superintendent shall communicate his decision in writing to the teacher and the principal.

3:7 LEVEL FOUR

If the grievance is not resolved to the teacher's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher.

The Board shall render a decision in writing within thirty-seven (37) calendar days of receipt of the grievance by the Superintendent.

3:8 LEVEL FIVE

No claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four, if it pertains to:

- 3:8.1 Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- 3:8.2 Dismissal or failure to renew the contract of a non-tenure teacher.
- 3:8.3 A complaint by a certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3:8.4 If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to a violation of this agreement between the Board and the Association, the employee may request the appointment of an arbitrator. Such request to be made known to the Superintendent by certified mail, receipt returnable, no later than fifteen (15) calendar days after the decision, in writing, of the Board.
- 3:8.5 Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal until after the grievance procedure has been exhausted. This paragraph is not to be construed as a waiver of entitled legal rights.
- 3:8.6 Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.
- a. A joint request shall be made to the American Arbitration Association, to submit a roster of persons qualified to function as arbitrator in the dispute in question.

- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the American Arbitrator Association to submit a second list.
- c. If the parties are unable to agree, within fourteen (14) calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board. The findings of the arbitrator shall be binding upon the parties.

3:9 COST OF ARBITRATION

3:9.1 Each party shall bear the total cost incurred by themselves.

3:9.1 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

3:9.2 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay.

3:10 MISCELLANEOUS

3:10.1 Commencing with Level Two of the Grievance Procedure the grievant may be represented by a representative selected or appointed by the Association. The Association shall be apprised of all formal grievances commencing with Level Two, and an Association representative shall have the right to be present.

Such appraisal shall be made by both parties submitting carbon/xerox copies of the documents submitted pertaining to the grievance in question. Such submission shall take place as follows:

- a. Grievant shall submit such copies simultaneously to the recipient designated in the Grievance Procedure and to the Association's president.

3:10.2 Forms for filing grievances are attached herewith.

3:10.3 Documents used in processing grievances shall be maintained in a separate folder than the permanent personnel folder.

ARTICLE 4

RIGHTS OF THE PARTIES

- 4:1 Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of 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 any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- 4:2 No teacher shall be disciplined without just cause.
- 4:3 Representatives of the Association shall be permitted to transact official association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and the approval has been granted by the appropriate administrator. Such approval shall not be withheld unreasonably.
- 4:4 The Association or its representatives shall have the right to use school facilities at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.
- 4:5 The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Association meeting notices provided copies are presented in advance for posting to the appropriate administrator.
- 4:6 The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, which approval shall not be withheld unreasonably.
- 4:7 Referring paragraphs 4:4, 5, and 6, the official stamp of the Association, or signature of an Association officer, shall appear on all posted items.

4:8 REQUIRED MEETINGS OR HEARINGS:

4:8.1 Whenever any teacher is required to appear before the Board of any committee, or any member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. If, by mutual consent of the parties, hearings are held during school hours, persons proper to be present shall suffer no loss in pay.

4:9 CRITICISM OF TEACHERS:

4:9.1 Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, unless public disclosure is required by law. The Association agrees that its members and officers will accord similar treatment to board members, administrators and supervisors concerning their educational functions.

4:10 ASSOCIATION IDENTIFICATION:

4:10.1 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates provided such pins are in good taste.

4:11 INFORMATION:

4:11.1 The Board agrees to make available to the Association in response to reasonable requests from time to time available information concerning the educational program and the financial resources of the district, that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request.

4:12 LEAVE FOR ASSOCIATION PRESIDENT:

4:12.1 The Board may grant full leave without pay to the president of the Association during his term in office according to a schedule submitted by the president prior to the beginning of each school year.

4:12.2 The Board, at its sole discretion, may, when educationally feasible, release the Association President from non-academic assignments such as homeroom and study halls to carry out Association business.

4:13 EXCLUSIVE RIGHTS:

4:13.1 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other similar teacher organization.

ARTICLE 5

TIME REQUIREMENTS

- 5:1 As a professional, a teacher is expected to devote to his work the time necessary to accomplish the task at hand. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. The school day for teachers shall not exceed seven (7) hours and five (5) minutes, except where, as a part of their professional responsibility, teachers are required to attend department and other professional staff meetings designed to provide meaningful professional growth or clarify school business in general.
- 5:1.1 Teachers may be required to remain after the end of the time set forth in 5:1 without additional compensation for the purpose of attending faculty or other professional meetings three (3) times each month. Such meetings shall begin no later than fifteen (15) minutes following the end of the pupil day and shall run for no more than sixty (60) minutes, if additional time is needed, students shall be dismissed early. Teachers shall not be required to clock in and out by hours and minutes but shall indicate their arrival and their departure from the building by initialing the appropriate column of the faculty sign-in/sign-out roster. Such roster shall be easily accessible to the teacher.
- 5:2 Teachers may leave the building during their scheduled duty free lunch periods provided they have notified the school office and initialed the appropriate column in the faculty sign-in/sign-out roster.
- 5:3 In general and except under emergency conditions required attendance at faculty meetings will not occur on Fridays or days preceding a holiday.
- 5:4 Elementary Class room teachers shall be granted preparation time during the time a specialist in the fields of Art, Music, Physical Education, or Library Sciences is in charge of their class. The Board will, therefore, make reasonable effort, to the extent possible, to secure specialist substitutes for special teachers absent $\frac{1}{2}$ day or more because of sick or personal leave.
- 5:5 The teachers in-school work year shall not be in excess of one hundred eighty-seven (187) school days required attendance, for the 1979-(82) school years, five (5) days of which are designated as snow days and shall be eliminated from required attendance if unused. Teachers newly employed may be required to attend an extra four (4) days for orientation.
- 5:6 The individual teaching contract for non-tenured personnel shall contain a thirty (30) days notice clause in the event of termination by either of the parties.

ARTICLE 6

CONSULTATION

6:1 The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class sizes, as specified by the New Jersey State Department of Education, represent desirable goals. The administration shall sit with the people involved for the purpose of their input prior to the implementation of any new substantive instructional program.

ARTICLE 7

EVALUATION OF STUDENTS

7:1 The teacher shall give each student a grade and evaluation in accordance with the policy of the Millville School District based upon his professional judgment of available criteria pertinent to any given class, subject area, or activity to which he is responsible.

No grade or evaluation shall be changed without giving the involved teacher or teachers a written notification which delineates the specifics of the change subject to the limitations of 20:2.2.

ARTICLE 8

EXTRA CURRICULAR ACTIVITIES

- 8:1 The Board and the Association agree that the extra curricular activities listed in Schedule B are educationally worthwhile. Therefore, the Association agrees that for the salary considerations set forth herein the Board, in the absence of sufficient applications to fill all positions, may assign faculty members to fill said positions. Further, that the refusal of a faculty member to accept the assignment by the Board shall constitute a breach of this agreement and the employment contract of the individual teacher, thereby subjecting the individual to disciplinary action by the Board.
- 8:2 **SALARY:**
- Salaries for extra curricular activities shall be compensated in accordance with the rate of pay set forth in Appendix B attached herewith.
- 8:3 Applications for the vacant positions in the extra curricular matrix shall be open to all certificated personnel employed in the Millville Public Schools.
- 8:4 Coaches who use their own automobiles in the performance of their duties, including scouting, shall be reimbursed for all such travel at the rate of seventeen (.17) cents per mile until June 30, 1980; the rate then increases to eighteen (.18) cents per mile.
- 8:5 Half credit for experience shall be given when employing staff members for vacancies occurring in positions covered by Schedule B providing such prior experience shall have been in the field as the new assignments herein covered.
- 8:6 Individuals will not assume duties under this contract unless employed in writing.
- 8:7 The Board reserves the right to delete positions from or add positions to the Schedule B Matrix or to transfer personnel from one school to another where such transfer is indicated.

ARTICLE 9

NON-TEACHING DUTIES

9:1 The Millville teachers shall not be required to perform the following duties:

- a. Cafeteria supervision, traffic direction and playground supervision at lunchtime shall not be required by teachers in the elementary school. In addition, teachers at the High School and Jr. High School shall not be required to supervise traffic direction in the parking lot.
- b. Collection of money from students except as prescribed in the Staff Guide.

9:2 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and the Board will endeavor to substitute professional assignments for non-teaching duties in progressive stages. The Board's intent shall not constitute a subject for grievance.

9:3 TRANSPORTING STUDENTS:

9:3.1 Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance written approval of his principal or immediate supervisor. Compensation shall be at the rate of seventeen (.17) cents per mile for the use of his own automobile until June 30, 1980; the rate then increases to eighteen (.18) cents per mile. Nurses and social workers will continue to transport students at the discretion of the Administration and will be paid approved mileage.

ARTICLE 10

SALARIES

- 10:1 SALARY SCHEDULE
- 10:1.1 Salaries of all teachers covered by this Agreement are as set forth in Schedule A, which is attached hereto and made a part hereof.
- 10:2 METHOD OF PAYMENT
- 10:2.1 Each teacher employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- 10:2.2 Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June.
- 10:3 Payday shall be scheduled on the 15th and 30th of each month. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- 10:4 Teachers shall receive their final checks on the last working day in June.
- 10:5 Teachers who may be required to use their own automobiles in the performance of their duties, including home instruction, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of seventeen (.17) cents per mile for all driving done between/among schools until June 30, 1980; the rate then increases to eighteen (.18) cents per mile.
- 10:6 The hourly rate for home instruction shall be set at seven (7) dollars and fifty (50) cents.
- 10:7 The Board agrees to deduct Association dues pursuant to law and the Commissioner's Rules and Regulations, and to deduct for payroll savings plan pursuant to State Regulations appropriate thereto.
- 10:8 In order for credits to be counted toward a change in salary classification beyond the Bachelor's Degree, courses must carry graduate credit. (Exception: All personnel who have achieved a salary classification prior to the 1977-1978 school year shall maintain said classification.)
- 10:8.1 In order to qualify for a change in salary classification, personnel must submit a transcript indicating successful completion of the course or courses taken. For purposes of this provision successful completion shall mean a grade of a "C" in no more than nine (9) credits, while all other grades for this provision must be a "B" or better. Personnel must notify the Superintendent of Schools in writing no later than September 1, of the school year said change is to become effective. An extension of up to thirty (30) days may be granted for teachers who have taken courses during the summer session and have not received their transcript. However, affected teachers shall submit to the Superintendent evidence of having taken summer session courses in order to qualify for the extension. This provision is effective as of September 1, 1977, and applies only to courses completed after said date.

10:9 Teachers who would be on step 20 of Salary Schedule A if there were a Step 20, shall receive a Longevity Step of four-hundred (\$400.00) dollars, which shall be in addition to all other compensation payable under this Agreement. Commencing July 1, 1980, the Longevity Step shall be increased to five-hundred (\$500.00) dollars, thus increasing the amount of payment being made to those who previously reached Step 20 by one-hundred (\$100.00) dollars.

10:10 Commencing July 1, 1979, teachers who would be on Step 17 or above of Salary Schedule A shall receive a Longevity Step of two-hundred (\$200.00) dollars which shall be in addition to all other compensation payable under this Agreement. Commencing July 1, 1980, said payment shall be increased to four-hundred (\$400.00) dollars, thus increasing the amount of payment being made to those who previously reached Step 17 by two-hundred (\$200.00) dollars. Example:

<u>1979-1980</u>		<u>1980-1981</u>	
Step 16.	-0-	Step 17.	+ \$400.00
17.	+ \$200.00	18.	+ \$400.00
18.	+ \$200.00	19.	+ \$400.00
19.	+ \$200.00	20.	+ \$900.00
20.	+ \$600.00	21.	+ \$900.00
and all steps thereafter		and all steps thereafter	

The amounts given in the example represent exactly how much money in longevity payments are to be paid to an employee on each particular step in addition to said employees salary on Schedule A.

ARTICLE 11

PROFESSIONAL IMPROVEMENT

- 11:1 The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of educational performance and attitudes. The Board and the Association support the principle of continuing training of the professional staff and the improvement of instruction.
- 11:2 To work toward the end stated above, the Board agrees to implement the following at the beginning of the 1973-74 school year:
- 11:2.1 To pay the full cost of six (6) credits in any one school year, taken beyond the required Non-Degree Certification or the Bachelor's Degree with the approval of the Superintendent. A school year for credit purposes shall be defined as the period between September 1 and August 31.
- 11:2.2 To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, in-service training sessions or other such sessions with the approval of the Superintendent and the Board where policy so requires.

ARTICLE 12

ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

- 12:1 ASSIGNMENTS:
- 12:1.1 Teachers presently employed shall be given notice of tentative class and /or subject assignments and building assignments for the forthcoming year not later than the last pupil day in June.
- 12:1.2 Prior to April 30th of each year, non-tenure teachers shall receive notification of the Board's intention to renew or not to renew their contracts for the ensuing year. Such notice will be issued in writing by the office of the Superintendent.
- 12:1.3 Teachers shall return proffered contracts, signed or unsigned, to the Board two weeks after the contracts have been issued to the teachers.
- 12:1.4 The Superintendent shall make every effort to assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has approved the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- 12:2 TEACHER TRANSFER AND/OR REASSIGNMENT - VOLUNTARY:
- 12:2.1 During the school year, the Superintendent shall post, in all school buildings, notifications of vacancies and job requirements for positions as they occur. Copies of all job postings will be sent to the Association President on a twelve (12) month basis. Such notification shall be given to the Association President 15 days prior to the deadline date.
- 12:2.2 Teacher requests for reassignments shall be submitted in writing, via the principal, to the Superintendent of Schools.
- 12:2.3 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. It will be the policy of the Board to make all transfers within the system effective September 1, in order to avoid disrupting existing classes. However, if it is practical to effect transfers during the school year without excessive disruption of the school system, transfers shall be made at any time upon the recommendation of the Superintendent and approval of the Board. If interim appointments are deemed to be necessary for the well being of the school system, such interim appointees shall not have prior consideration for the position the following September 1.
- 12:2.4 In the event that emergencies arise to bring about changes in schedules, class and/or subject assignment or building assignments after the last payday in June, any teacher affected shall be notified promptly in writing and, upon the request of the

teacher, the changes shall be reviewed between the Superintendent or his representative and the teacher affected.

12:3 TEACHER TRANSFER AND/OR REASSIGNMENT - INVOLUNTARY:

12:3.1 It is recognized that some transfers or reassignments of teachers may be made on an involuntary basis; notification of such transfers shall be made on an individual basis.

12:3.2 No involuntary transfers or reassignments shall be made after September 1 unless necessitated by an extreme emergency.

12:4 Under this article transfers shall be made at the recommendation of the Superintendent and the approval of the Board. Such determination by the Board shall be deemed final and not subject to the arbitration provision set forth in Article 3.

ARTICLE 13

TEACHER EVALUATION

- 13:1 Supervisory reports are to be issued to non-tenured teachers at least four (4) times each year and to tenured teachers at least once (1) each year. Such reports shall be two narrative and two form.
- 13:2 At least once each year each principal, or his designee of equal rank, shall have a conference with each teacher, at which time the evaluation of the teacher shall be reviewed. The teacher shall sign the evaluation to indicate that he has read it. Such signature shall not indicate concurrence with the contents of the evaluation. All such evaluations shall be maintained in the teacher's personnel file.
- 13:3 If any written notice or written reprimand is given to a teacher such notice or reprimand shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher involved and a signature acknowledgment by that teacher. The teacher shall have the right to submit a written answer to such material and this answer shall be attached to the file copy of the material in question.
- 13:4 The Board shall have the right to dismiss any teacher for just cause under provisions of Title 18A.
- 13:5 A teacher shall have the right, upon request, and reasonable notice to review the contents of his personnel file. A teacher shall be entitled to have a representative of the Association accompany him during such a review.
- 13:6 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel files unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to a copy of the material with the express understanding that such signature in no way indicates agreement with the contents thereof.
- 13:7 Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and brought to the attention of the teacher. If, after investigation, an account of said complaint is to be placed in the teacher's file, the teacher shall be given an opportunity to respond to and/or refute such complaints and shall have the right to be represented by the Association at any meetings or conferences regarding such complaints.
- 13:8 However, should a teacher refuse to sign material referred to in this article, the principal shall invite the designated representative of the Millville Teachers Association (building representative) to witness the fact and the opportunity to affix his signature acknowledging that the opportunity was presented; and said building representative shall sign to indicate his knowledge of the circumstances.

ARTICLE 14

EDUCATIONAL ADVISORY COUNCIL

- 14:1 A joint Educational Advisory Council consisting of four (4) representatives for the Board of Education, including the Superintendent of Schools, and four (4) representatives of the Association appointed by the Association is hereby established. Chairmanship shall rotate yearly between a representative from the Board and Association. The Council shall meet at least four (4) times a year and advise and consult the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teachers employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teacher, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational specifications for buildings, teacher responsibilities, and other matters regarding the effective operation of the school district.
- 14:2 The Educational Advisory Council shall establish rules of procedure. The Council shall appoint its own chairman.
- 14:3 The Council shall meet by prepared agenda.
- 14:4 The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in 14:1 above.
- 14:5 The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in 14:1 above. The Council, in preparing its recommendation for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for minority reports if any, pertaining to its recommendations.
- 14:6 The Board shall reply to the recommendations of the Council setting forth in writing their reaction to such recommendations within a reasonable period of time, as indicated by the nature of the recommendations.
- 14:7 All reports and recommendations outlined above in 14:5 shall be in writing.
- 14:8 Meetings shall generally be held during evening hours, usually beginning at seven-thirty p.m.
- 14:9 The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$300.00 annually to provide for expenditures related to the work of the Council.

ARTICLE 15

LEAVE OF ABSENCE

- 15:1 SICK LEAVE:
- 15:1 An employee is entitled to an annual leave of absence on account of personal illness for a period of fifteen (15) school days at full pay.
- 15:1.2 If any person requires in any school year less than this specified number number of days of sick leave with pay allowed, a maximum of twelve (12) days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- 15:2 A maximum total allowance of five (5) days per year, which shall be deducted from the total fifteen (15) days granted for sick leave under provision 15:1 shall be granted for a combination of the following reasons, except that two (2) of the days for death in the immediate family, if required, shall not be deducted from the total days in 15:1.1 above.
- 15:2.1 Death in the Immediate Family: Immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child, or other relative living with the family.
- 15:2.2 Serious illness in the immediate family: Immediate family same as 15:2.1 above. Maximum days that may be used for this is three (3) days in any one year.
- 15:2.3 Personal Days: An employee is entitled to an annual leave of absence on account of the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two (2) school days at full pay. Such leave of absence must receive prior approval by the Superintendent upon the written application of the employee.
- 15:3 School Business: Permission may be granted by the Superintendent for teachers to attend meetings or conventions concerning school business and also to visit a designated school for not more than one (1) day each year without loss of pay.

15:4 MATERNITY:

15:4.2 The Board shall not remove any teacher from her duties during pregnancy, except on any one of the following bases:

- a. Performance: Her teacher performance has substantially declined from the time immediately prior to her pregnancy.
- b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
 1. the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 2. the Board's physician and the teacher's physician agree that she cannot continue teaching, or
 3. following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the teacher and the Board, shall be appointed to examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
- c. Just Cause: Any other "just cause" as defined in N.J.S.A. Title 18A.

15:4.3 The Board shall grant maternity leaves of absence without pay to pregnant teachers under the following terms and conditions:

- a. A pregnant teacher who becomes medically disabled is entitled to utilize sick leave as provided in NJSA 18A:30.1 et. seq., or at the teacher's election such sick leave may be utilized without pay.
- b. A teacher with a child less than four (4) months of age may apply for and will be granted unpaid child-rearing leave if application is made at least sixty (60) days prior to commencement of such leave and continuing until the start of the subsequent school year (or until the end of the school year for which he/she was hired in the case of a nontenured teacher).
- c. Such tenured or nontenured teacher may return to work during the school year in which the child-rearing leave began, provided the request to do so was initially stated in the original application for child-rearing leave.
- d. In either case of (b) or (c) above, the teacher shall be permitted to return at the start of the subsequent school year provided written notice of intention to return at the be-

ginning of such school year is stated on the initial application or at least six (6) months prior to the beginning of the school year.

- 15:4.4 Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which she actually returns from such leave) provided she has completed at least ninety (90) days or more of service to the district in the year in which the leave commences.
- 15:5 The Board reserves the right to request a statement of health from said teacher's physician.
- 15:6 In no case does he or she have the right to be reinstated without Board approval. A teacher under tenure who is granted a child-rearing leave may apply for and shall be granted an additional child-rearing leave of absence for a period of one year. The teacher will return as a tenure teacher.

ARTICLE 16

TEACHER ADMINISTRATION LIAISON

16:1 BUILDING LEVEL FACULTY COUNCIL;

16:1.1 The Association shall appoint a Faculty Council for each school building which shall meet with the Principal at least once a month during the school year for the duration of the school year. Said Council shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than three (3) members.

16:2 AREAS FOR FACULTY COUNCIL CONSIDERATION:

Areas for consideration by the Council shall include but not be limited to school building level discussions regarding:

- a. Administration of this agreement
- b. Facilitation of programs and recommendations of the Educational Advisory Council established in Article 14 of this agreement
- c. Revision and development of building policies and practices

16:3 MEETINGS WITH SUPERINTENDENT:

The Association's representatives may meet with the Superintendent or his designee at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE 17

INSURANCE

- 17:1 The Board shall provide employee and dependent coverage at the rate of one hundred percent (100%) of the cost, Blue Cross, Blue Shield, Rider J, and Major Medical coverage for such staff who elect to have this coverage, as provided by the N. J. State Health Benefits Plan.
- 17:2 For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.
- 17:3 The Board shall provide to each teacher at the rate of "employee only" a Blue Cross of NJ (or other carrier of Board's choice offering equal to or better coverage) prescription drug plan (\$1.00 deductible, co-pay). Commencing July 1, 1980, the Board shall provide said coverage up to and including the rate of "parent and dependent." Commencing July 1, 1981, the Board shall provide said coverage up to and including the rate of "full family."
- 17:4 The Board shall provide to each teacher 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 as listed above.

ARTICLE 18

DEPARTMENTAL CHAIRMEN

- 18:1 For Departmental Chairmen at the Senior High, Memorial High, Rieck Avenue School, and Holly Heights, the Board and the Association agree to the following conditions:
- 18:1.1 Remuneration shall be at the rate specified in Appendix B.
- 18:1.2 Department heads shall not write rating or evaluation reports regarding teachers, nor shall they make written recommendations for employment or re-employment or continuing employment unless and until such department chairmen shall possess a valid current Supervisor's Certificate issued by the New Jersey State Board of Examiners.

ARTICLE 19

SABBATICAL LEAVE

- 19:1 Sabbatical Leave: A teacher may be granted "sabbatical leave" under the following conditions:
- 19:1.1 Must have completed seven (7) years' service in the school district, the last four (4) years must have been consecutive.
- 19:1.2 Shall be reimbursed at the rate of half salary for a full year or full salary for one-half year.
- 19:1.3 Requests for sabbatical leave must be received by the Superintendent in writing on such forms as designated by the Board no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.
- 19:1.4 The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the district.
- 19:1.5 The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization. The above policy shall be waived for those persons engaged in a program leading to a Doctor's Degree.
- 19:1.6 Requests for sabbatical leave on a basis other than the criteria established herein shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.
- 19:1.7 Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- 19:1.8 Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half ($\frac{1}{2}$) per year of service except in the case of death or total disability of the employee.
- 19:1.9 A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the Board upon completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the administration, shall be furnished by the individual during the leave period.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- 20:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
- 20:1.1 The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.
- 20:1.2 In the case of a strike, the Board may apply for an injunction against the Association.
- 20:1.3 The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.
- 20:2 The School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
- To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- 20:2.1 To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote, and transfer all such employees:
- 20:2.2 To establish student grades and course of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- 20:2.3 To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

- 20:2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- 20:2.5 Nothing contained herein shall be considered to deny or restrict, the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
- 20:3 If any provision of this Agreement or any application of this Agreement to any employee or groups 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.
- 20:4 Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- 20:5 It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- 20:6 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 the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- 20:7 Copies of this Agreement shall be printed or mimeographed at the expense of the Board, and distributed to the members of the bargaining unit promptly.
- 20:8 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Board at:

23 North High Street

Millville, New Jersey 08332

To the Association at:

P. O. Box 544

Millville, New Jersey 08332

ARTICLE 21

RETIREMENT BONUS

21:1 Upon retirement from the Millville School System, each teacher shall receive a payment for unused accumulated sick leave in accordance with the following formula:

Payment is arrived at by taking the teacher's present salary at retirement and dividing it by 200, thus finding the per diem rate. Said payment shall be twenty-five percent (25%) of the per diem rate times the total number of accumulated sick leave days.

21:2 Payment of retirement bonus shall be made twelve (12) months after written notification of anticipated retirement. Waiver of this requirement shall only be made in extraordinary hardship cases which could not be anticipated. In event of death of employee who has retired, payment will be paid to deceased's estate.

ARTICLE 22

DURATION OF AGREEMENT

- 22:1 This Agreement shall be in effect as of July 1, 1979 and shall continue in effect until June 30, 1982, subject to the following provisions:
- 22:1.1 Appendix A & Appendix B shall be negotiated for the 1981-1982 school year in accordance with Chapter 123, P. () 1974.
- 22:1.2 This Agreement is in part subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.
- 22:2 In witness whereof, the parties hereto have caused this Agreement on the day and year (first) above written.
- 22:3 This Agreement shall not be extended orally and it is expressly understood that it shall expire of the date indicated.

This ADDENDUM TO AGREEMENT entered into this 10th day of Sept., 1979, between the Millville Board of Education and the Millville Teachers Association, do hereby mutually agree to the attached changes and additions to the present agreement.

MILLVILLE TEACHERS ASSOCIATION

by William R. Carter
President

Attest:

Margary J. Flondigard
Secretary

MILLVILLE BOARD OF EDUCATION

by Clive H. Davidson
President

Attest:

W. L. [Signature]
Secretary

Signed:

9/10/79
Date

MILLVILLE 1980 - Degree Guide

Step	BA	BA + 10	BA + 20	BA +30	M	M + 30	M + 45	D
1	11,000	11,100	11,200	11,300	11,600	12,200	12,500	12,800
2	11,400	11,500	11,600	11,700	12,000	12,600	12,900	13,200
3	11,800	11,900	12,000	12,100	12,400	13,000	13,300	13,600
4	12,200	12,300	12,400	12,500	12,800	13,400	13,700	14,000
5	12,700	12,800	12,900	13,000	13,300	13,900	14,200	14,500
6	13,100	13,200	13,300	13,400	13,700	14,300	14,600	14,900
7	13,500	13,600	13,700	13,800	14,100	14,700	15,000	15,300
8	14,100	14,200	14,300	14,400	14,700	15,300	15,600	15,900
9	14,500	14,600	14,700	14,800	15,100	15,700	16,000	16,300
10	14,900	15,000	15,100	15,200	15,500	16,100	16,400	16,700
11	15,300	15,400	15,500	15,600	15,900	16,500	16,800	17,100
12	15,700	15,800	15,900	16,000	16,300	16,900	17,200	17,500
13	16,100	16,200	16,300	16,400	16,700	17,300	17,600	17,900
14	16,700	16,800	16,900	17,000	17,300	17,900	18,200	18,500
15	17,600	17,700	17,800	17,900	18,200	18,800	19,100	19,400
16	18,500	18,600	18,700	18,800	19,100	19,700	20,000	20,300
17	Longevity +200							
18								
19								
20	Longevity +400							

MILLVILLE 1980 - 1981 - Degree Guide

Step	BA	BA+.10	BA + 20	BA + 30	MA	MA + 30	MA + 45	D
1	11,500	11,600	11,700	11,800	12,100	12,700	13,000	13,300
2	12,000	12,100	12,200	12,300	12,600	13,200	13,500	13,800
3	12,500	12,600	12,700	12,800	13,100	13,700	14,000	14,300
4	12,900	13,000	13,100	13,200	13,500	14,100	14,400	14,700
5	13,300	13,400	13,500	13,600	13,900	14,500	14,800	15,100
6	13,800	13,900	14,000	14,100	14,400	15,000	15,300	15,600
7	14,200	14,300	14,400	14,500	14,800	15,400	15,700	16,000
8	14,700	14,800	14,900	15,000	15,300	15,900	16,200	16,500
9	15,300	15,400	15,500	15,600	15,900	16,500	16,800	17,100
10	15,700	15,800	15,900	16,000	16,300	16,900	17,200	17,500
11	16,100	16,200	16,300	16,400	16,700	17,300	17,600	17,900
12	16,500	16,600	16,700	16,800	17,100	17,700	18,000	18,300
13	16,900	17,000	17,100	17,200	17,500	18,100	18,400	18,700
14	17,300	17,400	17,500	17,600	17,900	18,500	18,800	19,100
15	18,600	18,700	18,800	18,900	19,200	19,800	20,100	20,400
16	19,500	19,600	19,700	19,800	20,100	20,700	21,000	21,300
17	400 Longevity							
18								
19								
20	500 Longevity							

Non-Degree Guide

Non-Degree Guide

Step	Non-Degree	ND + 30	ND + 60	ND + 90	Non-Degree	ND + 30	ND + 60	ND + 90
1	10,400	10,550	10,700	10,850	10,900	11,050	11,200	11,350
2	10,800	10,950	11,100	11,250	11,400	11,550	11,700	11,850
3	11,200	11,350	11,500	11,650	11,900	12,050	12,200	12,350
4	11,600	11,750	11,900	12,050	12,300	12,450	12,600	12,750
5	12,100	12,250	12,400	12,550	12,700	12,850	13,000	13,150
6	12,500	12,650	12,800	12,950	13,200	13,350	13,500	13,650
7	13,000	13,150	13,300	13,450	13,600	13,750	13,900	14,050
8	13,500	13,650	13,800	13,950	14,200	14,350	14,500	14,650
9	13,900	14,050	14,200	14,350	14,700	14,850	15,000	15,150
10	14,300	14,450	14,600	14,750	15,100	15,250	15,400	15,550
11	14,800	14,950	15,100	15,250	15,500	15,650	15,800	15,950
12	15,200	15,350	15,500	15,650	16,000	16,150	16,300	16,450
13	15,500	15,650	15,800	15,950	16,400	16,550	16,700	16,850
14	16,100	16,250	16,400	16,550	16,700	16,850	17,000	17,150
15	17,000	17,150	17,300	17,450	18,000	18,150	18,300	18,450
16	17,800	17,950	18,100	18,250	18,900	19,050	19,200	19,350
17	Longevity 200				Longevity 400			
18								
19								
	400				500			

APPENDIX B

FIRST YEAR: 1979-80

All teachers on range receive \$100.00 increment.

All teachers at maximum receive \$50.00 increase.
(Maximum of each range increased \$50.00)

Seven Safety Patrol positions added at \$125.00 each.

SECOND YEAR: 1980-81

Maximum increased \$50.00

All teachers at maximum receive \$50.00 increase.

All teachers \$100.00 from maximum receive \$100.00 increment.

All teachers on range receive \$100.00 increment.

Seven Safety Patrol positions increased \$100.00

Seven Student Council positions added at \$200.00 each.

New schedule B guide to be written showing above agreed to increase; As in all previous contracts where each position is listed with money. To be rendered by Superintendent.

Schedule B

1979-1980 CO-CURRICULAR POSITIONS

	<u>Salary Range 1979-80</u>	<u>Salary Range 1980-81</u>
<u>ATHLETIC DIRECTOR</u>	2000-2050	2000-2100
<u>FALL SPORTS</u>		
<u>Grades 9-12</u>		
Football Head Coach	\$1400-2050	1400-2100
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Football Assistant Coach	650-1200	650-1250
Soccer Head Coach	900-1450	900-1500
Soccer Assistant Coach	450-1000	450-1050
Soccer Assistant Coach	450-1000	450-1050
Soccer Assistant Coach	450-1000	450-1050
<u>Boys - Grades 9 & 10 - Intramural Sports</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650
<u>Girls - Grades 9 & 10 - Intramural Sports</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650
<u>Boys - Grades 11 & 12 - Intramural Sports</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650

	1979-80	1980-81
<u>Girls - Grades 11 & 12 - Intramural Sports</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650
<u>Trainer, Senior High, Fall</u>	500-650	500-700
<u>Girls Hockey</u>		
Head Coach	900-1450	900-1500
Assistant Coach	450-1000	450-1050
Assistant Coach	450-1000	450-1050
<u>Cross Country Head Coach</u>	600-1050	600-1100
<u>Girls Tennis Head Coach</u>	500-1050	500-1100
<u>Rieck Avenue - Grades 5-8 Boys Intramurals</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650
<u>Rieck Avenue - Grades 5-8 - Girls Intramurals</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650
<u>Holly Heights - Grades 6-7-8 - Boys Intramurals</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650
<u>Holly Heights - Grades 6-7-8 - Girls Intramurals</u>		
Fall Coach	250-600	250-650
Fall Coach	250-600	250-650

1979-80

1980-81

Grades 5 & 6 - Intramural Sports

Culver	Fall Coach	250-600	250-650
Bacon	Fall Coach	250-600	250-650
Mt. Pleas./Western	Fall Coach	250-600	250-650
Wood	Fall Coach	250-600	250-650

WINTER SPORTS

1979-80

1980-81

Grades 9-12

Basketball Head Coach	1000-1550	1000-1600
Basketball Assistant Coach	550-1100	550-1150
Basketball Assistant Coach	550-1100	550-1150
Basketball Assistant Coach	550-1100	550-1150
Wrestling Head Coach	1000-1550	1000-1600
Wrestling Assistant Coach	550-1100	550-1150
Wrestling Assistant Coach	550-1100	550-1150
Wrestling Assistant Coach	550-1100	550-1150
Winter Track Coach	500-650	500-700

Boys - Grades 9 & 10 - Intramural Sports

Winter Coach	250-600	250-650
--------------	---------	---------

Girls - Grades 9 & 10 Intramural Sports

Winter Coach	250-600	250-650
--------------	---------	---------

Boys - Grades 11 & 12 - Intramural Sports

Winter Coach	250-600	250-650
--------------	---------	---------

Girls - Grades 11 & 12 - Intramural Sports

Winter Coach	250-600	250-650
--------------	---------	---------

Swimming (interscholastic)

Head Coach	500-650	500-700
Assistant Coach	450-550	450-600

Trainer - Senior High, Winter

	500-650	500-700
--	---------	---------

Girls Basketball

Head Coach	1000-1550	1000-1600
Assistant Coach	550-1100	550-1150
Assistant Coach	550-1100	550-1150
Assistant Coach	550-1100	550-1150

	1979-80	1980-81
<u>Rieck Avenue - Grades 5 - 8 Boys Intramurals</u>		
Winter Coach	250-600	250-650
Winter Coach	250-600	250-650
<u>Rieck Avenue - Grades 5 - 8 Girls Intramurals</u>		
Winter Coach	250-600	250-650
Winter Coach	250-600	250-650
<u>Holly Heights - Grades 6-7-8 Boys Intramurals</u>		
Winter Coach	250-600	250-650
Winter Coach	250-600	250-650
<u>Holly Heights - Grades 6-7-8 Girls Intramurals</u>		
Winter Coach	250-600	250-650
Winter Coach	250-600	250-650
<u>Grades 5 & 6 - Intramural Sports</u>		
Culver Winter Coach	250-600	250-650
Bacon Winter Coach	250-600	250-650
Mt. Plea./Western Winter Coach	250-600	250-650
Wood Winter Coach	250-600	250-650

SPRING SPORTS

Grades 9-12

Baseball Head Coach	900-1450	900-1500
Baseball Assistant Coach	450-1000	450-1050
Baseball Assistant Coach	450-1000	450-1050
Baseball Assistant Coach	450-1000	450-1050
Boys Tennis Head Coach	500-1050	500-1100
Golf Head Coach	300-650	300-700
Trainer - Senior High Spring	500-650	500-700

SPRING SPORTS

1979-80

1980-81

Track

Head Coach	900-1450	900-1500
Assistant Coach	450-1000	450-1050
Assistant Coach	450-1000	450-1050
Assistant Coach	450-1000	450-1050
Assistant Coach	450-1000	450-1050
Girls Softball Head Coach	600-1150	600-1200
Girls Assistant Softball Coach	400-950	400-1000
Girls Track Coach	900-1450	900-1500
Girls Assistant Track Coach	450-1000	450-1050
Girls Cross Country Coach	600-1050	600-1100

Boys - Grades 9 & 10 Intramural Sports

Spring Coach	250-600	250-650
Spring Coach	250-600	250-650

Girls - Grades 9 & 10 Intramural Sports

Spring Coach	250-600	250-650
Spring Coach	250-600	250-650

Boys - Grades 11 & 12 Intramural Sports

Spring Coach	250-600	250-650
Spring Coach	250-600	250-650

Girls - Grades 11 & 12 Intramural Sports

Spring Coach	250-600	250-650
Spring Coach	250-600	250-650

Rieck Avenue - Grades 5 - 8 Boys Intramurals

Spring Coach	250-600	250-650
Spring Coach	250-600	250-650

	1979-80	1980-81
<u>Rieck Avenue - Grades 5 - 8 Girls Intramurals</u>		
Spring Coach	250-600	250-650
Spring Coach	250-600	250-650
<u>Holly Heights - Grades 6-7-8 Boys Intramurals</u>		
Spring Coach	250-600	250-650
Spring Coach	250-600	250-650
<u>Holly Heights - Grades 6-7-8 Girls Intramurals</u>		
Spring Coach	250-600	250-650
Spring Coach	250-600	250-650
<u>Grades 5 & 6 Intramural Sports</u>		
Culver Spring Coach	250-600	250-650
Bacon Spring Coach	250-600	250-650
Mt. Pleas/Western Spring Coach	250-600	250-650
Wood Spring Coach	250-600	250-650
Equipment Manager (MSHS)	800-1250	800-1300
Equipment Manager (Mem.)	600-950	600 1000
Cheerleaders Head Coach	400-950	400-1000
Cheerleaders Assist. "	400-550	400-600
Color Guard	200-650	200-700
<u>Miscellaneous</u>		
Forensics & Debate	500-1050	500-1100
Forensics & Debate Assist.	300-650	300-700
Drama Director, Senior	600-1150	600-1200
Drama Director, Assist.	400-550	400-600

1980-80

1980-81

Miscellaneous (Cont'd.)

Drama Director, Memorial

400-800

400-850

Drama Director, Assist.

300-350

300-400

Stage Craft, Senior

600-950

600-1000

Stage Craft, Memorial

300-650

300-700

Publications

Tattler Head

500-950

500-1000

Tattler Assistant

300-550

300-600

Torch Head

600-900

600-950

Torch Assistant

300-500

300-550

Rieck Avenue - Jetliner

200-350

200-400

Holly Heights

200-350

200-400

Music

Band Director

700-1050

700-1100

Band Assistant

500-700

500-750

Vocal - Senior High

400-950

400-1000

Vocal - Memorial High

400-950

400-1000

Orchestra

500-900

500-950

Accompanist

200-300

200-350

Senior Class Variety Show Director

300-350

300-400

Senior Class Business Manager

300-450

300-500

Honor Society - Senior High

400-500

400-550

Composer Operator

200-350

200-400

	1979-80	1980-81
<u>A V A</u>		
Supplies & Equipment- system wide	400-550	400-600
Public Address System, Senior High	700-850	700-900
Public Address System, Memorial	400-550	400-600
<u>Elementary A V A</u>		
Holly Heights	300-450	300-500
Rieck Avenue	300-450	300-500
Bacon	150-300	150-350
Culver	150-300	150-350
Mt. Pleas/ Western	150-300 75-150	150-350 75-200
Wood	150-300	150-350
<u>Public Relations</u>		
Senior High	500-650	500-700
Memorial High	300-450	300-500
Holly Heights	300-450	300-500
Rieck Avenue	300-450	300-500
Bacon	150-300	150-350
Culver	150-300	150-350
Mount Pleasant	150-300	150-350
Western	75-150	75-200
Wood	150-300	150-350
Supervisor of Admissions, Senior	500-950	500-1000
Student Council Advisor, Senior	400-550	400-600
Student Council Advisor, Memorial	300-450	300-500

	1979-80	1980-81
Class Advisor - Grade 9	250-400	250-450
Grade 10	300-450	300-500
Grade 11	350-500	350-550
Grade 12	400-550	400-600

SAFETY PATROL

Holly Heights	125	125-225
Rieck Avenue	125	125-225
Bacon	125	125-225
Culver	125	125-225
Mt. Pleasant	125	125-225
Western	125	125-225
Wood	125	125-225

STUDENT COUNCIL

Holly Heights	200
Rieck Ave.	200
Bacon	200
Culver	200
Mt. Pleasant	200
Western	200
Wood	200

SUPERVISORS - DEPARTMENT CHAIRMEN

TEAM LEADERS

	1979-80 Salary Range	1980-81 Salary Range
K - 12 Supervisors		
Music	1100-1250 + 25/tchr*	1100-1300 + 25/tchr
Phys. Ed.	1100-1250 + 25/tchr	1100-1300 + 25/tchr
Bilingual	1100-1250 + 25/tchr	1100-1300 + 25/tchr
Department Chairmen		
Business	800 - 950 + 25/tchr	800 - 1000 + 25/tchr
English	800 - 950 + 25/tchr	800 - 1000 + 25/tchr
Foreign Language	800 - 950 + 25/tchr	800 - 1000 + 25/tchr
Math	800 - 950 + 25/tchr	800 - 1000 + 25/tchr
Science	800 - 950 + 25/tchr	800 - 1000 + 25/tchr
Social Studies	800 - 950 + 25/tchr	800 - 1000 + 25/tchr
Team Leaders		
Business	650 - 800	650 - 850
English	650-800	650 - 850
Foreign Language	650 - 800	650 - 850
Math	650 - 800	650 - 850
Music	650 - 800	650 - 850
Physical Education	650 - 800	650 - 850
Science	650 - 800	650 - 850
Social Studies	650 - 800	650 - 850
Vocational	650 - 800	650 - 850
Holly Heights Team Leaders		
Language Arts	650 - 800	650 - 850
Math	650 - 800	650 - 850
Science	650 - 800	650 - 850
Social Studies	650 - 800	650 - 850

Supervisors - Department Chairmen (Cont'd.)

	TEAM LEADERS	
	1979-80 Salary Range	1980-81 Salary Range
Rieck Team Leaders		
Language Arts	650 - 800	650 - 850
Math	650 - 800	650 - 850
Science	650 - 800	650 - 850
Social Studies	650 - 800	650 - 850

*FTE rounded to next highest number
Team Leaders under K - 12 supervisor are counted

APPENDIX C

GRIEVANCE FORM

Date: _____

The undersigned grievant hereby submits the following grievance
to _____.

- (a) The nature of the grievance:

- (b) The date of occurrence:

- (c) The basis of the grievance:

- (d) The grievant is dissatisfied with the previous decision
in the following way:

- (e) The grievant seeks the following redress:

- (f) The grievance has previously proceeded through these
steps with these outcomes:

Grievant

TRANS. ADVISORY BD.

TO: Board Members

FROM: Douglas Hotchkiss

April 14, 1980

FOR: Dr. Gene Stanley

authorized proposal

- I. Schedule A = Senior and Memorial High Schools
- B = East side of town (Holly Heights, Bacon, Culver)
- C = West side of town (Rieck, Western, Mt. Pleasant, Wood)

	Teachers Arrive	Students Start	Students Leave	Teachers Leave	Student Day	Teacher Day
Schedule A	7:30	7:45	2:15	2:35	6hr.30m	7hr.05m
Schedule B	8:00	8:45	2:50	3:05	6hr.15m 10	7hr.05m
Schedule C	8:25	9:15	3:25	3:30	6hr.15m 10	7hr.05m

Agreement: 4-17-80 Gene Stanley, Supt.

II. Advantages

Edward Zimmerman Wm. R. Carter

1. All schools K-8 have the same length pupil day.
2. Children in grades K-8 from one family will leave for school and return to home on the same time schedule.
3. High school athletes will not have to be excused from 7th period classes for away games.
4. High school athletes will be able to start practice and arrive home sooner.
5. Three schedules will make possible an estimated 20% saving on transportation costs.
6. MTA representatives involved all staff members and proposed a schedule which differs only in Schedule C. In their proposal they recommended that Schedule C pupils leave school at 3:25PM. This would result in different pupil times between Schedule B and C and was therefore not acceptable.

III. Disadvantages

1. Schedule C students start 5 minutes later and leave school 20 minutes later than this year.

NOTE: It is proposed that schools in Schedules B and C alternate every three years to equalize the inconvenience.

2. High school students lose 15 minutes of their school day.

NOTE: Some adjustment of bell schedules may be able to minimize the time loss in classes.

MILLVILLE PUBLIC SCHOOLS

MILLVILLE, NEW JERSEY 08332

TO : All Millville School System Teaching Staff Members-Non MTA Members
FROM : Wm. Puzak, Board Secretary
RE : Agency Shop Law - Chapter 477, Public Laws of 1979

With the advent of the new Agency Shop Law (chapter 477, Public Laws of 1979) the Millville Board of Education has come to a negotiated agreement with the M.T.A. whereby non-members of the M.T.A. will be obligated to pay 85% of the dues paid by regular dues paying members. As a result effective July 1, 1980 the 85% dues figure will be deducted through automatic payroll deduction (A.P.D.).

Questions concerning this issue are to be handled in the procedure outlined by the M.T.A. in the attached demand and return memo.

7/1/80 es

AGENCY SHOP

1. In order to adequately offset the per capita cost of services rendered by the MTA as majority representative, the representation fee shall be 85% of the amount charged for regular membership dues, initiation fees and assessments by the Association to its own members.
2. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who has chosen not to become a full dues paying member of the MTA.
3. Within 45 days of the onset of employment of any non-member the 85% assessment fee shall be assessed retroactive to the first day of his or her employment.
4. Any non-member leaving his or her position with the school system will be obligated to pay the representation fee only through the last day of the month for which he receives a salary.
5. The Association agrees to abide by rules and regulations as set forth by the State of New Jersey regarding Chapter 477.

*T. ok.
for the M.T.A.
June 18, 1980
Wm. R. Carter*

*T. ok
June 18, 1980
W. R. Carter*

TO: Wm. Puzak

FROM: M. T. A.

RE: Agency Shop Procedures for Appeal - Demand and Return System

Date: July 1, 1980

Any non-member having any questions about the established representation fee shall have the right to request a delineation of said fee from the President of the M T A *(within ten calendar days from the date that the School Board notified the non-member of the fee). If said non-member does not understand the delineation, he may appeal to the NJEA UniServ Region #1 Office for an explanation of the delineation within ten calendar days from the date that the M T A President provided the delineation of the representation fee. Reviews beyond the NJEA UniServ Region #1 level shall be directed to a Board consisting of three members appointed by the Governor.

The above represents an appeal procedure for non-members to take if they desire a review of how the representation fee was fixed. (If you have any further questions please feel free to call upon me and I will be happy to oblige).

* for purposes of implementing this article the time frame will apply beginning October 1, 1980



W. Carter