

ARTICLE I

RECOGNITION

A. RECOGNITION

The Mullica Township Board of Education (hereinafter referred to as 'the Board') recognizes the Mullica Township Education Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all regularly employed personnel, whether federally funded or Board funded; Specifically excluded are the Superintendent of Schools, Board Secretary, confidential employees, administrators, supervisors, per diem employees, temporary employees, head custodian, cafeteria manager, and latchkey coordinator.

B. DEFINITION OF TERMS

1. Wherever the term 'employees' or 'members of the bargaining unit' are used, they shall refer to all the personnel, both professional and support, mentioned above.
2. Whenever the term 'teacher' is used, it shall refer only to the certified teaching staff members.
3. Wherever the term 'supportive staff' is used, it shall refer only to all of the non-certified personnel mentioned above.
4. Wherever an individual classification of employees is mentioned, it shall refer only to those personnel holding that specific title.
5. Wherever the terms 'he' or 'she' is used, they shall refer to both male and female employees.

C. DEFINITION OF FULL-TIME EMPLOYEE

A full-time employee shall be defined as any employee represented by the Association in the negotiations unit as above defined who regularly works twenty-six (26) or more hours per week.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations pursuant to Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. When the agreement is reached on the terms and conditions of employment it shall be embodied in writing and signed by the authorized representatives of the Board and the Association.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make proposals and counterproposals. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, or unless both parties agree to do so and reduce said intent to writing. The Board shall make available to the Association any information in the public domain which is required by the Association to conduct negotiations and carry out its duty of representation of members of the bargaining unit.
- C. The negotiating representative of either party shall be elected, or designated solely by the party they represent adhering to the following criteria:
 - 1. The negotiating representatives of the Association shall be certified teachers and support staff under the employ of the Board of Education and/or their chosen representative(s).
 - 2. The negotiating representatives of the Board shall be duly elected members of the Board and/or a member of the school Administration appointed by the President of the Board and/or their chosen representative(s).
- D. This Agreement shall not be modified in whole or in part by either party, except by an instrument in writing-duly executed by both parties.
- E. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals, in the course of negotiations. The parties will present the tentatively reached agreement respectively to the Board and the bargaining unit membership for ratification or rejection. Both parties agree that during the period of negotiations the only publicity accorded the negotiations shall consist of a joint statement, or in the event the parties are unable to agree upon the wording of a

statement, a joint statement shall be made stating that “No progress has been made.” This does not exclude necessary confirmation and advisement within the parent groups.

- F. Immediately after agreement on any Article, or part thereof, a representative of the Board and the Association shall initial the same.

ARTICLE III

GRIEVANCE

(Teacher and Support Staff)

A. DEFINITION

1. A grievance is an appeal by an employee or group of employees or the Association based upon the interpretation, application, or violation of this Agreement or Board Policies and administrative decisions, affecting terms and conditions of employment for an employee or group of employees.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees or the Association within fifteen (15) calendar days of its occurrence.
3. The Association's grievance, based upon the interpretation, application, or violation of this Agreement shall include the names of the aggrieved.

B. PURPOSE

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

C. PROCEDURES

1. An employee or group of employees or the Association having a grievance, shall first present the grievance verbally to his/her Supervisor. If the Supervisor's verbal response is not satisfactory to the aggrieved, then the aggrieved shall resubmit the grievance in writing to the supervisor within ten (10) calendar days.
2. The Supervisor shall within ten (10) calendar days reach a conclusion in writing. Should the Supervisor be without authority to reach a conclusion, or should the aggrieved desire to appeal the decision of the Supervisor, he or she, or the Association may do so within ten (10) calendar days by forwarding the same to the Superintendent of Schools. This appeal must be in writing, must set forth the grounds upon which the grievance rests, and request a conference within ten (10) calendar days.
3. The Superintendent shall attempt to resolve the grievance as quickly as possible and shall within fifteen (15) calendar days after the presentation of the matter to him, notify all parties of his decision in writing.

4. Should the Superintendent fail to reach a decision, or should the aggrieved or the Association be dissatisfied with the decision, the matter shall be referred to the Board at the next regular meeting for determination.
5. The Board shall reach a decision within forty (40) calendar days of the same being referred to it and shall notify all persons of the decision in writing.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, then the matter shall be referred to advisory arbitration within twenty (20) calendar days. The recommendations of the arbitrator shall be advisory and non-binding on all parties. Grievance over Board Policies and/or administrative decisions shall be grieved only to the Board level.
7. If the grievance concerns a dispute over imposition of reprimands and/or disciplinary acts, and the aggrieved party is not satisfied with the Board's decision, the decision of the Board may be appealed to binding arbitration, pursuant to Chapter 269, P.L. 1989.
8. All documents, communications, and records during 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.
9. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
10. All meetings and hearings under this procedure shall be conducted privately.
11. If any grievance reaches advisory arbitration, all costs and expenses for the procurement and retainment of an advisory arbitrator shall be borne equally by both the Board and the Association. Any other expenses shall be paid by the party incurring same.
12. The procurement of and advisory arbitrator shall be through the New Jersey Public Employment Relations Commission (PERC), and such arbitrator shall be mutually acceptable to both the aggrieved and the Board.
13. Further appeals from the decision of the Board may be had as prescribed by law.
14. Nothing herein precludes expediting the time frame before the end of the school year.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative mutually selected and approved by the Association and the aggrieved.
2. When the aggrieved is not represented by the Association in the processing of a grievance, the Association must be notified that the grievance is in process (by the aggrieved) at the time of the submission of the grievance in writing.
3. The Board and the Association (their agents and/or employees) shall assure all parties to a grievance free from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to such personal grievance.

E. MISCELLANEOUS

1. It is understood that employees 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 effect thereof shall have been fully resolved.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. 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 by the aggrieved of the decision.
4. All documents, communications, and records during 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.
5. All meetings and hearings under the procedure shall be conducted privately.
6. In the event a grievance is filed at such time that it cannot be processed through all steps of the grievance procedure by the end of the school year, the grievant may request that the time limits be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. The Administration and/or the Board shall give the request due consideration.

ARTICLE IV

ADMINISTRATION/EMPLOYEE LIAISON COMMITTEE

A. LIAISON COMMITTEE

1. There shall be established a liaison committee comprising of a maximum of three (3) Administrators or their designees and a maximum of five (5) representatives of the Association who shall meet every other month commencing in October at a time of mutual convenience, outside of working hours to discuss the administration of this Agreement and/or other problems of mutual concern. Initiation of such meetings shall be in writing by either party suggesting to dates and time for such meeting and listing of topics for discussion. The respondent may also add other items for discussion and suggest alternate dates and times. It is expressly understood that such meetings are not to be binding upon either party to this agreement.
2. In the event there are concerns that are not resolved through the liaison committee, either the administration or the Association may request that the concerns be brought to a meeting of the Board/Staff Relations Committee. Such Committee shall be comprised of the president of the Association or designee, the president of the Board of Education or another Board member appointed by the Board of Education and the Superintendent or designee. The Board/Staff Committee shall within ten (10) working days of such request meet to discuss concerns, problems, and successes within the District.

ARTICLE V

RIGHTS OF THE PARTIES

A. BOARD OF EDUCATION RIGHTS

1. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.
2. It is understood by all parties 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 by its law.

B. MANAGEMENT RIGHTS (SUPPORT STAFF)

Unless expressly provided otherwise in this Agreement, it is understood and agreed that the Board has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out, and execute all plans and decisions which it deems necessary in its judgment for its welfare, advancement or best interest of its constituency. Such management prerogative shall include but not be limited to the following rights:

1. To select, hire, promote, transfer, assign, discharge, discipline, or lay off employees, or discontinue their positions, subject however, to the applicable sections of Title 18A.
2. To make rules and regulations governing conduct, appearances, and safety of employees.
3. To maintain discipline and efficiency of employees.
4. To determine schedules of work, including overtime.
5. To contract for performance of any of its services and increase or decrease the scope thereof.
6. To install or remove equipment.
7. To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

C. EXCLUSIVE RIGHTS

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

D. EMPLOYEE RIGHTS

1. **Statement of Reason:** No employee shall be disciplined, reduced in rank or compensation, or reprimanded without just cause and such reasons being given. This section may be grieved to the Board level only.
2. **Meetings Which Could Adversely Affect Employment:** Whenever any employee is required to appear before the Board of Education or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview (18A:25-7).
3. No employee shall be reprimanded or criticized by any member of the Administration or Board of Education in front of other employees, students, parents, or any other public gathering.
4. **Personnel Files:** Employees shall have a right, upon request, to review the contents of their personnel files. Employees shall receive a copy of any material which is placed in his/her personnel file, and shall have the right to attach a rebuttal within ten (10) school days of receipt of this copy. The employee shall sign a receipt for the copy which does not necessarily indicate agreement with the content of the document.
5. **Employee Performance:** Except if serious circumstances exist which makes such a determination impractical, both parties of this Agreement acknowledge that a criticism of an employee's performance by a supervisor or administrator shall take place in a confidential setting.
6. **Student Grades:** In the event that a student's grade is to be changed by the Board or its agent, then the teacher concerned shall be notified in advance and be afforded opportunity for a conference. If such grade change is subsequently effectuated, the teacher shall be notified of the change in writing.

E. ASSOCIATION RIGHTS

1. The Association and its representatives may use the school facilities at reasonable times and hours, provided that approval for such use is granted by the Superintendent of Schools.
2. The Association president shall be released from administrative duties for the term of his/her presidency.
3. Representatives of the Association shall be provided with up to three (3) days of release time as necessary in order to attend and participate in meetings, conferences/hearings held by an administrative agency regarding the processing of grievances or the enforcement of this Agreement of employees' rights. Such representatives shall suffer no loss in pay or leave time nor shall they be required to make up such time.
4. The Board shall provide a copy of Board agendas available to the public to the Association president prior to all Board meetings and shall send approved minutes of Board meetings to the Association president as soon as they are available.
5. The Board shall notify the Association, in writing, of its intention to subcontract services which are normally provided by employees covered by this Agreement.
6. The Association shall have the right to use the inter-school mail facilities and school mailboxes.
7. The Association shall have the right to use school equipment at reasonable times when such equipment is not otherwise in use with prior Administrative approval. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
8. Any establishment of new work rules or modification to existing work rules shall be pursuant to Chapter 123, P.L. 1974.
9. The Association will have access to an updated Board Policy Book and the Board will provide copies of any future updates/modifications to the Association President.

ARTICLE VI

(WORK YEAR)

A. TEACHER WORK YEAR

1. The work year for all teachers shall not begin before September 1st nor end after June 30th – except for new teachers, who may be requested to report for an Orientation Workshop during the last week of August.
2. The teacher work year for all teachers – except new teachers – shall be every day school is in session for the students, plus five (5) additional days (if deemed necessary by the Board of Education and/or School Administration).
3. The teacher work year for new teachers shall be every day school is in session for the students, plus six (6) additional days (if deemed necessary by the Board of Education and/or School Administration).

B. SUPPORT STAFF WORK YEAR

1. Except as otherwise determined by the Board of Education the regular work year for employees covered by this Agreement shall normally be as follows:

Custodians	10 months or 12 months
Secretaries	10 months or 12 months
Cafeteria Workers	10 months
Teacher Aides	10 months

2. The regular work year for 12-month custodians, 12-month secretaries, and any other 12-month support staff shall be defined as 5 days or nights per week, 52 weeks per year – except for approved holidays, and approved and earned vacation days.
3. The regular work year for Cafeteria Workers shall be defined as every day that students are present for instruction as well as the workday immediately before the first instructional day and the workday immediately following the last instructional day. (182 days)
4. The regular work year for Teacher Aides shall be defined as every day that students are present for instruction as well as an additional five (5) days of work at the discretion of the Superintendent of Schools. (185 days)
5. The regular work year for ten (10) month secretaries shall be defined as every day that students are present for instruction as well as five (5) days before the

student school year (inclusive of staff development days before the student school year), staff development days during the student school year, and five (5) days after the student school year for a total of 192 days.

The Board agrees to notify the Association president, in writing, of any changes in the school calendar.

ARTICLE VII

SUPPORT STAFF HOLIDAY SCHEDULE

A. CALENDAR AND/OR HOLIDAY CHANGES

The Superintendent shall have the power to require that certain employees be required to work on scheduled holidays, if and when such staff members are needed for the operation of the school district programs and/or activities. In the event that such employees are required to work on a regularly scheduled holiday or day off, they shall receive over-time pay or a compensatory day off at the rate of time and a half at the discretion of the Superintendent. The compensatory day must be approved, in advance, by the Superintendent. The Association president and the affected employees will be notified of any changes in the school calendar or holiday schedule.

B. CUSTODIAN/MAINTENANCE 12-MONTH STAFF

All 12 month custodial/maintenance staff shall be entitled to the following paid holidays or compensatory days: Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Thanksgiving Friday; Christmas Eve; Christmas Day; New Years Day; M.L. King Day; Presidents' Day; Good Friday; Easter Monday; Memorial Day.

C. SECRETARIAL AND OTHER 12-MONTH STAFF

All 12 month secretarial staff and all other 12 month employees – except custodial/maintenance staff shall be entitled to the following paid holidays or compensatory days: Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Thanksgiving Friday; Christmas Vacation; New Years Day; M.L. King Day; Presidents' Day; Easter Vacation; Memorial Day.

D. CAFETERIA, AIDES, AND OTHER 10-MONTH STAFF

All 10 month cafeteria, aides, and other support staff shall be entitled to the following paid holidays or compensatory days: Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas; New Years Day; M.L. King Day; Presidents' Day; Good Friday; Memorial Day.

ARTICLE VIII

SUPPORT STAFF – VACATION SCHEDULE

A. All twelve (12) month full-time support staff employees will be entitled to annual vacation days according to the following schedule:

After 1 year	5 workdays
2 to 9 years	10 workdays
10 years +	15 workdays

1. All employees must request vacation day(s) at least ten (10) workdays in advance of the day(s) off requested.
 2. Except as determined by the Superintendent of Schools, no more than one (1) person from the same department shall be granted permission to take vacation time on the same day(s). The departments are secretarial and custodial.
 3. Requests for vacation time shall be denied, if, in the discretion of the Superintendent of Schools, such vacation time interferes with the operational needs of the district.
- B. Vacation days must be taken within the year (July 1 – June 30) immediately following the year in which they were earned. Any exceptions to this requirement must be requested by the employee, recommended by the immediate supervisor, and approved by the Superintendent.
- C. Any vacation time that is not taken within the specified time limits shall be forfeited.

ARTICLE IX

WORKDAY

A. TEACHER HOURS

The required workday for all teachers shall consist of seven (7) hours, five (5) minutes. (NO INCREASE IN TEACHING TIME – MAY INCREASE SUPERVISION OF STUDENTS). Teachers shall be required to attend staff meetings when requested by the Board and/or Administration. If part of the school district is operating on split or staggered session, all teachers shall be requested to work the same amount of time per day.

B. TEACHER LUNCH PERIODS

Full-time teachers shall have a guaranteed, duty-free, daily lunch period of not less than thirty minutes per full teacher workday. Teachers may leave the building during the lunch period, as long as their supervisor is informed of such.

C. TEACHER AFTER-SCHOOL DETENTION DUTY

After school detention duty shall be posted and volunteers shall be requested. If there are not sufficient detention volunteers, teachers shall be assigned on a rotating and equitable basis.

D. TEACHER PREPARATION TIME

1. Teachers shall be guaranteed 150 minutes per week between Monday and Friday in a minimum of thirty-minute blocks during the student day.
2. NOTE: Intent of the parties is that 'short' instruction days relieve the Board of scheduled preparation time during the in-service time. That preparation time for days when school is closed shall not be owed as compensation to a teacher. The Board shall make a reasonable effort to secure substitutes for absent teachers.
3. Teachers who lose their preparation time, and must use any of that time for instructional purposes, will be compensated at:

2002/2003 = \$11.00 per prep period

2003/2004 = \$11.50 per prep period

2004/2005 = \$12.25 per prep period

E. SUPPORT STAFF WORKDAY

1. Unless otherwise determined by the Board, the normal workday for secretaries shall be eight (8) hours, excluding one-half ($\frac{1}{2}$) hour for lunch.
2. Unless otherwise determined by the Board, the normal workday for custodians shall be eight (8) hours, excluding one-half ($\frac{1}{2}$) hour for lunch.
3. Unless otherwise determined by the Board, the normal workday for cafeteria employees shall not exceed seven (7), excluding one-half ($\frac{1}{2}$) hour for lunch.
4. Unless otherwise determined by the Board, the normal workday for teacher assistants shall be seven (7) hours, including a thirty (30) minute duty free lunch period. All full-time aides shall receive in addition to their lunch break, at least one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.
5. At the discretion of the Superintendent and/or his/her designee, employees shall be required to work overtime, if requested.
6. Overtime shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the regular hourly pay for all work in excess of forty (40) hours per week.
7. Supportive staff employees may elect to utilize compensatory time in lieu of overtime pay at the same rate. Such election rests solely with the employee.

ARTICLE X

SALARIES

A. TEACHER SALARY PROVISIONS

1. The salaries for the period of July 1, 2002 to June 30, 2005 of all teachers covered by this Agreement are set forth in Salary guides, as shown in Addendum A, B, & C, which are attached hereto and made a part hereof.

These salary guides must be mutually agreed upon by the Association and the Board prior to implementation.

2. The salary guide is deemed a minimum and the Board reserves the right to pay more than the salary guide in order to secure the services of a teacher in an emergency, and also reserves the right to hold any teacher at any place on the guide until the experience and training (or both) warrant the salary. The maximum salary, to be paid a new teacher shall not exceed their years of teaching experience as applied to the Maximum Salary Step Guide for New Teachers.

B. SUPPORT STAFF SALARY PROVISIONS

1. The salaries for the period of July 1, 2002 to June 30, 2005 of all support staff covered by this Agreement are set for in Salary Guides, as shown in Addendum D, E, F, G, H, and I which is attached hereto and made a part hereof.

These salary guides must be mutually agreed upon by the Association and the Board prior to implementation.

2. New employees shall be placed at the first step, except that the Board may grant credit for experience and/or related training.
3. Principal's Secretary – In addition to the salary a secretary may earn under the salary guide, any assigned Principal's Secretary shall receive a differential of:

2002/2003 = \$660.00
2003/2004 = \$700.00
2004/2005 = \$725.00

4. Assistant Food Service Manager – The Board appointed Assistant Food Manager will receive an additional:

2002/2003 = \$.60 per hour

2003/2004 = \$.65 per hour

2004/2005 = \$.70 per hour

5. Teacher Assistants/Certified – Teacher assistants with a N.J. Department of Education Teacher Certificate shall receive an additional:

2002/2003 = \$ 1,320.00

2003/2004 = \$ 1,380.00

2004/2005 = \$ 1,450.00

6. Interpreter Aide –

2002/2003 = \$ 22.00 per hour

2003/2004 = \$ 23.00 per hour

2004/2005 = \$ 24.25 per hour

7. Latchkey Aide –

07/2002 – 06/2003 = \$ 8.75 per hour

07/2003 – 06/2004 = \$ 9.50 per hour

07/2004 – 06/2005 = \$10.25 per hour

C. METHOD OF PAYMENT

Employees shall be paid every other Friday.

D. PAYROLL DEDUCTIONS

Payroll deductions shall be made (if the employee requests such deductions) for the following items:

1. Professional Association Dues
2. Mutually acceptable Bank Savings Program
3. One income protection plan of employee's choice
4. U.S. Savings Bond Program
5. Tax-Sheltered Annuity Program and/or Mutual Fund Programs: The Board shall agree to deduct from the salaries of its employees such amounts as the employee involved legally authorizes for those tax-sheltered annuity programs as authorized and so designated to the Board by the Association. The number of

carriers of such programs shall not exceed two and the Board shall receive only one bill from each carrier per pay period no matter how many programs are authorized. The Board shall have the right to review the nature of each program and the right to question such. Except for the mailing of payments, the Association shall save the Board harmless regarding selection of such programs/carriers and/or any other items pertaining to such programs/carriers. Furthermore, the Association shall give the plan authorization to the Board Secretary no later than August 1st of each calendar year. Such deductions must be in accordance with both rules and regulations of the selected program and of the following paragraph. If an employee makes any change in his/her authorized deduction more than once during any school year, the Board shall be released from its obligation to make such deductions for the remainder of that school year.

E. WITHHOLDING OF INCREMENT

TEACHER

The decision of the Board to withhold the increment of a teacher shall be in accordance with N.J.S.A. 18A:29-14 and applicable case law. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him/her an opportunity to discuss the reasons for such action.

SUPPORT STAFF

All salary increments shall be based upon satisfactory service. Years of employment salary increments shall not be automatic, but shall be granted for satisfactory service only upon the recommendation of the Superintendent, and subject to the approval of the Board. Failure in any year to grant an increment does not create any further obligations to restore the increment. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the employee written notice of such intention and give him/her an opportunity to discuss reasons for such action.

F. TEACHER – SCHOOL YEAR EXTRA-CURRICULAR, DETENTION, LATCHKEY, HOME INSTRUCTION COMPENSATION

Teacher participation in School Year Extra-Curricular activities/programs including detention and home instruction compensation which extend beyond the regular work day shall be compensated at the following rate:

07/2002 – 06/2003 = \$24.75 per hour

07/2003 – 06/2004 = \$26.00 per hour

07/2004 – 06/2005 = \$27.25 per hour

Teacher participation in School Year Latchkey, which extends beyond the regular workday shall be compensated at the following rate:

07/2002 – 06/2003 = \$22.00 per hour
07/2003 – 06/2004 = \$23.00 per hour
07/2004 – 06/2005 = \$24.25 per hour

Teachers shall have the opportunity to apply for these positions. All positions shall be posted and volunteers shall be requested. If there are no volunteers for positions, the Board reserves the right to assign teachers on a rotating and equitable basis. The Board must officially approve each activity, program, and position before the teacher shall be eligible for compensation. Hours and staffing for all activities and programs shall be determined by the Board.

G. TEACHER – NON WORKDAY COMPENSATION FOR ATTENDANCE AT WORKSHOPS

All workshops other than during the regular teacher workday shall be compensated at the following rate:

07/2002 – 06/2003 = \$12.00 per hour
07/2003 – 06/2004 = \$13.00 per hour
07/2004 – 06/2005 = \$14.00 per hour

All participation shall be strictly voluntary, and shall be approved in advance by the Superintendent or Board of Education. Compensation will not include travel time.

H. TEACHER – SUMMER SCHOOL AND SUMMER LATCHKEY

The rates of payment for Summer School teachers and Summer Latchkey teachers shall be as follows:

07/2002 – 06/2003 = \$19.00 per hour
07/2003 – 06/2004 = \$20.00 per hour
07/2004 – 06/2005 = \$21.00 per hour

I. CHILD STUDY CHAIRPERSON AND COORDINATORS

The Child Study Chairperson and Program coordinators shall be compensated at the following rates:

07/2002 – 06/2003 = \$24.75 per hour
07/2003 – 06/2004 = \$26.00 per hour
07/2004 – 06/2005 = \$27.25 per hour

for all hours worked in addition to the regular workday. Such hours must be pre-approved by the Board of Education.

ARTICLE XI

TUITION REIMBURSEMENT

TEACHER

- A. All courses must be job related and approved by the Superintendent of Schools in writing prior to registering for any course.
- B. Courses may be on the undergraduate or graduate level, but must be given by an accredited two or four-year college or university.
- C. A passing grade of 'B' or better must be earned.
- D. Tuition reimbursement shall be six (6) credits per year at the prevailing Rowan University rate.
- E. Teachers shall be reimbursed upon presentation of college transcripts and receipts.
- F. Claims for reimbursement for courses must be made within ninety (90) days after receipt of final grades.
- G. Teachers must present a signed voucher to the Superintendent's office at the time grades and receipts are being recorded for reimbursement.
- H. All transactions must be made by the individual involved: No substitute presentations or mail transactions shall be permitted.
- I. To be eligible for reimbursement, all employees must be under contract to teach in the Mullica Township School District and shall remain employed by the Mullica Township School District for two (2) years subsequent to the date of receipt of tuition reimbursement or said employee shall forfeit such tuition reimbursement and if already paid, must reimburse the District for such unless contract was not renewed by the Board.
- J. Reimbursement for mileage, meals, books, etc., shall not be permitted – only tuition shall be reimbursable.
- K. The Superintendent's decisions shall be final.

SUPPORT STAFF

- A. Any support staff personnel required/requested to obtain or renew a license shall be reimbursed all necessary costs.

- B. All courses must be job related and approved by the Superintendent of Schools in writing prior to registering for any course.
- C. A passing grade or certificate must be earned.
- D. Employees shall be reimbursed up to \$225.00 per year for tuition, upon presentation of proper receipts.
- E. Claims for reimbursement must be made on a voucher within thirty (30) days after completion of the course.
- F. All transactions must be made by the individual involved. No substitute presentation or mail transaction shall be permitted.
- G. To be eligible for reimbursement, all employees must be under the contract in the Mullica Township School District and shall remain employed by the Mullica Township School District for two (2) years subsequent to the date of receipt of tuition reimbursement or said employee shall forfeit such tuition reimbursement and if already paid, must reimburse the District for such unless contract was not renewed by the Board.
- H. Reimbursement for mileage, meals, books, etc. shall not be permitted, only tuition shall be reimbursable.
- I. The Superintendent's decisions shall be final.

ARTICLE XII

TEACHER ASSIGNMENT

A. NOTIFICATION

1. All teachers shall be informed by the Administration no later than the last school day concerning their assignment for the next contract year. If subsequent change is required during summer recess, then such teachers will be advised, in writing, to his/her file address and will be provided an opportunity for a conference with the Superintendent if so requested.
2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level and school for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, except in cases of emergency.
3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after contract notification, the teacher affected shall be notified promptly and given the reasons for such change.

B. TRANSFERS AND REASSIGNMENTS

1. Voluntary Transfers

A teacher who desires a change in grade and/or subject assignments or who desires to transfer to another building, may file a written request with the Superintendent no later than April 30 for the next year. If the teacher desires, a conference will be provided to discuss the reasons. It is specifically understood that granting such request is not obligatory upon the District.

2. Involuntary Transfers

If a teacher is required to transfer involuntarily because of operational requirements of the School District, then such teacher shall be afforded opportunity for a conference with the Superintendent to discuss the circumstances prior to the effectuation of such change.

C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by teachers working within their area of competence, an attempt shall be made to assign teachers to teach in fields and grades which their training and experience make them competent to teach.

D. TRAVELING TEACHERS

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in any unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

E. MILEAGE COMPENSATION

Teachers shall be compensated when traveling between schools at their personal expense on approved school business at the following rate:

07/2002-06/2003 = 30¢ per mile

07/2003-06/2005 = 32¢ per mile

F. POSITION VACANCIES

All openings for positions in the summer school, federal programs, and all positions (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized.

SUPPORT STAFF ASSIGNMENT

A. CUSTODIAL PERSONNEL

1. Once assigned to a work shift, a custodian's shift shall not be changed except in accordance with the following:
 - a) In the event a vacancy occurs on a shift, such vacancy shall be posted.
2. All overtime and extra-duty assignments for custodians shall be assigned on a rotating basis to allow equal opportunity to all employees.
 - a) An assignment shall be first offered to a volunteer. In the event more than one employee volunteers for the assignment, seniority shall be the determining factor.

If no employee volunteers, then the employee with the least seniority shall be assigned. Once an employee has been assigned, he/she will not be assigned again until all other employees have been assigned to an assignment based on reverse seniority.

- b) Nothing herein is to preclude the right of the Board to assign a specific employee to an assignment if a special skill or qualification is necessary.

B. TRANSFERS AND REASSIGNMENTS

1. Filing Requests

Employees who desire to transfer may file a written statement of such desire to the Superintendent no later than April 30 for the next year. Such statement shall include the position and location to which he/she desires to be transferred.

2. Involuntary Transfers

If an employee is required to transfer involuntarily because of operational requirements of the school District, then such employee shall be afforded opportunity for a conference with the Superintendent to discuss the circumstances prior to the effectuation of such change.

C. POSITION VACANCIES

Employees shall be notified of job vacancies, and regular work schedule changes effecting job within their classification.

D. MILEAGE COMPENSATION

Support staff shall be compensated when traveling on approved school business at the following rate:

07/2002-06/2003 = 30¢ per mile

07/2003-06/2005 = 32¢ per mile

ARTICLE XIII

SENIORITY AND JOB SECURITY SUPPORT STAFF

- A. After completion of three (3) years of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause, following written notice of such reasons and a hearing before, and determined by, the Board of Education finding that such cause does, in fact, exist and is sufficient for such reduction in salary or dismissal.
- B. Should the employee not be satisfied by the determination of the Board, at this request, the matter shall be subject to the grievance procedure and arbitration in the same manner and to the same extent as if provided for arbitration of grievances by this Agreement or law.
- C. It is understood that nothing in this provision shall be construed to limit the Board's managerial prerogative as set forth in statute, regulation and case law.
- D. School District seniority is defined as service by appointed support personnel in the School District in the collective bargaining unit covered by this Agreement.
- E. In the event of a work location reduction in force, including support personnel, employees shall be laid off in the reverse order of district-wide seniority of all support personnel in the district in the appropriate category (secretary, food service personnel, classroom assistant, custodian, maintenance). Any support personnel laid off shall be placed on a roster for a period of two (2) years from the date of the lay-off. Recalls shall be based on seniority in the category.
- F. All notice of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such vacancy notice shall be sent to the Association.

ARTICLE XIV

EVALUATION

TEACHER

A. NON-TENURED TEACHERS

Non-tenured teachers shall be formally evaluated at least three (3) times per year. Teachers shall be given a written copy of the evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or supervisor making the evaluation within a reasonable period of time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

B. TENURED TEACHERS

Tenured teachers shall be formally evaluated at least one (1) time per year. If the first formal evaluation indicates that improvement is needed, it shall be followed by at least a second formal evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or supervisor making the evaluation within a reasonable period of time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

SUPPORT STAFF

All employees shall be formally evaluated, in writing, by their supervisor on a semi-annual basis. The evaluation form shall be submitted to the employee at least one (1) day in advance of the evaluation conference. The employee shall sign and be given a copy of the evaluation conference report. A copy of the evaluation form and the signed evaluation conference report shall be placed in the employee's personnel file.

PERSONNEL RECORDS

Employees shall have the right upon request, to review the content of their personnel files.

EMPLOYEE REBUTTAL

Each employee shall have the right to attach a written statement of rebuttal to all written evaluations within ten (10) days of the evaluation conference.

ARTICLE XV

COMPLAINT PROCEDURE

Any complaint regarding a teacher that is made to any member of the school Administration by a parent, student, or other person, which may be used in any manner in evaluating a teacher shall be brought to the teacher's attention. The Administration shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally. The teacher shall have the right to request representation by the Association at any meetings for conferences regarding such complaints.

ARTICLE XVI

TEACHER SICK LEAVE

A. DEFINITION (18a:30-1)

Sick leave is hereby defined to mean the absences from his/her post of duty, of any person, because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such a disease in his/her immediate household.

B. NUMBER OF SICK DAYS

1. Ten (10) month employees shall be entitled to ten (10) paid sick leave days per year.
2. Employees hired any time after September 1, in the case of ten (10) month employees, shall be entitled to sick days on a pro-rated basis.
3. Unused sick leave shall be accumulative.
4. If an employee uses up all of his/her sick leave, he/she shall have 1/200 of his/her annual contracted salary deducted for each additional day absent, unless the Board sees fit to continue paying the employee.
5. Sick Leave may be taken in only half (½) or full day segments.

C. PHYSICIAN'S CERTIFICATE REQUIREMENT

A physician's certificate is required for all school personnel for any absence (due to illness) of three (3) or more consecutive working days.

D. WRITTEN ACCOUNTING OF ACCUMULATED SICK LEAVE

Employees shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.

E. COMPENSATION FOR UNUSED SICK LEAVE

1. Written notification of an employee's intent to retire must be given by December 30 of the calendar year prior to the year in which the retirement will be effective. If notification is given later than December 30, payment will not be made to the

employee until the beginning of the fiscal year following the year in which the retirement was effective.

2. Each employee retiring from the district with at least fifteen (15) years service within the district, and retiring according to the provisions of TPAF shall be compensated at the following rate:

Teachers:

07/2002-06/2003 = \$55.00/day

07/2003-06/2005 = \$60.00/day

\$8,500.00 maximum

3. Payment to the employee shall be during the first week in July following the December 30 notification. If a later notification is given, payment will be given during the first week in July of the year following the year in which retirement was effective.
4. The employee has the option of receiving such compensation in a lump sum as described above or may defer such payment or part thereof until January 2 of the following year after the year in which the first payment was made. If an employee announces their retirement and dies prior to their retirement date, such payment shall go to the employee's beneficiary.

ARTICLE XVII

SUPPORT STAFF SICK LEAVE

A. DEFINITION (18a:30-1)

Sick leave is hereby defined to mean the absences from his/her post of duty, of any person, because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such a disease in his/her immediate household.

B. NUMBER OF SICK DAYS

1. Twelve (12) month employees shall be entitled to twelve (12) paid sick leave days per year.
2. Ten (10) month employees shall be entitled to ten (10) paid sick leave days per year.
3. Employees hired any time after July 1, in the case of twelve (12) month employees, or after September 1, in the case of ten (10) month employees, shall be entitled to sick days on a pro-rated basis.
4. Unused sick leave shall be accumulative.
5. If an employee uses up all of his/her sick leave, he/she shall have his/her daily rate of pay deducted for each additional day absent, unless the Board sees fit to continue paying the employee.
6. Sick Leave may be taken in only half ($\frac{1}{2}$) or full day segments.

C. PHYSICIAN'S CERTIFICATE REQUIREMENT

A physician's certificate is required for all school personnel for any absence (due to illness) of three (3) or more consecutive working days.

D. WRITTEN ACCOUNTING OF ACCUMULATED SICK LEAVE

Employees shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.

E. COMPENSATION FOR UNUSED SICK LEAVE

1. Written notification of an employee's intent to retire must be given by December 30 of the calendar year prior to the year in which the retirement will be effective. If notification is given later than December 30, payment will not be made to the employee until the beginning of the fiscal year following the year in which the retirement was effective.
2. Each employee retiring from the district with at least fifteen (15) years service within the district, and retiring according to the provisions of TPAF or PERS, shall be compensated at the following rate:

Support Staff:

07/2002-06/2003 = \$44.00/day

07/2003-06/2005 = \$45.00/day

\$4,500.00 maximum

3. Retirees will be reimbursed within one calendar year after written notice of retirement. In no case will such payment be made prior to retirement. If an employee is eligible for said pay for unused sick leave and dies prior to retirement, such payment shall go to the employee's beneficiary. In determining continuous years of service for an employee, any Board approved leaves shall be counted as active service.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. Personal leave (without loss of pay), not to exceed a total of three (3) days per year, shall be granted by the Superintendent of Schools for the following reasons:
 - a. Religious Holidays
 - b. Death of Aunt, Uncle, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law.
 - c. Provable serious illness in the immediate family as defined in Section B below. Verification may be required.
 - d. Emergencies and legal obligations
 - e. Personal business which cannot be conducted at another time.
2. Employees shall only be required to state under which of the above reasons a personal leave is to be taken.
3. Personal Leave may be taken in only half (½) or full day segments.
4. Unused personal leave as of June 30 of each year shall be added to the employee's accumulated sick leave.

B. BEREAVEMENT LEAVE

1. Four (4) days emergency leave shall be granted for each occurrence of death in the immediate family. This leave is not accumulative, from year to year, and must be approved by the Superintendent of Schools. Immediate family defined as: Husband, Wife, Child, Brother, Sister, Parents, Mother-in-law, Father-in-law, Grandchild, Domestic Life Partner (for the purpose of this paragraph) or any family member living in the same household. These days are to be used within twenty (20) consecutive days from the date of death, excluding weekends and holidays. Additional days may be granted by the Superintendent upon request.
2. Two (2) days leave shall be granted for each occurrence of death of an employee's grandmother or grandfather.

C. CHILD REARING LEAVE (ALL STAFF MEMBERS)

Staff members may request leaves of absence for child rearing reasons in accordance with the following stipulations:

1. Such leave must begin within thirty-one (31) days of the birth or adoption of a child, or upon the termination of Board approved maternity disability sick leave, if such approved sick leave exceeds thirty-one (31) days following the birth; and will terminate no later than September 1st, following the birth or adoption.
2. Such leave may be requested to be extended for the succeeding school year following birth or adoption.
3. In no case will such leave be granted for more than two (2) – (or any part thereof) – school years.
4. There will be no pay, fringe benefits, seniority rights, salary scale credit, etc., accrued during such leave. *Refer to NJ Family Leave Act for any exceptions to this item.
5. All such leave must be requested in writing to the Superintendent of Schools, ninety (90) days prior to the beginning of the leave.
6. The employee must notify the Superintendent of Schools by February 1st as to whether or not he/she intends to:
 - a. Terminate the leave as of September 1st.
 - b. Request an additional one (1) year leave, if applicable.
 - c. Resign from position.

Failure to notify by February 1st will result in employment termination.

7. A physician's certificate is required to be submitted by the employee for all sick leave used in conjunction with child-rearing leave.

D. OTHER LEAVES OF ABSENCE (CERTIFIED STAFF)

1. All leaves of absence – except: accumulated sick leave; administrative leave; death in family leave; earned vacation; short term emergency leave – must be approved by the Board of Education in advance. Such request must state the reason and term of the leave, and be submitted to the Superintendent in writing sixty (60) days prior to the requested leave.

2. Any employee who is granted a leave of absence, by the Board of Education, must notify the Superintendent of his/her intent to return to active employment status.
3. No salary or fringe benefits will be available to employees while on leave of absence; and, leave of absence time shall not be considered as experience time for salary purposes. *Refer to NJ Family Leave Act for any exceptions to this item.

ARTICLE XIX

PROTECTION OF EMPLOYEES

- A. An employee may use reasonable force, as is necessary, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to gain possession of weapons or other dangerous objects within control of a pupil.
- B. The Board shall give full support including legal and other assistance for any assault upon the employee arising from the discharge of his/her duties.
- C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- D. The Board shall fully comply with all aspects of applicable Workers Compensation laws when employees are injured in the course of their employment.

ARTICLE XX

HEALTH INSURANCES

A. HEALTH BENEFITS PROGRAM

The Board shall provide at no cost to the employee, coverage for the employee and where applicable, dependents, through the State Health Benefits Program.

B. PRESCRIPTION PROGRAM

The Board shall provide at no cost to the employee, Prescription coverage for the employee and where applicable, dependents, through a Prescription Co-pay Plan. The employee's co-pay shall be \$5.00/brand-name and \$1.00/generic.

C. DENTAL PLAN

1. The Board shall provide Dental coverage for the employee and where applicable, dependents, through the Delta Dental III-A Plan, including child orthodontic coverage.
2. For employees hired after July 1, 1996, it is agreed that the Board shall provide dental coverage for the employee only. Such employees shall have the option to enroll their dependents in said plan at their own expense. Upon completion of three (3) years of employment, the Board shall provide coverage for the employee and dependents if applicable.
3. 2002/2003 school year the Board shall pay seventy (\$70.00), and the employee shall pay seventy (\$70.00) towards the premium payment for the Dental Plan. Such payment shall be made in equal installments through payroll deduction from each paycheck.

2003/2004 & 2004/2005 school years the Board shall pay one hundred forty dollars (\$140.00) towards the premium payment for the Dental Plan. The employee shall pay zero (\$0.00) towards the premium payment for the Dental Plan.

D. HEALTH INSURANCE PLANS

The Board of Education may change the provider of any or all of the above health insurance plans, with a plan/plans that are substantially equal to the State Health Benefits Plan (SHBP).

E. PART-TIME EMPLOYEES

Part-time employees who would not be eligible for all of the Board paid health insurances shall be allowed at their option, to pay to the Board the group rate in order to be covered by one or any combination of the Plans.

- F. The Board agrees to grandfather all existing employees that presently receive health benefits. Any prospective employees must work twenty-six (26) hours per week or more to be eligible for health benefits.

G. HEALTH PLAN BUY BACK

1. The Board of Education is offering to its covered employees a plan whereby they can elect to waive coverage for medical plan benefits received through the Board of Education. This election is only available to those covered employees who are eligible for health care coverage through another source, such as coverage as a dependent of a working spouse.
2. An eligible employee who has access to medical benefits coverage from another source may receive 35% of the cost to the Board for said medical coverage; medical, prescription and dental, all or one of same, payable on or before June 30 1998 of the year for which the election to waive was made.
3. In the event the employee elects to waive coverage, such waiver will be effective no earlier than the first day of the month immediately following the date of the waiver or such later date indicated on the waiver, and the employee will not be permitted to re-enroll in the Board of Education medical benefit plan prior to the next open enrollment period. The only exception to this limited re-enrollment rule is in the event the electing employee loses coverage under the alternative health plan as a result of:
 - a) Termination of employment (other than due to gross misconduct)
 - b) Reduction in hours
 - c) Divorce or legal separation
 - d) Death
4. In the event an employee is no longer eligible for the alternative coverage as a result of one or more of the above listed causes, the employee may re-enroll in the Board of Education health plan prior to an open enrollment period. In such event the employee must give notice of the loss of coverage and his/her election to re-enroll in the Board of Education health plan to the Board of Education within sixty (60) days of the event resulting in the loss of coverage. If an employee re-enrolls in the same calendar year they waived their coverage the payment shall be prorated for the period of the waiver.

ARTICLE XXI

AGENCY SHOP

REPRESENTATION FEE FOR NON-MEMBERS

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 2. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall be eighty-five (85) percent of the regular membership dues, fees, and assessments.
 3. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees, in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- C. 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 in November; or 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 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. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

E. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, other than as set forth herein, because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
2. The Association shall indemnify and save the Board and other Agents of the School District harmless against any and all claims, demands, suits or other forms of liability, including reasonable legal and/or representation fees, resulting from any of the provisions of this Article or in reliance on the list, notice or assignment furnished under this Article.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. BOARD POLICY

This Agreement constitutes Board Policy for the term of the Agreement, and the Board and the Association shall carry out the commitments contained herein, and shall give them full force and effect as Board Policy.

B. STATE LAW

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

C. PROPER PROCEDURES

All parties agree to follow the procedures as outlined in this Agreement, and to use no other channels to resolve any question or proposal until the Procedures within this agreement are fully exhausted.

D. NON-DISCRIMINATION

The Board and 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 employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, domicile, or marital status.

E. WORK STOPPAGES

The Association agrees that during the term of this Agreement, neither it, nor its officers, employees, or members shall engage in, encourage, sanction, support, or suggest any strikes. In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities, and shall instruct members to return to their normal duties.

F. PRINTING OF AGREEMENT

Sufficient copies of this Agreement shall be given to the Association president to be distributed to each member of the Association within thirty (30) days of its ratification. The expense for printing sufficient copies for distribution to all teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon.

G. OFFICIAL NOTICE

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to: The Mullica Township Superintendent at his/her office address; The Mullica Township Education Association President at his/her home address.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005

RATIFICATION

MULLICA TOWNSHIP EDUCATION ASSOCIATION – ___/___/___

2002/2005 MTEA OFFICERS

By: _____ By: _____
Kathleen Eaton, President Lyn Vetter, Secretary

MULLICA TOWNSHIP BOARD OF EDUCATION – ___/___/___

By: _____ By: _____
Barbara Para, President I. Elizabeth Edwards, Secretary

2002/2003 Professional Staff Salary Guide

<u>Step</u>	<u>Yrs. Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
A	0	35,500	36,325	36,525	37,100	37,500	37,800
B	1	36,000	36,825	37,025	37,600	38,000	38,300
C	2	36,500	37,325	37,525	38,100	38,500	38,800
D	3	37,000	37,825	38,025	38,600	39,000	39,300
E	4	37,500	38,325	38,525	39,100	39,500	39,800
F	5-6	38,784	39,609	39,809	40,384	40,784	41,084
G	7-9	40,250	41,075	41,275	41,850	42,250	42,550
H	10-11	42,764	43,589	43,789	44,364	44,764	45,064
I	12	45,664	46,489	46,689	47,264	47,664	47,964
J	13	48,664	49,489	49,689	50,264	50,664	50,964
K	14	51,664	52,489	52,689	53,264	53,664	53,964
L	15	55,014	55,839	56,039	56,614	57,014	57,314
M	16	58,714	59,539	59,739	60,314	60,714	61,014
N	17	62,614	63,439	63,639	64,214	64,614	64,914

2003/2004 Professional Staff Salary Guide

<u>Step</u>	<u>Yrs. Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
A	0	36,740	37,565	37,765	38,340	38,740	39,040
B	1	37,240	38,065	38,265	38,840	39,240	39,540
C	2	37,740	38,565	38,765	39,340	39,740	40,040
D	3	38,240	39,065	39,265	39,840	40,240	40,540
E	4	38,750	39,575	39,775	40,350	40,750	41,050
F	5	39,560	40,385	40,585	41,160	41,560	41,860
G	6-7	41,055	41,880	42,080	42,655	43,055	43,355
H	8-10	43,711	44,536	44,736	45,311	45,711	46,011
I	11-12	46,611	47,436	47,636	48,211	48,611	48,911
J	13	49,711	50,536	50,736	51,311	51,711	52,011
K	14	53,061	53,886	54,086	54,661	55,061	55,361
L	15	56,611	57,436	57,636	58,211	58,611	58,911
M	16	60,361	61,186	61,386	61,961	62,361	62,661
N		62,336	63,161	63,361	63,936	64,336	64,636
O	17	64,311	65,136	65,336	65,911	66,311	66,611

2004/2005 Professional Staff Salary Guide

<u>Actual</u>	<u>Step</u>	<u>Yrs. Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	A-C	0-2	39,200	40,025	40,225	40,900	41,300	41,600
2	D	3	39,700	40,525	40,725	41,400	41,800	42,100
3	E	4	40,200	41,025	41,225	41,900	42,300	42,600
4	F	5	40,800	41,625	41,825	42,500	42,900	43,200
5	G	6	41,400	42,225	42,425	43,100	43,500	43,800
6	H	7-8	43,980	44,805	45,005	45,680	46,080	46,380
7	I	9-11	47,430	48,255	48,455	49,130	49,530	49,830
8	J	12-13	50,930	51,755	51,955	52,630	53,030	53,330
9	K	14	54,530	55,355	55,555	56,230	56,630	56,930
10	L	15	58,130	58,955	59,155	59,830	60,230	60,530
11	M		60,130	60,955	61,155	61,830	62,230	62,530
12	N	16	62,130	62,955	63,155	63,830	64,230	64,530
13	O		64,130	64,955	65,155	65,830	66,230	66,530
14	P	17	66,130	66,955	67,155	67,830	68,230	68,530

AIDES
Support Staff Salary Guide

	2002-2003		2003-2004		2004-2005	
<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
1	9.26	12,316	9.86	13,114	10.27	13,659
2	9.36	12,449	9.96	13,247	10.37	13,792
3	9.46	12,582	10.06	13,380	10.47	13,925
4	9.78	13,007	10.16	13,513	10.57	14,058
5	9.86	13,114	10.25	13,633	10.67	14,191
6	10.02	13,327	10.42	13,859	10.84	14,417
7	10.18	13,539	10.59	14,085	11.02	14,657
8	10.65	14,165	11.07	14,723	11.52	15,322
9	11.20	14,896	11.64	15,481	12.12	16,120
10	11.61	15,441	12.06	16,040	12.56	16,705
11	12.01	15,973	12.48	16,598	12.99	17,277
12	12.42	16,519	12.90	17,157	13.43	17,862

Movement to the Off-Guide positions is frozen as of July 1, 2001. No additional employee shall be allowed to move off-guide.

ATTENDANCE OFFICER
Support Staff Salary Guide

2002-2003		2003-2004		2004-2005	
<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
10.89	3,922	11.32	4,076	11.78	4,242

Movement to the Off-Guide positions is frozen as of July 1, 2001. No additional employee shall be allowed to move off-guide.

CAFETERIA**Support Staff Salary Guide (Hourly)**

	2002-2003	2003-2004	2004-2005
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
1	10.07	10.54	11.05
2	10.17	10.64	11.15
3	10.27	10.74	11.25
4	10.43	10.84	11.35
5	10.59	11.01	11.45
6	10.75	11.17	11.63
7	10.91	11.34	11.80
8	11.07	11.51	11.98
9	11.59	12.05	12.54
10	12.57	13.06	13.59
11	12.89	13.40	13.94
12	13.21	13.73	14.29

Movement to the Off-Guide positions is frozen as of July 1, 2001. No additional employee shall be allowed to move off-guide.

CUSTODIANS
Support Staff Salary Guide

Step	2002-2003		2003-2004		2004-2005	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	11.46	23,837	12.26	25,501	12.88	26,790
2	11.56	24,045	12.36	25,709	12.98	26,998
3	11.69	24,315	12.46	25,917	13.08	27,206
4	11.82	24,586	12.56	26,125	13.18	27,414
5	12.18	25,334	12.66	26,333	13.28	27,622
6	12.37	25,730	12.85	26,728	13.38	27,830
7	12.62	26,250	13.12	27,290	13.66	28,413
8	12.88	26,790	13.39	27,851	13.94	28,995
9	13.24	27,539	13.76	28,621	14.32	29,786
10	13.75	28,600	14.29	29,723	14.88	30,950
11	14.79	30,763	15.37	31,970	16.00	33,280
12	15.30	31,824	15.91	33,093	16.55	34,424

Movement to the Off-Guide positions is frozen as of July 1, 2001. No additional employee shall be allowed to move off-guide.

SECRETARY
Support Staff Salary Guide

	2002-2003		2003-2004		2004-2005	
<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
1	11.64	24,211	12.22	25,418	12.89	26,811
2	11.74	24,419	12.32	25,626	12.99	27,019
3	11.84	24,627	12.42	25,834	13.09	27,227
4	11.94	24,835	12.52	26,042	13.19	27,435
5	12.15	25,272	12.62	26,250	13.29	27,643
6	12.38	25,750	12.86	26,749	13.39	27,851
7	12.64	26,291	13.14	27,331	13.67	28,434
8	13.00	27,040	13.51	28,101	14.06	29,245
9	13.23	27,518	13.75	28,600	14.31	29,765
10	13.49	28,059	14.02	29,162	14.59	30,347

Movement to the Off-Guide positions is frozen as of July 1, 2001. No additional employee shall be allowed to move off-guide.

OFF-GUIDE**Support Staff Salary Guide**

Aides						
	2002-2003		2003-2004		2004-2005	
<u>Staff Member</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
J. Calderone F. LaBor* E. Perez L. Rodriguez G. Werner M. Wyld	16.11	21,424	16.60	22,074	17.12	22,773

*Part-time

Cafeteria				
	2002-2003		2003-2004	2004-2005
<u>Staff Member</u>	<u>Hourly</u>		<u>Hourly</u>	<u>Hourly</u>
C. Connolly G. Gibson L. Lewis	16.29		16.81	17.37

Custodian						
	2002-2003		2003-2004		2004-2005	
<u>Staff Member</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
J. Sprague	17.16	35,683	18.64	38,766	20.17	41,958
B. Martin J. Martin	18.92	39,358	19.52	40,610		

Secretary						
	2002-2003		2003-2004		2004-2005	
<u>Staff Member</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
L. Quiñones	14.77	30,727	15.80	32,871	16.88	35,119
L. Quattrone	15.78	32,826	16.31	33,930		

Movement to the Off-Guide positions is frozen as of July 1, 2001. No additional employee shall be allowed to move off-guide.

Current Off-Guide Support Staff will remain off-guide for the duration of their employment. As those individuals leave the district for whatever reason, the list shall grow smaller.

Negotiations Team Members

Mullica Township Education Association

Kathleen Eaton, MTEA Vice-President, Kindergarten Teacher
Ramon Gomez, NJEA Uniserv Rep.
Margaret Goodher, MTEA President, Grade 3 Teacher
Mary McManimon, Grade 5 Teacher
Laura Quiñones, Middle School Secretary
Linda Quattrone, 2nd Vice-President, Elementary School Secretary
Virginia Rodgers, Middle School Special Education Teacher
Lyn Vetter, Middle School Special Education Teacher

Mullica Township Board of Education

William Cappuccio, Board Attorney
David B. Dunlevy, Ed.D, Superintendent
John Falciano
Michael Geller
Mary Hunt
Barbara Para, Board President

Negotiations start date: January 31, 2001