

Collective Bargaining Agreement  
Between  
Marion P. Thomas Education Association  
And  
Marion P. Thomas Charter School

---

July 1, 2011 through June 30, 2014

## **Preamble**

Marion P. Thomas Charter School (hereinafter called the "School") was founded on the belief that "It takes a whole village to raise a child." It is that core principal that shapes the culture of the School – a culture in which collaboration and accountability are valued, and the best interests of the students are always paramount. The parties view this Agreement as an opportunity to work together to promote these goals in a unique educational environment.

### **Witnesseth:**

WHEREAS, the Marion P. Thomas Charter School Board of Trustees ("Board") and Marion P. Thomas Education Association ("Association") have an obligation, pursuant to *N.J.S.A. 34:13A-1 et seq.* to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain tentative understandings which they desire to confirm in this Agreement;

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

### **Article I: Recognition**

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed non-supervisory employees of the Marion P. Thomas School including teachers, support teachers, nurses, social workers reading specialists, teaching assistants, the Director of Student Life, custodians, kitchen aides, security guards, clerks, secretaries, except confidential clerks.

Managerial executives, confidential employees, including confidential clerks, secretaries and supervisors, craft employees, police employees, casual employees, the CEO, the Business Manager, Accountant, Principals, Assistant Principals, Directors, Dean of Students, and all other employees of the Marion P. Thomas Charter School are excluded from the unit.

2. Unless otherwise indicated, the term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in Article I, Paragraph 1 above.
3. References to males shall include females, and references to females shall include males.

### **Article II: Negotiation of Successor Agreement**

1. Consistent with *N.J.S.A. 34:13A-1 et seq.*, any changes to the terms and conditions of employment will be negotiated between the parties and included as part of this Agreement.



2. The parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all parties.
3. During negotiations, the Board and Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged or confidential under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
4. 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.
5. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association for the duration of this Agreement.

### **Article III: Grievance Procedure**

1. A grievance is a claim by an employee(s) or the Association based upon an alleged erroneous interpretation, application, or violation of this Agreement. This Agreement shall not limit or supersede the existing grievance procedure formed pursuant to the New Jersey Charter School Program Act.
2. The term grievant shall refer to the employee(s) or the Association making the claim on behalf of an employee or group of employees or the Association on behalf of itself.
3. The purpose of this procedure is to resolve disputes over the terms and conditions of employment and to establish the parties' rights and responsibilities under the contract.
4. Every effort shall be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a formal complaint setting forth facts constituting the grievance, the Article or Articles allegedly being violated, and the remedy sought. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
5. The number of days indicated at each level below should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement. All days referred to in this procedure shall be calendar days. The levels will be as follows:

6. No reprisals of any kind shall be taken by the Board or by any member of the administration against any representative or member of the Association who is a participant in the grievance procedure by reason of such participation.
7. Any and all documents, communications, and records dealing with a grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files. This separate file is limited to documents indicating that a grievance was filed only. Documents that may have been the issue of the grievance are not subject to this article.

#### Article IV: Employee Rights and Privileges

1. Pursuant to *N.J.S.A. 34:13A-1 et seq.*, the parties agree to adhere to the public laws of New Jersey governing employee rights and privileges and duties. All employees shall have the right, pursuant to statute, to organize freely, join and support their association and engage in collective negotiation. The Board undertakes and agrees that it shall not deprive or coerce any employee in the enjoyment of any rights conferred by statutes of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, their participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
2. No employee shall be terminated or suffer any loss in pay or withholding of increment for disciplinary reasons without just cause. With regard to other discipline, no employee shall be disciplined in an arbitrary and capricious manner.
3. In the event of termination of a non-tenured employee, the employee shall be given at least thirty (30) days' notice.
4. All employees will be granted release from their employment contract upon request with a minimum of thirty (30) days' notice.
5. All non-certificated employees shall be subject to a probationary period of two (2) months' duration, starting on his or her first day of employment. During this probationary period, employees may be terminated with or without cause, for any reason or no reason.
6. No documents, communications or records dealing with any complaint or criticism of any party to this agreement shall be filed in such individual's personnel file without that individual's knowledge. If such complaint or criticism is made, the complaint shall be investigated. The administration shall have discretion to determine what such investigation shall entail, and the results of that investigation shall be attached to the complaint in the employee's file. The teacher shall have the right of representation by the



- Level One – Principal or Immediate Supervisor

If the grievance arises from a decision of the principal or immediate supervisor, the grievant shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

- Level Two – Chief Executive Officer

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after discussion at Level One or five (5) days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Chief Executive Officer. Alternatively, if the grievance arises from a decision of the Chief Executive Officer, the grievant may proceed directly to speak with the Chief Executive Officer without undergoing the procedure required at Level One.

- Level Three – Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was presented to the CEO, whichever is sooner, the grievance will be forwarded to and considered by the Board of Trustees at its next meeting.

- Level Three- Arbitration

a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within thirty (30) days after a discussion with the Board or thirty (30) days after the grievance was delivered to the Board, whichever is sooner, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rule of this agency shall apply. The decision to file for arbitration shall rest with the Association.

b. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) consecutive days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.

For issues of discipline, as defined in *N.J.S.A. 34:13A-22*, the arbitrator's decision shall be binding on both parties. For issues involving a claim of a violation of existing language in this Agreement, or issues of past practice, the arbitrator's decision shall be advisory only. Each party shall bear its own expenses (witnesses, attorney fees, etc.), but the expenses of the arbitrator shall be shared equally by the Association and the Board.

Association or NJEA Field Representative at any meetings/hearings concerning discipline.

7. Employees shall be granted the right to inspect their personnel files. Requests for appointment must be made through the Human Resources Manager in writing and said appointment shall be granted no later than three (3) days following the request.
8. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
9. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which is disciplinary in nature, the employee shall be given notice of the meeting(s) or interview(s) and shall be entitled to have a representative(s) of the Association to advise and represent him/her during such meeting or interview.
10. If the employee and his/her local Association representative so request, the meeting will be scheduled at such time that a mutually agreeable time when NJEA Field Representative may be present. The NJEA Field Representative will act diligently to make him/herself available for such a meeting as soon as reasonably possible.

#### **Article V: Association Rights and Privileges**

1. Upon request, the Board shall provide the Association with all non-confidential information, such as budgetary and financial information, that the Association has determined is necessary to negotiate and enforce this Agreement.
2. Whenever any representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay. Each party will make all reasonable efforts to limit such meetings during school hours.
3. Representatives of the Association shall be permitted to transact official Association business within school buildings at reasonable times, provided that this shall not interfere with or interrupt any school operations and that the employees attending after-school meetings will not be paid for the time at the meetings. Any representative of the Association must register his or her arrival in the same manner as any other visitor to the building.
4. The Association or its designees shall have the right to use a school building at all reasonable hours for meetings, so long as the meeting does not disrupt any school operations, including instruction, after school activities and professional development days. The principal of the building will be notified at least three (3) school days in advance of the time and date of all meetings.
5. The Association shall have the right to use designated school copy machines or printers for Association business, provided that the Association supplies the paper. The

Association will be provided a code for this purpose, separate from codes provided to other employees. The Association shall have the right to use school computers, projectors or other audio-visual equipment in the school building for association business during off-duty time, pursuant to the school's request procedures. The Association will be responsible for any damage to the equipment while being used for Association business.

6. The Association shall have the exclusive use of a bulletin board in employee lounges. The location of the Association bulletin board(s) will be determined by mutual agreement of the parties.
7. The Association shall have the right to place correspondence and leaflets concerning Association business in the teachers' mailboxes as well as use of the electronic mail system during off-duty time.
8. The Association President shall be allowed to maintain a file cabinet or similar storage cabinet in mutually agreed upon location for Association files and materials, without cost or liability to the Board.
9. 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 and to no other organization, unless otherwise mandated by law.
10. The Board shall provide to the Association the names and positions of all newly hired employees holding recognized positions in the bargaining unit
11. The Board shall provide to the Association, upon request, any information concerning the deductions of Association dues and membership within the Association.

#### **Article VI: Work Year**

1. The work year shall not exceed 202 workdays. These days shall be inclusive of orientation, in-service and /or professional development days and no more than 190 instructional days. These days do not include summer school or other summer assignments, which will be for additional compensation and filled at the Board's discretion.
2. Teachers shall be required to attend a Back to School night during the first marking period of each new school year, which will not be scheduled to extend beyond 8:00 p.m.
3. During each school year, two (2) of the scheduled parent conferences may extend beyond the school day. Said parent conferences shall not be scheduled to extend beyond 7:00 p.m. On these days, there shall be a one-hour break between the school day and beginning of parent conferences.

These extended parent conference days may be scheduled on different days in each building. A teacher scheduled in both schools may be required to attend conferences in both buildings.

This Article is not intended to limit the ability of the school to schedule additional parent conferences during the school day or for a parent to schedule a meeting with a teacher at a mutually convenient time.

4. The school year shall not be scheduled to begin prior to the last two weeks in August, except where the need to start earlier is the result of facility or lease-related issues, and shall not exceed beyond June 30th. Where there is a need to start earlier as a result of facility or lease-related issues, employees shall be given as much notice of such change as is reasonably practicable, and such change shall only be for the year in which the issue arises and shall not affect subsequent years.

#### **Article VII: Work Day**

1. The workweek will be from Monday through Friday each week.
2. The duration of the workday for all employees shall be 8 hours, inclusive of duty free lunch.
  - a. Pupil contact time will begin 15 minutes after teachers and support teachers begin their workday and end 15 minutes before the end of their workday.
  - b. Non-instructional employees will work regular 8-hour shifts as per current practice. In the event that a work schedule is changed, the employee will be given one-week's notice, to the extent practicable.
3. All employees shall have daily duty free lunch of duration equal to the length of a student class period in that school.
4. Employees may leave the school building without seeking permission during their duty free lunch.
5. Teachers shall have at least 5 preparation periods per week, each of a duration equal to the length of a student class period in that school, generally one per day, but never more than two per day. In the event that it is necessary to reschedule one (1) prep period to another day during the same week, to the extent possible, the teacher will be given one day's notice. Preparation time is intended to be used for class preparation, grading of papers, collaboration with colleagues and other professional activities. Teachers may be assigned continuing education work during preparation periods.
6. Any teacher asked to perform a duty during the prep time or lunchtime will be compensated \$25.00 for every period.

#### **Article VIII: Employee Placement**

1. Each returning employee shall be placed at his/her proper step and degree in accordance



with the salary guide as of the beginning of the school year. If a degree is earned during the course of the school year, the employee shall remain at his or her then-current step on the salary guide. Such employee's step on the salary guide will be readjusted, as appropriate, at the beginning of the following school year.

2. In the event that a support teacher assumes the responsibilities of a lead classroom teacher, on day fifteen (15) the support teacher will begin being paid according to the teacher salary guide at Step One, retroactive to the first fourteen (14) days.
3. Employees shall be notified of their contract salary status no later than May 15<sup>th</sup> of each contract year. The principal may notify employees before this date.
4. The Board shall retain full authority in the planning and determination of a school calendar. The Board shall provide a copy of the tentative calendar for the new school year to each employee no later than the end of the preceding school year.

#### **Article IX: Assignments**

All employees shall be given written notice of their tentative class and/or assignments and room assignments, if applicable, for the forthcoming school year before the end of the preceding school year. The Association understands that the administration retains full authority to change any and all placements prior to the start of the next school year. In that event, the employee will be given as much notice as is possible.

#### **Article X: Promotions/Job Openings**

1. The Board shall post any recognized position in the bargaining unit that may provide a promotion, raise or additional monies for any employee. Any such posting shall be placed on the main bulletin board and emailed to the staff. Each posting shall remain open for no less than ten (10) days.
2. In the event that any position should be posted during the summer or when school is not in session, such postings shall be e-mailed to all employees or posted on the school website.
3. All qualified employees shall be given adequate opportunity to make application for any posted positions.

#### **Article XI: Teacher Evaluation**

1. All monitoring or observance of the work performance of a teacher shall be conducted openly with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
2. Only persons certificated by the New Jersey State Board of Examiners to supervise instruction shall evaluate teachers.
3. Tenured teachers shall receive 1 or more evaluations yearly.

4. Non-tenured teachers shall receive 3 or more evaluations yearly.
5. A teacher shall be given a copy of any class visit or evaluation report prepared by her/his evaluators prior to any conference to discuss it. Said conference shall take place no later than ten (10) school days after the observation or evaluation.

#### **Article XII: Sick Leave**

1. Employees shall be allowed ten (10) days of absence in one school year with full pay for personal illness. Employees are required to provide the principal with a doctor's note after three (3) consecutive sick days.
2. All employees shall report an anticipated absence as much in advance of the absence as possible but in no event, later than 6:30 am of the morning of the absence unless prevented from doing so by circumstances beyond the control of the teacher. The Chief Executive Officer or principal shall make available a telephone number for the teacher to report the absence. In the event that the teacher did not report the absence in advance of 6:30 am, then said circumstances will be described in writing and presented to the principal at his/her request.
3. All unused sick leave days shall be accumulated from year to year in accordance with the law.
4. Upon severance of employment for any reason, an employee shall be compensated for all unused accumulated sick leave at a ratio of 1:2 (payment for one sick day for every two accumulated sick days).
5. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.

#### **Article XIII: Temporary Leave of Absence**

Employees shall be entitled to the following leaves of absence with full pay each school year.

1. Each full-time 10- and 12-month employee will accrue one (1) personal day per year of service up to five (5) per year. Personal leave days not utilized during the year shall be accumulated as unused sick days.
2. Time off with pay shall be granted for appearances in any legal proceeding connected with the individual's employment. Employees who are called to jury duty shall receive full pay for all time served on jury duty.
3. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, domestic partner, civil union partner, child, grandchild, son-in-law,

daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law) and any other member of the immediate household. Employees shall be granted up to one (1) day in the event of death of an employee's friend or relative outside the employee's immediate family as defined above, but shall be limited to one (1) such day per school year. In the event of the death of an employee or student in the school, the principal of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

4. All secretarial employees and employees holding positions requiring a certificate shall be granted two (2) days off each school year to attend the annual NJEA Convention without loss of pay, pursuant to statute. Employees shall provide reasonable notice of absence due to attendance at the NJEA Convention and shall be required to submit proof of attendance to the principal.

#### **Article XIV: Extended Leave of Absence**

1. Military and family leaves shall be available and taken in accordance with the Federal Family Medical Leave Act, the New Jersey Family Leave Act, the Uniformed Services Employment and Reemployment Rights Act and other applicable laws.
2. Maternity disability leave may be taken at anytime prior to or following the birth of a child, as provided for by law. The Board may require the employee to provide medical documentation substantiating the need for such a leave.
3. All benefits to which an employee was entitled at the time her/his leave commenced shall be restored pursuant to law. The employee shall be assigned to the same position which was held at the time said leave commenced if available, or if not, to a substantially equivalent available position.
4. The Association and the Board acknowledge that employees shall be subject to and eligible for all provisions of the Family Medical Leave Act, the New Jersey Family Leave Act and benefits under the New Jersey Family Leave Insurance Act.

#### **Article XV: Committees and Board Representation**

1. The Board and the Association agree that working together creates a harmonious environment that enriches both the school and the students in its care. To that end the following committee shall be formed:

##### **Liaison Committee**

The Board shall select two members and the Association shall select two members from its staff to be part of this committee. The purpose of this committee shall be to meet and discuss issues and concerns of interest to both parties. The Liaison Committee shall be an administrative, rather than a Board, committee. This committee will meet quarterly. Decisions of the committee will be shared fully with all the members of the Board and the Association, and shall only be advisory in nature.



Nothing in this Article shall be construed as to limit the Board's discretion to create committees and appoint members to Board committees.

#### **Article XVI: Professional Development**

1. The Board shall pay the full cost of registration and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions, which an employee elects to take and/or is requested by the administration to take. Should the Board require an individual to attend any programs during a time when school is not in session, i.e., summer, holidays, etc. then that individual will be compensated at their per diem rate. All professional development expenses shall be approved by the administration beforehand, in the administration's absolute sole discretion.
2. Within the scheduled non-instructional days, the Board agrees to provide to teachers a minimum of twenty (20) hours of professional development each year, which hours are creditable as required by the regulations of the New Jersey Department of Education. The Board will provide certificates to all teachers who attend these professional development programs, unless an outside provider conducts the program and provides the certificate.
3. Any teacher chosen by the Administration to act as a mentor for a provisional teacher will be compensated by the Board \$450 for 20 days of mentoring and \$550 for 30 weeks of mentoring. Any teacher who serves as a mentor for 30 weeks shall also receive ten (10) professional development hours for such an activity.

#### **Article XVII: Protection of Employees**

1. Benefits derived under this or subsequent agreements shall continue beyond the period of any worker's compensation until the complete recovery of any employee.
2. Employees shall immediately report cases of assault suffered by them in connection with their employment to their director or other immediate supervisor.
3. The Board shall fully comply with all aspects of applicable Workers Compensation laws when employees are injured in the course of their employment.

#### **Article XVIII: Insurance Protection**

1. The Board shall provide insurance protection for employees and their eligible dependents, which shall include:
  - a. A health plan equal to or better than the School Employees Health Benefits Plan (SEHBP) as of January 1, 2012. Employees may choose any plan offered through the SEHBP.

- b. A prescription card equal to or better than the School Employees Health Benefits Plan as of January 1, 2012.
- c. Continued dental coverage as currently in effect.

The Board shall pay the cost of all premiums, except for contributions required by Chapter 78, P.L. 2011 and that new hires electing a plan above the standard NJ Direct 15 plan shall be responsible to pay the difference in premium, in addition to the standard employee contribution. That difference shall be calculated after required calculations are deducted.

2. The provisions of all insurance programs provided for in this agreement shall be detailed in the master policies and contracts agreed upon and signed by representatives of the Board and the Association.
3. All disputes arising out of an employee's use of an insurance plan will be resolved through the grievance procedure.
4. Any inconsistency between the collective bargaining agreement and the insurance contracts will be resolved in favor of this Agreement.
5. All new employees and employees returning from unpaid leave of absence will be deemed covered under the insurance plans effective their first compensable day of employment.
6. All employees going on unpaid leave of absence will maintain full insurance protection at Board expense until the first day of the second full month off the payroll. Notwithstanding this, all employees on disability leave will maintain full benefits at Board expense for the entire period of disability. Any employee going on unpaid leave of absence will be entitled to purchase the full insurance protection, at the Board's rates but at his/her own expense.
7. All employees who terminate their employment will continue to maintain full insurance protection at Board expense until the first day of the second full month of the payroll.
8. For the purpose of this Article and any other references to insurance, the term "dependent child" shall apply to unmarried children until the end of the calendar year in which the child reaches age 26.

#### **Article XIX: Tuition Reimbursement for Teachers and Support teachers**

1. The Board will reimburse employees who have completed two (2) years of service for all courses satisfactorily completed as part of a degree program towards teacher certification from or through an accredited domestic college or university, either on site or online, up to One Thousand Dollars (\$1,000.00) per course, provided the employee has obtained prior approval from the administration. The Board will reimburse employees up to One Thousand Eight Hundred Dollars (\$1,800.00) for provisional/alternate route certification

coursework.

2. The Board will reimburse teachers for all graduate courses satisfactorily completed as part of a master's degree program from or through an accredited domestic college or university, either on site or online, up to One Thousand Dollars (\$1,000.00) per course, provided the employee has obtained prior approval from the administration.
3. Coursework must be relevant to the employee's current position.
4. Applications for tuition reimbursement must be submitted at least 5 days prior to the first scheduled class and will be followed by copies of official transcripts.
5. Reimbursement will be made based on the following standards:
  - A grade B or higher will enable the applicant to receive one hundred percent of the approved reimbursement amount.
  - A grade lower than a "B" will result in no reimbursement.
6. The administration must approve coursework beforehand and shall have discretion in considering requests. All requests will be given equal consideration and requests will not be denied in an arbitrary manner.
7. Employees receiving tuition reimbursement under this Article shall reimburse the Board the full cost of the reimbursement if they voluntarily end their employment within one (1) year of the completion of the coursework.

#### **Article XX: Non-Instructional Professional Development Reimbursement**

1. The Board will reimburse non-instructional employees for all out-of-pocket costs related to courses, workshops or professional development programs related to their position with the Marion P. Thomas Charter School, which are mandatory for the employee or necessary for the purpose of compliance with law or state regulation.

#### **Article XXI: Salary**

1. All employees shall be paid according to the salary schedule in Appendix A. Said payments shall be in 20 equal payments made on the 15<sup>th</sup> and 30<sup>th</sup> of each month.
2. In the event a payday falls on a weekend or holiday, then payment shall be made on the last workday preceding the weekend or holiday.
3. Employees may elect to have their paycheck automatically deposited into a bank of their choosing.
4. Any teacher required to perform any duties before or after the work day or work year,



i.e., summer school, curriculum writing, home instruction, remediation, plays, extra-curricula activities, coaching, etc., shall be compensated at a rate of \$40.00 per hour for instructional work or \$25 per hour for non-instructional work, unless specified otherwise in Appendix A. All such positions shall be posted as required by this contract.

5. Non-instructional staff asked to perform a duty outside their regular hours will be compensated at one-and-one-half times their regular hourly rate of pay after they reach 40 hours of paid time in a given week.

#### **Article XXII: Deductions From Salary**

1. The Board agrees to deduct from the salaries of its employees' dues for the Marion P. Thomas Education Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (*N.J.S.A. 52:14-15.9e*) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association each month within three days following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Any individual, covered in whole or in part by this agreement, who does not become a member of the Association during any membership year, shall be required to pay a representation fee to the Association. Said fee shall not exceed 85% of the combined dues of any full member of the Association. The deductions for said fee shall be in equal deductions and shall be completed by the last paycheck of the school year.
4. The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys within three (3) days of deduction, to such agencies. Any employee may have such deductions started or discontinued at any time upon fifteen (15) days written notice to the Board and the appropriate agency.  
This shall include:
  - Automatic Payroll Deductions for a credit union designated by the Association
  - Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program.
  - Automatic Payroll Deduction program for disability insurance programs.
5. All employees may individual elect to have any percent of their monthly salary deducted from their pay. These funds shall be paid to the staff member on the final workday in June or deposited monthly into an account of their bank or credit union. The Board shall

provide an authorization form to be completed by each participating employee. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the current school year.

#### **Article XXIII: Miscellaneous Provisions**

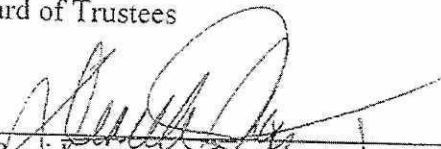
1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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.
3. Any individual contract or annual salary between the Board and a person holding a recognized position in the bargaining unit hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract notification person holding a recognized position in the bargaining unit contains any language inconsistent with this Agreement, this Agreement shall be controlling
4. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:
  - If by Association, to the Board of Trustees at Marion P. Thomas Charter School at the school building where the office of the Chief Executive Officer is located.
  - If by the Board, to Association at Marion P. Thomas Education Association at 370 South 7<sup>th</sup> Street, Newark, NJ 07103
5. The parties acknowledge that they have access to professionals to advise them on the language of this agreement. Neither party shall be deemed the drafter of this agreement. In the event of a dispute over the meaning of language in this agreement, the language shall not be interpreted against either party.

#### **Article XXIV: Duration of the Agreement**

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in effect until \_\_\_\_\_.

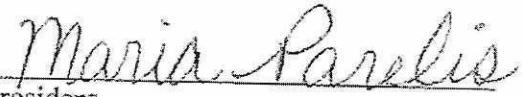
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

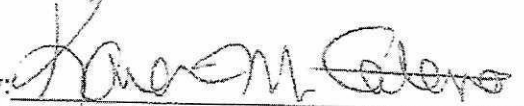
Board of Trustees

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Secretary

Association

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Secretary



**Appendix A – Salary Guides and other compensation**

1. All employees covered under this Agreement who are returning employees from the 2010-2011 school year shall receive a one-time continuity bonus payment of \$400.
2. Salary guides and stipends below have been mutually agreed upon with increases retroactive to July 1, 2011.
3. All employees will be eligible for a 1% bonus opportunity each year of this Agreement, based on criteria that will be clearly delineated by the Board at the beginning of each school year.

**Certificated Guides**

(Teacher, Guidance, Literacy Coach, Nurse, Social Workers)

Step	BASE YEAR 2010-11		2011-12		2012-13		2013-14				
	BA	MA	BA	MA	BA	MA	BA	MA			
1	45835	46835	1	46000	47000	1	46600	47600	1	47477	48477
2	47210	48380	2	46626	47626	2	47000	48000	2	47777	48777
3	48626	50000	3	48029	49029	3	47426	48426	3	48077	49077
4	50000	51000	4	49433	50633	4	48803	49803	4	48377	49377
5	51015	52263	5	50856	51856	5	50252	51452	5	49819	50819
6	52030	53831	6	51912	52912	6	51628	52628	6	50805	52155
7	53591	54591	7	52921	54521	7	52817	53817	7	52680	53680
8	55199	55984	8	54518	55518	8	54005	55305	8	53696	54696
9	56500	57000	9	56154	57054	9	55488	56488	9	55111	56111
10	57600	58000	10	57785	58385	10	57032	58032	10	56377	57277
11	58900	60587	11	59469	59869	11	58629	59629	11	57842	58842
12	60000	61000	12	60400	61400	12	60316	61316	12	59463	60463
13	62127	62500	13	61014	62014	13	62040	62840	13	61223	62223
14	63991	64991	14	62995	63895	14	62051	63051	14	62963	63763
15	65910	66910	15	66666	67666	15	63903	64903	15	63009	63909
16	68000	69000	16	68559	69559	16	66666	67666	16	64532	65632
17	69000	70000	17	69630	70630	17	68559	69559	17	67766	68766
18	70000	71000	18	70700	71700	18	71283	72283	18	71750	72750

\* All employees will be placed on the base year salary guide at the step equal to or closest to their 2010-11 salary.

\*\* All employees will be paid retroactively to the beginning of the 2011-12 school year.

\*\*\* All returning employees from the 2010-11 will be paid a continuity bonus of \$400 in addition to retroactive pay.

\*\*\*\* Dean of Students shall receive a 1.7% increase in base salary for each of the 3 years of the agreement

Teacher Assistant

Base Year 2010-11			2011-12		
Step	BA	CE/CEA	Step	BA	CE/CEA
1	30,900	32,900	1	31,354	33,354
2	31,194	33,194	2	31,654	33,654
3	31,827	33,827	3	31,960	33,960
4	32,441	34,441	4	32,264	34,264
5	33,257	35,020	5	32,918	34,918
6	34,067	36,067	6	33,553	35,553
7	34,919	36,919	7	34,195	36,185
8	35,771	37,771	8	35,235	37,235
9	36,487	38,487	9	36,116	38,116
10	37,000	39,000	10	37,350	39,350

2012-13			2013-14		
Step	BA	CE/CEA	Step	BA	CE/CEA
1	31,125	33,125	1	31,587	33,637
2	31,425	33,425	2	31,887	33,937
3	31,724	33,724	3	32,193	34,243
4	32,368	34,368	4	32,503	34,553
5	32,992	34,992	5	32,812	34,862
6	33,615	35,615	6	33,478	35,528
7	34,646	36,646	7	34,124	36,174
8	35,513	37,513	8	34,766	36,816
9	36,379	38,379	9	35,834	37,834
10	37,150	39,150	10	37,850	39,850

- \* All employees will be placed on the base year salary guide at the step equal to or immediately above their 2010-11 salary.
- \*\* All employees will be paid retroactively to the beginning of the 2011-12 school year.
- \*\*\* All returning employees from the 2010-11 will be paid a continuity bonus of \$400 in addition to retroactive pay.

Custodian/Maintenance/Parent Liaison

Step	Base Year			
	2010-11	2011-12	2012-13	2013-14
1	30,500	30,590	30,681	30,772
2	30,900	31,019	31,110	31,202
3	31,333	31,425	31,546	31,639
4	31,771	31,865	31,960	32,082
5	32,407	32,311	32,407	32,503
6	33,000	32,958	32,861	32,958
7	34,000	33,561	33,518	33,419
8	34,442	34,578	34,132	34,088
9	34,890	35,028	35,166	34,712
10	35,343	35,483	35,623	35,764
11	35,803	36,000	36,500	37,000

Hourly Employees

	All rates are per hour			
	Base Year			
	2010-11	2011-12	2012-13	2013-14
Cafeteria A	\$9.00	\$9.15	\$9.31	\$9.47
Cafeteria B	\$9.27	\$9.43	\$9.59	\$9.75
Cleaners	\$13.50	\$13.73	\$13.96	\$14.20
Receptionist	\$9.00	\$9.15	\$9.31	\$9.47
Security	\$18.00	\$18.31	\$18.62	\$18.93
Security Supv A	\$22.00	\$22.37	\$22.75	\$23.14
Security Supv B	\$28.00	\$28.48	\$28.96	\$29.45

Non-Certificated Supervisors/Managers

	Base Year			
	2010-11	2011-12	2012-13	2013-14
Maintenance Supv	\$40,000	\$40,680	\$41,372	\$42,075
Asst Facilities Mgr	\$50,000	\$50,850	\$51,714	\$52,594
Cafeteria Supv	\$19,624	\$19,958	\$20,297	\$20,642

- \* All employees will be placed on the base year salary guide at the step equal to or immediately above their 2010-11 salary.
- \*\* All employees will be paid retroactively to the beginning of the 2011-12 school year.
- \*\*\* All returning employees from the 2010-11 will be paid a continuity bonus of \$400 in addition to retroactive pay.