

JUNE 19, 2007

AGREEMENT
BETWEEN
THE MANSFIELD TOWNSHIP BOARD OF EDUCATION
AND
THE MANSFIELD TOWNSHIP EDUCATION ASSOCIATION
2007-2010

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The MANSFIELD TOWNSHIP BOARD OF EDUCATION and the MANSFIELD TOWNSHIP EDUCATION ASSOCIATION do hereby recognize and agree that the welfare of the students of the Mansfield Township School at Columbus, hereinafter referred to as the "SCHOOL", is paramount in the operation of the school and will be promoted by both parties hereto and that, pursuant to such mutually recognized principle, the parties hereto do hereby covenant, promise and agree as follows:

ARTICLE 1
RECOGNITION

- A. The Mansfield Township Board of Education, hereinafter called the "BOARD", recognizes that teaching is a profession. The Board further recognizes that the Mansfield Township Education Association, hereinafter called the "ASSOCIATION", is the exclusive representative of all the professional personnel, including speech-language pathologists, and all regularly employed support staff employees, including custodians, secretaries, clerical employees, teacher assistants and cafeteria employees, employed or to be employed. Excluded from the unit are all administrative and supervisory personnel, confidential employees within the meaning of the Act, occupational therapists and physical therapists.
- B. When used hereafter in this agreement, the terms "teacher" or "certificated employee" shall refer to professional employees covered by this agreement whose positions of employment in the school district require that they have at least a baccalaureate degree and appropriate certifications by the State Department of Education.
- C. When used hereafter, the terms "custodian", "secretary", "clerical employees", "teacher assistants" and cafeteria employees" shall refer only to the employees who are employed in those particular positions and covered by this agreement. The term "support staff employees" shall refer to all of the positions enumerated in the preceding sentence.
- D. When used hereafter, the term "employee" shall refer to all professional and support staff covered by this agreement.
- E. The Association recognizes the Board as representative of the residents of the Township of Mansfield, County of Burlington, State of New Jersey, in matters relating to the School and as the employer of the personnel of said district.
- F. The purpose of this recognition is to provide the basis for the establishment of a mutual agreement between the parties hereto in regard to the following:

ARTICLE 2
SALARY SCHEDULE/WORK YEAR AND WORK SCHEDULE

A. The Board and Association do mutually agree to the following Salary Guide and principles relating thereto for the period or term July 1, 2007, to June 30, 2010.

B. School Year

1. The school year will consist of a maximum of 185 days. Teachers will arrive in the morning fifteen minutes before the opening of school. They are expected to be in their rooms or in preparation prior to opening. During regular dismissal, teachers may leave in the afternoon ten minutes after the last group is dismissed. In cases of inclement weather, teachers will remain in their rooms supervising the students and may leave immediately following dismissal. Deviations in the above schedule may occur due to teacher meetings or in-service work. A responsible attitude in such cases should be assumed. Full consideration time-wise will be made for teachers taking outside course work; instances whereby schedules cannot be met require advance notification to the Superintendent.
2. The day before Thanksgiving shall be an early dismissal day for teachers. The work day before the winter recess shall be an early dismissal day for teachers. On the days when parent-teacher conferences are scheduled for that night, there shall be an early dismissal day for students and a full work day for teachers. Teachers shall work three (3) nights per year without additional compensation. These nights shall include Back to School Night and Parent/Teacher Conferences or a school meeting/event as designated by the administration.

C. All teachers will be guaranteed 40 minutes per day, 200 minutes of preparation time per week, prorated on a short week, with no make-up of lost preparations due to delayed opening or early dismissal. If a teacher gets less than 200 minutes in a week, the teacher will be paid \$21 per lost preparation period.

The Administration will limit the number of prep times used for child study team meetings to two per month. A twenty four (24) hour notice will be provided prior to child study team meetings/conferences, except for emergency situations.

D. Custodians

1. Custodial personnel will be given the following days off with pay:
 - a. New Year's Eve Day
 - b. New Year's Day
 - c. Dr. Martin Luther King Day
 - d. President's Day (if school is not in session - one day only)
 - e. Good Friday

- f. Easter Monday
- g. Memorial Day
- h. Independence Day
- i. Labor Day
- j. Thanksgiving Day
- k. Friday immediately following Thanksgiving Day
- l. Christmas Eve Day
- m. Christmas Day

- 2. If it is necessary to have school in session on any of the above days, the custodial staff will have to report for work at regular pay.
- 3. If the school is closed for snow, the custodians must report for work unless the school administration notifies the custodians not to report.
- 4. If a custodian is called to work on any of the holidays stated in section #1, and if the school is not in session, the custodian will be paid time and one half. Custodians will be paid double time for work on Sundays.
- 5. Vacation allowances for custodians shall be as follows:
 - a. following the first year of employment: one week
 - b. following the second year of employment: two weeks
 - c. following ten years of employment: three weeks
 - d. following fifteen years of employment: four weeks

Custodians will be allowed to carry over no more than 5 vacation days into the next year, whether earned in the preceding year or in any earlier year.

- 6. In the event that an employee is called to work for any emergency reason such as, but not limited to, snow emergency, repairs, etc., the custodian shall be paid a minimum of three (3) hours pay. Said custodian shall be paid time and one-half for this work if this time worked shall cause his weekly hours of actual time paid (including paid leave) to exceed forty 40 hours.
- 7. Cafeteria Workers and Custodians who work 20 hours or more per week shall receive up to \$100 annually for work shoes.

E. Secretaries

- 1. Secretaries work year shall follow the school calendar and also provide paid holiday leave on Labor Day and Independence Day.
- 2. Twelve (12) month secretaries qualify for twenty (20) days paid vacation after the completion of the first year of employment.

F. No employee shall be reprimanded in front of peers or students. This shall not apply to administrative directives to perform appropriate duties, nor to any situation related to an immediate concern for student safety or welfare.

G. Notice of Vacancies

Employees shall be informed, whenever practical, of vacancies in positions (including summer school teacher), supervisory, or extra-pay positions by posting notice on the faculty bulletin board in each of the schools during the school year or, during the summer, by including posted vacancies in the regular summer mailings. The Association President will receive notice of any vacancy immediately upon its posting.

ARTICLE 3
SALARY GUIDE PROVISIONS

A. Newly employed teachers will receive credit for experience as follows:

1. Prior experience in public schools may be creditable up to their full experience.
2. Military service will be creditable up to four years.
3. Private, parochial school teaching, or clinical experience may be creditable at the discretion of the Board of Education.
4. Effective July 1, 2007, when the Board determines initial placement on the guide for a new teaching staff member, no new teaching staff member shall be hired beyond Step 18 of the salary guide in 2007-2008 and 2008-2009 or beyond Step 16 beginning with the 2009-2010 salary guide.

B. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic but will be granted for satisfactory service only upon the recommendation of the Superintendent subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligation to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. 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 an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board.

- C. Unit members who, as of March 7, 2007, were paid a salary above Step 18 on the 2006-2007 salary guide shall be red-circled at their respective salary amount and their salary shall be frozen for the duration of this Agreement.
- D. Teacher assistants upon initial hire will receive an additional \$.25 to their base salary for an associate degree and an additional \$.25 (total of \$.50) for a bachelor degree. Effective July 1, 2007, that instructional aides who were not paid a stipend for the associates' degree or BA/BS upon hire, shall have a 25 cent per hour stipend for an attained associates degree or a 50 cent per hour stipend for an attained BA/BS degree added to their base on the July 1 following attainment of the degree, but in any event, no earlier than July 1, 2007.
- E. Effective July 1, 2007, the titles of the two unit members who function as instructional aides in office settings shall have their job titles changed to "Office Clerical Assistant". For 2007-2008, each of these two employees shall have 25 cents per hour added to the hourly rate computed for aides. Using this new 2007-2008 hourly rate, an additional 25 cents per hour shall be added after the computation of the 2008-2009 hourly rate for aides. That new rate shall be the base for computing the 2009-2010 hourly rate.
- F. Longevity in the Mansfield Township School District:
1. Teachers will begin receiving a longevity increment of \$200 with the beginning of their 15th year in the district and thereafter until they reach their 20th year in the district.
 2. Upon reaching their 20th year in the district, teachers will receive an additional increment of \$500 per year or a total of \$700 above the guide until they reach their 25th year in the district.
 3. Upon reaching their 25th year in the district, teachers will receive an additional increment of \$500 per year or a total of \$1200 above the guide.
- G. Dues Deductions
1. Pursuant to the provisions of Chapter 233, Laws of 1969 (NJSA 52:14-15.9e), and in accordance with rules and regulations of the State Board of Education and State Department of Education, the Board agrees to make deductions from an employee's salary for the purpose of paying dues to the Mansfield Township Education Association, the Burlington County Education Association, the New Jersey Education Association, and the National Education Association, when said employee individually and voluntarily authorizes the Board to deduct.
 2. An employee desiring payroll deductions for organizational dues shall submit to the secretary of the Board of Education a signed and dated authorization statement.

3. Any such written authorization may be withdrawn by the employee at any time by the filing of written notice of such withdrawal with the secretary of the Board of Education. The filing of notice of withdrawal shall be effective to halt deductions as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.
4. For all employees in the bargaining unit who do not pay dues in accordance with NJSA 52:14-15-9E above. The Board shall deduct a representation fee equal to eighty five per cent of the appropriate dues as certified by the Association. It is agreed that the Board shall have no other obligations or liability, financial or otherwise, other than as set forth herein because of any action arising out of the understandings expressed in the language of this section. It is further understood that once funds deducted are remitted to the Association, the disposition of such funds shall be the full and exclusive responsibility of the Association. The Association shall indemnify and save the Board and its agents harmless against any and all claims, and/or representation fees resulting from any action arising out of the provisions of this section or in reliance upon any list or notice furnished by the Association.
5. The secretary of the Board shall transmit to the Mansfield Township Education Association all monies deducted for dues for the above named organizations, together with a record of any corrections, by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association(s).
6. Each of the Associations named 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.

ARTICLE 4
MEDICAL PLANS

- A. For the duration of this agreement, the Board agrees to pay the total premium for eligible employees and dependent medical coverage. Effective July 1, 2007, the fully-paid Board health/hospitalization plan shall be the modified Patriot V plan as described on attachments A and B of the parties' Memorandum of Agreement ("Proposed AETNA Patriot V"). Effective July 1, 2007, the Premier plan and Patriot X options will not be available. If the Board makes a determination to change carriers, the new plan shall be equivalent to the current plan in place, the modified Patriot V plan.

Professional staff eligibility is 20 hours or more per week. The Board agrees to pay the total premium for single coverage for full-time ten month support staff employees (6 or more hours per day, 30 or more hours per week), and the total premium for single and dependent coverage for full-time twelve month support staff employees (7 or more hours per day, 35 or more hours per week). (One ten month support staff employee is grandfathered for full family benefits.)

- B. Employees who waive coverage are entitled to be paid fifty percent (50%) of the cost to the Board for modified Patriot V plan, dental and prescription, paid in equal payments in December and June.
- C. PRESCRIPTION DRUG PLAN. The Board agrees to pay the full family coverage for eligible employees and their dependents in a prescription drug plan. The co-pay shall be \$15.00 name brand/\$10.00 generic and \$15.00 name brand/\$10.00 generic for mail order. Eligibility for support staff shall be on the same terms as for medical insurance.
- D. DENTAL PLAN. The Board will pay 100% for eligible employees and dependent dental coverage with 100/80/50 co-payment and \$1200 annual cap. Eligibility for support staff shall be on the same terms as for medical insurance.
- E. The terms, conditions, rules and limitations as provided by the contracts of insurance and underwriting companies will govern.
- F. Unit members who, as of March 7, 2007, were paid a salary above Step 18 on the 2006-2007 salary guide shall not be eligible for coverage under Article 4 in accordance with their terms and conditions of employment upon initial hire.

ARTICLE 5
LEAVES OF ABSENCE

A. Maternity Leave

- 1. The Board agrees to apply maternity leave as required by law and the appropriate administrative agencies.
- 2. An employee shall give at least three (3) months notice where possible regarding child rearing leave plans.
- 3. Upon completion of a maternity leave of absence, the employee may arrange a child rearing leave of absence with the Superintendent.
- 4. Upon requesting of said leave, the Board shall grant said leave for the remainder of the school year.

5. On or before April 1st of the current year, the employee on said leave shall notify the Superintendent in writing of her intention to return to her duties in September of the following school year, or seek an extension of the child rearing leave for an additional school year.
6. Upon return from a maternity or child rearing leave of absence, the employee shall be reinstated in her same position or a similar position for which she is certified.
7. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The child rearing leave period shall not be counted for tenure purposes.
8. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence for childrearing. The employee will be granted a full salary guide step if she works more than 90 teaching days. Working 90 days or less shall result in no advancement on the salary guide.

B. Sick Leave

1. Sick leave is defined to mean the absence of any person from his or her post of duty because of personal disability due to illness or injury or because of exclusion from school by the school district's medical authorities as a result of contagious disease or by being quarantined for disease in the immediate household.
2. Sick Leave Allowance
 - a. Ten (10) month, five (5) days per week employees: ten (10) days per year (July 1 to June 30). Twelve (12) month, five (5) days per week employees: twelve (12) days per year (July 1 to June 30). Ten (10) month, less than 5 days per week; prorated portion of ten days, based on the percentage of a five day week they work. Twelve (12) month, less than five (5) days per week employees: prorated portion of twelve days, based on the percentage of a five day week they work.
 - b. All unused days shall accumulate without limit for use in future years. Accumulated days earned while working in a position with fewer than a full day's work hours shall count only for the number of hours worked at the time earned, if the employee moves to a full work day position.

- c. Nothing in this act shall affect the right of the Board of Education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave. The legal provision guarantees ten days sick leave per year, this allowance is expanded by local Board of Education policy permitting additional absence for other reasons with limitations as specified in the personal leave policy.
 3. Schedule of Pay Deductions - When absences exceed the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each month's salary less the pay of a substitute if a substitute is employed or the estimated cost of a substitute if none is employed for such length of time as may be determined by the Board of Education in each individual case.
 4. Physician's Certificate - In case of extended illness or illness requiring the services of a physician, it is recommended that a physician's certificate be attached to the absence report.
 5. The Board secretary will provide to each employee a statement of the number of days sick leave accumulated as of September 1st.
- C. Personal Leave: Absence without deductions from "sick leave" days will be granted as follows:
 1. Up to five days for death in the "immediate family" without deduction of pay. By "immediate family" is meant spouse, child or parent.
 2. Up to three days when necessary for death of brothers or sisters, grandparent or grandchild without deduction of pay.
 3. Up to two days when necessary for death of mother-in-law or father-in-law without deduction of pay. One day when necessary for the death of siblings-in-law and children-in-law.
 4. Up to three days per school year for other reasons without deduction of pay with the following provisions:
 - a. A minimum of 24 hours notice should be given whenever possible to the Superintendent.
 - b. No more than one person per job title (as listed in Article 1, "Recognition") per school building will be granted personal leave on a particular day except on approval of the Superintendent.

- c. Unused personal leave days coming under this category will be transferred to sick leave and accumulated in addition to those permitted under section B of this agreement.
 - d. Personal leave for part time employees will be prorated in the same way as sick leave is prorated.
 - 5. Teachers may take up to four additional days per school year with a deduction in the amount equivalent to the per diem rate of substitute pay for personal reasons.
 - 6. Full deduction (one two-hundredth of the annual contract salary) if absence is in excess of seven days for personal reasons granted under items 4 and 5.
- D. When an employee is absent for any reason not recorded in this policy and/or not excused or excusable under the provisions of this policy, full deduction (one two-hundredth of the annual salary or for twelve month support 1/240) will be made for each days' absence unless waived by vote of the Board of Education.
- E. Absence for Professional Reasons - No salary deduction will be made if an employee is absent for professional reasons such as attending a convention, conference or meeting, visiting schools, or on school business related to the teacher's work provided that approval has been given in advance by the superintendent.
- F. All teachers shall follow established procedure in notifying the "Substitute Registry".
- G. Payment for Unused Sick Leave
- 1. Effective July 1, 2004, any employee who retires according to the provisions of the TPAF/PERS in order to receive immediate benefits and not merely "deferred retirement" and has 10 years service in the Mansfield Township School District shall be eligible for payment for unused sick leave.
 - 2. All days accumulated in the Mansfield Township School District shall be eligible for reimbursement for teachers at the rate of \$60 per diem with an individual cap of \$7,300 and support staff at the rate of \$45 per diem with an individual cap of \$5,300. In the event of an eligible employee's death while in active service, the payment will be made to the employee's estate.
 - 3. The employee shall notify the Board of his/her intention to retire by January 1 to be eligible for the bonus to be paid on July 1. If the employee

notifies the Board after January 1, it may result in payment of the bonus the following year on July 1.

- H. Compensation for Extra-curricular Activities - Teachers shall be compensated at the rate of \$50.00 per activity for extra-curricular assignments and functions that have prior approval from the chief school administrator. Tutoring, home instruction and curriculum work shall be paid at the rate of \$40 per hour.

ARTICLE 6
POLICIES RELATING TO PROFESSIONAL NEGOTIATIONS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities:
1. To direct employees of the school district.
 2. To fire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees.
 3. To maintain the efficiency of the school district operations entrusted to them.
 4. To determine the methods, means and personnel by which such operations are to be conducted.
 5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. An Association-Board Negotiations Committee will be composed of:
1. Members designated by the local educational Association; not to exceed seven members.
 2. Three representatives of the Board of Education, approved by its president; not to exceed five members.
 3. The representative groups will each bear their own costs or expenses incurred in recording proceedings or happenings that transpire during any meetings. The Association-Board Negotiations Committee shall be

created to conduct negotiations in good faith on matters of salaries, personnel policies and fringe benefits.

- C. The duties of the Superintendent shall be to convene meetings of the Association-Board Negotiations Committee which are mutually acceptable.
- D. Those employees involved in negotiations or arbitration during school time will not be responsible for costs of substitutes during the school hours. The Board committee and the Association committee will mutually agree on the time of meeting.
- E. Facts, opinions, proposals and counterproposals will be exchanged freely during the meetings. Proposals on matters of salaries, personnel policies and fringe benefits for the following school year shall be presented by the Association-Board Negotiations Committees.
- F. The above procedures do not preclude the Association representatives from carrying on conversations with and resolving problems through the Superintendent.
- G. If the Association-Board Negotiations Committees are unable to agree, they shall, at the request of either party and with notification to the other party, declare that an impasse has been reached and submit the matter to the New Jersey Public Employment Relations Commission.
- H. The employee and/or Association organization shall not invoke any type of sanctions or pressure tactics that would disrupt the orderly process of the negotiations procedure.
- I. The Association organization will submit upon request a current list of their members whom they are representing. The Board will decide if there are administrative officers they do not desire to have represented by the Association organization.
- J. Organizational activity shall be restricted to after school hours. The employees may use the facilities of the teachers' room for such activities. Use of other school facilities may be granted with the approval of the Superintendent. The use of bulletin boards should be restricted to the Faculty Room and the school communication system used only with approval of the Superintendent.

ARTICLE 7 GRIEVANCE PROCEDURE

- A. Purpose: - It is the purpose of this procedure that all grievances be resolved informally or at the earliest stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of

discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance procedure.

B. Definitions - The term "grievance" means a claim by any party that, as to him, there has been an inequitable or improper application, interpretation or violation of this agreement and/or administrative decisions affecting the teacher. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure to or refusal of the Board to renew a contract of a non-tenure employee.
2. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education.
3. In matters where the Board is without authority to act.
4. In matters involving the sole and unlimited discretion of the Board.
5. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to teachers or employees under provisions of State Law.

The term "employee", where applicable, shall mean all certificated personnel and all support staff employees under Board employ excluding the Superintendent, child study team (psychologist, social worker, learning consultant) and supervisory personnel. The term "representative" shall include an organization, agency or person authorized or designated by the local association, the majority representative of the bargaining unit, or by the Board to act on its or their behalf and to represent it or them.

The term "party", besides meaning an aggrieved employee, shall include the Board and the Association.

C. Procedure

1. An aggrieved party shall institute action under the provisions hereof within 20 calendar days of the occurrence. Failure to act within the 20 day period shall be deemed to constitute abandonment of the grievance.
2. In the presentation of the grievance, the party shall have the right to present his own appeal or to designate a representative to appear with him or for him in his appeal.

3. Whenever a party appears with a representative, the Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure.
4. The Grievance Procedure shall be as follows:
 - a. Level One - A party shall first discuss his grievance orally with the Superintendent. A decision shall be rendered within five (5) working days of said discussion.
 - b. Level Two - If the grievance is not resolved to the party's satisfaction or if no decision has been rendered, the party shall submit his grievance to the Superintendent in writing within ten (10) working days specifying:
 - 1) The nature of the grievance.
 - 2) The results of the previous discussion.
 - 3) The basis of his dissatisfaction with the determination.
 - 4) The redress sought by the aggrieved party.

The Superintendent shall give his decision in writing within ten (10) working days of receipt of the written grievance.

- c. Level Three - The Grievant may appeal to the Board of Education within ten (10) days if dissatisfied with the decision of the Superintendent as prescribed in Level 2. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - 1) The writing set forth in Level Two.
 - 2) A further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's decision.

This data shall be submitted to the president of the Board of Education. The Board shall review the grievance and hold a hearing with the employee(s) and/or representative(s), if requested, within thirty (30) days. The president of the Board of Education shall notify the aggrieved employee and the Superintendent in writing of the Board's disposition of the grievance with five (5) working days after said hearing.

In the event the aggrieved party or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within ten (10)

days after receiving the statement, refer the grievance to advisory arbitration. If both parties cannot mutually agree upon a third party, they will call upon and abide by the rules and regulations of the American Arbitration Association to make such appointment.

ARTICLE 8 TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- B. A teacher shall be given a copy of his rating or any other written evaluation of his work prepared by his supervisor at least one (1) day before any conference to discuss it. The teacher shall have the right to discuss such rating or evaluation with his supervisor, shall sign the evaluation and have the right to affix comments thereto.

ARTICLE 9 PERSONAL FILES

Each employee has the right to personally inspect his or her personal file upon written notice to the Superintendent. Such inspection must be conducted in the office of the Superintendent; under no circumstances can any materials be removed from the file without the express written permission of the Superintendent. Such permission to inspect will be granted by the Superintendent giving due consideration to the time of such request with a minimum of twenty-four hours notice to inspect.

ARTICLE 10 SEPARABILITY

If any provision of this agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of the agreement shall continue in effect.

ARTICLE 11 TUITION REIMBURSEMENT

- A. Tuition reimbursement will be made for graduate courses related to the teacher's professional responsibilities.
- B. Courses must be offered by an accredited college and approved by the Superintendent.

- C. Reimbursement for teachers shall be \$275 per semester hour to a maximum of six semester hours per school year and six semester hours per summer session. The maximum individual reimbursement for a school year is \$3,500.
- D. The district-wide maximum per year is \$12,000.00. Reimbursement shall occur in June. If there are more eligible credits submitted than can be covered by the district-wide cap of \$12,000, reimbursement per credit shall be reduced proportionately so that all eligible credits will receive an equal dollar payment.
- E. Should a teacher accrue more hours than the maximum allowable in a given year, the balance may be included for reimbursement in the following year.
- F. No reimbursement shall be made for semester hours taken through a program for which an employee receives a subsidy from other sources.
- G. For matters of reimbursement, no more than two courses with a grade of "C" or less will be accepted.

ARTICLE 12
DUTY-FREE LUNCH

Each teacher is entitled to a duty-free lunch period in accordance with state statute.

ARTICLE 13
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2007, and shall remain in full force and effect to and including June 30, 2010.

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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR President, Secretary, Representative Members, as the case may be, to sign, seal and deliver same on this _____ day of _____, 2007.

ATTEST: MANSFIELD TOWNSHIP BOARD OF EDUCATION

Board Secretary

Board President

Representative Member

Representative Member

ASSOCIATION MANSFIELD TOWNSHIP EDUCATION

Association Secretary

Association President

Representative Member

Representative Member

APPENDIX A-1
TEACHER SALARY GUIDE
2007-2008

STEP	STEP	BA	BA+9	BA+18	BA+27	MA
06-07	07-08		400	800	1200	1600
***	1	44599	44999	45399	45799	46199
1	2	44799	45199	45599	45999	46399
2	3	45007	45407	45807	46207	46607
3	4	45214	45614	46014	46414	46814
4	5	45854	46254	46654	47054	47454
5	6	46640	47040	47440	47840	48240
6	7	47990	48390	48790	49190	49590
7	8	49879	50279	50679	51079	51479
8	9	51770	52170	52570	52970	53370
9	10	53660	54060	54460	54860	55260
10	11	55550	55950	56350	56750	57150
11	12	57440	57840	58240	58640	59040
12	13	59332	59732	60132	60532	60932
13	14	61221	61621	62021	62421	62821
14	15	63234	63634	64034	64434	64834
15	16	65153	65553	65953	66353	66753
16	17	69905	70305	70705	71105	71505
17/18	18	74656	75056	75456	75856	76256

APPENDIX A-2
TEACHER SALARY GUIDE
2008-2009

STEP	STEP	BA	BA+9	BA+18	BA+27	MA
07-08	08-09		500	1000	1500	2000
***	1	46231	46731	47231	47731	48231
1	2	46431	46931	47431	47931	48431
2	3	46631	47131	47631	48131	48631
3	4	46846	47346	47846	48346	48846
4	5	47510	48010	48510	49010	49510
5	6	48323	48823	49323	49823	50323
6	7	49722	50222	50722	51222	51722
7	8	51679	52179	52679	53179	53679
8	9	53639	54139	54639	55139	55639
9	10	55597	56097	56597	57097	57597
10	11	57555	58055	58555	59055	59555
11	12	59514	60014	60514	61014	61514
12	13	61473	61973	62473	62973	63473
13	14	63431	63931	64431	64931	65431
14	15	65516	66016	66516	67016	67516
15	16	67505	68005	68505	69005	69505
16	17	72428	72928	73428	73928	74428
17/18	18	77352	77852	78352	78852	79352

APPENDIX A-3
TEACHER SALARY GUIDE
2009-2010

STEP	STEP	BA	BA+9	BA+18	BA+27	MA
08-09	09-10		600	1200	1800	2400
***1/2	1	48221	48821	49421	50021	50621
3	2	48421	49021	49621	50221	50821
4	3	49106	49706	50306	50906	51506
5	4	49947	50547	51147	51747	52347
6	5	51393	51993	52593	53193	53793
7	6	53416	54016	54616	55216	55816
8	7	55441	56041	56641	57241	57841
9	8	57465	58065	58665	59265	59865
10	9	59489	60089	60689	61289	61889
11	10	61513	62113	62713	63313	63913
12	11	63539	64139	64739	65339	65939
13	12	66821	67421	68021	68621	69221
14	13	70103	70703	71303	71903	72503
15	14	73385	73985	74585	75185	75785
16	15	76667	77267	77867	78467	79067
17/18	16	79951	80551	81151	81751	82351

APPENDIX A-4
TEACHER SALARY GUIDE STEP MOVEMENT

The parties have compressed the salary guide in 2009-2010. The following shows the movement of a teacher each of the three years of this Agreement from the step he or she was on in 2006-2007.

<u>06-07</u> STEP		<u>07-08</u> STEP		<u>08-09</u> STEP		<u>09-10</u> STEP
					NEW	1
			NEW	1	→	1
	NEW	1	→	2	→	1
1	→	2	→	3	→	2
2	→	3	→	4	→	3
3	→	4	→	5	→	4
4	→	5	→	6	→	5
5	→	6	→	7	→	6
6	→	7	→	8	→	7
7	→	8	→	9	→	8
8	→	9	→	10	→	9
9	→	10	→	11	→	10
10	→	11	→	12	→	11
11	→	12	→	13	→	12
12	→	13	→	14	→	13
13	→	14	→	15	→	14
14	→	15	→	16	→	15
15	→	16	→	17	→	16
16	→	17	→	18	→	16
17	→	18	→	18	→	16
18	→	18	→	18	→	16

APPENDIX B
HOURLY RATES FOR SUPPORT STAFF
2007-2008, 2008-2009, and 2009-2010

Aides and Cafeteria Workers will receive annual increases of 5.5% each year with the following minimum salaries.

2007-2008	\$10.55 per hour
2008-2009	\$11.13 per hour
2009-2010	\$11.74 per hour

Custodians will receive annual increases of 5.5% each year with the following minimum salaries.

2007-2008	\$13.19 per hour
2008-2009	\$13.92 per hour
2009-2010	\$14.69 per hour

Secretaries will receive annual increases of 5.5% each year with the following minimum salaries.

2007-2008	\$14.24 per hour
2008-2009	\$15.02 per hour
2009-2010	\$15.85 per hour