

MILLVILLE BOARD OF EDUCATION

MILLVILLE, NEW JERSEY

AGREEMENT

Between

MILLVILLE BOARD OF EDUCATION

And

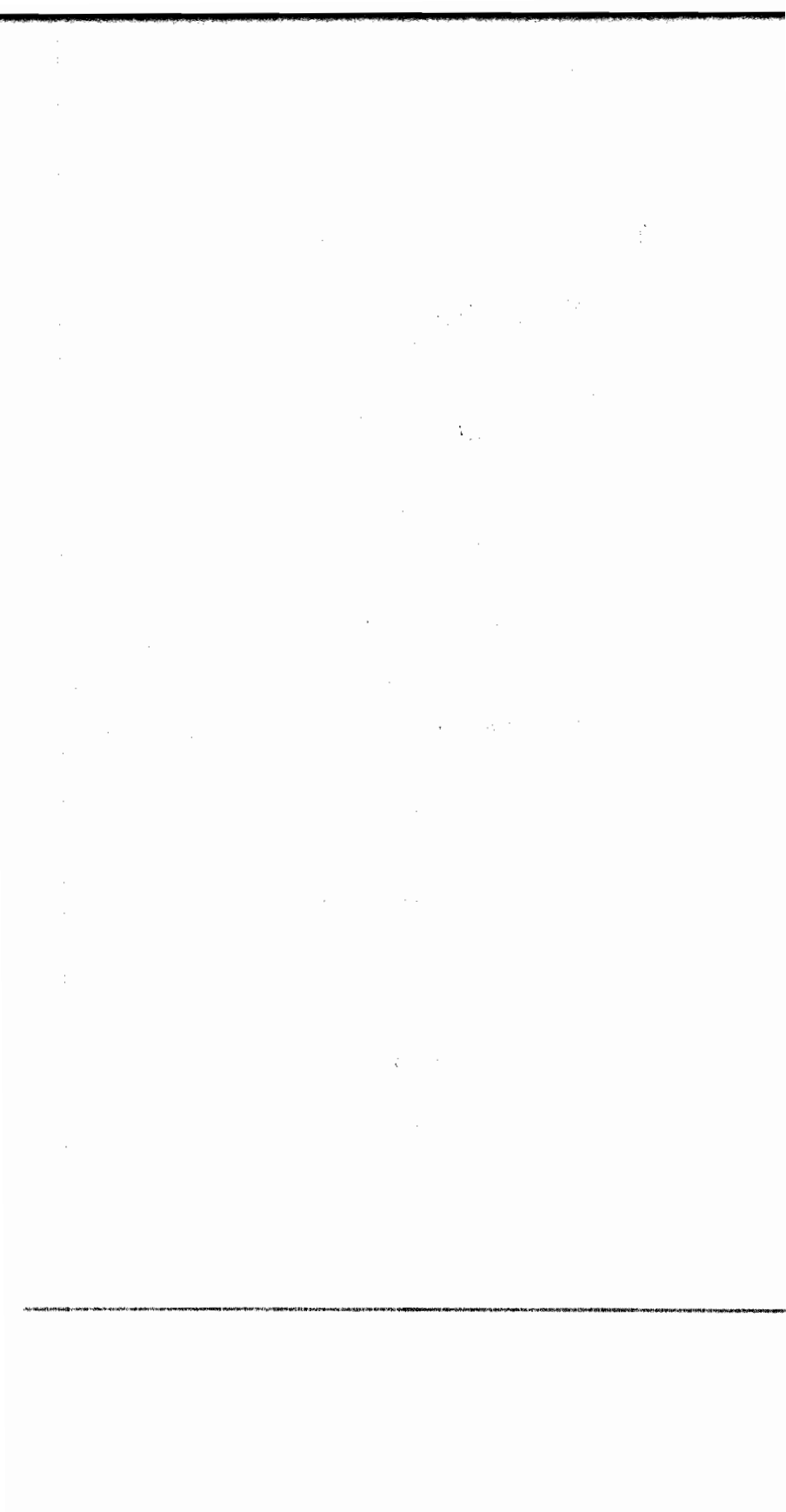
MILLVILLE EDUCATION ASSOCIATION

Effective Date

July 1, 1994

through

June 30, 1997



INDEX

M E A AGREEMENT

Assignments, Reassignments & Transfers.....	17-18
Consultation.....	11
Duration of Agreement.....	34-35
Education Advisory Council.....	20-21
Evaluation of Students.....	12
Evaluation - Teachers.....	18-19
Extra Curricular Activities.....	12-13
Grievance Procedure.....	4-7
Grievance Sample Form - Appendix G.....	43
Insurance.....	26-27
Leaves of Absence/Sick Leave/Personal Days/Maternity.....	24-25
Miscellaneous Provisions.....	29-31
Negotiation of Successor Agreement.....	2-3
Non-Teaching Duties.....	13
Preamble.....	1
Professional Improvement - Reimbursement.....	16
Recognition Agreement.....	1-2
Retirement Bonus.....	31-32
Rights of the Parties.....	7-9
Sabbatical Leave.....	28-29
Salaries.....	14-16
Salary Guide.....	36-43
Schedule A.....	36-38
Schedule D.....	39
Schedule E.....	40-41
Schedule F.....	42
Teacher/Administration Liaison.....	26
Time Requirements.....	10-11

PREAMBLE

This agreement entered into this 1st day of July, 1994, by and between the Board of Education of Millville, hereinafter called the "Board" and the Millville Education Association hereinafter called the "Association".

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

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

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

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

RECOGNITION AGREEMENT

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

Classroom Teachers
Librarians
Nurses
Special Teachers in the fields of Art, Reading, Music, and
Physical Education
Learning Disability Specialists
Reading Specialists
Speech Therapists
Visiting Teachers and Social Workers
Compensatory Education Teachers
Part Time Teachers
Security Aides
Library Aides
Classroom Aides
Principal Clerk w/knowledge of Typing
Principal Clerk w/knowledge of Shorthand

Senior Accounting Clerk
Senior Clerk Typist
Computer Operator
Clerk Stenographer
Accounts Clerk
Registrar Clerk
General Office Personnel
Administrative Clerk Data Processing

but excluding:

Superintendent
Assistant Superintendents
Directors
Administrative Assistants
Business Manager
Principals
Assistant Principals
Department Chairperson(s)
Supervisors
Guidance
Secretary to the Superintendent
Secretaries to Director of Personnel and Administrative Assistant in
charge of Curriculum
Secretary to the Board Secretary
Secretary in charge of District Payroll

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

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

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

2:1 DEADLINE DATE

2:1.1 The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of unit members' employment. The parties shall commence negotiations on a successor Agreement in accordance with the provisions of Chapter 123, P.L. of NJ.

Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

2:2 Any Agreement so negotiated shall be submitted for ratification by the Association and approval by the Board. If ratified and approved, it shall be signed by the parties.

2:3 The Board agrees that representatives designated or selected by public employees for the purpose of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in a election conducted by the Commission as authorized by Chapter 123 shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members so long as (a) the majority representative is informed of the meeting; (b) any changes covered by the agreement of modifications in terms and conditions of employment are made only through negotiations with the majority representative; and (c) a minority organization shall not present or process grievances.

2:4 The Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

2:5 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.

2:6 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 A "grievance" shall mean a complaint by a unit member or members that there has been a personal loss, or injury because of a violations, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting the unit member(s). A grievance to be considered under this procedure must be initiated by the unit member within twenty-eight (28) calendar days from the time when the member(s) knew or should have known of its occurrence for formal filing in accordance with Para. 3:5 or be considered as waived.

3:2 PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3 PROCEDURE

3:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:3.2 It is understood that unit members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any implementation thereof shall have been fully determined.

3:3.3 EXTENSION OF TIME

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

3:4 LEVEL ONE

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

3:5 LEVEL TWO (Commencement of Formal Procedure)

A grievant shall set forth the grievance in writing to the principal or immediate supervisor specifying: (a) nature of the grievance; (b) date of occurrence; (c) basis of grievance; and (d) redress sought. The principal or immediate supervisor shall communicate a decision in writing to the grievant within seven (7) calendar days of receipt of the written grievance.

3:6 LEVEL THREE

The grievant, no later than seven (7) calendar days after the receipt of the principal's or immediate supervisor's decision, or fourteen (14) calendar days after filing at Level Two, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate supervisor as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days from receipt of the grievance. The Superintendent shall communicate a decision in writing to the member and the principal.

3:7 LEVEL FOUR

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

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

3:8 LEVEL FIVE

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

- 3:8.1 Any matter for which a method or review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- 3:8.2 Dismissal or failure to renew the contract of a non-tenure unit member.

- 3:8.3 A complaint by a certified staff member occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3:8.4 If the unit member is dissatisfied with the decision of the Board of Education and only if the grievance pertains to a violation of this Agreement between the Board and the Association, the unit member may request the appointment of an arbitrator. Such request to be made known to the Superintendent by certified mail, receipt returnable, no later than fifteen (15) calendar days after the decision, in writing, of the Board.
- 3:8.5 Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal until after the grievance procedure has been exhausted. This paragraph is not to be construed as a waiver of entitled legal rights.
- 3:8.6 Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.
- a. A joint request shall be made to P.E.R.C. to submit a roster of persons qualified to function as arbitrator in the dispute in question.
 - b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request P.E.R.C. to submit a second list.
 - c. If the parties are unable to agree, within fourteen (14) calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. may be requested by either party to designate an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. The findings of the arbitrator shall be binding upon the parties.

3:9 COST OF ARBITRATION

- 3:9.1 Each party shall bear the total cost incurred by themselves.
- 3:9.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

3:9.3 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay.

3:10 MISCELLANEOUS

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

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

a. Grievant shall submit such copies simultaneously to the recipient designated in the grievance procedure and to the Association's President.

3:10.2 A sample for filing grievances is attached herewith.

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

ARTICLE 4

RIGHTS OF THE PARTIES

4:1 Pursuant to Chapter 123, Public Laws of 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any unit member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States.

4:1.1 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees thereunder shall be deemed to be in addition to those provided elsewhere.

4:2 Just Cause Language

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and midcontract discharges consistent with the law, but shall not include the non renewal of a non tenured teaching staff member for performance related reasons.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations and shall generally be applied in a progressive fashion. All discipline shall be applied in a non-discriminatory fashion.

- 4:3 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and the approval has been granted by the appropriate administrator. Such approval shall not be withheld unreasonably.
- 4:4 The Association or its representatives shall have the right to use school facilities at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.
- 4:5 The Association shall have in each school building, the exclusive use of a bulletin board in each employee lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Association meeting notices.
- 4:6 The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities.
- 4:7 Referring to paragraphs 4:4, 4:5, and 4:6, the official stamp of the Association, or signature of an Association officer, shall appear on all posted items.
- 4:8 **REQUIRED MEETINGS OR HEARINGS**

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

4:9 **CRITICISM OF UNIT MEMBERS**

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

4:10 **ASSOCIATION IDENTIFICATION**

4:10.1 Unit members may wear pins or other identification of membership in the Association or its affiliates provided such pins are in good taste.

4:11 **INFORMATION**

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

4:12 **LEAVE FOR ASSOCIATION PRESIDENT**

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

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

4:13 **EXCLUSIVE RIGHTS**

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

ARTICLE 5

TIME REQUIREMENTS

- 5:1 As a professional, a teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. Classroom aides' work day shall be the same as the teachers' work day. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. The school day for teachers shall not exceed seven (7) hours and five (5) minutes, except where, as a part of their professional responsibility, teachers are required to attend department and other professional staff meetings designed to provide meaningful professional growth or clarify school business in general.
- 5:1.1 Security aides and library aides' work day shall be eight (8) hours/day plus a one-half (1/2) hour lunch period.
- 5:1.2 All clerical members of the Association shall work a thirty-five (35) hour week at places and times determined by the Board.
- 5:1.3 Summer hours in school offices shall be 7 1/2 hours per day, inclusive of one (1) hour for lunch. These hours shall be in effect one (1) week after the closing of school and continue until two (2) weeks prior to the opening of school.
- 5:1.4A In the event of emergency closings on declared snow days, at the Superintendent's discretion, 12 month support staff shall not be required to report to work and shall suffer no loss in pay.
- 5:1.4B When schools operate on a shortened day before a vacation, secretarial staff working on a staggered schedule shall be required to work the same number of hours. All school offices shall remain open until 1:30 p.m.
- 5:1.5 Teachers may be required to remain after the end of the time set forth in 5:1 without additional compensation for the purpose of attending faculty or other professional meetings three (3) times per month. Such meetings shall begin no later than fifteen (15) minutes following the end of the pupil day and shall run for no more than sixty (60) minutes; if additional time is needed, students shall be dismissed early. Teachers shall not be required to clock in and out by hours and minutes but shall indicate their arrival and their departure from the building by

initialing the appropriate column of the faculty sign-in/sign-out roster. Such roster shall be easily accessible to the teacher.

- 5:2 Teachers may leave the building during their scheduled duty-free lunch periods provided they have notified the school office and initialed the appropriate column in the faculty sign-in/sign-out roster.
- 5:3 In general and except under emergency conditions required attendance at faculty meetings will not occur on Fridays or days preceding a holiday.
- 5:4 Elementary classroom teachers shall be granted preparation time during the time a specialist in the fields of art, music, physical education, or library sciences is in charge of their class. The Board, will, therefore, make reasonable effort, to the extent possible, to secure specialist substitutes for special teachers absent 1/2 day or more because of sick or personal leave.
- 5:5 The teachers' and aides' in-school work year shall not be in excess of one hundred eighty-seven (187) school days required attendance, for the 1994-1997 school years, five (5) days of which are designated as snow days and shall be eliminated from required attendance if unused. Teachers newly employed may be required to attend an extra four (4) days for orientation.
- 5:6 The individual teaching contract for non-tenured personnel shall contain a thirty (30) days notice clause in the event of termination by either of the parties.
- 5:6.1 Should a Reduction in Force (R.I.F.) occur - aides shall have seniority rights according to years of service in their specific work category as determined by the individual job description up to a period of two (2) years.
- 5:6.2 Aides/Secretaries with seniority rights according to years of service in their specific work category will receive first consideration of vacancies in said work category. Final decision rests with the Board of Education.

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ARTICLE 6

CONSULTATION

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

ARTICLE 7

EVALUATION OF STUDENTS

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

No grade or evaluation shall be changed without giving the involved teacher or teachers a written notification which delineates the specifics of the change subject to the limitations of 19:2.2.

ARTICLE 8

EXTRACURRICULAR ACTIVITIES

- 8:1 The Board and the Association agree that the extracurricular activities listed in Schedules B and C are educationally worthwhile. Therefore, the Association agrees that for the salary considerations set forth herein the Board, in the absence of sufficient applications sufficient to fill all positions, may assign faculty members to fill said positions. Further, that the refusal of a faculty member to accept the assignment by the Board shall constitute a breach of this Agreement and the employment contract of the individual teacher, thereby subjecting the individual to disciplinary action by the Board.

8:2 SALARY AND OTHER COMPENSATION

Salaries for extracurricular activities shall be compensated in accordance with the rate of pay set forth in Appendixes B and C.

- 8:3 Applications for the vacant positions in the extracurricular matrix shall be open to all certificated personnel employed by the Millville Public Schools.
- 8:4 Coaches who use their own automobiles in the performance of their duties, including scouting, shall be reimbursed for all such travel at the rate provided in Article 10:6.

- 8:5 Half credit for experience shall be given when employing staff members for vacancies occurring in positions covered by Schedules B and C providing such prior experience shall have been in the same field as the new assignments herein covered.
- 8:6 Individuals will not assume duties under this contract unless employed in writing.
- 8:7 The Board reserves the right to delete positions from or add positions to the Schedules B and C matrices or to transfer personnel from one school to another where such transfer is indicated.

ARTICLE 9

NON-TEACHING DUTIES

- 9:1 The Millville teachers shall not be required to perform the following duties:
- a. Cafeteria supervision, traffic direction and playground supervision at lunchtime shall not be required by teachers in the elementary school. In addition, teachers and Millville Senior High School and Memorial High School shall not be required to supervise traffic direction in the parking lot.
 - b. Collection of money from students except as prescribed in the Staff Guide.
- 9:2 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and the Board will endeavor to substitute professional assignments for non-teaching duties in progressive stages. The Board's intent shall not constitute a subject for grievance.
- 9:3 **TRANSPORTING STUDENTS**
- 9:3.1 Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance written approval of the principal or immediate supervisor. Reimbursement of expenses incurred by the teacher in using their own automobile will be as provided in Article 10:6

Nurses and social workers will continue to transport students at the discretion of the administration and will be paid approved mileage.

ARTICLE 10

SALARIES

10:1 Salaries of all teachers covered by this Agreement are as set for in Schedules A-F shall be:

A = Teachers

B1=Interscholastic Athletics

B2=Fine Arts

B3=Clubs and Intramurals

C = Team leaders/Indirect student contact

D = Aides

E = Secretaries

F = Part Time

10:2 METHOD OF PAYMENT

10:2.1 Each unit member employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. Pay date for all twelve (12) month unit members shall be semi-monthly and consistent with other bargaining units.

10:2.2 Unit members may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in an account in the unit member's name.

10:3 Payday shall be scheduled on the 15th and 30th of each month. When a payday falls on or during a school holiday, vacation, or weekend, unit members shall receive their pay checks on the last previous working day.

10:4 Ten (10) month unit members shall receive their final checks on the last working day in June.

10:5 Automatic Payroll Deductions for the Cumberland County Teacher Federal Credit Union (CUMCO) will be provided for those employees requesting same.

10:6 Teachers who may be required to use their automobiles in the performance of their duties, including home instruction, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate approved for deduction by the Internal Revenue Service, as set forth in its most recently published rate for each increase during the three year contract.

10:7 The hourly rate for home instruction shall be set at:

1994-1995	\$19.00/hr
1995-1996	\$20.00/hr
1996-1997	\$21.00/hr

10:7.1 Any teacher required to do professional work during the summer shall be paid at their per diem salary; this does not include summer school teachers.

10:8 In order for credits for teachers to be counted toward a change in salary classification beyond the Bachelor's Degree, teachers courses must carry graduate credit. (Exception: All personnel who have achieved a salary classification prior to the 1977-78 school year shall maintain said classification).

10:8.1 In order to qualify for a change in salary classification, personnel must submit a transcript indicating successful completion of the course or courses taken. For purposes of this provision successful completion shall mean a grade of "C" in no more than nine (9) credits, while all other grades for this provision must be a "B" or better. Personnel must notify the Superintendent of Schools in writing no later than September 1, of the school year said change is to become effective. An extension of up to thirty (30) days may be granted for teachers who have taken courses during the summer session and have not received their transcript. However, affected teachers shall submit to the Superintendent evidence of having taken summer session courses in order to qualify for the extension. This provision is effective as of September 1, 1977, and applies only to courses completed after said date.

10:9 New secretarial employees may be granted up to three (3) years of out of district comparable work experience credit, granting one-half (1/2) year's credit for each such year to six (6) years.

10:9.1 Stipends to be paid to support staff for work related credits obtained over and above high school requirements:

15	credits	\$50
30	credits	\$100
45	credits	\$125
AA	degree	\$150

10:10 Any secretarial employee who is required to work beyond the normal work day for his/her classification, by the Superintendent of Schools, or his designee, shall be compensated by compensatory time off or cash at the regular rate between thirty-five (35) and forty (40) hours and time and one-half for all time over forty (40) hours.

10:11 Ten (10) month secretaries are paid for forty-five (45) weeks annual salary. However, should they be required to work beyond the normal contracted period, with the Superintendent's approval, they shall be paid on a pro-rated basis of their annual salary.

10:12 Longevity pay for teachers will be as follows:

For 30 years or more of service \$1000
For 35 years or more of service \$500 additional

10:13 Longevity pay for in-district service to the Board for Secretaries and Aides will be added to the base salary annually as follows:

	<u>1994-1995</u>	<u>1995-1997</u>
After 10 years through 14 years	\$200	\$300
After 15 years through 19 years	\$300	\$400
After 20 years	\$400	\$500

ARTICLE 11

PROFESSIONAL IMPROVEMENT

11:1 The Board recognizes that it shares with its staff responsibility for the upgrading and updating of education performance and attitudes. The Board and the Association support the principle of continuing training of the staff and the improvement of job performance and instruction.

11:2 To work toward the end stated above, the Board agrees to implement the following:

11:2.1 To pay the full cost of six (6) credits in any one school year, taken beyond the required Non-Degree Certification or the Bachelor's Degree with the approval of the Superintendent. A school year for credit purposes shall be defined as the period between September 1 and August 31.

11:2.2 To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by unit members who attend workshops, seminars, conferences, inservice training sessions or other such sessions with the prior written approval of the Superintendent and the Board where policy so requires.

11:3 For Support Staff to be eligible for reimbursement, courses taken must be related to the improvement of the employee's work skills.

ARTICLE 12

ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

12:1 ASSIGNMENTS

- 12:1.1 Teachers presently employed shall be given notice of tentative class and/or subject assignments and building assignments for the forthcoming year not later than the last day of June.
- 12:1.2 Prior to April 30th of each year, non-tenure teachers shall receive notification of the Board's intention to renew or not to renew their contracts for the ensuing year. Such notice will be issued in writing by the office of the Superintendent.
- 12:1.3 Teachers shall return proffered contracts, signed or unsigned, to the Board two weeks after the contracts have been issued to the teachers.
- 12:1.4 The Superintendent shall make every effort to assign all newly appointed teachers to their specific positions within that subject area and/or grade level for which the Board has approved the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

12:1.5 TEACHER TRANSFER AND/OR REASSIGNMENT - VOLUNTARY

- 12:2.1 During the school year, the Superintendent shall post, in all school buildings, notifications of vacancies and job requirements for positions as they occur. Copies of all job postings will be sent to the Association President on a twelve (12) month basis. Such notification shall be given to the Association President fifteen (15) days prior to the deadline date, unless the Superintendent shall determine that a need exists to fill the vacancy more rapidly than the fifteen (15) day notice would permit.
- 12:2.2 Teacher requests for reassignments shall be submitted in writing, via the principal, to the Superintendent of Schools.
- 12:2.3 In the determination of requests for voluntary teacher reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. It will be the policy of the Board to make all transfers within the system effective September 1st, in order to avoid disrupting existing classes. However, if it is practical to effect transfers during the school year without excessive disruption of the school system, transfers shall be made at any time upon the recommendation of the Superintendent and approval of the Board. If interim appointments are deemed to be necessary for the well-being of the school

system, such interim appointees shall not have prior consideration for the position the following September 1.

12:2.4 In the event that emergencies arise to bring about changes in schedules, class and/or subject assignment or building assignments after the last payday in June, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be reviewed between the Superintendent or his/her representative and the teacher affected.

12:3 TEACHER TRANSFER AND/OR REASSIGNMENT - INVOLUNTARY

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

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

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

12:5 Any Support Staff or unit member may apply for an open position, whether it be promotional or transfer from one position to another.

ARTICLE 13

TEACHER EVALUATION

13:1 Supervisory reports are to be issued to non-tenured teachers at least four (4) times each year and to tenured teachers at least once (1) each year. Such reports shall be two narrative and two form.

13:2 At least once each year each principal, or his/her designee of equal rank, shall have a conference with each teacher, at which time the evaluation of the teacher shall be reviewed. The teacher shall sign the evaluation to indicate that he/she has read it. Such signature shall not indicate concurrence with the contents of the evaluation. All such evaluations shall be maintained in the teacher's personnel file.

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

ARTICLE 14

EDUCATIONAL ADVISORY COUNCIL

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

- 14:8 Meetings shall generally be held during evening hours, usually beginning at seven-thirty (7:30) p.m.
- 14:9 The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$300 annually to provide for expenditures related to the work of the council.

ARTICLE 15A

LEAVES OF ABSENCE - TEACHERS

15A:1 SICK LEAVE

- 15A:1.1 An employee is entitled to an annual leave of absence on account of personal illness for a period of fifteen (15) school days at full pay.
- 15A:1.2 If any person requires in any school year less than this specified number of days of sick leave with pay allowed, a maximum of twelve (12) days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- 15A:2 A maximum total allowance of five (5) days per year, which shall be deducted from the total fifteen (15) days granted for sick leave under provision 15:1 shall be granted for a combination of the following reasons, except that two (2) of the days for death in the immediate family, if required, shall not be deducted from the total days in 15:1.1 above.
- 15A:2.1 Death in the Immediate Family: Immediate Family shall be considered grandparent, parent, brother, sister, husband, wife, child, in-laws, grandchildren, or other relatives living with the family.
- 15A:2.2 Serious illness in Immediate Family: Immediate Family same as 15:2.1 above. Maximum days that may be used for this is three (3) days in any one year.
- 15A:2.3 Personal Days: An employee is entitled to an annual leave of absence on account of the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two (2) school days at full pay. Such leave of absence must receive prior approval by the Superintendent upon the written application of the employee.

15A:2.4 In the event of a special circumstance, a teacher may request in writing a compensatory day. Said request shall be submitted to the Superintendent of Schools at least three (3) days prior to the requested compensatory day and shall indicate the reason for the request. The Superintendent shall have the sole authority to grant or deny said request and this provision shall not be subject to the grievance procedure. The Superintendent shall determine the work or assignment which shall be performed in lieu of the compensatory day.

15A:3 SCHOOL BUSINESS

Permission may be granted by the Superintendent for teachers to attend meetings or conventions concerning school business and also to visit a designated school for not more than one (1) day each year without loss of pay.

15A:4 MATERNITY

15A:4.1 Disability leave for pregnancy and childbirth:

- a. During the period of the teacher's personal physical disability, she will be entitled to use paid sick leave provided herein for the duration of the disability or until her current and accumulated sick leave days are exhausted, whichever is earlier.
- b. A teacher anticipating a period of disability shall notify the Superintendent of the expected dates of the period of disability as soon as possible.
- c. For the purpose of this provision, a teacher will be presumed to be disabled for thirty (30) calendar days before and thirty (30) calendar days after childbirth. Should a claim be made for a longer period of disability, either before or after childbirth, such disability must be substantiated by a physician's certificate.
- d. Should the period of disability exceed the number of sick leave days to which the teacher is entitled, she will be placed on unpaid medical leave for the balance of the period of disability. This will not preclude the right of the teacher to petition the Board for an extension of sick leave.

15A:4.2 CHILD CARE LEAVE

- a. Child Care Leave without pay shall be granted to a teacher with a child less than four (4) months of age provided that application in writing is made at least sixty (60) days prior to such leave. Such leave will expire at the end of the current school year.

- b. Child Care Leave shall commence at the end of the period of physical disability provided in 15:4.2 above or at such other time as is agreed upon by the Board and the teacher.
- c. Notice that a teacher on leave intends to return to active duty must be given no later than April 1, of the prior school year.
- d. A teacher adopting an infant child up to two (2) years of age shall, upon his or her written request, receive a similar child care leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption. However, the two year age limit will not apply when the adoption agency which places an older child requires that one parent remain at home with the child for some period as a condition of adoption. All of the above procedures shall apply except that, if the teacher is not informed of the date of the receipt of the adopted child sixty (60) days in advance, the teacher will inform the Superintendent and submit the leave request as soon as he or she is informed.
- e. The teacher on unpaid leave may continue his/her insurance benefits, to the extent permitted by the terms and conditions of such insurance contracts and policies as shall be in effect between the Board and insurance providers, if he/she so chooses, and, in that event, will pay all premiums.

15A:4.3 Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which she/he actually returns from such leave) provided she/he has completed at least ninety (90) days or more of service to the district in the year in which the leave commences.

15A:4.4 The Board reserves the right to request a statement of health from said teacher's physician.

15A:4.5 In no case does he or she have the right to be reinstated without Board approval. A teacher under tenure who is granted a child-rearing leave may apply for and shall be granted an additional child-rearing leave of absence for a period of one year. The teacher will return as a tenured teacher.

15A:5 A teacher may apply for and the Board may grant a leave of absence without pay for good cause shown.

15:6 **JURY DUTY**

Any teaching staff member who is required to serve on jury duty during the school year shall suffer no loss in pay. The employee must make a documented effort to have the jury service deferred until the summer months or to be exempted from such service. Failure, on the part of the teaching staff member to make such effort shall result in a deduction of 1/200th of the teaching staff member's salary for each day of jury service. Any and all emoluments received for jury service, with the exception of mileage reimbursement, shall be turned over to the employer.

15:7 **FAMILY MEDICAL LEAVE ACT**

In accordance with the State and Federal Medical Leave Acts, all members who meet the specifications required by "the Acts" are eligible to receive all benefits of "the Acts".

ARTICLE 15B

LEAVE OF ABSENCE - SUPPORT STAFF

15B:1 **SICK LEAVE**

15B:1.1 Each employee of permanent status is credited with one (1) working day for sick leave for each month of service, or major fraction thereof during the first school year of employment and with twelve (12) days for ten (10) month employees, and fifteen (15) days for twelve (12) month employees for each school year thereafter.

15B:1.2 Any amount of sick leave allowance not used in any contract year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose. (Civil Service Rules: 4:1 - 17.16)

15B:1.3 Death in the immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child, mother-in-law, father-in-law and grandchildren or other relative living with the family.

15B:1.4 Illness in immediate family same as "3" above. Maximum days that may be used for this are three (3) days in any one (1) year.

15B:2 PERSONAL LEAVE

15B:2.1 All employees who have not completed one (1) year's service with the Board will be granted one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of two (2) days. After service of one (1) year or more, two (2) personal leave days in each fiscal year shall be granted.

Personal leave may be used for:

- (a) personal emergencies
- (b) observation of religious or other days of celebration
- (c) personal business
- (d) death in the immediate family
- (e) other personal affairs

15B:2.2 Requests for personal leave must be approved, in advance, by the administration. Personal leave may be scheduled in units of one-half (1/2) days or multiples thereof.

15B:3 SCHOOL BUSINESS

15B:3.1 Permission may be granted by the Superintendent for Support Staff to attend meetings or conventions concerning school business.

15B:4 MATERNITY CONVENIENCE AND CHILD REARING LEAVES

15B:4.1 An employee requesting such leave without pay shall make written application at least sixty (60) days prior to commencement of such leave and shall specify the anticipated return date on the initial application.

- a. Advise the administration at least sixty (60) days prior to return of such intention, or submit notice of resignation at such time.
- b. Prior to return from such leave supply district with medical certification of ability to resume job function.
- c. Maximum time for such leave shall be two (2) aggregate years.

15B:5 FAMILY MEDICAL LEAVE ACT

In accordance with the State and Federal Family Medical Leave Acts, all members who meet the specifications required by "the Acts" are eligible to receive all benefits of "the Acts".

ARTICLE 16

EMPLOYEE ADMINISTRATION LIAISON

16:1 BUILDING LEVEL COUNCIL

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

16:2 AREAS FOR BUILDING COUNCIL CONSIDERATION

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

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

16:3 MEETINGS WITH SUPERINTENDENT

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

ARTICLE 17

INSURANCE

17:1 The Board shall provide employee and dependent coverage at the rate of one hundred percent (100%) of the cost, Blue Cross, Blue Shield, Rider J, and Major Medical coverage for such staff who elect to have this coverage; as provided by the New Jersey State Health Benefits Plan. Effective 7/1/95, the Base Plan shall be: U.S. Health Care, Quality Point of Service, Liberty A, Patriot X.

17:2 For each unit member who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

- 17:3 The Board shall provide to each unit member up to and including the rate of "full family" a Blue Cross of New Jersey (or other carrier of Board's choice offering equal or better coverage) prescription drug plan. A \$5.00 deductible co-pay will be in force. Effective 7/1/95, the co-pay shall be \$7.00 Brand, \$3.00 Generic, \$0.00 Mail-In. Effective 6/30/97, the co-pay shall be \$10.00 Brand, \$5.00 Generic, and \$0.00 Mail-In.
- 17:4 The Board shall provide to each unit member a description of the health-care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.
- 17:5 The Board shall provide full family dental insurance through Blue Cross, DDN (or other carrier of the Board's choice offering equal to or better than coverage). A \$25.00 per person deductible up to \$75.00 per family per year shall be in force.
- 17:6 The Board shall provide full family optical insurance through Vision Service Plan C-3 (or other carrier of the Boards choice offering equal to or better than coverage). A \$20.00 per person deductible shall be in force.
- 17:7 Effective July 1, 1995, new unit members shall be eligible for single dental, prescription and vision benefits only, at Board expense. Should the new employee desire husband/wife, parent/child, or family coverage, he/she may purchase same through payroll deductions by paying the full cost of the difference between the prevailing single rate and the prevailing rate for the coverage desired, at the Board's group rate.
- 17:7.1 For employees hired subsequent to July 1, 1995, after two (2) years of successful employment in the District, the employee shall be eligible for family, dental, prescription and optical coverages, at Board expense.

ARTICLE 18

SABBATICAL LEAVE - TEACHERS

18:1 SABBATICAL LEAVE

A teacher may be granted "sabbatical leave" under the following conditions:

- 18:1.1 Must have completed seven (7) years service in the school district, the last four (4) years must have been consecutive.
- 18:1.2 Shall be reimbursed at the rate of half salary for a full year or full salary for one-half year.
- 18:1.3 Requests for sabbatical leave must be received by the Superintendent in writing on such forms as designated by the Board no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.
- 18:1.4 The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the district.
- 18:1.5 The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization. The above policy shall be waived for those persons engaged in a program leading to a Doctor's Degree.
- 18:1.6 Requests for sabbatical leave on a basis other than the criteria established herein shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.
- 18:1.7 Upon return from sabbatical leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

- 18:1.8 Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half (1/2) per year of service except in the case of death or total disability of the employee.
- 18:1.9 A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the Board upon completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the administration, shall be furnished by the individual during the leave period.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- 19:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
- 19:1.1 The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.
- 19:1.2 In the case of a strike, the Board may apply for an injunction against the Association.
- 19:1.3 The Association agrees that any strike is a breach of contract and that such an act removes all impediment from the permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.

- 19:2 The School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon them and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
- To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- 19:2.1 To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote; and transfer all such employees.
- 19:2.2 To establish student grades and course of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- 19:2.3 To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- 19:2.4 The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- 19:2.5 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
- 19:3 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 19:4 Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that unit members shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

- 19:5 It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- 19:6 The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or disability.
- 19:7 Copies of this Agreement shall be printed or mimeographed with each party sharing the costs equally. Copies will be distributed to the members of the bargaining unit promptly.
- 19:8 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Board at: P.O. BOX 5010
110 N. 3rd St.
Millville, N.J. 08332

To the Association at: P.O. BOX 544
Millville, N.J. 08332

ARTICLE 20A

RETIREMENT BONUS - TEACHERS

- 20A:1 Upon retirement or death while employed by the Millville School System, each teacher shall receive a payment for unused accumulated sick leave in accordance with the following formula:

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

- 20A:2 Payment of retirement bonus shall be made twelve (12) months after written notification of anticipated retirement. Waiver of this requirement shall only be made in extraordinary hardship cases which could not be anticipated. In the event of death of employee, payment will be paid to deceased's estate within twelve (12) months.

ARTICLE 20B

RETIREMENT BONUS - SUPPORT STAFF

- 20B:1 Upon retirement from the Millville School System, each Support Staff member shall receive a payment for unused accumulated sick leave in accordance with the following formula:
- 20B:1.1 Employees who retire after working ten (10) years in the Millville School System will be compensated for One Hundred (100%) Percent of their accumulated sick leave at a rate of Twenty-five (25%) Percent of the per diem rate times the total number of accumulated sick leave days.
- 20B:1.2 In order to be eligible for the retirement bonus specified in the above, an employee must have acquired at least fifty (50) days minimum of accumulative sick leave.
- 20B:1.3 Payment of retirement bonus shall be made twelve (12) months after written notification of anticipated retirement.
- 20B:1.4 **Sick Leave Pay to Members Estate** - In the event of the death of a unit member, the accumulated sick leave entitlement under point 20B:1 shall be paid to the estate of the deceased.

ARTICLE 21

AGENCY SHOP

21:1 **Agency Shop Fee**

In order to adequately offset the per capita cost of services rendered by the Millville Education Association as majority representative, the representation fee shall be eighty five (85) percent of the amount charged for regular membership dues, initiation fees and assessments by the Association to its own members.

21:2 **Deduction from Pay for Agency Shop Fee**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who has chosen not to become a full dues paying member of the Millville Education Association. The Association shall maintain a "demand and return" system.

21:3 **Forty Five Day Clause**

Within forty five (45) days of the onset or employment of non member, the eighty five (85) percent assessment fee shall be assessed retroactive to the first day of his or her employment.

21:4 **Limit on Collection of Fee**

Any non member leaving his/her position with the school system will be obligated to pay the representation fee only through the last day of the month for which he/she receives a salary.

21:5 **Indemnity Clause**

The Association will indemnify and hold the Board harmless against all claims and litigation brought against it by reason of its compliance with the provisions of this Article.

ARTICLE 22

VACATION SCHEDULES - 12 MONTH EMPLOYEES

22:1 Vacation allowances for twelve (12) month employees shall be as follows:

Under one (1) year	One (1) day per month
After one (1) year up to five (5) years	Twelve (12) days
After five (5) years up to twelve (12) years	Fifteen (15) days
After twelve (12) years up to twenty (20) years	Twenty (20) days
After twenty (20) years	Twenty-five (25) days

(Employment year is the fiscal year July 1 through June 30)

22:2 In lieu of required Civil Service vacations, ten (10) month secretaries are paid for Two Hundred Twenty-Five (225) days, however, actual work year is One Hundred Ninety-Five (195) days, (i.e., Forty-five (45) week pay times five (5) days/week equal Two Hundred Twenty-Five (225) days.

ARTICLE 23

DURATION OF AGREEMENT

23:1 This Agreement shall be in effect as of July 1, 1994 and shall continue in effect until June 30, 1997, subject to the following provisions:

23:1.1 This Agreement is in part subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.

23:2 In witness whereof, the parties hereto have caused this Agreement on the day and year (first) above written.

23:3 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This **ADDENDUM TO AGREEMENT** entered into this 1st day of July, 1994, between the Millville Board of Education and the Millville Education Association, do hereby mutually agree to the attached changes and additions to the present Agreement.

Millville Education Association

by Charles B. Hart
President

Attest: Judith Gray
Secretary

Millville Board of Education

by H. George Mitchell
President

Attest: W. L. ...
Secretary

APPENDIX A

TEACHER SALARY GUIDE

1994-95

STEP	BA	B+10	B+20	B+30	MA	MA+15	MA+30	MA+45	PHD	ND	ND+30	ND+60	ND+90
1	29000	29200	29400	29600	30200	30600	30800	31000	31400	28400	28550	28700	28850
2	29500	29700	29900	30100	30700	31100	31300	31500	31900	28900	29050	29200	29350
3	30000	30200	30400	30600	31200	31600	31800	32000	32400	29400	29550	29700	29850
4	31500	31700	31900	32100	32700	33100	33300	33500	33900	30900	31050	31200	31350
5	33200	33400	33600	33800	34400	34800	35000	35200	35600	32600	32750	32900	33050
6	35200	35400	35600	35800	36400	36800	37000	37200	37600	34600	34750	34900	35050
7	37200	37400	37600	37800	38400	38800	39000	39200	39600	36600	36750	36900	37050
8	39500	39700	39900	40100	40700	41100	41300	41500	41900	38900	39050	39200	39350
9	41500	41700	41900	42100	42700	43100	43300	43500	43900	40900	41050	41200	41350
10	43870	44070	44270	44470	45070	45470	45670	45870	46270	43270	43420	43570	43720
11	44600	44800	45000	45200	45800	46200	46400	46600	47000	44000	44150	44300	44450
12	45400	45600	45800	46000	46600	47000	47200	47400	47800	44800	44950	45100	45250
13	46400	46600	46800	47000	47600	48000	48200	48400	48800	45800	45950	46100	46250
14	48650	48850	49050	49250	49850	50250	50450	50650	51050	48050	48200	48350	48500

APPENDIX A

TEACHER SALARY GUIDE													
1995-1996													
STEP	BA	B+10	B+20	B+30	MA	MA+15	MA+30	MA+45	PHD	ND	ND+30	ND+60	ND+90
1	29500	29700	29900	30100	30700	31100	31300	31500	31900	28900	29050	29200	29350
2	30000	30200	30400	30600	31200	31600	31800	32000	32400	29400	29550	29700	29850
3	30500	30700	30900	31100	31700	32100	32300	32500	32900	29900	30050	30200	30350
4	32000	32200	32400	32600	33200	33600	33800	34000	34400	31400	31550	31700	31850
5	33700	33900	34100	34300	34900	35300	35500	35700	36100	33100	33250	33400	33550
6	35400	35600	35800	36000	36600	37000	37200	37400	37800	34800	34950	35100	35250
7	37200	37400	37600	37800	38400	38800	39000	39200	39600	36600	36750	36900	37050
8	39100	39300	39500	39700	40300	40700	40900	41100	41500	38500	38650	38800	38950
9	41100	41300	41500	41700	42300	42700	42900	43100	43500	40500	40650	40800	40950
10	43100	43300	43500	43700	44300	44700	44900	45100	45500	42500	42650	42800	42950
11	45100	45300	45500	45700	46300	46700	46900	47100	47500	44500	44650	44800	44950
12	47200	47400	47600	47800	48400	48800	49000	49200	49600	46600	46750	46900	47050
13	49300	49500	49700	49900	50500	50900	51100	51300	51700	48700	48850	49000	49150
14	51375	51575	51775	51975	52575	52975	53175	53375	53775	50775	50925	51075	51225

APPENDIX A

TEACHER SALARY GUIDE

1996-1997

STEP	BA	B+10	B+20	B+30	MA	MA+15	MA+30	MA+45	PHD	ND	ND+30	ND+60	ND+90
1	29500	29700	29900	30100	30700	31100	31300	31500	31900	28900	29050	29200	29350
2	30000	30200	30400	30600	31200	31600	31800	32000	32400	29400	29550	29700	29850
3	30500	30700	30900	31100	31700	32100	32300	32500	32900	29900	30050	30200	30350
4	32000	32200	32400	32600	33200	33600	33800	34000	34400	31400	31550	31700	31850
5	33700	33900	34100	34300	34900	35300	35500	35700	36100	33100	33250	33400	33550
6	35400	35600	35800	36000	36600	37000	37200	37400	37800	34800	34950	35100	35250
7	37500	37700	37900	38100	38700	39100	39300	39500	39900	36900	37050	37200	37350
8	39600	39800	40000	40200	40800	41200	41400	41600	42000	39000	39150	39300	39450
9	41800	42000	42200	42400	43000	43400	43600	43800	44200	41200	41350	41500	41650
10	44000	44200	44400	44600	45200	45600	45800	46000	46400	43400	43550	43700	43850
11	46300	46500	46700	46900	47500	47900	48100	48300	48700	45700	45850	46000	46150
12	48500	48700	48900	49100	49700	50100	50300	50500	50900	47900	48050	48200	48350
13	50800	51000	51200	51400	52000	52400	52600	52800	53200	50200	50350	50500	50650
14	53000	53200	53400	53600	54200	54600	54800	55000	55400	52400	52550	52700	52850

SECURITY/LIBRARY AIDES				CLASSROOM AIDES							
1994-95, 1995-96, 1996-97				1994-95, 1995-96, 1996-97							
STEP	1994-95	STEP	1995-96	STEP	1996-97	STEP	1994-95	STEP	1995-96	STEP	1996-97
1	14000	1	14000	1	14000	1	13850	1	13850	1	13850
2	14500	2	14750	2	14775	2	14350	2	14600	2	14625
3	15000	3	15500	3	15550	3	14850	3	15350	3	15400
4	15500	4	16250	4	16325	4	15350	4	16100	4	16175
5	16000	5	17000	5	17100	5	15850	5	16850	5	16950
6	17000	6	17750	6	17875	6	16850	6	17600	6	17725
7	18000	7	18500	7	18650	7	17850	7	18350	7	18500
8	19000	8	19250	8	19425	8	18850	8	19100	8	19275
		9	20027	9	20200	9		9	19877	9	20050
		10		10	21001	10				10	20851

APPENDIX E

SECRETARIAL SALARY GUIDE

12 MONTH

1994-95, 1995-96, 1996-97

STEP	A 12 SAL		A 12 SAL		STEP	B 12 SAL		B 12 SAL		STEP	C 12 SAL		C 12 SAL	
	94-95	95-96	96-97	96-97		94-95	95-96	95-96	96-97		94-95	95-96	95-96	96-97
1	18901	19100	19500	19500	1	18800	19000	19000	19500	1	18500	18500	18500	18700
2	19400	19600	20000	20000	2	19400	19500	19500	20000	2	19000	19000	19000	19300
3	20000	20275	20500	20500	3	20000	20200	20200	20600	3	19500	19500	19500	20000
4	20900	21050	21500	21500	4	20600	21000	21000	21300	4	20000	20000	20100	20700
5	21500	21900	22500	22500	5	21400	21800	21800	22100	5	20600	20600	20800	21200
6	22300	22900	23500	23500	6	22200	22600	22600	22900	6	21200	21200	21600	21900
7	23100	23900	24500	24500	7	23000	23400	23400	23700	7	21900	21900	22500	22700
8	24000	24900	25500	25500	8	23700	24200	24200	24600	8	22700	22700	23400	23600
9	24900	25900	26500	26500	9	24600	25000	25000	25600	9	23500	23500	24300	24500
10	25800	26900	27600	27600	10	25150	25900	25900	26600	10	24300	24300	25200	25400
11	26700	27900	28700	28700	11	26100	26800	26800	27600	11	25300	25300	26100	26400
12	27600	28900	29600	29600	12	27000	27700	27700	28600	12	26300	26300	27100	27400
13	28700	29950	30900	30900	13	27800	28700	28700	29600	13	27300	27300	28100	28400
14	29700	30950	32000	32000	14	28750	29700	29700	30600	14	28300	28300	29100	29600
15	30700	32050	33200	33200	15	29700	30800	30800	31700	15	29400	29400	30200	30800
16	31900	33250	34400	34400	16	30700	31800	31800	32800	16	30500	30500	31400	32000
17	33100	34450	35700	35700	17	31975	33000	33000	34000	17	31600	31600	32600	33300
18	34300	35700	37000	37000	18	33475	34400	34400	35300	18	32800	32800	33800	34600

APPENDIX E

SECRETARIAL SALARY GUIDE													
10 MONTH													
1994-95, 1995-96, 1996-97													
STEP	A 10 SAL 94-95	A 10 SAL 95-96	A 10 SAL 96-97	STEP	B 10 SAL 94-95	B 10 SAL 95-96	B 10 SAL 96-97	STEP	C 10 SAL 94-95	C 10 SAL 95-96	C 10 SAL 96-97		
1	16400	16600	16800	1	16300	16500	16600	1	16000	16000	16000		
2	17000	17200	17400	2	16700	17000	17100	2	16500	16500	16300		
3	17600	17800	18000	3	17200	17500	17600	3	17000	17000	16700		
4	18200	18400	18700	4	17700	18000	18200	4	17500	17500	17200		
5	18800	19100	19400	5	18200	18600	18900	5	18000	18000	17700		
6	19500	19800	20100	6	18800	19200	19600	6	18500	18600	18200		
7	20200	20500	20900	7	19500	19800	20300	7	19100	19200	18900		
8	20900	21200	21800	8	20200	20400	21000	8	19700	19800	19700		
9	21600	22000	22700	9	20900	21100	21700	9	20300	20500	20600		
10	22400	22900	23600	10	21700	21800	22400	10	21000	21200	21500		
11	23200	23800	24500	11	22300	22700	23200	11	21700	22000	22400		
12	24000	24700	25400	12	23400	23500	24100	12	22400	22900	23400		
13	24800	25700	26400	13	24300	24500	24700	13	23325	23800	24400		
14	25700	26700	27400	14	25200	25400	25600	14	23900	24800	25400		
15	26700	27700	28400	15	26100	26300	26500	15	24800	25800	26400		
16	27700	28700	29400	16	27000	27200	27500	16	25700	26800	27400		
17	28700	29700	30400	17	27900	28100	28500	17	26700	27800	28400		
18	29700	30500	31300	18	28900	29100	29500	18	27700	28800	29400		

APPENDIX F

SUPPLEMENTAL / PART TIME TEACHERS			
1994-95	1995-96	1996-97	
\$19.00 per hour	\$21.80 per hour	\$22.18 per hour	

GRIEVANCE FORM

DATE: _____

The undersigned grievant hereby submits the following grievance to

_____:

- a) The nature of the grievance:
- b) The date of occurrence:
- c) The basis of the grievance
- d) The grievant is dissatisfied with the previous decision in the following way:
- e) The grievant seeks the following redress:
- f) The grievance has previously proceeded through these steps with these outcomes:

Grievant