

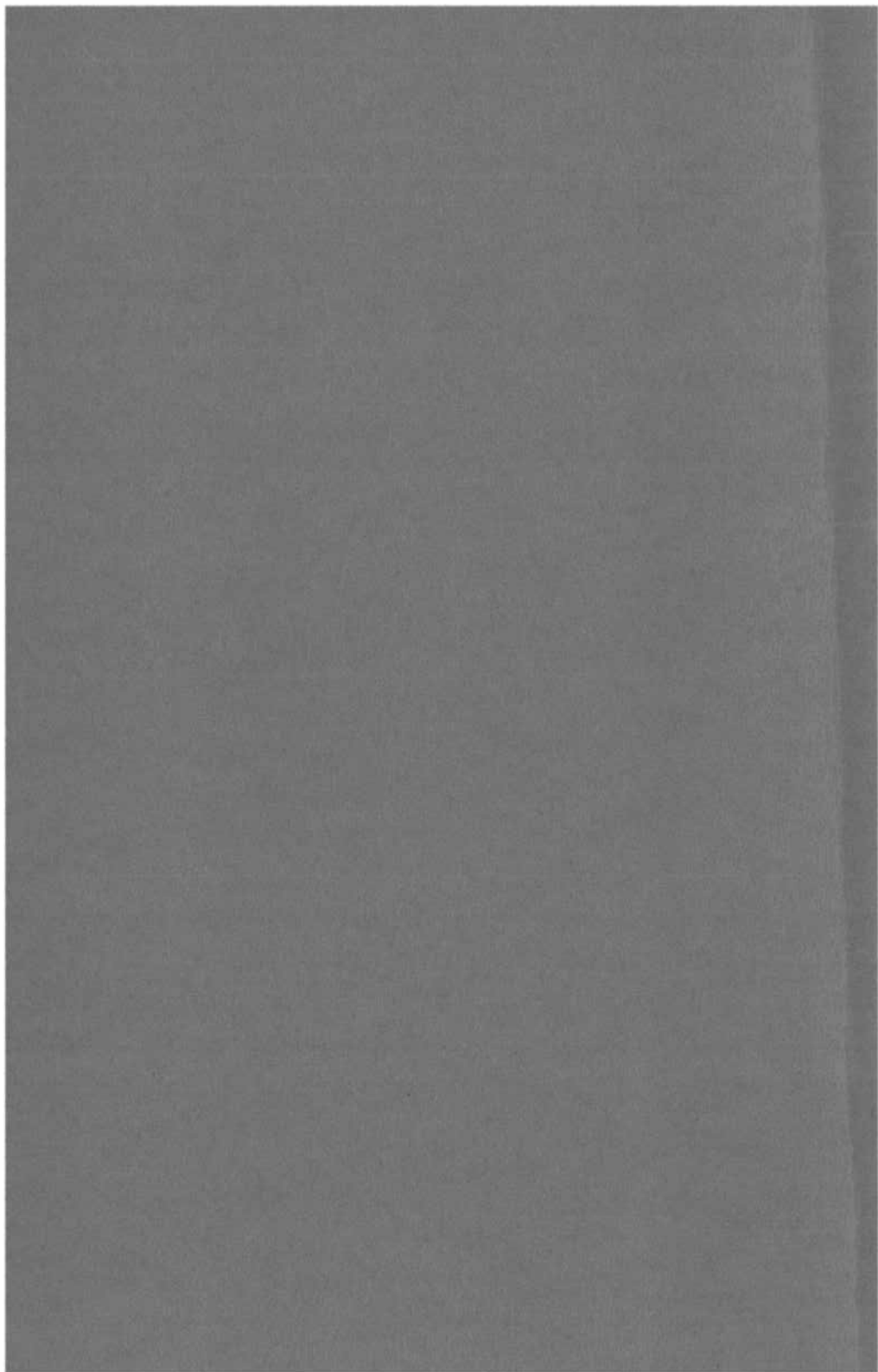


RARITAN VALLEY
COMMUNITY COLLEGE

Faculty Contract

Agreement between
Raritan Valley Community College
Board of Trustees
and
Raritan Valley Community College
Faculty Federation

For the period
July 1, 2014
through
June 30, 2015



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PREAMBLE

This Agreement is hereby entered into between the Raritan Valley Community College Faculty Federation, Local No. 2375 AFT, AFL-CIO, hereinafter referred to as the "Federation" and the Board of Trustees of Raritan Valley Community College, hereinafter referred to as the "Board" for the period beginning July 1, 2014 and ending June 30, 2015.

WITNESSETH

WHEREAS, The Board and the Federation recognize and declare that providing quality higher education for the students of the College is their mutual aim and that the character of such education depends in great measure upon the quality, morale, and dedication of the College faculty, and,

WHEREAS, The members of the faculty are particularly qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the President, and

WHEREAS, The Board and the representatives of the Federation have agreed upon the terms of an agreement between them and have reached certain understandings which they desire to express in this agreement, and

WHEREAS, The Board has a statutory obligation, pursuant to Chapter 303, Public Laws of 1968, and Chapter 123, P.L. 1975 as amended, to negotiate with the Federation 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,

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

ARTICLE I
UNION RECOGNITION UNIT

The Board hereby recognizes the Federation as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time faculty of the employer, full-time teaching assistants, librarians, counselors, and chairpersons when performing teaching duties, whether under contract, on leave, employed or to be employed by the Board, but excluding: department chairpersons, deans, assistant deans, associate deans, full-time administrative services personnel, managerial executives, classified personnel and adjunct faculty.

For the purposes of this Agreement, department chairpersons will continue to have faculty rank and may earn tenure. It is further agreed that sabbatical leaves granted to chairpersons shall not reduce the number of sabbatical leaves intended for other members of the bargaining unit, either by other provisions of this Agreement or by established Board policy.

ARTICLE II DEFINITIONS

All members of the bargaining unit are referred to as "faculty members" for the purpose of this Agreement only. The term "teaching faculty" when used hereinafter in this Agreement shall apply to full-time classroom teachers with academic rank. Definitions covering non-teaching faculty members of the Federation are as follows:

A. **Librarians** - The librarian is a faculty member of the library. Librarians work on an academic calendar but may be required to work, by their supervisor, during periods of time when the teaching faculty is on holiday or a recess. Individuals who are required to work during these periods shall be granted compensatory time off at a mutually agreed upon convenient time. The librarians may recommend to their supervisor a work calendar for these periods where they have mutually agreed, among themselves, to a work schedule to cover the library as required during these periods. A librarian's work year shall be for 10 months commencing with the faculty reporting date and ending with the last working day in June and shall have a work week consisting of thirty-five (35) hours. Work days in excess of one hundred ninety-four (194) per year shall be compensated by an equal number of days off, to be mutually scheduled by the librarian and his/her supervisor. Librarians shall be appointed with academic rank. Librarians shall not be required to work a split shift unless mutually agreed upon by the faculty member and the administration.

All full-time librarians shall be offered a minimum of ten (10) days of per diem work during the summer. Sick days accumulated by the librarians shall apply to summer contracts.

B. **Teaching Assistants** - While the specific duties of these personnel may differ for different departments or divisions, depending upon the purpose and function of the laboratory, their duties generally include the assisting of faculty in teaching laboratory sections and the supervising of staff and student assistants. They are involved in laboratory preparations and maintenance of laboratories. They test experiments and make revisions as required. For academic preparation of laboratories, they shall be allowed a minimum of two (2) and a maximum of four (4) hours as determined by the appropriate academic dean within their 35-hour work week, including a maximum of twenty-five (25) lab contact hours. All academic preparation officially assigned shall be accomplished on campus. These personnel work an academic calendar with the exception of the Department of Science and Engineering Division personnel who may be required to work five (5) days in addition to the academic calendar, split as required, before the start of each semester, and shall be paid at the per diem rate for this period of time.

C. **Counselors** - A counselor is a faculty member in student affairs who counsels and advises students on matters of educational, vocational, and personal concern. He/she is appointed to a 12-month administrative calendar without academic rank with one month (22 days) paid vacation, and shall have a work week consisting of thirty-five (35) hours. In addition, counselors shall not be required to work during spring break.

In order to facilitate staff development, the Administration agrees to provide each counselor two (2) days release time per semester as scheduled by the Administration in consultation with the Counseling staff.

Counselors shall be granted compensatory time on an hour-for-hour basis in the event they are assigned to work more than thirty-five (35) hours in any work week. Compensatory time may be accumulated up to one (1) day before being taken during a semester. Compensatory time will not be lost if not taken because a mutually agreeable time could not be scheduled during the semester.

D. **Academic Department Chairperson** - A Department Chairperson is a full-time member of his/her academic department and is nominated by the tenured and tenure-track faculty members from that department and is appointed at the sole discretion of the Senior Vice President for Academic Affairs. A Department Chair serves a term of three years and may not serve more than two consecutive terms. The Federation acknowledges that the additional compensation for Department Chair duties is not established under this Agreement, but is a management prerogative.

ARTICLE III
BOARD AND FEDERATION RIGHTS AND PRIVILEGES

- A. The Board of Trustees retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.
- B. All other rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained, except as they are specifically limited by the terms and conditions of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit the freedom of the Board of Trustees or its agents to deal with governmental agencies, external educational associations and professional organizations provided, however, that this dealing shall not repeal, rescind, or otherwise be inconsistent with the terms and conditions of this Agreement.
- D. Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on College property at reasonable times.
- E. Whenever any representatives of the Federation are mutually scheduled by the Federation and representatives of the Board to participate during working hours in meetings such as, but not limited to, negotiations, grievances, conferences, etc., they shall suffer no loss of pay.
- F. The Federation and the Board shall have the right to post notices of concern on campus. The Federation may use faculty mail boxes for communications to its members and use the College internet and mail services.
- G. The Federation may use College facilities, supplies and equipment such as, but not limited to, computers, duplicating equipment, and all types of audio-visual equipment at reasonable times when the equipment is not otherwise in use.
- Payment shall be made periodically for the aforementioned supplies at College cost prices. The Federation shall be liable for damage or loss of equipment used for such purposes, normal wear and tear excepted.
- H. The Board agrees to furnish to the Federation as soon as possible, upon request to the President of the College, the following documents:
1. Approved minutes of Board meetings
 2. Roster of faculty, including salary as adopted by the Board with faculty member's addresses and phone numbers
 3. Last known addresses of former faculty members when requested
- I. The Faculty Federation shall be assigned private office space for use of the Faculty Federation President.

J. The Board will deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, the required amount of monthly dues and will submit such dues monthly to the Treasurer of the Federation.

J.ARTICLE IV
RIGHTS AND PRIVILEGES OF FACULTY

- A. Pursuant to the laws of the State of New Jersey, the Board hereby agrees that all faculty members have the right to organize freely, join and support the Federation for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty member in the enjoyment of any right conferred by the laws of New Jersey or the constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Federation and its affiliates, his/her participation in any activities of the Federation or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, ancestry, age, sex, sexual orientation, gender identity and expression, disability, genetic information, atypical hereditary cellular or blood trait, marital status, civil union status, domestic partnership status, military service, veteran's status, and any other category protected by law.
- C. Every reasonable effort shall be made to involve the faculty in the various developmental phases of the College's academic and building programs.
- D. Faculty members shall not be required to work, teach or perform any other function in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety. The physical limitations of any room shall not be exceeded.
- E. Faculty will not be assigned in an area in which they lack academic preparation or professional training or equivalent experience except in cases where the faculty member, the administration, and the Federation agree this could be to the mutual advantage of the faculty member and the College.
- F. **Vacancies**
1. For the purpose of this Agreement a vacancy shall be defined as any of the following situations:
 - a. The creation of any new position
 - b. The consolidation of two or more existing positions
 - c. An increase and change in the responsibilities and duties of the individual holding a particular position whereby the duties and responsibilities of the original position are significantly changed
 - d. A change in the job title or compensation accompanied by the change in responsibilities and duties set forth in paragraph "c" hereof
 - e. The elevation of a job title to the rank of Dean or higher

The parties further agree that a vacancy shall not be declared where there are *de minimis* changes in job responsibilities without any of the factors cited "b," "c," "d" and "e" above being present.

2. Notice of any professional position vacancy at Raritan Valley Community College, whether it be administrative or faculty, shall be announced to all faculty and staff through college email and posted on the college website at least one week prior to publication elsewhere.
3. Faculty members who are applicants for such an opening shall be notified of the disposition of their application prior to the adoption of the resolution by the Board of Trustees filling such position.

G. Official Announcements

The College shall make available to the faculty any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty, and the Federation shall make available to the Dean of Academic Programs and Partnerships and the Director of Research and Assessment like information.

H. Relief from Instructional Duties

A faculty member shall only fulfill administrative functions voluntarily. When a faculty member does fulfill administrative functions with the authorization of Senior Vice President for Academic Affairs, he/she shall be granted relief from instructional duties to the extent of the time and effort involved at the mutual agreement of the Senior Vice President for Academic Affairs and faculty member.

1. The President of the Federation shall be provided with copies of all faculty schedules and overload contracts upon request.

J. Just Cause Provision - No faculty member shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her professional services without just cause.

K. Required Meetings or Hearings - Before the Board or the President meets with a faculty member regarding any matter concerning his/her continued employment, salary, or any increment pertaining thereto, he/she shall be given one (1) week's prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him/her and represent him/her during such meeting or interview.

L. Professional/Personnel Files - There shall be two files: a professional file and a personnel file. The professional file shall contain any and all information relative to the individual's teaching competence and performance, achievement, research, and contributions of an academic and professional nature as well as official evaluations necessary for reappointment, promotion and tenure. It is the responsibility of the faculty member to make certain his/her professional file is complete. The professional file shall be kept in the office of the Senior Vice President for Academic Affairs. The personnel file shall contain all information regarding educational credentials and terms and benefits of employment as well as material not germane to the professional file. The personnel

file shall be kept in the office of the Director of Human Resources. No other file shall be kept except for pre-hiring materials, including confidential references.

A faculty member will be permitted to personally review his/her personnel/professional files during normal hours of operation. The individual may place any addition in writing that he/she wishes without limitation. Written request for deletion of certain material from personnel/professional files may be made to the President by the faculty member.

The President's decision shall be final, except where objective information is viewed as factually incorrect by the faculty member. If the President refuses to delete the objective information in question, the faculty member may grieve the presence of the material.

ARTICLE V
APPOINTMENT AND RETENTION OF FACULTY

- A. Appointments to the faculty of Raritan Valley Community College shall be made by the Board of Trustees as provided by law.
- B. When a prospective employee accepts a position at Raritan Valley Community College, he/she shall be provided with a copy of this written Agreement, the position description, and his/her written contract which shall contain, but not be limited to, the following:
1. Title
 2. Dates for which employment is effective
 3. The salary rate stated in annual terms as well as proration, when applicable
 4. The name of the employee
 5. Academic rank or grade (where appropriate)
- C. Initial hire - At the time of initial hire, credit for previous collegiate teaching experience, equivalent teaching experience other than College teaching, and equivalent business, industrial, or professional experience is granted as determined by the administration. Degrees earned and/or experience should be in the subject field or equivalent for which a faculty member is hired.
- D. A person hired as a full-time faculty member for a portion of an academic year shall be paid a proportionate share of an academic year salary. He/she shall be entitled to the following full-time benefits: health insurance, dental insurance, and professional liability insurance. A faculty member shall not be assigned a full teaching load to be compensated on the basis of a part-time salary schedule.
- E. Teaching faculty members and librarians shall be considered probationary employees until tenure is granted and shall be ineligible to apply for a formal grievance hearing if not reappointed during the probationary time. Federation members who do not have rank and who are not eligible for tenure may exercise the right of a hearing before the President of the College to show just cause for non-reappointment after a fifth or subsequent contract if the Federation member believes that the non-reappointment is arbitrary, capricious or discriminatory. The Federation member shall have the burden of proof to show arbitrary, capricious or discriminatory action.
- F. During the term of this contract there shall be no general reduction in staff except for good cause, such as a reduction in College finances and/or reduction in student enrollment. In the event of such a reduction, tenured bargaining unit members who are retrenched are entitled to re-employment rights as per New Jersey Statute (N.J.S.A. 18A:60-3).

ARTICLE VI
CRITERIA, TIME IN RANK, SCHEDULE AND
COMMITTEES FOR REAPPOINTMENT, TENURE AND PROMOTION

A. Criteria

At this time, as a result of the Ridgefield Park decisions, it is understood that the establishment of criteria for reappointment, tenure, and promotion is a management prerogative, and that the following sections are for information only and can be changed by the Administration as they determine appropriate.

1. Performance Criteria

The following broad and inter-related criteria shall be considered in assessing candidates for reappointment, tenure and promotion. For annual reappointment, prior to tenure, these criteria are flexible and are meant to serve as general guidelines. Not all criteria must be met each year for reappointment. For tenure, each of the general criteria must be met.

The Board of Trustees and Federation agree that the purpose of promotion is the recognition of meritorious performance and not merely the meeting of minimal qualifications.

The criteria are as follows:

- a. Satisfactory performance of faculty duties and evidence of effective teaching as documented by self, administrative and student evaluations and peer observations or, in the case of non-teaching faculty, satisfactory performance of duties.
- b. Professional development related to the individual's disciplines such as:
 - (1) Successful completion of approved graduate course work and/or continuing education in one's academic or related field. In the case of faculty members who earned a terminal degree in their field, evidence of continued study in that field.
 - (2) Presenting a professional paper or serving on panels at regional or national meetings or seminars or active committee membership in regional or national professional societies and organizations.
 - (3) Publication(s) in recognized journal(s) pertaining to a candidate's academic field or publication of a book(s) or monograph(s).
 - (4) On-going professional practice in those disciplines including, but not limited to, nursing where professional practice in one's discipline is necessary to obtain or maintain certification.
- c. Evidence of College contributions which entail sustained, positive faculty involvement such as:
 - (1) Department Chairpersons

- (2) College Forum and Committees
- (3) Academic Department Committees
- (4) College Ad Hoc Committees
- (5) Committees that involve college-wide projects, i.e., Arts Festival, etc.
- (6) Assistance in registration and recruitment activities
- (7) Community-oriented programs
- (8) Student guidance, counseling and/or club advisor
- (9) Major contributions to the College through administrative, academic and Federation leadership.

d. Evidence of community contributions such as:

- (1) Career advisory committees
- (2) High school visitations
- (3) Work with local school faculty
- (4) Student placement
- (5) Membership and work with community service organizations and/or County and State agencies and committees
- (6) Development of seminars - e.g., law enforcement
- (7) Guest speaking appearances
- (8) Participation in public awareness programs

2. **Academic Experience and Time in Rank**

a. Teaching Faculty and Librarians

In addition to the general criteria for reappointment, tenure and promotion listed above in section A.I of this Article, specific criteria must be met for promotion from one rank to another.

- (1) Instructor: Master's degree in appropriate subject area.
- (2) Assistant Professor: Five (5) years of college teaching of which four (4) must have been served at Raritan Valley Community College. A faculty member will be expected to serve a minimum of four (4) years in the rank of instructor. He/she will be required to have a Master's degree plus 9 credits beyond the Master's degree.

In the case of individuals who have earned their graduate credits in doctoral programs that do not offer a Master's degree, a Bachelor's degree plus 39 credits shall serve in lieu of the Master's degree plus nine credits.

- (3) Associate Professor: Seven (7) years of college teaching, of which five (5) years must have been served at Raritan Valley Community College. A faculty member will be expected to serve a minimum of four (4) years as assistant professor. He/she will be required to have a Master's degree plus 18 credits beyond the Master's degree.

- (4) Professor: Nine (9) years of college teaching of which five (5) must have been served at Raritan Valley Community College. The faculty member will be expected to serve a minimum of four (4) years as associate professor. He/she will be required to have earned a doctorate, approved terminal degree or ABD plus additional documented professional development.

Teaching Faculty And Librarians
Academic Experience And Time in Rank

Rank	Academic Requirements	College Level Teaching Experience	Minimum Time in Previous Rank at RVCC
For promotion to the rank of:			
Instructor	Master's degree in appropriate subject area		
Assistant Professor	Master's degree plus 9 credits	5 years	4 years
	In the case of individuals who have earned their graduate credit in doctoral programs that do not offer Master's degree, a Bachelor's degree plus 39 credits shall substitute.		
Associate Professor	Master's degree plus 18 credits	7 years	4 years
Professor	Doctorate; approved terminal degree; or ABD plus additional documented professional development	9 years	4 years

b. Counselors

While counselors are not appointed to academic rank nor eligible for tenure, counselors shall be classified in four grades: Counselor I, Counselor II, Counselor III, and Counselor IV.

The following criteria will be used in every case involving promotion from one counselor category to another:

- (1) Counselor I: A Master's degree in the appropriate subject area.
- (2) Counselor II: Five (5) years of counseling experience of which four (4) continuous years must have been served at Raritan Valley Community College. A Counselor II will be expected to serve a minimum of four (4) years as Counselor I.

He/she will be required to have a Master's degree plus nine (9) credits beyond the Master's degree.

- (3) Counselor III: Seven (7) years of counseling experience of which five (5) continuous years must have been served at Raritan Valley Community College. A Counselor III will be expected to serve a minimum of four (4) years as a Counselor II. He/she will be required to have a Master's degree and 18 credits beyond the Master's degree.
- (4) Counselor IV: Nine (9) years of counseling experience of which five (5) continuous years must have been served at Raritan Valley Community College. A Counselor IV will be expected to serve a minimum of four (4) years as a Counselor III. He/she must have earned a doctorate degree or earned 30 credits beyond a Master's degree.

The appointment of Counselors shall be according to the following schedule:

Counselor I: An annual appointment for each of the first five years.

Counselor II: Reappointment every two (2) years, except for Counselors with less than five (5) years service to RVCC who will be reappointed annually during the first five (5) years.

Counselor III: Reappointment every three (3) years, except for Counselors with less than five (5) years service to RVCC who will be reappointed annually during the first five (5) years.

Counselor IV: Reappointment every four (4) years, except for Counselors with less than five (5) years service to RVCC who will be reappointed annually during the first five (5) years.

Counselors
Academic Experience And Time In Rank

Grade	Academic Requirements	Counseling Experience	Minimum Time in Previous Grade at RVCC
For promotion to the rank of:			
Counselor I	Master's degree in appropriate subject		
Counselor II	Master's degree plus 9 credits	5 years	4 continuous years
Counselor III	Master's degree plus 18 credits	7 years	4 continuous years
Counselor IV	Doctorate or Master's degree plus 30 credits	9 years	4 continuous years

c. Exceptions to a (Teaching Faculty and Librarians) and b (Counselors)

- (1) In special cases, recognized achievement in specialized fields may be accepted in lieu of graduate course work or continuing education for promotion from one rank to another. Nine (9) years or more of experience in business, industry or the professions may be considered by the administration to be the equivalent of a Master's degree plus nine (9) credits; twelve (12) or more years of experience may be considered by the administration to be the equivalent of a Master's degree plus 18 credits.
- (2) The requirement of the doctorate may be waived in specialized fields in which advanced graduate work on this level is unusual or unavailable. In such cases, significant, recognized professional achievement may be an acceptable substitute for the doctorate.
- (3) Credit for graduate level courses taken at other than college institutions may be granted toward promotion just as credit is granted for graduate courses at universities. These courses shall be certified for credit by the Program on Non-collegiate Sponsored Instruction (PONSI) or other such certifying council agreeable to the Federation and the College.
- (4) It is mutually understood and agreed that the President of the College may, under extraordinary circumstances, waive the standard requirements for reappointment and promotion to any academic rank.

B. Committees for Reappointment, Tenure and Promotion

1. Academic Department Review Committees:

a. Membership:

Each academic department shall act as the Review Committee for all candidates being considered for reappointment, tenure and promotion in that department. Every full-time, tenured department member shall be a member of the Department Review Committee. The Department Chair will chair the committee and prepare a summary of the committee's assessment of the candidate. Each committee member will sign off on the summary report and submit additional comments if deemed necessary. The Department Chair may prepare his/her own comments and recommendations. Department members shall recuse themselves when necessary to avoid a conflict of interest or the appearance of impropriety. The Department Chair will submit the report to the Senior Vice President for Academic Affairs.

b. Responsibilities:

- (1) Using the criteria outlined in Section A, Committees will review and assess the qualifications of each candidate for reappointment, tenure and promotion. The

Committees will review all pertinent documents including self, peer, student, and administrative evaluations.

- (2) Members of the Committee must attend all scheduled meetings of the Committee. The Committee shall still have the authority to act regardless of whether all members are in attendance. The failure of all members to be present for discussions or when a determination is made shall not affect the validity of the Committee's determination.
- (3) All members are required to cast affirmative or negative votes. Neither abstentions nor votes by proxy will be permitted.
- (4) Each tenured member of the department shall conduct at least one peer observation of each candidate before the candidate is considered for tenure. The observations will be coordinated and scheduled through the Department Chair.
- (5) During the first four years of employment all candidates will be assessed and qualitatively ranked as follows: Recommended, Recommended Contingent Upon Improvement, or Not Recommended. If a faculty member elects to take reduced load of fewer than twelve (12) contact hours in a semester, that semester will not be counted toward the four years of employment.

All candidates for tenure or promotion will be assessed and qualitatively ranked as follows: Recommended or Not Recommended.

- (6) Committee recommendations and written documentation supporting the recommendations shall be forwarded to the Senior Vice President for Academic Affairs and the faculty member by October 15 for reappointment and tenure and by March 1 for promotion. "Recommendations" shall consist of the candidate's strengths, weaknesses and a list of specific ways in which a candidate can demonstrate improvement in areas of weakness. Individual votes and the deliberation and minutes of the Committee shall be confidential. The faculty member has until October 30 for reappointment and tenure and March 15 for promotion to respond to the report in writing if they desire.

2. Professional Standards Committee:

a. Membership, Selection and Term:

The committee shall include four (4) members appointed by the Federation; and four (4) members appointed by the president, including the Dean of Instruction who shall serve as Chair. The remaining three (3) members appointed by the president may be chosen from faculty members or Administrators with years of experience in higher education administration and/or some classroom experience. Members will be appointed annually to two (2) year staggered terms.

b. Responsibilities:

- (1) Using the criteria outlined in Section A., the Committee will review and assess the qualifications of all candidates for reappointment, tenure and promotion. The Committee will review all pertinent documents including evaluations and all recommendations of the Academic Department Review Committee, including those from previous years; all summary reports on the candidate from previous Professional Standards Committee deliberations and shall interview all candidates for tenure and promotion. The Committee may augment the review process by conducting classroom observations for faculty members being considered in the third or fourth year for reappointment, in the fifth year for candidates for tenure, and in all cases for promotion.
- (2) All Committee members will have voting responsibilities.
- (3) All members are required to cast affirmative or negative votes. Abstentions will not be permitted.
- (4) During the second, third and fourth years of employment all candidates will be assessed and qualitatively ranked as follows: Recommended, Recommended Contingent Upon Improvement or Not Recommended. If a faculty member elects to take reduced load of fewer than twelve (12) contact hours in a semester, that semester will not be counted toward the four years of employment.

All candidates for tenure or promotion will be assessed and qualitatively ranked as follows: Recommended or Not Recommended.
- (5) Committee recommendations and written documentation supporting the recommendations and qualitative ranking shall be forwarded to the Senior Vice President for Academic Affairs by December 15 for reappointment and tenure and March 30 for promotion. Individual votes and the deliberation and minutes of the Committee shall be confidential.
- (6) A copy of the Professional Standards Committee report along with the Academic Department Review report will be placed in the faculty member's professional file.
- (7) If there are any concerns expressed in the Professional Standards Committee Report, the Senior Vice President for Academic Affairs will discuss the report with the Department Chair and the Chair will address those concerns in the Professional Growth Plan. The candidate will receive a copy of the Plan and the determinations of the Academic Department Review Committee and the Professional Standards Committee. Following receipt of the Plan by the candidate, the Senior Vice President for Academic Affairs and the Department Chair will conduct a conference with the candidate in which they shall review with the candidate the determination and Plan and the relevant portions of the candidate's professional file.

C. Schedule for Review and Recommendations for Reappointment, Tenure and Promotion

1. Reappointment and Tenure:

- a. After the Academic Department Review Committee report the Department Chair shall forward the departmental recommendations to the Professional Standards Committee by October 30.
- b. Professional Standards Committee shall forward recommendations to the Senior Vice President for Academic Affairs by December 15.
- c. The Senior Vice President for Academic Affairs shall forward recommendations to the President of the College by January 15.
- d. Notice of intent to reappoint shall be given in writing no later than the last day of February during the first year of service and not later than the last day of January thereafter. Faculty members shall have until March 15 to notify, in writing, the President of the College of his/her decision to continue or terminate employment.

2. Promotion:

- a. Application for promotion: Faculty members who meet the eligibility requirements for promotion and wish to be considered for promotion in the next academic year, will notify their department chair on, or before November 1, and shall submit a formal application to the Chair of the Professional Standards Committee on, or before, January 15. The faculty member must submit, along with his/her application, specific documentary statements detailing how he/she has fulfilled the criteria outlined in Section A of this Article.

Faculty who wish to be considered for tenure and promotion in the same year shall submit a formal application to the chair of the Professional Standards Committee by September 30 for the tenure review. Under such circumstances, the promotion decision shall follow the same calendar as the tenure decision.

- b. After the Academic Department Review Committee report the Department Chair shall forward the departmental recommendations to the Professional Standards Committee by March 1.
- c. The Professional Standards Committee shall forward recommendations to the Senior Vice President for Academic Affairs by March 30.
- d. The Senior Vice President for Academic Affairs shall make his/her recommendations to the President of the College by May 1.
- e. The President of the College shall forward his/her recommendations to the Board of Trustees by the end of the academic year. The Board of Trustees will act upon the recommendations on or before June 30.

- f. The college will make a good faith effort to notify each faculty member of the Board's decision regarding promotions within 48 hours after the Board meeting at which such decision are approved. Faculty members who are not promoted shall be scheduled for an interview with the Senior Vice President for Academic Affairs as soon as possible but generally not longer than two (2) weeks following notification. At that meeting a timetable will be established for the development of a Professional Growth Plan. The reasons for non-promotion shall be stated in writing upon the written request of the faculty member involved.

Materials for Performance Review:

1. The following materials will be permanently placed in the faculty member's professional file. Materials shall include:
 - a. Self-evaluations
 - b. Student evaluations
 - c. Teaching observations
 - d. Academic Department Review Committee Reports
 - e. Professional Standards Committee Reports
 - f. Professional Growth Plans
 - g. Administrative reviews
2. The documents identified in items b through g will be provided to a faculty member and placed in that faculty member's professional file.
3. The copy of the Professional Standards Committee report placed in the faculty member's professional file will not reflect the individual votes of Committee members, Committee deliberations or Committee minutes.
4. A faculty member will receive notice of any document in a member's professional file after October 30 or March 1, and will be afforded an opportunity to submit a response to the document if it will be considered in the College's decision to grant tenure, to reappoint or promote.

ARTICLE VII
PERFORMANCE REVIEW FOR REAPPOINTMENT, TENURE AND PROMOTION

A. Purposes:

1. To acknowledge teaching effectiveness, professional achievement and department/college/community contributions.
2. To strengthen faculty development and promote quality instruction.
3. To provide a sound and reasonable basis for recommending faculty for reappointment, tenure and promotion.

B. Procedures: See Table on the last page of the contract for Important Contractual Dates

1. Self-Evaluation:

Each faculty member, tenured and untenured, shall submit a completed annual self-evaluation to the Department by May 31 of each academic year. The self-evaluation shall include evidence of teaching effectiveness, professional development, college and community contributions, records of course and/or program development.

2. Student Evaluations:

An approved student evaluation of instruction instrument shall be administered each semester in at least two (2) classes for all faculty members. Evaluations shall be completed by December 1 for the Fall semester, and May 1 for the Spring semester. Departments may add an instrument of their choice as an additional evaluation, on a trial basis, with the approval of the Dean of Academic and Student Services. The student evaluation instrument will be reviewed every three years for continuation or replacement by a committee appointed by the Senior Vice President for Academic Affairs.

3. Peer Teaching Observations:

- a. Each non-tenured faculty member will be observed at least once during each academic semester for a minimum of eight (8) observations (including the chair observation) in the first four (4) years with at least one (1) observation from outside the department. Tenured members of the candidate's academic department shall observe the candidate at least once before the tenure decision, but the tenure decision will not be affected if a tenured faculty member does not complete a teaching observation. The failure of any peer member to complete or participate in an observation shall not affect the validity of the College's evaluation nor shall it interfere with the College's right and ability to make a determination and take action. Peer observers and the class (es) to be observed will be selected by mutual agreement between the faculty member and the Department Chair. The schedule of peer observations of all departmental tenured and untenured faculty as well as the classes to be observed will be finalized by October 1. Teaching assistants will be observed at least once during each academic semester.

- b. Non-tenured faculty will observe at least three tenured faculty members during their first three years. They shall submit within 7 working days a report (narrative) discussing the class activities and teaching strategies they observed that they could apply to their own classes. The faculty member will send copies of this report to the Department Chair and the Dean of Faculty.
- c. Tenured Faculty members will be observed at least once every two (2) academic years. Faculty in academic areas not eligible for tenure, upon the completion of five (5) years of employment, shall be evaluated once every two (2) years.
- d. Faculty members being observed will be given at least five (5) working days' notice prior to any class observation. This provision will not apply in the event of an emergency. The Federation President will receive notification of the emergency observation within two (2) business days after its occurrence.
- e. Prior to the class observation, the faculty member being observed shall submit to the peer observer, a course syllabus containing learning objectives and the criteria he/she uses for student evaluation.
- f. Class observations shall last for one (1) full class period.
- g. Peer observers shall submit, within seven (7) working days, a typed observation report with comments about teaching strengths and weaknesses observed and recommendations for areas which may require improvement. A conference to discuss the report with the faculty member will be scheduled by the peer observer. Faculty members being observed shall have an opportunity to attach a written response to the observation report.
- h. A copy of the report, course materials, and any written responses prepared by the faculty member will be forwarded to the Department Chair for review and placement in the faculty member's professional file.
- i. Non-tenured faculty members may request additional teaching observations. Such requests shall be made to the Department Chair or the appropriate dean who shall, within the semester, schedule the additional observation(s) requested.

4. Department Chair Review of Non-Tenured Faculty:

Each non-tenured faculty member will have at least one class observation per year performed by an appropriate Department Chair during their first semester of the first year.

Newly hired tenure-track faculty will have at least one class observation performed by the Dean of Faculty during their first year, including pre and post observation conferences. An informal report of the Dean's observation will be submitted to the faculty member and his/her Department chair, but a formal written report will not be included in the faculty member's professional file.

5. Professional Growth Plans:

- a. The Chair will meet with untenured faculty to develop a Professional Growth Plan by February 15, and at that time review the recommendations of the Professional Standards Committee and Academic Review Committee. A tenured faculty member, who is denied promotion, has the option to meet with the Chair by May 15 to develop a PGP and review the recommendations of the Professional Standards Committee and Academic Review Committee.
- b. The Professional Growth Plan (PGP) will address.
 - Professional Standards and Academic Review Committee recommendations
 - Progress on goals set during the previous PGP
 - Progress in teaching effectiveness
 - Opportunities for professional development and college contributions.
 - Observations from observing tenured faculty and recommendations in strengthening teaching goals for the coming year.
 - Specific needs of the Department related to faculty responsibilities.
- c. The Chair will submit the PGP to the faculty member for signing and commentary and place it in the faculty member's file.
- d. The Chair will monitor the faculty member's progress under the PGP and will mentor the faculty member as necessary.

C. Review for Reappointment of Untenured Faculty

1. The Academic Department Review Committee shall meet by October 15 to review the faculty member's professional file and will qualitatively rank the faculty member as follows: Recommended, Recommended Contingent Upon Improvement or Not Recommended. For first year hires it is not necessary to have an Academic Department Review report or a Professional Standards Committee report. First year hires will have peer observations, student evaluations, chair observation, self-evaluation, and a professional growth plan in their file for review the following year.
2. The Department Chair will summarize the assessments of the Academic Review Committee and previous Professional Standards Committee recommendations and send it to the Professional Standards Committee by October 30.
3. Professional Standards Committee's recommendations are sent to the Senior Vice President of Academic Affairs by December 15 and then to the President by January 15.

D. Administrative Review for Tenured Faculty

Every three years the tenured faculty member's responsibility will be to present to the Chair for review a PGP reflecting peer observations, student evaluations, self-evaluations, and the faculty member's goals and responses. The Department Chair's responsibility will be to

submit this entire file to the SVPAA by May 30. The SVPAA will review the faculty member's PGP.

E. Review for Promotion

When a faculty member applies for promotion, the Academic Department Review Committee will meet and review the candidate's professional file. The Department Chair shall prepare a summary of the Academic Department Review Committee's assessment of professional growth and the resulting Recommended or Not Recommended. The Chair will submit the summary to the Professional Standards Committee by March 1.

ARTICLE VIII
SALARY POLICY

A. The Board agrees that the initial salary for faculty appointments for the duration of this contract shall not be less than the amount shown below for each rank. These minimum salaries shall also apply to all current members of the bargaining unit in their current rank and shall constitute the minimum for promotion into a higher rank.

Faculty Rank	Min 2014-2015
Professor	\$78,937
Associate Professor	\$69,571
Assistant Professor	\$57,977
Instructor	\$53,516
T/A	\$40,137
Counselors	Min 2014-2015
Counselor IV	\$87,612
Counselor III	\$77,216
Counselor II	\$64,347
Counselor I	\$59,393

B. The salaries of faculty members (excluding temporary appointments of one year or less) and who are teaching as of June 30, 2014, of any previous year will be adjusted as follows:

Effective July 1, 2014 2.0%

The following are the overload rates for the period covered by this Agreement:

*Academic Year	Rate
2014-2015	\$1,033

**Effective date is July 1 of each year.*

Each full time faculty member will receive a one-time \$500 bonus upon the ratification of this agreement.

C. Salary increments for promotion from one rank or grade to another shall be six and one-half (6.5%) percent, or the difference between the member's salary (after any annual increase and the promotion increase) and the minimum for the new rank, whichever is greater.

D. Pay Days - The Board shall have prepared monthly payrolls for the period September through June (10 months). Faculty members shall be paid one-half of the net amount due them for each

month on the fifteenth (15th) and last day of the month or on the last day of school prior to the fifteenth (15th) or last day of the month if the fifteenth (15th) or last day of the month shall fall on weekends or holidays. Faculty members may elect to receive their ten (10) months pay over twenty (20) or twenty-four (24) payments. All deductions such as hospitalization and pension will be based on a 20-pay plan. If faculty members elect to be paid on the twenty-four (24) payment plan, the 20th through the 24th payment for that year will be made to those persons on June 30th of each year.

ARTICLE IX
WORKLOAD

A. The workload formula is applicable only to full-time teaching faculty who are members of the bargaining unit as recognized in the Board-Faculty Agreement. The formula's use is restricted to the two semester academic year. It is not designed for use between the Fall and Spring semester nor in the period following the Spring session, nor in the Summer, either in pre-session or regular session, even if portions of these sessions fall within the period covered by the contract.

1. The annual workload for teaching faculty shall be 30 contact hours per academic year; 15 contact hours shall constitute a normal workload for each academic semester.
2. Assigned Overload: Contact hours assigned in excess of fifteen (15) per semester or thirty (30) per academic year, will be compensated at the overload rate based on the contact hour(s) in excess of fifteen (15) in the Fall semester, or contact hours in excess of thirty (30) for the academic year.
3. The normal workload of thirty (30) contact hours per academic year may be unevenly assigned between the Fall and Spring semesters by mutual agreement between the faculty member and the administration. Under this provision, it is understood that overload compensation will be paid for contact hours in excess of thirty (30) for the academic year.
4. Faculty who are assigned to teach large groups with multiple discussion sections shall be considered in load for the semester with twelve (12) contact hours and a minimum student load of one hundred twenty-five (125) students.
5. If more than three (3) preparations are assigned, twelve (12) contact hours will be considered a full load and any contact hours over 12 will be paid at the overload rate. Any faculty member, who is in load with four preparations, may not elect to have more than one course of elective-overload. If a faculty member teaches a course as a traditional section and an online section, the online section will count as a separate preparation.

Three (3) credit courses:

Four (4) different preparations put you at 12 credits.

- There is no assigned overload
- Only one elected overload is allowed
- Total of 15 contact hours including one overload course.

For example, for three contact hour courses you are not eligible

- if you teach 3 different three contact hours courses or
- if you teach 2 Macroeconomic and 2 Microeconomic courses

Four (4) credit courses:

Three (3) four contact hour courses only gives you 12 credits so you must be assigned an additional course to make load and meet the four (4) preparation rule.

- You have to be assigned the fourth course to be eligible for the 4 prep rule
- You are allowed one elected overload
- A total of at least 7 contact hours would be the allowed overload

For example, for four (4) contact hour courses

- If you teach 2 courses that are the same you are not eligible.

Note:

- Online Courses count as a new preparation
 - Faculty are allowed to waive online course as a separate preparation.
 - Remember the administration has the right to determine what is load and what is overload.
6. No more than seven (7) sections of English Composition may be assigned to a faculty member each academic year, and no more than four (4) sections will be assigned in any one semester. Class size in all English Composition course sections will be limited, generally to twenty-three (23) students. Prior to the last day of the previous semester, the Senior Vice President for Academic Affairs will distribute a written notice to all English faculty members advising them that they must notify the Senior Vice President for Academic Affairs if they will not accept additional student enrollment in their English Composition course sections in the next semester. Such notification must be received by the Senior Vice President for Academic Affairs no later than August 15 or January 1 preceding the semester, or by the first day of in-person registration, whichever is earlier. Unless notification is received by the Vice President, additional students may be enrolled in English Composition, not to exceed twenty-five (25) students on the tenth (10th) day enrollment report. Enrollments over twenty-three (23) will be compensated at a rate of one-fourth (1/4) the overload rate per student.
 7. In the case of licensed programs such as nursing, three (3) hours in load will be the maximum off-campus facility preparation time.
 8. The following provisions further define the workload for faculty members in physical education:

All physical education courses shall receive full contact hour credit.

The annual workload of thirty (30) contact hours may include the assignment of physical education activity courses, non-activity courses, or a combination thereof. Should a physical education faculty member be assigned four (4) separate course preparations of non-activity courses, this will constitute a full load.

9. Laboratory: The workload for teaching faculty whose assignment includes laboratory supervision/instruction or laboratory evaluation shall be calculated as follows:
 - a. Supervision and instruction: A faculty member assigned to supervise and provide instruction in a laboratory shall receive credit for one (1) contact hour for each hour of scheduled laboratory.
 - b. Evaluation: Each hour of a scheduled laboratory evaluated by a teaching faculty member but supervised by other than the teaching faculty member will be calculated as one-quarter (1/4) of a contact hour.
10. A maximum of two (2) evening course sections may be assigned as part of the normal workload. The administration will consider the personal situations of individual faculty members when assigning evening courses, and make every effort to rotate evening course assignments equitably within each academic department.

B. Elected Overload

1. Faculty members shall receive preference to teach courses which will place them in elected overload. The selection of courses shall be made by the Dean of Academic and Student Services in consultation with the faculty.

Effective July 1, 1998, faculty members desiring to exercise their preference to teach courses which would place them in elected overload, must notify the Dean of Academic and Student Services, by August 1, before the Fall semester and by December 1, before the Spring semester. Failure to notify the Dean of the desire for elected overload shall waive the faculty member's right to the preference. It does not disqualify them from teaching overload courses by mutual agreement.

2. Elected overload shall be compensated at the overload rate times the number of course contact hours.
3. Elected overload assignments are limited to two (2) course sections to a maximum of ten (10) contact hours per semester and two (2) course sections to a maximum of ten (10) contact hours during each summer session that does not overlap with another. No faculty member may teach two (2) successive course sections in elected overload during the regular academic year or in any of the summer sessions until every teaching faculty member in the discipline who has requested such an assignment has been assigned a course section.

Assignments will be based on academic qualifications and experience at the College and shall be made by rotation order as determined by the faculty in the discipline, unless the faculty is unable to agree on the rotation, in which case the decision will be made by the administration.

C. In computing load, the administration shall determine which courses shall constitute load and which courses shall constitute overload. The faculty member shall receive his/her assignment at the earliest practical time and it shall be finalized no later than the fifth (5th) day of classes each semester.

D. Each faculty member shall be assigned no more than 240 students each semester (or in the case of physical education faculty, no more than 240 students per module).

1. **Class:** A class is a conventional group, generally with a maximum student enrollment of forty (40). Prior to the last day of the previous semester, the Dean of Academic and Student Services will distribute a written notice to all faculty members advising them that they must notify the Dean if they will not accept additional student enrollment in their classes in the next semester. Such notification must be received by the Dean no later than August 15 or January 1 preceding the semester or by the first (1st) day of in-person registration, whichever is earlier. Unless notification is received by the Dean, additional students may be enrolled, not to exceed forty-two (42) students, on the tenth (10th) day enrollment report. Enrollments over forty (40) will be compensated by a rate of one-fourth (1/4) the overload rate per student. This definition shall restrict class size in this category.
2. **Large group:** A large group is a class which combines lecture with multiple discussion sections taught by the same instructor. A discussion section does not mean a laboratory.
3. **Laboratory:** A laboratory includes traditional science laboratories such as used in the teaching of Biology, Chemistry, Physics, and Engineering. Included also are laboratories, clinical, and studios used in the teaching of courses in such disciplines as Business, Computer Information Systems, Visual and Performing Arts, Nursing, and Office Systems Technologies.
4. Class size in developmental math classes [Elementary Algebra, Intermediate Algebra and Arithmetic] will be limited to twenty-four (24) students or to the number of computers in the lab room, whichever is smaller.

E. All teaching faculty must schedule at least four (4) office hours per week. Office hours are not to be scheduled during the College hours. Each faculty member with an elected overload shall schedule one (1) office hour per week for each elected overload class section. Office hours shall be scheduled to provide maximum convenience for the students as determined by the administration in consultation with faculty members.

F. Cooperative Education, Internships, and Independent Study

1. A faculty member supervising a student(s) enrolled in cooperative education or internship shall be compensated at one-fourth (1/4) of the overload rate per student. The maximum number of such students assignable to a faculty member will be fifteen (15) students per semester.

2. A faculty member supervising a student(s) enrolled in independent study shall be compensated at one-fourth (1/4) of the overload rate per student. The maximum number of such students assignable to a faculty member will be ten (10) students per semester.
3. A faculty member who is assigned two (2) courses in elected overload may not be assigned additionally more than nine (9) students in cooperative education or internship, five (5) students in independent study, or seven (7) students in any combination thereof.

G. Summer Assignments: Faculty assigned to teach in any summer session, pre-session, or the period between the fall and spring semesters will be compensated at the overload rate per contact hour.

H. The Federation President shall have a reduced workload of 40%.

I. When the administration determines that it is appropriate, the Senior Vice President for Academic Affairs will solicit from all faculty members their interest in projects which may result in the granting of release time. The administration reserves the right to award release time as it deems appropriate. This section does not apply to Article IV-F.

J. Exceptions to the above workload formula may be made with the mutual agreement of the Senior Vice President for Academic Affairs and the individual faculty member. All such exceptions will be recorded in the faculty member's personnel file and sent to the Faculty Federation President.

K. Reduced Load

Teaching faculty members may request a reduction in full-time load under the following conditions:

1. A faculty member desiring to take advantage of the option for reduced load must apply by February 15th of the preceding academic year. The request must identify the full duration of the reduction in load that may be for a period not to exceed three (3) academic years. A faculty member must declare the desired load for both semesters of the year by February 15th of the preceding academic year. This decision is irrevocable unless approved by the Senior Vice President for Academic Affairs. At the conclusion of the reduced load option, the faculty member must leave the College, retire or return to full-time status, or request an extension of a reduction in load not to exceed one additional year.
2. Under special circumstances an individual may be permitted to continue a reduced load for one year only beyond the three-year period upon approval of the President.
3. Salary and all other benefits will be reduced proportionally, but health benefits and tuition reimbursement for graduate courses will remain as if the faculty member was working a full-time schedule. Sick leave will accrue and will be charged on the basis of 0.5 days, regardless of the number of contact hours taught.

Other contractual rights, as appropriate, shall remain in effect. Statutorily mandated benefits shall be impacted as required under the law. All other obligations required of a full-time faculty member shall be required on the same basis as if the faculty member was working full-time. These shall include, but not be limited to, office hours, service on committees, attendance at departmental and College meetings and commencement.

4. The teaching load after reduction may be from 18 to 24 contact hours annually. A minimum of 3 teaching days on campus is required for a load of 12 contact hours per semester and a minimum of 2 teaching days on campus is required for a load of 9 contact hours per semester. There may be ramifications of a reduced load on the faculty member's pension benefits, as well as on the ability to participate in the health benefits through the State of New Jersey (for those who are eligible). Therefore, it is important that a faculty member electing reduced work load, particularly before retirement, contact the Division of Pensions and, if appropriate, the State Health Benefit Program, to examine the impact.
5. The President reserves the right to deny a request a reduction in load. Any denial shall be accompanied by a written letter stating the reason for denial.
6. A faculty member granted a Sabbatical during the period when the Reduced Load schedule is in effect must opt for a one-year Sabbatical leave at one-half pay (one-half of the full salary for the year of the Sabbatical) or agree to accept compensation based on the reduced load option selected during the semester of the reduced load.
7. No more than ten percent (10%) of the faculty may participate in the reduced load option in any semester. Exceptions to this limit may be approved by the President.

L. Advising Students

In addition to their normal teaching responsibilities, faculty members have a responsibility to advise students, to the best of their ability, as to courses, schedules, sequencing, transfer and other educational issues.

1. Full-time faculty, including librarians and counselors, will be assigned either to advise ten (10) students each semester or to assist in the advising center or in other advising activities ten (10) hours each semester. The college will make good faith efforts to accommodate requests by faculty to be assigned to the advising center or other advising activities in lieu of being assigned individual students.
2. Faculty will advise students during posted office hours, in person or by phone, or during on-line hours. Faculty assigned individual students, are expected to advise each student approximately one hour per semester.
3. Each faculty member will receive \$40.00 per student per semester or \$40.00 per hour, if assigned to the advising center or other advising activity, as compensation for this responsibility. Payments will be made on or before December 15 and June 30 of each semester upon completion and submission of appropriate documentation

4. The Administration will establish procedures for assigning and tracking students and for advising and counseling students attending the advising center or participating in other advising activities.
5. The Administration will provide training and follow-up support to faculty members with regard to the advising of students under this provision.

M. Extra Work

1. A faculty member who conducts a program review will be compensated for one additional contact hour at the overload rate.
2. A faculty member who serves as a coordinator will receive the equivalent of a three (3) contact hour stipend per semester at the overload rate.

N. Faculty Development

1. Each faculty member, including counselors and librarians, will participate in training and activities to promote excellence on the campus.
2. Beginning the Spring semester 2006, the Federation and the College will collaboratively discuss topics which could be designated for college-wide involvement. The Senior Vice President for Academic Affairs shall select the topics(s) and design the training and activities. Faculty members, who participate in these designated activities, will receive a payment of \$100 per semester. Upon submission and completion of appropriate documentation, payment for participation shall be made on or before December 15 and May 15 of each semester. Participation in such activities will require approximately two (2) hours of time each semester. Participation in such designated activities will be optional.

ARTICLE X
ONLINE COURSES

A. Ownership

The ownership (copyright) shall be shared equally between the College and the faculty member developing the course. The rights and responsibilities under this shared ownership shall be assigned in the following manner:

RVCC will have the responsibility of registering and defending the copyright of on-line courses.

When material/course is developed on Sabbatical leave (granted in part for development of an on-line course) or for release time or stipend, RVCC can use the material/course in perpetuity. If the material/course is developed without College support, the material/course belongs to the faculty member, but the College has the right of first refusal to offer the course.

RVCC will give the faculty member the first right to teach or modify the course before assigning it to someone else. The author of the course will get an attribution mention.

If the course is sold or leased, the faculty member receives 75% and RVCC receives 25% of all revenues.

Before the course is approved for online development and at the time of a major revision, the faculty member and Senior Vice President for Academic Affairs will agree on those materials included in the course in perpetuity and those materials a faculty member may take with him/her when another faculty member teaches the course. Parties also agree to negotiate a one-time payment if RVCC wants to include those unique materials in the course when someone else teaches it.

B. Compensation

Any faculty member who is approved to develop a course for on-line delivery shall be awarded three hours of released time for development. The released time may be taken either during the semester of development or the semester of first offering.

C. Class Size

In the event a specific on-line course is being taught by an instructor for the first time, enrollment shall be limited to 75% of a traditional course as stipulated in the contract or 10th day enrollment of twenty (20) students, whichever is lower. When the instructor teaches the same course again, enrollment shall be limited to 75% of a traditional course as stipulated in the contract or 10th day enrollment of twenty-two (22) [thirty (30)] students, whichever is lower. In team-courses, the full enrollment of a traditional course will apply. The College reserves the right to designate seats to students enrolling through the NJ Virtual Community College Consortium.

D. Workload

If a faculty member agrees to accept the course reduction to develop the course, the faculty member shall be required to teach the course the semester after development and an additional two times, for a total of three (3) times within three (3) consecutive years. However, if for academic, financial or other reasons, the decision is made not to offer the course that has been developed; the faculty member shall not be held liable for the reduced workload already granted.

E. Evaluation Process

Faculty members teaching distance learning courses shall be evaluated in the same manner as all other faculty members. For on-line courses, faculty will be advised of the observation in accordance with Articles VII.B.3.b. and VII.B.4.a. (3). The College has the right to administer student surveys of on-line courses to evaluate the mode of instruction. The faculty member has the right to place the student survey of an on-line course in his/her file.

ARTICLE XI
EDUCATIONAL, INSURANCE, & MISCELLANEOUS BENEFITS

A. Admission to Courses

On a space-available basis, all faculty members are to be granted free admission and fees to two (2) courses per semester (credit and/or non-credit) at Raritan Valley Community College so long as there is no conflict with their own assignments as determined by the Senior Vice President of Academic Affairs. However, if a course requires the payment of a fee to a third party vendor or payment of a fee for supplies, and the course is unrelated to the faculty member's field of study, the faculty member will be responsible for the payment of the fee at the rate charged to the college. The faculty member will pay for the cost of the books.

On a space-available basis, faculty dependents, including spouse or civil union partner, children and other qualifying dependents under the US Internal Revenue Code, are to be granted free admission and fees to three courses (credit/noncredit) per semester at Raritan Valley Community College for which they meet entrance requirements. However, fees payable to a third party vendor, fees for supplies, and/or the costs of textbooks shall not be included. The payment of any third party vendor fee or payment of any fee for supplies shall be chargeable at the rate charged to the College. If the dependent is a full-time, matriculating student at the college, the limitation on credit courses per semester will not apply.

B. Educational Benefits

A faculty member shall be entitled to reimbursement of tuition and fees for graduate studies or continuing education sessions equal to eighteen (18) credits in any period beginning in September and ending in August, no more than six (6) of which can be in continuing education units. A faculty member shall be entitled to reimbursement for no more than two courses in any given semester, except if the faculty member is on a sabbatical leave or professional leave he/she may be reimbursed for up to nine (9) graduate credits in any given semester. First year personnel will be limited to 2 courses during their first year, starting with the second semester of their first year of employment. Reimbursement shall be at the graduate credit hour rate for the equivalent program at Rutgers, the State University, or at seventy-five (75) percent of the existing rate of the institution the faculty member is attending, whichever is the greater amount.

All reimbursed courses taken must be in an approved degree program or be related to the individual's work function at the College. Approval to enroll in a reimbursed graduate or continuing education course must be obtained from the appropriate Senior Vice President for Academic Affairs prior to enrollment. A faculty member shall be reimbursed for one-half (1/2) cost, at the above rate, upon enrollment; the remaining portion to be reimbursed upon satisfactory completion of the course. A faculty member shall reimburse the College for courses not completed or for courses where grades are not submitted within six (6) months of the semester's end unless an acceptable explanation for non-compliance is provided by letter to the Senior Vice President for Academic Affairs within the six (6) month period. In no case shall the Board pay for thesis or dissertation continuation. In all cases, it is the obligation of the faculty member to verify that reimbursable courses are not thesis or dissertation continuations.

C. Insurance Coverage

1. Each faculty member shall receive the right of personally prepaying premiums of all insurances to which he/she is entitled prior to or during any officially approved leave of absence without pay.
2. The Board shall maintain liability insurance for an amount equal to that provided all other college employees for all faculty members while they are conducting official college business. The Board shall insure against any civil action that would be brought against any faculty member for any act or omission arising out of and in the course of the performance of his/her duties of his/her office, position or employment.
3. The personal insurance coverage accruing to a faculty member shall be that term insurance provided in conjunction with the retirement system through the State of New Jersey.

D. Health Benefits

1. Faculty shall be eligible to enroll in the Health Benefit program offered by the College. Faculty members may also enroll eligible dependents, including domestic partners and civil union partners as defined by New Jersey statutes.
2. During the term of this Agreement, the College shall make available to all employees the School Employee Health Benefits Program, including NJ Direct 15, NJ Direct 10 and Aetna HMO.
3. Eligible Faculty shall be entitled to enroll in the health benefits program offered by the college. A faculty member may also enroll eligible dependents, including domestic partners as defined by New Jersey State statute. The college shall provide health care through the New Jersey School Employees Health Benefits program. The college under Chapter 78, P.L. 2011 effective June 28, 2011, is required to collect contributions through payroll deduction. The percentage rate of contributions is determined based on the employees' annual salary and the selected level of coverage, the percentage of health care and prescription premiums for a salary range cannot be less than 1.5% of the base salary. The increased employee contributions will be phased in over a 4 year period.
4. New faculty (all full time employees) hired after June 28, 2011, the effective date of Chapter 78, P.L. 2011 contribute at the highest percentage level (level 4) upon their hire date.
5. Prescription benefits shall change from the current self-insured plan to comparable coverage under the School Employees Health Benefits Program (SEHBP).
6. Each faculty member or his or her eligible dependents shall be entitled to reimbursement of bills of up to \$300 per fiscal year incurred as a result of obtaining a general physical examination (required lab work included) and/or a gynecological exam (required lab work included) and/or an ophthalmic examination and/or eye glasses or contact lenses incurred within that fiscal year. To obtain the benefit, the faculty member must present a personal

expense voucher, generally within sixty (60) days, and receipt(s) stating that the physical examination(s) was completed and/or the eyeglasses or contact lenses were purchased to the Benefits Manager. Also included must be evidence of partial payment or denial of all bills from his/her insurance carrier. In the event that more than one receipt is submitted for reimbursement, the faculty member must submit all receipts at one time. If bills are not forthcoming within the same fiscal year the physical occurred, notification must be provided to the Benefits Manager Office by June 30.

If a faculty member so chooses, he/she may skip a fiscal year and apply the **\$300** to a sum total of up to **\$600** for an examination(s) in the next fiscal year.

7. The Board of Trustees and the Faculty agree to provide members of the Faculty with a reasonable and customary Dental Plan for which the Board will pay fifty (50) percent of the premium per month. Federation will pay through payroll deduction fifty (50) percent of the Dental premium per month.
8. In the event health insurance provisions fail to meet requirements of ACA and its related regulations or cause the College to be subject to penalty, tax or fine, The Federation and College will meet immediately to bargain over alternative provisions so as comply with ACA and avoid and/or minimize any penalties, taxes or fines for the College. The parties agree that this reopener is limited to the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic including but not limited to compensation.

E. Miscellaneous Benefits

1. If the Administration requires a faculty member to operate his/her personal motor vehicle in the performance of regular business of the College, the College shall reimburse the faculty member at the State rate per mile to cover all motor vehicle expenses, including insurance, paid by the faculty member. However, before using his/her personal vehicle, a faculty member agrees to provide a minimum of five (5) working days advance notification to reserve a College vehicle.
2. For the duration of this contract, Child Care Center fees for children of the Faculty will be as follows:

For the first child, employees earning:

- Less than \$60,000 shall receive a 37.5% discount from the full rate
- \$60,000 to \$70,000 shall receive a 25.0% discount from the full rate
- \$70,000 to \$80,000 shall receive a 12.5% discount from the full rate
- \$80,000 or more are responsible for the full rate.

There will be no College discount granted on fees.

Attendance for additional children will be billed at one-half (1/2) the standard rate for the age of that child. The "first child" is defined as the child who is regularly enrolled on a continuous basis; the "additional children" are the ones who have been at the Center for less time than the first child, or the ones who are considered drop-ins or summer only participants.

Among all groups of College employees, registrations will be accepted on a first come, first served basis within parameters set down by the Child Care Center policies.

ARTICLE XII
FACULTY FACILITIES

- A. The Board agrees to provide the teaching faculty with office space of such a nature that the counseling of students can be conducted in a satisfactory manner.
- B. Telephone -Every faculty member will be assigned a separate extension number for telephone service.
- C. Lounges – The College will provide lounges for employees that are comfortable and quiet.
- D. Conference Rooms, Etc. - There will be adequate conference rooms available to the faculty for purposes of departmental meetings, special meetings, and the like.
- E. Library, Supplies, Equipment, Storage, Special Purpose Rooms - So far as budgetary considerations allow, the Board will attempt to provide adequate space for supplies and storage as well as special purpose rooms and equipment rooms.
- F. Rest Rooms - Adequate rest rooms shall be provided.
- G. Special Services - Duplicating, Secretarial, Etc. - The faculty shall be provided with secretarial and clerical assistance.
- H. The Board shall provide adequate parking facilities for faculty at no charge.

ARTICLE XIII
SABBATICAL LEAVES AND ABSENCES

A. Sabbatical Leave

1. Sabbatical leaves are awarded by the Board of Trustees to selected members of the faculty to foster creative activities related to their disciplines. These activities should be of direct educational or institutional value to the College and they should increase the faculty member's professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing for the completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities clearly relevant to and designed to enhance the recipient's value to the College. Faculty teaching in academic areas of rapidly changing technologies and skills may qualify for Sabbatical Leave with a specific purpose of maintaining and developing advanced professional expertise and competencies.
2. Faculty members shall be eligible for consideration for sabbatical leave after the completion of six (6) academic years, excluding leaves of absence, at Raritan Valley Community College since beginning service or since the last sabbatical leave at Raritan Valley Community College. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work. Length of service alone does not satisfy the preceding criteria.
3. Sabbatical leave may be for one (1) semester or two (2) semesters in duration. Full salary at the salary rate which he/she would have received if he/she had remained actively employed will be paid for a one (1) semester leave, and half (1/2) salary of the salary rate which he/she would have received if he/she had remained actively employed will be paid for a two (2) semester leave.
4. It is the intent of the Board to grant a minimum of four (4) and a maximum of seven (7) sabbatical leaves during an academic year taking into consideration the budgetary limitations on granting such leaves as well as the professional plans of various faculty members whose superlative past performance, promise and plans for leave are demonstrably superior. Budget limitations must be justified on previous College financial budgets. At least one of the minimum of four (4) sabbaticals to be granted by the Board each year shall be for one (1) semester, unless the Faculty Sabbatical Leave Committee recommends otherwise. In the event that the maximum of seven (7) sabbatical leaves are granted during an academic year, at least two (2) of those sabbaticals will be for the full academic year.
5. Applications from faculty members for sabbatical leaves shall be submitted to a Faculty Sabbatical Leave Committee, with a copy to the Senior Vice President for Academic Affairs no later than December 1st of the year preceding the academic year for which the sabbatical leave is requested. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

6. The Faculty Sabbatical Leave Committee shall consist of five (5) members of the tenured faculty. Two (2) will be appointed by the Faculty Federation and three (3) will be appointed by the President of the College. The five (5) Committee members shall represent broadly the academic disciplines within the College. The Committee shall evaluate applications for sabbatical leave, shall interview applicants and shall forward to the President of the College the names of those faculty members whom the Committee recommends for sabbatical leave by January 31. (In addition, the Senior Vice President for Academic Affairs shall forward his/her recommendations to the President. The President shall make his/her recommendations to the Board of Trustees and the Board shall act on these recommendations at the regular February meeting. The decision with respect to the granting or refusal to grant more than three (3) sabbatical leaves shall be a matter wholly within the discretion of the Board and such decision shall not be subject to grievance, except where the procedures stated in this Article are violated.
7. The recipient of a sabbatical leave retains such rights of regular employment as status on salary schedule, retirement, medical benefits, insurance and tenure. However, he/she is obligated to return to continue his/her employment at the College for at least one academic year after completion of his/her sabbatical leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed during the period of his/her absence. The recipient may accept a grant, fellowship or similar monies usually identified with graduate or post-doctoral study, but employment during sabbatical leave for increased income is incompatible with the purpose of this program.
8. Recipients of sabbatical leaves shall, immediately upon their return to the College, submit to the President, Senior Vice President for Academic Affairs and their colleagues, a comprehensive written report of such activities and accomplishments of the leave and its value to the College.

B. Leave of Absence (Without Pay)

Any faculty member who has been employed at Raritan Valley Community College for at least three (3) full years may apply for a leave of absence without pay. Applications shall be filed with the Senior Vice President for Academic Affairs not later than March 1 preceding the academic year that the leave shall commence. In an emergency situation the faculty member shall make application as soon as possible to the Senior Vice President. The Senior Vice President for Academic Affairs shall review the application and submit it with his/her recommendations to the President for action. Tenure shall not accrue during leaves of absence. A faculty member shall not be eligible for salary increases while on such leave of absence without pay.

C. Maternity/Paternity Leave

1. A faculty member who is pregnant is entitled to receive up to twelve (12) weeks of leave for her own care, if medically necessary, unless the faculty member chooses to use vacation leave. The faculty member must submit an application in conformity with policies of the College.

2. Following the birth or adoption of a child, a faculty member is entitled to twelve (12) weeks leave. The twelve (12) weeks leave may be extended, with the consent of the College, by permitting the faculty member to teach a reduced load.
3. Prior to the expiration of the leave under paragraph 2 above, a faculty member may apply to further extend her/his leave.
4. The faculty member may use paid vacation or sick time during leave taken pursuant to paragraphs 1, 2 and 3 above. If the faculty member chooses not to use paid vacation or sick leave, the leave shall be unpaid.
5. While a faculty member is on leave under the provisions of paragraphs 1 and 2 above, all medical benefits to which the faculty member is entitled under the contract will continue. If a faculty member is granted an extended leave under paragraph 3 above, the faculty member will be responsible for medical benefit premium payments for that portion of the extended leave for which the faculty member does not use paid vacation or sick leave.

D. Death or Illness

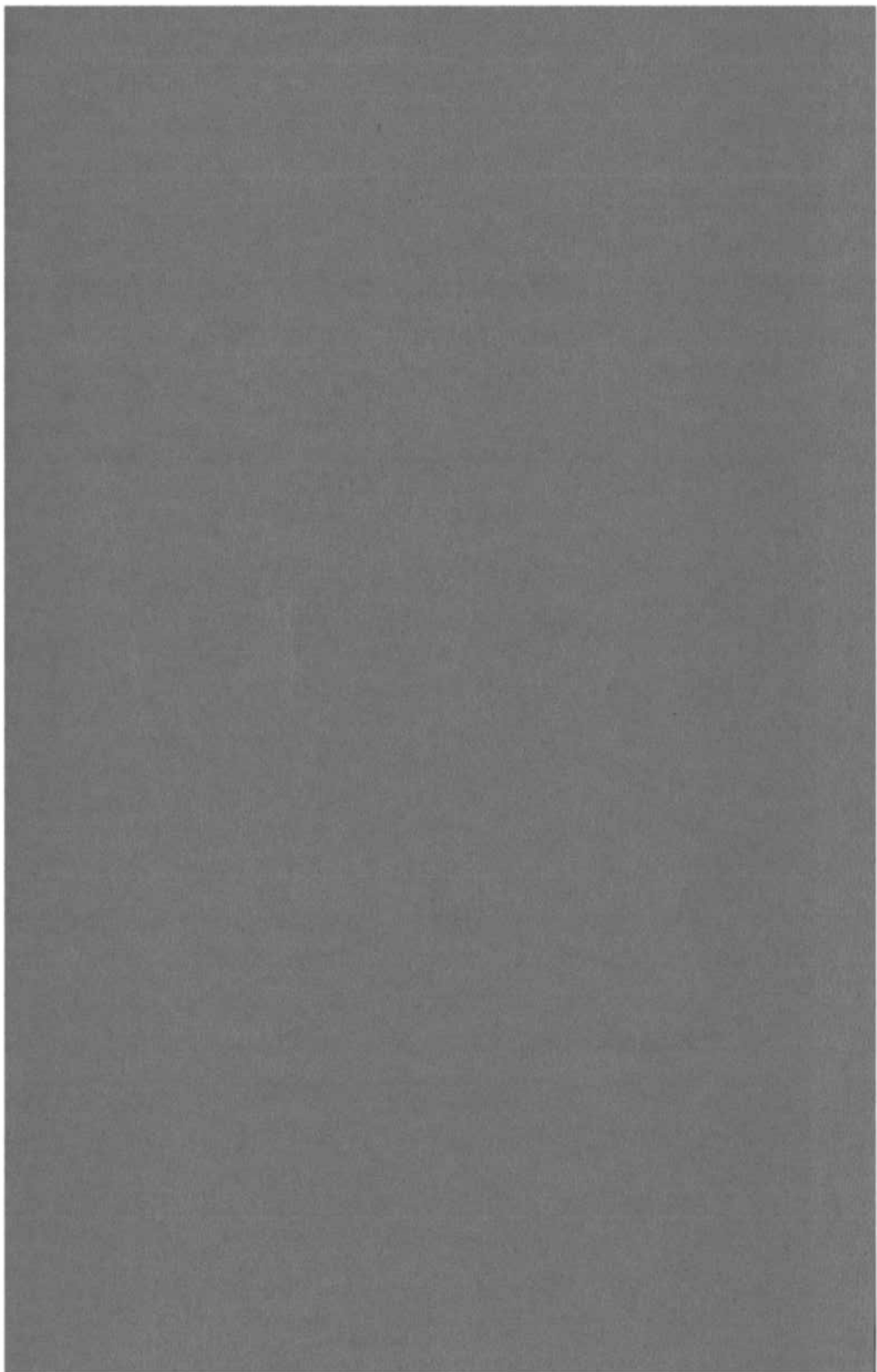
1. Five (5) days of bereavement leave shall be granted to faculty members in the event of death in the immediate family (natural or surrogate parents, wife, husband, son or daughter), and other members of the employee's immediate household.
2. All faculty members shall be entitled to twelve (12) days of sick leave each academic year, with the following exceptions: after five (5) years of service, librarians and the Coordinator of Health Services shall be entitled to thirteen (13) days and counselors to fifteen (15) days of sick leave per year. Such leave will be accumulated for use in event of illness to be used in subsequent years as needed. The Board may require proof of illness.

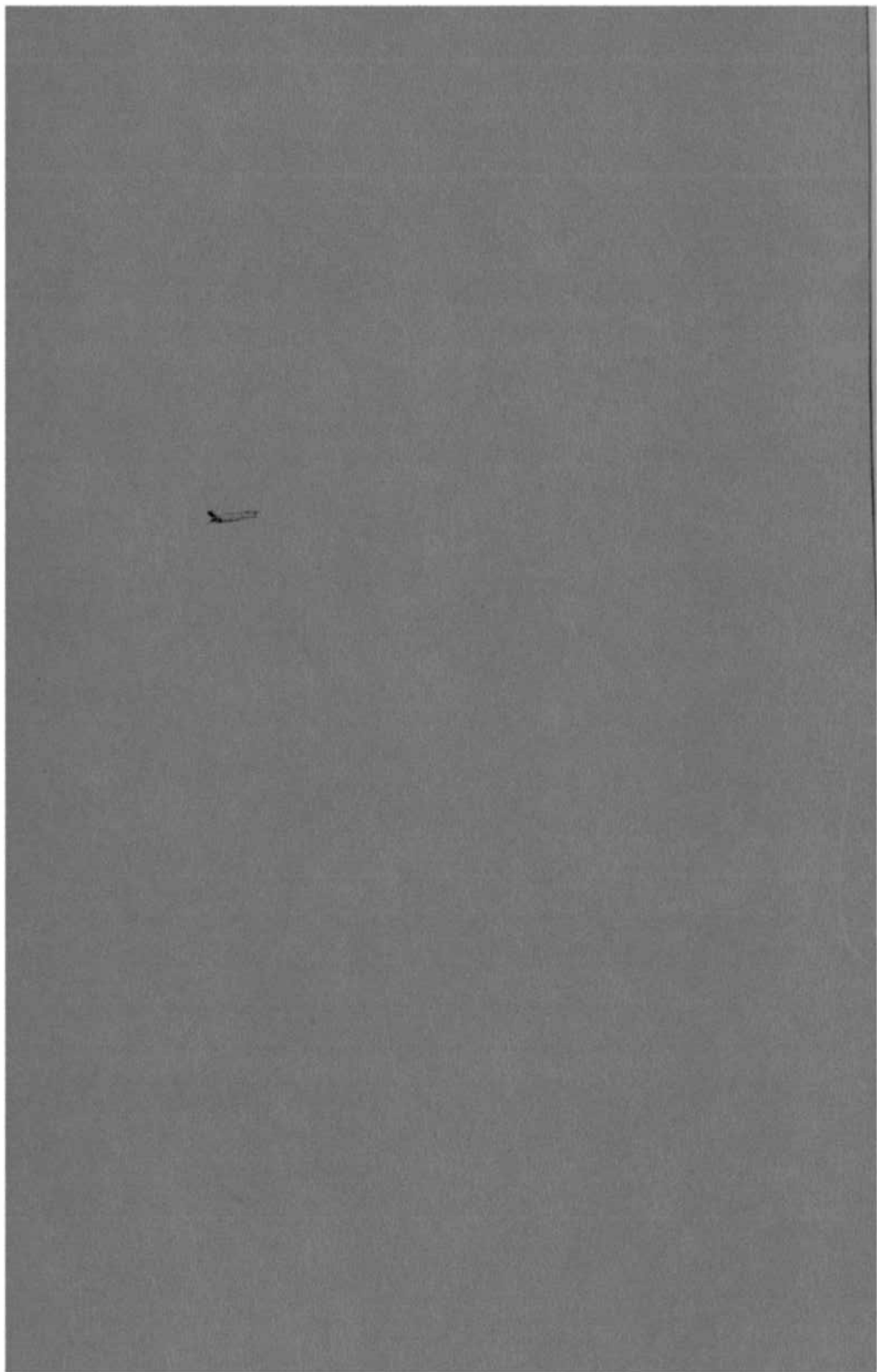
Upon retirement from the College at age 62 or over, with fifteen (15) years or more of full-time consecutive service at the College, the faculty member shall receive a lump sum payment equal to twenty-five (25) percent of the unused portion of his/her accumulated sick leave up to a maximum of thirty-seven and one-half (37-1/2) days payment, computed at the average per diem rate he/she has earned at the College during the last three years of full-time employment (i.e., this in effect means that if a faculty member has accumulated one hundred fifty (150) days of sick leave, he/she will be paid for thirty-seven and one-half (37-1/2) days of that accumulated time). Accumulated sick days in excess of one hundred fifty (150) are not subject to percentage compensation.

3. Sick Leave Bank - A sick leave bank will be established for use by faculty members who have suffered an extended disability and/or catastrophic illness and have exhausted their own sick leave. The bank will be administered by a committee of two (2) administrators appointed by the President and one (1) faculty member appointed by the Federation. Composition of the administrators of the sick bank will conform to state statute.

- a. At the end of each fiscal year, all faculty members may contribute unused sick days which are in excess of their statutory entitlement of ten (10) days per year for personal illness.
- b. In order to be eligible to use the sick leave bank, a faculty member must have contributed at least two (2) days within the prior one (1) fiscal year to the bank. Exceptions may be considered in extraordinary circumstances. A faculty member cannot contribute unless they have at least one (1) continuous year of service as of June 30 of each year.
- c. The total sick leave bank shall not exceed one thousand (1,000) days. A faculty member must contribute to the bank in order to maintain his/her eligibility, even when such contribution would cause the bank to exceed the maximum of one thousand (1,000) days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at one thousand (1,000) days.
- d. The Human Resources Office shall maintain the record of contributions and withdrawals from the sick leave bank.
- e. An eligible faculty member may present a claim to the Human Resources Office for additional sick leave from the bank after all personal sick leave days are exhausted. Upon presenting such a claim, the faculty member must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury, an indication of when the period of disability began, and, if possible, when it is expected that the employee will be able to return to normal duties. The Board reserves the right to employ a physician of its own choosing to render a second opinion.
- f. Claims for sick leave from the bank may not be made for illness or injury resulting from a job-related condition which falls under the worker's compensation laws.
- g. Faculty members who do not qualify for participation in the sick leave bank program under this Article because they have less than one year of continuous service, can elect to participate in a Temporary Disability Plan by paying an amount equal to half cost of the premium, with levels of benefits to be equivalent to the State Disability Plan. At the time a faculty member is eligible to participate in the sick bank program, the member is not entitled to participate in the Disability Plan.
- h. No faculty member may claim more than one hundred five (105) days from the bank in any twelve (12) month period. Once a faculty member has used a total of one hundred five (105) days during any twelve (12) month period, he/she is not eligible for further withdrawals from the bank until he/she has worked twelve (12) additional months of continuous service.







AGREEMENT

BETWEEN

THE MANCHESTER TOWNSHIP BOARD OF EDUCATION

AND

THE MANCHESTER TOWNSHIP EDUCATION ASSOCIATION

COVERING THE PERIOD

JULY 1, 2012 THROUGH JUNE 30, 2015

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PREAMBLE

The following constitutes a contract between the Manchester Township Board of Education and the Manchester Township Education Association.

ARTICLE I

Recognition and Purpose

- 1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiating concerning grievances and terms and conditions of employment for all regularly employed certified and non-certified personnel employed by the Board and listed below.
- 1:2 This contract applies to all classroom teachers, special teachers, guidance counselors, Child Study Team members, librarians, nurses, full-time physical therapists, full-time occupational therapists, Athletic Trainer, secretaries*, (**), para-professionals, and all other clerical personnel, but excludes administrative and other supervisory personnel as well as the secretaries to the superintendent, assistant superintendent, business administrator, director of special services, director of curriculum, director of student and administrative services, supervisor of buildings and grounds, the payroll specialists and the budgetary specialists.
- * The secretary to the Supervisor of Building and Grounds shall be reclassified as non-confidential and thereby returned to the Association's bargaining unit immediately upon the retirement, resignation or termination of the employee currently serving in that position.
- ** If an attendance officer is hired it shall be a secretarial position.
- 1:3 Unless otherwise indicated, the term "employee" used hereinafter in this agreement shall refer to all employees represented by the Association as noted in 1:1 above. The term "teacher," when used hereinafter in this agreement, shall refer to all certified employees in the negotiating unit as noted in 1:1 above. The term "secretaries," when used hereinafter in this agreement, shall refer to all secretaries and clerical personnel in the negotiating unit as noted in 1:1 above.
- 1:4 Employees regularly employed on a part-time basis shall receive salary pro-rated to that of employees on a full-time basis. Such employees shall receive all benefits in Article X pro-rated to the nearest whole day.
- 1:5 Employees employed for less than twenty (20) hours per week shall not be eligible for health insurance benefits.

1:6 The Board and the Employee agree to participate in negotiations under the New Jersey Employer-Employee Relations Act, such participation being in good faith for the purpose of arriving at mutual agreement on the terms and conditions of employment. Negotiations shall begin no later than October 1 of the year prior to the school year for which the contract will be negotiated.

ARTICLE II

Negotiating Procedure

2:1 Directing Requests

Request for meetings from the Employee shall be made directly to the Superintendent of Schools. Requests from the Board shall be made to the representative of the Employee. A mutually convenient meeting date shall be set within forty-five (45) calendar days of the date of request by either party, if feasible.

2:2 Meetings

Meetings shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. Official summary minutes shall be kept and clerical assistance provided; clerical assistance shall be shared equally by both parties.

2:3 Agreement

When agreement is reached, it shall be reduced to writing by the Board, and when ratified by the Board and the Association, shall be signed by both parties. The agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the unit.

ARTICLE III

Grievance Procedure

A grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment of the employees covered by this agreement. (Appendix A)

3:1 Level 1: The aggrieved person shall submit his/her grievance in writing on the Grievance Form 1 to the Building Principal within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.

3:2 The Building Principal shall answer or settle the matter within five (5) school days of receipt of the grievance.

3:3 Level 2: If the aggrieved person is not satisfied with the Level 1 response, the grievant may appeal to the Superintendent on Grievance Form 2 within ten (10) school days of the Level 1 response.

- 3:4 The Superintendent shall answer or settle the matter within ten (10) school days after receipt of Grievance Form 2.
- 3:5 Level 3: All foregoing steps having been taken without satisfaction, the grievant may appeal to the Board of Education using Grievance Form 3. This appeal shall be made within ten (10) school days of the termination of the proceeding time stipulation.
- 3:6 The Board of Education, or its representative, shall meet with the grievant within thirty (30) school days of the appeal, and render a decision within fifteen (15) school days of the hearing.
- 3:7 Level 4: If the aggrieved is not satisfied with the disposition of the grievance by the Board of Education, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Executive Board of the Association determines that the grievance is meritorious, they may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved.
- 3:8 Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.
- 3:9 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- 3:10 The arbitrator shall limit him/herself to the interpretation and application of the terms of this Agreement, and to the issues submitted to him/her and consider no other(s).
- 3:11 The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not provided for in this Agreement.
- 3:12 The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in the Agreement, shall be final and binding on the aggrieved employee or employees, the Association, and the Board.
- 3:13 All fees of the arbitrator including, but not limited to necessary travel expenses, fees for transcripts, and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

- 3:14 Nothing in the Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.
- N.B. It should be understood that in Levels 1 through 4 of the procedure, the grievant may be accompanied by no more than three (3) representatives of his/her choosing.

ARTICLE IV

Costs and Expenses

Costs and expenses incurred in the printing of any of the terms of this contract shall be mutually shared by the Board and the Association. The signing and printing of the contract must be accomplished in a timely manner, not to exceed sixty (60) days from the ratification by both parties, if possible. The contract shall be reduced to writing by the Board.

ARTICLE V

Strikes and Lockouts

For all Unit Members

- 5:1 During the period of this Agreement or any extension thereof, there shall be neither strikes nor other stoppage of the educational process by the Unit or its members, nor any lockouts of employees of the Board.
- 5:2 In addition to any other restriction under the law, the Association shall not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work, and the Employer shall not cause a lockout.
- 5:3 Except as abridged, limited, or modified by the terms of this contract, the Employer may exercise all rights, powers, duties, authorities, and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of New Jersey and the United States of America. Except as abridged, limited, or modified by the terms of this contract, all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of employees, are retained by the Employer.

ARTICLE VI

Amendments

All or any part of this contract may be amended by mutual agreement in writing.

ARTICLE VII

School Calendar

- 7:1 Prior to February 1 of each year, the Manchester Township Education Association shall submit to the Superintendent, its recommendations with respect to the school calendar for the ensuing school year.
- 7:2 When possible and practicable, the calendar shall be adopted at the regular April Board of Education meeting and distributed to the employees as soon as possible.
- 7:3 The in-school year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-four (184) days, including orientation day and three (3) professional (in-service) days. The last day of school for certificated staff shall be the day of high school graduation.
- 7:4 Secretaries and para-professionals employed on a ten month basis shall have a work year, from September 1 to June 30, with the same holidays/vacation days as the teachers.
- 7:5 Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, with the same holidays/vacation days as the teachers, plus Labor Day off, and July 4th off during the two summer months of work.
- 7:6 Staff will be afforded half days the day before Thanksgiving and Winter Recess.

ARTICLE VIII

Vacation

- 8:1 Twelve month secretarial vacation schedule with pay for those hired before July 1, 1989 remains the same.

Less than one (1) year of employment	- one (1) day per month employed, up to a total of ten (10) days
After one (1) year of employment	- ten (10) days
After five (5) years of employment	- fifteen (15) days
After ten (10) years of employment	- twenty (20) days
After fifteen (15) years of employment	- twenty-five (25) days

- 8:2 For those hired as of July 1, 1989 the following vacation schedule applies:

After one (1) year of employment	- ten (10) days
After five (5) years of employment	- twelve (12) days
After ten (10) years of employment	- fifteen (15) days
After fifteen (15) years of employment	- twenty (20) days

- 8:3 Vacation eligibility shall be figured by anniversary date of each employee. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Building Principal or Supervisor. Such approval shall not be arbitrarily withheld. In the event of a conflict, seniority shall prevail.
- 8:4 Ten month secretarial vacation schedule:
Eight (8) paid vacation days following the end of each school year –or-
eight (8) vacation days during the course of the school year, at times mutually agreeable to the individual and his/her supervisor.
- After five (5) years in the school system, the number of vacation days shall be increased to ten (10).
- 8:5 Secretaries filling the current four (4) ten-month secretary positions shall continue to work the calendar as per Article 7:5 and receive vacation days pursuant to this agreement. As of July 1, 2000 all additional ten-month positions shall not receive vacation days but will work the teachers' school calendar.

ARTICLE IX

Work Hours and Work Load

- 9:1 **Teacher Workday**
- 9:1-1 The total in-school regularly scheduled workday for full session teachers based in the elementary schools and the middle school shall consist of no more than seven (7) hours and five (5) minutes. The additional five (5) minutes (non-instructional) shall only be used for monitoring students upon arrival or dismissal.
- The total in-school regularly scheduled workday for full session teachers based in the Regional Day School shall consist of no more than seven (7) hours.
- 9:1-2 Teachers in the elementary schools shall have a fifty (50) minute duty free lunch. On the two (2) day in-service abbreviated days only, the fifty (50) minute lunch period may be provided by splitting the times into two (2) segments. The actual scheduling of the fifty (50) minutes is dependent upon the specific traveling needs of an individual school. The in-service abbreviated days shall not exceed two (2) days in any school year.
- 9:1-3 Teachers in the middle school shall have a duty free lunch equal in duration to a teaching period.
- 9:1-4 The total in-school regularly scheduled workday for full session teachers based in the high school shall consist of no more than seven (7) hours and five (5) minutes. The additional five (5) minutes (non-instructional) shall only be used for monitoring students upon arrival or dismissal.
- 9:1-5 Teachers in the high school shall have a duty free lunch equal in duration to the students.

- 9:1-6 Kindergarten teachers shall have a fifty (50) minute duty free lunch.
- 9:1-7 Teachers based at both the high school and the elementary schools shall be deemed to be based at the elementary school.
- 9:1-8 When a teacher is based in more than one building, the Superintendent shall determine where based for purposes of faculty meetings.
- 9:1-9 Teachers based in the high school will continue the practice of remaining for one (1) hour per week to give extra help to students. Teachers based at the Middle School shall provide one (1) hour of extra help before or after school, of which 20 minutes may be during any flex period, once per week.
- 9:1-10 Commencing September 1, 2003, within the seven (7) hour workday, instructional time will increase by twenty (20) minutes in all schools except Regional Day. The length of prep and lunch will not be reduced by this increase in instructional time.

In addition, commencing September 1, 2006, within the seven (7) hour five (5) minute workday, the additional five (5) minutes will be used to monitor students upon arrival or dismissal.

The Regional Day School schedule remains unchanged.

9:2 **Teacher Workload**

- 9:2-1 Full session teachers based in the elementary school shall have no less than two hundred fifteen (215) minutes of preparation time in the course of a normal school week. At the elementary level, whenever possible, one (1) period shall be scheduled for each day.
- 9:2-2 Full session teachers based in the middle school shall have one (1) preparation period per day, equal in length to the normal or average teaching period.
- 9:2-3 Part-time teachers shall have consecutive teaching periods. The teacher will be required to sign in ten (10) minutes before his/her first class, and sign out after his/her last class.
- 9:2-4 Prep periods shall be a continuous amount of time equal to an average normal teaching period in that building whenever possible.
- 9:2-5 Full session teachers based in the high school shall have no more than six (6) periods per day, five (5) teaching and one (1) duty. They shall have one (1) preparation period per day equal to the normal or average teaching period.
- 9:2-6 Any high school teacher assigned to teach a regularly scheduled sixth (6th) period class **under a traditional teaching schedule** shall have no duty assignment and shall receive a base pay differential of six thousand eight hundred dollars (\$6,800) for the duration of the contract. For assignments of less than five (5) days per week, the base pay differential shall be pro-rated based upon a five (5) day week and a thirty-six (36) week school year. If at any time the traditional schedule is replaced by an alternate schedule (ie block) the sixth period stipend

shall be suspended. However, if the traditional schedule is resumed, the sixth period stipend shall be reinstated at the base pay differential of \$6800.00. In the event the district institutes or seeks a block schedule the Association and the Board agree to craft a sidebar agreement addressing other areas in the contract that would speak to said schedule.

- 9:2-7 Kindergarten teachers shall have two hundred fifteen (215) minutes of preparation time in the course of a normal school week. Whenever possible, one (1) preparation period shall be scheduled for each day.
- 9:2-8 The Board will make every effort in grades 9-12 that teachers will have no more than four (4) consecutive teaching periods per day, if possible, and in all grades for special area teachers, to have no more than three (3) different preps per day.
- 9:2-9 Teachers will be expected to attend no more than twenty (20) meetings of forty-five (45) minutes duration beyond the normal workday, in the period September through June except never more than four (4) in any given month, which meetings shall commence within ten (10) minutes of student dismissal. Teachers may be excused from meetings by the building principal for justifiable reasons, such as coaching and graduate work, which permission shall not be unreasonably withheld. The above shall not preclude occasional meetings between an area supervisor or supervisor and an individual teacher.
- 9:2-10 Teachers will also be expected to attend no more than three (3), fifteen (15) minute meetings per year, held before or after school, but not to be counted in the above required meetings.
- 9:2-11 Five (5) teaching days' notice shall be given to all teachers concerning time and date of faculty meetings, unless there is an emergency meeting called. Principals will schedule faculty meetings at the beginning of the school year, whenever possible. Requests to miss faculty meetings must be in writing to the appropriate principal.
- 9:2-12 Teacher attendance is mandatory at four (4) night events at their respective schools. Guidelines shall be developed by District Administration and Association. These meetings are not to exceed two (2) hours.
- 9:2-13 At the High School and Middle School, every effort shall be made to not assign teachers cafeteria duty during any two consecutive years. Teachers who volunteer for such above duties may do so.
- 9:2-14 No staff member shall be required to cover a class during a preparation period if duty people are available. Any teacher required to cover a class during a preparation period will receive forty-eight dollars (\$48) per class covered if the time exceeds twenty (20) minutes. The decision to assign a teacher to cover a class during a duty period shall only be made by an administrator. Thorough consideration will be given to an equal sharing of these assignments on a rotating basis.

- 9:2-15 If it becomes necessary to split up classes and distribute the students among the other classes, the teacher receiving such students shall be paid forty-eight dollars (\$48) if:
1. at least five students are received, and
 2. students stay at least forty (40) minutes
 3. teachers based at the Elementary and Regional Day Schools shall be paid forty-eight dollars (\$48) for the morning and an additional forty-eight dollars (\$48) for the afternoon.
- 9:2-16 Teachers chaperoning school sponsored trips (not teacher initiated) that extend beyond 5:00 p.m. shall be compensated at the rate of **forty-eight dollars (\$48)** per hour, or any fraction thereof. Exception to the above is the Senior Class trip.
- 9:2-17 Staff required to act as interpreters, upon approval of an administrator, or to translate written material necessary for communication with parents with limited English proficiency shall be compensated at the negotiated rate.

This shall be payable for services rendered for a period of at least fifteen (15) minutes per occurrence.

9:2-18 **Communicating With Parents via E-mail**

Communication via e-mail shall be one approved method of communicating with parents/guardians and shall remain the prerogative of the instructor.

9:3 **Secretary Workday**

- 9:3-1 The workday shall consist of seven and one half (7 1/2) hours (35 hours per week) which shall include a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks.
- 9:3-2 Secretaries may take a 45 minute lunch and shall have only one (1) fifteen (15) minute break during the work day - or - secretaries may take a sixty (60) minute lunch but shall have no fifteen (15) minute breaks during the work day. The sixty (60) minute lunch will be granted provided that office has secretarial coverage.
- 9:3-3 Summer workdays shall consist of six (6) hours, not including one half (1/2) hour for lunch and two (2) fifteen minute breaks or one (1) hour for lunch, starting the second full day after school closes for pupils, until ten (10) working days before school opens for pupils. If a 4-day schedule is implemented, the workday shall consist of seven (7) and one-half (1/2) hours which shall include two (2) optional fifteen minute breaks. A thirty (30) minute lunch period will be provided, but it is not included as part of the seven (7) and one-half (1/2) work day. Any temporary leave or vacation days during a 4-day schedule will be charged at a rate of a day and a quarter (1.25)
- 9:3-4 In no case shall a secretary be required to start work more than one (1) hour before the start of the pupil day. Assigned hours will be consecutive, exclusive of lunch. School based secretaries are expected to stay until the building principal excuses them on days of emergency closing; but in no case later than 45 minutes after school is dismissed. Assignment to be rotated per school.

- 9:3-5 Hours worked in excess of the above seven and one half (7 1/2) hours shall be compensated by payment of one and one half (1 1/2) times the regular hourly rate. No overtime shall be built into an employee's workday.
- 9:3-6 Secretaries shall not be required to perform duties other than secretarial and clerical in nature.
- 9:3-7 Secretaries who remain in the building at administrative request during an inclement weather closing shall receive a payment, per occurrence, of forty-eight dollars (\$48) for the duration of the contract.
- 9:4 **Para-professional - Hours of Work and Work Year**
- 9:4-1 Work year shall be 182 days.
- 9:4-2 Hours per day shall be the same as for the teachers assigned to the different schools. However para-professionals shall not be required to work during afternoon conferences. If called upon to attend conferences, said para-professional shall be compensated at that employee's regular hourly rate.
- 9:4-3 **Elementary Schools Lunch and Break Times**
- Lunch breaks combined for kindergarten para-professionals. All others: fifty (50) minute lunch and two (2), twenty (20) minute breaks. In case of inclement weather, lunch will be thirty (30) minutes.
- 9:4-4 **Middle School Lunch and Break Times**
- Lunch: forty-three (43) minutes. Two (2), twenty (20) minute breaks. In case of inclement weather, lunch will be thirty (30) minutes.
- 9:4-5 **Regional Day School Lunch and Break Times**
- Lunch: thirty (30) minutes. Two (2) fifteen (15) minute breaks and one (1) one-half hour (1/2) prep at the end of day.
- 9:4-6 Break times to be agreed upon between teacher and para-professional; however, one shall be in A.M. and one in P.M.
- 9:4-7 All lunch periods and breaks shall be duty free.
- 9:4-8 Para-professionals shall not be assigned duties of the teacher, their job is to assist. As a general rule, para-professionals shall not be left alone with a class without a teacher present.
- 9:4-9 Para-professionals will sign off on a job description to be mutually developed by the Board and the Association, to include training and Hepatitis B vaccination. Said job description will be applicable to all summer school employees.
- 9:4-10 High School Para-professionals lunch and break times

Lunch: thirty (30) minutes. Two (2) fifteen (15) minute breaks; however one shall be in the A.M. and one in the P.M.

9:4-11 Staff members shall not be required to perform a single-person lift for any child who exceeds thirty-five (35) pounds. In the event a two-person lift must be performed, available, trained staff within the building shall be used.

9:5 **Athletic Trainer and Nurses**

9:5-1 The Athletic Trainer's contract shall run two hundred three (203) days between August 15, and June 15. The extra twenty (20) days included above, shall be paid at twenty, two hundredths (20/200th) of the current salary, to be distributed equally throughout the contract. Additional hours shall be at the discretion of the Athletic Director, and shall be compensated at the above rate on a time card basis.

9:5-2 Work required for the maintenance of the Athletic Trainer's certificate/license shall be paid by the employer at the current rate. The employee shall submit a voucher for such payment.

9:5-3 If it is necessary for a school nurse to cover another building said nurse shall be given advance notice, when possible, of the need for temporary coverage. The nurse(s) shall be compensated at the current timecard rate for any portion of the workday which exceeds the regular portion thereof. Nurses shall continue to submit mileage for travel between buildings for which they shall not need prior approval.

ARTICLE X

Temporary Leaves of Absence

10:1 **Sick Days**

10:1-1 The Board shall grant twelve (12) sick days per year for twelve month employees.

10:1-2 For ten month employees, the Board shall grant ten (10) sick days per year.

10:1-3 All employees shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.

10:1-4 Call-in time for all temporary leaves of absence shall be no later than one (1) hour prior to the start of the individual reporting time.

10:1-5 Para-professionals: If an employee leaves from work for reasons of illness, he/she shall be charged pro-rata for sick days.

10:1-7 **Sick Leave Bank**

A sick leave bank shall be established. Each employee covered by this agreement shall be given the option of participating. Each participant must contribute one of his/her sick days to the bank. At the beginning of each school year, each employee covered by this agreement

shall be given ninety (90) days in which to join. Open enrollment shall be held every two years thereafter. New employees shall have ninety (90) days from date of hire to enroll. Initial buy-in for all employees shall be one (1) day and one (1) day per year thereafter until the pool of days reaches a maximum of one thousand (1,000) days. Contributions will be suspended until the pool of days drops to 30% of the maximum days. A signed form donating one sick day must be completed by all employees participating in the sick leave bank. Employees must donate time to be eligible to draw from the bank. No days may be drawn without authorization from the Committee.

This shall constitute a pool of days upon which a participant may draw, as explained below:

A participant, who has exhausted his/her days due to a protracted, verifiable, and catastrophic illness and/or injury which is the reason for the application to this committee is eligible. Pregnancy, elective surgery, and non-emergent medical treatment are not considered catastrophic.

Any eligible employee requesting time from the sick day bank must request such days in writing addressed to the Committee at least thirty (30) days before the days, if granted, are to be used.

All requests must be submitted to the Superintendent of Schools and the letter of request must include a physician's note indicating the diagnosis and the projected length of the absence and projected date to return to work.

The eligible person agrees to release any additional medical records related to the request upon the request of the Committee, to the school physician to review.

The applicant must provide an accurate history of his/her sick day record.

The participant's record must show non-abuse of sick day usage, as determined by the Committee.

The Committee may or may not award the days, and may do so in not more than forty-five (45) day segments in any one school year. Reapplication is necessary for each segment. Approval of reapplication is at the discretion of the Committee.

The Committee may approve the request, deny the request, or approve the request at a reduced number of days. This will be done through a majority vote of the Committee members.

Unused sick days shall be returned to the Sick Day Bank upon the employee's return to work. Exceptions shall be handled at the discretion of the Committee.

The maximum allowable sick days provided to any one employee shall not exceed ninety (90) days.

If the pool diminishes to the point where it is less than 30 percent of whole days in relation to the number of participants, participants shall be asked to contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt NOT to

continue, such action would constitute withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

The Committee shall be as follows:

Three (3) members, two (2) certified and one (1) support staff, of the Manchester Township Education Association, as selected by the Manchester Township Education Association.

Board of Education (1)

The Superintendent

The Board Business Administrator

10:2 Payment for Unused Sick Leave and Retirement

10:2-1 Upon retirement, an employee shall be compensated for his/her accumulative sick leave at a rate of half (1/2) pay for each full day, with a maximum dollar amount of twenty thousand dollars (\$20,000). If statutory language caps the amount allowable for accumulated sick leave compensation, and that amount is less than twenty thousand dollars (\$20,000), that amount shall replace the existing rate.

10:2-2 In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.

10:2-3 Previously accumulated sick leave will be restored to any Association member upon return from an extended, Board approved, leave of absence.

10:2-4 403(b) Sick Leave Compensation

The Board shall deposit an employee's accumulated sick leave compensation into a 403(b) account of the employee's choosing within thirty (30) days of separation from the district via retirement.

10:2-5 403(b) Account Management

To preserve the investment interests of staff, the Board shall apprise the Association of, and accept input, prior to making decisions concerning the design and implementation of any actions taken to conform to the new regulations for 403(b) plans, or any further regulations that may be considered or enacted by the IRS or other bodies with respect to same.

Such decisions shall include, but not be limited to:

- a. Decision to utilize a third party to administer and coordinate information sharing among vendors
- b. Access to, and involvement in determination of plan changes
- c. Number of, and criteria for the selection of vendors
- d. List of approved vendors and options
- e. Available investment options, regardless of vendors
- f. Optional features (repayment terms, rollovers, exchanges and transfers, etc.)

- g. Regular review of plan by all parties, including the Association

The Board shall continue to provide staff access to multiple 403(b) vendors. Said vendors shall meet state regulations.

The Board shall grant employees access to personal loans, catch up contributions, hardship, and in-service withdrawals from the employee's 403(b) account.

10:3 **Professional Days**

The Board shall grant four (4) professional days subject to the Superintendent's approval. Additional days may be granted at the discretion of the Superintendent of Schools. All approved expenses shall be reimbursed within thirty (30) days of professional day. For para-professionals, the Superintendent may authorize absences of para-professionals for professional purposes, not to exceed three (3) school days in any school year. The employees shall make application for the authorization of such absence at least ten (10) days in advance of their occurrence.

10:4 **Personal Days**

10:4-1 The Board shall grant two (2) personal days per year for ten (10) month employees for their first and second years of employment and four (4) personal days thereafter. The Board shall grant five (5) personal days for twelve month employees. The employee will not be required to state the reason for taking such leave other than stating that it is a personal day. Employees are required to give forty-eight (48) hours notice except in an emergency situation. Days not used in a calendar year shall be transferred to the individual's accumulated sick days at the rate of one (1) day per personal day. No more than five percent (5%) of the teaching staff will be permitted to take a personal day on any given day. The five percent (5%) will be on a first come, first served basis. For para-professionals, no more than five percent (5%) of the staff will be permitted to take a personal day on any given day. The five percent (5%) will be on a first come, first served basis.

10:4-2 Pursuant to 10:4-1, no more than one (1) personal day shall be allowed immediately before or after a recess or holiday, but not both. If school is closed for two (2) days within any week, no more than one (1) personal day may be used. If school is closed for three (3) or more days within any week, no personal days may be used.

10:5 **Death in the Family**

The Board shall grant five (5) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. The immediate family shall include: mother or father, husband or wife, son or daughter, brother or sister, guardian, father/mother-in-law, grandchildren, step family member, and domestic partner. The Board shall grant three (3) days leave for grandparent, grandparent-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, and nephew. Board shall allow for extenuating circumstances.

10:6 **Maternity Leave**

10:6-1 No tenured or non-tenured employee shall be removed from their duties during their pregnancy except on one (1) of the following basis:

- (1) the Board of Education has found that their performance has noticeably declined.
- (2) if the basis is for physical condition or capacity:
 - A. The pregnant employee cannot produce a certification from their physician that they are medically able to continue working, or
 - B. The Board of Education's physician and the employee's Physician agree that they cannot continue working, provided, however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of that employee's capacity to continue working.
 - C. Any other just cause.

10:6-2 All tenured and non-tenured pregnant employees may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continue to a specific date after the birth.

10:6-3 Use of sick days for maternity leaves shall not exceed twenty (20) days prior, and twenty (20) days after the anticipated delivery date.

10:6-4 No tenured or non-tenured employee shall be barred from returning to work after the birth of their child solely on the grounds that there has not been a time lapse between the birth and their desired date of return, except as is provided in the preceding paragraph.

10:6-5 Any tenured or non-tenured employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at the time they notify the Superintendent of their pregnancy which shall be at least sixty (60) days prior to commencement of said leave. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the date which they desire to return from said leave of absence. The Board shall grant such leave of absence with the requested commencement date and the date of return, which commencement date may be any time prior to birth.

10:6-6 Any tenured or non-tenured employee may return to work within the school year in which their leave begins, provided they shall have requested to do so in their application for a leave of absence and shall have specified the month when they desire to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if they make application at least six (6) weeks prior to the expiration date of their leave of absence and subject to the provisions of this Article.

10:6-7 It is understood that the leave provided for maternity and/or child rearing is with the employee's entitlements under the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act.

10:7 **Other Leaves**

10:7-1 Upon the request of a tenured employee, a leave of absence without pay and benefits may be granted for not more than one (1) year. Said request shall not be unreasonably denied. The number of employees under this leave provision shall not exceed five (5), unless extended by the Superintendent. Employees may pay their insurance premiums through the Board at group rates.

10:7-2 If the leave exceeds five (5) months, it shall not count for advancement on the salary guide.

Example: An employee on Step 4 of the salary guide receives a leave of absence for five (5) months or less for the next school year. Time worked in that next school year would be on Step 5.

Example: An employee on Step 4 of the salary guide receives a five (5) month and one (1) day (or longer) leave of absence for the next school year. Time worked, if any, in that next school year would be on Step 5. The following year the employee would remain at Step 5.

10:7-3 Para-professionals shall be allowed to take a non-paid leave of absence of up to one (1) year at the discretion of the Board.

10:8 **Child Rearing Leave**

Any employee or spouse adopting a child shall receive similar leave as for Maternity, which shall commence upon their receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity or child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manchester Township School District in the area of their certification or competence.

ARTICLE XI

Employee Rights and Protection

11:1 **Rights and Protection in Representation**

Pursuant to the New Jersey Employer Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employee-Employer Relations Act or any other laws of New Jersey or the Constitutions of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms

of conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

11:2 Statutory Savings Clause

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

11:3 Just Cause Provision

11:3-1 No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

11:3-2 In the case of a disciplinary action concerning a para-professional, involving a fine, suspension or termination of employment, the employee shall be granted a hearing before the Board, within thirty (30) days of such action, if requested. At that time the employee shall have a right to respond to the action taken, present evidence and/or testimony, and to cross examine witnesses.

11:4 Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then she/he shall be given at least 48 hours written notice, under normal circumstances, of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meetings or interview. This does not apply to meetings between teachers and administrators concerning in-class observations. During such meetings however, teachers may have Association representation if they so desire.

11:5 Criticism of Employees

Any criticism by a supervisor, administrator, or board member of an employee during the normal workday shall be made in confidence and not in the presence of others. Written evaluations or any material of a personal nature shall be in a sealed, addressed envelope when placed in an employee's mailbox. Likewise, any criticism by an employee of a supervisor, administrator, or board member, during a normal workday, shall be made in confidence and not in the presence of others.

11:6 **Association Identification**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

11:7 **Derogatory Material**

No derogatory material may be placed in an employee's file without his/her seeing it. The employee shall place his/her signature on the document. The document shall also be signed by the Administration. The signing of such materials by the employee is not an indicator of agreement with the contents of the material.

11:8 The president of the Association shall be notified in writing of any new employee hired or promoted who is covered by this contract. Such notification shall include the title and salary. Such notification shall be made within the ten (10) days of Board action. This includes the return of an employee to the district.

11:9 **Payroll**

11:9-1 All ten (10) month employees will be provided with the option of having a twelve (12) month pay plan.

Payroll of all employees will be deposited, via direct deposit only, into the Bank (s) of the employee's choosing.

11:9-2 The Board shall pay coaching stipends in two (2) equal installments: mid-season and at the conclusion of the season.

Fall sports -	October 15 th and November 15 th
Winter sports -	January 15 th and February 15 th
Spring sports -	April 15 th and May 15 th

11:9-3 The Board shall pay advisor stipends in two (2) equal installments: December 15th and June 15th.

11:9-4 The Association has a list of current volunteer advisors. These advisors must apply to the Superintendent to be recognized. If the Superintendent deems the advisory position worthy of compensation, the advisor will be paid via time card at forty-eight dollars (\$48) per hour for the duration of the contract.

ARTICLE XII

Employee Assignment

12:1 Notification

All employees shall be given written notice of their schedules, tentative or proposed class and/or assignments, building assignments and room assignments for the forthcoming year as soon as possible but no later than August 15th, unless impractical to do so. A list of said schedules and assignments shall be simultaneously sent to the Association.

12:2 Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after July 15, the Association and any employee affected shall be notified promptly in writing. The employee affected may request a meeting with the Superintendent or his/her representative, which shall not be unreasonably denied.

12:3 Mileage

Schedules of employees who are assigned to more than one (1) school shall be arranged so that no employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any change in their schedules as soon as practicable. Employees required to use a personal vehicle to travel between schools or to travel on school business shall be reimbursed at a rate of thirty-one (31) cents per mile as dictated by state regulations. In the event that the regulations currently governing mileage are overturned, the parties agree that the provisions in Article 12:3, governing the rate for mileage, shall be reinstated at the rate (thirty-eight [38] cents per mile) specified in the 2006–2009 negotiated agreement.

12:4 Involuntary Transfer

12:4-1 Notice of involuntary transfer or reassignment to another building shall be given to employees as soon as practicable.

12:4-2 All vacancies in existing or newly created positions covered by this contract, shall be posted by the Board via the Superintendent's Bulletin at least ten (10) working days in advance of the position being filled. The Association President will, at the same time, receive a copy of said notice. **Job postings throughout the district shall be emailed to the Association President and all district staff. The Association President shall continue to receive job-postings via interoffice mail.**

ARTICLE XIII

Transfers and Reassignments

13:1 Notification of Vacancies

No later than May 30 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies or newly-created positions which will occur during the following school year.

13:2 Filing Requests

Employees who desire to change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which she/he desires to be transferred, in order of preference. Such requests for transfers or reassignments for the following year shall be submitted not later than June 1st.

13:3 Posting

Before June 20th, the Superintendent shall deliver to the Association a list of all known reassignments and/or transfers and the nature of those reassignments and/or transfers, and additional vacancies.

ARTICLE XIV

Insurance Protection

14:1 Health Insurance

14:1-1 Employees hired after July 1, 1997, shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, and employee/child.

14:1-2 The Board will pay full premium, except the percentage amount of employee contribution that may be required by statute, on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal to, or the same as the **Direct Access Plan**.

14:1-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:1-2.

14:1-4 Office visit co-pay shall be \$20.00, Direct Access, \$30.00, Direct Access Option 2, or up to \$40.00 Advantage EPO, depending upon Direct Access Plan chosen by the employee for the duration of the contract.

14:1-5 The major medical deductible shall be as follows:

A. Direct Access Base Plan Single	\$300
B. Direct Access Base Plan Family	\$600
C. Direct Access Option 2 Single	\$400
D. Direct Access Option 2 Family	\$800
E. Advantage EPO Option 3 Single	None
F. Advantage EPO Option 3 Family	None

14:1-6 The threshold cap on major-medical coverage (out of pocket maximum) shall be as follows:

A. Direct Access Base Plan Single	\$4,000
B. Direct Access Base Plan Family	\$8,000
C. Direct Access Option 2 Single	\$5,000
D. Direct Access Option 2 Family	\$10,000
E. Advantage EPO Option 3 Single	\$2,500
F. Advantage EPO Option 3 Family	\$5,000

After reaching the total out of pocket maximum, all expenses shall be paid at one hundred (100%) percent by the carrier.

14:1-7 There shall be a thirty (30) day open enrollment period for insurance changes in May during each contractual year. The changes will be effective July 1.

14:1-8 Insurance Waiver Opt Out

Employees may choose to opt out of health benefits, receiving a 40% of the first year premium (2012-2013) cash waiver incentive the first year of the contract, and will remain fixed for the remainder of the contract, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during

Mail Order shall be two (2) times the retail pharmacy rate for all Direct Access Plans
Generic Brand - 2 times retail ex (Direct Access \$15 X2 = \$30) (90 day supply)
Non-generic Brand - 2 times retail ex (Direct Access \$30 X 2 = \$60) (90 day supply)

If a generic prescription is not available, the non-generic prescription will be based on the generic price of the plan you participate in. The plan will include insulin and contraceptives.

14:4-3 After three (3) years, the Board will pay for requested extended coverage as delineated in 14:4-2.

14:5 **Continuation of Insurance Protection**

All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance.

14:6 **New Hires**

All new hire teachers leaving a district with tenure and entering this district shall receive a benefits package the same as a tenured teacher.

14:7 The Board shall provide employees with access to insurance providers for “gap” insurance, such as AFLAC. The cost of premiums shall be at the employee’s expense.

ARTICLE XV

Tuition Reimbursement

The Board will pay for the cost of graduate college credits only, within the following limitations:

15:1 Courses are approved by the Superintendent.

15:2 Courses shall be in education or clearly related fields, in a recognized graduate program.

15:3 No employee will be reimbursed for more than nine (9) credits during any school year (July 1 - June 30).

15:4 Employee must request permission for reimbursement by June 1st for summer and fall courses, and by January 1st for spring courses.

15:5 An employee must reserve graduate credits by June 1st for summer and fall courses, and by January 1st for spring courses.

15:6 To ensure reimbursement for reserved graduate credits, an employee must request written approval of the course title, no less than ten (10) days prior to the start of the course. In an emergency situation, the Superintendent may allow a shorter period of time for approval.

- 15:7 The Board will allow for 100% of state school per credit cost, up to a maximum number of credits of two hundred (200) for all employees covered by this contract. Employees attending a state school will be reimbursed at that school's rate of tuition per credit. Employees attending a private school will be reimbursed at the rate per credit of the private school, or the highest rate per credit of a state school, whichever is lower.
- 15:8 Permission for credit reimbursement shall be on a first-come, first-served basis.
- 15:9 The Board will reimburse the employees after they have successfully completed the courses, within thirty (30) days of receipt of proof of course completion and all appropriate documentation, including a completed purchase order, to the Board, as long as the above is received by the fifth of the month.
- 15:10 The Board will pay for courses which they request the employee to take.
- 15:11 Secretaries and para-professionals are eligible under the above for college level courses which will enhance their positions. All other items apply.
- 15:12 Employees may request professional development reimbursement by submitting a proposal, in writing, to the Superintendent of Schools, at least ten (10) days prior to the start of any activity for which reimbursement is being sought. Reimbursement shall be limited to a maximum of two hundred fifty (\$250.) dollars per employee during a school year (July 1 through June 30) and shall be subject to the availability of funds budgeted by the Board of Education. The Superintendent's decision with regard to any request shall be final and not subject to the grievance procedure contained herein.

ARTICLE XVI

Professional Development

- 16:1 **Professional Development**
- 16:1-1 As required by the New Jersey State Board of Education, the Local Professional Development Committee (LPDC) and the School Professional Development Committee (SPDC) shall be given release time during the school day to perform the duties and functions mandated by the regulations.
- A joint meeting of the Local Professional Development Committee and the School Professional Development Committees shall take place twice yearly, during the fall and spring, within the district, within the contractual day.
- 16:1-2 In the event meetings are scheduled beyond the normal workday, committee members shall be compensated at a rate of forty-eight dollars (\$48).
- 16:1-3 The Board agrees to provide a minimum of twelve (12) qualified professional development hours per school year.

16:2 **Mentoring**

16:2-1 The Superintendent shall, in a timely manner, deliver to the Association and post in all school buildings, a list of known vacancies for Mentoring positions. All applicants for the position of Mentor teacher shall apply via the Mentor Teacher Application form.

In selecting candidates for Mentoring positions, preference shall be given to qualified, *tenured* candidates. Previously tenured teachers who have separated from the district and then returned, shall be considered eligible candidates for mentoring positions. Thorough consideration shall be given to an equal sharing of these assignments on a rotating basis.

16:2-2 No teacher shall be assigned to serve as a Mentor to more than one provisional, alternate route, or student teacher at the same time.

16:2-3 The Board shall provide comprehensive training for all Mentor teachers prior to the start of their assignment.

Mentor teachers shall receive release time for such training if held during the regular workday.

16:2-4 The Board shall budget all expenses related to the District Mentoring Plan including, but not limited to:

- a. Mentor teacher training
- b. Substitute/teacher coverage for meetings and observations
- c. In and out-of-district workshops, as needed
- d. All necessary and applicable materials

ARTICLE XVII

Association Rights and Privileges

17:1 **Meetings**

The Board shall agree to hold negotiations sessions and grievance proceedings after the workday. The Board shall hold grievance proceedings at a time mutually agreeable to both parties.

17:2 **Use of School Buildings**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the building principal. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall not be unreasonably withheld.

17:3 **Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, computers and all types of audio-visual equipment, with the exception of school telephones, at reasonable times when such equipment is not otherwise in use, upon approval of the building principal. The Association shall pay for the reasonable costs of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Approval shall not be unreasonably withheld.

17:4 **Bulletin Board**

The Association shall have, in each school building, the exclusive use of a bulletin board in each facility lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association, upon prior approval of the Superintendent or his/her designee, said approval not to be unreasonably withheld. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required, except nothing of a political, personal, libelous, derogatory or inflammatory nature shall be posted.

17:5 **Mail Facilities and Mail Boxes**

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the prior approval of building principals and other members of the administration.

17:6 **Exclusive Rights**

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

17:7 **General Association Meetings**

One (1) hour of the agenda shall be reserved for the Manchester Township Education Association to conduct a general association meeting on Orientation Day.

17:8 **Association Release Time**

The Association President, if a high school teacher, shall be assigned no more than five (5) teaching assignments with no other assignments. He/she shall have one period free for association business. If an elementary teacher, he/she shall be exempt from all non-teaching duties and shall be allowed a free period for association business. Periods assigned for association business shall not be a lunch period or a prep period. If an Association President is a non-teaching member, he/she shall have a period equivalent to a normal or average teaching period per day for that building. *If it is not practical for the Association President to have an unassigned period due to the nature of his/her teaching assignment, the period for

the Association business as mentioned above may be transferred to the association vice president after consultation with the Superintendent. The intent of this is to provide flexibility for the use of the Association business period in an extenuating circumstance, and not intended to eliminate the period during a school year.

17:9 **Representation Fee**

17:9-1 Purpose of Fee

If an employee does not become a member of the Association during any membership year July 1 to the following June 30 which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

17:9-2 Amount of Fee

A. Notification:

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

B. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

17:9-3 Deduction and Transmission of Fee

A. Notification:

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 17:9-3B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. Payroll Deduction Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: [1] ten (10) days after receipt of the aforesaid list by the Board; or, [2] thirty (30) days after the

employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

C. Termination of Employment:

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Mechanics:

Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 17:9-3A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

F. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in the bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

17:9-4 Board Liability

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVIII

Past Practice

All terms and conditions of employment applicable on the effective date of this contract shall continue to be so applicable during the term of this Agreement.

ARTICLE XIX

Secretarial Compensation - Education

- 19:1 A three hundred dollar (\$300.00) per year base pay differential shall be paid to any secretary who attains twenty (20) credit hours of college.
- 19:2 A four hundred fifty dollar (\$450.00) per year base pay differential shall be paid to any secretary who attains forty (40) credit hours of college work.
- 19:3 A six hundred fifty dollar (\$650.00) per year base pay differential shall be paid to any secretary who attains an AA, AS, technology degree, or sixty-four (64) credit hours of college work.
- 19:4 All base pay differentials are cumulative.
- 19:5 Secretaries who have attained the IA and IIA Certificates shall be grandfathered.

ARTICLE XX

Salaries & Stipends

- 20:1 Salaries for teachers are attached as Schedules A-1 through A-5.
- 20:2 Salaries for secretaries are attached as Schedules B-1 through B-3.
- 20:3 Salaries for para-professionals are attached as Schedule C.
- 20:4 Salaries for coaches are attached as Schedules D.
- 20:5 Salaries for advisors are attached as Schedule E.
- 20:6 All salary schedules attached hereto are made a part hereof.

ARTICLE XXI

Longevity - Teachers and Secretaries

- 21:1 \$500.00 Longevity increment after seven (7) years in Manchester.
- 21:2 \$700.00 Longevity increment, in addition to the above, after twelve (12) years in Manchester.
- 21:3 \$600.00 Longevity increment, in addition to the above, after fifteen (15) years in Manchester.
- 21:4 The above applies to all teachers and secretaries hired prior to July 1, 1989. All employees hired after July 1, 1989 shall not receive longevity increments.

21:5 Longevity will be figured by anniversary date, and if necessary, will be pro-rated each year using that date.

21:6 \$1,000.00 increment, exclusive of above, after twenty (20) years as a practicing teacher. In order to receive this increment, employees must have worked in the Manchester Township Schools at least ten (10) years. Employees hired after July 1, 1989 shall not be eligible.

\$1,000.00 increment after twenty (20) years of service as a secretary. In order to receive this increment, employees must have worked in the Manchester Township Schools at least ten(10) years.

Employees must notify the Board Office when 20 years of service is reached. The increment will be paid in the fiscal year notified and will not be retroactive.

ARTICLE XXII

Tutoring

Effective February 15, 2010, and for the duration of the contract, forty-eight dollars (\$48) per hour will be paid for tutoring requested by the Board, plus mileage at the rate provided for in other parts of this contract.

ARTICLE XXIII

Bus Duty

Teachers on bus duty who have to stay for late buses at least ten (10) minutes past the end of the regular bus duty shall be paid forty-eight dollars (\$48) for the duration of the contract..

Teachers affected shall be responsible for making out a time card for above payment.

ARTICLE XXIV

Summer Work

24:1 Summer Curriculum Work

Summer curriculum work shall be compensated at a rate of thirty-seven dollars (\$37) for the duration of the contract.

24:2 Extended School Year Program

Salary for Extended School Year Program positions shall be negotiated under the terms of this Agreement, along with the regular salary schedule.

Placement on the Extended School Year Program salary guide shall be based on years of experience in the district's Extended School Year Program.

The Board shall pay the Extended School Year Program employees in four (4) installments, corresponding to time worked: July 15th, July 30th, August 15th, and August 30th.

ARTICLE XXV

Seniority - Para-professionals

- 25:1 Para-professionals shall be defined as both personal aides and classroom aides. Seniority is defined as an employee's total length of service with the employer, beginning with his/her original date of hire for para-professional service. In the event that a staff member had previous para-professional service in the district, this service shall count towards his/her seniority, i.e.: A para-professional who worked one (1) year as a classroom aide and then three (3) years as a personal aide accrues four (4) years total seniority. There shall be no seniority for part-time para-professional over full time para-professionals. Anyone who works less than three and one-half (3 ½) hours shall not receive seniority.
- 25:2 The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the Association as changes occur.
- 25:3 An employee having broken service with employer shall not accrue seniority credits for the time he/she was not employed by the employer.
- 25:4 A resignation ends all seniority. If re-employed, the employee starts all over.
- 25:5 In all cases where advantages or disadvantages may accrue to a para-professional (s), other than in a transfer, layoff or recall, the para-professional (s) with the greatest seniority shall be given preference.
- 25:6 In the event layoffs occur, employees shall be laid off in inverse order based on their seniority. An employee being laid off shall be given sixty (60) calendar days advance written notice of said layoff. A copy of said notice shall be forwarded to the Association ten (10) working days prior to the employee's notification.
- 25:7 In the event of a RIF situation, should two (2) or more para-professionals have equal seniority, the employee with other in-district para-professional experience shall be deemed to have greater seniority.
- 25:8 Recall of employees shall be made in the inverse order of layoff with the most senior employee on layoff being recalled first. As full time positions become available, employees on layoff shall be recalled before any individual is hired.
- 25:9 Employees on layoff shall be recalled before any individual is hired to fill the position from which he was laid off. Employees who are recalled and rehired after a layoff shall have any accumulated sick leave reinstated within one (1) year of layoff. Employees who turn down a recall lose eligibility for sick leave reinstatement.

- 25:10 In case of a tie in seniority between two (2) or more para-professionals, with regard to layoff or recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. The Association President or his/her designee shall be present to witness said lottery.

ARTICLE XXVI

Seniority - Secretaries

- 26:1 Seniority is defined as an employee's total length of service as a secretary, from his/her date of hire for secretarial service in category.
- 26:2 The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to the Association as changes occur.
- 26:3 An employee having broken service with employer shall not accrue seniority credits for the time he/she was not employed by the employer.
- 26:4 A resignation ends all seniority. If re-employed, the employee starts all over.
- 26:5 In the event layoffs occur, employees shall be laid off in inverse order based on their seniority. Employees being laid off shall be given sixty (60) calendar days advance written notice of said layoff. A copy of said notice shall be forwarded to the Association ten (10) working days prior to the employee's notification.
- 26:6 In the event of a RIF situation, should two (2) or more secretaries have equal seniority, the employee with other in-district secretary experience shall be deemed to have greater seniority.
- 26:7 Recall of employees shall be made in the inverse order of layoff, with the most senior employee on layoff being recalled first, provided he/she is qualified. Consideration will be given for past performance. As full time positions become available, employees on layoff shall be recalled before any individual is hired.
- 26:8 In case of a tie in seniority between two (2) or more secretaries, with regard to RIF/layoff recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. The Association President or his/her designee shall be present to witness said lottery.


ARTICLE XXVII

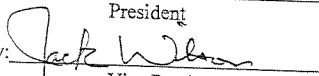
Duration of Agreement

This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect until June 30, 2015.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective representatives, and their corporate seals to be placed hereon, all on the day and year first above written.

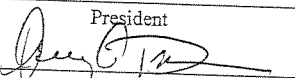
MANCHESTER TOWNSHIP
EDUCATION ASSOCIATION

By: 
President

By: 
Vice President,
Chief Negotiator

MANCHESTER TOWNSHIP
BOARD OF EDUCATION

By: 
President

By: 
Secretary

SCHEDULE A-1

BA Teacher Guide

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
						1	50,000
				1	49,000	2	51,000
		1	48,000	2	50,000	3	52,000
1	47,077	2	49,000	3	51,000	4	52,426
2	47,753	3	50,002	4	52,000	5	53,168
3	48,355	4	51,008	5	52,668	6	54,084
4	50,001	5	52,050	6	53,584	7	55,468
5	50,402	6	52,528	7	54,749	8	56,000
6	52,318	7	54,389	8	55,764	9	58,900
7	52,796	8	55,718	9	57,500	10	59,403
8	53,651	9	56,227	10	58,800	11	59,593
9	56,227	10	59,679	11	60,543	12	61,541
10	58,632	11	61,614	12	62,773	13	64,774
11	60,306	12	63,654	13	64,464	14	66,378
12	62,160	13	64,867	14	66,328	15	68,400
13	63,707	14	68,942	15	70,270	16	70,500
14	67,289	15	72,970	16	73,038	17	73,338
15	70,970	16	74,039	17	74,500	18	80,500
16	77,039	17	81,000	18	85,601	19	85,601
17	84,208	18	85,601	18	85,601	19	85,601

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on BA Step 9 on the 2011-2012 moves to Steps 10, 11 and 12 over the three years.

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
9	56,227	10	59,679	11	60,543	12	61,541

Longevity: Per Article XXI

SCHEDULE A-2

BA+30 Teacher Guide

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
						1	50,866
		1	48,866	2	49,866	2	51,866
1	47,943	2	49,866	3	50,866	3	52,866
2	48,619	3	50,866	4	51,866	4	53,292
3	49,221	4	51,914	5	53,534	5	54,034
4	50,867	5	52,916	6	54,450	6	54,950
5	51,268	6	53,394	7	55,615	7	56,334
6	53,184	7	55,255	8	56,630	8	56,866
7	53,662	8	56,584	9	58,366	9	59,766
8	54,517	9	57,093	10	59,666	10	60,269
9	57,093	10	60,545	11	61,409	11	60,459
10	59,498	11	62,480	12	63,639	12	62,407
11	61,172	12	64,520	13	65,330	13	65,640
12	63,026	13	65,733	14	67,293	14	67,244
13	64,573	14	69,907	15	71,235	15	69,365
14	68,254	15	73,935	16	74,006	16	71,465
15	71,935	16	74,905	17	75,468	17	74,303
16	78,043	17	81,866	18	86,569	18	81,465
17	85,176	18	86,569	18	86,569	19	86,569

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on BA+30 Step 9 on the 2011-2012 moves to Steps 10, 11, and 12 over the three years.

2011-12		Year 1		Year 2		Year 3	
Step	Base	Step	Base	Step	Base	Step	Base
9	57,093	10	60,545	11	61,409	12	62,407

Longevity: Per Article XXI

SCHEDULE A-3

MA Teacher Guide

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2012-13 Step	2013-14 Base	2013-14 Step	2014-15 Base
						1	51,243
				1	50,243	2	52,243
		1	49,243	2	51,243	3	53,243
1	48,320	2	50,243	3	52,243	4	53,669
2	48,996	3	51,245	4	53,243	5	54,411
3	49,598	4	52,291	5	53,911	6	55,327
4	51,244	5	53,293	6	54,827	7	56,711
5	51,645	6	53,771	7	55,992	8	57,418
6	53,561	7	55,632	8	57,182	9	60,318
7	54,039	8	57,136	9	58,918	10	60,821
8	55,069	9	57,645	10	60,218	11	61,011
9	57,645	10	61,097	11	61,961	12	62,959
10	60,050	11	63,032	12	64,191	13	66,192
11	61,724	12	65,072	13	65,882	14	67,844
12	63,578	13	66,285	14	67,794	15	69,866
13	65,125	14	70,408	15	71,785	16	71,966
14	68,755	15	74,486	16	74,554	17	74,804
15	72,486	16	75,555	17	76,016	18	81,966
16	78,669	17	82,516	18	87,919	19	87,919
17	86,526	18	87,919	18	87,919	19	87,919

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on MA Step 9 on the 2011-2012 moves to Steps 10, 11, and 12 over the three years.

		Year 1		Year 2		Year 3	
2011-12 Step	2011-12 Base	2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
9	57,645	10	61,097	11	61,961	12	62,959

Longevity: Per Article XXI

SCHEDULE A-4

MA+30 Teacher Guide

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
				1	51,166	2	53,207
1	49,243	2	51,166	3	53,166	4	54,633
2	49,919	3	52,168	4	54,166	5	55,375
3	50,521	4	53,214	5	54,834	6	56,291
4	52,167	5	54,216	6	55,750	7	57,675
5	52,568	6	54,694	7	56,915	8	58,207
6	54,484	7	56,555	8	57,930	9	61,107
7	54,962	8	57,884	9	59,666	10	61,610
8	55,817	9	58,393	10	60,966	11	61,800
9	58,393	10	61,845	11	62,709	12	63,748
10	60,798	11	63,780	12	64,939	13	66,981
11	62,472	12	65,820	13	66,630	14	68,585
12	64,326	13	67,033	14	68,494	15	70,607
13	65,873	14	71,108	15	72,436	16	72,707
14	69,455	15	75,136	16	75,204	17	75,545
15	73,136	16	76,205	17	76,666	18	82,707
16	79,244	17	83,166	18	88,419	19	88,419
17	87,026	18	88,419	18	88,419	19	88,419

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on MA+30 Step 9 on the 2011-2012 moves to Steps 10, 11 and 12 over the three years.

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
9	58,393	10	61,845	11	62,709	12	63,748

Longevity: Per Article XXI

SCHEDULE A-5

PhD Teacher Guide

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
			2012-13 year 1	1	53,166	2	54,818
	2011-2012			2	54,166	3	55,818
Step	PHD	1	52,166	3	55,166	4	56,818
1	51,243	2	53,166	4	56,166	5	57,244
2	51,919	3	54,168	5	56,834	6	57,986
3	52,521	4	55,214	6	57,750	7	58,902
4	54,167	5	56,216	7	58,915	8	60,286
5	54,568	6	56,694	8	59,930	9	60,818
6	56,484	7	58,555	9	61,666	10	63,718
7	56,962	8	59,884	10	62,966	11	64,221
8	57,817	9	60,393	11	64,709	12	64,411
9	60,393	10	63,845	12	66,939	13	66,359
10	62,798	11	65,780	13	68,630	14	69,592
11	64,472	12	67,820	14	70,494	15	71,196
12	66,326	13	69,033	15	74,436	16	73,218
13	67,873	14	73,108	16	77,204	17	75,318
14	71,455	15	77,136	17	78,666	18	78,156
15	75,136	16	78,205	18	90,419	19	85,318
16	81,244	17	85,166	19	90,419	19	90,419
17	89,026	18	90,419	18	90,419	19	90,419

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on PhD Step 9 on the 2011-2012 moves to Steps 10, 11, and 12 over the three years.

2011-12 Step	2011-12 Base	Year 1 2012-13 Step	2012-13 Base	Year 2 2013-14 Step	2013-14 Base	Year 3 2014-15 Step	2014-15 Base
9	60,393	10	63,845	11	64,709	12	66,359

Longevity: Per Article XXI

SCHEDULE B-1

10 Month Secretary Guides

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
				1	24,910	1	25,790
		1	24500	2	25,983	2	26,863
1	24500	2	25573	3	27,483	3	28,363
2	25573	3	27073	4	28,616	4	29,496
3	27073	4	28206	5	29,706	5	30,586
4	28206	5	29296	6	30,968	6	31,848
5	29296	6	30557	7	32,138	7	33,018
6	30557	7	31728	7	32,138	7	33,018
7	31668	7	31728	7	32,138	7	33,018

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on the 10 month Secretary Step 3 on the 2011-2012 moves to Steps 4, 5, and 6 over the three years.

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
3	27073	4	28206	5	29,706	6	31,848

Longevity: Per Article XXI

SCHEDULE B-2
12 Month Secretary Guides

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
			2012-13		year 2		
	2011-2012		year 1	1	27,000	2	27,000
Step	Now	1	27000	2	28,000	3	29,470
1	27000	2	28000	3	29,470	4	29,519
2	28000	3	29470	4	29,970	5	31,019
3	28970	4	29970	5	30,700	6	32,519
4	29470	5	30700	6	32,185	7	34,019
5	30700	6	32185	7	33,735	8	35,569
6	32185	7	33735	8	34,889	9	37,070
7	33735	8	34889	9	36,270	10	38,645
8	34889	9	36270	10	37,845	11	40,208
9	36270	10	37845	11	39,108	12	41,795
10	37845	11	39108	12	41,295	13	43,306
11	39108	12	41295	13	43,306	14	44,872
12	41295	13	43306	14	44,872	14	44,872
13	43306	14	44872	14	44,872	14	44,872
14	44872	14	44872	14	44,872	14	44,872

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on the 12 month Secretary Step 3 on the 2011-2012 moves to Steps 4, 5, and 6 over the three years.

		Year 1		Year 2		Year 3	
2011-12	2011-12	2012-13	2012-13	2013-14	2013-14	2014-15	2014-15
Step	Base	Step	Base	Step	Base	Step	Base
3	28970	4	29970	5	30,700	6	32,519

Longevity: Per Article XXI

SCHEDULE B-3
Principal's Secretary Guides

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
		1	29500			1	31,531
1	29500	2	30500	1	31,531	2	34,031
2	30500	3	31500	2	34,031	3	36,531
3	31500	4	32600	3	36,531	4	39,031
4	32600	5	35525	4	39,031	5	41,531
5	35525	6	38425	5	41,531	6	44,031
6	38425	7	41125	6	44,031	7	46,531
7	41125	8	43825	7	46,531	8	49,031
8	43825	9	45043	8	49,031	9	51,531
9	45043	10	47500	9	51,531	10	54,031
10	47500	11	50248	10	54,031	10	54,031
11	50248	12	54031	10	54,031	10	54,031
12	53031	12	54031	10	54,031	10	54,031

Movement on the guide begins with the step for 2011-12 and moves horizontally for each year of the agreement.

For example, a person on the Principal's Secretary Step 3 on the 2011-2012 moves to Steps 4, 3, and 4 over the three years.

2011-12 Step	2011-12 Base	Year 1		Year 2		Year 3	
		2012-13 Step	2012-13 Base	2013-14 Step	2013-14 Base	2014-15 Step	2014-15 Base
3	31500	4	32600	3	36,531	4	39,031

Longevity: Per Article XXI

SCHEDULE C
Para-Professionals Guides

2011-12		Year 1		Year 2		Year 3	
Step	Base	Step	Base	Step	Base	Step	Base
						1	20,000
				1	19,500	2	20,400
		1	19500	2	20,000	3	20,800
1	19500	2	20000	3	20,400	4	21,000
2	20000	3	20400	4	20,812	5	21,639
3	20400	4	20812	5	21,639	6	22,572
4	20812	5	21639	6	22,572	7	23,600
5	21839	6	22572	7	23,600	8	25,110
6	22772	7	23600	8	25,110	9	26,702
7	24600	8	25110	9	26,702	10	28,202
8	25610	9	26702	10	28,202	11	29,702
9	26702	10	28202	11	29,702	12	31,205
10	27294	11	29702	12	31,205	13	32,705
11	28136	12	31205	13	32,705	14	34,106
12	29805	13	32705	14	34,106	15	35,506
13	31006	14	34106	15	35,506	15	35,506
14	33006	15	35506	15	35,506	15	35,506
15	34438	15	35506	15	35,506	15	35,506

Movement on guide begins with the step for 2012-15 and moves horizontally for each year of the agreement.

For example, a person on Step 3 on the 2012-2015 moves to steps 4, 5, and 6 over the three years.

2011-12		Year 1		Year 2		Year 3	
Step	Base	Step	Base	Step	Base	Step	Base
3	20400	4	20812	5	21,639	6	22,572

District Service Recognition (DSR) base pay differential: Note- page 45

NOTE:

Para-professionals will:

- receive a clothing reimbursement allowance for instructional accidents.. The allowance, in each school year and per para-professional, shall be a maximum of one hundred and twenty-five dollars (\$125), payable upon proof of damage and submission of a receipted bill.
- receive district service recognition base pay differential:
after twenty (20) years service in district - one thousand dollars (\$1,000)
after twenty-five (25) years service - in district five hundred dollars (\$500)
The above service recognition increases are to be cumulative.

Employees must notify the Board Office when 20 years of service is reached. The increment will be paid in the fiscal year notified and will not be retroactive.

Credit Stipend (Must be related to the position of para-professional.)

Para-professionals will receive:

1. A three hundred dollar (\$300) stipend for the attainment of twenty (20) credit hours of college work.
2. A four hundred-fifty dollar (\$450) stipend for the attainment of forty (40) credit hours of college work.
3. A six hundred-fifty dollar (\$650) stipend for the attainment of an Associate Degree, or sixty-four (64) credit hours of college work.

SCHEDULE D
Coaching Guide

High School		2012-2013	2013-2014	2014-2015
Group A	Head Coach			
	Football	8949	8949	8949
Group A	Assistant Coach			
	Football	6876	6876	6876
Group B	Head Coach			
	Baseball	7829	7829	7829
	Basketball	7829	7829	7829
	Field Hockey	7829	7829	7829
	Lacrosse	7829	7829	7829
	Soccer	7829	7829	7829
	Softball	7829	7829	7829
	Spring Track	7829	7829	7829
	Indoor Track	7829	7829	7829
	Volleyball	7829	7829	7829
	Wrestling	7829	7829	7829
	Group B	Assistant Coach		
Baseball		5904	5904	5904
Basketball		5904	5904	5904
Field Hockey		5904	5904	5904
Lacrosse		5904	5904	5904
Soccer		5904	5904	5904
Softball		5904	5904	5904
Indoor Track		5904	5904	5904
Spring Track		5904	5904	5904
Volleyball		5904	5904	5904
Wrestling	5904	5904	5904	

High School		2012-2013	2013-2014	2014-2015
Group C	Head Coach			
	Cross Country	6713	6713	6713
	Golf	6713	6713	6713
	Tennis	6713	6713	6713
	Swimming	6713	6713	6713
Group C	Assistant Coach			
	Cross Country	4905	4905	4905
	Golf	4905	4905	4905
	Swimming	4905	4905	4905
	Tennis	4905	4905	4905
Group D	Head Coach			
	Bowling	5880	5880	5880
	Cheerleading - Fall	5880	5880	5880
	Cheerleading - Winter	5880	5880	5880
	Ice Hockey	5880	5880	5880
Group D	Assistant Coach			
	Bowling	4201	4201	4201
	Cheerleading - Fall	4201	4201	4201
	Cheerleading - Winter	4201	4201	4201
	Ice Hockey	4201	4201	4201
	Challenger League	1530	1530	1530

Middle School		2012-2013	2013-2014	2014-2015
	Head Coach			
	Baseball	4870	4870	4870
	Basketball	4870	4870	4870
	Cheerleading	4870	4870	4870
	Cross Country	4870	4870	4870
	Soccer	4870	4870	4870
	Softball	4870	4870	4870
		2012-2013	2013-2014	2014-2015
	Spring Track	4870	4870	4870
	Wrestling	4870	4870	4870
	Assistant Coach			
	Baseball	3745	3745	3745
	Basketball	3745	3745	3745
	Cheerleading	3745	3745	3745
	Cross Country	3745	3745	3745
	Soccer	3745	3745	3745
	Softball	3745	3745	3745
	Spring Track	3745	3745	3745
	Wrestling	3745	3745	3745

*Guide does not reflect Off-Guide salaries for Middle School Head Coaches for Baseball, Basketball, and Spring Track. These shall be paid at the rate of \$150.00 per year for the duration of the agreement.

**Coaches shall receive contracts prior to the start of the season in which they coach.

SCHEDULE E
Advisors Guide

High School	2012-2013	2013-2014	2014-2015
Academic Advisor	2188	2188	2188
Alumni Advisor	1709	1709	1709
AV Advisor	3096	3096	3096
Band Director	4013	4013	4013
Band Director Assistant	2884	2884	2884
Band Front	3885	3885	3885
Chess Club	1454	1454	1454
Choreographer	2472	2472	2472
Class Advisor Grade 12	4199	4199	4199
Class Advisor Grade 11	2894	2894	2894
Class Advisor Grade 10	2149	2149	2149
Class Advisor Grade 9	1897	1897	1897
Criminal Justice	1571	1571	1571
Dance Club	2330	2330	2330
Drama Club	6297	6297	6297
Drama Club Business Manager	1449	1449	1449
Drama Club Music Director	2816	2816	2816
Equipment Manager	5618	5618	5618
FBLA	1637	1637	1637
French Club	1712	1712	1712
FEA	1543	1543	1543
Habitat for Humanity	2641	2641	2641
High Steppin' Hawks Advisor	1303	1303	1303
History Club	1618	1618	1618
Honor Society	1763	1763	1763
In House Printing	2410	2410	2410
Interact	3197	3197	3197
Interact Assistant	1736	1736	1736
Jazz Band Director	3503	3503	3503
Key Club	2079	2079	2079

	2012-2013	2013-2014	2014-2015
Literary Magazine	1819	1819	1819
Marching Band	5896	5896	5896
Marching Band Assistant	3648	3648	3648
Math League	3062	3062	3062
Mock Trial	1537	1537	1537
Multicultural Club	2425	2425	2425
Multi-Media Club	3197	3197	3197
Newspaper	2009	2009	2009
NJ ROTC Drill Team/Color Guard Advisor	4032	4032	4032
PEPP Club	2655	2655	2655
PEPP Club Assistant	2158	2158	2158
Play Vocal Director	4074	4074	4074
Public Relations	1195	1195	1195
Scenery Design	3910	3910	3910
Science Club	2694	2694	2694
Show Choir	2204	2204	2204
Ski Club	1780	1780	1780
Spanish Club	1629	1629	1629
Student Government	3424	3424	3424
TV Station Manager	6137	6137	6137
Varsity Club	3093	3093	3093
Weightlifting - Fall	4164	4164	4164
Weightlifting - Spring	4164	4164	4164
Weightlifting - Summer	4851	4851	4851
Weightlifting - Winter	4164	4164	4164
Yearbook	4979	4979	4979
Yearbook Financial	2666	2666	2666
Lighting/Sound	\$20.00/hour	\$20.00/hour	\$20.00/hour
Group 1 – High School			
Business Coordinator	4388	4388	4388
Fine Arts Coordinator	4388	4388	4388
Haz Mat Coordinator	4388	4388	4388
Modern Languages Coordinator	4388	4388	4388

	2012-2013	2013-2014	2014-2015
Group 2 – High School			
Guidance Coordinator	4388	4388	4388
Physical Education Coordinator	4388	4388	4388
Social Studies Coordinator	4388	4388	4388
Technology Coordinator	4388	4388	4388
Group 3 – High School			
English Coordinator	4724	4724	4724
Mathematics Coordinator	4724	4724	4724
Science Coordinator	4724	4724	4724
Special Education Coordinator	4724	4724	4724
Middle School			
Athletic Coordinator	5865	5865	5865
AV Coordinator	3324	3324	3324
Band Director	3379	3379	3379
Drama Coach	2761	2761	2761
Gospel Chorus	1883	1883	1883
Impact Club	2216	2216	2216
PEPP Club	2327	2327	2327
Public Relations	1108	1108	1108
Recycling Club	1758	1758	1758
Register Keeper	2327	2327	2327
Scenery Coordinator	1330	1330	1330
Sewing Club	1717	1717	1717
Student Accounts Bookkeeper	3324	3324	3324
Student Council	2458	2458	2458
Yearbook	2718	2718	2718
**Assistant to the Principal - MS	151	151	151

Middle School	2012-2013	2013-2014	2014-2015
Group 1 – Middle School			
Subject Leader – Basic Skills	2493	2493	2493
Subject Leader - Guidance	2493	2493	2493
Subject Leader – Physical Education	2493	2493	2493
Subject Leader - Social Studies	2493	2493	2493
Group 2 – Middle School			
Subject Leader - 6 th Alpha	2834	2834	2834
Subject Leader - 6 th Omega	2834	2834	2834
Subject Leader - 7 th Alpha	2834	2834	2834
Subject Leader - 7 th Omega	2834	2834	2834
Subject Leader - 8 th Alpha	2834	2834	2834
Subject Leader - 8 th Omega	2834	2834	2834
Subject Leader - Specials	2834	2834	2834
** Salary per Diem			
Regional Day			
A Pod Coordinator	2783	2783	2783
B Pod Coordinator	2783	2783	2783
C Pod Coordinator	2783	2783	2783
Computer Coordinator	1280	1280	1280
Crisis Aide	5751	5751	5751
ESY Coordinator	6090	6090	6090
Newspaper Coordinator	1181	1181	1181
Prom Coordinator	913	913	913
Publicity	1085	1085	1085
Register Keeper	2338	2338	2338
Student Council	1336	1336	1336
Yearbook Coordinator	1865	1865	1865
Assistant to the Principal	4079	4079	4079

Elementary	2012-2013	2013-2014	2014-2015
AV Coordinator	1547	1547	1547
SHAPE	1495	1495	1495
Junior Impact	1495	1495	1495
Public Relations	1106	1106	1106
Register Keeper	2321	2321	2321
Sub-Aide Caller	2550	2550	2550
*After School Activities	48	48	48
**Assistant to the Principal - MS	151	151	151
**Assistant to the Principal - MTES	151	151	151
**Assistant to the Principal - RS	151	151	151
**Assistant to the Principal - WS	151	151	151
* Salary per hour			
** Salary per Diem			

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Appendix A

Employee's Grievance Form

Level 1
Form 1

Grievance:
Date:

Disposition:

Name of Grievant:
Date of Grievance:

Nature of Grievance:

Contract/policy/statute violations:

Remedies Sought:

