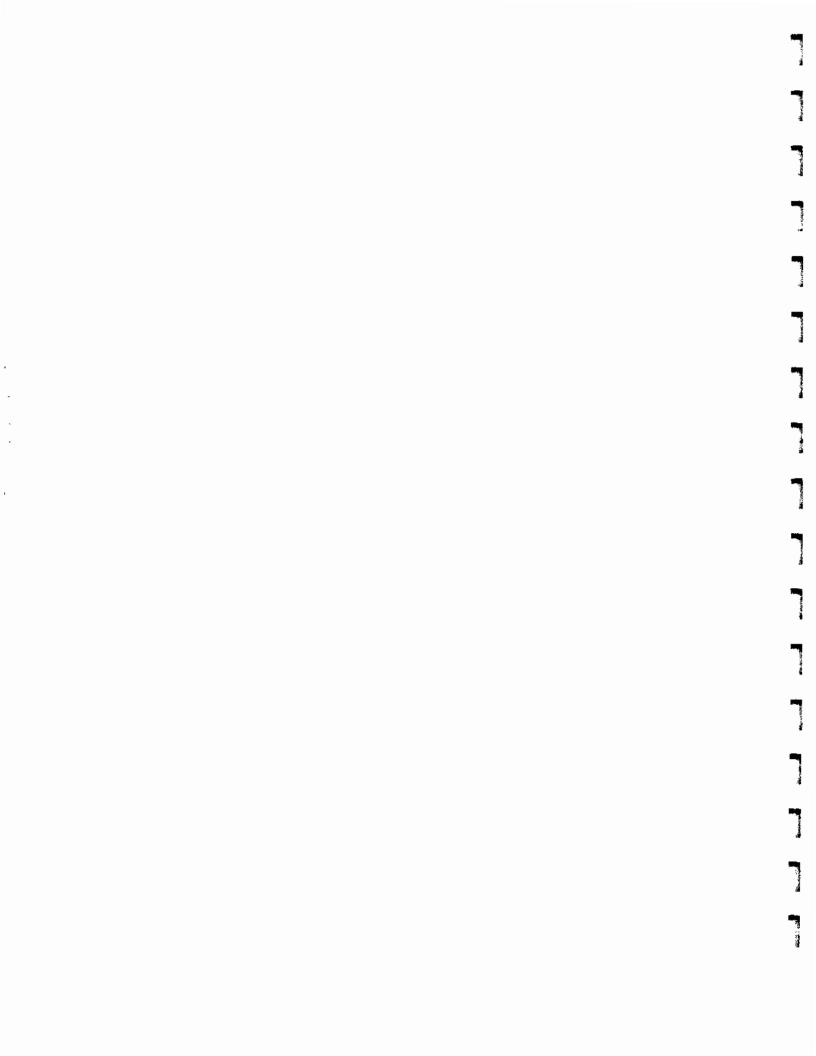
CONTRACT AGREEMENT

1992 - 1995

MIDDLESEX EDUCATION ASSOCIATION

MIDDLESEX BOARD OF EDUCATION



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PREAMBLE

This agreement entered into this 15th day of October, 1992, by and between the Middlesex Board of Education hereinafter called the "Board", and the Middlesex Education Association hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association during the term of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all full-time and part-time certificated personnel and all non-certified personnel in the following categories:
 - 1. Classroom Teachers
 - 2. Specialists
 - 3. Nurses
 - 4. Guidance Counselors
 - Social Workers
 - 6. Chapter I Teachers (full-time and part-time)
 - Chapter I Learning Assistants
 - 8. Secretaries
 - 9. Clerk-Typists
 - 10. Custodians
 - 11. Maintenance
 - 12. Head Custodians
 - 13. Grounds Keeper
 - 14. Van Drivers
 - 15. Teacher Aides
- B. Unless otherwise indicated, the term "teacher" applies to all professional employees in the negotiating unit as above defined. Similarly, the term secretary also applies to clerk-typists and the term custodian also applies to head custodians and groundskeepers. The term van drivers applies to van drivers.
- C. The Salary Guides appended hereto do not apply to hourly paid Chapter I employees.

ARTICLE II

NEGOTIATING PROCEDURES

- A. The Middlesex Education Association and the Middlesex Board of Education agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement and any amendments to this Agreement.
- B. The Board shall make available to the Association for inspection all relevant records and data available to the public and shall provide the Association with a complete budget which has tentatively been adopted by the Board for the next fiscal year on the date that it is tentatively adopted by the Middlesex Board of Education.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. All meetings between the parties for the purposes of negotiations shall be scheduled, whenever possible, to take place when employee representatives and Board representatives involved are free from assigned duties and other responsibilities. When, however, the parties mutually determine that the meeting shall be scheduled during the school day, the employee representatives involved shall be excused from their duties and suffer no loss of pay.
- D. 1. Should either party determine that it wishes to negotiate modification or amendment to this Agreement, it may reduce such proposed modification or amendment to writing and present it to the other party for consideration. There shall be no requirement upon either party, however, to agree to negotiate any such modification or amendment.
 - Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing submitted to the respective parties for ratification, be signed by the Board and the Association. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- E. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative.
- F. The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential and releases to news media

shall be made only as agreed upon jointly, at least until either party declares impasse.

- G. The Board shall supply the Association with a copy of the minutes of all regular and special meetings of the Board and also a copy of the Superintendent's monthly report.
- H. The parties recognize their statutory obligations to negotiate in good faith with each other with regard to terms and conditions of employment of unit employees and their obligation to expeditiously reduce a negotiated Agreement to writing and to sign such an Agreement.
- I. The parties acknowledge that all signatories to a Memorandum of Agreement which states that the representatives of the Board of Education and the Association agree with the terms expressed therein have specifically noted their acceptance of all terms and conditions of employment expressed within the Memorandum of Agreement. Individual reservations or disagreements regarding specific terms and conditions of employment should be noted by the affected individuals within the body of said Memorandum.
- J. The parties agree that an Agreement to "make every good faith effort to obtain ratification by their respective principals" prohibits the signatories to such an agreement from taking actions which either are inimical to the collective bargaining process or which are intended to compromise the integrity of that process.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is a "complaint about the interpretation, application, or alleged violation of this Agreement or policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees covered by this Agreement."

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees covered by this Agreement. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association be given the opportunity to be present at such adjustment and to state its views.

C. Procedure

- In the event a grievance is filed at such time that it cannot be processed through all steps in this Grievance Procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable. Any grievance must be initiated within thirty (30) school days after the grievant knew or should have known of the existence of the grievance.
- Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step and shall be deemed to constitute an abandonment of the grievance.

Level One

An employee with a grievance shall first discuss it with his/her immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level One or within ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer the grievance to the Superintendent of Schools.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may within five (5) school days after a decision by the Superintendent or within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance within fifteen (15) school days to the Middlesex Board of Education. The Board or a committee thereof shall review the grievance and hold a hearing with the employee and render a decision in writing within thirty (30) school days of the receipt of the grievance by the Board.

6. <u>Level Four</u>

If the decision of the Board does not resolve the grievance and the Association wishes review by a third party, it shall notify the Board within ten (10) school days of receipt of the Board's decision in Level Three, of its desire to submit the grievance to arbitration.

- a. If arbitration is requested, the arbitrator shall be selected under the rules of the American Arbitration Association and shall not hold any hearings until at least thirty (30) school days after the determination at Level Three; and in the event the aggrieved party elects to pursue remedies through the Department of Education, the arbitration proceeding shall forthwith be cancelled and all costs incurred thereby assumed by the Association.
- b. Grievances concerning the interpretation, application, or alleged violation of the written Agreement shall be subject to binding arbitration. Grievances concerning: (1) the interpretation, application, or alleged violation of Board policies or administrative decisions; (2) a complaint of a non-tenured teacher which arises by reason of his/her not being reemployed; (3) a complaint by any teacher occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; and (4) any matter not contained in the Agreement between the parties shall not be subject to either advisory or binding arbitration.
- c. The arbitrator shall be limited to the issues submitted to him and will not add to or subtract from or modify the terms of the Agreement. He shall be without power

or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law, or rules or regulations having the force or effect of law. His decision shall not usurp the functions or powers of the Board as provided by statute or be inconsistent with the provisions of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Miscellaneous

- A separate file for grievances will be maintained and all documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
- 2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary forms shall be prepared jointly by the Superintendent and the Association and shall be given appropriate distribution to facilitate the functioning of the grievance procedure.
- 3. All decisions rendered in the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be submitted promptly to all parties in interest. All meetings and hearings under this procedure shall not be conducted in public.
- 4. If a grievance affects a group or a class of employees, the Association may process such grievances as a single grievance by submitting the grievances in writing (to so classify such grievances) at the first or second level, whichever is appropriate.
- 5. School day shall be a day when teachers are required to be in attendance and shall include not only student days but teacher days (i.e. in-service training days.)

E. Rights of Employees to Representation

Any aggrieved person may be represented at all levels of the grievance procedure by himself/herself and at his/her option by a representative selected or approved by the Association. Copies of grievances formally submitted by an individual shall be forwarded to the Association. When an employee is not represented by the Association, the Association shall be present and may state its views at all stages of the grievance procedure.

ARTICLE IV

EMPLOYEES' RIGHTS

- A. The Board and the Association hereby agree that every employee within the bargaining unit shall have and be protected in the exercise of the right--freely and without fear of penalty or reprisal--to form, join, and assist the Association and its affiliates or to refrain from any such activity.
- B. Whenever any employee is required to appear before the Board or any committee 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 he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of a reasonable size and shall note only identification of membership.
- D. No teacher or tenured secretary shall be disciplined or reprimanded without just cause in conformance with Board policy and the provisions of this Agreement. Any such action asserted by the Board or any agent or representative thereof shall be subject to the Grievance Procedure to the extent herein set The Board shall not discharge an instructional aide or a permanent custodian (as distinguished from a probationary custodian) without just cause. Written reasons shall be given to an instructional aide or custodian for his/her discharge; and if an instructional aide or custodian feels the discharge is without just cause, he/she may file a grievance with the Middlesex Board of Education which will terminate in advisory arbitration. probationary custodian shall be a newly hired employee. shall be employed for the first sixty (60) calendar days at the sufferance of the Board. During the first sixty (60) calendar days any such employee may be discharged or suspended for any reason and without recourse. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement.
- E. Employees who have completed three (3) years of service in the school district shall not be disciplined or discharged without just cause. Grievances brought pursuant to this provision may be submitted to binding arbitration if not resolved at earlier steps of the Grievance Procedure.

- F. Student grades shall be determined by the teacher upon his/her professional judgment within the grading policy of the Borough of Middlesex School District. In cases where a student's grade is requested to be changed, the principal will first discuss the change of grade with the teacher. If the grade is changed, the teacher may make a report in writing to the principal. Upon receipt of this report by the principal, the report will be countersigned by the principal, and returned to the teacher.
- G. Any derogatory criticism of an employee, or employer, shall be made to him/her in private, so far as possible, so as to avoid embarrassment to that individual.

H. Personnel Files

- A teacher shall have the right upon the reasonable notice of request to review personally the contents of his/her personnel file in the presence of the principal or Superintendent or their designee.
- B. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or the designee and attached to the file copy.

ARTICLE V

ASSOCIATION RIGHTS

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance meetings, he/she shall suffer no loss of pay or personal days.
- B. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that they shall not interfere with or interrupt normal school operations or teacher responsibilities.
- C. Upon permission granted by the building principal, the Association shall have the right to use: School facilities for meetings, typewriters, copying equipment, computers, mimeograph machines, calculators, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Board for the costs of repair

or replacement of such equipment. Replacement shall be with another piece of equipment of the same type and equal serviceability to the district. The Association shall provide its own paper.

- D. The Association shall have the right to use the inter-school mail facilities and school mailboxes to a reasonable extent unless this use interferes in any way with normal school functioning. The principal's office shall be given a copy of any material so distributed at the time of its distribution.
- E. The Association will be invited to take part in the planning of the orientation program for teachers. Time will be allocated during the orientation period when the Association shall have the responsibility of distributing this Agreement and other pertinent material. All teachers shall be notified by the Administration of their responsibility to attend the complete orientation program.
- F. The Association shall have in each school building a bulletin board in the faculty lounge or employee dining room. Copies of all materials to be posted shall be given to the building principal's office.
- G. The Association shall be responsible for acquainting its members with their responsibilities under the Agreement. The Board will share the cost of printing said Agreement equally with the Association but the board's contribution shall not exceed \$500.00.
- H. The Board shall grant to the President of the Association during his/her term in office the right to be excused from all but classroom duties in order to carry out the requirements of the office. The Board of Education will schedule the Association President's prep period the first or last period of the day, as per preference of M.E.A. President.
- I. 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 organization except as may be required by law.

ARTICLE VI

HOURS AND WORKING CONDITIONS

A. For Teachers

- a. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
 - b. The total in-school work day shall consist of not more than seven (7) hours and twenty (20) minutes which shall include a duty-free lunch period.
 - c. Teachers are required to be in their respective classrooms or at their assigned posts fifteen (15) minutes before the opening of the morning session, and at least five (5) minutes before the opening of the afternoon session, and shall remain in their classrooms thirty (30) minutes after the close of the students' day, except if the teacher is on a duty assignment. On Fridays or on days preceding holidays or vacation, the teachers' day shall end fifteen (15) minutes after the close of the students' day, except for those teachers who are assigned to duty on that day.
 - d. Elementary school instructional time may be increased by fifteen (15) minutes more than the 1991-92 instructional time at Hazelwood, Parker and Watchung schools. The Superintendent shall determine how the instructional time is to be included in the work day.
- a. Elementary school teachers shall be guaranteed five (5) preparation periods per week of at least thirty (30) minutes duration. There shall be no more than two (2) preparation periods in any one (1) day.
 - b. Secondary school teachers (grades 7-12) shall receive five (5) preparation periods per week. It shall be the intent of the Board to provide one (1) preparation period per day, except where scheduling will not permit same.
 - c. The length of the normal classroom period shall determine the length of the preparation periods.
 - d. Duty-free lunch periods are not included in Section A.2.a. and Section A.2.b.

- e. Teachers who suffer the loss of a preparation period as a result of being assigned to provide substitute coverage for a class shall be compensated at the rate of \$25.00 per class period.
- 3. a. Departmentalized classroom teachers shall not be required to teach more than two (2) major subject areas with no more than a total of four (4) teaching preparations per day in those areas.
 - b. Major subject areas are as follows:
 - (1) Business
 - (2) English
 - (3) Fine and Applied Arts
 - (4) Foreign Language
 - (5) Mathematics
 - (6) Physical Education and Health
 - (7) Science
 - (8) Social Studies
 - (9) Computers
 - c. The following are not considered teacher preparations:
 - (1) Driver Education
 - (2) Classes meeting less than 25 minutes daily
 - (3) Classes which meet less than three (3) times per week.

4. Department Chairpersons

- a. Department Chairpersons will have a maximum of four (4) teaching and/or duty assignments per day. High School Department Chairpersons will be provided additional preparation periods per week to carry out their duties as chairpersons provided such additional preparation periods may be scheduled without interference to the efficient operation of the school district.
- b. Elementary grade chairpersons may receive additional preparation periods per week when necessary in the opinion of the Board and with the approval of the building principal as to scheduling.
- c. Department chairpersons may be required to attend Board meetings.
- 5. Teachers may leave the building during their scheduled dutyfree period or lunch period if no conference or previous
 commitment has been made. However, teachers must notify the
 office that they will be out of the building and must notify
 the office again when they have returned.

- 6. a. One faculty meeting per month of one hour duration as needed. Starting with student dismissal; advance notice must be given; no faculty meetings can be held on half days, Fridays, or days before holidays, except in cases of emergency.
 - b. The Association shall have the right to speak at any such meeting at the end of the agenda.
- 7. Teacher participation in those activities for which extra contracts are issued will be voluntary except the Board reserves the right to assign teachers to such positions if deemed necessary. In no event shall the teacher be required to perform such duties for more than one (1) school year. The renewal date of contracts for these positions shall coincide with the issuance date of the teacher's regular contract.

B. For Secretaries

1. Hours

- a. A normal work week for employees in those categories designated 8. and 9. in Article I shall consist of five (5) working days, namely Monday through Friday.
- b. A normal work week shall consist of thirty-five (35) hours (excluding lunch).

c. Hours

- 8:00 a.m. to 4:00 p.m., September to school closing.
- (2) 8:00 a.m. to 3:00 p.m., Monday following school closing until opening in September.
- (3) Summer hours to be six (6) hours a day.
- (4) Starting and closing times may be altered by the particular needs of the individual office to which a secretary is assigned.
- d. Half-time employees work four (4) hours.
- e. No medical attention or medication is to be given by office personnel. Minor injuries, band aides, etc. will be handled in a nurse's absence.
- f. There will be at least one electric typewriter in good condition in each elementary school building.

- g. Secretaries will not be called upon to physically move heavy general supply deliveries.
- h. Secretaries will be provided with a twenty (20) minute break each day.
- Clerk typists directed by the Administration to perform the duties of a secretary shall be paid the rate of the secretary for that period of time. The above shall only take place after five (5) working days if no substitutes are used.
- j. Class I and Class II Secretaries shall be granted seniority rights in their respective class based upon the number of years of service in the district.

Overtime

- a. A secretary who works more than eight (8) hours per day shall be compensated at a rate of time and one-half or on the basis of equal time off for hours worked with the approval of her superior. A secretary who works on Saturdays, Sundays, or holidays shall receive double time.
- b. When schools are closed because of weather conditions or other emergencies, secretaries will not be required to report to work.

C. For Custodians

1. Hours

- a. A normal work week for employees in those categories designated 10-14 in Article I shall consist of five (5) working days, namely Monday through Friday.
- b. A normal work week shall consist of forty (40) hours (excluding a thirty (30) minute lunch).

c. Hours

- (1) First shift--6:30 a.m to 3:00 p.m.
- (2) Second shift--3:00 p.m. to 11:30 p.m.
- (3) Employees hired prior to July 1, 1992, will not be involuntarily transferred to a change in shift.

- 2. Custodians on second shift will be released every two (2) months to attend Association meetings. This shall be limited to two (2) employees and prior authorization must be requested and shall not be reasonably withheld. This time will be made up at a later date.
- Custodians shall receive a twenty (20) minute coffee break in the morning.

D. Van Drivers

- 1. The normal work week for van drivers shall be five (5) days from Monday through Friday.
- 2. Van drivers' normal work day shall be fifteen (15) minutes before their first pupil pick up and fifteen (15) minutes after their last pupil drop off. Van drivers shall receive a forty-five (45) minute duty-free lunch period except in emergency situations which shall be defined as an unavoidable event.
- 3. Van drivers shall not be required to work when students are not required to report to school within or outside of the District. If a Middlesex student being bussed out of the District is required by his/her school calendar to attend classes on a day or days when the Middlesex schools are closed, transportation of this student remains the duty of the van driver and the van driver is required under such circumstances to work on that day and to provide transportation for said student or students.
- Van drivers shall not be called upon to physically move heavy general supplies (i.e., anything which exceeds forty (40) pounds).
- 5. The Board agrees that when the number of days that students must be bussed out of the district when it is closed exceeds five (5), the van drivers will be compensated for the days over five.

E. Overtime - Custodians and Van Drivers

1. An employee who works more than forty (40) hours per week shall be compensated at a rate of time and one-half or on the basis of equal time off for hours worked with the approval of his supervisor. If a holiday falls within the forty (40) hours, it is included in the forty (40) hours. Any day which is paid for shall count in computing weekly overtime.

- 2. An employee who works on Saturday or Sunday shall receive time and one-half provided the employee has worked over forty (40) hours during the week.
- An employee who works on a holiday shall receive time and one-half provided he works the working day before and after the holiday.

For example:

- a. Holiday falls on a Wednesday and employee works all five (5) days during that week, pay should be calculated as follows: Forty (40) hours basic pay plus eight (8) hours at time and one-half for work performed on the Wednesday holiday. Pay would be calculated on fifty-two (52) hours for that week.
- b. If an employee is absent from work the day before or the day after a holiday, the employee does not receive bonus pay as above but receives pay as follows: Base pay for hours worked plus eight (8) hours holiday. Employee works Monday, Wednesday and Thursday but is absent from work on Tuesday and assume Wednesday is a holiday. Employee will be paid eight (8) hours holiday pay plus straight time for four (4) days or pay calculated on forty (40) hours.

F. Car Allowance

Any employee who uses his/her own vehicle in the performance of assigned duties shall be reimbursed at a rate no less than the I.R.S. figure as of January 1 for each year of this Agreement.

G. Education

Any custodian taking a course to obtain a black seal license or a van driver's license at the request of Administration shall be reimbursed in full for the tuition or fee.

H. Physicals

Yearly physical examinations if requested by the Administration shall be paid in full by the Middlesex Board of Education. If the Board of Education requires the physical and the employee goes to the Board of Education designated physician. If the employee chooses to go to their own physician, then the expenses of the physical will be borne by the employee.

I. Reduction in Force

- In the event that there is a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, custodians shall be laid off in the inverse order of their seniority.
- 2. In the event that within eighteen months from the date of his/her layoff a vacancy occurs in a classification which he/she previously held, a laid off employee shall be entitled to recall thereto in the order of his/her seniority if he/she had notified the Business Administrator in writing within sixty (60) to ninety (90) days from his/her date of layoff that he/she desires to be recalled..
- 3. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district by certified mail, return receipt requested. Within ten (10) days after posting such notice of recall, the employee shall notify the Business Administrator in writing whether or not he/she desires to return to such If he/she does not do so, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within two (2) days from the date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Business Administrator or his/her designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

J. For Teacher Aides

1. Hours

- a. A normal work week for teacher aides shall consist of five (5) working days, namely Monday through Friday.
- b. Normal work week shall consist of thirty (30) hours, excluding a thirty (30) minute lunch period.

K. Holiday and Vacation Schedules for Secretaries and Custodians

 Secretaries and Custodians shall be entitled to the following holidays:

Independence Day
Labor Day
N.J.E.A. Convention (2)
Thanksgiving
Friday after Thanksgiving

Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Good Friday
Monday after Easter
President's Day
Memorial Day

Six (6) additional days for secretaries to be scheduled during the holiday recess, mid-winter recess, and/or spring recess by the Business Administrator. If any of the above holidays fall on a weekend, they will be scheduled on the Friday prior to and/or Monday following said holiday. Secretaries will also be entitled to one (1) "floating day" to be taken at any time during the year.

2. Secretaries shall be entitled to two (2) weeks (10 working days) paid vacation after one year of service.

1-5	years10	days	11	years16	days
6	years11	days	12	years17	days
7	years12	days	13	years18	days
8	years13	days	14	years19	days
9	years14	days	15	years20	days
10	vears15	davg			

 Custodians shall be entitled to two (2) weeks (10 working days) paid vacation after one (1) year of service.

1-5 years10 days	8 years13	days
6 years11 days	9 years14	days
7 years12 days	10 years15	days

4. Vacation time for secretaries and custodians is not cumulative and must be taken within the limits of the contract year. Vacations are to be taken whenever possible during school summer closing or during the school year when children are not in school. Holidays that fall during scheduled vacations will be considered holidays and not vacation.

ARTICLE VII

CLASS SIZE

Class size shall be both limited and equalized to an extent consistent with sound educational principles and the fiscal and physical capacities of the school district.

ARTICLE VIII

SCHOOL CALENDAR

- A. The Board shall adopt a school calendar for the next school year not later than the regular June public meeting. The Superintendent of Schools shall, prior to making recommendations to the Board concerning the adoption of the school calendar, consult with representatives designated by the Association concerning the composition of that calendar.
- B. The total in-school work year for teachers employed on a tenmonth basis shall not exceed 186 days except that all teachers new to the Middlesex District shall be required to work one additional orientation day. In no case shall the actual days worked be less than 183 regardless of the number of days required for emergencies.
- C. The school year for teacher aides shall consist of 184 days in addition to any additional in-service days as required by Administration.

ARTICLE IX

NON-TEACHING DUTIES

A. The Board and Association acknowledge that a classroom teacher's and specialist's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, it is agreed as follows:

Classroom teachers shall not be required to drive students to activities which take place away from the school building. A classroom teacher may do so voluntarily, however, with the advance approval of a member of the Administrative staff. They should be compensated at the established travel reimbursement rate per mile for the use of their own automobile with prior approval.

ARTICLE X

TEACHER EMPLOYMENT

A. Teachers presently employed shall receive notification of their contract status by May 15th of each year with signed contracts to be returned no later than May 25th.

- B. Previously accumulated, unused sick days will be restored to all teachers returning from a granted leave of absence.
- C. Teachers planning to terminate employment shall notify the administration in writing of their intention no later than April 30th.
- D. Teachers employed prior to February 1st of the calendar year shall be placed on the proper step of the salary guide and shall be entitled to the increment normally granted as of September 1st of the next succeeding school year.

ARTICLE XI

SALARIES

The salaries of all employees covered by this Agreement are set forth in appendices A through I which are attached hereto and made a part of this Agreement.

TEACHERS' SALARIES

- A. 1. Teachers shall qualify for placement on Level A of the teachers' salary guide provided they hold a Bachelor's Degree or its professional equivalent.
 - To qualify for placement on Level B of the attached teachers' salary guide, a teacher must hold a Bachelor's degree plus a minimum of thirty (30) post-graduate credits.
 - To qualify for placement on Level C of the attached teachers' salary guide, a teacher must hold a Master's Degree in a graduate program approved by a college or university.
 - 4. To qualify for placement on Level D of the attached teachers' salary guide, a teacher must hold a Master's Degree plus a minimum of thirty (30) post-graduate credits, of which at least thirty (30) graduate credits must be in content courses relating to his/her present assignment.
 - All degrees and credits must be from an accredited college or university.
- B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 - Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

- When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous work day.
- 4. Teachers shall receive their final checks on the last working day in June if all records are completed and approved by the building principal.
- 5. The Board will continue the present payroll deduction program for annuity plans provided that payroll deductions will not be required for more than a total of eight (8) such annuity plans in any school year.
- C. Part-time teachers shall be compensated at a pro-ration of the appropriate salary guide step; e.g., teachers employed for three assigned periods will receive 3/6 of the appropriate step; teachers employed for four assigned periods will receive 4/6 of the appropriate step.

SECRETARIES', CUSTODIANS', AND MAINTENANCE SALARIES

A. Secretaries, custodians, and maintenance personnel hired after July 1, 1989, will be placed on their respective salary guides according to work experience in the above categories.

SECRETARIES' SALARIES

- Steps indicate years of service.
- B. All personnel who are solely responsible for a school office should be designated as Class I and be placed on the Class I salary guide.
- C. All personnel in offices should be designated as Class I or Class II according to their duties.

CUSTODIANS' SALARIES

- Employees holding a black seal license shall receive \$350 per year.
- 2. Custodians designated as head custodians in High School and Mauger shall receive a \$750 differential per year. Custodians designated as head custodians in an elementary school shall receive a \$450 differential per year.
- Custodians who secure a bus driver's license at the request of the Administration will be compensated an additional \$175 per year.

- 4. Employees assigned the head custodian responsibilities who perform said duties for five (5) working days or more shall receive the appropriate proportion of the above differentials. Every attempt will be made to assign this responsibility to only one individual for each period of absence.
- 5. The Board agrees to furnish three (3) sets of work uniforms. The employee is required to wear the same while in performance of his/her work.
- The Board agrees to provide suitable foul weather gear as needed.
- 7. The Board agrees to provide \$50 a year to maintenance employees toward the purchase of one (1) pair of safety shoes.
- 8. Custodians employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- 9. Custodians employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

AIDES' SALARIES

Aides shall be given annual employment contracts fixing annual salaries based on the total number of days scheduled for work times the hourly rate.

GENERAL PROVISIONS

The Board reserves the right to withhold any and all increments and/or salary adjustments for unsatisfactory service. Salary increments are conditional upon recommendation from the Superintendent and are not automatically granted merely because an employee has completed one (1) additional year of service.

ARTICLE XII

TEACHER ASSIGNMENTS

All teachers will be informed in writing of their tentative teaching assignments by the end of the school year. In the event that changes in teaching assignments take place after the close of the school year, teachers will be promptly notified by mail of such changes.

ARTICLE XIII

TRANSFERS AND REASSIGNMENTS

A. Assignments

The Superintendent of Schools shall assign teachers to their duties and make such transfers, reassignments and adjustments that will, after considering all factors involved, in his judgment, work for the best interests of the school district. The wishes of the individual teacher will be included among the factors in making such determination.

B. Teacher Transfer Requests

Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1st. Such statement shall include the grade and/or subject to which a teacher desires to be assigned and the school or schools to which he/she desires to be transferred in the order of his/her preference.

C. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions in order of preference to which they desire to be transferred.

D. Compliance With Requests

It is understood that such changes are not guaranteed by virtue of the request for same but shall be made in accordance with Paragraph A. above.

E. Vacancies

1. Teachers

By April 15th of each year, the Superintendent shall make available to the Association and post in all school buildings a list of the known vacancies which will occur during the school year. As vacancies occur during the school year, said notification and posting will be made.

2. Secretaries and Custodians

All job openings are to be posted on a bulletin board in each school and in the Administrative building five (5) days before position is filled.

3. Employees wishing to be considered for any change in employment will be afforded the opportunity of so stating. This will be done by the use of a standard form filled out by the employee indicating interest in any specific change of situation for which the employee feels he/she is qualified. Present employees will be given preference in filling such positions provided they are as qualified as any other applicant.

ARTICLE XIV

TEACHER PROMOTIONS

- A. All vacancies in the school district shall be posted on each staff bulletin board at least two (2) weeks prior to the closing application deadline. Notice shall include job title, job description, eligibility requirements, instructions for making application, and closing date for application. The Superintendent will forward notices of vacancies to the President of the Association and to all Association faculty representatives at least two (2) days prior to the scheduled date for public posting.
- B. All professional staff members in the employ of the Middlesex Board of Education are entitled to apply for advancement to positions of increased remuneration and/or responsibility within the school district.
- C. The Middlesex Board of Education will consider the Superintendent's recommendation. The Board may interview such applicants as it desires. Promptly after the Board makes its selection, the Superintendent shall notify the applicants and the Association thereof in writing. Grievances by an unsuccessful applicant, in order to be considered, must be filed not later than five (5) days after receipt of notice of selection.
- D. It is agreed that in cases of filling non-bargaining unit vacancies, grievances which challenge the judgment of the Administration or of the Board in making the selection shall not be arbitrable. Grievances asserting that the Administration or the Board failed to follow the procedures set forth in this Article may be arbitrated as to that question only.
- E. Teachers interested in applying for promotional opportunities which may arise during the period between June and September when school is not in session may prefile prior to July 1st an application for promotion. Should an opening arise, the Superintendent will inform those teachers who have prefiled for that opening. The procedure as outlined above shall then be followed as to promotions.

ARTICLE XV

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and will full knowledge of the teacher.
- B. All tenured teachers shall be observed and evaluated a minimum of once yearly and all non-tenured teachers shall be observed at least three (3) times a year and evaluated at least once a year.
- C. The Superintendent shall designate certificated personnel responsible for the formal written evaluation of teachers and teachers will be advised of the titles of such individuals.
- D. 1. New teachers will be provided with a blank copy of the evaluation and observation forms during the opening day of each school year.
 - 2. A teacher shall be given a copy of any formal observation report prepared by his/her evaluators within four (4) school days of the observation and a conference will be held to discuss it. If the teacher wishes, he/she may request additional conference time prior to the observation forms being placed in his/her file. No such observation report shall be submitted to the Central Office, placed in a

teacher's file, or otherwise acted upon without an opportunity for a conference with the teacher. The teacher shall sign the observation form as an acknowledgment of having seen the report and comments.

- E. The teacher shall also have the right to submit a written answer to such material in space provided on the evaluation form and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- F. Any complaints regarding a teacher made to any member of the Administration by any parent, student, or any other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut any such complaints.

ARTICLE XVI

NON-CERTIFICATED STAFF EVALUATION

A. All appraisals of the work performance of an employee shall be conducted openly and with full knowledge of the employee. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by Administrators and/or supervisory personnel; provided, however, that non-supervisory personnel who directly utilize the services of non-certificated staff shall, upon request, provide information about the work performance of the non-certificated employees with whom they work to the administrator/supervisor conducting the evaluation. Said evaluation reports shall be submitted to the Board Secretary and placed in the personnel file only after the employee has reviewed and signed the report. The employee shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement.

B. An employee shall have the right upon request to review the contents of his/her personnel file in the presence of the Board Secretary or his designee.

ARTICLE XVII

NO STRIKE PLEDGE

- A. The Association covenants and agrees during the term of this Agreement that neither it nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action, or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- B. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have.

ARTICLE XVIII

TEACHER FACILITIES

- A. The Middlesex Board of Education will make every reasonable effort to provide the following facilities in each school:
 - 1. Adequate storage space and suitable space for teachers to store coats, overshoes, and other personal articles.
 - A faculty lounge or dining area.
 - 3. A desk and chair in each classroom and a filing cabinet for each teacher.

4. An air conditioned and well-lighted teacher work area in each school.

ARTICLE XIX

LEAVES OF ABSENCE

A. Sick Leave

1. All employees shall be entitled to one (1) sick leave day per contract month as of the first official day of said school year whether or not they report for duty on that day. Learning Assistants shall receive one (1) day of sick leave

for a month of service, prorated from the date of employment. Unused sick leave shall be accumulated from year to year with no maximum limit.

- 2. In making salary deductions for teachers' and secretaries' excused absences over the amount of time allotted by State Law and Board policy:
 - a. The substitute's daily salary shall be the amount deducted. This additional leave shall not exceed thirty (30) days.
 - b. In making salary deductions in cases where no substitute is employed, the amount deducted shall be the same as if a substitute had been employed.
 - c. In making deductions for unexcused absences, the entire daily salary shall be the amount deducted. This provision also applies to custodians.
 - d. In cases of unexcused absences occurring in the month of June after the payroll for the month of June has been made out, the employee shall reimburse the Middlesex Board of Education for the amount due prior to the issuance of the June 30 paycheck.
- 3. It shall be the obligation of the employee to certify that the absence resulted from personal illness. Upon request, the employee shall present a physician's statement of illness to the Superintendent.
- 4. Teachers who will be absent shall notify the calling service sufficiently early in the evening prior to or on the day of absence to facilitate the selection of a suitable substitute teacher. Similarly, secretaries shall notify their supervisor and custodians shall notify the Maintenance

Supervisor or Business Administrator early in the evening prior to or on the day of absence to facilitate the selection of a suitable substitute.

5. Upon retirement, employees will be paid for unused accumulated sick leave at a rate of \$15 per day, with a dollar amount not to exceed \$3,000. If teachers selected the retirement option of having the Board pay medical premiums after retirement, they then will surrender the above benefit.

B. On-the-Job Injuries

- 1. All injuries incurred while performing school duties, regardless of how minor they may seem, must be reported to the school nurse within two (2) working days from the time of said injuries. Custodians must report such injuries immediately.
- 2. The school nurse will check the injury and record same.
- 3. An employee, after being absent from his post of duty due to on-the-job injury, must present a report from the doctor certifying that the employee is able to return to work. Such report is to be given to the Secretary of the Middlesex Board of Education through the school nurse. Custodians shall give such report to the Business Administrator.
- Whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the provisions of Title 18A:30-2.1 will apply.
- 5. In the event any portion of "B." above is contrary to law, the parties herewith agree to utilize the provisions of State Law in lieu thereof.

C. Personal Leave

 Personnel may be absent from school duties for two (2) days per year without loss of pay for personal matters which require such absence during school hours. The teachers must make application to the Superintendent, and in the case of

the secretaries and custodians, to the Business Administrator, for personal leave. This application must be made at least five (5) school days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state reasons for taking such leave other than that he/she is taking it under this section with the following qualifications:

- a. Employees shall not use such personal days immediately prior to or immediately following a school vacation period. In cases of emergency, when reasons are stated, exceptions may be made by the Superintendent, or in the case of custodians and secretaries, by the Business Administrator.
- b. All unused personal days in any year shall be added to the employee's accumulated sick leave.
- 2. In addition to paragraph a. above, and only after an employee has used the two (2) personal days, a tenured employee may be granted one (1) emergency day without loss of pay for emergency reasons only. Similarly, a custodian after three (3) years continuous employment may be granted one emergency day which if unused may not be accumulated by the employee.
- 3. Personal leave shall not apply to employees who work less than twenty (20) hours per week.
- D. Other leaves of absence with pay may be granted by the Board for good reason. In the event of serious illness of the teacher's spouse, child, parent, or any member of the immediate household, special consideration shall be given by the Board.
- E. School shall be closed for up to two (2) days during which the N.J.E.A. Convention is in session.
- F. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school district—if the teacher is required by law to attend—shall be permitted to the individual with no loss of pay thereto.
- G. Employees shall be provided with all statutory rights with regard to military service as provided by the laws of the State of New Jersey.

H. Bereavement Leave

1. Personnel may be absent from school without loss of pay for a period not to exceed five (5) working days immediately following the death of a member of the immediate family.

The immediate family is construed to mean parents, spouse, spouse's parents, children, sister or brother, or other members of the immediate household.

Personnel may be absent from school duties without loss of pay for a period up to three (3) days because of the death of a near relative. A near relative shall be construed to mean a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, or spouse's grandparents.

- 3. In the event of the death of a teacher or student in the Middlesex School District, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers and secretaries sufficient time off to attend the funeral.
- I. With prior approval, teachers may be granted two (2) days per school year without loss of pay for the purpose of observation of programs in other schools or school districts or conferences of an educational or professional nature. A written report of said observation shall be given to the building principal.
- J. 1. Teachers shall be granted a leave of absence without pay of up to two (2) years for the purpose of full-time Fulbright Scholarship.
 - A tenured teacher shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.
- K. A leave of absence without pay for up to one (1) year may be granted to any tenured employee for the purpose of caring for a sick member of the employee's immediate family.
- L. All leave benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.

M. <u>Maternity</u> Leave

Employees may apply for leave of absence without pay for disability due to pregnancy and/or child care leave subject to the following conditions:

1. An employee requesting sick leave for disability due to pregnancy must notify the Superintendent as soon as possible after confirmation of such pregnancy. A mutually agreeable beginning date of such leave shall be established by the Superintendent and the Board on the advice of her physician. The Board may remove the employee from her duties if she is unable or unwilling to perform all of her job responsibilities. Disputes as to physical incapacity shall be decided by the employee's physician and the Board's physician, or in the event of disagreement by a third physician, or in the event of disagreement by a third physician jointly selected by the Board and the employee or by the Middlesex County Medical Society if no agreement is reached on the selection of the third physician.

- The employee shall return to work, unless extended leave for child care has been granted, as soon as she is physically able to perform her duties. The Board may require a certification from the employee's physician as to her medical and physical fitness. The employee shall notify the Superintendent as promptly as possible of the date of her anticipated return to work.
- 3. An employee may use any or all of her accumulated sick leave for disability due to pregnancy. The Board has the right to require proof of such disability.
- 4. Leaves of absence for disability due to pregnancy shall not extend beyond the end of the contract school year in which the leave is obtained in the case of non-tenured employees.
- 5. A tenured employee may apply for a twelve (12) month child care leave which period shall include the period of disability and the balance of the current school year plus such additional time as may be required to have the leave terminated by September 1. Employees granted such leave must notify the Board no later than February 15th of their intent to return in September. In no event shall such leave exceed twenty-four (24) months.
- 6. Failure to return to work promptly upon recovery from disability due to pregnancy or to give the required notice of intent to return from child care leave shall be deemed a resignation from employment.
- 7. Any employee adopting a child shall be eligible for any and all leaves of absence listed in Section M. with the exception of sick leave for disability due to pregnancy. Leave will commence with the pay period immediately preceding the employee receiving de facto custody of the child or earlier if necessary to fulfill the requirements for the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the schools.

ARTICLE XX

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. It shall be the responsibility of the Middlesex Board of Education to maintain the school buildings and grounds in a condition that is conducive to the health, safety, and well-being of pupils and employees. It shall be the responsibility of each employee to report, through the building principal, any condition which may be considered unsafe or hazardous.

- B. No persons employed or engaged in a school or educational institution, whether public or private shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school institution; but any such person may within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
 - To quell a disturbance threatening physical injury to others;
 - 2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - for the purpose of self-defense;

For the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or education institution shall be void.

- C. Employees shall be indemnified against civil and/or criminal actions pursuant to the provisions of Title 18A:16-6 and 16-6.1.
- D. 1. Employees shall within forty-eight (48) hours, report cases of assault or other injury occurring on the job to their principal or other immediate superior.
 - Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XXI

PERSONAL AND ACADEMIC FREEDOM

Personal and academic freedom is guaranteed to each professional employee under the laws and Constitution of the State of New Jersey and of the United States of America. The Board respects the rights of all professionals in the exercise of these freedoms.

ARTICLE XXII

MANAGEMENT RIGHTS

- A. Consistent with State Law, the Board on its own behalf and on behalf of the citizens of the Borough of Middlesex, Middlesex County, New Jersey, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
- B. Consistent with State Law, nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authorities under Revised Statutes 18A and Chapter 123, Public Laws of 1974, or any other national, state, county, district, or local laws and regulations as they pertain to education.

ARTICLE XXIII

TUITION REIMBURSEMENT

- A. In order to encourage members of the professional staff to take courses which will tend to improve their teaching effectiveness and their value to the school district, the Middlesex Board of Education will pay only to those teachers who have completed a minimum of two (2) school years in the Middlesex School District according to the following conditions outlined below:
 - 1. Tenured teachers in the Middlesex School District shall receive one hundred percent (100%) of tuition charges or \$590 (whichever is lesser) and non-tenured teachers in the school district shall receive one hundred percent (100%) of tuition charges or \$455 (whichever is lesser).
- B. 1. In the case of a tenured teaching staff member who shows evidence of being involved in a Master or Doctorate program which will be complete in a maximum of three (3) years, the
 - Board of Education will reimburse up to \$1200.00 in tuition charges in that current school year. This Master or Doctorate program must be approved by the Superintendent of Schools for reimbursement to occur.
 - 2. Courses which relate to a teacher's present or probable future assignment in the Middlesex School District and which will tend to qualify the teacher for advanced placement on the Teacher Salary Guide will be eligible for reimbursement.

- 3. The only costs for which the Middlesex Board of Education will be partly responsible are tuition costs. Matriculation fees, registration fees, laboratory fees, textbooks, reference books, transportation charges, and parking fees are not eligible.
- 4. The Middlesex Board of Education will reimburse teachers in the following manner:
 - a. Reimbursement for approved courses taken during September through January will be made to the teacher in March.
 - b. Reimbursement for approved courses taken during February through May will be made in July.
 - c. Reimbursement for approved courses taken during June through August will be made in October, if and only if the teacher is still a member of the Middlesex staff on September 30th.
- 5. Courses which are required by the New Jersey State Department of Education for initial regular certification of the teacher will not be eligible for reimbursement.
- 6. The teacher must obtain credit for the course in order to be eliqible for reimbursement.
- 7. A teacher who expects to be reimbursed for a course or courses must:
 - a. Prior to taking the course or courses, submit in duplicate to the Superintendent of Schools an application for approval to take courses eligible for tuition reimbursement. One (1) copy of the application form will be returned to the teacher within ten (10) school days stating approval or lack of approval. The application forms may be obtained from the building principal or the Superintendent. (Tuition Reimbursement Form A.)
 - b. Submit a reimbursement form to the office of the Superintendent of Schools for approval. Application forms may be obtained from the building principal or the Superintendent. (Tuition Reimbursement Form B.)
 - c. Submit a receipted bill showing the tuition charges.
 - d. Submit an official transcript or a registrar's grade statement covering the course taken.
 - e. Fill out and sign a Board voucher.

ARTICLE XXIV

INSURANCE PROTECTION

- A. The Middlesex Board of Education shall provide health care insurance protection comparable to Blue Cross/Blue Shield and major medical as designated below:
 - Full first person coverage for:
 - a. Hospital room and board and miscellaneous costs
 - b. Surgical costs
 - c. Rider J
 - 2. The cost of the dependent coverage for:
 - a. Hospital room and board and miscellaneous costs
 - b. Maternity costs
 - c. Surgical costs
 - d. Rider J
 - Full coverage for all major medical costs.
 - 4. For each employee who remains in the employ of the Board for the full school year and who desires coverage, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th.
 - 5. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall be available for inspection in the Administrative offices.
 - Employees who work less than twenty (20) hours per week shall not be entitled to the insurance benefits provided by this Article.
- B. The Board shall provide family dental and prescription insurance plans for all unit members. Effective January 1, 1993, the copayment for brand name prescription drugs shall be ten dollars (\$10.00) and the co-payment for generic drugs shall be five dollars (\$5.00).

C. Employees shall be offered the option of waiving health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver will, for the school year to which the waiver applies, receive a lump sum check on the July I following the conclusion of that school year for forty percent (40%) of the employee's coverage premium. New hires who select to waive health benefits shall receive a prorated payment. Reentry to health coverage shall take place July 1, after an employee elects to not participate, or if there is a change in marital status, upon sixty (60) days written notice to the Middlesex Board of Education.

D. Retirement/Medical Insurance

The Board shall pay the full cost of one-party Blue Cross/Blue Shield and Major Medical or equivalent coverage for any teacher who retires at age 55 with twenty-five (25) years of service in the school district. The Board agrees to pay for such benefits until the teacher reaches the age upon which the teacher shall be entitled to Medicare. If the teacher opts for this coverage, he/she will then surrender the retirement sick leave Article, if applicable. The teacher will be allowed, if the health benefits carrier approves, to purchase any other insurance plan that the Board of Education offers to its regular membership for self, spouse, and/or family by paying the difference between one-party group coverage rate and two-party group and/or family group coverage rate.

ARTICLE XXV

DUES DEDUCTION

Α. 1. The Board agrees to deduct from the salaries of its employees dues for the Middlesex Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. Said monies together with any records of any corrections shall be transmitted to the treasurer of the Middlesex Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

- 2. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of membership dues shall give the Board written notice prior to the effective date of such change.
- 3. The filing of notice of an employee's withdrawal from the Dues Deduction Plan may be done twice annually:
 - a. Prior to December 1st to become effective to halt deductions as of January 1st next succeeding; or
 - b. Prior to June 15th to become effective to halt deductions as of July 1st next succeeding.
- B. The Board agrees to deduct ten (10%) percent of the monthly salary of those teachers who individually and voluntarily authorize the Board to do so. This money is to be deposited by the Board Secretary with a suitable depository who will set up an individual savings account for the teacher.
- C. 1. The Association shall be responsible for supplying the Secretary of the Board with the necessary authorizations for those employees desiring deductions under Paragraph A. above, and under the rules established by the State Department of Education.
 - The Association will be responsible for supplying the Secretary of the Board with the necessary authorizations for those teachers desiring deductions under Paragraph B. above, prior to June 15th.
- D. The Association hereby agrees to indemnify, defend and save harmless the Board from any claims which may arise with regard to its deduction of dues provided such acts are in accordance with Sections A.1., 2., and 3. of this Article.

E. Representation Fee

- 1. The Association shall, on or before October 15th, deliver the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of

each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 3. below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. 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 paychecks:

- a. In November; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership dues to the Association.

- 4. On or about the last day of such month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- 5. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee

of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except where in this Agreement the parties have specifically agreed otherwise.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. A copy of the personal contract signed by each secretary shall be returned to the Board Secretary within sixty (60) days of the date said contract has been signed.
- D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school district shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or

administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE XXVIII

INSTRUCTIONAL COUNCIL

A. Faculty Councils

- 1. There shall be established in each school with a supervising principal a Faculty Council. The membership thereof shall be appointed in the following manner: three (3) faculty members may be appointed by the Association and three (3) by the principal.
- 2. Members of the Faculty Council shall meet periodically upon request of either party during the school year.
- 3. In addition, the Faculty Council as necessary shall work cooperatively with the District-Wide Council on professional matters and projects pertaining to the school district.

B. District-Wide Councils

- There shall be established in the school district a
 District-Wide Council. Its membership shall be made up of
 not less than five (5) nor more than seven (7) faculty
 members appointed by the Association, and such
 administrators and faculty members as may be designated by
 the Superintendent.
- 2. The Superintendent and the President of the M.E.A. are exofficio members of the District-Wide Council.
- 3. The chairman of the District-Wide Council shall be elected yearly, rotating each year between administrator and faculty members with the first chairman being a faculty member.
- 4. Members of the District-Wide Council shall meet periodically upon request of either party during the school year.
- The District-Wide Council shall meet, discuss, and study professional matters pertaining to the school district.
- 6. The professional matters requiring discussions and study may be initiated by the Council or the Superintendent.
- 7. Recommendations made by the Council shall be conveyed to the Board by the Superintendent.

C. The Purpose of the Faculty Council and District-Wide Council:

- 1. Neither the Faculty Council nor the District-Wide Council shall have as their purpose, nor shall they attempt discussion, determination or settlement of grievances, changes in the interpretation of the Agreement or practices under the Agreement, or additions to or deletions from the Agreement.
- 2. Matters discussed by Faculty Councils with the principals or the dispositions or recommendations made by the District-Wide Council shall not be the subject of grievances.
- 3. Nothing in the establishment of the Faculty Councils nor the District-Wide Councils shall preclude the Superintendent, Director of Instruction, or building principals from appointing faculty members to or forming within the district other committees or councils of an ad hoc nature to discuss, study, or recommend to administrators on matters of educational concern to the district.
- 4. The District-Wide Council shall have no authority to make policy, alter existing policy, or in any way depart from established administrative or Board regulations, nor shall it have the authority to make commitments for expenditures of funds. Meetings of the District-Wide Council and the Faculty Council shall take place other than the hours school is in session, unless the Superintendent shall at his/her discretion determine otherwise. Any matter of instructional concern may be brought before the Faculty or District-Wide Council.

ARTICLE XXIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1992, and shall continue in effect to and including June 30, 1995. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents.

MIDDLESEX EDUCATION ASSOCIATION	MIDDLESEX BOARD OF EDUCATION
By Robert J. Finoleymaker	By April , D'and-
, ,	•
	11-8-93 Date
Date	Date
Kacherine M. Tolomes Secretary	Mylluff well
Secretary	W Secretary
11/4/93	11-8-83
11/7//04	// 6 -

Date

Date

APPENDIX A

MIDDLESEX PUBLIC SCHOOLS TEACHERS' SALARY GUIDE 1992 - 1993

YRS.EXP.	STEP	LEVEL A	LEVEL B	LEVEL C	LEVEL D
0	1	\$24,300	\$24,950	\$26,250	\$26,900
1	2	24,800	25,450	26,750	27,400
2	3	25,800	26,450	27,750	28,400
3	4	26,900	27,750	28,850	29,500
4	5	28,000	28,650	29,950	30,600
5	6	29,100	29,750	31,050	31,700
6	7	31,100	31,750	33,050	33,700
7-11	8	36,950	37,600	38,900	39,550
12	9	43,850	44,500	45,800	46,450
13+	10	45,850	46,500	47,800	48,450

Years Completed	Amount
17 - 18	\$1,400
19 - 21	1,700
22 - 24	2.025
25 - 27	2,350
28+	2,685

APPENDIX B-1

MIDDLESEX PUBLIC SCHOOLS TEACHERS' SALARY GUIDE

1993 - 1994 (September-January)

YRS.EXP.	STEP	LEVEL A	LEVEL B	LEVEL C	LEVEL D
0,1	2	\$ 25,900	\$ 26,550	\$ 27,850	\$ 28,500
2	3	26,900	27,550	28,850	29,500
3	4	27,900	28,550	29,850	30,500
4	5	29,200	29,850	31,150	31,800
5	6	30,700	31,350	32,650	33,300
6	7	32,700	33,350	34,650	35,300
7	8	35,300	35,950	37,250	37,900
8-10	9	38,500	39,150	40,450	41,100
11	10	41,500	42,150	43,450	44,100
12	11	43,900	44,550	45,850	46,500
13+	12	47,950	48,600	49,900	50,550

Years Completed	<u>Amount</u>
17 - 18	\$1,700
19 - 21	2,000
22 - 24	2,350
25 - 27	2,750
28+	3,250

APPENDIX B-2

MIDDLESEX PUBLIC SCHOOLS TEACHERS' SALARY GUIDE

1993 - 1994 (February-June)

YRS.EXP.	STEP	LEVEL A	LEVEL B	LEVEL C	LEVEL D
0,1	2	\$ 26,900	\$ 27,550	\$ 28,850	\$ 29,500
2	3	27,900	28,550	29,850	30,500
3	4	28,900	29,550	30,850	31,500
4	5	30,200	30,850	32,150	32,800
5	6	31,700	32,350	33,650	34,300
6	7	33,700	34,350	35,650	36,300
7	8	36,300	36,950	38,250	38,900
8-10	9	39,500	40,150	41,450	42,100
11	10	42,500	43,150	44,450	45,100
12	11	44,700	45,350	46,650	47,300
13+	12	47,950	48,600	49,900	50,550

Years Completed	<u>Amount</u>
17 - 18	\$1,700
19 - 21	2,000
22 - 24	2,350
25 - 27	2,750
28+	3,250

APPENDIX C-1

MIDDLESEX PUBLIC SCHOOLS TEACHERS' SALARY GUIDE

1994 - 1995 (September-January)

YRS.EXP.	STEP	LEVEL A	LEVEL B	LEVEL C	LEVEL D
0	2	\$ 27,700	\$ 28,350	\$ 29,650	\$ 30,300
1,2	3	28,700	29,350	30,650	31,300
3	4	29,000	29,650	30,950	31,600
4	5	30,200	30,850	32,150	32,800
5	6	31,800	32,450	33,750	34,400
6	7	33,800	34,450	35,750	36,400
7	8	37,500	38,150	39,450	40,100
8	9	40,000	40,650	41,950	¥2,600
9-11	10	42,800	43,450	44.750	45,400
12	11	45,800	46,450	47,750	48,400
13	12A	46,300	46,950	48,250	48,900
14+	12B	50,150	50,800	52,100	52,750

Years Completed		<u>Amount</u>
16 - 18		\$1,850
19 - 21		2,275
22 - 24		2,650
25 - 27		3,100
28+	45	3,700

APPENDIX C-2

MIDDLESEX PUBLIC SCHOOLS TEACHERS' SALARY GUIDE

1994 - 1995 (February-June)

YRS.EXP.	STEP	LEVEL A	LEVEL B	LEVEL C	LEVEL 0
o	2	\$ 29,100	\$ 29,750	\$ 31,050	\$ 31,700
1,2	3	30,100	30,750	32,050	32,700
3	4	32,000	32,650	33,950	34,600
4	5	33,200	33,850	35,150	35,800
5	6	34,800	35,450	36,750	37,400
6	7	36,800	37,450	38,750	39,400
7	8	38,900	39,550	40,850	41,500
8	9	41,400	42,050	43,350	44,000
9-11	10	44,200	44,850	46,150	46,800
12	11	47,200	47,850	49,150	49,800
13	12A >	50,150 12	50,800	52,100	52,750
14+	12B	50,150	50,800	52,100	52,750

Years Completed	Amount
16 - 18	\$1,850
19 - 21	2,275
22 - 24	2,650
25 - 27	3,100
28+	3,700

APPENDIX D

MIDDLESEX PUBLIC SCHOOLS

SECRETARIAL GUIDE - CLASS I

<u>Step</u>	92-93	<u>93-94</u>	94-95
1	\$19,000	\$20,000	\$21,000
2	19,600	20,500	21,500
3	20,500	21,100	22,300
4	21,500	22,500	23,000
5	23,000	24,500	26,000
6	25,500	27,000	29,000
7	28,310	29,960	31,700

SECRETARIAL GUIDE - CLASS II

<u>Step</u>	<u>92-93</u>	<u>93-94</u>	94-95
1	\$18,600	\$ 19,500	\$20,500
2	19,200	20,000	21,000
3	20,000	20,800	21,800
11	20,800	22,000	22,600
5	22,500	24,000	25,000
6	25,000	26,500	28,000
7	27,100	28,700	30,400

Longevity

Years Completed	Amount
13 - 15	\$ 400
16 - 18	600
19 - 21	800
22 - 24	1,000
+25	1,200

(Longevity for 92-93, 93-94, 94-95 school years)

APPENDIX E

MIDDLESEX PUBLIC SCHOOLS

MAINTENANCE SALARY GUIDE

Step	92-93	93-94	94-95
1	\$24,000		
2	24,700	\$25,800	\$27,000
3	25,500	26,400	28,000
4	26,500	27,200	29,000
5	27,700	28,000	30,000
6	28,700	29,500	31,500
7	34,000	31,000	33,000
8		35,700	37,300
	CUSTODIA	_ SALARY GUIDE	
Step	92-93	<u>93-94</u>	<u>94-95</u>
1	\$ 21,000	\$ 22,000	
2	21,500	22,500	\$ 23,200
3	22,000	23,000	23,700
4	22,550	23,750	24,200
5	23,100	24,600	25,000
6	25,000	26,750	26,350
7	29,340	28,500	28,500
8		30,800	32,350

Years Completed	Amount
13 - 15	\$ 400
16 - 18	600
19 - 21	800
22 - 24	1,000
+25	1,200

APPENDIX F MIDDLESEX PUBLIC SCHOOLS

VAN DRIVER SALARY GUIDE

<u>Step</u>	<u>92-93</u>	93-94	94-95
1	\$ 20,500	\$ 21,500	\$ 22,500
2	21,000	22,000	23,000
3	21,500	22,500	23,500
4	22,000	23,000	24,000
5	23,000	24,000	25,500
6	24,500	25,500	27,000
7	25,530	26,980	28,510

APPENDIX G

92-93	93-94	<u>94-95</u>
\$ 14,350	\$ 15,350	\$ 16,350

APPENDIX H

EXTRA CONTRACTS SALARY GUIDE

HIGH SCHOOL		92-93	93-94	94-95
DIRECTOR OF	F ATHLETICS Head J.V. Assistant J.V. Assistant Freshman Assistant Freshman Assistant	5,150 3,670 3,670 3,330 3,330	5,400 3,850 3,850 3,500 3,500	5,650 4,050 4,050 3,680 3,680
BASKETBALL	, BOYS			
	Head J.V. Assistant Freshman Assistant	4,625 3,300 3,075	4,925 3,500 3,275	5,275 3,725 3,475
BASKETBALL	, GIRLS			
	Head J.V. Assistant	4,625 3,300	4,925 3,500	5,275 3,725
WRESTLING				
	Head Assistant	4,625 3,300	4,925 3,500	5,275 3,725
BASEBALL				
	Head J.V. Assistant Freshman Assistant	4,225 3,300 3,075	4,460 3,500 3,275	4,725 3,725 3,475
SOFTBALL	Head J.V. Assistant	4,225 3,300	4,460 3,500	4,725 3,725
TRACK	Head Assistant Assistant Assistant	4,225 3,300 3,300 3,300	4,460 3,500 3,500 3,500	4,725 3,725 3,725 3,725
FIELD HOCK	EY			
	Head Assistant	4,225 3,300	4,460 3,500	4,725 3,725
TENNIS, BO	YS (Spring)	3,600	3,950	4,225
TENNIS, GI	RLS (Fall)	3,600	3,950	4,225
CROSS COUN	TRY	3,600	3,950	4,225
GOLF		3,600	3,950	4,225

	CHEERLEADING			
-	Football Basketball Wrestling	2,800 2,550 2,550	2,950 2,700 2,700	3,110 2,850 2,850
-	VARSITY SOCCER	4,225	4,460	4,725
_	JV SOCCER	3,300	3,500	3,725
	FRESHMAN GIRLS BASKETBALL	3,075	3,275	3,475
-	FRESHMAN GIRLS SOFTBALL	3,075	3,275	3,475
	BOWLING	1,617	1,717	1,817
-	BAND ACTIVITIES Head Assistant	3,900 1,950	4,125 2,050	4,350 2,160
-	NEWSPAPER	1,520	1,620	1,750
-	YEARBOOK	3,000	3,150	3,330
	CHORUS	1,200	1,300	1,425
-	AUDIO-VISUAL	1,200	1,300	1,425
	LAMPLIGHTERS	1,740	1,830	1,930
	DRAMATICS (Grades 9-12)	740	740	740
~	MUSICAL - 1 2 3	2,150 1,700 1,200	2,270 1,800 1,270	2,400 1,900 1,350
	KEY CLUB ADVISOR	1,450	1,530	1,615
	LAW CLUB ADVISOR	1,580	1,670	1,770
_	STUDENT COUNCIL ADVISOR	1,450	1,530	1,615
	HONOR SOCIETY ADVISOR	1,100	1,160	1,250
•	S.A.D.D. ADVISOR	1,100	1,160	1,250
_	CLASS ADVISORS Freshman Sophomore Junior Senior	870 870 1,200 1,600	920 920 1,270 1,800	975 975 1,400 2,000
	DETENTION SUPERVISOR (4 quarters)	3,280	3,450	3,650

MAUGER SCHOOL			
INTRAMURAL LEADER	960	1050	1,150
FALL INTRAMURALS			
1	820	925	1,020
2	820	925	1,020
WINTER INTRAMURALS			
1	820	925	1,020
2	820	925	1,020
SPRING INTRAMURALS			
1	820	925	1,020
2	820	925	1,020
INTERSCHOLASTIC BASKETBALL (Boys)	1,100	1,200	1,300
INTERSCHOLASTIC BASKETBALL (Girls)	1,100	1,200	1,300
AUDIO-VISUAL	1,060	1,130	1,230
DRAMATICS 1	2,150	2,270	2,400
2	1,700	1,800	1,900
BAND (Grades 6, 7, 8)	1,400	1,500	1,625
CHORUS (Grades 6, 7, 8)	1,200	1,300	1,425
STUDENT COUNCIL ADVISOR	1,060	1,120	1,220
YEARBOOK ADVISOR	1,120	1,180	1,300
STUDENT SERVICES (Guidance)	1,510	1,590	1,700
DETENTION SUPERVISORS (4 quarters)	3,280	3,450	3,650

	ELEMENTARY SCHOOLS			
	HAZELWOOD CHORUS	1,200	1,300	1,425
	PARKER CHORUS	1,200	1,300	1,425
_	WATCHUNG CHORUS	1,200	1,300	1,425
	ELEMENTARY BAND (Grades 4 and 5)	1,400	1,500	1,625
<u>-</u>	DEPARTMENT & GRADE LEVEL CHAIRPERSON	<u>ns</u>		
_	DISTRICT			
	DIRECTOR OF GUIDANCE	3,750	4,000	4,225
	DIRECTOR OF ATHLETICS (7-12)	6,400	6,750	7,140
	MUSIC/FINE ARTS (K-12)	3,650	3,900	4,125
_	COMPUTER/BUSINESS (K-12)	3,650	3,900	4,125
_	SCIENCE (6-12)	3,650	3,900	4,125
	SOCIAL STUDIES (6-12)	3,650	3,900	4,125
,	PHYS. ED./HEALTH/DRIVER'S ED (6-12)	3,650	3,900	4,125

APPENDIX I
SALARY GUIDE PLACEMENT MATRIX

GRID FOR PLACEMENT ON SALARY GUIDE BASED ON FULL YEAR'S TEACHING EXPERIENCE

STEP	1991-92	<u>1992-93</u>	1993-94	1994-95	<u> 1994-95</u>
1	0	0		SEPT-JAN	FEB-JUNE
2	1	1	0,1	0	0
3	2	2	2	1,2	1,2
4	3	3	3	3	3
5	4	4	4	4	4
6	5	5	5	5	5
7	6-10	6	6	6	6
8	11,12	7-11	7	7	7
9	13+	12,13	8-10	8	8
10		14+	11	9-11	9-11
11			12	12	12
12			13+	(12A) 13 (12B) 14+	13+