

MIDLAND PARK
PUBLIC SCHOOLS

MIDLAND PARK, NEW JERSEY

Agreement Between the
Midland Park
Board of Education
and the
Midland Park
Education Association

EFFECTIVE July 1, 2005
THROUGH June 30, 2008

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AGREEMENT BETWEEN THE MIDLAND PARK BOARD OF EDUCATION
AND THE MIDLAND PARK EDUCATION ASSOCIATION

2005-2008

PREAMBLE

THIS AGREEMENT is entered into this seventh day of February 2006 by and between the BOARD OF EDUCATION OF THE BOROUGH OF MIDLAND PARK, in the County of Bergen, a public body corporate of the State of New Jersey (the "Board"), and the MIDLAND PARK EDUCATION ASSOCIATION (the "Association").

ARTICLE I

DEFINITIONS AND RULES GENERALLY APPLICABLE

Words and phrases defined

Unless otherwise expressly provided or there is something in the subject or context repugnant to such construction the following words and phrases when used in this Agreement shall have the meaning herein given to them.

1. "Association" means the Midland Park Education Association.
2. "Board" means the Board of Education of the Borough of Midland Park, Bergen County, State of New Jersey.
3. "Certified Employee" means all the educational personnel employed under contract, or on leave, to the Board but excluding those educational personnel designated as part of the administrative staff as in ARTICLE II - RECOGNITION.
4. "Parties" refers to the Board and Association.
5. "Principal" shall mean the administrative head of the school to which the certified employee is assigned.

Extension of Time

When an act is required or allowed to be done at or within a specified time, unless otherwise expressly provided by this Agreement, the parties may, before or after expiration of the specified period, extend it by mutual consent in writing.

ARTICLE II

RECOGNITION

The Board recognizes the Association as the exclusive and majority representative for collective negotiations relative to the terms and conditions of employment for the Media Technician and, for all certified personnel employed under contract, or on leave to the Board but excluding the Superintendent, School Business Administrator/Board Secretary, the High School Principal, the Elementary School Principal, the Director of Continuing Education, Director of Special Services, Assistant High School Principal, Assistant Elementary School Principal, Director or Supervisor of Curriculum and Instruction, and Director of Athletics.

ARTICLE III

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement as required by law. Contract concerns shall be submitted in writing to the representative of each party.
- B. Following the submission of written proposals by the parties, the designated representatives of the Board and the representatives of the Association shall meet at reasonable times and negotiate in good faith with respect to salaries and other terms and conditions of employment.
- C. When a tentative agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and signed by the duly authorized representatives after ratification by the membership of the Board and the Association.
- D. The agreement will be printed and distributed within thirty (30) days of ratification. Costs of printing shall be shared equally between the Association and the Board.

ARTICLE IV

BOARD RIGHTS

- A. The Association recognizes the Board as the public agency charged by the New Jersey State Legislature under the mandate of the New Jersey Constitution with the operation in the school district of the Borough of Midland Park of a thorough and efficient system of public schools.
- B. Nothing contained herein shall be construed to deny or restrict the Board of its power, right, authority, duty, or responsibility under N.J.S.A. 18A or any other National, State, County, District or local laws, or regulations as they pertain to education.

- C. This article shall be subject to the terms and conditions of this Agreement and any other State, National, County, District, or local laws or regulations that pertain to the collective bargaining process dealing with terms and conditions of employment.

ARTICLE V

CERTIFIED EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall have the right to use the school buildings at all reasonable times for meetings provided that approval has been secured in the manner prescribed by the Board for all other use of such facilities. Approval shall not be unreasonably withheld.
- B. State and national teacher organization representatives shall first report to the building principal and secure permission before visiting a school or meeting with individual certified employees during school hours. Such visits shall not occur during teaching or duty assignments of the individual certified employees.
- C. No certified employee shall be prevented from wearing a pin or other reasonable identification of membership in the Association or in its affiliates.
- D. Nothing contained herein shall be construed to deny or restrict to any certified employee such rights as he may have under New Jersey School Law or other applicable laws and regulations.
- E. Whenever any certified employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that certified employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE VI

BOARD POLICY

Except as this Agreement shall otherwise provide, all terms and conditions of employment established by Board policy that are in force on the date this Agreement is signed shall continue to be applicable.

ARTICLE VII

GRIEVANCE PROCEDURES

A. Definition

1. The term "Grievance" is a claim by a certified employee or the Association based upon the interpretation, application or violation of Board policies, this Agreement or administrative decisions affecting terms and conditions of employment of a certified employee or group of certified employees.
2. An "aggrieved person" shall mean the person(s) or the Association making the claim.

B. Procedure

1. A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) days after the certified employee should have reasonably known of its occurrence.
2. Any certified employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally.
3. If, as a result of the discussion, the matter is not resolved within five (5) school days, he shall set forth his grievance in writing to the Principal specifying:
 - a. The nature of the grievance, the specific contract violation, and the personal loss or injury.
 - b. The results of previous discussions and the basis of his dissatisfaction.
 - c. The remedy sought.
4. Upon receipt of the grievance, the Principal shall send a copy to the Superintendent.
5. The Association shall have the right upon receipt of a copy of the grievance to appear and state its view at this or any subsequent level of the grievance procedure.
6. A certified employee may have a representative of the Association in attendance at this or any subsequent level of the grievance procedure.
7. The Principal shall communicate his decision to the certified employee and/or the Association and to the Superintendent in writing within five (5) school days of the receipt of the written grievance.
8. The certified employee may appeal the Principal's decision to the Superintendent within ten (10) school days of receipt of the Principal's decision. The certified employee's appeal to the Superintendent must be made in writing and must set forth

the matter submitted to the Principal as specified above, as well as the basis for his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and shall render a decision within ten (10) school days. The Superintendent shall communicate his decision in writing to the certified employee, to the Association and to the Principal.

9. If the grievance is not resolved to the certified employee's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach thereto all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and hold a hearing with the certified employee. A decision in writing shall be rendered within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing with the certified employee, whichever comes later.
10. A certified employee may have a representative of his choice in attendance at the hearing before the Board.
11. At no point prior to an official hearing of the Board, shall any certified employee or his representative discuss with any member of the Board, the subject of a certified employee's grievance or matters relating hereto.
12. If a certified employee is dissatisfied with a decision of the Board and if the grievance pertains to a violation of this Agreement between the Board and the Association, then the Association, at its sole option, may request the appointment of an arbitrator. This request shall be made known to the superintendent no later than two (2) weeks after the decision of the Board has been rendered.

The arbitration procedure shall not apply to a complaint by a certified employee relative to his not being re-employed, nor to any decisions relating to withholding of increments and salary adjustments, Sabbatical Leaves, Statement of Reasons or Board policy not related to terms and conditions of employment.

13. The following procedure shall be used to secure the services of an arbitrator:
 - a. A joint request shall be made to PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they shall request PERC to submit a second roster of names.
 - c. If the parties are unable to select a mutually satisfactory arbitrator from the second roster within ten (10) days of receipt of said second roster, PERC shall be requested by either party to designate an arbitrator.

14. All proceedings relative to the arbitration shall be held after regular school hours.
15. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall neither add to nor subtract from the Agreement between the parties. The findings of the arbitrator shall be binding. Only the Board, the Association, and the grievant together with his representatives shall be given copies of the arbitrator's findings. These findings shall be rendered within thirty (30) days of the completion of the arbitration proceedings.
16. Costs incurred by the arbitration proceedings shall be apportioned as follows:
 - a. Each party shall bear the total cost incurred by itself.
 - b. The fees and expenses of the arbitrator are the only costs which shall be shared by the two (2) parties and such cost shall be shared equally. The cost of a stenographic report of the arbitration proceedings shall be paid by the party requesting the stenographic report.
17. Nothing contained herein shall be construed as limiting to the rights of any certified employee having a grievance to discuss the matter informally with an appropriate member of the administrative staff and have the grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. However, if the adjustment is not made at the informal level and the aggrieved party submits his grievance to the Superintendent and/or the Board, the Association shall be given an opportunity to be present and to express its views at any formal level as hereinbefore specified.
18. In the event that a grievance is filed at such a time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure (at least through the Board level) may be exhausted prior to July 1st.
19. All documents, communications and records dealing with the grievance procedure shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

ARTICLE VIII

SICK LEAVE

- A. Tenured certified employees who are absent because of illness shall be entitled to full pay for fourteen (14) school days and non-tenured certified employees shall be entitled to full pay for twelve (12) school days for each year of service.

B. Sick leave is cumulative without limit.

C. The fourteen (14) school days of sick leave for tenured certified employees and the twelve (12) days of sick leave for non-tenured certified employees to which each certified employee is entitled each school year shall be available upon the first day of employment each school year, except that certified employees hired after the start of the school year will receive a pro rata number of days.

D. Upon leaving the district, a certified employee in good standing and with fifteen (15) years of service in Midland Park shall receive pay for accumulated sick days at the rate of thirty-five dollars (\$35) per day. Certified employees hired before July 1, 1979 will be limited to a prior accumulation of seventy-five (75) days. In the event a qualified certified employee dies while employed by the district, payment shall be made to the estate of the certified teacher.

A certified teacher shall notify the Superintendent of his or her intention to retire by January 1st of a given year in order to receive payment for accumulated sick leave on July 1st of that year. If the certified teacher notifies the Superintendent of his or her intention to retire on or after January 2nd of a given year, the payment for accumulated sick leave shall be paid on July 1st of the following year.

E. An Emergency Sick Day Bank shall be established under the following terms for the purpose of assisting those certified employees who have exhausted their accumulated sick leave due to serious long-term illness:

1. The Bank shall be created by the following method: each certified employee of record as of September 1, 1990, shall transfer two (2) days of his/her accumulated sick leave into the Bank.
2. The Bank shall be maintained by the following method: on the day as of which the number of days available in the Bank falls below thirty (30), each certified employee of record as of that day who has more than five (5) accumulated sick leave days shall as of such day transfer two (2) days of his/her accumulated sick leave into the Bank and, in connection therewith, the number of days for which compensation is (under Section D of Article VIII of this Agreement) payable to each such certified employee upon leaving the District, shall as of such day, be reduced by two (2) days.
3. The Bank shall operate by the following method: a certified employee who is about to exhaust his/her accumulated sick leave due to serious long-term illness shall apply to the Bank in writing, requesting additional sick leave. A committee composed of the Superintendent and the Association President shall consider the request and may, by mutual agreement, grant up to an additional thirty (30) days sick leave from the Bank. Additional blocks of thirty (30) days may be granted by joint decision of the members of such committee after further review of the situation. Any days granted, but for whatever reason not used, shall revert to the

Bank. There shall be no obligation on the part of any certified employee to repay to the Bank any days granted and used under this Section E.

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

- A. Certified employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay less pay or compensation received in connection with such leave.
1. Personal Reasons - Two (2) days of absence with pay are allowed each year for personal business. One (1) unused day in any year may be used in the subsequent year; not to exceed three (3) days in any one school year. Days immediately preceding and following normal school closing may only be at the discretion of the Superintendent.
 2. Notwithstanding other sections of this article, the President of the Association or his designee is entitled to one (1) day of absence with pay to attend functions or business of the Association. Upon return to the District, appropriate written verification for the day's attendance will be provided by the Association President. It is understood that this day of absence will not be subtracted from other entitlements provided for in this article.
 3. Legal proceedings - Time necessary for appearance in any legal proceedings connected with the certified employee's employment, except in the case of the certified employee suing the Board or the Association.
 4. Jury Duty - Time necessary for certified employees who are not exempt or excused from jury duty.
 5. Illness in the family - In the event of illness in a certified employee's immediate family, a maximum of four (4) days of absence each year shall be granted. The immediate family shall be defined as: spouse, child, grandchild, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative in domicile/or any other domestic partner. Domestic Partnership certification will be produced upon request to support the application for such leave.
 6. Death in the family - In the event of the death of a certified employee's spouse, child, grandchild, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, next of kin, or domestic partner, five (5) days of absence shall be allowed for the first occurrence and three (3) days of absence for each subsequent occurrence in the same school year. Domestic Partnership certification will be produced upon request to support the application for such leave.
 7. Temporary service in the Armed Forces - Up to a maximum of two (2) weeks of duty which must be performed on school days.

- B. Leaves taken pursuant to A. above shall be in addition to any sick leave to which a certified employee is entitled.

ARTICLE X

INSURANCE PROTECTION

- A. The Board agrees to pay the full (100%) certified employee and their dependent's premiums hired before the 1998-1999 school year for health insurance coverage equal to or better than the New Jersey Public and School Employees Health Benefits Program.

- B. The Board agrees to pay the full (100%) certified employee and dependent's premium for a dental plan as follows:

Maximum Benefit Per Year	\$1,500
Deductible	-0-
Preventive & Diagnostic	100% UCR
Basic Services (Periodontics, Endodontics, Crowns, Oral Surgery)	100% UCR
Major Service (Prosthodontics, Orthodontics)	60% UCR
Orthodontia	\$ 750

- C. Certified employees hired prior to the July 1, 2004 school year shall receive the full (100%) single coverage for the first two years of employment. They shall have the option of extended coverage for their dependents. They shall have the option to credit the sum equal to the highest single premium rate of all plans offered in the District and apply that sum to either the traditional or PPO plan or any other extended coverage plan available within the District. Upon receiving a promise of employment for the third school year, certified employees hired prior to the July 1, 2004 school year will receive full (100%) coverage for their dependents paid for by the Board of Education.
- D. Certified employees hired on or after the July 1, 2004 school year shall receive the same insurance coverage as employees hired prior to the July 1, 2004 school year with the exception that the traditional plan shall not be available to employees hired on or after the July 1, 2004 school year.
- E. The Board agrees to provide coverage to active employees covered by this bargaining contract, while in the employ of the district, who request coverage as a domestic partner, subject to the following conditions:

The Board recognizes same-sex "domestic partners" as eligible dependents under the Domestic Partnership Act, in accordance Chapter 246, P.L. 2003, and will provide Domestic Partnership health benefits coverage provided by the New Jersey Health Benefits Act of the State of New Jersey (NJSA 52:14-17.25 et. seq.) in accordance with the statute and regulations adopted by the State Health Benefits commission. If the third party health care provider does not recognize domestic partners and the rules of the carrier prohibit the continued coverage of these domestic partners, the Board will not be obligated to provide or seek continued coverage for such eligible dependents as defined in the Domestic Partnership Act.

These Domestic Partnerships must meet the requirements of the Domestic Partnership Act (Chapter 246 P.L. 2003), and a certificate of Domestic Partnership, obtained from the State of New Jersey through application to the employee's local registrar must be made available upon request of the Board of Education or the health benefit insurer.

COBRA and other similar benefits shall not be applicable to an employee's domestic partner if the partnership is dissolved.

Any Federal or State laws or court decisions which may prevent the Board from implementing this section takes precedence.

ARTICLE XI

TUITION REIMBURSEMENT

- A. All tenured certified employees, including those on sabbatical leave, shall be eligible for tuition reimbursement.
- B. Tuition reimbursement shall apply to:
 - 1. Courses in the academic department of the certified employee and courses directly related to a certified employee's current teaching field; and
 - 2. Courses in administration and supervision or in guidance and counseling (i) where such courses are a part of the requirements for a master's degree in the field or (ii) where the Superintendent, in his sole and absolute discretion, has approved such courses in writing.
- C. Tuition reimbursement shall only apply to courses completed by tenured certified employees who hold a permanent New Jersey Teaching Certificate.
- D. In order to receive tuition reimbursement, a certified employee shall complete the courses with a grade of "B" or better.

- E. Tuition reimbursement shall apply to all graduate semester hours earned at a university that is accredited by www.chea.org. The class accreditation status will be confirmed on the tuition reimbursement form by both the Superintendent and the MPEA President prior to course registration.
- F. The amount of tuition reimbursement shall be based on the following schedule: during a certified employee's first, second, and third year of service in the District, the certified employee will not be eligible for reimbursement; thereafter the reimbursement will be 100%.
- G. The Board shall reimburse the certified employee 100% of tuition fees, registration fees and laboratory fees for those courses which meet some special need of the school district and which are recommended to the certified employee by the Superintendent of Schools.
- H. The tuition reimbursement shall apply to a maximum of nine (9) credits reimbursed at the actual cost of tuition to the certified employee, not to exceed the rate per graduate credit of Rutgers University, July 1, through June 30. Tuition only is eligible for reimbursement.
- I. The total cost for tuition reimbursement under this Article shall not exceed \$18,000 in the 2005-2006 and 2006-2007 school years and \$20,000 in the 2007-2008 school year.
- J. If a certified employee leaves the district during the twelve (12) months following course(s) completion, the tuition reimbursement must be refunded to the Board. This provision shall not apply to certified employees who are RIF'd, terminated or have retired.

ARTICLE XII

SABBATICAL LEAVES

- A. Certified employees who have served continuously and satisfactorily in the Midland Park Public Schools for a period of at least seven (7) full academic years may, on the recommendation of the Superintendent of Schools, and with the approval of the Board, be granted a sabbatical leave of absence not exceeding one (1) year for the following purposes:
 - 1. Approved study (college, writing, research, etc.)
 - 2. Approved travel

- B. A certified employee on sabbatical leave shall receive a salary equal to one-half the annual salary to which he/she would have been entitled were he/she teaching in the school system that year. Salary payments will be made on the same basis as for regularly employed certified employees.
- C. While on sabbatical leave, certified employees make the same payments into the Teacher Pension and Annuity Fund as would be made if teaching that year on full salary. The full twelve (12) month service credit is allowed for retirement and pension purposes. Certified employees also make the regular payment based on full salary for the year to Contributory Life Insurance and are fully covered during the year.
- D. During a sabbatical leave a certified employee accumulates sick leave.
- E. Requests for a sabbatical leave shall be made to the Superintendent of Schools before January 1 of the school year previous to the school year for which the leave is desired. The requests shall be in writing giving the reason for the leave, how it is expected to improve the quality of instruction, and any additional information which will be helpful in evaluating the request. It shall also have the written approval of the Principal.
- F. No more than two certified employees per year may be granted sabbatical leaves. The selection of certified employees to be recommended to the Board of Education for sabbatical leaves may be made by the Superintendent on the basis of information contained in the written requests. Notification of the action taken by the Board of Education on requests for sabbatical leaves will be given in writing by February 1 of the school year in which the request is made.
- G. Before beginning a sabbatical leave, a certified employee shall enter into a contract to return to active service in the Midland Park Public Schools for a period of at least three (3) years after the expiration of such leave. A certified employee who does not perform this service shall repay to the Midland Park Board of Education a sum bearing the same ratio to the amount of salary received while on leave of absence, that the unfulfilled portion of the three (3) subsequent year's service bears to the full three (3) years: Provided, however, that the certified employee shall be released from such payment if his failure to serve the three (3) years as stipulated be due to his illness, disability, or death or if he be discharged from his position.
- H. Prior to the beginning of the school year following the sabbatical leave, certified employees will be required to submit a written report on the activities in which they engaged during the leave. The report should suggest ways in which the study or travel will be of benefit to them in their teaching assignments in Midland Park.
- I. A certified employee returning from sabbatical leave shall be placed on the step of the salary guide he/she would have attained had he/she taught the entire previous year in the school system.

ARTICLE XIII

EMPLOYMENT OF CERTIFIED EMPLOYEE

- A. Tenured certified employees shall be notified in writing of their tentative assignments no later than June 1.
- B. Non-tenured certified employees shall be notified in writing of their contract status by May 15, or to conform to the latest date allowed by law, and of their tentative teaching assignments no later than June 1.
- C. A certified employee who is planning to retire from the District shall use his/her best efforts to notify the Board by January 1 of such planned retirement.
- D. School hours for all certified employees shall conform to Board of Education Policy Section 3250 and Regulations.

School hours for all certified employees, at all building sites, shall be:
For the 2005-2006 school year:

Godwin	-	8:20 a.m. - 3:05 p.m.
Highland	-	8:20 a.m. - 3:05 p.m.
High School	-	7:55 a.m. - 3:05 p.m.

Effective the 2006-2007 school year and beyond:

Godwin	-	8:10 a.m. - 3:05 p.m.
Highland	-	8:10 a.m. - 3:05 p.m.
High School	-	7:55 a.m. - 3:05 p.m.

The school day for all children shall be:

For the 2005-2006 school year:

Godwin	-	8:30 a.m. - 2:50 p.m.
Highland	-	8:30 a.m. - 2:50 p.m.
High School	-	8:05 a.m. - 2:50 p.m.

Effective for the 2006-2007 school year and beyond:

Godwin	-	8:20 a.m. - 2:50 p.m.
Highland	-	8:20 a.m. - 2:50 p.m.
High School	-	8:05 a.m. - 2:50 p.m.

A zero period class may be scheduled at any school as long as the following conditions exist:

No more than three teachers at the middle/high school level per semester and no more than three teachers at the elementary level may be used for zero period classes in any given year.

A zero period teacher workday will not exceed the normal length of the school day. A school day will consist of 7 hours and 10 minutes at the high school and 6 hours and 45 minutes at the elementary school. Effective July 1 2006, the teacher work day will be 6 hours and 55 minutes at the elementary school, unless that zero period teacher volunteers to work during a second sixth period assignment. If that zero period teacher volunteers to teach a second sixth period assignment, they will be paid a stipend of 5% per semester of their base salary, excluding any remuneration received if they are also receiving a stipend for an additional sixth period. Start time for a zero period teacher will be 7:10 a.m. at the high school and 7:40 a.m. at the elementary school (effective July 1, 2006 7:30 a.m. at the elementary school).

If an alternate schedule is developed (assemblies, pep rallies), and one of the teachers who is normally scheduled off 8th period, the teacher will be paid for a class cover or have the option to leave and have their class covered.

Teaching a new zero period program will be voluntary in the first year. After year one, any teacher may be assigned that program. All current existing zero period classes are grand fathered for programs in place as of September 1, 2005, which are included in the total of three teachers per level (see section above).

All zero period teachers must be informed in writing of their assignment on/before May 15th of the previous year.

Instructional time for all full time teachers in the high school shall be 1200 minutes per week. The normal workload of teachers in the high school will not exceed 25 teaching periods over 5 consecutive school days. Teacher schedules may be developed to include six period teaching days within the 1200 minute per week and 25 teaching periods over 5 consecutive school days limitations. However, if a teacher has a six period teaching day, the next consecutive school day shall include no more than 4 teaching periods. No teacher shall teach more than 5 course sections per week, except for teachers who volunteer to teach a sixth course section as provided below. Due to the nature of physical education courses, teachers of physical education may teach more than 5 course sections per week. Class times for physical education courses shall be the same as all other courses. Physical education teachers may teach no more than 1200 minutes per week and are entitled to all other terms and conditions outlined in this Article. However, physical education teachers will not be eligible for additional 6th period compensation unless they are asked to teach beyond the 1200-minute weekly limit.

Each teacher shall receive a daily duty free preparation period equal to a regularly scheduled class period or 42 minutes, whichever is longer.

Each full time high school teacher/middle school teacher shall receive one professional activity period per day except for a certified employee who has 6 teaching periods. That certified employee will not have a professional period during that assignment and teachers who have four teaching periods on a given day shall have two professional periods on that day. The professional activity period will include availability for professional meetings such as team teaching/planning, meetings to further the Principles of the Coalition of Essential Schools, individual administrator/certified employee meetings, collaborative teaching planning, I.E.P. meetings, meetings with the Child Study Team, previewing computer software, transition planning, budgeting, contacting vendors, Section 504 meetings, writing letters of recommendation, coordinating field trips and mentor planning for new teachers.

In addition, a professional activity will have instructional pupil contact time limited to tutoring and/or enrichment and will not exceed five students. Plan books will be required. This posted assignment can be given up to four certified employees in any given semester and not more than one certified employee in any given department. A certified employee's participation is voluntary. If no certified employee volunteers, the superintendent, or his designee, shall have the right to make an assignment, but not more than two semesters, in a six-semester cycle, to any certified employee over the length of the contract. This assignment will be given a stipend of 3.0% of the certified employee's annual salary per semester for such service to the district. Effective the second semester of the 2005-2006 school year.

In addition to the 1200-minute weekly teaching requirement, each teacher may be assigned, at no additional compensation, a total of 15 class period covers in each school year. No teacher shall be assigned more than one class cover per day. Teachers may be assigned more than 15 class covers in a school year, but shall be compensated for class covers in excess of 15 at the rate established in Schedule B(1)(d).

The professional activity period may also be used by tenured certified employees in the high school for Individualized Programs as established cooperatively by the individual student, the voluntary tenured certified employee and as approved by the appropriate administrators. A teacher's participation in an Individualized Program shall be voluntary. Teachers shall provide guidance, direction, suggestions and expertise to students participating in Individualized Programs.

The Superintendent, or his designee, shall have the right to assign a sixth course section, over and above the 1200 minute weekly teaching limit, to an aggregate of six departmentalized secondary certified employees. The volunteer certified employees must have certification for such service. The advertisement and distribution of these assignments will be equitable. However, such an assignment would not be given to a certified employee during the first year of employment. In the event that more than one qualified certified employee volunteers for a particular assignment, the Superintendent has the right to make the assignment. In the event that there is no qualified certified employee volunteer for a particular sixth course section assignment, the Superintendent or his designee shall not have the right to assign a sixth course section to any certified employee.

Each certified employee teacher of a sixth course section will receive a stipend of 5% of his/her annual salary per semester for such service to the District. The volunteer teaching a sixth

course section will be relieved of the professional period during the term of the sixth course section assignment.

Due to the nature of physical education courses, teachers of physical education may teach more than 5 course sections per week. Class times of physical education courses shall be the same as all other courses. Physical education teachers may teach no more than 1200 minutes per week and are entitled to all other terms and conditions outlined in this Article. However, physical education teachers will not be eligible for additional 6th period compensation unless they are asked to teach beyond the 1200-minute weekly limit.

- F.
 1. Each full time certified employee shall receive a daily duty free lunch period equal to, and during the same time as, a regularly scheduled student lunch period.
 2. All certified employees in the District will have a daily preparation period equal to a student class or as outlined in this contract.
- G. The work year for certified employees shall be 186 days (183 student days and three teacher days).
- H. In preparation of the elementary school calendar, the Board of Education shall include a minimum of five (5) days on which students will be dismissed at 1:00 p.m. and on which certified employees teaching grades Pre K-6 shall remain in school until the regular dismissal time for portfolio preparation and implementation, parent/certified employee conferences and development of appropriate alternative assessments. All five (5) such days shall be within the first half of the school year. One (1) day of the five (5) such days shall be designated by the building principal for evening conferences. On the day designated by the building principal for evening conferences, certified employees teaching grades PreK-6 shall leave at 1:00 p.m. and shall return to school that evening for conferences. The evening conferences shall be held between the hours of 7:00 p.m. and 9:00 p.m. An administrator shall be present in both buildings during all conference times. Certified employees teaching grades PreK-6 shall continue to hold conferences with parents at other times whenever such a conference would be necessary.

The calendar shall also include one (1) additional day on which students will be dismissed at 1:00 p.m. and on which certified employees teaching grades Pre K-6 shall remain in school until the regular dismissal time for completion of year end requirements, record keeping and assimilation of portfolios to follow students to the next grade level. This day shall be on a date during the last week of school to be designated by the building principal.
- I. Certified employees shall, at no additional cost to the Board, return to school for graduation and one-annual back-to-school night. Certified employees shall also, at no additional cost to the Board, return to school for one additional evening session, not to exceed two (2) hours, for an education fair, for a student merit awards ceremony, or for any similar school-related activity which is mutually agreed upon between the Board and the Association or their designees.

All certified employees, except for elementary school teachers of Special Education and "specials", shall attend twenty-eight (28) meetings during the school year. Elementary school teachers of Special Education and "specials" shall attend twenty-five (25) meetings during the school year. These meetings will be for faculty meetings, department meetings, grade level or educational planning. All certified employees must set Mondays aside for the after school faculty meeting (3:05 -3:50 p.m.). However, the other meetings can be held in the morning, before school, or on other mutually agreed upon days of the week, in lieu of Monday. All meetings will be forty-five (45) minutes. Any change in the day of the meeting or the starting time must be announced in writing two weeks prior to the new meeting day.

Mentor Teacher positions shall be posted as they become available. The posting shall include the qualifications for the position. Tenured teachers may volunteer as Mentor Teachers and shall be paid the full stipend provided by the New Jersey State Department of Education. Training costs will be paid for by the Board of Education.

ARTICLE XIV

CERTIFIED EMPLOYEE COMPENSATION

The compensation Schedules for all certified employees covered by this agreement are set forth in Schedules A-1, A-2, A-3, B, C and D, which are attached to and incorporated in this Agreement.

Certified employees will be placed on Schedule A-1, A-2, or A-3, in accordance with the following educational levels:

1. B.A.
2. M.A.
3. M.A. +30

All undergraduate and graduate semester hours must be earned at a college or university accredited by a regional accrediting association.

All semester hours beyond the B.A. degree must be on the graduate level.

The salary for those certified employees holding an earned doctoral degree will be the appropriate step of M.A. +30 salary schedule plus \$1,000.

The salary schedules for supplemental assignments, including special instructional services, athletics, and co-curricular activities, are set forth in Schedules B to D which are attached to and incorporated in this Agreement. Such salary Schedules shall remain in effect during the term of this Agreement.

At any time during the term of this Agreement, the Superintendent may recommend to the Board of Education a salary adjustment for any certified employee to recognize meritorious performance.

The salary of the Media Technician shall, if the Media Technician is certificated, be at the appropriate step of the appropriate degree level of Schedule A.

Changes in salary status will be based upon the completion of an advanced degree and/or graduate credits. The certified employee will notify the Superintendent of Schools and Business Office before the completion of required courses that would result in a salary status change. (Notification schedules: by February 15th for a September change in salary status and by September 15th for a February change in salary status.) Official transcripts will be forwarded directly to the Superintendent of School's office within the sixty (60) days after the completion of courses.

Compensatory Education Certified Employees, Supplementary Certified Employees and the Media Technician shall be entitled to the benefits provided for in Article VIII (Sick Leave), Article X (Insurance Protection) and Article XI (Tuition Reimbursement) of this Agreement.

ARTICLE XV

NO STRIKE

The Association agrees to refrain from strikes, work stoppages, boycotts, sanctions and other concerted action against the Board or the District for the term of this Agreement. The Association also agrees that such action would constitute a material breach of this Agreement.

ARTICLE XVI

REPRESENTATION FEE

A. Purpose of Fee

If a certified employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said certified employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing 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 the maximum allowed by law.

Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any certified employee who is not a member of the Association for the current membership year the amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each certified employee covered by this agreement, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the certified employee begins his or her employment in a bargaining unit position.

Mechanics

Except as otherwise provided in this 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.

The Association must establish a demand and return system through which non-members can challenge the amount of representation fee.

It is the responsibility of the Association to make non-members aware of their legal rights of appeal and of the procedures of such an appeal.

Indemnification and Save Harmless Provision Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph, and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

I. Exception

It is expressly understood that above paragraphs under "Liability" will not apply to any claims, demands, suits or other forms of liability which may arise as a result of any

inadvertent errors by the Business Office or the Board's execution of the obligations imposed upon it by this Article.

ARTICLE XVII

CERTIFIED EMPLOYEE-ADMINISTRATION LIAISON

Organization

The Association shall select a Faculty Council for Midland Park High School (7-12) and the Highland Avenue School (Pre K-6). The Council shall meet at the request of either party within two weeks of the request. Said Council shall consist of not more than one (1) member for every ten (10) teachers. Minutes of the meetings will be sent to the Superintendent of Schools.

Areas for Faculty Council consideration

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

1. Administration of this Agreement.
2. Facilitation of school programs.
3. Revision and development of building policies and practices.

Representatives from the building level Faculty Council shall meet with the Principals and the Superintendent during the school year to review and discuss current school problems and practices and the administration of the Agreement. These meetings shall be held at the request of either party, within two weeks of the request.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of, July 1, 2005 and shall continue through June 30, 2008 respectively. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In the presence of unusual circumstances and only by joint consent of the Board and the Association, any portion of this Agreement may be reopened for negotiations during its effective period.

IN WITNESS THEREOF, the Board and the Association have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

MIDLAND PARK EDUCATION
ASSOCIATION

By: Maureen Fister Donatien
Maureen Fister Donatien, President

By: Teresa Mallon
Teresa Mallon, Secretary

MIDLAND PARK BOARD OF
EDUCATION

By: Joan Vandervliet
Joan Vandervliet, President

By: Louis Roer
Louis Roer, Board Secretary

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

SCHEDULE A-1

2005-2006 SALARY GUIDE

Experience Level*	Step	B.A.	M.A.	M.A. +30
1	1	\$38,900	\$43,400	\$47,900
2	2	39,252	43,994	49,026
3	3	40,027	44,790	49,920
4+5	4	41,313	46,111	51,345
6	5	43,054	47,942	53,305
7	6	44,873	49,946	55,584
8	7	46,774	52,047	57,966
9	8	48,760	54,252	60,457
10	9	50,835	56,564	63,061
11	10	53,003	58,989	65,799
12+13	11	55,349	61,653	68,808
14	12	58,210	64,854	72,337
15-17	13	61,394	68,492	76,394
18	14	65,081	72,661	80,973
19-24	15	67,903	75,890	84,526
25	16	70,851	79,277	88,265
26	17	74,163	83,109	92,530
27+	18	77,996	87,440	97,332

Longevity pay of \$800 will be paid to all certified employees with 15 years of service in the District.

*A certified employee new to the Midland Park School District will be placed at such step of the appropriate degree level on the salary guide as is determined by the Superintendent in consultation only with the new certified employee. In no event shall any such certified employee be employed at a salary higher than any presently employed certified employee having the same experience and degree level.

Each certified employee in the high school who teaches a sixth course section shall receive as a stipend, therefore, an amount equal to five percent (5%) of his/her annual salary per semester of said service. Due to the nature of physical education courses, teachers of physical education may teach more than 5 course sections per week. Class times for physical education courses shall be the same as all other courses. Physical education teachers may teach no more than 1200 minutes per week and are entitled to all other terms and conditions outlined in this Article. However, physical education teachers will not be eligible for additional 6th period compensation unless they are asked to teach beyond the 1200 minute weekly limit.

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

SCHEDULE A-2

2006-2007 SALARY GUIDE

Experience Level*	Step	B.A.	M.A.	M.A. +30
	1	\$39,400	\$44,000	\$48,500
	2	40,000	44,900	49,400
	3	40,166	45,009	50,199
	4	41,312	46,150	51,424
6	5	43,053	47,941	53,304
	6	44,872	49,945	55,583
	7	46,773	52,046	57,965
	8	48,759	54,251	60,456
	9	50,834	56,563	63,060
	10	53,002	58,988	65,798
	11	55,348	61,652	68,807
-14	12	58,209	64,853	72,336
	13	61,393	68,491	76,393
-18	14	65,080	72,660	80,972
	15	67,902	75,889	84,605
-25	16	71,150	79,716	88,884
	17	75,062	84,168	93,809
+	18	79,634	89,276	99,376

Longevity pay of \$800 will be paid to all certified employees with 15 years of service in the District.

A certified employee new to the Midland Park School District will be placed at such step of the appropriate degree level on the salary guide as is determined by the Superintendent in consultation with the new certified employee. In no event shall any such certified employee be employed at a salary higher than any presently employed certified employee having the same experience and degree level.

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MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

SCHEDULE A-3

2007-2008 SALARY GUIDE

Experience Level*	Step	B.A.	M.A.	M.A. +30
1	1	\$40,000	\$44,900	\$49,400
2	2	40,805	45,625	50,300
3	3	41,554	46,367	51,504
4	4	42,189	47,276	52,727
5	5	43,393	48,474	54,014
6+7	6	45,221	50,356	55,989
8	7	47,132	52,460	58,382
9	8	49,129	54,667	60,884
10	9	51,215	56,983	63,501
11	10	53,394	59,412	66,236
12	11	55,671	61,959	69,112
13	12	58,136	64,757	72,272
14-15	13	61,141	68,119	75,979
16	14	64,485	71,940	80,240
17-19	15	68,358	76,319	85,050
20	16	71,322	79,711	88,866
21-26	17	74,733	83,731	93,360
27	18	78,842	88,407	98,533
28+	19	81,346	91,195	101,513

Longevity pay of \$800 will be paid to all certified employees with 15 years of service in the District.

*A certified employee new to the Midland Park School District will be placed at such step of the appropriate degree level on the salary guide as is determined by the Superintendent in consultation only with the new certified employee. In no event shall any such certified employee be employed at a salary higher than any presently employed certified employee having the same experience and degree level.

Each certified employee in the high school who teaches a sixth course section shall receive as a stipend, therefore, an amount equal to five percent (5%) of his/her annual salary per semester of said service. Due to the nature of physical education courses, teachers of physical education may teach more than 5 course sections per week. Class times for physical education courses shall be the same as all other courses. Physical education teachers may teach no more than 1200 minutes per week and are entitled to all other terms and conditions outlined in this Article. However, physical education teachers will not be eligible for additional 6th period compensation unless they are asked to teach beyond the 1200 minute weekly limit.

SCHEDULE B

SPECIAL INSTRUCTIONAL SERVICES

2005-2008

<u>District</u>	2005-2008		
a. Supplementary and/or Compensatory Teaching			\$37.65
b. Summer Curriculum Workshop and High School Guidance Counseling Summer Services for a maximum two (2) weeks at a maximum of 4 hours per day			32.00
c. Certified employees assigned to lunchroom or playground duty			32.00
d. Certified employees who may be assigned to cover classes over 15			32.00
	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
e. Non-Certificated Media Technician	30.05	31.25	33.75
f. Bedside		32.00	

Chaperons

Any certified employee who is required by the Superintendent or his delegate to return to school after the close of the school day for any activity shall be paid. Certified employees receiving stipends for sponsoring, directing, or advising the activity or event will not be paid. This provision does not apply to the one annual Back-to-School night, or Graduation, or the one additional evening session which is the subject of Section I, Article XIV, but shall apply to any other after school activity which a certified employee is required to attend.

49.16/event

SCHEDULE C
ATHLETIC COACHES

2005-2008

Coaches		<u>2005-2008</u>
1.	Football Head Coach	\$6,121
	Assistant	4,255
2.	Soccer Head Coach	4,995
	Assistant	3,562
3.	Volleyball Head Coach	4,752
	Assistant	3,522
4.	Cross Country Head Coach	4,113
	Assistant	3,322
5.	Basketball Head Coach	5,190
	Assistant	4,120
6.	Wrestling Head Coach	5,089
	Assistant	3,913
7.	Bowling Head Coach	3,501
8.	Baseball Head Coach	4,922
	Assistant	4,001
6.	Softball Head Coach	4,922
	Assistant	4,001
7.	Spring Track Head Coach	4,871
	Assistant	3,894
	Winter Track Head Coach	3,774
	Assistant	3,135
11.	Tennis Head Coach	4,081
12.	Golf Head Coach	3,061

13.	Cheerleading (per season)	2,251
14.	7/8 Basketball Coach	2,267
15.	7/8 Soccer Coach	2,267
16.	7/8 Wrestling Coach	2,267
17.	7/8 Track Coach	2,267
18.	7/8 Volleyball Coach	2,267
19.	Intramurals (per season)	550
20.	Club Sports Grades 9-12 (less than a complete inter-scholastic schedule or experimental new sports program)	1,667
	Ticket Manager	
	Football	47 per event
	Winter Sports	42 per event
	Game Help (crowd control, ticket takers)	
	Football	32 per event
	Winter Sports	15 per event
	Timer and/or Scoreboard	36 per event
	PA announcer	36 per event

SCHEDULE D

ADVISORS TO ACTIVITIES, CLUBS, AND STUDENTS IN NEED

2005-2008

1. High School

		<u>2005-2008</u>
a.	Academic Teams	
1.	Advanced Chemistry	\$ 962
2.	Biology	962
3.	Chemistry	962
4.	Chess	1,226
5.	Debate	1,226
6.	High School Bowl	962
7.	Mathematics	962
8.	Physics	962
b.	Class Advisors	
1.	Grades 9-10	\$1,317
2.	Grades 11-12	1,382
3.	Finance	1,485
4.	Senate	2,038
c.	Publications	
1.	Literary Magazine	\$ 962
2.	Newspaper (per issue, maximum of 4 issues)	397
3.	Yearbook - Publication	1,635
d.	Awards and Scholarship Chairperson	788
e.	Club Advisors	
1.	AIDS Awareness	788
2.	A-V Club	788
3.	Artists in Action	788
4.	Botany Club	788
5.	Chorus Club	788
6.	Computer Club	788
7.	Detention	788
8.	Drama	788
9.	Earth Action	788
10.	French Club	788
11.	GEMS	788
12.	Jazz Band	788
13.	Library Club	788
14.	Medical Careers	788
15.	National Honor Society	1,317

16.	Outdoor Club	788
17.	Pep Club	788
18.	Photography Club	788
19.	Poetry Club	788
20.	Prime Cuts	788
21.	S.A.D.D.	788
22.	Science Club	788
23.	Spanish Club	788
24.	T.A.L.K.	788
25.	T.A.P.	788
26.	Treasurers Club	788
27.	Weight Training	788
f.	Other Clubs (limit of 5 in one year)	355
g.	Dramatic Activities	
1.	Drama - Director	962
2.	Drama - Producer	355
3.	Musical - Director	962
4.	Musical - Assistant Director - Instrumental	487
5.	Musical - Assistant Director - Choral	487
6.	Musical - Assistant Director - Choreography	487
7.	Musical Producer	355
8.	Stage Crew Director	1,317
h.	Musical Activities (9-12)	
1.	Color Guard - Director	397
2.	Marching Band - Director	2,632
3.	Marching Band - Assistant	853
i.	7th and 8th Grade Activities	
1.	Class Advisor	1,226
2.	Computer Club	661
3.	Jerseyman's Club	661
4.	Library Club	661
5.	Math 7, 8, 9	661
6.	Newspaper (per issue, maximum of 4 issues)	397
7.	S.A.D.D. (Jr.)	661
8.	Science Club	661
2.	Elementary School	
a.	Assistant Director - Choral	332
b.	Assistant Director - Choreography	332
c.	Assistant Director - Music	332
d.	Band Director	1,252

e.	Chorus Director	753
f.	Clubs	355
g.	Musical Director	495
h.	Newspaper (per issue, maximum of 2 issues)	497
i.	Student Council	1,517
j.	Yearbook	555

3. Program Evaluation

All activities in this Schedule will be reviewed annually and filed in a report which will indicate:

- a. Number of meetings and/or hours of involvement.
- b. Number of regularly participating students.
- c. Brief outline of the major activities for the year and some indication of program involvement for the coming year.

This information will be solicited from the various advisors by the Principal before the end of each school year.

4. I&RS*

a.	Chairperson	961
b.	Secretary	961
c.	Member	788

*One committee at the high school and one committee at Highland School. Each committee consists of a chairperson, a secretary and as many additional members as the Superintendent shall determine to be required.