

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, 2016  
THROUGH June 30, 2017

## ARTICLE I

### DEFINITIONS AND RULES GENERALLY APPLICABLE

#### A. 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. "Employee" shall refer to all Certified and Non-Certified Employees.
5. "Parties" refers to the Board and Association.
6. "Principal" shall mean the administrative head of the school to which the employee is assigned.
7. 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, daughter-in-law, son-in-law, and any other relative in domicile/or domestic partner. Domestic Partnership certification will be produced upon request to support the application for such leave.
8. The extended family shall be defined as: aunt, uncle, and grandparent-in-law.
9. Next of Kin shall be defined as a person's closest living blood relative or relatives.
10. Legal Relation shall be defined as an individual that you are legally responsible for or is legally responsible for the employee in extreme cases. This must be documented and presented to the superintendent upon request.

#### B. 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, custodial and maintenance personnel, Bookkeeper/Computer Operator, Accounts Payable/Accounts Receivable, Secretary to the Principal, General Secretary, Clerk (Secretarial/Library), Assistant Bookkeeper/Clerk, Instructional Aide, Physical Therapist, Athletic Trainer and, for all certified personnel employed under contract, or on leave to the Board but excluding the Superintendent, School Business Administrator/Board Secretary, **Assistant to the Business Administrator, Payroll and Benefits Coordinator**, 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, Secretary to the Business Administrator, Secretary to the Superintendent, Secretary to the Director or Supervisor of Curriculum and Instruction, Buildings and Grounds Supervisor, Network Administrator, 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. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during work hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.
- D. 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.
- E. 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.
- F. Modification – 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.

## 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.
- D. **Notification of Termination and Resignation: Sixty (60) days written notice for certificated staff members and thirty (30) days written notice for non-certificated members.**

## ARTICLE V

### 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 *EDUCATION* organization representatives shall first report to the building principal and secure permission before visiting a school or meeting with the individual employees during school hours. Such visits shall not occur during teaching or duty assignments of the individual employees.
- C. No 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 employee such rights as he may have under New Jersey School Law or other applicable laws and regulations.
- E. Whenever any *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 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.
- F. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- G. Reasonable use of school equipment for Association business will be provided, with the understanding that the Association pays for the actual cost of all materials and supplies required and has requested the use of equipment from an administrator.
- H. The Association shall have the right to use the inter-school mail facilities, *email accounts* and school mail boxes according to Board of Education.

## 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 an 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 an employee or group of 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 employee should have reasonably known of its occurrence.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally.

#### C. Formal Steps to the Grievance

1. Level 1
  - a. 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 and/or Immediate Supervisor specifying:
    1. The nature of the grievance, the specific contract violation, and the personal loss or injury.
    2. The results of previous discussions and the basis of his dissatisfaction.
    3. The remedy sought.
  - b. Upon receipt of the grievance, the Principal and/or Immediate Supervisor shall send a copy to the Superintendent.
  - c. 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.



- d. An employee may have a representative of the Association in attendance at this or any subsequent level of the grievance procedure.
  - e. The Principal and/or Immediate Supervisor shall communicate his or her decision to the employee and/or the Association and to the Superintendent in writing within five (5) school days of the receipt of the written grievance.
2. Level 2
- a. If the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee may appeal the Principal's and/or Immediate Supervisor's decision to the Superintendent within ten (10) school days of receipt of the Principal's and/or Immediate Supervisor's decision. The employee's appeal to the Superintendent must be made in writing and must set forth the matter submitted to the Principal and/or Immediate Supervisor as specified above, as well as the basis for his or her 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 or her decision in writing to the employee, to the Association and to the Principal and/or Immediate Supervisor.
3. Level 3
- a. If the grievance is not resolved to the employee's satisfaction, he or she 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 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 employee, whichever comes later.
  - b. An employee may have a representative of his choice in attendance at the hearing before the Board.
  - c. At no point prior to an official hearing of the Board, shall any employee or the representative discuss with any member of the Board, the subject of an employee's grievance or matters relating hereto.
4. Level 4
- a. If an employee is dissatisfied with a decision of the Board and if the grievance pertains to a violation 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.

- b. The arbitration procedure shall not apply to a complaint by an 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.
  - c. The following procedure shall be used to secure the services of an arbitrator:
    - 1. A joint request shall be made to PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.
    - 2. 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.
    - 3. 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.
  - d. All proceedings relative to the arbitration shall be held after regular school hours.
  - e. 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.
  - f. Costs incurred by the arbitration proceedings shall be apportioned as follows:
    - 1. Each party shall bear the total cost incurred by itself.
    - 2. 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.
5. Nothing contained herein shall be construed as limiting to the rights of any 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 or her 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 herein before specified.

6. 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.
7. 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.
8. The authority of the Arbitrator shall be subject to the following:
  - a. He/She shall have no authority to modify, add to, subtract, from, or in any way whatsoever alter the terms and provision of the Agreement.
  - b. He/She shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the courts of New Jersey, and all Jersey Statutes.
  - c. Any monetary award, which shall require expenditures of funds not allocated in the budget, shall be deferred to the following budget year.

## 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. Full-time non-certified employees who are absent because of personal illness, injury (other than on the job), physical or emotional disability, or quarantine regulations of a Board of Health shall be entitled to full pay for thirteen (13) school days each year. Newly hired employees shall be entitled to ten (10) sick days until completion of their 3<sup>rd</sup> year of employment is achieved and then shall be entitled to the thirteen (13) days each year.
- C. Part-time non-certified employees who are absent because of personal illness, injury (other than on the job), physical or emotional disability, or quarantine regulations of a Board of Health shall be entitled to full pay for ten (10) school days each year.
- D. Sick leave is cumulative without limit.
- E. 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.
- F. Upon leaving the district, any employee covered by this contract 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.

Sick days shall accumulate as follows:

- 80% of first 100 sick days
- 90% of next 100 sick days
- 120% of all sick days beyond 200

Sick-leave payout shall not exceed \$15,000 in total for employees hired before 1990. Sick-leave payout shall not exceed \$12,500 in total for employees hired before 2000. Sick-leave payout shall not exceed \$10,000 in total for employees hired after 2000.

In the event a qualified employee dies while employed by the district, payment shall be made to the estate of the employed.

Certified employees hired before July 1, 1979 will be limited to a prior accumulation of seventy-five (75) days.

All employees shall notify the Superintendent of his or her intention to retire by January 1<sup>st</sup> of a given year in order to receive payment for accumulated sick leave on July 15<sup>th</sup> of that

year. If the employee notifies the Superintendent of his or her intention to retire on or after January 2<sup>nd</sup> of a given year, the payment for accumulated sick leave shall be paid on July 15<sup>th</sup> of the following year.

G. 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.
4. The Sick bank shall be administered in accordance with state guidelines.

## ARTICLE IX

### TEMPORARY LEAVE OF ABSENCE

#### A. Certified Employees

- 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.
  6. Death in the family – In the event of the death of a certified employee's immediate family, next of kin, or legal relation four (4) days of absence shall be allowed for each occurrence. In the event of the death of a certified employee's extended family two (2) days of absence shall be allowed for each occurrence.
  7. Temporary service in the Armed Forces - Up to a maximum of two (2) weeks of duty which must be performed on school days.
  8. Leaves taken pursuant to a. above shall be in addition to any sick leave to which a certified employee is entitled.

B. Secretaries

- a. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay, less any pay or compensation received in connection with such leaves.

1. Pressing personal reasons:

- a. Two (2) days of absence with pay are allowed each year for pressing personal business. One (1) day may be carried over to the following year, allowing three (3) days in one year.

Pressing personal business shall be defined as an activity of such importance to the individual's welfare, health, family, or professional status that attention to the matter cannot be deferred or conveniently re-scheduled to hours or days when school is not in session.

Twelve-month Secretaries with a minimum of five years of experience with the district shall receive one additional annual personal leave day so that the total number of leave days they receive shall be increased from two to three per year.

Ten-month members in Categories I-IV with a minimum of five years of experience with the district shall receive one additional annual personal leave day so that the total number of leave days they receive shall be increased from two to three per year.

- b. The requested absence must be approved by the immediate supervisor and the Superintendent prior to the absence if reimbursement is to be made. In the case of an emergency, telephone approval must be secured. Days preceding holidays or recesses must be approved solely by the Superintendent of Schools.

2. Legal Proceedings - time necessary for appearances in any legal proceedings connected with the employee's employment or with the school district.

3. Jury Duty – time necessary for employees who are not exempt from jury duty.

(<sup>1</sup> Employees are entitled to compensation given for mileage and meals while on jury duty).

4. Death in the family – In the event of the death of an employee's immediate family, next of kin, or legal relation four (4) days of absence shall be allowed for each occurrence. In the event of the death of an employee's extended family two (2) days of absence shall be allowed for each occurrence.

5. Illness in the family- In the event of illness in an employee's immediate family, a maximum of five (5) days of absence each year shall be granted.
6. Decision of the Midland Park Board of Education shall apply to absences for maternity leave. The Board policy shall apply to injury on the job and leaves of absence without pay.
7. Leaves taken pursuant to "1a" shall be in addition to sick leave, which an employee is entitled.

C. Custodial / Maintenance

- a. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay, less any pay or compensation received in connection with such leave, through application on the appropriate form at least three (3) days prior to the requested leave, except in the case of an emergency.
  1. Pressing personal reasons –
    - a. Three (3) days of absence with pay are allowed each year for pressing personal business. Pressing personal business shall be defined as an activity of such importance to the individual's welfare, health, family, or professional status that attention to the matter cannot be deferred or conveniently rescheduled to hours or days when school is not in session.
    - b. No reason needs to be stated for any personal day.
  2. Jury Duty – time necessary for employees who cannot be exempt from jury duty.
  3. Death in the family – In the event of the death of an employee's immediate family, next of kin, or legal relation four (4) days of absence shall be allowed for the occurrence. In the event of the death of an employee's extended family two (2) days of absence shall be allowed for each occurrence.
  4. Temporary service in the militia – up to a maximum of two (2) weeks of duty, which must be performed on school days.
  5. Illness in the family- In the event of illness in an employee's immediate family, a maximum of five (5) days of absence each year shall be granted.



- b. Board policy shall apply to absence for injuries on the job, maternity leaves, and leaves of absence without pay.
- c. Leaves taken pursuant to “a” above shall be in addition to sick leave to which an employee is entitled.

**ARTICLE X**

**INSURANCE PROTECTION**

A. All Employees covered by this Agreement shall receive single health insurance coverage for the first two years of employment equal to or better than the New Jersey School Employees Health Benefits Program, subject to the contributions employees are required to make pursuant to N.J.S.A. 18A:16-17. They shall have the option of extending coverage for their dependents. They shall have the option to credit the sum equal to the highest single premium rate of all plans offered and apply that sum to any extended coverage plan available within the District. Upon receiving promise of employment for the third school year, employees will receive full coverage for their dependents paid for by the Board of Education, subject to the contributions employees are required to make pursuant to N.J.S.A. 18A:16-17. Said contributions shall be deducted from employees' salary and paid, in equal installments, in accordance with the payroll schedule established by the Board.

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

Maximum Benefit Per Year	\$2000
Deductible	-0-
Preventative & Diagnostic	100% UCR
Basic Services (Periodontics, Endodontics, Crowns, Oral Surgery)	100% UCR
Major Service (Prosthodontics, Orthodontics)	60% UCR
Orthodontia	\$ 750

C. 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 (N.J.S.A. 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.

- D. The Board agrees to the creation of a section 125 plan in accordance with the insurance opt out plan that includes dependent care and medical savings account components.

## ARTICLE XI

### TUITION REIMBURSEMENT

- A. All tenured certified employees, including those on sabbatical leave, shall be eligible for tuition reimbursement.
- B. Tuition reimbursement shall only apply to courses related to the employee's current or future job responsibilities
- 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. Prior to enrollment in any course for which tuition reimbursement is sought, the employee shall obtain the approval from the Superintendent. In the event that the Superintendent denies the approval, the employee may appeal the denial to the Board.
- F. Tuition reimbursement shall only apply to graduate semester hours earned at a duly authorized institution of higher education. For the purposes of this section, a duly authorized institution of higher education means an in-State institution licensed by the Commission on Higher Education or an out-of-State institution licensed by the appropriate state agency and regionally accredited or seeking accreditation by the appropriate accrediting body recognized by the Council on Postsecondary Education or the United States Department of Education. The class accreditation status will be confirmed on the tuition reimbursement form by both the Superintendent and the MPEA President prior to course registration.
- G. The amount of tuition reimbursement shall be based on the following schedule:
  - G.1 - During a certified employee's first, second, and third year of service in the District, the certified employee will not be eligible for reimbursement.
  - G.2 – All credits to be applied for the post master's 30 credit accumulation must be in the direct field of educational instruction (as outlined in G2 excluding electives) and will be reimbursed at 100%. Unless approved by the Superintendent, courses in other areas (e.g. classes relevant to coaches, classes taken as part of a prior master's degree in an entirely different area, etc.) will not count toward the post master's 30 credit accumulation and will not be reimbursed. All post master's credits already approved and/or accepted by the district at the time of ratification of the contract will still count toward the 30 credit accumulation and any eventual salary enhancement. It is understood that prior course approvals cannot be used as past precedent as it concerns this language.

- H. 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.
- I. 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.
- J. The total cost for tuition reimbursement under this Article shall not exceed \$25,000.
- K. 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 Riffed terminated or have retired.
- L. Non-Certificated Employees who are required to, or would like to, obtain a license that is directly related to their job responsibilities or requirements will be reimbursed for licensing fees ~~only~~ upon obtaining the license and/or renewal. **Any employee who is reimbursed for such fee must remain employed by the district for a period of two (2) years following the attainment of the license and/or renewal, or must reimburse the district for all fees paid. Disability and Termination separations would not apply.**

## 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 years' 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:

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:

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.

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

No more than four 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 55 minutes at the elementary school. 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 7:30 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 8<sup>th</sup> period, the teacher will be paid for a class cover or have the option to leave and have their class covered.

During any staff development days scheduled before June 30<sup>th</sup> of the previous school year, the zero period teachers will follow a standard schedule. This does not include days that have



student contact time included. These days should still follow the normal length of school day as state above.

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 15<sup>th</sup> of the previous year.

- F. 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 6<sup>th</sup> period compensation unless they are asked to teach beyond the 1200-minute weekly limit.

All certificated employees in the District 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.

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.

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 D(1)(d)

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 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 unless no other certified employee holds the same certification. In the event that more than one qualified certified employee volunteers for a particular assignment, the Superintendent has the right to make the assignment.

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 or 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 6<sup>th</sup> period compensation unless they are asked to teach beyond the 1200-minute weekly limit.

During any staff development days the part time certified employees will attend the portion of the staff development equal to their level of employment. The staff would not be required to attend if the session conflicted with the employees other employment schedule outside of the district.

- G. 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.
- H. The work year for certified employees shall be 186 days (183 student days and three teacher days).

- I. In preparation of the elementary school calendar, the Board of Education shall include a minimum of three (3) days on which students will be dismissed and on which certified employees teaching grades Pre K-6 shall remain in school until the regular dismissal time for parent/certified employee conferences and development of appropriate alternative assessments. All three (3) such days shall be within the first half of the school year. One (1) day of the three (3) such days shall be designated by the building principal for evening conferences. On the day designated for evening conferences, certified employees teaching grades PreK-6 shall leave and shall return to school that evening for conferences. The evening conferences shall be held between the hours of 6:30 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 is needed. The scheduled faculty meeting immediately preceding parent teacher conferences will be dedicated to preparation and planning for conferences.

The calendar shall also include one (1) additional day on which students will be dismissed 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.

- J. All elementary school certified employees shall, at no additional cost to the Board, return to school for their assigned Back-to-School Night, Open House and return to school for two additional evening sessions. All middle and high school certified employees shall, at no additional cost to the Board, return to school for their assigned Back-to-School Night, Graduation and for two additional evening sessions. Evening sessions are not to exceed two and one-half (2.5) hours. Advanced notice of the events will be provided by the administration and the events that the certified employees shall attend for two (2) additional evenings sessions shall be mutually agreed upon between the certified employee and the administration.

- K. All certified employees shall attend twenty-eight (28) meetings during the school year. All certified employees must set Mondays aside for the after school faculty meeting (3:00 p.m.-3:50 p.m.). However, 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 fifty (50) 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.

Zero Period and part time teachers will be required to attend meetings on Mondays at the conclusion of their scheduled day for fifty (50) minutes or a length of time equal to their level of employment. These meetings will only be held when a meeting is scheduled at 3:00p.m. for the rest of the faculty.

The administration may call an emergency meeting without prior notice when an issue arises or event occurs that affects the health and or safety of the students.

- L. 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.
- M. Teachers who teach non-core subject electives will teach only one combined course during a school year. Teachers of these courses would be compensated for any combined courses at twice the contracted amount. The teachers would not be responsible for the fifteen (15) uncompensated class covers as outlined in the contract, Article XIII, F, paragraph 6.
- N. The Physical Therapist position will not adhere to the contract and non-contract time regulations as described for other certified employees as this is a different position. The Physical Therapist will not be granted a traditional lunch, professional activity period, or prep. The Physical Therapist would still follow the school calendar and the start and finish time of the day.
- O. The Athletic Trainer will work a total of six (6) hours per day, for a total of thirty-six (36) hours per week, which incorporates Monday through Saturday, or any other configuration of times, to achieve the thirty-six hour limit. The trainer's work year will commence on August 15<sup>th</sup> and be completed on June 15<sup>th</sup>. It is agreed that on days when school is not in session, the Athletic Trainer will be required to be at all scheduled practices and games within the confines of the thirty-six hour work week. The Athletic Trainer should be paid in accordance with both educational and experience level in Schedule C.
- P. All newly hired teachers shall attend a mandatory two (2) day orientation program to be scheduled by the administration at no additional cost to the Board. Each such day will be no longer than six (6) hours with a forty-five (45) minute break for lunch.

#### Employment of Secretarial Personnel/Instructional Aides

A. Twelve Month Employees

Shall work the full year with the exception of *thirteen (13) paid holidays as established by the Board of Education*

B. Ten Month Employees

Shall work from September 1<sup>st</sup> to the opening for the teachers and work from the close of the teacher year to June 30 and shall work on days school is in session, or when teachers are on duty even if school is not in session.

C. WORK HOURS

- 1. The workday shall normally consist of seven (7) hours excluding one (1) hour uninterrupted lunch hour, and all working weeks will be thirty-five (35) hours, exclusive of lunch. Instructional Aides will work the same schedule as teachers, at their respective locations. Instructional Aides shall have a duty free lunch the length

of which shall be the same as the students' during periods four (4), five (5), and six (6). Period seven (7) may be assigned, if necessary, to accommodate a student or, if necessary, for some other circumstance supported by proper documentation. In the event students, faculty, and administrators are dismissed due to early closing, members of the Association shall also be dismissed.

2. Should school be closed for inclement weather and/or other school closing emergencies, members of the Association will not be required to report to work except in cases of emergency as determined by their immediate supervisor.
3. Employees will have a choice of mutually agreed upon flexible hours, with supervisor's approval, when school is not in session. They shall not be left alone in any building, nor shall any secretary be required or expected to close or lock the building.

#### D. Overtime

1. Overtime shall be defined as the number of hours worked per week in excess of the regular working hours (35) with the approval of the immediate supervisor.
2. Overtime shall be authorized according to procedures established by the Superintendent of Schools and must be submitted on a Board Voucher form listing the day or days, hours, and reasons for the overtime.
3. All overtime shall be at the rate of time and one-half of the employee's regular hourly rate of pay.
4. Compensatory time may be taken for overtime with the approval of the immediate supervisor.

#### E. VACANCIES AND NEW POSITIONS

1. Notices of all vacancies shall be posted in each school by the Board or its agent within five (5) school days after the formal acceptance of a resignation or formal establishment of a new position by the Board of Education
2. Employees interested therein must submit a written application to the Administrator to which the vacancy applies.
3. All such applicants shall be notified that their application has been received and shall be further notified in writing when the vacancy has been filled whether or not said applicant has been selected to fill the vacancy.

#### F. TRANSFERS AND REASSIGNMENTS

1. The Superintendent, or his representative, shall discuss the transfer with the employee and/or her representative and shall make the final assignment in writing and be formally approved by the Midland Park Board of Education.
2. In no event shall the final determination of the Board concerning a voluntary transfer or reassignment be subject to the grievance procedure.
3. Employees shall be notified of their tentative assignment for the new contract year by May 31 if possible and no later than June 30.

#### G. MISCELLANEOUS PROVISIONS

1. Severability

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 provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or application shall continue in full force and effect.

2. Travel Allowance

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the existing Board Policy mileage reimbursement for such travel.

3. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written communication to the secretary of the respective organization.

4. Professional Development

The Midland Park Board of Education will provide opportunities for professional development, as approved. The Board of Education will provide opportunities to full time members of the Association to enroll in courses offered by the Midland Park Continuing Education Program, at Board expense. Midland Park Continuing Education courses will be in specific areas that will improve the individual's job performance and contribute to the individual's professional development.

The plan is subject to the following features:

- a. Control of the plan will remain with the Board of Education
- b. Applicant must receive approval for courses from his/her supervisor/principal and the Superintendent of Schools at least two weeks prior to registration.
- c. The member must complete the course.

The Board of Education will grant the aid with the following provisions

- a. Course approvals will be granted at the discretion of the Superintendent of Schools. Course costs will not exceed \$150.00 per individual per year.
  - b. The group maximum shall be \$3000.00
  - c. Individuals may not reassign his/her entitlement to another member.
  - d. The plan will operate July 1 through June 30.
5. All newly hired employees shall attend a mandatory 2 day orientation Program during the week prior to start of classes at no additional cost to the Board. Each such day will run from 9:00 AM to 2:30 PM with a 45 minute break for lunch. If an employee is hired after the 2 day orientation program held, the newly hired employee will attend a 1 day individualized orientation program during the week before he/she begins his/her paid employment at no additional cost to the Board.

#### EMPLOYMENT OF CUSTODIAL AND MAINTENANCE PERSONNEL

- A. Employees shall be notified of their new salary status by June 15<sup>th</sup> and their tentative assignments no later than June 15<sup>th</sup>.
- B. No employee shall be disciplined, reduced in rank or compensation or deprived of any advantage without just cause. This provision will be subject to the grievance procedure ending at the Board level and will not be arbitrable.
- C. After completion of ninety days of consecutive employment, no employee shall be dismissed or be subject to reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause. If requested by the employee, a written notice of reasons and/or a hearing before the Board of Education will be provided. Such requests by the employee must be submitted in writing.
- D. All Custodial and Maintenance personnel covered by this Agreement are to report to work when school is not in session due to an emergency closing. Night shift personnel are to be prepared to report during the daytime with hours specified by the Buildings and Grounds Supervisor. Other employment obligations will be taken into consideration when scheduling night shift personnel.
- E. All newly hired employees must obtain a Black Seal License within one (1) year of initial employment.

## ARTICLE XIV

### CERTIFIED EMPLOYEE COMPENSATION

- A. The compensation Schedules for all certified employees covered by this agreement are set forth in Schedules C-1, C-2, C-3, D, E, F and G, which are attached to and incorporated in this Agreement.
- B. Certified employees will be placed on Schedule C-1, C-2, or C-3, in accordance with the following educational levels:
  - 1. B.A.
  - 2. M.A.
  - 3. M.A. +30
- C. All undergraduate and graduate semester hours must be earned at a college or university accredited by a regional accrediting association.
- D. All semester hours beyond the B.A. degree must be on the graduate level.
- E. The salary for those certified employees holding an earned doctoral degree will be the appropriate step of M.A. +30 salary schedule plus One Thousand Dollars (\$1,000).
- F. The salary schedules for supplemental assignments, including special instructional services, athletics, and co-curricular activities, are set forth in Schedules D to G which are attached to and incorporated in this Agreement. Such salary Schedules shall remain in effect during the term of this Agreement.
- G. 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.
- H. 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 C.
- I. 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.



- J. 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.

SECRETARIAL/INSTRUCTIONAL AIDES SALARIES/VACATION/LONGEVITY

- A. The salary schedule for all employees covered by this Agreement is set forth in Schedule B: Salary Schedules attached and incorporated for the term of this Agreement under the following categories:

Category I: Bookkeeper/Computer Operator

Category II: Accounts Payable/Accounts Receivable/Secretary to the Principal

Category III: General Secretary

Category IV: Clerk (Secretarial/Library) Assistant Bookkeeper/Clerk

Category V: Instructional Aide

- B. When an employee is promoted from one category to another, said employee shall be placed on the step of the next category, which he/she would have attained had he/she remained on the lower category.

- C. Vacation allowance is applicable to twelve (12) month employees and in accordance with the following schedule:

Less than 10 months employment	- 1 day per month to July 1
1 – 5 years employment	- 2 weeks
6 to 10 years employment	- 2 weeks plus 1 additional day each year to 3 weeks
11 to 15 years employment	- 3 weeks plus 1 additional day each Year to 4 weeks
15 years plus employment	- 4 weeks plus 1 day

- D. Twelve (12) month employees in their first year of employment can accumulate vacation days per the above schedule, but cannot use vacation days until they complete their first six months of employment.

- E. All twelve month employees in the Association will have three (3) floating holidays that can be used during the December break, winter break, Spring break, when students are on recess.

These additional floating holidays shall be scheduled by each eligible member with the approval of their immediate supervisor and the Superintendent. It is the intention of the Board and the Association that floating holidays will be scheduled to insure that there are an adequate number of secretaries at work each day during the recess periods.

If there is no Spring break, then the last of any remaining days must be used by June 30.

- F. A longevity increment shall be granted to employees with ten (10) or more years of service to the District in positions listed in Article II of this Agreement.

10 years @\$1000, 15 years @\$1250, 20 years @ \$1500

#### CUSTODIAL/MAINTENANCE EMPLOYEE COMPENSATION

- A. The basic salary schedule for all employees covered by the Agreement is set forth in Schedule A and A-1, which is attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this agreement.
- B. The work week shall consist of eight (8) hours per day, five (5) days a week, with time and one-half paid for all work in excess of forty (40) hours per week.
- C. The following shall count as regular work days:
  - a. Holidays
  - b. Paid sick days
  - c. Paid personal days
  - d. Paid vacation days
  - e. Other approved paid leaves
- D. The Board shall provide at each work station sufficient foul-weather gear for the employees normally assigned to the work station on the shift with the greatest number. Foul weather gear shall consist of rain pants, rain jacket with hood or hat, and rubber boots.
- E. Prior to September 1<sup>st</sup> of each calendar year, all employees will be provided with five (5) shirts and three (3) trousers of better quality uniforms (such as Lee's or Dickies). New employees not working in the district at the time uniforms were ordered, will receive five (5) shirts and three (3) trousers of better quality uniforms (such as Lee's or Dickies ) at the end of their ninety (90) day probationary period.
- F. Employees shall not be required to use their own vehicles to move from one work station to another during the normal work day.

- G. Any employee called to return to work outside of his regular shift shall be guaranteed at least two hours of overtime.
- H. Employees shall be provided with a thirty- minute uninterrupted lunch hour except when the building principal determines that a building emergency requires otherwise. Compensatory lunch time will be provided if the normal lunch has to be interrupted.
- I. All employees will be provided with two fifteen (15) minute breaks on each shift. The start and end of the break times for each shift will be posted at each work station. Break and lunch time will be arranged when more than one employee works on a shift at each work station so that all employees are not “off” at the same time, while school is in session.
- J. A longevity increment of One Thousand dollars (\$1,000) shall be granted to employees with 10-14 years of service to the District in position represented in Article I (Recognition) of this agreement, employees with 15-19 years of service to the district shall receive One Thousand Two Hundred and Fifty dollars (\$1,250), and all employees with twenty (20) or more years of service shall receive One Thousand Five Hundred dollars (\$1,500).
- K. The Board of Education reserves the right to assign its maintenance and custodial employees for the district best needs when school is not in session. Day staff and evening staff will work an eight hour shift and one half hour meal break between the hours of 7:00 a.m. and the end of the nighttime shift. The Board, through its administration, shall notify each member of the unit of their assignment within 30 days. There may be a district need for an individual to be assigned an occasional evening assignment, which will be assigned within 30 days and be part of the base (40) hour week.
- L. Each employee shall have a shoe allowance of \$150 per year.
- M. Employees may take compensatory time in lieu of overtime if mutually agreed upon between employee and supervisor.
- N. Any employee required to work on a Holiday will be paid at the double rate.

#### VACATION AND LEGAL HOLIDAYS

- 1. Vacation allowance is applicable only to twelve (12) month employees and in accordance with the following schedule:
 

Less than 12 months employment	- 1 day per month to a maximum of ten (10) days
1 to 10 years employment	- 2 weeks
6 to 10 years employment	- 2 weeks, plus 1 additional day each year to 3 weeks
<i>11 to 15 years employment</i>	<i>- 3 weeks, plus 1 additional day each year to 4 weeks</i>
16 or more years employment	- 23 days

Employee is eligible to take the earned vacation after completion of the above schedule with the exception of first year employees who can accumulate vacation days per the above schedule but cannot use vacation days until they complete their first six (6) months of employment.

2. Employees in their first year of employment can accumulate vacation days per the above schedule, but cannot use vacation days until they complete their first six months of employment.
3. Thirteen legal holidays shall be granted by the Board and are listed on the holiday schedule for the 12 month employees. The holiday schedule will be adopted by the beginning of each school year.
4. Employees may be permitted to take vacations during the school year at the discretion of the Superintendent.

## ARTICLE XV

### CERTIFIED EMPLOYEE EVALUATIONS

- A. Teachers shall be evaluated consistent with the TEACHNJ Act, located at N.J.S.A. 18A:6-117 et seq. and the applicable regulations located at N.J.A.C. 6A:10-1, et seq.
- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited.

## ARTICLE XVI

### 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 XVII

### REPRESENTATION FEE

1. Purpose of Fee

If an 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 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.

2. 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.

3. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any 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 employee covered by this agreement, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

4. 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.

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

6. 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.

7. 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.

8. 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 XVIII

### EMPLOYEE-ADMINISTRATION LIAISON

1. Organization

The Association shall select an Employee 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) employees. Minutes of the meetings will be sent to the Superintendent of Schools.

2. 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.

3. Representatives from the building level Employee 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 XIX**

**DURATION OF AGREEMENT**

1. This Agreement shall be effective as of, **July 1, 2016 and shall continue through June 30, 2017** respectively. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
  
2. 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.

WITNESS:

MIDLAND PARK BOARD  
OF EDUCATION

\_\_\_\_\_  
STACY GARVEY  
Business Administrator/Board Secretary

BY: \_\_\_\_\_  
MARYALICE THOMAS  
Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESS

MIDLAND PARK EDUCATION  
ASSOCIATION

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Association President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

MIDLAND PARK PUBLIC SCHOOLS  
Midland Park, New Jersey

Schedule A  
Salary Guide for Custodial Personnel

Step	2016-2017
1	\$30,500
2	\$31,000
3	\$32,500
4	\$32,750
5	\$34,000
6	\$35,000
7	\$36,750
8	\$38,250
9	\$39,500
10	\$40,000
11	\$40,500
12	\$41,000
13	\$42,000
14	\$43,000
15	\$44,000

**Salary Adjustments 2016-2017**

Night Custodian \$1,200

Head Custodian \$2,000

Longevity (10-14 years) -\$1000

Longevity (15-19 years) - \$1250

Longevity (20 + years) \$1,500

MIDLAND PARK PUBLIC SCHOOLS  
Midland Park, New Jersey

Schedule A - 1  
Salary Guide for Maintenance Personnel

Step	2016-2017
1	\$30,500
2	\$31,000
3	\$32,500
4	\$32,750
5	\$34,000
6	\$35,000
7	\$36,750
8	\$38,250
9	\$39,500
10	\$40,000
11	\$40,500
12	\$41,000
13	\$42,000
14	\$43,000
15	\$44,000

**Salary Adjustments 2016 -2017**

Maintenance (0-5 yrs.) \$ 2,000  
Maintenance (6+ yrs.) \$2,200  
Longevity (10-14 years) -\$1000  
Longevity (15-19 years) - \$1250  
Longevity (20 + years) \$1,500

MIDLAND PARK PUBLIC SCHOOLS  
Midland Park, New Jersey

Schedule B  
2016- 2017 SECRETARIAL/CLERICAL GUIDE

	Cat I	Cat II	Cat II	Cat III	Cat III	Cat IV	Cat V
STEP	12 mo	12mo	10 mo	12 mo	10 mo	10 mo	10 mo
1	\$34,750	\$33,750	\$26,750	\$31,750	\$25,250	\$22,750	\$25,300
2	\$35,400	\$34,400	\$27,400	\$32,400	\$25,900	\$23,400	\$25,950
3	\$35,700	\$34,700	\$27,700	\$32,700	\$26,200	\$23,700	\$26,600
4	\$36,700	\$35,700	\$28,200	\$33,200	\$26,700	\$24,200	\$26,850
5	\$37,700	\$36,700	\$28,700	\$33,700	\$27,200	\$24,700	\$27,350
6	\$38,700	\$37,700	\$29,700	\$34,700	\$27,700	\$25,700	\$27,950
7	\$39,700	\$38,700	\$30,700	\$36,200	\$28,700	\$26,700	\$28,600
8	\$40,700	\$39,700	\$31,700	\$37,700	\$29,700	\$27,450	\$29,600
9	\$41,700	\$40,700	\$32,700	\$38,400	\$30,600	\$28,200	\$30,750
10	\$42,700	\$41,700	\$33,700	\$39,400	\$31,350	\$29,200	\$31,750
11	\$43,700	\$42,700	\$34,700	\$40,600	\$32,600	\$30,200	\$32,825
12	\$45,200	\$44,200	\$35,700	\$41,500	\$33,600	\$31,200	\$33,650
13	\$46,700	\$45,700	\$36,700	\$42,900	\$34,600	\$32,200	\$34,350
14	\$48,200	\$47,200	\$37,700	\$44,700	\$36,100	\$33,200	\$35,050
15	\$49,705	\$48,705	\$38,605	\$46,205	\$36,955	\$34,205	\$35,755
16	\$53,065	\$52,065	\$41,420	\$49,315	\$38,730	\$36,565	\$37,100
17	\$56,425	\$55,425	\$43,235	\$52,425	\$42,505	\$38,925	\$38,100
18	\$57,675	\$56,675	\$45,485	\$53,675	\$43,755	\$40,175	\$39,675

CATEGORY I- Bookkeeper

CATEGORY II- Accounts Payable/Receivable - Secretary to Principal

CATEGORY III- General Secretary

CATEGORY IV- Clerk (Secretarial/Library) - Assistant Bookkeeper/Clerk

CATEGORY V- Instructional Aide

Any employee who was on Step 14 of the salary guide for the 2008-2009 school year shall be receive a one-time payment of One Thousand Dollars (\$1,000)

Any member reaching Step 16 in 2014-15 will receive an additional Six Hundred and Seventy-Five dollars (\$675).

Longevity and top step payment subject to percentage of employment.

MIDLAND PARK PUBLIC SCHOOLS  
Midland Park, New Jersey

SCHEDULE C

2016-2017 SALARY GUIDE

Experience Level for Initial Placement	Step	BA	MA	MA+
1-2	1	\$46,750	\$48,500	\$53,750
3	2	\$47,000	\$49,000	\$54,250
4	3	\$47,500	\$49,500	\$55,000
5	4	\$48,050	\$50,625	\$55,750
6	5	\$48,350	\$50,900	\$56,250
7-8	6	\$48,500	\$53,525	\$58,800
9-10	7	\$49,250	\$54,350	\$59,950
11	8	\$49,999	\$55,475	\$62,000
12	9	\$51,000	\$57,725	\$64,250
13	10	\$53,250	\$60,400	\$66,850
14	11	\$56,250	\$62,500	\$69,450
15-16	12	\$58,550	\$64,500	\$72,200
17	13	\$61,000	\$67,900	\$74,999
18	14	\$64,850	\$71,500	\$78,000
19	15	\$67,950	\$74,500	\$82,000
20	16	\$71,000	\$78,000	\$85,625
21	17	\$74,750	\$81,750	\$89,400
22	18	\$78,900	\$86,750	\$94,000
23-24	19	\$82,800	\$91,000	\$100,250
25	20	\$86,000	\$95,500	\$105,500
26+	21	\$88,505	\$98,805	\$109,505

Longevity pay of \$800 will be paid to all certified employees with 15 years of service in the District. Longevity pay of additional \$800 (total \$1600) will be paid at 24+ years of service in the district.

All certified employees who were on Step 19 during the 2008-2009 school year shall receive a payment of \$4750.00. All certified employees who were on Step 19 during the 2009-2010 school year for the first time shall receive a payment of \$3750.00. All certified employees

who were on Step 19 during the 2011-2012 school year for the first time shall receive a payment of \$1650.00.

Longevity and top step payment subject to percentage of employment

\*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 D

SPECIAL INSTRUCTIONAL SERVICES

1.	District	<b>2016 - 2017</b>
a.	Supplementary and/or Compensatory Teaching	\$40.17/hr.
b.	Certified Employees summer hours	56.60/hr.
c.	Instructional Aide hourly rate	20.58/hr.
d.	Certified employees assigned to lunchroom or playground duty	34.14/period
e.	Certified employees who may be assigned to cover classes over 15	34.14/Period
f.	Non-Certificated Media Technician	40.71/hr.
g.	Bedside	34.14/hr.
h.	<b>Curriculum Guide Compensation: All certificated employees will be provided opportunities to apply for compensated curriculum writing positions. Curriculum writing will take place beyond the contracted school day/year. Administration will provide a set of guidelines and deadlines for the curriculum writing process which must be followed and will determine the number of hours necessary for each curriculum writing position. As determined by administration, curriculum writing responsibilities may include collaboration with administration on the development process and participation in professional development to support articulation. Upon timely/within prescribed deadline submission of a completed curriculum, staff members will be compensated for curriculum at a rate of \$50 per hour.</b>	



2. Chaperons--\$50.98

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.

SCHEDULE E  
ATHLETIC COACHES

Coaches	<b>2016-2017</b>
1. Football Head Coach	7034
Assistant	4890
2. Soccer Head Coach	5741
Assistant	4093
3. Volleyball Head Coach	5460
Assistant	4047
4. Cross Country Head Coach	4726
Assistant	3817
5. Basketball Head Coach	5964
Assistant	4735
6. Wrestling Head Coach	5847
Assistant	4496
7. Bowling Head Coach	4023
8. Baseball Head Coach	5656
Assistant	4598
9. Softball Head Coach	5656
Assistant	4598
10. Spring Track Head Coach	5597
Assistant	4474
11. Winter Track Head Coach	4337
Assistant	3601
12. Tennis Head Coach	4689
13. Golf Head Coach	3516
14. Cheerleading (per season)	2587
15. 7/8 Basketball Coach	2605

16.	7/8 Soccer Coach	2605
17.	7/8 Wrestling Coach	2605
18.	7/8 Track Coach	2605
19.	7/8 Volleyball Coach	2605
20.	Intramurals (per season)	632
21.	Club Sports Grades 9-12 (less than a complete inter-scholastic schedule or experimental new sports program)	1915
	Ticket Manager	
	Football (per event)	54.02
	Winter Sports (per event)	48.25
	Football (per event)	36.77
	Winter Sports (per event)	17.24
	Timer and/or Scoreboard(per event)	41.37
	PA announcer(per event)	41.37

All Coaches and Advisors of Teams or Activities involved in State Tournaments (Playoffs) will receive \$150 per Head Coach/Head Advisor and \$100 per assistant, per game attended.

## SCHEDULE F

### ADVISORS TO ACTIVITIES, CLUBS, AND STUDENTS IN NEED

**2016-2017**

1.	High School		
a.	Academic Teams		
1.	Advanced Chemistry	1103	
2.	Biology	1103	
3.	Chemistry	1103	
4.	Chess	1405	
5.	Debate	1405	
6.	High School Bowl	1103	
7.	Mathematics	1103	
8.	Physics	1103	
b.	Class Advisors		
1.	Grades 9-10	1511	
2.	Grades 11-12	1584	
3.	Senate	2338	
c.	Publications		
1.	Literary Magazine	1103	
2.	Newspaper (per issue, maximum of 4 issues)	456	
3.	Yearbook - Publication	1874	
4.	Yearbook – Finance	1704	
d.	1. Awards and Scholarship	903	
	2. Underclass Awards/Scholarship	408	
e.	Club Advisors		
1.	AIDS Awareness	903	
2.	A-V Club	903	
3.	Artists in Action	903	
4.	Biology Club	903	
5.	Computer Club	903	
6.	Detention	903	
7.	Drama	903	

8.	Earth Action	903
9.	French Club	903
10.	GEMS	903
11.	Library Club	903
12.	Medical Careers	903
13.	National Honor Society	1511
14.	Outdoors Club	903
15.	Pep Club	903
16.	Photography Club	903
17.	Poetry Club	903
18.	Prime Cuts	903
19.	S.A.D.D.	903
20.	Science Club	903
21.	Spanish Club	903
22.	T.A.L.K.	903
23.	T.A.P.	903
24.	Treasurers Club	903
25.	Weight Training	903
26.	Leaders beyond Borders	903
27.	Take Action	903
28.	Recycling Club	903
29.	National History Day	903
30.	Spectrum	903
31.	Interact	903
32.	Option II	1492
33.	Anti Bullying	526

f. Other Clubs (limit of 5 in one year) 408

\*As with any club or activity, continuation of a new club or activity will be determined by the district. If the club or activity is continued, the rate of pay in the second year will be guided by payments received for comparable on-going clubs and activities.

g.	7th and 8th Grade Activities	
1.	Class Advisor	1405
2.	Computer Club	758
3.	Jerseyman's Club	758
4.	Library Club	758
5.	Math 7, 8, 9	758
6.	Newspaper (per issue, maximum of 4 issues)	455
7.	S.A.D.D. (Jr.)	758
8.	Science Club	758
9.	React	758

2.	Elementary School	
a.	Clubs	408
b.	Newspaper (per issue, maximum of 2 issues)	569
c.	Student Council	1740
d.	Yearbook	637
e.	Intramurals – Fall	631
f.	Intramurals – Spring	631

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.

**2016-2017**

4.	I&RS*	
a.	Chairperson	1102
b.	Secretary	1102
c.	Member	903

\*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.

Schedule G – Performing Arts

**2016-2017**

1.	Elementary School	
a.	Assistant Director - Choral	380
b.	Assistant Director - Choreography	380
c.	Assistant Director - Music	380
d.	Band Director	1436
e.	Chorus Director	865
f.	Musical Director	567
g.	Stage Crew	408
2.	High School Clubs	
a.	Chorus Club	903
b.	Jazz Band	903
c.	Percussion Ensemble	903
3.	High School Dramatic Activities	
a.	Drama - Director	1103
b.	Drama - Producer	408
c.	Musical - Director	1103
d.	Musical – Ass’t Director - Instrumental	558
e.	Musical – Ass’t Director - Choral	558
f.	Musical – Ass’t Director - Choreography	558
g.	Musical Producer	408
h.	Stage Crew Director	1511
i.	Musical - Rehearsal Accompanist	830
4.	Marching Band	
a.	Color Guard	455
b.	Percussion	455
c.	Marching Band - Director	3018
d.	Marching Band – Assistant (2)	979
e.	Associate Marching Band Director	2044
5.	Middle School Musical	
a.	Director	903
b.	Musical – Producer	408
c.	Stage Crew Director	755
d.	Rehearsal Accompanist	553

6. 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.

All stipends are subject to annual approval by the Board of Education based on such factors as available funding and demonstrated participation by students in the athletic events or extra and co-curricular activities contained in Schedules E, F and G.

All Coaches and Advisors of Teams or Activities involved in State Tournaments (Playoffs) will receive \$150 per Head Coach/Head Advisor and \$100 per assistant, per game attend



