

**Middlesex Education
Association**

and

Middlesex Board of Education

Contract Agreement

**July 1, 2005
Through
June 30, 2008**

PREAMBLE

This agreement entered into this *01 January 2006*, by and between the Middlesex Board of Education hereinafter called the "Board", and the Middlesex Education Association hereinafter called the "Association".

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Article 1 – Recognition

- 1.1 The Board hereby recognizes the Association during the term of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all full-time and part-time certified personnel and all non-certified personnel, but excluding the following:
 - 1.1.1 All administrative and supervisory personnel
 - 1.1.2 All “confidential employees” as defined by N.J.S.A. 34:13A-3
 - 1.1.3 All non-certified personnel whose primary duties relate to the installation, operation and/or maintenance of the district’s computer and communication systems
 - 1.1.4 All non-instructional aides
 - 1.1.5 All office personnel assigned to the Superintendent’s Office
 - 1.1.6 All office personnel assigned to the Business Office
 - 1.1.7 All office personnel assigned to the office of Curriculum Development
 - 1.1.8 Substitute teachers including long-term substitutes
 - 1.1.9 Probationary custodians (those employed for less than ninety (90) days
 - 1.1.10 Subcontracted employees, for example cafeteria workers
 - 1.1.11 The District Network Manager and all computer technicians
 - 1.1.12 The Community School Director and community school employees
 - 1.1.13 The Supervisor of Buildings and Grounds
- 1.2 For clarification purposes while reading this contract, unless otherwise indicated, the term “teacher” applies to all certified staff and those pending certification, performing duties aligned with their certification, e.g. librarians, counselors, and members of the CST. The term “custodian” applies to custodians, head custodians and maintenance. The terms “secretary”, “driver”, and “teacher assistant” apply to all within those terms.
- 1.3 Unless governed by statute or code “Superintendent” applies to the Superintendent or his/her administrative designee as long as the designee is not a member of the Association and this does not impact on the Grievance Procedure.

Article 2 – Negotiating Procedures

- 2.1 The Middlesex Education Association and the Middlesex Board of Education agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement and any amendments to this Agreement.

- 2.2 The Board shall make available to the Association for inspection, all relevant records and data available to the public and shall provide the Association with a complete budget, which has tentatively been adopted by the Board for the next fiscal year on the date that it is tentatively adopted by the Middlesex Board of Education.
- 2.3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. All meetings between the parties for the purposes of negotiations shall be scheduled, whenever possible, to take place when employee representatives and Board representatives involved are free from assigned duties and other responsibilities. When, however, the parties mutually determine that the meeting shall be scheduled during the school day, the employee representatives involved shall be excused from their duties and suffer no loss of pay.
- 2.4 Should either party determine that it wishes to negotiate a modification or amendment to this Agreement, it may reduce such proposed modification or amendment to writing and present it to the other party for consideration. There shall be no requirement upon either party, however, to agree to negotiate any such modification or amendment.
- 2.5 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, submitted to the respective parties for ratification and be signed by the Board and the Association. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.6 Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative.
- 2.7 The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares impasse.
- 2.8 The parties recognize their statutory obligations to negotiate in good faith with one another in regards to terms and conditions of employment of unit employees. All MEA and BOE members will receive the final contract within three (3) months of ratification of the contract by both sides.
- 2.9 The parties acknowledge that all signatories to a Memorandum of Agreement which states that the representatives of the Board and the Association agree with the terms expressed therein have specifically noted

their acceptance of all terms and conditions of employment expressed within the Memorandum of Agreement.

- 2.10 The parties agree that an Agreement to “make every good faith effort to obtain ratification by their respective principals” prohibits the signatories to such an agreement from taking actions which are either inimical to the collective bargaining process or which are intended to compromise the integrity of that process.

Article 3 – Grievance Procedure

3.1 Definition

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

3.2 Purpose

- 3.2.1 The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problem which may from time to time arise affecting the terms and conditions of employment of employees covered by this Agreement. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.
- 3.2.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association be given the opportunity to be present at such adjustment and to state its views.

3.3 Procedure

- 3.3.1 In the event a grievance is filed at such time that it cannot be processed through all steps in this Grievance Procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practical. Any grievance must be initiated in writing within thirty

(30) school days after the grievant knew or should have known of the existence of the grievance.

3.3.2 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step and shall be deemed to constitute an abandonment of the grievance.

3.3.3 **Level One**

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

3.3.4 **Level Two**

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

3.3.5 **Level Three**

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

3.3.6 **Level Four**

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

- a. If arbitration is requested, the arbitrator shall be selected under the rules of the Public Employment Relations Commission and shall not hold any hearings until at least thirty (30) school days after the determination at Level Three; and in the event the aggrieved party elects to pursue remedies through the Department of Education, the arbitration proceeding shall forthwith be canceled and all costs incurred thereby assumed by the Association.
- b. Grievances concerning the interpretation, application, or alleged violation of the written Agreement shall be subject to binding arbitration. Grievances concerning: (1) the interpretation, application, or alleged violation of Board policies or administrative decisions; (2) a complaint of a non-tenured teacher which arises by reason of his/her not being reemployed; (3) a complaint by any teacher occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; and (4) any matter not contained in the Agreement between the parties shall not be subject to either advisory or binding arbitration.
- c. The arbitrator shall be limited to the issues submitted to him/her and will not add to or subtract from or modify the terms of the Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules or regulations having the force or effect of law. The arbitrator's decision shall not usurp the functions or powers of the Board as provided by statute or be inconsistent with the provisions of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties.

3.4 **Miscellaneous**

- 3.4.1 A separate file for grievances will be maintained and all documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
- 3.4.2 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary forms shall be prepared jointly by the Superintendent and the Association and shall be given appropriate distribution to facilitate the functioning of the grievance procedure.
- 3.4.3 All decisions rendered in the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be

submitted promptly to all parties in interest. All meetings and hearings under this procedure shall not be conducted in public.

3.4.4 If a grievance affects a group or a class of employees, the Association may process such grievances as a single grievance by submitting the grievances in writing (to so classify such grievances) at the first or second level, whichever is appropriate.

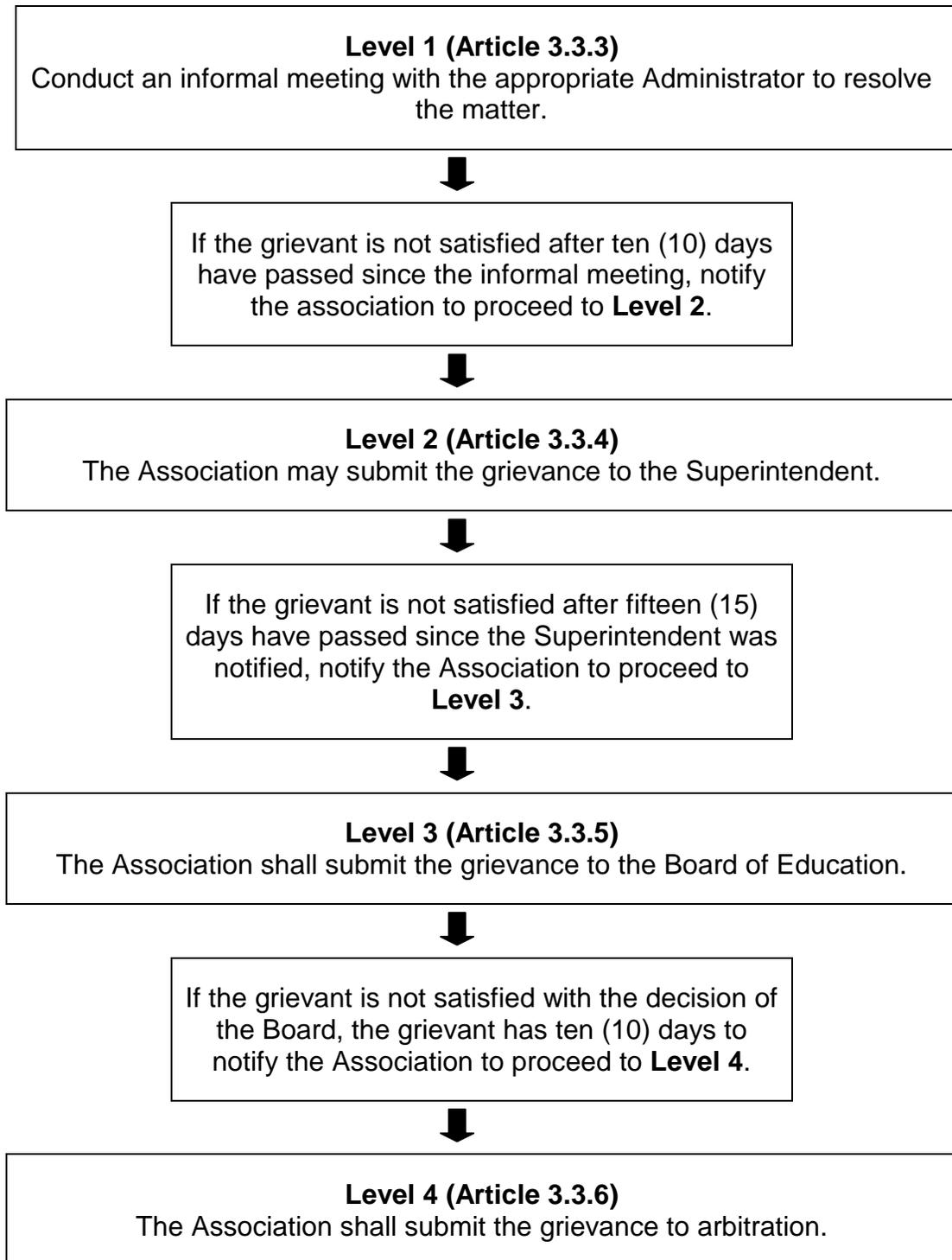
3.4.5 School day shall be a day when teachers are required to be in attendance and shall include not only student days but teacher days (i.e., in-service training days).

3.5 **Rights of Employees to Representation**

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

3.6 Grievance Procedure and Timeline

Any grievance must be initiated, in writing, within thirty (30) days after the grievant knew or should have known of the existence of a grievance.



Article 4 – Employees’ Rights

- 4.1 The Board and the Association hereby agree that every employee within the bargaining unit shall have and be protected in the exercise of the right – freely and without fear of penalty or reprisal – to form, join, and assist the Association and its affiliates or to refrain from any such activity.
- 4.2 Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- 4.3 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of a reasonable size and shall note only identification of membership.
- 4.4 No teacher, as defined by article 1.2 of this collective bargaining agreement shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any dispute regarding the imposition of such discipline shall be subject to the grievance procedure to the level of binding arbitration, to the extent required by the provisions of the collective bargaining agreement, and applicable statutory law.
- 4.5 No non-certified employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or denied renewal of contract without just cause. Any dispute regarding the imposition of such discipline shall be subject to the grievance procedure to the extent of binding arbitration, to the extent required by the provisions of the collective bargaining agreement, and applicable statutory law.
- 4.6 Student grades shall be determined by the teacher upon his/her professional judgment within the grading policy of the Borough of Middlesex School District. In cases where a student’s grade is requested to be changed, the principal will first discuss the change of grade with the teacher. If the grade is changed in opposition to the teacher, the teacher may make a report in writing to the principal. Upon receipt of this report by the principal, the report will be countersigned by the principal and returned to the teacher.
- 4.7 Any derogatory criticism of an employee or employer shall be made to him/her in private, so as to avoid embarrassment to that individual.

4.8 Any complaints regarding an employee made to any member of the Administration by any parent, student, or any other person shall be called to the attention of the employee within three (3) school days from when the incident was reported. The employee shall be given an opportunity to respond to and/or rebut any such complaints within ten (10) school days from the date of notification.

4.9 **Personnel Files**

4.9.1 Employees shall have the right upon reasonable notice of request to review personally the contents of his/her personnel file in the presence of the principal or Superintendent or their designee.

4.9.2 No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or the designee and attached to the file copy.

Article 5 – Association Rights

5.1 Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance meetings, he/she shall suffer no loss of pay or personal days.

5.2 Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times provided that they shall not interfere with or interrupt normal school operations or employee responsibilities.

5.3 With permission granted by the appropriate administrator, the Association shall be able to use school facilities and equipment for carrying out Association business provided that such use does not interfere with the operation of the school or the district. The Association shall reimburse the Board for the costs of repair or replacement of such equipment. Replacement shall be with another piece of equipment of the same type and equal serviceability to the district. The Association shall provide its own paper or reimburse the district at the end of the school year.

5.4 The Association shall have the right to use the inter-school mail facilities and school mailboxes to a reasonable extent unless this use interferes in any way with normal school functioning. The building principal and

Superintendent shall be given a copy of material simultaneously when distributed to members at their schools.

- 5.5 The Board shall make available to an Association representative a copy of the agenda and minutes of all regular and special meetings of the Board upon request.
- 5.6 The Association will be invited to take part in the planning of the orientation program for potential Association members. Time will be allocated during the orientation period when the Association shall have the responsibility of distributing this Agreement and other pertinent material. All members shall be notified by the Administration of their responsibility to attend the complete orientation program.
- 5.7 The Association shall have in each school building a bulletin board in the faculty lounge or employee dining room. Copies of all materials to be posted shall be given to the building principal's and the Superintendent's offices.
- 5.8 The Association shall be responsible for acquainting its members with their responsibilities under the Agreement. The Board will share the cost of printing said Agreement equally with the Association.
- 5.9 The Board shall grant to the President of the Association during his/her term in office the right to be excused from all but classroom duties in order to carry out the requirements of the office. The Board will schedule the Association President's prep period the first or last period of the day or a period mutually agreed upon. The Board will also grant to the President the right to be excused from one teaching assignment, that is, one less than the maximum he or she could be assigned, or the equivalent compensatory time.
- 5.10 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization except as may be required by law.

Article 6 – Hours and Working Conditions

6.1 Teachers

6.1.1 Work Day Responsibilities

- a. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.

- b. The total in-school workday shall consist of not more than seven (7) hours and twenty (20) minutes, which shall include a duty-free lunch. The work day will be lengthened by a maximum of sixty (60) minutes, starting with student dismissal, one day per month for a scheduled faculty meeting; advance notice of one week must be given; no faculty meetings can be held on early dismissal days, Fridays, or days before holidays, except in cases of emergency. The Association shall have the right to speak at any faculty meeting at the end of the agenda. The workday will be lengthened by thirty (30) minutes for staff development activities on early dismissal days up to a maximum of five (5) such days per year.
- c. Teachers are required to be in their respective classrooms or at their assigned posts fifteen (15) minutes before the opening of the morning session, and at least five (5) minutes before the opening of the afternoon session, and shall remain in their classrooms thirty (30) minutes after the close of the students' day, except if the teacher is on a duty assignment. On Fridays or on days preceding holidays or vacation, the teachers' day shall end fifteen (15) minutes after the close of the students' day, including those teachers who are assigned to duty on that day.
- d. The Superintendent shall determine how the instructional times are to be included in the workday.
- e. Teachers who volunteer to be at a morning duty prior to the regular scheduled sign-in time will have their dismissal time reduced accordingly.

6.1.2 **Scheduling**

- a. The total in-school work year for teachers employed on a ten month basis shall not exceed 186 days, which includes three (3) emergency days. All teachers new to the Middlesex District shall be required to work one additional orientation day. In no case shall the actual days worked be less than 183 regardless of the number of days required for emergencies. If all three (3) emergency days are not used by April 30th, any unused days shall be returned to the Memorial Day weekend. The last four (4) days of the school year will be half-days for both students and teachers.
- b. Preschool to Grade 5 teachers shall be guaranteed six (6) uninterrupted preparation periods per week of at least thirty (30) minutes in duration during a normal work week.
- c. Grade 6-12 teachers who teach six (6) periods shall be guaranteed six (6) uninterrupted preparation periods and teachers who teach five (5)

periods shall be guaranteed five (5) uninterrupted preparation periods in a normal week. The length of the normal classroom period shall determine the length of the preparation period of a normal school day.

- d. Preschool to Grade 5 teachers and Grade 6-12 teachers who teach six (6) periods per day will be assigned no more than two (2) duties per week.
- e. Grade 6-12 teachers with less than six (6) teaching periods a day may be assigned additional scheduled duties. Scheduled teaching periods plus scheduled duties may not total more than 32 periods per week.
- f. Teachers who suffer the loss of a guaranteed preparation period or the shortening of a guaranteed preparation period by twenty (20) minutes or more as a result of being assigned to provide substitute coverage for a class shall be compensated at the rate of \$35 per class period or equivalent compensatory time for each guaranteed preparation period lost. It will be the teacher's responsibility to select the type of compensation and to complete the necessary form(s).

6.1.3 **Teaching Assignments**

- a. Departmentalized classroom teachers are those assigned to a secondary schedule within one or more of the following areas:
 - Language Arts/Literacy
 - Health/Physical Education/Family Consumer Science
 - Mathematics/Computer Science
 - Science
 - Social Studies
 - Visual and Performing Arts
 - World Languages
 - Work Place Readiness
 - Special Needs including Special Education, ESL, AAP, Basic Skills
- b. Departmentalized classroom teachers shall not be required to teach more than two (2) major subject areas with no more than a total of four (4) teaching preparations per day in those areas. Departmentalized classroom teachers may be assigned to teach five (5) or six (6) periods per day.
- c. Teachers may volunteer to teach an extra class five (5) periods a week for the full school year for compensation of \$9,000, which is pensionable and can be pro-rated for semester courses.

- d. The Administration will make every reasonable effort to assign a teacher no more than four (4) consecutive classes or combination of classes and duty periods.

6.1.4 **Department Chairpersons**

- a. The following are recognized Department Chairpersons:

- Language Arts/Literacy
- Social Studies
- Science
- Mathematics/Computer Science
- World Language
- Work Place Readiness
- Visual and Performing Arts
- Health/Physical Education/Family Consumer Science

- b. Work Day:

- Maximum of five (5) periods for teaching assignments
- One duty free lunch period
- One preparation period
- One department-chairperson period
- One period for duties to be assigned by the principal or Superintendent

6.1.5 Teachers may leave the building during their scheduled duty-free period or lunch period if no conference or previous commitment has been made. However, teachers must notify the office that they will be out of the building and must notify the office again when they have returned via a sign-out book located in the main office.

6.1.6 Teacher participation in those activities for which extra contracts are issued will be voluntary. The renewal date of contracts for these positions shall coincide with the issuance date of the teachers' regular contract.

6.2 **Secretaries**

6.2.1 A normal work week for secretaries designated as secretary in Article 1 shall consist of five (5) working days, namely Monday through Friday.

6.2.2 A normal work week shall consist of thirty-five (35) hours (excluding lunch).

6.2.3 **Secretary Hours**

6.2.3.1 Hours for twelve-month secretaries

- a. 8:00 a.m. to 4:00 p.m., September to school closing
- b. 8:00 a.m. to 3:00 p.m. or 7:30 a.m. to 2:30 p.m., Monday following school closing until opening in September
- c. Starting and closing times may be altered by the particular needs of the individual office to which a secretary is assigned as determined by their immediate supervisor.

6.2.3.2 Hours for ten and a half month secretaries

- a. 8:00 a.m. to 4:00 p.m. from two weeks before September 1st through June 30th.
- b. Starting and closing times may be altered by the particular needs of the individual office to which a secretary is assigned as determined by their immediate supervisor.

6.2.3.3 Hours for ten month secretaries

- a. 8:00 a.m. to 4:00 p.m. from September 1st through June 30th.
- b. Starting and closing times may be altered by the particular needs of the individual office to which a secretary is assigned as determined by their immediate supervisor.

6.2.4 No medical attention or medication is to be given by office personnel. Minor injuries, band-aids, etc., will be handled in a nurse's absence.

6.2.5 Secretaries will not be called upon to physically move heavy general supply deliveries.

6.2.6 Secretaries will be provided with a twenty (20) minute break each day.

6.2.7 Secretaries shall be granted seniority rights in their respective class based upon their number of years in the district.

6.2.8 **Overtime**

- a. A secretary who works more than forty (40) hours in a week (Sunday through Saturday) shall be compensated at a rate of time and one-half or in compensatory time at the rate of one and one-half times the amount of overtime worked with the approval of his/her supervisor.

- b. When schools are closed because of weather conditions or other emergencies, secretaries will not be required to report to work.

6.2.9 **New Hires**

- a. The work year for secretaries initially employed in a secretarial position in the district on or after July 1, 1995, shall be ten, ten and one half, or twelve months as determined by the Board at the time the secretary is hired. This will not affect any person who was employed before July 1, 1995.
- b. Secretaries hired after June 30, 2001 may have their work year for a particular position lengthened or adjusted to meet the new requirements; a secretary holding the existing position shall be given priority status to filling the position. The Board will not be forced to continue an employee hired after June 30, 2001 in the district if the individual is unwilling and/or unable to perform the duties of the lengthened or adjusted position.

6.3 **Custodians**

6.3.1 A normal work week for custodians designated as custodian in Article 1 shall consist of five (5) working days, namely Monday through Friday. Custodians who were hired after July 1, 1994 could be assigned a normal work week of Tuesday through Saturday. Custodians will be given two weeks notice before a change in scheduling.

6.3.2 A normal work week shall consist of forty (40) hours (excluding a thirty (30) minute lunch).

6.3.3 **Custodian Hours**

- a. First shift – 6:30 a.m. to 3:00 p.m. includes a thirty (30) minute non-paid meal break.
- b. Second shift – 3:00 p.m. to 11:00 p.m. includes a thirty (30) minutes paid meal break.
- c. Alternate second shift – 10:30 a.m. to 7:00 p.m., 2:45 p.m. to 10:45 p.m., or 3:30 p.m. to 11:30 p.m. all of which include a thirty (30) minute paid meal break.
- d. Summer Hours – 5:30 a.m. to 2:00 p.m., 6:00 a.m. to 2:30 p.m., 6:30 a.m. – 3:00 p.m., 8:30 a.m. to 5:00 p.m., and 11:30 a.m. to 8:00 p.m.

- e. Employees hired prior to July 1, 2002 will not be involuntarily transferred to a change in shift.
 - f. Shift start/stop time may be adjusted as needed by Administration on a temporary basis and with the agreement of said custodian(s).
- 6.3.4 Custodians on second shift will be released every two (2) months to attend Association meetings. This shall be limited to two (2) employees and prior authorization must be requested and shall not be reasonably withheld. This time will be made up at a later date.
- 6.3.5 Custodians shall receive a twenty (20) minute break.

6.4 **Drivers**

- 6.4.1 The normal work week for drivers shall be five (5) days from Monday through Friday.
- 6.4.2 Drivers' normal workday shall be fifteen (15) minutes before their first pupil pick up and fifteen (15) minutes after their last pupil drop off. Drivers shall receive a forty-five (45) minute duty-free lunch period except in emergency situations, which shall be defined as an unavoidable event.
- 6.4.3 Drivers shall not be required to work when students are not required to report to school within or outside of the district. If a Middlesex student being bused out of the district is required by his/her school calendar to attend classes on a day or days when the Middlesex schools are closed, transportation of this student remains the duty of the driver and the driver is required under such circumstances to work on that day and to provide transportation of said student or students.
- 6.4.4 Drivers shall not be called upon to physically move heavy general supplies.
- 6.4.5 If the number of days that students must be bused out of the district when Middlesex Borough schools are closed exceeds five (5), the drivers will be compensated for the days over five (5).
- 6.4.6 Drivers must submit proof of a valid CDL license annually. Failure to submit a license when requested will result in termination. Any change in license status must be reported immediately to their immediate supervisor.

6.5 **Overtime – Custodians and Drivers**

- 6.5.1 An employee who works more than forty (40) hours per week shall be compensated at a rate of time and one-half or in compensatory time at the rate of one and one-half times the amount of overtime worked with the approval of his/her supervisor. If a holiday falls within the forty (40) hours, it is included in the forty (40) hours. Any day, which is paid for, shall count in computing weekly overtime.
- 6.5.2 An employee who works on a holiday shall receive time and one-half provided he/she works the day before and after the holiday. For example:
- a. Holiday falls on Wednesday and employee works all five (5) days during that week, pay should be calculated as follows:

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

6.6 **Car Allowance**

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

6.7 **Licensing**

- 6.7.1 Any custodian taking a course to obtain a black seal license or a CDL license at the request of Administration shall be reimbursed in full for the tuition or fee upon successful completion. Custodians hired after September 1, 2005 are required to obtain a black seal license within one year of employment.
- 6.7.2 All non-school certified nurses hired after January 1, 2006 must complete their certification within three (3) years of their employment date.

6.8 **Physicals**

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

6.9 **Non-Certified Staff Reduction in Force**

6.9.1 In the event that there is a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, non-certified staff shall be laid off in the inverse order of their seniority.

6.9.2 In the event that within eighteen (18) months from the date of his/her layoff a vacancy occurs in a classification which he/she previously held, a laid off employee shall be entitled to recall thereto in the order of his/her seniority if he/she had notified the Business Administrator in writing within thirty (30) days from his/her date of layoff that he/she desires to be recalled.

6.9.3 Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district by certified mail return receipt requested. Within ten (10) days after posting such notice of recall the employee shall notify the Business Administrator in writing whether or not he/she desires to return to such work. If he/she does not do so, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within two (2) days from the date he/she receives the recall notice or within such period of time as set forth in a written extension of time signed by the Business Administrator or his/her designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

6.10 **Teacher Assistants**

6.10.1 The normal work week for Teacher Assistants shall be consistent with the work week of the classroom teacher. The workday shall be the same length as the teacher day, excluding faculty meeting time, and including a duty free lunch and a twenty (20) minute break each day.

6.10.2 The work year for Teacher Assistants shall consist of all instructional days for students plus two additional days for professional development.

6.10.3 **Seniority, Reduction in Force, and Transfers**

- a. Seniority shall accrue from the date of initial employment as a Teacher Assistant. Teacher Assistants who were formerly teacher aids and who have worked in the district for three (3) or more years will be granted seniority with the implementation of this contract.
- b. Seniority will apply in the event of a reduction in force only after the employee has served for three (3) work years in the district.
- c. In the event of a reduction in force, employees with less than three (3) years service will be laid off at the discretion of the Board before any employees with three (3) or more years of service.
- d. In the event of a reduction in force affecting employees with three (3) or more years of seniority, where in the judgment of the Superintendent the employees are equal in performance, the employees shall be laid off in the inverse order of their seniority.
- e. In the event that within eighteen (18) months from the date of his/her layoff a vacancy occurs in a classification which he/she previously held, a laid off employee shall be entitled to recall thereto in the order of his/her seniority if he/she had notified the Business Administrator in writing within sixty (60) to ninety (90) days from his/her date of layoff that he/she desires to be recalled.
- f. Notwithstanding paragraphs d. and e. above, under no circumstances shall an assistant in a particular assignment be entitled to "bump" an assistant in another assignment, for example a "Special Education" assistant cannot "bump" a "Library" assistant.
- g. Postings for assistant positions will indicate the assignment related to that position, but this shall not preclude the administration from making transfers between assignments, as it deems necessary.
- h. If an assistant is transferred to a different assignment, seniority earned in all previous assistant or aide assignments is carried into and attached to the new assignment.

6.11 **Holiday and Vacation Schedules for Secretaries and Custodians**

6.11.1 Secretaries shall be entitled to the following holidays:

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

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

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

6.11.2 Custodians shall be entitled to the following holidays:

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

Custodians will also be entitled to two (2) "floating days" to be taken any time during the year after notifying their immediate supervisor.

6.11.3 Twelve (12) month secretaries, custodians and maintenance personnel shall be entitled to two (2) weeks (10 working days) paid vacation after one (1) year of service.

4 years – 11 days	9 years – 16 days
5 years – 12 days	10 years – 17 days
6 years – 13 days	11 years – 18 days

7 years – 14 days
8 years – 15 days

12 years – 19 days
13 years – 20 days

- 6.11.4 Vacation time for secretaries and custodians is not cumulative and must be taken within the limits of the contract year; however, with mutual agreement of employee and direct supervisor vacation time may be taken in the next contract year. Vacations are to be taken whenever possible during school summer closing or during the school year when children are not in school. Holidays that fall during scheduled vacations will be considered holidays and not vacation.

Article 7 – Class Size

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

Article 8 – School Calendar

The Board shall adopt a two (2) year school calendar no later than May 15th. The second year calendar shall include the starting and ending dates and all major traditional holidays. The Superintendent shall, prior to making recommendations to the Board concerning the adoption of the school calendar, consult with representatives designated by the Association concerning the composition of the calendars.

Article 9 – Non-Teaching Duties

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

Classroom teachers shall not be required to drive students to activities which take place away from the school building. A classroom teacher may do so voluntarily, however, with the prior approval of a member of the Administrative staff. He/she should be compensated at the established travel reimbursement rate per mile for the use of their own automobile with prior approval. Teachers who travel from school to school as assigned by the Administrative staff shall be granted a minimum of fifteen (15) minutes to a maximum of twenty-five (25) minutes between assignments to clean up, travel, and prepare for their next assignment.

Article 10 – Teacher Employment

- 10.1 Teachers presently employed shall receive notification of their contract status by May 15th of each year with signed contracts to be returned no later than June 1st.
- 10.2 Previously accumulated, unused sick days will be restored to all teachers returning from a granted leave of absence.
- 10.3 Teachers planning to terminate employment shall notify the Administration in writing of their intention no later than April 30th.
- 10.4 Teachers employed prior to February 1st of the calendar year shall be placed on the proper step of the salary guide and shall be entitled to the increment normally granted as of September 1st of the next succeeding school year.

Article 11 – Salaries

11.1 Salary Guide Level Qualifications

- 11.1.1 Teachers shall qualify for placement on Level A of the teachers' salary guide provided they hold a Bachelor's Degree from an accredited college or university.
- 11.1.2 To qualify for placement on Level B of the attached teachers' salary guide, a teacher must hold a Bachelor's Degree plus a minimum of twenty-one (21) graduate level credits from an accredited college or university.
- 11.1.3 To qualify for placement on Level C of the attached teacher's salary guide, a teacher must hold a Master's Degree in a graduate program approved by an accredited college or university.
- 11.1.4 To qualify for placement on Level D of the attached teachers' salary guide, a teacher must hold a Master's Degree plus a minimum of thirty (30) graduate level credits, of which at least thirty (30) graduate credits must be in content courses relating to his/her present assignment.
- 11.1.5 To qualify for placement on Level E of the attached teachers' salary guide, a teacher must hold a Masters Degree plus a minimum of sixty (60) graduate level credits or a Doctorate Degree from an accredited

college or university, of which at least thirty (30) graduate credits must be in the content courses relating to his/her present assignment.

11.2 **Payment**

11.2.1 Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

11.2.2 Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

11.2.3 All employees shall be paid on the 14th and the 29th of the month. When a payday falls on or during a school holiday, vacation, or weekend, paychecks will be distributed on the last previous workday.

11.2.4 Teachers shall receive their final checks on the last working day in June if all records are completed and approved by the building principal.

11.2.5 The Board will continue the present payroll deduction program for annuity plans provided that payroll deductions will not be required for more than a total of eight (8) such annuity plans in any school year.

11.3 Teachers teaching less than five (5) periods per day shall be considered part-time and compensation shall be pro-rated based on the appropriate salary guide step; e.g., teachers employed for three assigned periods will receive 3/6 of the appropriate step; teachers employed for four assigned periods will receive 4/6 of the appropriate step.

11.4 **Secretarial, Custodial, and Maintenance Salaries**

Secretaries, custodians, and maintenance personnel will be placed on their respective salary guides according to work experience in the above categories. Twelve (12) month employees whose first day of employment is December 31st or earlier shall move one (1) step on the salary guide. Those whose first day of employment is January 1st or later shall remain on the same step of the guide during the following fiscal/contract year. Ten (10) or ten and a half (10.5) month employees whose first day of employment is February 1st or earlier shall move one (1) step on the salary guide.

11.5 **Secretarial Salaries**

11.5.1 Secretaries hired before September 1, 2005 will receive credit on the longevity guide equal to their placement on the salary guide. Secretaries hired after September 1, 2005 will receive credit on the

longevity guide equal to their number of completed years of secretarial service in the district.

11.6 **Custodial Salaries**

- 11.6.1 Employees holding a black seal license shall receive \$500 per year.
- 11.6.2 All schools shall have a custodian designated as head custodian. Custodians designated as head custodian in the High School and Mauger School shall receive \$900 differential per year. Custodians designated as head custodians in an elementary school shall receive a \$600 differential per year.
- 11.6.3 Custodians who secure and maintain a CDL driver's license at the request of the Administration will be compensated an additional \$350 per year.
- 11.6.4 Employees assigned the head custodian responsibilities who perform said duties for five (5) consecutive working days or more shall receive the appropriate portion of the above differentials. Every attempt will be made to assign this responsibility to only one individual for each period of absence.
- 11.6.5 The Board agrees to furnish three (3) sets of approved work uniforms plus two (2) work shirts. The employee is required to wear the same while in performance of his/her work.
- 11.6.6 The Board agrees to provide suitable inclement weather gear as needed.
- 11.6.7 The Board agrees to provide \$100 per year to maintenance and custodians toward the purchase of one (1) pair of safety shoes. The Board will make available a pair of safety glasses or goggles to all maintenance and custodial employees in each building.
- 11.6.8 Custodians employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- 11.6.9 Custodians employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- 11.6.10 Custodians and maintenance employees will receive credit on the longevity guide equal to their number of completed years of custodial and maintenance service in the district.

11.7 **Teaching Assistants**

Teaching Assistants shall be given annual employment contracts fixing annual salaries.

11.8 **General Provisions**

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

11.8.2 The Board will pay for all full year extra contracts in two increments – halfway through the activity and at the end of the activity. These pay periods will be at the middle of the month closest to the mid-point of the activity and then at the end of the activity. Extra contracts that are not for a full year, including summer work, will be paid within six (6) weeks of the completion of the contract.

Article 12 – Teacher Assignments

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

Article 13 – Transfers and Reassignments

13.1 **Assignments**

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

13.2 **Teacher Transfer Requests**

Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than March 1st. Such statement shall include the grade and/or subject to which a teacher desires to be

assigned and the school or schools to which he/she desires to be transferred in the order of his/her preference.

13.3 **Preference in Reassignment**

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. An “open position” is a position made available due to a resignation, retirement, leave of absence, transfer, reassignment, termination or promotion. Teachers being involuntarily transferred or reassigned may request in writing the positions in order of preference to which they desire to be transferred. It is understood that such changes are not guaranteed by virtue of the request for same but shall be made in accordance with Section 13.1 above.

13.4 As openings occur throughout the year they will be posted on each staff bulletin board at least one (1) week prior to public posting. The posting will include job title, job description, school(s), grade(s), level, and subject area(s). The Superintendent will forward these postings to the President of the Association and to all Association faculty representatives at least one (1) week prior to the scheduled date for public posting.

13.5 **Vacancies**

13.5.1 **Teachers**

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

13.5.2 **Secretarial and Custodial**

- a. All secretarial job openings are to be posted on a bulletin board in each school and in the Administrative building three (3) days before public posting.
- b. All custodial job openings are to be posted on a bulletin board in each school and in the Administrative building three (3) days before public posting.

13.5.3 Employees wishing to be considered for any change in employment will be afforded the opportunity of so stating. This will be done by the use of a standard form filled out by the employee indicating interest in any specified change of situation for which the employee feels he/she is qualified and sent to his/her immediate supervisor. Present employees will be given consideration in filling such positions provided

they are as qualified as any other applicant. Requests will be reviewed by April 15th of each year for the upcoming school year.

Article 14 – Teacher Promotions

- 14.1 As openings occur throughout the year they will be posted on each staff bulletin board at least one (1) week prior to public posting. Notice shall include job title, job description, eligibility requirements, instructions for making application, and closing date for application. The Superintendent will forward these postings to the President of the Association and to all Association faculty representatives at least one (1) week prior to the scheduled date for public posting.
- 14.2 All professional staff members in the employ of the Middlesex Board of Education are entitled to apply for advancement to positions, for which they are qualified, of increased remuneration and/or responsibility within the school district. All qualified internal candidates will be granted an interview.
- 14.3 The Board will consider the Superintendent's recommendation. The Board may interview such applicants, as it desires. Promptly after the Board makes its selection, the Superintendent shall notify the applicants and the Association thereof in writing. Grievances by an unsuccessful applicant, in order to be considered, must be filed no later than five (5) days after receipt of notice of selection.
- 14.4 It is agreed that in cases of filling non-bargaining unit vacancies, grievances which challenge the judgment of the Administration or of the Board in making the selection, shall not be arbitral. Grievances asserting that the Administration or the Board failed to follow the procedure set forth in this Article may be arbitrated as to that question only.
- 14.5 Teachers interested in applying for promotional opportunities which may arise during the period between June and September when school is not in session may pre-file prior to July 1st an application for promotion. Should an opening arise, the Superintendent will inform those teachers who have pre-filed for that opening. The procedure as outlined above shall then be followed as to promotions.

Article 15 – Teacher Evaluation

The primary purpose of staff evaluation is for the improvement of performance. As such, information used in evaluation must be relevant to the employee's position in the district, including the specifics of job performance and general contributions to the district. ***All monitoring, observation and appraisal of the work***

performance of an employee shall be conducted openly and with full knowledge of the employee. Evaluation information must be shared with the employee in such a way as to promote improvement of performance.

Formal evaluation of staff, performed for the purpose of retention or improvement, shall be conducted by a supervisor/certified administrator designated by the Superintendent. Employees will be advised of the title and name of such individual. A blank copy of the observation and evaluation forms will be provided to all employees on the opening day of each school year. Formal evaluations will be conducted in such a manner that data can be collected by the evaluator.

The employee shall sign the observation form as an acknowledgement of having seen the report and comments. All employees have the right to respond in writing to the evaluation and/or observation reports. Such responses shall be attached to the report that becomes part of an employee's personnel file. The employee's signature is required and indicates the acknowledgement of having seen the report and comments.

15.1 Tenured Teachers

15.1.1 The summative evaluation of all tenured teachers will be carried out by May 15th. This evaluation will be based on at least one formal classroom observation.

15.1.2 Each teacher will meet with the evaluator within four (4) school days (or the equivalent if either party is absent) for an informal discussion of the observation. Each employee will be given a copy of the formal observation report prepared by his/her evaluator within seven (7) school days of the observation. If the employee wishes he/she may request additional conference time prior to the observation forms being placed in his/her file. No such observation report shall be submitted to the Central Office, placed in a teacher's file, or otherwise acted upon without an opportunity for a conference with the teacher.

15.2 Non-Tenured Teachers

15.2.1 A summative evaluation of all non-tenured teachers must be presented before statutory deadlines. This evaluation will include data from at least three (3) formal classroom observations.

15.2.2 For teachers employed over a period of two (2) semesters, no more than two (2) of the minimum of three (3) formal observations may be conducted in the same semester.

15.2.3 Each teacher will meet with the evaluator within four (4) school days (or the equivalent if either party is absent) for an informal discussion of the observation. Each employee will be given a copy of the formal

observation report prepared by his/her evaluator within seven (7) school days of the observation. If the employee wishes he/she may request additional conference time prior to the observation forms being placed in his/her file. No such observation report shall be submitted to the Central Office, placed in a teacher's file, or otherwise acted upon without an opportunity for a conference with the teacher.

15.3 **Non-Certified Staff Evaluation**

15.3.1 **Tenured Employees**

A written annual evaluation report must be completed by the employee's supervisor by June 1st. This evaluation must be based upon evidence of job performance throughout the year.

15.3.2 **Non-Tenured Employees**

A written annual evaluation report must be completed by the employee's supervisor prior to statutory deadlines. This evaluation must be based upon evidence of job performance throughout the year. At least two (2) formative reports must be given to the employee during his/her first work year.

Article 16 – No Strike Pledge

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

Article 17 – Teacher Facilities

The Board will make every reasonable effort to provide the following facilities in each school:

Adequate storage space and suitable space for teachers to store coats, overshoes, and other personal articles

A faculty lounge or dining area

A desk, chair, and filing cabinet in each classroom for each teacher

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

Article 18 – Leaves of Absence

18.1 Sick Leave

18.1.1 All employees shall be entitled to one (1) sick day per contract month as of the first official day of said school year whether or not they report for duty on that day. Teaching Assistants shall receive one (1) day of sick leave for a month of service, prorated from the date of employment. Unused sick leave shall be accumulated from year to year with no maximum limit.

18.1.2 In making salary deductions for teachers' and secretaries' excused absences over the amount of time allotted by State Law and Board policy:

a. The Substitute's daily salary shall be the amount deducted. This additional leave shall not exceed thirty (30) days.

b. In making salary deductions in cases where no substitute is employed, the amount deducted shall be the same as if a substitute had been employed.

c. In making deductions for unexcused absences, the entire daily salary shall be the amount deducted. This provision also applies to custodians.

d. In cases of unexcused absences occurring in the month of June after the payroll for the month of June has been prepared, the employee shall reimburse the Board for the amount due prior to the issuance of the final paycheck for the school year.

18.1.3 It shall be the obligation of the employee to certify that the absence resulted from personal illness. Upon request, the employee shall present a physician's statement of illness to the Superintendent.

18.1.4 Teachers who will be absent shall notify the calling service sufficiently early in the evening prior to or on the day of absence to facilitate the

selection of a suitable substitute teacher. Similarly, secretaries shall notify their supervisor and custodians shall notify the Maintenance Supervisor or Business Administrator early in the evening prior to or on the day of absence to facilitate the selection of a suitable substitute.

- 18.1.5 Upon retirement, employees will be paid for unused accumulated sick leave at a rate of \$50.00 per day, with a dollar amount not to exceed \$10,000.

18.2 **On-the-Job Injuries**

- 18.2.1 All injuries incurred while performing school duties, regardless of how minor they may seem, must be reported to the school nurse within one (1) working day from the time of said injuries. Custodians must report such injuries immediately.
- 18.2.2 The school nurse will check the injury and record same.
- 18.2.3 An employee, after being absent from his/her post of duty due to on-the-job injury, must present a report from the doctor certifying that the employee is able to return to work. Such report is to be given to the Secretary of the Board through the school nurse. Custodians shall give such report to the Business Administrator.
- 18.2.4 Whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the provisions of Title 18A:30-2.1 will apply.
- 18.2.5 In the event that any portion of Section 18.2 is contrary to law, the parties herewith agree to utilize the provisions of State Law in lieu thereof.

18.3 **Personal Leave**

- 18.3.1 Personnel may be absent from school duties for two (2) days per year without loss of pay for personal matters which require such absence during school hours. The teachers must make application to the Superintendent, and in the case of the secretaries and custodians, to the Business Administrator, for personal leave. This application must be made at least five (5) school days before taking such leave (except in the cases of emergency) and the applicant for such leave shall not be required to state reasons for taking such leave other than that he/she is taking it under this section with the following qualifications:
 - a. Employees shall not use such personal days immediately prior to or immediately following a school vacation period. In cases of

emergency, when reasons are stated, exceptions may be made by the Superintendent, or in the case of custodians and secretaries, by the Business Administrator.

- b. All unused personal days in any year shall be added to the employee's accumulated sick leave.
- 18.3.2 In addition, a tenured employee or one with three (3) years continuous employment will be granted one additional personal day. This day need not be approved as in Section 18.3.1.
- 18.3.3 Personal leave shall not apply to employees who work less than twenty (20) hours per week.
- 18.4 Other leaves of absence with or without pay may be granted by the Board for good reason.
- 18.5 School shall be closed for up to two (2) days during which the N.J.E.A. Convention is in session.
- 18.6 Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school district – if the teacher is required by law to attend – shall be permitted to the individual with no loss of pay thereto.
- 18.7 Employees shall be provided with all statutory rights with regard to military service as provided by the laws of the State of New Jersey and the Federal laws.
- 18.8 With prior approval, teachers may be granted two (2) days per school year without loss of pay for the purpose of observation of programs in other schools or school districts or conferences of an educational or professional nature. A written report of said observation shall be given to the building principal.
- 18.9 Teachers shall be granted a leave of absence without pay of up to two (2) years for the purpose of full-time Fulbright Scholarship.
- 18.10 A tenured teacher shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.
- 18.11 A leave of absence without pay for up to one (1) year may be granted to any tenured employee for the purpose of caring for a sick member of the employee's immediate family.

18.12 All leave benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.

18.13 **Bereavement Leave**

18.13.1 Personnel may be absent from school without loss of pay for a period not to exceed five (5) working days immediately following the death of a member of the immediate family or other member of the immediate household unless alternative arrangements are made with the Superintendent, but not to exceed five (5) days.

18.13.2 Personnel may be absent from school duties without loss of pay for a period of up to three (3) days because of the death of a close relative.

18.13.3 In the event of the death of a staff member or student in the Middlesex School District, the principal or immediate supervisor of said staff member or student shall grant to an appropriate number of staff sufficient time off to attend the funeral.

18.14 **Maternity Leave**

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

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

18.14.2 The employee shall return to work, unless extended leave for child care has been granted, as soon as she is physically able to perform her duties. The Board may require a certification from the employee's physician as to her medical and physical fitness. The employee shall notify the Superintendent as promptly as possible of the date of her anticipated return to work.

- 18.14.3 An employee may use any or all of her accumulated sick leave for disability due to pregnancy. The Board has the right to require proof of such disability.
- 18.14.4 Employees may apply for a twelve (12) month child care leave which period shall include the period of disability and the balance of the current school year plus such additional time as may be required to have the leave terminated by September 1st. Employees granted such leave must notify the Board no later than February 15th of their intent to return in September. In no event shall such leave exceed twenty-four (24) months. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the schools subject to the Federal and NJ Family Leave Acts.
- 18.14.5 Failure to return to work promptly upon recovery from disability due to pregnancy or to give the required notice of intent to return from child care leave shall be deemed a resignation from employment.
- 18.14.6 Any employee adopting a child shall be eligible for any and all leaves of absence listed in Section 18.14 with the exception of sick leave for disability due to pregnancy. Leave will commence with the pay period immediately proceeding the employee receiving de facto custody of the child or earlier if necessary to fulfill the requirements for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the schools subject to the Federal and NJ Family Leave Acts.

Article 19 – Protection of Teachers, Students and Property

- 19.1 It shall be the responsibility of the Board to maintain the school buildings and grounds in a condition that is conducive to the health, safety, and well being of pupils and employees. It shall be the responsibility of each employee to report, through the building principal, any condition which may be considered unsafe or hazardous.
- 19.2 No persons employed or engaged in a school or educational institution, whether public or private shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school institution; but any such person may within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
 - 19.2.1 To quell a disturbance threatening physical injury to others;
 - 19.2.2 To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;

- 19.2.3 For the purpose of self-defense;
 - 19.2.4 For the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or education institution shall be void.
- 19.3 Employees shall be indemnified against civil and/or criminal actions pursuant to the provisions of Title 18A:16-6 and 16-16.1.
- 19.4 Employees shall, within forty-eight (48) hours, report cases of assault or other injury occurring on the job to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

Article 20 – Personal and Academic Freedom

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

Article 21 – Management Rights

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

Article 22 – Tuition Reimbursement

- 22.1 In order to encourage members of the professional staff to take courses, which will tend to improve their teaching effectiveness and their value to the school district, the Board will pay teachers according to the following conditions outlined below:
- 22.1.1 Courses which relate to a teacher's present or probable future assignment in the Middlesex School District and which will tend to qualify the teacher for advanced placement on the Teacher Salary Guide will be eligible for reimbursement.
 - 22.1.2 The only costs for which the Board will be partly responsible are tuition costs. Matriculation fees, registration fees, laboratory fees, textbooks, reference books, transportation charges, and parking fees are not eligible.
 - 22.1.3 Courses which are required by the New Jersey State Department of Education for initial regular certification of the teacher will not be eligible for reimbursement.
 - 22.1.4 The teacher must obtain a grade of B or better, or a Pass when in a pass/fail grading option in order to be eligible for reimbursement.
 - 22.1.5 A teacher who expects to be reimbursed for a course or courses shall:
 - a. **Prior to taking the course or courses**, submit in duplicate to the Superintendent an application for approval to take courses eligible for tuition reimbursement. One (1) copy of the application form will be returned to the teacher within ten (10) school days stating approval or lack of approval. The application forms (Tuition Reimbursement Form A) may be obtained from the building principal or the Superintendent.
 - b. Submit a reimbursement form to the office of the Superintendent for approval **by June 5th**. Application forms (Tuition Reimbursement Form B) may be obtained from the building principal or the Superintendent.
 - c. Submit a **paid** receipted bill **from the college/university** showing the tuition charges.
 - d. Submit an official transcript or a registrar's grade statement covering the course taken **by June 15th**. No tuition forms will be accepted after this date. (Until an official transcript is received, a computer printout from the college is acceptable for processing.)

- e. Fill out and sign a Board voucher.

22.2 Reimbursement Conditions

- 22.2.1 The Board's total reimbursement for all staff combined in 2005-2006 shall not exceed \$19,000, in 2006-2007 shall not exceed \$21,000, and 2007-2008 shall not exceed \$23,000 per school year. All monies will be reimbursed at the end of the school year. If the total allocation for any school year is exhausted, each staff member qualifying for reimbursement shall receive a pro rata share of the available funds based on the total number of eligible credits completed from July 1st through June 30th of said year. For example, if staff completed 100 eligible credits in 2005-2006 at a cost of over \$19,000, all staff would be entitled to \$190 per credit (\$19,000 total reimbursement divided by 100 credits).
- 22.2.2 Teachers shall receive one hundred percent (100%) of tuition charges or the pro rata share of the available funds based on the number of eligible credits each took in said school year.
- 22.2.3 The Master or Doctorate program must be approved by the Superintendent for reimbursement to occur.
- 22.2.4 A "return service obligation" is required under which teachers will continue to work in the Middlesex School District for two (2) consecutive semesters after the semester for which they most recently received tuition reimbursement or after an approved leave of absence. If they fail to return to work for the Middlesex Board of Education, they will reimburse the district for the money received through the deduction from their last paycheck(s), or through some other legal means. If a teacher is terminated, reduced in force, or permanently disabled and cannot complete the above two (2) semesters of work, the requirement of returning tuition money to the Board will be waived.

Article 23 – Insurance Protection

- 23.1 The Board shall provide health care insurance protection and major medical protection comparable to the existing plans as designated below:
 - 23.1.1 All existing employees as of January 1, 2006, shall have a choice of one of the following:
 - a. Oxford Liberty School Board Plan (POS)
 - b. Oxford Liberty School Board Plan (PPO)

c. Oxford Liberty School Board Plan (Traditional Plan)

Those employees who are enrolled in the Traditional Plan on January 22, 1999 will pay 50% of the difference between Traditional coverage and PPO coverage. Employees enrolled in the Traditional Plan after January 22, 1999 will pay 100% of the difference between the Traditional Plan and PPO coverage. Employees not enrolled in the Traditional Plan as of January 1, 2006 will only have a choice of POS or PPO coverage.

The Traditional Plan will no longer be available to any employee as of June 30, 2008.

- 23.1.2 Employees hired after January 1, 2006 shall have a choice of one of the following:
- a. Oxford Liberty School Board Plan (POS)
 - b. Oxford Liberty School Board Plan (PPO)
- 23.1.3 Full coverage for all major medical costs subject to deductible and co-insurance contributions.
- 23.1.4 For each employee who remains in the employ of the Board for the full school year and who desires coverage, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th.
- 23.1.5 Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall be available for inspection in the Administrative offices.
- 23.1.6 Employees who work less than twenty (20) hours per week shall not be entitled to the insurance benefits provided by this Article.
- 23.2 The Board shall provide family dental and prescription insurance plans for all unit members. Effective January 1, 2006, the pharmacy co-payment for brand-name prescription drugs shall be fifteen dollars (\$15.00) and the pharmacy co-payment for generic drugs shall be ten dollars (\$10.00). For mail-in prescriptions, the co-payment for brand-name prescription drugs shall be ten dollars (\$10.00) and the co-payment for generic drugs shall be five dollars (\$5.00).
- 23.3 For the duration of this Agreement employees shall be offered the option of waiving health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver will, for the school year to

which the waiver applies, receive the following cash incentives paid in two (2) installments, December and June of said year:

Coverage	Single	Parent & Child(ren)	Husband & Wife	Family
Medical	\$1,650	\$2,800	\$3,300	\$4,500
Rx Drug	\$700	\$930	\$1,330	\$1,800
Dental	\$175	\$240	\$240	\$450

New hires who select to waive health benefits shall receive a prorated payment. Re-entry to health coverage shall take place July 1, after an employee elects to not participate, or if there is a change in marital status, upon sixty (60) days written notice to the Board.

- 23.4 The Board shall provide a Flexible Spending Account in accordance with Code Section 125 of the IRS for all association members effective July 1, 2006. The maximum employee contribution to the Medical Flexible Spending Account will be \$1,500 for the 2006-2007 school year. The maximum employee contribution to the Medical Flexible Spending Account for the 2007-2008 school year will be \$2,000.

Article 24 – Dues Deduction

24.1 Deductions

- 24.1.1 The Board agrees to deduct from the salaries of its employees dues for the Middlesex Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. Said monies together with any records of any corrections shall be transmitted to the treasurer of the Middlesex Education Association by the 15th of each month following the monthly pay period in which deduction were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- 24.1.2 Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association, which shall change the rate of membership dues, shall give the Board written notice prior to the effective date of such change.
- 24.1.3 The filing of notice of an employee's withdrawal from the Dues Deduction Plan may be done twice annually:

- a. Prior to December 1st to become effective to halt deductions as of January 1st next succeeding: or
- b. Prior to June 15th to become effective to halt deductions as of July 1st next succeeding.

24.2 The Board agrees to deduct ten percent (10%) of the monthly salary of those teachers who individually and voluntarily authorize the Board to do so. This money is to be deposited by the Board Secretary with a suitable depository who will set up an individual savings account for the teacher.

24.3 **Authorizations**

24.3.1 The Association shall be responsible for supplying the Secretary of the Board with the necessary authorizations for those employees desiring deductions under Section 24.1 above, and under the rules established by the State Department of Education.

24.3.2 The Association shall be responsible for supplying the Secretary of the Board with the necessary authorizations for those teachers desiring deductions under Section 24.2 above, prior to June 15th.

24.4 The Association hereby agrees to indemnify, defend and save harmless the Board any claims which may arise with regard to its deduction of dues provided such acts are in accordance with Sections 24.1.1, 24.1.2 and 24.1.3 of this Article.

24.5 **Representation Fee**

24.5.1 The Association shall, on or before October 15th, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation

fee of such non-members be deducted in accordance with the Agreement.

24.5.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Section 24.5.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

24.5.3 **Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paychecks:

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

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

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

24.7 The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provision of this Agreement.

Article 25 – Fully Bargained Provisions

25.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which

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

Article 26 – Miscellaneous Provisions

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

Article 27 – Instructional Council

27.1 Faculty Councils

- 27.1.1 There shall be established in each school with a supervising principal a Faculty Council. The membership thereof shall be appointed in the following manner: three (3) faculty members may be appointed by the Association and three (3) by the principal.

- 27.1.2 Members of the Faculty Council shall meet periodically upon request of either party during the school year.
- 27.1.3 In addition, the Faculty Council as necessary shall work cooperatively with the District-Wide Council on professional matters and projects pertaining to the school district.

27.2 District-Wide Councils

- 27.2.1 There shall be established in the school district a District-Wide Council. Its membership shall be made up of not less than five (5) or more than seven (7) faculty members appointed by the Association, and such administrators and faculty members as may be designated by the Superintendent.
- 27.2.2 The Superintendent and the President of the Association are ex-officio members of the District-Wide Council.
- 27.2.3 The chairperson of the District-Wide Council shall be elected yearly, rotating each year between administrator and faculty members with the first chairperson being a faculty member.
- 27.2.4 Members of the District-Wide Council shall meet once per marking period.
- 27.2.5 The District-Wide Council shall meet, discuss, and study professional matters pertaining to the school district.
- 27.2.6 The professional matters requiring discussions and study may be initiated by the Council or the Superintendent.
- 27.2.7 Recommendations made by the Council shall be conveyed to the Board by the Superintendent.

27.3 Purpose of the Faculty and District-Wide Council

- 27.3.1 Neither the Faculty Council nor the District-Wide Council shall have as their purpose, nor shall they attempt discussion, determination or settlement of grievances, changes in the interpretation of the Agreement or practices under the Agreement, or additions to or deletions from the Agreement.
- 27.3.2 Matters discussed by Faculty Councils with the principals or the dispositions or recommendations made by the District-Wide Council shall not be the subject of grievances.

- 27.3.3 Nothing in the establishment of the Faculty Councils or the District-Wide Councils shall preclude the Superintendent or building principals from appointing faculty members to or forming within the district other committees or councils of an ad hoc nature to discuss, study, or recommend to administrators on matters of educational concern to the district.
- 27.3.4 The District-Wide Council shall have no authority to make policy, alter existing policy, or in any way depart from established administrative or Board regulations, nor shall it have the authority to make commitments for expenditures of funds. Meetings of the District-Wide Council and the Faculty Council shall take place other than the hours school is in session, unless the Superintendent shall at his/her discretion determine otherwise. Any matter of instructional concern may be brought before the Faculty or District-Wide Council.

Article 28 – Duration of Agreement

This Agreement shall be effective as of July 1, 2005, and shall continue in effect to and including June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents.

Middlesex Education Association

Middlesex Board of Education

President

President

Date

Date

Secretary

Secretary

Date

Date

**Appendix A-1
Middlesex Public Schools**

2005-2006 TEACHER'S SALARY GUIDE

Step	Level A (BA)	Level B (BA + 21)	Level C (MA)	Level D (MA + 30)	Level E (MA + 60)
1	\$41,120	\$42,260	\$43,880	\$45,420	\$46,010
2	41,620	42,930	44,580	46,140	46,740
3	41,920	43,230	44,880	46,640	47,240
4	42,220	43,530	45,180	47,040	47,740
5	42,820	43,830	45,480	47,440	48,240
6	44,020	45,030	46,680	48,840	49,440
7	45,220	46,330	47,980	49,940	50,640
8	47,120	47,630	49,280	51,240	51,840
9	49,310	49,720	51,370	53,330	53,930
10	51,710	52,220	53,870	55,830	56,430
11	54,220	54,730	56,380	58,340	58,940
12	56,850	57,560	59,210	61,070	61,770
13	59,610	60,520	62,170	64,030	64,730
14	62,510	63,490	65,170	67,130	67,630
15	65,650	66,660	68,310	70,270	70,870
16	70,450	70,460	72,260	74,070	74,770
17	72,950	74,260	75,960	77,070	77,870
18	74,400	75,960	77,560	79,470	80,170

**Appendix A-2
Middlesex Public Schools**

2006-2007 TEACHER'S SALARY GUIDE

Step	Level A (BA)	Level B (BA + 21)	Level C (MA)	Level D (MA + 30)	Level E (MA + 60)
1	\$41,120	\$42,660	\$44,650	\$46,650	\$47,230
2	41,760	43,340	45,360	47,390	47,980
3	42,420	44,030	46,080	48,140	48,740
4	43,020	44,530	46,680	48,840	49,440
5	43,620	45,230	47,180	49,440	50,140
6	44,320	45,730	47,680	50,040	50,840
7	45,620	46,830	48,980	51,540	52,140
8	47,020	48,230	50,330	52,740	53,440
9	49,120	49,830	51,880	54,140	54,740
10	51,710	52,120	54,270	56,330	57,030
11	54,260	54,820	56,970	58,930	59,730
12	56,920	57,530	59,680	61,640	62,440
13	59,650	60,560	62,610	64,570	65,470
14	62,610	63,920	65,970	67,930	68,830
15	66,110	67,290	69,370	71,430	72,030
16	69,450	70,760	72,710	74,770	75,470
17	74,450	74,660	76,860	78,770	79,570
18	76,110	78,060	80,030	82,090	82,970

**Appendix A-3
Middlesex Public Schools**

2007-2008 TEACHER'S SALARY GUIDE

Step	Level A (BA)	Level B (BA + 21)	Level C (MA)	Level D (MA + 30)	Level E (MA + 60)
1	\$41,880	\$43,710	\$46,280	\$48,490	\$49,540
2	42,550	44,400	47,020	49,260	50,330
3	43,230	45,110	47,770	50,040	51,130
4	43,920	45,830	48,530	50,840	51,940
5	44,620	46,630	49,280	51,740	52,840
6	45,320	47,430	50,080	52,640	53,740
7	46,120	48,230	50,880	53,540	54,540
8	47,620	49,430	52,080	55,090	55,940
9	49,120	50,930	53,570	56,340	57,340
10	51,370	52,630	55,270	57,840	58,840
11	54,060	55,120	57,880	60,230	61,330
12	56,810	57,920	60,670	62,930	64,230
13	59,570	60,730	63,480	65,740	67,140
14	62,500	64,060	66,710	68,870	70,370
15	65,660	67,620	70,270	72,430	73,980
16	69,610	71,490	74,070	76,330	77,430
17	73,800	75,560	78,110	80,370	81,170
18	78,210	79,860	82,460	84,670	85,520

**Appendix B
Middlesex Public Schools**

SECRETARIAL SALARY GUIDE

STEP	2005 - 2006
1	\$27,480
2	27,750
3	27,970
4	28,090
5	28,340
6	28,580
7	29,700
8	30,870
9	31,920
10	33,010
11	34,610
12	36,070
13	37,570
14	39,900
15	42,830

STEP	2006 - 2007
1	\$28,040
2	28,320
3	28,600
4	28,890
5	29,190
6	29,480
7	29,770
8	31,000
9	32,170
10	33,220
11	34,110
12	35,910
13	38,170
14	39,970
15	43,690

STEP	2007 - 2008
1	\$28,740
2	29,020
3	29,310
4	29,600
5	29,890
6	30,190
7	30,480
8	30,770
9	32,000
10	33,170
11	34,480
12	35,710
13	37,810
14	40,370
15	44,260

SECRETARIAL LONGEVITY

YEARS COMPLETED	AMOUNT
16-18	\$1,100
19-21	1,300
22-24	1,500
25+	1,700

**Appendix C
Middlesex Public Schools**

MAINTENANCE SALARY GUIDE

STEP	2005 - 2006
1	\$40,230
2	40,870
3	41,320
4	41,820
5	42,320
6	43,720
7	45,160
8	46,540
9	47,960
10	49,470

STEP	2006 - 2007
1	\$41,060
2	41,710
3	42,370
4	43,120
5	44,040
6	44,980
7	46,720
8	48,660
9	49,840
10	51,130

STEP	2007 - 2008
1	\$41,930
2	42,600
3	43,280
4	43,970
5	44,820
6	45,840
7	46,880
8	48,720
9	50,860
10	53,370

MAINTENANCE LONGEVITY

YEARS COMPLETED	AMOUNT
13-15	\$900
16-18	1,100
19-21	1,300
22-24	1,500
25+	1,700

**Appendix D
Middlesex Public Schools**

CUSTODIAL SALARY GUIDE

STEP	2005 - 2006	STEP	2006 - 2007	STEP	2007 - 2008
1	\$30,270	1	\$30,860	1	\$31,570
2	30,750	2	31,350	2	32,070
3	31,150	3	31,850	3	32,580
4	31,550	4	32,400	4	33,100
5	32,000	5	32,910	5	33,750
6	32,610	6	33,440	6	34,360
7	33,290	7	34,160	7	34,990
8	33,940	8	34,940	8	35,760
9	34,540	9	35,790	9	36,570
10	35,140	10	36,540	10	37,640
11	36,040	11	37,290	11	38,560
12	36,880	12	38,240	12	39,490
13	38,480	13	39,180	13	40,490
14	40,110	14	40,880	14	41,500
15	41,037	15	42,110	15	43,480
16	43,170	16	44,670	16	46,180

CUSTODIAL LONGEVITY

YEARS COMPLETED	AMOUNT
16-18	\$1,100
19-21	1,300
22-24	1,500
25+	1,700

**Appendix E
Middlesex Public Schools**

DRIVER SALARY GUIDE

STEP	2005 - 2006
1	\$31,100
2	31,720
3	32,320
4	32,970
5	33,620
6	34,270
7	34,920
8	35,570
9	36,220

STEP	2006 - 2007
1	\$31,510
2	32,140
3	32,780
4	33,480
5	34,230
6	34,980
7	35,730
8	36,480
9	37,230

STEP	2007 - 2008
1	\$31,950
2	32,590
3	33,240
4	33,900
5	34,700
6	35,550
7	36,400
8	37,250
9	38,100

**Appendix F
Middlesex Public Schools**

TEACHER ASSISTANT SALARY GUIDE

2005 – 2006	2006 – 2007	2007 - 2008
\$25,030	\$26,080	\$27,190

**Appendix G
Middlesex Public Schools**

EXTRA CONTRACT SALARY GUIDE

DEPARTMENT CHAIRPERSONS

DEPARTMENT CHAIRPERSONS	2005 - 2006	2006 - 2007	2007 - 2008
Health/Phys. Ed/Family Consumer Science	\$4,700	\$4,770	\$4,890
Language Arts Literacy	4,700	4,770	4,890
Mathematics & Computer Science	4,700	4,770	4,890
Science	4,700	4,770	4,890
Social Studies	4,700	4,770	4,890
Visual & Performing Arts	4,700	4,770	4,890
Workplace Readiness	4,700	4,770	4,890
World Languages	4,700	4,770	4,890

HIGH SCHOOL ATHLETICS

HIGH SCHOOL ATHLETICS		2005 - 2006	2006 - 2007	2007 - 2008
Baseball	Head	\$5,380	\$5,480	\$5,610
	J.V. Assistant	4,250	4,340	4,450
	Freshman Assistant	3,970	4,060	4,160
Basketball (Boys)	Head	5,990	6,090	6,220
	J.V. Assistant	4,250	4,340	4,450
	Freshman Assistant	3,970	4,060	4,160
Basketball (Girls)	Head	5,990	6,090	6,220
	J.V. Assistant	4,250	4,340	4,450
	Freshman Assistant	3,970	4,060	4,160
Bowling		2,100	2,190	2,320
Cheerleading	Basketball	3,270	3,360	3,490
	Football	3,560	3,650	3,780
	Wrestling	3,270	3,360	3,490
Competitive Cheerleading		3,270	3,360	3,490
Cross Country	Head	4,810	4,910	5,040
	Assistant	3,660	3,750	3,860

**Appendix G
Middlesex Public Schools**

EXTRA CONTRACT SALARY GUIDE

HIGH SCHOOL ATHLETICS (continued)		2005 - 2006	2006 - 2007	2007 - 2008
Football	Head	\$6,420	\$6,520	\$6,650
	J.V. Assistant (2)	4,620	4,710	4,820
	Freshman Assistant (2)	4,200	4,290	4,390
Golf		4,810	4,910	5,040
Soccer (Boys)	Head	5,380	5,480	5,610
	J.V. Assistant	4,250	4,340	4,450
	Freshman Assistant	3,970	4,060	4,160
Soccer (Girls)	Head	5,380	5,480	5,610
	J.V. Assistant	4,250	4,340	4,450
Softball	Head	5,380	5,480	5,610
	J.V. Assistant	4,250	4,340	4,450
	Freshman Assistant	3,970	4,060	4,160
Tennis	Boys Head (Spring)	4,810	4,910	5,040
	Girls Head (Fall)	4,810	4,910	5,040
	J.V. Assistant (Girls)	3,690	3,780	3,890
Track	Head (Boys)	5,380	5,480	5,610
	Assistant (Boys)	4,250	4,340	4,450
	Head (Girls)	5,380	5,480	5,610
	Assistant (Girls)	4,250	4,340	4,450
Wrestling	Head	5,990	6,090	6,220
	J.V. Assistant	4,250	4,340	4,450
Weight Room Supervisor		2,800	2,840	2,890

**Appendix G
Middlesex Public Schools**

EXTRA CONTRACT SALARY GUIDE

VON E. MAUGER MIDDLE SCHOOL ATHLETICS

VON E. MAUGER MIDDLE SCHOOL ATHLETICS	2005 - 2006	2006 - 2007	2007 - 2008
VM Interscholastic Basketball (Boys)	\$2,010	\$2,100	\$2,500
VM Interscholastic Basketball (Girls)	2,010	2,100	2,500
VM Interscholastic Cross Country	1,710	1,800	2,200
VM Interscholastic Track	1,870	1,960	2,150
VM Interscholastic Wrestling	2,010	2,100	2,500

GROUP A CO-CURRICULAR ACTIVITIES

GROUP A CO-CURRICULAR ACTIVITES	2005 - 2006	2006 - 2007	2007 - 2008
HIGH SCHOOL			
HS Class Advisor - Freshman	\$1,090	\$1,140	\$1,190
HS Class Advisor - Sophomore	1,090	1,140	1,190
HS Detention Morning Monitor	1,090	1,140	1,190
HS Detention Saturday Monitor (2)	1,090	1,140	1,190
HS Graduation Coordinator	850	850	850
HS National Honor Society Advisor	1,090	1,190	1,250
HS Robotics Team Head Advisor	1,350	1,850	2,380
Advisors (3)	1,200	1,550	1,800
VON E. MAUGER MIDDLE SCHOOL			
VM Detention Morning Monitor	\$1,090	\$1,140	\$1,190
VM Intramural Sports - Lower School	1,090	1,150	1,210
Fall (Flag Football)	1,090	1,150	1,210
Spring (Softball)	1,090	1,150	1,210
Winter (Volleyball)	1,090	1,150	1,210
VM Intramural Sports - Upper School	1,090	1,150	1,210
Fall (Flag Football)	1,090	1,150	1,210
Spring (Softball)	1,090	1,150	1,210
Winter (Basketball)	1,090	1,150	1,210
VM Junior Lego Robotics (2) - Upper School		400	450

**Appendix G
Middlesex Public Schools**

**EXTRA CONTRACT SALARY GUIDE
GROUP B CO-CURRICULAR ACTIVITIES**

GROUP B CO-CURRICULAR ACTIVITIES	2005 - 2006	2006 - 2007	2007 - 2008
District Theater Technician Assistant	\$1,600	\$1,690	\$1,780
HIGH SCHOOL			
HS Academic Team Advisor	1,600	1,690	1,780
HS Amnesty International Advisor	1,600	1,690	1,780
HS Mock Trial/Law Club Advisor	1,600	1,690	1,780
HS Model UN Advisor	1,600	1,690	1,780
HS Musical Choreographer	1,600	1,690	1,780
HS Musical Vocal Coach	1,600	1,690	1,780
HS Newspaper Advisor	1,600	1,690	1,780
HS Pep Band Director	1,600	1,690	1,780
HS PRIDE Team Advisor	1,600	1,690	1,780
HS Varsity Singers Choreographer	1,600	1,690	1,780
HS Varsity Singers Director	1,600	1,690	1,780
HS Youth & Government Advisor	1,600	1,690	1,780
VON E. MAUGER MIDDLE SCHOOL			
VM Art Workshop Advisor – Lower School	\$1,600	\$1,690	\$1,780
VM Art Workshop Advisor – Upper School	1,600	1,690	1,780
VM Band Advisor – Lower School	1,600	1,690	1,780
VM Band Advisor – Upper School	1,600	1,690	1,780
VM Drama Workshop Advisor – Lower School	1,600	1,690	1,780
VM Drama Workshop Advisor – Upper School	1,600	1,690	1,780
VM Environmental Club – Upper School		1,690	1,810
VM Musical Choreographer – Upper School	1,600	1,690	1,790
VM Newspaper Advisor –Lower & Upper	1,600	1,690	1,790
VM Student Council Advisor – Lower & Upper	1,600	1,690	1,790
VM Technology Club Advisor – Lower School	1,600	1,690	1,790
VM Technology Club Advisor – Upper School	1,600	1,690	1,790
VM Vocal Music Advisor – Lower School	1,600	1,690	1,790
VM Vocal Music Advisor – Upper School	1,600	1,690	1,790

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Middlesex Public Schools**

**EXTRA CONTRACT SALARY GUIDE
GROUP C-E CO-CURRICULAR ACTIVITIES**

GROUP C CO-CURRICULAR ACTIVITES	2005 - 2006	2006 - 2007	2007 - 2008
HIGH SCHOOL			
HS Class Advisor - Junior	\$1,910	\$2,020	\$2,140
HS Fall Drama Director	1,910	2,020	2,140
HS Future Business Leaders (FBLA) Advisor	1,910	2,020	2,140
HS Instrumental Music Director	1,910	2,020	2,140
HS Key Club Advisor	1,910	2,020	2,140
HS Literary Magazine Advisor	1,910	2,020	2,140
HS Musical Pit Band Director	1,910	2,020	2,140
HS Student Council Advisor	1,910	2,020	2,140
HS Visual Arts Enrichment Advisor	1,910	2,020	2,140
HS Vocal Music Director	1,910	2,020	2,140
VON E. MAUGER MIDDLE SCHOOL			
VM Production Music Director – Upper School	1,910	2,020	2,140
VM Yearbook Advisor – Upper School	1,910	2,020	2,140

GROUP D CO-CURRICULAR ACTIVITES	2005 - 2006	2006 - 2007	2007 - 2008
HIGH SCHOOL			
HS Class Advisor - Senior	\$2,650	\$2,810	\$3,100
HS Musical Production Director	2,930	3,040	3,180
VON E. MAUGER MIDDLE SCHOOL			
VM Production Director – Lower & Upper	2,930	3,040	3,180

GROUP E CO-CURRICULAR ACTIVITES	2005 - 2006	2006 - 2007	2007 - 2008
District Theater Technician	\$3,750	\$3,840	\$3,980
HIGH SCHOOL			
HS Yearbook Advisor	3,930	4,020	4,180

**Appendix G
Middlesex Public Schools**

EXTRA CONTRACT SALARY GUIDE

ELEMENTARY SCHOOL

SIX-WEEK PROGRAMS \$250/session
One hour/week: 3:00 – 4:00

ACADEMIC STIPENDS

TWELVE-WEEK SEMESTER \$1,250/session
October – January and February – May
Three days/week for one hour (includes 45 minute contact time)

CURRICULUM DEVELOPMENT \$30/hour
Set amount of hours/curriculum
Teacher representative (regular and special education) to summer IEP

EXTENDED SCHOOL YEAR \$40/hour
Summer School Teachers - Elementary/Middle/High School