

December 6, 2006

AGREEMENT

between

MEDFORD LAKES BOARD OF EDUCATION

and the

MEDFORD LAKES EDUCATION ASSOCIATION

July 1, 2006

to

June 30, 2009

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## PREAMBLE

This Agreement is effective this first day of July, 2006, by and between the Board of Education of the Borough of Medford Lakes, Burlington County, New Jersey, hereinafter referred to as the "Board" and the Medford Lakes Education Association, hereinafter referred to as the "Association".

## ARTICLE 1 RECOGNITION

- A. For the purposes of this Agreement, regularly assigned employees who fill the following positions are included in the collective bargaining unit:
1. Grade level classroom teachers
  2. Subject matter teachers
  3. Special field teachers
  4. Nurses and librarians
  5. Child psychologist
  6. Guidance counselor
  7. Custodial personnel
  8. Secretaries
  9. Assistants
  10. Clerks
  11. Maintenance employees.
- B. Those employees who are expressly not included in the collective bargaining unit are:
1. Administrative and supervisory personnel
  2. Secretary to the Superintendent
  3. Secretary to the Business Administrator
  4. Secretary in the Superintendent's office
  5. Substitutes.
- C. Unless otherwise indicated, the term "employee" shall refer to all personnel covered under this Agreement.
- D. Unless otherwise indicated, the term "custodian" shall refer to all custodians covered under this Agreement.
- E. Unless otherwise indicated, the term "secretary" shall refer to all secretaries covered under this Agreement.
- F. Unless otherwise indicated, the term "assistants" shall refer to all assistants covered under this Agreement.

- G. Unless otherwise indicated, the term "clerks" shall refer to all clerks covered under this Agreement.
- H. Unless otherwise indicated, the term "maintenance" shall refer to all maintenance employees covered under this Agreement.
- I. Unless otherwise indicated, the term "support staff" shall refer to all personnel covered under this Agreement, except teachers.
- J. During the first ninety (90) days of employment, a custodial/ maintenance employee shall be excluded from coverage under the following contract sections: Article 4, C.; Article 11, D.; and, Article 17, B.

ARTICLE 2  
NEGOTIATING PROCEDURE

- A. A proposal must be submitted by the Association no later than December 3rd, unless otherwise mutually agreed upon. Thereafter, the parties shall meet from time to time as may be mutually agreed upon in a good faith effort to reach contractual agreement pursuant to rules and regulations of the Employer-Employee Relations Act of New Jersey.
- B. Neither party shall be obligated to accept or consider additional new proposals submitted after the initial proposals have been submitted to the other party. The Association recognizes certain obligations both professionally and legally. Consonant with these obligations, the Association agrees to lend no support to or sanction any job action or work stoppage during the term of this Agreement.
- C. During the term of this Agreement, neither party shall 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 executed this Agreement.

ARTICLE 3  
GRIEVANCE PROCEDURE

- A. Definition
  - 1. A "grievance" shall mean a complaint by an employee(s) or representative(s) of an employee(s) that there has been an alleged violation of this Agreement or an administrative decision(s) rendered thereunder; except that, the grievance procedure shall not be deemed to apply in the following instances:
    - a. A matter for which there exists in law a specific method of appeal such as the Commissioner of Education, Public Employment Relations Commission, or a court of competent jurisdiction.

- b. A matter concerning the non-renewal or termination on notice of a non-tenured employee covered by this Agreement.
2. An "aggrieved person" is the employee or employees making the claim or the Association.
3. A "party in interest" is the employee or employees making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. During summer break from the academic schedule for purposes of this Article, "school days" shall mean work days (Monday through Friday).

**B. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions of the grievance which may from time to time arise.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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 intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

**C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3.
  - a. A grievance to be considered under this procedure must be initiated in writing by the employee in question or the Association, and signed, giving the building principal written notice of the grievance and the nature thereof within thirty (30) calendar days of the grievable occurrence.

Grievances filed after the thirty (30) day period as prescribed herein shall not be processed either by the Association or the Board.

- b. The aggrieved person shall receive a true copy of the grievance simultaneously with it being submitted at any level of the grievance procedure.

4. Level One:

- a. Employees covered by this Agreement with a grievance shall first discuss it with the building principal, either directly or through the Association's designated representative with the objective of resolving the matter informally.
- b. If the informal decision by the building principal is unsatisfactory or not forthcoming within five (5) school days, the aggrieved will formalize the grievance in writing and submit same to the building principal for a written decision within the time limit set forth in Level Two.

5. Level Two:

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, b., or if no decision has been rendered within five (5) school days after presentation of the formal grievance, the aggrieved may file the grievance in writing with the Association within five (5) school days after the decision at Level One b, or 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 together with all documentation, explanations and the position of the Association to the Superintendent of Schools. Such documentation shall include specific reference to the condition being grieved and the specific Article of this Agreement alleged to have been violated. The Superintendent of Schools may at his/her sole discretion hold a hearing. A written decision shall be rendered by the Superintendent of Schools within ten (10) school days of receipt of said grievance.

6. Level Three:

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved may, within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board. Within five (5) school days after receiving the written request of the aggrieved party, the Association may request, in writing, through the Superintendent's office, a hearing with the Board. A copy of the Association's request for a Board hearing

shall be forwarded to the President of the Board through the Office of the Superintendent together with all documentation, explanations, and the position of the Association. Failure to do so may prevent the introduction of such information at the hearing. Any new or parole evidence presented at this level may permit the Superintendent to reconsider the decision made at Level Two. The Board, or a committee thereof, shall review the grievance and shall hold a hearing on the grievance and render a decision in writing no later than twenty-five (25) calendar days of receipt of the grievance. If the grievance reaches the Board between June 15 and August 31, the written Board decision shall be rendered no later than twenty-five (25) calendar days after receipt of the grievance or within ten (10) calendar days after the next Board meeting, whichever is later.

7. Level Four:

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, said employee may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to render a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. He shall have no authority to add to detract from, alter, amend, or modify any provision of this Agreement. The award in writing by the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the parties.
- d. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement, to the issues submitted to him and to consider no other(s).

- e. The arbitrator shall have the power and authority to preclude the introduction of new or parole evidence upon proper motion insofar as such introduction is violative of the provisions contained herein.
- f. The arbitrator shall be without power or authority to fashion a monetary award except in the following instances:
  - (1) To make an aggrieved whole.
  - (2) Where the award is a matter of equity.
- g. All fees of the arbitrator, including but not limited to necessary travel expenses, but not including fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne equally by the parties. Each party shall pay the fees of its own counsel or representative(s).

D. Rights of Aggrieved to Representation:

- 1. Any aggrieved person may be presented at all stages of the grievance procedure by himself/herself, or any person of his own choosing, including a representative selected or approved by the Association. When an aggrieved is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals or coercive influence of any kind shall be taken by either party to this Agreement or the Administration against any part in interest, any building representative, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

- 1. If, in the judgment of the Association, a grievance affects a group or class of employees,, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- 2. Decisions rendered at Level One, Part b., which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at arbitration shall be in accordance with the procedures set forth in that Section.



3. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
5. Notwithstanding the pendency of any grievance, all employees covered by this Agreement shall continue to perform all duties and assignments.
6. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedules as set forth in this Article shall constitute an abandonment of the grievance and render it null and void.

Failure by the Board or the Administration to process a grievance in accordance with the time schedules as set forth in this Article shall constitute an abandonment of the grievance and render it null and void.

7. Reliance upon or pursuit through any administrative regulatory agency or court of proper jurisdiction to resolve an issue in dispute shall preclude the entrance of such issue into the grievance procedure as set forth in this Agreement.
8. 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 the personnel file of any of the participants.

#### ARTICLE 4 EMPLOYEE RIGHTS

- A. In accordance with existing laws, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the employment of rights conferred by Employer-Employee Relations Act or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee covered hereunder such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to such employees hereunder shall be deemed to be in addition to those provided elsewhere. The Board assumes no liability for those rights herein referred to.
- C. No employee covered by this Agreement shall be disciplined, reprimanded, discharged or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any employee covered hereunder is directed to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that person in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or hearing at least three (3) school days before the meeting, interview or hearing and shall be entitled to have a representative or the Association present to advise him and represent him during such meeting, interview or hearing. In an emergent situation the above time frame does not apply. The employee may have a representative present if desired.

ARTICLE 5  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association upon reasonable request information which is a matter of public record.
- B. Whenever any representative of the Association or any person covered hereunder is mutually scheduled by the Administration and Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with nor interrupt normal school operations, and that normal visiting procedures are followed.
- D. The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings, and his/her approval shall be required. Any cost involved in keeping the building open shall be borne by the Association.
- E. The Association shall have the right to use the school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating

machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Office computers and office fax machines are not included in the definition of equipment. The Association shall pay for the actual cost of all materials and supplies incident to such use. The approval of the Principal is required and a competent operator shall be provided by the Association.

- F. The Association shall have the right to purchase expendable office supplies and other materials from the suppliers, who shall be determined at the sole discretion of the Board, at the rate paid by the Board.
- G. The Association shall have, in each school building use of the bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association and the Administration. Copies of all materials to be posted on bulletin boards in the office shall be given to the Building Principal for his/her approval.
- H. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary with the knowledge of the building principal.
- I. The Board shall grant three (3) days leave without pay to the President of the Association and/or other officers in order to attend to Association business of the county or state. The three (3) days in the first sentence area total three (3) days for any and all officers. Additional days to be granted at the discretion of the Superintendent.
- J. 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 organizations.

ARTICLE 6  
MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, to exercise:
  - 1. Executive management and administration of the school system and its properties and facilities.
  - 2. Actions necessary to carry out and continue the mission of the school district. The absence of any such exercise shall not be deemed a waiver of any rights or preclude the Board from exercising authority not in conflict with the terms of this Agreement.
- B. Without limiting the generality of the foregoing, the Board reserves exclusive jurisdiction in the executive management and administrative control of the school district and its properties and facilities and to hire all employees.

ARTICLE 7  
WORK YEAR

A. Teachers

1. Definition of in-school work year: The in-school teachers' work year shall include days when pupils are in attendance, orientation days, and other days on which teacher attendance is required.
2. Ten (10) month personnel: The in-school work year for teachers employed on a ten month basis shall not exceed one hundred eighty-five (185) days and shall include at least four (4) non-student days for in-service/orientation kinds of activities. New personnel may be required to attend an additional day of orientation.
3. The last teachers' work day before the Christmas recess shall be an early dismissal day when such last work day is in the same calendar week as Christmas Day.
4. The last three (3) days of the school year will be half days for students and full days for employees. The last work day for teachers shall be the same day as the last student day.

B. Assistants

The normal work year for assistants shall be 182 days. The Board may schedule assistants for up to two (2) additional days at the relevant per diem or hourly rate. The Board shall give each affected assistant written notice of such additional day(s) at least fifteen (15) calendar days in advance of such scheduling.

- C. The work year for clerks shall consist of the part-time assistants' work year set forth in B. above plus the week days between the end of the student year in June and July 1 plus the seven (7) weekdays before teachers return to work at the commencement of the next work year.

ARTICLE 8  
WORK DAY

A. Teachers

1. Effective July 1, 2006, the Board may implement the following schedule:

a. There shall be a day of no more than eight (8) instructional periods. The length of the work day for teachers is seven (7) hours, 16 minutes. Teachers who provide duty under 2. and 3. below shall work seven (7) hours, 19 minutes. Except for the time set forth in A. 5. and A. 6. below, the balance of time when students are present shall be contact time for teachers. The teacher work day includes 16 minutes of non-student time in the morning prior to homeroom and seven (7) minutes of non-student time in the afternoon after student dismissal.

b. Resource Period

- 1) In the event that there is an eight (8) period day, one (1) contact period per day for each classroom teacher shall be a resource period. The term "classroom teacher" for the purposes of this section does not include teachers of art, music, physical education, library, computer, world language, special education, enrichment and basic skills.
- 2) Teachers of art, music, physical education, library, computer, world language, special education, enrichment and basic skills may be assigned to a resource period.
- 3) The classroom teacher shall prepare lesson plans for the resource period. Examples of activities occurring in the resource period may include, but are not limited to: weekly reader, current events, writers workshop and centers. This period is not designed to be a study hall. The teacher shall have no grading responsibilities for this period.

2. Neeta School

Three (3) teachers shall be assigned duty for ten (10) minutes prior to the student day. Three (3) teachers shall be assigned duty for ten (10) minutes after the student day. An additional teacher shall be assigned to each morning and to each afternoon duty in the event of inclement weather. The Superintendent shall make the determination of whether there is inclement weather and his/her determination shall be neither grievable nor arbitrable.

3. Nokomis School

Two (2) teachers shall be assigned duty for ten (10) minutes after the student day. One (1) teachers shall also be assigned duty for ten (10) minutes prior to the student day.

4. The Superintendent shall consult with the Association on rotation approaches under 2. and 3. above and shall provide the Association with a copy of rotation list(s).

5. All teachers covered by this Agreement shall receive a duty-free lunch hour.

6. Preparation time

a. Effective July 1, 2003, all full-time regular classroom teachers, librarians, music, physical education, art, world language, basic skills and enrichment teachers shall receive a minimum of 200 minutes per week.

b. Effective July 1, 2003, all full-time special education teachers, speech teachers and computer technology teachers shall receive a minimum of 120 minutes per week.

c. Every reasonable effort will be made to provide teachers who do collaborative teaching with some common prep time.

7. Lunchroom and Playground Supervision

a. If there is insufficient coverage for lunchroom and playground supervision through the use of volunteers, the Board shall have the right to assign teachers, on a rotating basis, to lunchroom and playground supervision for one-half an hour per occasion. The published rotation list shall continue from year to year with the addition of new staff placed at the end of the list. Said teachers so assigned shall receive one-half (1/2) the hourly rate of compensation for this assignment.

b. A teacher who is assigned to lunchroom or playground supervision and who already receives lunch time under A. 5. above and preparation time under A. 6 above, shall not receive additional compensation for such supervision. If a part-time assistant is assigned to lunchroom or playground supervision duties, she/he will not be paid additional compensation for that period of such coverage which falls within her/his already-compensated work day.

8. a. Meetings which take place after the regular in-school work day which require attendance shall not be called on Fridays or on any day immediately proceeding any holiday or other day upon which teacher attendance is not required at school.

- b. The notice of and agenda for any meeting shall be given to teachers involved at least three (3) days notice prior to the meeting, except in the case of an emergency. Teachers shall have the opportunity to suggest items for the agenda.
9. Teachers may be required to attend no more than four (4) evening assignments each school year without additional compensation. These include Back-to-School Night, Spring and Fall Conferences (2) and one other evening as assigned.
10. On days when teachers are required to return to school for the purpose of conducting evening conferences, they shall be released at 1:00 p.m.

B. Secretaries

The regular work day for secretaries shall not extend beyond eight (8) hours, including the duty-free lunch hour. Full-time secretaries' regular work hours shall be reduced by one hour from July 1st through the Friday before Labor Day.

C. Assistants

1. The regular work day for full-time assistants shall not extend beyond six (6) hours and thirty (30) minutes, including the duty-free lunch hour.
2. Effective July 1, 1999, part-time assistants who work two shifts in any day shall be given a half-hour paid lunch.

D. Custodians

1. For the term of this Agreement the work schedule for full-time custodians covered by this Agreement shall be as follows:  
  
Day shift: Nine (9) hours including a sixty (60) minute uninterrupted lunch hour.  
  
Night shift: Eight (8) hours including a thirty (30) minute meal break.
2. There shall be one shift for custodians in the summer. The summer schedule shall commence on any day beginning with the day following the last day of classes in June to the Monday following June 30. The Board shall inform custodians in writing of the commencement date for the summer schedule at least two weeks before that date. The summer schedule shall end on the day before classes resume in September.
3. Full-time custodians covered by this Agreement shall be entitled to two fifteen (15) minute coffee breaks each day, which shall become standardized upon mutual agreement by custodians and their immediate superior.

ARTICLE 9  
VACATIONS

A. All full-time twelve month employees shall be entitled to vacations with pay according to the schedule as follows:

- 2 weeks - after one (1) year of continuous employment in the school system
- 3 weeks - after five (5) years of continuous employment in the school district
- 4 weeks - after fifteen (15) years of continuous employment in the school district.

Requests to use vacation shall be forwarded in writing to the Superintendent.

To the extent possible, vacations will be granted for those dates desired by employees. Where there are two or more employees seeking the same vacation dates, seniority will prevail. There is no automatic right of an employee to take multiple consecutive weeks of vacation.

- B. New twelve month employees beginning work between July 1 and September 30 shall earn two (2) weeks vacation as of the following July 1st. Any twelve month employee beginning work on or after October 1 shall be credited with one (1) day's vacation per month worked between the first day of work and June 30. To earn credit for a month, the employee must have been in a pay status for at least one day during that month.
- C. All vacation amounts under A. and B. above shall be credited to the employee on the July 1st following when it is earned.
- D. An employee may carry over a maximum of five (5) vacation days per year. At no time the total carryover for all previous years shall be more than five (5) days.
- E.
  - 1. Any full-time twelve-month employee who leaves during a work year shall be paid for all unused vacation days which were credited on the previous July 1. In addition, any such employee who has reached his/her first anniversary date of employment by the date of separation shall be paid for the prorated amount of vacation equivalent to the portion of the work year which they have worked by the date of separation.
  - 2. Payment for all accumulated vacation days shall be made to an employee's estate upon his/her death.

ARTICLE 10  
PAID HOLIDAYS



A. Full-time custodians and maintenance employees covered by this Agreement shall be entitled to the following paid holidays:

- July 4th
- Labor Day
- Annual Fall NJEA Convention -  
(half of the employees on Thursday, half on Friday).
- Thanksgiving
- Day after Thanksgiving
- Day before Christmas
- Christmas
- Day after Christmas
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Easter Monday
- Memorial Day

B. Secretaries

1. The secretaries' paid holiday schedule for the school year shall be in accordance with the school calendar as adopted by the Board.
2. Twelve (12) month secretaries shall also receive July 4th and Labor Day as paid holidays.

C. In a case where such paid holidays conflict with the school calendar, the school calendar shall prevail, and appropriate arrangements shall be made to grant a paid holiday other than the one(s) conflicting with the school calendar.

ARTICLE 11  
TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Employees on twelve (12) month contracts shall receive twelve (12) sick days per fiscal year. Employees on ten (10) month contracts shall receive ten (10) sick days per school year. Employees who work less than five (5) days per week shall be permitted a prorated number of days, rounded to the nearest full day. Said days shall be added to previously accumulated sick leave while said employee is in the employ of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.

2. Said employees who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated.
3. An employee starting employment after the beginning of the fiscal or school year shall receive a pro rata amount of sick leave credit based upon the length of the employment contract. An employee who is employed on a part-time basis shall receive a pro rata amount of sick leave based upon a ratio of credit received by full-time employees and amount of time spent on the job.
4. Such employees shall receive notification of the number of accumulated sick days at the beginning of each school year.

B. Substitute Deduction

Pursuant to N.J.S.A. 18A:30-6, the Board may grant extended sick leave upon exhaustion of an employee's accumulated and current sick leave entitlement on a case-by-case basis.

C. Payment for Unused Sick Days Upon Retirement

1. Any teacher who retires according to the terms of the Teachers' Pension and Annuity Fund, in order to receive immediate pension benefits, shall receive \$40 per each accumulated sick leave day up to 150 days. Effective July 1, 2007, this rate shall be \$45 per day. Effective July 1, 2008, this rate shall be \$50 per day.
2. Any full-time support employee who retires according to the terms of the Public Employee Retirement System, in order to receive immediate pension benefits, shall receive \$24 per each accumulated sick leave day up to 150 days. Effective July 1, 2007, this rate shall be \$27 per day. Effective July 1, 2008, this rate shall be \$30 per day.
3. Any part-time support employee who retires according to the terms of the Public Employee Retirement System, in order to receive immediate pension benefits, shall receive \$12 per each accumulated sick leave day up to 150 days. Effective July 1, 2007, this rate shall be \$13.50 per day. Effective July 1, 2008, this rate shall be \$15 per day.
4. In order to be eligible for this benefit, a teacher must have worked at least fifteen (15) years in the Medford Lakes School District. In order to be eligible for this benefit, a support employee must have worked at least ten (10) years in the Medford Lakes School District.
5. In order to be eligible for this benefit, a teacher must have fifty (50) accumulated sick leave days at the time of retirement. In order to be eligible for this benefit, a support employee must have thirty (30) accumulated sick leave days at the time

of retirement. These days shall be compensated under the terms of 1., 2. or 3. above, as applicable.

6. An employee must notify the Board of his/her intention to retire at least six months prior to the effective date of the retirement. Said employee may elect at his/her option to have this payment made on or before January 15 of the following fiscal year.
7. "Retirement" is defined as applying for, qualifying for and receiving a pension under T.P.A.F. or P.E.R.S.

D. Personal Leave

1. The employees covered by this Agreement shall be permitted not more than three (3) days per contract year, without loss of pay, to attend to business of a personal nature. Employees who work fewer than five (5) days per week, shall be permitted a prorated number of days rounded up to the nearest half day. Leaves can only be taken for business that cannot be conducted at some time other than when school is normally in session. Written application to the Superintendent of Schools for personal leave shall be made at least three (3) school days before taking such leave, except in the case of emergency. For example, an employee seeking a personal leave day on a Friday must make the submission before the close of business on the preceding Tuesday. For the purposes of this section, the "close of business" is 4:00 p.m.
2. No such employee shall use a personal day to seek employment elsewhere, inquire about pay scales, working conditions and other items of similar nature with another board of education, agency, or industry or the like, unless informing either the School Building Principal and/or Superintendent of his or her intent. Personal days may not be taken to extend holidays or vacations. When it is necessary for an employee to be absent due to inclement weather, personal leave days shall be used for this purpose.
3. Three (3) unused personal days shall accumulate the following year as three (3) sick leave days.
4. Other requests for emergency and/or personal day without pay may be granted at the discretion of the Superintendent.

E. Bereavement Time

In case of death of a member of the immediate family (immediate family as here used means husband or wife, parents, brothers, sisters, own children and grandparents) of any employee or the death of any relative who has lived in the house of the employee for a minimum of one (1) year preceding the death, such employee shall be excused without loss of pay for a period not to exceed five (5) calendar days. In the case of

death of a mother-in-law/father-in-law, an employee shall be permitted three (3) school days of absence within a reasonable period of time after the date of such death without loss of pay. Upon death in the family the employee is requested to arrange the details of absence from school with the principal. All days allowed under this Subsection shall be in addition to any sick leave.

F. Family Illness Leave

Effective July 1, 2007, employees shall be allowed one (1) family illness leave day per year. Said day may be used for the care of an employee's spouse, child, parent or parent-in-law. Unused days shall not be accumulative.

G. In the event an employee is called into temporary active duty of the United States Reserves or the State National Guard, the Board agrees to be guided by that which is prescribed by law.

H. Other Temporary Leaves of Absence

Other temporary leaves of absence with or without pay may be granted by the Board at its sole discretion.

ARTICLE 12  
EXTENDED LEAVES OF ABSENCE

A. Anticipated Disability Leave:

1. Any employee covered hereunder who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said employee. All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent through their principal of the condition expected to result in disability as soon as the condition which may result in disability is known. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the employee so affected and the Superintendent/Building Principal shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.
2. Such employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his or her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties. Alterations of medical opinion shall be accommodated insofar as is practicable.

3. In no event shall the Board be obligated to permit said employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.
4. The said employee requesting a leave under the provisions of this Article shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovering from said disability.
5. The Board shall have the right to require any employee who has been on disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.
6. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board, if in the opinion of the physician such change shall be without medical hazard to the employee.
7. Such employee who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.
8. Where disability leaves have been approved, the commencement or termination dates thereof shall be further extended or reduced for confirmed medical reasons upon application by the employee to the Board. All extensions of such leaves shall in any event be subject to the provisions of the N.J.S.A. Title 18A:30-1 et. seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7.
9. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

B. Child-Rearing Leave

1. Application for child-rearing leave without pay shall be made by the employee to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
2. Child-rearing leave shall be granted to tenured teachers for the balance of the school year (concluding June 30) in which the child is born and for either one (1)

additional full school year or for one-half (1/2) school year. "One-half year" is defined as the period from September 1 through the last day of the second marking period.

3. A tenured teacher who is on a child-rearing leave for the balance of the year in which the child is born but who has not applied for the additional full or half school year under the provisions of 2. above, may apply for the additional full or half school year of such leave. Application for said shall be received by the Superintendent no later than the April 1st prior to the termination of the leave granted under 2. above.
4. Child-rearing leave shall be granted to non-tenured employees for the balance of the school year (concluding June 30) in which the child is born. The provisions of 4. shall not be deemed to grant or extend a leave of absence to a non-tenured employee beyond the end of the school year in which the leave is obtained.
5. Any employee adopting a child no older than five (5) years of age at the time of legal adoption shall receive leave pursuant to the terms of 2., 3. and 4. above which shall commence upon his/her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption. An employee shall apply for said leave at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
6. Nothing shall prevent the employee and the Board from agreeing that the employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
7. Where leave has been granted for the balance of the year in which the child is born, the employee shall inform the Superintendent in writing by June 15 of her/his intention to return to work on the following September 1.
8. Where leave has been granted for the balance of the year in which the child is born and for the additional full or half school year, the employee shall inform the Superintendent in writing by April 1 of her/his intention to return to work at the conclusion of the leave period.
9. In cases where both parents work in the District, only one of said employees may be entitled to apply for such leave.
10. Teachers who are disabled because of pregnancy may use up to twenty (20) days of available sick leave before and up to twenty (20) days of available sick leave after childbirth. These times shall be extended upon submission of a physician's certificate detailing the impaired physical capacity.

C. International and Federal Programs:

Leaves of absence without pay of up to one (1) year shall be granted to no more than two (2) tenured teachers who join the Peace Corps, Vista, or who accept a Fulbright Scholarship.

D. Other Leaves Without Pay:

The Board upon recommendation of the Superintendent may grant a leave of absence without pay or any other benefits provided for in this Agreement to any tenured teacher or to any support employee who has completed three (3) full, continuous years of service for a period of one (1) school year for good and sufficient reason. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

E. Stipulations of Extended Leave

At least sixty (60) days before the end of the leave of absence, a teacher shall report, in writing, to the Superintendent, his/her intentions with respect to resuming his/her regular duties. Failure to comply with this stipulation may be construed as a resignation. During the leave, the teacher will not be eligible for credit on the salary guide, or seniority, or for pension and annuity, or any other benefits provided for in this Agreement. All benefits to which a teacher hereunder covered was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her.

ARTICLE 13  
VACANCIES AND PROMOTIONS

- A. Whenever a vacancy occurs in any position covered by Article 1 in this contract, the Superintendent shall post a notification of such vacancy ten (10) school days before the vacancy is filled thus allowing currently employed personnel an opportunity to apply for said vacancy. During the summer months this notice shall be given ten (10) calendar days before the vacancy is filled and the Board will mail relevant notices regarding vacancies to those employees who have indicated in writing that they are interested in being so notified.
- B. Support employees who desire a transfer to another building or shift may file a written statement of such desire to the Superintendent.
- C. All promotional positions (which shall include positions paying a salary differential or those on the supervisory level) shall be conspicuously posted at least fifteen (15) calendar days before the final date when applications must be submitted for consideration.
- D. Custodians covered by this Agreement who desire a transfer to another building or shift may file a written statement of such desire to the Superintendent.

- E. Seniority in the employ of the School District shall be given due consideration with respect to transfers and promotional opportunities.

ARTICLE 14  
NON-RENEWAL, EVALUATION AND PERSONNEL FILES

- A. Any non-tenured teacher who has been notified that he/she shall not be reemployed may request a written statement of reasons and may request an informal appearance before the Board in accordance with applicable statutes and rules and regulations.
- B.
  - 1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
  - 2. Observation and evaluation of teachers shall be made only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
  - 3. An employee shall be given a copy of any class visit or evaluation report prepared by his/her evaluator(s) at least one day before a conference to discuss it. No such report shall be submitted to the Superintendent's office or placed in the employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- C. 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 acknowledge he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that his/her signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written response or rebuttal to such material which shall be attached to the document and placed in the employee's file.

ARTICLE 15  
DISTRICT LIAISON COMMITTEE

- A.
  - 1. A district liaison committee shall be established at the beginning of each school year. Such committee shall have the function to serve as an advisory body to the Superintendent on all issues which affect the operation of the District except for those issues which more properly belong at the Teachers' Steering Committee. The parties recognize that Liaison Committee discussions cannot take the place of the parties' negotiations obligations. This committee will meet at such time as may be jointly determined necessary and appropriate by the Superintendent and the Association President.
  - 2. The committee shall be composed of the Superintendent and building principal(s) and eight (8) Association members. The President and Vice-President(s) of the Association shall be permanent members of the committee. Two (2) members



shall be teacher representatives, one (1) shall be a secretary, one (1) shall be an assistant and one (1) shall be a custodial/maintenance employee.

3. The chairperson shall be rotated for each meeting among the committee members (including the Superintendent and building principal[s]). The chairperson shall be responsible for the preparation of the agenda and shall preside over the meeting.
  4. Each committee member may suggest and forward agenda items to the chairperson at least one week in advance of any scheduled meeting. If a special meeting is requested by the Superintendent, his/her agenda shall be given to the chairperson in advance. This provision may be waived if mutually agreed upon by both parties.
  5. At the beginning of each meeting, the committee shall determine whether a proposed agenda item is a proper topic for the Liaison Committee under the provisions of 1. above.
  6. Failure to accept or implement recommendations or positions of the committee shall not be deemed to be a matter to be pursued through the grievance procedure.
- B. Teacher assistants shall be deployed as equitably as is administratively feasible and educationally prudent. Said distribution shall be deemed as a proper matter for committee consideration.

#### ARTICLE 16

#### SALARY GUIDES, EXTRA CURRICULAR COMPENSATION GUIDES, OVERTIME AND MISCELLANEOUS COMPENSATION

A. Teachers

The salary guides for teachers for the school years covered by this contract are annexed hereto and made a part hereof as Schedule A.

1. Initial placement on the guide shall be by agreement between each new teacher and the Board except that such placement shall not result in a new teacher being placed on a higher step than an existing teacher with the same number of years of creditable experience.
2. Upon providing a statement from the college or university, and transcript when available, indicating completion of course work, teachers covered by this Agreement shall be entitled to receive the salary commensurate with his/her proper degree or level of academic training found in Schedule A (Salary Schedule) on the first pay period in September and February, provided that such

teacher indicate by written application at least three (3) months prior to said dates the intention of salary guide advancement.

3. In the absence of a statement from the college or university, and transcript when available, indicating completion of course work, no salary guide advancement shall occur; except that if required proofs are provided subsequent to the salary guide advancement periods indicated in the Article but indicate that advance academic training occurred before such periods, then salary adjustment shall be retroactive to the salary guide advancement period applied for. In order to qualify for this provision, proofs and documentation must be provided within three (3) months of the completion of academic training which would qualify for salary guide advancement.
4. Only graduate level credits are applicable to guide movement. In order for credits to be applied to the MA+15 and MA+30 columns, said credits must be earned after the granting of the Masters' Degree.
5. Nothing herein shall be construed to deny or restrict the Board's right to withhold longevity in whole or in part for just cause, subject however, to the affected teacher's right to pursue an appeal through the available statutory avenue.

B. Extra-Curricular Compensation

The extra-curricular compensation guides are annexed hereto and made a part hereof as Schedule E. With regard to Schedule E, nothing contained herein shall be construed to deny or restrict the Board in its sole discretion from adding to or subtracting from or otherwise altering the scope of assignments for which extra compensation is received. Nothing contained herein shall prevent or restrict a teacher serving in such capacity from resigning his/her post. Appointments or lack thereto shall not be deemed to be a matter to be pursued through the grievance procedure.

Assistants who possess a valid, appropriate certificate may apply for Schedule E positions. If an assistant is appointed to a Schedule E position, she/he will be paid according to Schedule E.

C. Assistants and Clerks

1. The salary and hourly rate guides for assistants and clerks are annexed hereto and made a part hereof as Schedule D.
2. Assistants and clerks shall be paid at their regular hourly rate when they perform lunch duty. When an assistant possesses a substitute or regular teaching certificate and takes the place of the teacher on duty during the lunch/playground period, she/he shall be paid at the cafeteria/playground rate set forth in Schedule E when she/he performs cafeteria/playground duties.

3. Effective with the ratification of the 1998-1999 Agreement, part-time assistants will be paid at their individual hourly rate for all hours worked as an Assistant and clerks will be paid at their individual hourly rate for all hours worked as a clerk.

D. Custodian-Maintenance Personnel

The salary guides and the part-time hourly rates of custodial/maintenance employees together with the minimum entry levels for these positions are annexed hereto and made a part hereof as Schedule B.

1. The designated custodian(s) with the "in-charge" duty and responsibility for boiler operation and maintenance and holding Black Seal certification shall receive \$400/annum for such duty and responsibility. Normally there will be a day and night shift "stand-by" designee in the school which requires Black Seal designation pursuant to applicable state law. In the school building where primary responsibility for boiler operation and maintenance is not required, there shall be a designated custodian with "stand-by" duty and responsibility. In order to qualify for such designation, said custodian must hold a Black Seal certification. The duties shall include those normally associated with "stand-by" status. Nothing contained in this Article shall be construed to deny or restrict the existing level of compensation received for "in-charge" responsibility by a custodian so long as said custodian continues to perform such duties appropriately and satisfactorily.
2. Any custodian who elects to obtain his Black Seal certification shall be reimbursed all costs incurred except mileage.
3. Nothing contained herein shall be construed to deny or restrict the Board in its express right to withhold a salary increase, or any portion thereof, for just cause subject to the right of a custodian so affected appealing such action through the grievance procedure set forth in this Agreement.
4. The Board shall not, except in unusual or emergency situations or circumstances, assign a custodian to prolonged substituting duties. Performance evaluation shall take into consideration the frequency and extent of a custodian's assignment to substituting or split time duties.
5. The Board shall provide uniform shirt(s) for each custodian after 30 days of employment. The shirt must be worn by the custodian. All shirts must be returned to the District upon separation of employment.

E. Secretaries

The salary guides of secretaries are annexed hereto and made a part hereof as Schedule C.

F. 1. Increments and Longevity

For the purposes of accruing increments for years of creditable experience on the salary guide and/or longevity for years of employment in the Medford Lakes School District, only service of one hundred (100) or more days shall be utilized for such determination. For the purpose of computing service of one hundred (100) days or more, the following shall be included:

- a. Actual days present, working in the District and on the official school calendar.
- b. Paid sick days.
- c. Paid personal days.
- d. In-service days and orientation day(s) as listed on the official school calendar.
- e. Paid disability days in accordance with statute and/or Board approval.
- f. Paid professional days.

Days not listed above do not count for the purpose of computing service of one hundred (100) days or more.

2. Only those years of continuous service in the Medford Lakes School District shall be utilized in determining longevity eligibility. Board approved leaves of absence constitute continuous service; however, such a leave period shall not count toward accrual of longevity.

G. Overtime--Custodians

1. Overtime is defined to mean anytime spent at one's regular assigned duties beyond forty (40) hours in a week, or on days other than those in the regular work week or in the regular work year. Overtime shall be paid at the rate of one and one-half (1-1/2) times the custodian's regular hourly rate of pay after forty (40) hours. Compensatory time equal to time and a half for hours/days worked may be granted in lieu of overtime. Compensatory time shall be granted equal to time and a half for work performed on a holiday (see Article 10, A. B. and C.). For the purposes of determining the work week, the following shall count

as regular work days: holidays, paid sick leave days, paid personal leave days and other temporary paid leave days specified in this contract.

2. At the Board's discretion full-time custodians who work less than forty (40) hours per week but are required to work beyond their regular work day may receive compensatory time-off in lieu of overtime pay.

H. Call-Back--Custodians

Any custodian covered by this Agreement called upon to work noncontinuously outside his/her regular shift in special or emergency situations not connected with his/her regular duties shall be paid a minimum of two (2) hours' pay notwithstanding the length of time required to perform the assigned duty or task.

I. Custodians--Split Duties/Substituting

Custodians assigned to substituting or to split duties for a period exceeding two (2) consecutive work days shall be compensated at a rate of one (1) additional hour's pay at time and one-half beginning on the third work day of said assignment.

J. Custodial Dismissal Notice

Custodians shall be given fourteen (14) calendar days notice of dismissal and at the Board's option may either be required to continue work for such period or receive payment for such time in lieu of actual service. Custodians covered by the Agreement shall give at least fourteen (14) calendar days notice to the Board of their intention to resign their positions.

K. Employees--Notification of Contracts

The Board shall notify employees of their contract and salary status for the ensuing year according to the following schedule: 1) teachers by May 15; and, 2) support staff by July 1. Employees shall return signed contracts within ten (10) days of receipt. In the event that circumstances arise after the notification set forth for support staff which result in a decision that there is no position for a support staff employee, the Board shall provide two (2) weeks' written notice of that decision.

- L. Teachers who may be required to use their own automobiles in the performance of their duties outside of the District shall be reimbursed at the IRS rate.

- M. All employees will be paid bimonthly, on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. When the pay date falls on a Saturday or Sunday, paychecks will be issued the previous Friday. When a pay date falls on a holiday, paychecks will be issued on the last working day prior to the holiday. Ten month employees will receive their first paycheck on September 15 (subject to the above provisions) and will receive their last regular paycheck on the last working day of the school year.

ARTICLE 17  
HEALTH INSURANCE

A. Health and Hospitalization Insurance

1. There shall be a health/hospitalization plan. The Board agrees to pay the full cost for coverage under this plan for eligible unit employees, their spouses and eligible dependents. Effective July 1, 1993, the major medical threshold shall be \$3000. Effective July 1, 1993, the plan shall contain the Second Surgical Opinion rider. Effective July 1, 1999, the U.S. Healthcare Patriot V plan will become the Board-paid plan for all eligible employees. Employees may pay the difference between Patriot V and Patriot X or Premier if they choose one of those plans.

a. Eligibility

- (1) Effective upon mutual ratification of the 1999-2002 Agreement, part-time assistants must work 28 hours or more per week to be eligible for health insurance coverage.
- (2) Effective July 1, 2000, all employees in other unit categories, hired on or after July 1, 2000, must work 24 hours or more per week to be eligible for health insurance coverage.
- (3) All employees not covered by (1) and (2) above shall continue to be covered by Board-paid insurance if they work 20 hours or more per week.

b. Change of Carrier

- (1) Any new carrier must provide level of benefits equal to or better than the level of benefits provided by the plans in effect as of October 1, 1995. Any future changes in carriers by the Board must maintain as a minimum level the benefits found in the plans as of October 1, 1995, except as modified by the parties' agreements since that date. The level of administration of benefits shall be as provided by the new carrier in effect as of October 1, 1995, except as modified by the parties' agreements since that date and such level of administration of benefits shall be deemed as minimal level.
- (2) The Board shall have the prerogative to change carriers in the future, provided that the change guarantees the level of benefits and the level of administration as defined herein.
- (3) If the Association and/or unit member demonstrates to the Board that a unit member has suffered a demonstrated loss of level of benefits and/or level of administration of benefits as defined above, the Board shall:

- (a) make the effected member financially whole;
    - (b) immediately seek and obtain from the carrier, raises in level of benefits and/or level of administration of benefits to meet the levels as defined above, but have been discovered to be less;
    - (c) after obtaining “b” above, the Board shall publish and distribute to the unit members and Association notification of the increase(s) in level of benefits and/or level of administration of benefits.
  - (4) The Association and Board shall sign and keep separate copies of the Master Agreements in effect on October 1, 1995.
  - (5) Any new carrier plan shall be considered addendum’s to this contract for the purposes of determining level of benefits and level of administration of benefits.
2. Effective July 1, 1993, unit employees newly hired after the date of ratification shall be eligible to receive single coverage only under A. 1., and B. for the first three years of their employment. During this period, an otherwise-eligible employee may buy-in to other enrollment levels under rules established by the Business Office.
3. There shall be a voluntary incentive waiver plan for insurance under A. 1. above. An employee who is eligible for family coverage under A. 1. and who voluntarily waives all insurance coverage for a full year, shall receive 35% of the premium which would have been paid by the Board at the relevant eligible enrollment level. The waiver payment will be made at the end of the District's fiscal year. The employee may re-enroll in the plan under A. 1. if the carrier allows such re-entry and if the employee pays the full premium of such coverage for the balance of the year in which the waiver is effective. In this latter case, the waiver incentive payment is still payable.
4. Employees not eligible for Board-paid health and hospitalization insurance coverage under Article 17, A. may buy-in to any enrollment level at group rates under rules established by the Business Office. Such rules will be provided to employees prior to enrollment.

B. 1. Dental Insurance

Employees covered by this Agreement, shall receive, if eligible, dental coverage. The employee contribution towards premium each year shall be 25%. The Board contribution toward premium each year shall be 75%

2. Prescription Insurance

Employees covered by this Agreement, shall receive, if eligible, prescription coverage. The co-pay shall be \$10 (brand names), \$5 (generic) and \$0 (mail order). The employee contribution towards premium each year shall be 25%. The Board contribution toward premium each year shall be 75%.

3. Employee contributions under B. 1. and 2. shall be through payroll deductions spread over twenty (20) pay periods.

C. It is agreed that the time which part-time assistants work on lunch/playground duty does not count towards the hours necessary for insurance coverage.

D. Nothing contained herein shall be construed to deny or restrict the Board in making the sole determination of the carrier provided that any change in carrier results in no reduction of services and administration of the plan. The Board shall consult with the Association two (2) months prior to making any changes in carrier. The Board shall provide the Association with written data describing the coverage of the proposed carrier at least fourteen (14) calendar days before the effective date of any proposed change.

ARTICLE 18  
TUITION REIMBURSEMENT

A. 1. A teacher covered by this Agreement shall receive tuition reimbursement from the Board amounting to 75% of the cost per college credit hour, for each college credit hour taken by such teacher during a year of regular employment up to a maximum annual reimbursement of \$1,650. Effective July 1, 2007, the maximum annual reimbursement shall be \$1,800. Effective July 1, 2008, the maximum annual reimbursement shall be \$2,000.

2. To be eligible for this tuition refund, the teacher shall be under contract to the Board at the time the course(s) is taken.

3. The teacher shall earn at least a final grade of "B" or its equivalent in the course(s) taken.

B. In order to be eligible for this tuition refund for summer courses, the teacher must have been employed in the school district during the school year immediately preceding the



summer in which the course(s) is taken and shall begin teaching the school year immediately following that particular summer.

- C. For the purposes of this Article, the course or courses shall be taken as part of a program leading to a degree beyond the Bachelor's Degree, except for a degree leading to certification in educational supervision and administration. Courses which are also applicable for reimbursement are those which improve the teacher's knowledge and/or skill in the classroom and are clearly related to the assigned duties of the individual.

In addition, tuition reimbursement shall be available to full-time teachers for college-sponsored graduate-level non-classroom courses such as video courses, Internet courses and other nontraditional courses. Such a course may be approved by the Superintendent when, in his/her discretion, it is deemed that the course will be of value to the District.

- D. Course(s) taken to meet state certification requirements shall be applicable to the purposes of this Article.
- E. All course(s) falling within the provisions of the Article shall be approved prior to the registration for such course(s) by the Superintendent or Building Principal in his/her absence.
- F. Assistants, full time custodians and secretaries shall be eligible to receive tuition reimbursement for undergraduate courses directly related to the District assignment of the employee at 75% of the tuition up to a maximum annual reimbursement of \$650. Effective July 1, 2004, the maximum annual reimbursement shall be \$700. Effective July 1, 2005, the maximum annual reimbursement shall be \$750.

All the provisions of B., D. and E. above are applicable to assistants, full time custodians and secretaries.

- G. The maximum annual Board obligation under A. through F. of this Article is \$12,000. Effective July 1, 2005, the maximum annual Board obligation under A. through F. of this Article is \$16,000. If the terms of A. 1., 2., 3., B., C., D., E. and F. are met, the Board shall make tuition payments before the end of the July following when the course was successfully completed. If all tuition reimbursement claims under this provision exceed the maximum cap set forth above, all claims shall be prorated. For example, if the cap set forth in the first sentence of this paragraph can cover 95% of all eligible claims, all individual claims will be reimbursed at 95% of the claimed amount, up to the maximum set forth in A. 1. or F. above, as relevant.
- H. When the Board or Administration grants permission or requires an employee to attend a seminar, workshop or conference, the Board shall fully reimburse the employee for registration fees. In addition, when the Board or Administration requires an employee to attend a seminar, workshop or conference, the Board shall fully reimburse the employee for necessary accommodations, meals and mileage.

ARTICLE 19  
AGENCY FEE

A. PURPOSE OF THE FEE

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

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the September through June period. A member's/non-member's dues obligation begins with the first month of employment. Termination of membership can be signed up at any time, but is effective only as of January 1 or July 1.

3. Termination of Employment

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

4. Mechanics

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

5. New Employees

Each month in which the Board hires a new unit member(s); the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE 20  
REPRODUCTION OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed. If the parties agree to a printing process other than in-school reproduction, then the cost shall be shared equally by the parties.

ARTICLE 21  
MISCELLANEOUS

- A. If any provision of the Agreement or any application of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or 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 during its duration, this Agreement shall be controlling.

ARTICLE 22  
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2006, and continue in effect through June 30, 2009, and shall not be modified in whole or in part except as may be mutually agreed and duly executed by the parties.
- B. In preparation for successor negotiations, a scattergram of teachers on staff as of October 1 shall be mutually agreed to by the parties. The salaries shown in this shall reflect the actual salary of the teachers on staff at that time.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed by the individuals authorized to do so the day and year indicated.

ATTEST: BOARD OF EDUCATION OF THE BOROUGH OF MEDFORD LAKES

\_\_\_\_\_  
Secretary BY \_\_\_\_\_  
President

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

ATTEST: MEDFORD LAKES EDUCATION ASSOCIATION

\_\_\_\_\_  
Secretary BY \_\_\_\_\_  
President

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

**SCHEDULE A-1**  
**TEACHERS' SALARY GUIDE**  
**2006-2007**

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
05-06	06-07						
***	1	42,220	43,363	44,505	45,647	46,789	47,932
1	2	42,420	43,563	44,705	45,847	46,989	48,132
2	3	42,524	43,666	44,809	45,951	47,093	48,236
3	4	43,199	44,341	45,484	46,626	47,768	48,911
4	5	43,926	45,068	46,211	47,353	48,495	49,637
5	6	44,445	45,588	46,730	47,872	49,014	50,157
6	7	45,639	46,782	47,924	49,066	50,209	51,351
7	8	46,418	47,561	48,703	49,845	50,987	52,130
8	9	47,516	49,658	49,800	50,943	52,085	53,227
9	10	48,696	49,838	50,980	52,122	53,265	54,407
10	11	49,869	51,011	52,154	53,296	54,438	55,580
11	12	53,272	54,414	55,557	56,699	57,841	58,983
12	13	59,503	60,645	61,787	62,929	64,072	65,214
13	14	66,045	67,187	68,329	69,472	70,614	71,756
14-15	15	72,270	73,413	74,555	75,697	76,839	77,982

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F. 1.

**SCHEDULE A-2**  
**TEACHERS' SALARY GUIDE**  
**2007-2008**

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
06-07	07-08						
***	1	43,276	44,911	46,097	47,282	48,467	49,653
1	2	43,926	45,111	46,297	47,482	48,667	49,853
2	3	44,126	45,311	46,497	47,682	48,867	50,053
3	4	44,826	46,012	47,197	48,382	49,568	50,753
4	5	45,581	46,766	47,951	49,137	50,322	51,507
5	6	46,119	47,305	48,490	49,675	50,861	52,046
6	7	47,359	48,544	49,729	50,915	52,100	53,285
7	8	48,167	49,352	50,537	51,723	52,908	54,093
8	9	49,306	50,941	51,676	52,862	54,047	55,232
9	10	50,530	51,715	52,901	54,086	55,271	56,456
10	11	51,748	52,933	54,118	55,304	56,489	57,674
11	12	55,279	56,464	57,649	58,835	60,020	61,205
12	13	61,744	62,929	64,115	65,300	66,485	67,671
13	14	68,533	69,718	70,903	72,089	73,274	74,459
14-15	15	74,993	76,178	77,363	78,549	79,734	80,919

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F. 1.

**SCHEDULE A-3**  
**TEACHERS' SALARY GUIDE**  
**2008-2009**

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
07-08	08-09						
***	1	45,818	47,046	48,273	49,500	50,278	51,955
1	2	46,018	47,246	48,473	49,700	50,928	52,155
2	3	46,218	47,446	48,673	49,900	51,128	52,355
3	4	46,418	47,646	48,873	50,100	51,328	52,555
4	5	47,088	48,315	49,543	50,770	51,997	53,225
5	6	47,757	48,985	50,212	51,439	52,667	53,894
6	7	49,040	50,268	51,495	52,723	53,950	55,177
7	8	49,877	51,105	52,322	53,559	54,787	56,014
8	9	51,057	52,284	53,511	54,739	55,966	57,194
9	10	52,324	53,552	54,779	56,006	57,234	58,461
10	11	53,585	54,813	56,040	57,267	58,495	59,722
11	12	57,242	58,469	59,696	60,924	62,151	63,379
12	13	63,937	65,164	66,391	67,619	68,846	70,074
13	14	70,966	72,194	73,421	74,648	75,876	77,103
14-15	15	77,656	78,883	80,110	81,338	82,565	83,793

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F. 1.

## **TEACHERS' LONGEVITY**

1. Teachers who have completed 10 years in the Medford Lakes District shall receive, in addition to the Salary Guide compensation, \$550 per annum.
2. Teachers who have completed 15 years in the Medford Lakes District shall receive, in addition to the Salary Guide compensation, \$950 per annum.
3. Teachers who have completed 20 years in the Medford Lakes District shall receive, in addition to the Salary Guide compensation, \$1,350 per annum.
4. Teachers who have completed 25 years in the Medford Lakes District shall receive, in addition to the Salary Guide compensation, \$1,765 per annum.
5. Teachers who have completed 30 years in the Medford Lakes District shall receive, in addition to the Salary Guide compensation, \$2,370 per annum.
6. Compensation under 1., 2., 3., 4. and 5. above shall not be cumulative.



**SCHEDULE B-1**  
**FULL-TIME CUSTODIANS' SALARY GUIDE**  
**2006-2007**

STEP 2005-2006	STEP 2006-2007	SALARY
***1/2/3	1	28,889
4/5	2	29,528
6/7	3	30,909
8	4	31,772
9	5	32,687

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**PART-TIME CUSTODIANS' HOURLY RATES**

New Hire                      \$10.21

Existing                        \$12.90

New hires work six (6) months at New Hire hourly rate. On the six month anniversary date, hourly rate increases to the Existing hourly rate.

**SCHEDULE B-2**  
**FULL-TIME CUSTODIANS' SALARY GUIDE**  
**2007-2008**

STEP 2006-2007	STEP 2007-2008	SALARY
***	1	29,471
1	2	29,971
2	3	31,373
3	4	32,248
4-5	5	33,178

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**PART-TIME CUSTODIANS' HOURLY RATES**

New Hire                      \$10.72

Existing                        \$13.54

New hires work six (6) months at New Hire hourly rate. On the six month anniversary date, hourly rate increases to the Existing hourly rate.

**SCHEDULE B-3**  
**FULL-TIME CUSTODIANS' SALARY GUIDE**  
**2008-2009**

STEP 2007-2008	STEP 2008-2009	SALARY
***	1	31,422
1	2	31,922
2	3	32,422
3	4	32,922
4-5	5	33,871

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**PART-TIME CUSTODIANS' HOURLY RATES**

New Hire                      \$11.26

Existing                        \$14.21

New hires work six (6) months at New Hire hourly rate. On the six month anniversary date, hourly rate increases to the Existing hourly rate.

**SCHEDULE C-1**  
**SECRETARIES' SALARY GUIDE**  
**2006-2007**

STEP 2005-2006	STEP 2006-2007	12 MONTH SALARY	10 MONTH SALARY
***1/2	1	30,226	25,178
3/4	2	30,877	25,721
5/6	3	31,528	26,263
7	4	31,854	26,534
8	5	32,354	26,951

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**SCHEDULE C-2**  
**SECRETARIES' SALARY GUIDE**  
**2007-2008**

STEP 2006-2007	STEP 2007-2008	12 MONTH SALARY	10 MONTH SALARY
****	1	31,562	26,291
1	2	32,242	26,858
2	3	32,922	27,424
3	4	33,261	27,706
4-5	5	33,784	28,142

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**SCHEDULE C-3**  
**SECRETARIES' SALARY GUIDE**  
**2008-2009**

STEP 2007-2008	STEP 2008-2009	12 MONTH SALARY	10 MONTH SALARY
****	1	33,199	27,655
1	2	33,699	28,071
2	3	34,199	28,488
3	4	34,699	28,904
4-5	5	35,199	29,321

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**SCHEDULE D-1**  
**PART-TIME ASSISTANTS' AND CLERKS' HOURLY RATE GUIDE**  
**2006-2007**

STEP 2005-2006	STEP 2006-2007	HOURLY RATE
***	1	9.75
1	2	9.86
2	3	9.97
3	4	10.08
4	5	10.16
5	6	10.87
6	7	11.37
7	8	11.50
8	9	12.29
9/10	10	12.86
11	OFF-GUIDE	18.21

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Assistants who possess a teacher's substitute certification will receive a differential of 30 cents per hour.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**SCHEDULE D-2**  
**PART-TIME ASSISTANTS' AND CLERKS' HOURLY RATE GUIDE**  
**2007-2008**

STEP 2006-2007	STEP 2007-2008	HOURLY RATE
***1	1	10.05
2	2	10.15
3	3	10.26
4	4	10.35
5	5	11.07
6	6	11.58
7	7	11.71
8	8	12.51
9/10	9	13.09
OFF-GUIDE	OFF-GUIDE	18.54

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Assistants who possess a teacher's substitute certification will receive a differential of 30 cents per hour.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.



**SCHEDULE D-3**  
**PART-TIME ASSISTANTS' AND CLERKS' HOURLY RATE GUIDE**  
**2008-2009**

STEP 2007-2008	STEP 2008-2009	HOURLY RATE
***1	1	10.45
2	2	10.55
3	3	10.64
4	4	11.38
5	5	11.90
6	6	12.04
7	7	12.86
8-9	8	13.46
OFF-GUIDE	OFF-GUIDE	19.07

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

Assistants who possess a teacher's substitute certification will receive a differential of 30 cents per hour.

Longevity: 20 years of service in the District as of the previous June 30: add \$200 to the amount shown.

**PART-TIME ASSISTANT'S AND CLERKS' STEP MOVEMENT CHART**  
**FOR 2006-2007, 2007-2008, AND 2008-2009**

Read step movement horizontally.

2005-2006 STEP	MOVES TO	2006-2007 STEP	MOVES TO	2007-2008 STEP	MOVES TO	2008-2009 STEP
					New	1
		New	→	1	→	1
New	→	1	→	1	→	1
1	→	2	→	2	→	2
2	→	3	→	3	→	3
3	→	4	→	4	→	4
4	→	5	→	5	→	5
5	→	6	→	6	→	6
6	→	7	→	7	→	7
7	→	8	→	8	→	8
8	→	9	→	9	→	8
9	→	10	→	9	→	8
10	→	10	→	9	→	8
11	→	OFF	→	OFF	→	OFF

**SCHEDULE E**  
**EXTRA-CURRICULAR ACTIVITIES**

**2006-2007**

EXTRAMURAL	STEP 1	STEP 2	STEP 3
Baseball, Basketball, Gymnastics, Field Hockey, Cross Country, Lacrosse and Soccer	2,257	2,543	2,894
Field Hockey Assistant	1,331	1,513	1,642

**2007-2008**

EXTRAMURAL	STEP 1	STEP 2	STEP 3
Baseball, Basketball, Gymnastics, Field Hockey, Cross Country, Lacrosse and Soccer	2,347	2,645	3,010
Field Hockey Assistant	1,384	1,574	1,708

**2008-2009**

EXTRAMURAL	STEP 1	STEP 2	STEP 3
Baseball, Basketball, Gymnastics, Field Hockey, Cross Country, Lacrosse and Soccer	2,441	2,750	3,130
Field Hockey Assistant	1,440	1,637	1,776

If an assistant position is created during the term of this agreement, compensation shall be set at the assistant rate for other position(s) listed above.

If a teacher with unbroken teaching service to the District is approved for a Schedule E extramural position which he/she formerly held in the District, his/her placement shall be at the step consistent with his/her prior experience coaching the sport in the District. "Unbroken teaching service" is defined as currently receiving a paycheck or on an approved unpaid leave of absence.

**SCHEDULE E, continued**

<b>INTRAMURAL</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Intramural Basketball, Intramural Gymnastics, Intramural Lacrosse, Safety Patrol	1,148	1,194	1,242
Yearbook	1,525	1,586	1,649
Student Council	2,361	2,455	2,553
Cheerleading	2,098	2,182	2,269
Band	2,069	2,151	2,237
Assistant Band, Assistant Chorus	982	1,021	1,062
Chorus	1,692	1,760	1,830
AVA Coordinator	875	910	946
Curriculum (new)	1,202	1,250	1,300
Curriculum (re-write)	546	568	591
Master Scheduling	1,003	1,043	1,084
Unit Coordinators (includes Steering Committee work)	1,092	1,136	1,181
Tournament of Champions	801	833	866
Environmental Field Studies Coordinator	459	477	496
Project Infinity Facilitator	1,560	1,622	1,687

<b>HOURLY POSITIONS</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Cafeteria Duty, Playground Duty, After-School Supervision, After-school Workshop	29.55	30.73	31.96
Homebound Instruction	40.79	42.42	44.12
Summer School	38.29	39.82	41.42
Coordinate and direct clubs	33.29	34.62	36.01
Class Trip Supervision – Teachers *	10.40	10.82	11.25
Class Trip Supervision – Assistants *	Minimum wage	Minimum wage	Minimum wage
K.O.O.L. Grant Meetings/Training	Summer School Rate	Summer School Rate	Summer School Rate

\*Supervision of all trips that extend beyond the contractual day (before and after) for hours worked beyond the contractual day.

<b>“PER EVENT” POSITIONS</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Overnight Camping	154.84	161.03	167.47
Dance Chaperone	63.27	65.80	68.44
Crowd Supervisor	49.11	51.07	53.12
LTDC, Social history, or speech evaluation	260	270	281

### **SCHEDULE E, continued**

When the Administration approves in writing in advance and a teacher participates on a committee outside the workday or participates in IEP conferences outside the work day, the teacher shall be paid at the summer school rate.

When a teacher is directed by the Administration to work in the summer (e.g. nurses) or is involved in training outside the work day (as defined in Article 8), the teacher shall be paid the summer school rate.

It is recognized by the Board of Education and the Medford Lakes Education Association that enrichment activities are important for providing a complete education for children. Therefore, it is agreed that every effort will be made to offer clubs which will extend these enrichment activities for children (i.e., computer, environmental, advanced interest, photography, language).