

AGREEMENT

MIDDLE TOWNSHIP EDUCATION ASSOCIATION

AND

MIDDLE TOWNSHIP BOARD OF EDUCATION

July 1, 2009 – June 30, 2012

Cape May Court House, New Jersey

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COMMON PROVISIONS

PREAMBLE

This Agreement entered into this 18th day of February, 2010, by and between the Board of Education of Middle Township of Cape May County, New Jersey, hereinafter called the "Board" and the Middle Township Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board recognizes the Middle Township Education Association as the exclusive representative pursuant to the provisions of NJSA 34:13A-1 et seq., and Recognition Order RO-2009-016 for collective negotiations concerning the terms and conditions of employment for all certified Classroom Teachers, Nurses, Librarians, Child Study Teams, Counselors, Department Chairpersons and Chairperson of Guidance; and all regularly employed custodial workers, grounds keepers, maintenance repairers, custodial workers (low pressure license), senior custodial workers, HVAC mechanic, teacher aides, school nurse aides, interpreter, security personnel, cooks, bakers and assistants, food service workers, clerical employees who include but are not limited to clerk typists, library assistants, senior clerk typists, principal clerks, principal clerk typists, supervising clerk typists, data entry machine operators, bus drivers, mechanics and transportation aides but excluding managerial executives, confidential employees and supervisors within the meaning of the Act, craft employees, police employees, secretary to the superintendent, secretary to the school business administrator, secretaries to the assistant superintendents, supervisor of payroll, district technology coordinators, payroll clerk/benefits coordinator, accounts receivable/payable clerk, school data supervisor secretary to the facilities supervisor, PAC technical director, casual employees, and all other employees employed by the Middle Township Board of Education.
- B. Unless otherwise indicated, the term "Employees" when used hereafter in this agreement shall refer to all employees of the Board represented by the Association in the negotiating unit as above defined. All references to a specific type of employee shall only apply to employees with that category. All references to male persons shall include female persons.
- C. Unless otherwise indicated the term "School District" when used hereafter in this agreement shall refer to the Middle Township School District.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment.
- B. During negotiations, the Board and the Association and/or their representatives shall present relevant data, exchange points of view and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, information concerning audits, tentative budgets, list of names and addresses of all Board members, Administrators, Faculty Members, and Employees. The Association has the right to read minutes of Board meetings. Any information of non-confidential nature will be available for their reading upon request.
- B. The Board of Education will grant to the Association upon request the use of school buildings at reasonable hours for meetings. The Principal of the building in question shall be asked two (2) days in advance of time and place of all meetings to determine if the building is available. If the building is desired for use for other than or in addition to the MTEA, permission should be obtained from the Superintendent of Schools. No meetings on Sunday. Periods when not covered by janitorial staff should also be cleared through the Superintendent of Schools. The two (2) day notice shall be waived for emergency meetings.
- C. The Board will grant to the Association, use of school equipment, including computers duplication equipment, calculating machines at reasonable times, when such equipment is not otherwise in use and upon approval of the Principal. In buildings where pay phones have not been installed, the Association shall have the use of office phones provided that such use does not interfere with the operation of the office and provided that all toll calls made by the Association are paid by the Association.
- D. 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 this shall not interfere with or interrupt normal school operations.

- E. The Association shall have the exclusive use of a bulletin board in each faculty lounge of each school building. All material being placed on this bulletin board shall either be signed or bear the Association monogram. The Association agrees to accept the responsibility for monitoring such bulletin boards.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the Building Principal or other members of the Administration for identified Association communications.
- G. Association representatives shall have the right to use the intercommunications systems in the various schools to make announcements of the Association providing such announcements are made within fifteen (15) minutes after the students have been dismissed.
- H. The Association President shall be released from his/her work responsibilities to attend to matters of mutual interest to both the Association and the Board. The released time shall be subject to the Superintendent's approval.
- I. When the Board and the Association mutually schedule a negotiations session or grievance hearing during an Association representative's regular work schedule, that person will be given released time without loss of pay to attend said negotiations or grievance hearings.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Employees shall not be reprimanded or otherwise disciplined without just cause.
- B. Whenever any employee is required to appear before the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his position, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him.
- C. Employees shall not be required to work under unsafe or hazardous conditions as determined by the building principal.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to one year shall be granted to any employee who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in such programs, or accepts a Fulbright Scholarship.
- C. The Board shall grant a leave of absence for a period of one (1) school year, without pay, to any employee to campaign for or serve in a public office or to campaign for a public office. The employee shall have the right to request an additional one (1) year prior to April 30, or to fill the term of office to which he has been elected or appointed.
- D. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused sick leave and credits toward sabbatical eligibility shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- E. Other leaves of absence without pay may be granted by the Board of Education and increment credit may or may not be given by the Board, such time shall not count toward fulfillment of tenure requirements.
- F. All extensions or renewals of leaves shall be applied for and granted in writing at least ninety (90) days prior to the expiration date of the leave, except in the case of emergency.
- G. Child bearing and child rearing leave shall be granted in accordance with applicable statutes and the directives of the New Jersey Division of Civil Rights. Child rearing leaves that extend beyond either the period of disability or the expiration of a State Family Leave Act leave or the expiration of a Federal Family and Medical Leave Act leave shall terminate at the beginning of a marking period.
- H. Leaves pursuant to both the New Jersey Family Leave Act and the Federal Family and Medical Leave Act will be granted based on all of the provisions of the Act being utilized.

ARTICLE VI

REPRESENTATION FEE

Purpose of Fee

If an 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 employee 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.

ARTICLE VII

INSURANCE PROTECTION

- A. The Board shall pay the full premium for each employee and his or her dependents under the New Jersey State Health Benefits Plan.
- B. The Board shall provide a medical insurance program that permits employees to be reimbursed for their prescription drug expenses in accordance with the terms of the major medical provisions of the medical insurance program.
- C. The Board shall pay the full premium for each employee and his or her dependents for the Delta Dental II-A plan.
- D. For employees in the Transportation Department eligibility for enrollment in the insurance plans described in Sections A, B and C above shall be determined by the number of hours of regularly scheduled employment per week. Employees in the Transportation Department who were hired on or before June 30, 1996, who regularly work twenty (20) or more hours per week will be eligible for coverage. Transportation Department employees hired on or after July 1, 1996, who regularly work thirty (30) or more hours per week will be eligible for coverage.
- E. For employees who were previously represented by the Support Staff Association eligibility for enrollment in the insurance plans described in Sections A, B and C above shall be determined by the number of hours of regularly scheduled employment per week. Employees hired on or before June 30, 2002, who regularly work twenty (20) or more hours per week will be eligible for coverage. Aides hired on or before June 30, 2002, may have their work hours increased up to twenty-nine and one half (29.5) hours per week without becoming eligible for insurance benefits. Employees hired on or after July 1, 2002, who regularly work thirty (30) or more hours per week will be eligible for coverage.

ARTICLE VIII

EMPLOYEE –ADMINISTRATION LIAISON

A. Building-Level Council

1. Organization

The Association shall select a Faculty Council for each school building which shall meet with the Principal at least once a month after the school day for the school year. Said Council shall consist of not more than one (1) member for every eight (8) employees in the school building, but shall in no event have less than six (6) members.

2. Areas for Faculty Council consideration shall include but not be limited to school building level decisions regarding:

- a. Facilitation of programs and recommendations of the Instructional Council.
- b. Revisions and development of building policies and practices.

ARTICLE IX

MISCELLANEOUS PROVISIONS

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 language of this agreement, in accordance with applicable laws and regulations:

1. to direct employees of school district;
2. to hire, rehire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, demote, discharge or take any other disciplinary action against employees;
3. to maintain efficiency of school district operations entrusted to them;
4. take whatever actions that may be necessary to accomplish the mission of the school district in situations of emergency.

B. It is understood by all parties that under the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

- C. This agreement constitutes the entire agreement between the Board of Education and the MTEA and settles all demands and issues with respect to all matters subject to negotiations. Nothing in this agreement which changes pre-existing Board policy or rules and regulations shall operate retroactively unless expressly so stated herein. This agreement shall not be altered, amended, or changed except in writing after mutual agreement of the parties and after ratification by duly authorized groups and signed by both the Board and the Association which writing shall be appended hereto and become part of this agreement. In the event that any provision or portion of this agreement is ultimately ruled invalid for any reasons by an authority of established and competent legal jurisdiction, the balance and remainder shall remain in full force and effect.
- D. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed and presented to all recognized employees. Cost of printing shall be shared equally by the Board and the Association.
- E. The Board, the Administration and the Association agree there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered at the Agreement, and whether or not within the knowledge or contemplation of either of both parties at the time they negotiated or executed this Agreement.
- G. 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.
- H. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE X

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012. Subject to the Association's right to continue as a majority representative and negotiate over a successor agreement. This agreement shall not be extended orally, and it expressly understood that it shall expire on the date indicated.
- B. On witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by the respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

**MIDDLE TOWNSHIP
BOARD OF EDUCATION**

**MIDDLE TOWNSHIP
EDUCATION ASSOCIATION**

Calvin I. [Signature]

Charles T. [Signature] Pres.

[Signature]

Constance Chalok - sec.

Date 12/23/10

Date 12/23/10

APPENDIX A TEACHING STAFF MEMBERS

ARTICLE A-I

GRIEVANCE PROCEDURE

A. Definition

A “grievance “ shall mean a complaint by an employee or group of employees of the Public School System that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation, or inequitable application of Board policies and agreements or administration decisions except that the term “grievance” shall not apply to:

- (a) any matter for which a method of review is prescribed by law or
- (b) any rule or regulation of the State Commissioner of Education
- (c) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone
- (d) a complaint of a non-tenured teacher which arises by reason of his not being re-employed
- (e) or a complaint by any certified personnel 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.

A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty (20) working days of its occurrence.

B. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the 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 the 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 as is practicable.

C. Procedure

1. Any member of the staff shall have the right to present a complaint as specified herein.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall mean the grievance has been dropped.
3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. All meetings and hearings under this procedure shall be conducted in private session and shall include only such parties as are designated or heretofore referred to in this grievance procedure.
5. All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file.
6. On or before September 15, the President shall supply names of each building grievance representative to the Superintendent.
7. Each school building shall have a minimum number of one designated grievance representative appointed by the Association. The building grievance representative(s) shall be informed by the grievant and have the right to be present and assist in the grievance procedure at any level beyond the informal level.

Step 1 – Principal

Any employee who has a grievance shall discuss it first with his Principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing and present it to the Principal on the appropriate form specifying:

1. The specific nature of the grievance.
2. The nature and extent of the injury, loss or inconvenience.
3. The date and time of presentation.
4. The results of previous discussions.
5. The relief sought.

The Principal shall communicate his decision to the employee in writing within seven (7) school days of the receipt of the written grievance.

Step 2—Superintendent

The employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Principal.

Step 3—Board of Education

If the grievance is not resolved to the employee's satisfaction, he may no later than five (5) school days after receipt of the Superintendent's decision, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

Step 4—Arbitration

If the aggrieved is dissatisfied with the decision at the Board level, the aggrieved may petition the Association to file for arbitration. A copy of the aggrieved's petition shall be forwarded to the Board. The Association shall determine whether or not to file for arbitration. If the Association decides to request arbitration, such request shall be made known to the Superintendent no later than two weeks after the previous written decision of the Board of Education was made known. The following procedure will be used to secure the services of an arbitrator:

1. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second list of names.
3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

D. Costs

1. Each party will bear the total costs incurred by them.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. If the arbitrator rules favorably for the employee, the Board of Education will pay the salary for the time lost; if the ruling is against the employee, time lost must be without pay.

ARTICLE A-II

TEACHER WORK YEAR

- A. 1. The work year will consist of the following work days: One hundred and eighty (180) teaching, two (2) full in-service days and one (1) orientation day before school opens. Effective with the 2010-2011 school year, certificated staff members' contractual work year will reflect one (1) additional in-service day. New Teachers may be required to attend three (3) additional orientation days. Teachers who are transferred between buildings may be required to attend the in-building portion on one (1) of the three (3) orientation days.
2. a. Effective July 1, 2007, in addition to the work year set forth in Section A.1. child study team members and high school guidance counselors may be required to work fourteen (14) additional days. The fourteen additional days will be scheduled by the Superintendent or his/her designee not later than May 15th of each school year. The additional days will include at least ten (10) days during July and August.
3. Child Study Team members and High School guidance counselors who were employed in this capacity prior to July 1, 2006, may elect to not work the extra ten (10) days during the months of July and August. The Director of Special Services or the Chairperson of Guidance must be notified of the individual's choice not later than April 1st of each school year.
4. Effective September 1, 2009, each CST member or High School guidance counselor who chooses to work the fourteen (14) additional days shall receive pensionable salary at the rate of three hundred twenty-five dollars (\$325) per day for the additional fourteen (14) days. The Board office must be notified of the member's or counselor's preference prior to July 1st of each school year. The

summer compensation will be added to the member's or counselor's salary and paid in accordance with the regular ten month pay schedule.

- B. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board. The Association President shall have the right to submit a written proposal on the calendar to the Superintendent on or before March 1 of the preceding year.
- C. Teachers shall receive their teaching schedule by August 15 of each school year. The schedules may be changed. The Association President shall receive a copy of the master schedule for each building by August 15 of each school year.

ARTICLE A-III

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Teachers shall be required to report for duty at the time specified for each school building and shall be permitted to leave at the time specified for each school building except on early dismissal days. On early dismissal days teachers shall be required to remain until the regularly scheduled departure time for educationally related activities except on early student dismissal days preceding holidays and vacations when the teacher may leave fifteen (15) minutes after the students depart.
2. The total in-school day for all Teachers shall consist of not more than seven (7) hours and fifteen (15) minutes, which shall include a duty-free lunch period of not less than thirty (30) minutes except in the high school when the individual agrees to less. When less than thirty (30) minutes, the teacher lunch period shall be at least equal to the students' lunch period.
 - a. All High School Teachers shall have one preparation period for a full school day which shall be the equivalent of a class period or two mods. High school teachers who have four (4) or more preparations shall have an additional prep period for a full school day and no assigned duties. Note: Home Room and Bus Supervision are not duties.
 - b. All teachers in the Middle School shall have one (1) preparation period for a full school day, which shall be forty-four (44) minutes in length.
 - (1) Effective September 1, 2007, all academic teachers in the Middle School shall have an additional planning period for a full day for the purpose of team planning. Middle School academic teachers are defined as teachers who are assigned to a specific academic team including special education teachers. Special education

teachers who are assigned to more than one academic team will have weekly planning time that is equivalent to that of an academic teacher and may be divided among two (2) or more academic teams.

- (2) The maximum instructional load in the Middle School shall not exceed two hundred and sixty-four (264) minutes per full length school day.
 - c. The Building Principal shall schedule a minimum of forty (40) minutes of scheduled preparation time for a full school day for elementary teachers.
 - d. Preparation time for special subject teachers shall be equal in length to the weekly preparation time for classroom teachers in the building where the special subject teacher spends the majority of his/her time or if the time is equally divided, the preparation time shall correspond to the building where the teacher is assigned in the morning.
 - e. Pre-school and Kindergarten teachers working in half-day programs shall have two hundred (200) minutes of preparation time per week. This preparation time may be scheduled in periods of twenty (20) or more minutes and may occur before or after the students' day.
3. Chaperone duty shall be on a voluntary basis. Teachers shall only be compensated at the chaperone rate of pay for activities or functions that occur after the teacher's departure time. If there are insufficient volunteers, chaperones shall be drawn on a rotating basis within each school building for the function in that building. No compensation will be paid for chaperone duty for class trips or other than Board sponsored activities. Chaperones participating in the senior class trip are on a strictly volunteer basis.
 4. Teachers may be required to attend up to four (4) after school curriculum, professional development, in-service or other educational related meetings per year. These meetings shall begin not later than ten (10) minutes after the latest student dismissal time and may last as long as seventy-five (75) minutes. Teachers may stay later if they so desire.
 5. The Board reserves the right to require Teachers to attend two (2) faculty meetings per month which take place after the regular pupil school day. Faculty meetings shall commence ten (10) minutes after the student dismissal time and will have a maximum duration of one (1) and one-quarter (1/4) hours. However, except in cases of emergency, teachers will be informed forty-eight (48) hours in advance of such meetings. Faculty meetings involving personnel from more than one building shall commence no later than fifteen (15) minutes after the latest student dismissal in the buildings involved.
 6.
 - a. The Board reserves the right to schedule Parent-Teacher Conferences during both the fall and spring. Fall conferences will be held on two (2)

evenings and one (1) afternoon. Spring conferences will be held on one (1) evening and two (2) afternoons. Evening conferences shall not be scheduled on Fridays or Mondays. Students will be dismissed early on conference days.

- b. In the event that additional conferences are deemed necessary for Kindergarten classes, Teachers will be released from their morning or afternoon assignments and conferences will not exceed the contractual school day.
 - c. All teachers will be present for the full duration of the evening parent conferences.
7. No district-wide faculty meetings shall be held except in an emergency.
 8. All teachers shall be required to attend one back-to-school night each school year. The date for back-to-school night for each building will be included in the school calendar. The scheduled date for each building will only be changed in emergency situations. Teachers may be excused by the Superintendent for course work, educational training, and/or family emergency. Denials shall be subject to the grievance procedure.
 9. Meetings requiring teacher attendance shall not be scheduled after the school day on Fridays or the day before a scheduled "No School" day, except in emergencies.
 10. To the extent possible home instructors shall be volunteers. When volunteers are not available appropriately certificated teachers will be assigned based on rotating seniority within the department or elementary building. Where the home instructor and the Superintendent/designee agree that the student's home environment is unsuitable for instruction the student will be transported to an appropriate location for instruction unless the student cannot be transported for medical reasons. Home instructors shall be paid fifty dollars (\$50) per hour.

B. Teacher Load

The standard teaching load for high school teachers shall consist of either five (5) or six (6) teaching periods. High school teachers who are assigned to teach six (6) periods will be released from duty assignments.

C. Zero Period

1. The "zero" teaching period shall be filled first by volunteers.
2. Volunteers shall commit to the schedule for the instructional year unless a change is mutually agreed upon by the parties.

3. If there is an insufficient number of volunteers appropriately certified, staff shall be assigned on a seniority basis with the least senior staff to be assigned according to date of hire.
4. "Zero" period teachers shall be exempt from the contractual starting time prior to the student day and subsequent of the student day.
5. The work day for "zero" period teachers shall commence at 6:54 a.m. and end at 2:09 p.m.
6. "Zero" period teachers shall attend meetings as provided for in the negotiated agreement (i.e.—faculty meetings).
7. Any teacher agreeing to teach a class (17th and 18th mod) in conjunction with "zero period" day, shall be paid seven thousand (\$7,000) dollars for the additional instructional time.
8. If a teacher who is assigned to the "zero period" plans to be absent he/she must telephone the AESOP caller prior to 5:30 a.m. and must telephone the vice-principal by 6:30 a.m.

ARTICLE A-IV

CLASS SIZE

The Board agrees to continue its present practice of attempting to keep class size at an acceptable number considering financial conditions in the district, available facilities and qualified faculty and in the best interest of the district as viewed administratively feasible.

ARTICLE A-V

TRANSFERS AND REASSIGNMENTS

- A. The Superintendent of Schools shall notify, in writing, the Association President and post in all school buildings a list of the known vacancies which shall occur during the school year, not later than May 15 of each school year. Vacancies occurring after May 15 will be posted as they occur.
- B. Teachers who desire a change in grade and/or assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent and their Principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. No requested transfer shall be denied arbitrarily or capriciously. Requests must be submitted not later than June 1 of each school year.

- C. Teachers in one building shall have the right to be considered for positions involving athletics and other extra-curricular activities in another building in the district.

ARTICLE A-VI

PROMOTIONS

- A. When positions on the administrator-supervisory levels of responsibility including but not limited to positions such as Superintendent, Assistant Superintendent, Principal, Assistant Principal, Guidance Counselor, Chairman of Guidance, and Department Chairperson become vacant, such vacancies shall be posted on the faculty or office bulletin board in each building in the district and a copy sent to the Association. All qualifications for the positions shall be posted. Open positions shall be posted for ten (10) calendar days.
- B. All qualified Teachers shall be given adequate opportunity to make application for such positions. In filling vacancies, due consideration shall be given to qualified Teachers already employed by the Board.

A letter of rejection shall be sent to each applicant not promoted.

ARTICLE A-VII

SICK LEAVE

All Teachers shall be entitled to eleven (11) sick leave days each school year, as of the first day of the school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE A-VIII

PERSONAL LEAVE DAYS

- A. Teachers shall be entitled to a total of three (3) personal leave days with full pay each school year. It is the intent of the parties that these days will be for obligations which cannot be met except during school hours. No more than one (1) such personal leave day may be taken on a Monday, Friday, in-service day or preceding or following a holiday.
- B. Written notice for such leave shall be made to the building principal at least three (3) days before taking leave under this Article, except in the case of emergencies where oral notice will suffice.

- C. In the event of death in the immediate family, the days given for this purpose shall be over and above the number of days given for Personal Leave as pursuant to Section B. "Immediate family" shall be spouse, child, step-child, parent, step-parent, sibling, grandparent, parent, child, and sibling in-laws, or other members of the immediate household. The Superintendent shall grant death leave in the following amounts.
1. Up to a maximum of five (5) days per occurrence for spouse, child, step-child, parent, step-parent, sibling, grandchild and other members of the immediate household.
 2. Up to a maximum of three (3) days per occurrence for grandparents, and parent-in-laws, child and sibling in-laws.
- Death leave shall be taken immediately after the death occurs unless other arrangements are made immediately after the death.
- D. At the end of each school year any unused temporary leave of absence days provided in Section A. of this Article shall be converted to sick leave days.

ARTICLE A-IX

SABBATICAL LEAVES

- A. A sabbatical leave shall be granted to a Teacher by the Board for study, and may be granted for other reasons of value to the school system.
- B. Sabbatical leave shall be granted subject to the following conditions:
1. Applications for sabbaticals shall be submitted by the applicants and passed upon by the Board of Education.
 2. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 31, and action must be taken on all requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
 3. The Teacher has completed at least six (6) consecutive years of service in the Middle Township School District.
 4. Accompanying the application will be approved course of study from a recognized college or university, if applicable.
 5. The applicant receiving a sabbatical will agree in writing to return to the service of the district for a period of two (2) years following the completion of his sabbatical and will execute a promissory note to return all money if he does not so return to the district.

6. A Teacher on sabbatical leave for a full school year shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received had he remained on active duty.
7. The Board will reimburse a maximum of twelve (12) credits subject to conditions stated in Article XV.
8. Upon return from sabbatical leave, a Teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

ARTICLE A-X

EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

The Board will reimburse full cost for tuition for graduate, undergraduate, and on-line/distance learning courses offered by accredited colleges or universities that are completed between July 1 and June 30 in a given year based on the prevailing New Jersey State college rate per credit. The maximum reimbursement is the tuition charged at Rutgers, the State University for the same credits regardless of where the courses are taken.

1. When the Teacher submits the bill after the course or courses have been successfully completed, the Teacher must be under contract and have full intention to continue teaching in the Middle Township School District. In the event that the Teacher voluntarily terminates his/her employment in the Middle Township Schools the Teacher will be required to repay the tuition cost to the Board based on the years of service provided to the Board by the Teacher following the Teacher's completion of the course. The Teacher shall repay the Board for 50% of his/her reimbursement for a period of less than one full academic year (July 1 to June 30).

Example: If a teacher completes a course in December, the teacher is obligated to remain in the district for one school year from the following July 1 to June 30. If a teacher completes a course in June, the teacher is obligated to remain in the district for one school year from the following July 1 to June 30.

2. The repayment to the Board shall be by payroll deduction from the last four (4) Teacher's paychecks. When the last four (4) paychecks are either insufficient to cover the cost of the tuition reimbursement received by the Teacher or were issued before the Teacher notified the Board of his/her intention to resign, the Teacher will be required to submit repayment to the Board within sixty (60) days

of receipt of notice from the Board of the amount due. The Board may initiate action in Superior Court to collect the repayment of monies.

3. The Superintendent must approve the course or courses before the course is taken by the Teacher. At the close of the course, proof of the credit earned must be submitted to the Superintendent.
4. Courses required to meet minimum certification requirements for alternate route and/or less than full certified teachers will not be eligible for reimbursement.
5. This action is intended to be an encouragement to teachers to improve in their field, but it is not to be construed that the Board of Education sponsors the courses taken. This matter is entirely a Teacher responsibility.
6. The maximum annual expenditure for tuition reimbursement shall be \$60,000. During the school years when the requests for tuition reimbursement will exceed the \$60,000 limit the \$60,000 distributed based on district seniority with the most senior being first and least senior being last.
7. The available dollars per trimester will be divided on the basis of equal dollars per credit among the successful applicants who satisfactorily complete the courses. The dollars per credit payment shall not be less than eighty percent (80%) of the Rutgers University graduate tuition rate.
8. The sixty thousand dollars (\$60,000) shall be disbursed based on three trimesters from September through December, January through May, and June through August. Unexpended funds from each trimester will be carried forward to the next trimester for the duration of this contract (2009-2010).
9.
 - a. There will be a two (2) week window to apply for tuition reimbursement for each trimester. These dates are subject to mutual agreement between the parties for subsequent years.
 - b. Applications for the fall trimester will be submitted between 8:30 a.m. on the Monday nearest to June 1 and 4:00 p.m. on the second Friday thereafter. Applications for the spring trimester will be submitted as stated above starting on the Monday nearest October 1.
10. Within one week of the close of the application period not more than two (2) representatives from each side will meet to determine the dollars per credit that will be distributed to each successful applicant.
11. Within one week of the announcement of the dollars per credit that will be awarded any teacher who chooses to withdraw from tuition reimbursement must notify the Association and the Business Office of his/her decision to withdraw. Candidates who withdraw will be replaced by the next most senior applicant on the list.

12. Monies designated for any successful applicant who does not satisfactorily complete the course(s) and who has not notified the Association and the Business Office within ten (10) calendar days of the first day of the trimester will be forfeited.
- B. The Board and Association agree to reopen negotiations when requested by either party for the purpose of negotiating terms and conditions of employment related to the State mandated one hundred (100) hours of teacher training.

ARTICLE A-XI

TEACHER EMPLOYMENT

- A. A Teacher's contract shall stipulate for all Teachers with one or more years service the following:
 1. Salary
 2. That the Teacher will teach in his or her areas of certification where administratively feasible.
- B. Teachers who will not be offered a contract shall be so notified in writing prior to May 16.
- C. Non-tenure personnel shall be notified by the Superintendent of recommendation for non-re-employment at least forty-eight (48) hours prior to the public Board meeting at which action or re-employment will be taken.

ARTICLE A-XII

TEACHER EVALUATION

- A. Performance/classroom observation will be conducted by a supervisor, followed by a written evaluation report from the evaluator to the evaluatee, and shall be followed by an evaluation conference within fifteen (15) working days of the evaluation. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. Teacher signatures indicate only that they have read the reports. Copies shall be given to the Superintendent, Assistant Superintendent, Teacher, Principal, and/or Supervisor. Should said conference not be held within fifteen (15) working days following the evaluation, due to cancellation/postponement by either party, all parties involved shall be required to present justifiable reasons to the Superintendent.
- B. Written responses pertaining to Teacher performance evaluations shall be submitted not later than ten (10) school days after the post-evaluation conference is held. Such

responses shall contain the date of the evaluation, date of the responses, the signature of the evaluator, and the evaluatee, and copies shall be attached to the evaluation report. It is recommended that items be referred to be letter and/or number according to the evaluation instrument used.

- C. Evaluations will not strengths and/or weaknesses and will contain positive recommendations for improvement of weaknesses. A Teacher encountering difficulties which could possibly result in withholding of increment or non-renewal shall receive increased observation and supervision with the intent of improving the weaknesses.
- D. Teachers shall receive a copy of the written evaluation report at least two (2) days prior to any conference concerning the written evaluation unless both parties agree to a lesser period of time. A conference shall be held whenever a classroom evaluation is followed by a written evaluation report.
- E. The Annual Written Performance Report will be issued no later than ten (10) working days before the last day of school. The report will be signed within five (5) days of the review of said report.
- F. A Summary of additional data may be attached to the annual performance report by the employee within ten (10) working days of the annual conference. This data will be supplied by the teaching staff member upon request of the supervisor.
- G. In the event that any new evaluation form is to be designed, a committee composed of three (3) members appointed by the Board and four (4) members selected by the Association shall be consulted before the new evaluation form is adopted. Any new evaluative forms will be distributed to teachers at least ten (10) days prior to implementation.
- H. The instructor shall not be evaluated during the alternative program as a part of the normal instructional day evaluation process.

ARTICLE A-XIII

DEPARTMENT CHAIRPERSONS

- A. The present practice regarding the assignment of Department Chairpersons instruction-supervision periods and being excused from study hall and homeroom assignments shall be continued during the term of this contract.
- B. Department Chairpersons with a supervisor's certificate shall receive a stipend of \$325 per teacher, including the Department Chairperson, up to six (6) teachers supervised, and \$150 for each teacher over six (6). Department Chairpersons without a supervisor's certificate shall receive a stipend of \$250 per teacher up to six (6) teachers supervised, and \$125 for each over six (6).

ARTICLE A-XIV

GUIDANCE DEPARTMENT

- A. Effective July 1, 2004, the Chairperson of the Guidance Department shall be employed on a ten (10) month basis. The Chairperson shall work in accordance with the school calendar when school is in session. The Chairperson shall work a total of twenty (20) days during the months of July and/or August. These days shall be scheduled by mutual agreement between the Chairperson, the Principal and the Superintendent.

- B. The Guidance Chairperson shall be paid at the rate of one hundred and ten percent (110%) of his/her step on the teacher salary guide. Paychecks shall be issued on the same dates that paychecks are issued for all other ten (10) month teaching staff members. In the event that a newly hired Guidance chairperson is employed on a date that precludes fulfilling the twenty (20) day obligation in July/August the Chairperson's salary will be proportionally reduced for that school year.

ARTICLE A-XV

SALARIES, STIPENDS, AND EXTRA CURRICULAR

- A.
 - 1. All salaries of all teachers covered by this Agreement are set forth in Schedule "A" for each of the three (3) years of this Agreement. Schedules "A" are attached hereto and made a part hereof. This includes salary guides for 2009-2010 and 2010-2011 and 2011-2012. All Teachers shall advance and/or be placed on their appropriate experience step on each year's salary guide unless an increment is withheld as per 18A:29-14.

 - 2. Eligibility for step advancement on the salary guide shall require a minimum of ninety-three days on the payroll.

 - 3. Teachers serving as instructors in the after school alternative program shall be compensated at either thirty dollars (\$30.00) per hour or their Schedule A hourly rate, whichever is greater.

- B. An optional summer payment plan whereby the Teacher empowers and directs the Secretary of the Board to deduct and withhold an amount equal to ten (10%) percent of each semi-monthly salary installment which is to be paid in two (2) equal installments on July 15th and August 15th or upon death or termination of employment if earlier will continue to be available to teachers.

- C.
 - 1. Teachers performing any tutorial services shall be paid at the rate of thirty dollars (\$30.00) per hour.

2. Department Chairperson and teachers required to work more than the number of days specified in Article A-II, Section A.1 will be compensated at their per diem rate to be prorated on an hourly basis for each Teacher working less than a normal school day.
 3. Teacher participation in extra-curricular activities for which chaperones are needed and teachers who participate in field trips which extend beyond the normal school day shall be compensated at the rate of twenty-one dollars (\$21.00) per hour.
 4. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his Principal or immediate supervisor. He shall be compensated at the prevailing IRS rate for mileage for the use of his automobile.
- D. The member of the Child Study team shall be compensated on the following basis provided the individual continuously held the position since June 30, 1992. Individuals who join the team after July 1, 1992, shall not receive this additional compensation.
1. Team Chairman--\$500
 2. Psychologist—Step on salary guide (Schedule “A”) plus \$2500.
 3. Learning Disability Specialist—Step on salary guide (Schedule “A”) plus \$500.
- E. Compensation for all extra-curricular activities shall be as set forth in Schedule “B” which is attached hereto and made a part hereof.
- F.
1. All credits obtained after September 1, 1978, in order to apply for salary classification changes above the Bachelor’s level, must carry graduate credit. Anyone having credits beyond his/her Bachelor’s degree prior to September 1, 1978, may count them for BA+15 and BA+30 salary classification and any teacher having achieved a salary classification prior to September 1, 1978, shall retain it. Exceptions to the graduate credit requirement of this section may be made by the Superintendent for courses taken after September 1, 1978. The courses must be approved in advance for salary classification change by the Superintendent. The Superintendent’s determination shall not be grievable. A maximum of six (6) undergraduate credits may be used for salary classification change.
 2. Salary changes will occur only on September 1st or February 1st of each year. Teachers anticipating a salary change must notify the Superintendent of the anticipated change no later than January 31st of the preceding school year for the change to be effective on the above dates. Teachers hired after the deadline will give notice as soon as possible.

G. New positions/stipends for Schedule B shall be created via the following procedure:

1. Submission of request from activity advisor/coach to the Building Principal shall be made via the Head Representative. Requests should include brief job description and/or stipend requested.
2. If approved, the Principal then recommends the position/stipend to the Superintendent.
3. If approved, the Superintendent then recommends the position/stipend to the Extra-Curricular Committee.
4. If approved, the Board will add said position/stipend to Schedule B (or change the existing stipend).
5. The decision will not be grievable.

H. Teachers Used As Substitutes

The parties agree to the following terms and conditions regarding the assignment of teachers to cover classes in the absence of a substitute:

1. The district shall make every reasonable effort to acquire substitutes for absent staff.
2. If a substitute is not available, no teacher shall be assigned without seeking a volunteer.
3. If teachers are willing to volunteer, they shall submit their names to the building principal. If there is more than one volunteer available, the coverage shall be offered on a rotating basis.
4. Reimbursement shall be at the current rate of tutorial pay pro-rated according to the length of the instructional and/or duty period.
5. Teachers shall be reimbursed when covering an instructional period during their duty and/or preparation period and when assigned to cover a duty period during a preparation period.
6. Teachers shall not receive a formal evaluation when operating in this program outside of their contractual job description.

I. Athletic Trainer

The Athletic Trainer will be compensated at one point one five (1.15) times the appropriate step on the salary guide.

ARTICLE A-XVI

INSTRUCTIONAL MATERIALS AND SUPPLIES

Teachers shall have the right and the opportunity to consult with the Building Principal concerning the expenditure of funds in the instructional material and instructional equipment line items of the final approved budget for the school district. Teachers shall have the right to recommend possible substitutions or deletions after expenditures have been reduced.

ARTICLE A-XVII

ACCUMULATED SICK LEAVE DAYS

- A. Upon retirement from Middle Township in accordance with TP&AF guidelines, any teacher who has been employed at least seven (7) years in the district shall receive payment for accumulated sick days (Article A-VII) up to a maximum of two hundred twenty-five (225) times fifty dollars (\$50) per day. Effective July 1, 2011, rate per day shall increase to fifty-five dollars (\$55).

- B. Teachers who plan to retire between the close of the school year and December 31 shall be paid in accordance with the above formula within thirty (30) days following retirement provided the teacher has notified the Board of his/her intention to retire prior to January 1. Teachers who retire at other times and teachers who fail to give the required advance notice shall be paid during the month of July in the fiscal year that begins no less than six (6) months after the teacher retires.

APPENDIX A TEACHER SALARY GUIDES

SALARY GUIDE		2009-10						
Step	ND	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	46,172	46,797	47,375	47,933	48,491	49,049	49,607	50,165
2	46,372	46,997	47,575	48,133	48,691	49,249	49,807	50,365
3	46,572	47,197	47,775	48,333	48,891	49,449	50,007	50,565
4	46,772	47,397	47,975	48,533	49,091	49,649	50,207	50,765
5	46,992	47,617	48,175	48,733	49,291	49,849	50,407	50,965
6	47,192	47,817	48,375	48,933	49,491	50,049	50,607	51,165
7	47,392	48,017	48,575	49,133	49,691	50,249	50,807	51,365
8	47,592	48,217	48,775	49,333	49,891	50,449	51,007	51,565
9	47,831	48,456	49,014	49,572	50,130	50,688	51,246	51,804
10	48,197	48,822	49,380	49,938	50,496	51,054	51,612	52,170
11	50,507	51,132	51,690	52,248	52,806	53,364	53,922	54,480
12	53,507	54,132	54,690	55,248	55,806	56,364	56,922	57,480
13	56,507	57,132	57,690	58,248	58,806	59,364	59,922	60,480
14	59,507	60,132	60,690	61,248	61,806	62,364	62,922	63,480
15	62,507	63,132	63,690	64,248	64,806	65,364	65,922	66,480
16	65,607	66,132	66,690	67,248	67,806	68,364	68,922	69,480
17	68,577	69,202	69,760	70,318	70,987	71,434	71,992	72,560
18	71,877	72,502	73,060	73,618	74,176	74,734	75,292	75,850
19	75,552	76,177	76,735	77,293	77,851	78,409	78,967	79,525

SALARY GUIDE**2010-11**

Step	ND	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	47,303	47,928	48,506	49,064	49,622	50,180	50,738	51,296
2	47,503	48,128	48,706	49,264	49,822	50,380	50,938	51,496
3	47,703	48,328	48,906	49,464	50,022	50,580	51,138	51,696
4	47,903	48,528	49,106	49,664	50,222	50,780	51,338	51,896
5	48,123	48,748	49,306	49,864	50,422	50,980	51,538	52,096
6	48,323	48,948	49,506	50,064	50,622	51,180	51,738	52,296
7	48,523	49,148	49,706	50,264	50,822	51,380	51,938	52,496
8	48,723	49,348	49,906	50,464	51,022	51,580	52,138	52,696
9	48,962	49,587	50,145	50,703	51,261	51,819	52,377	52,935
10	49,328	49,953	50,511	51,069	51,627	52,185	52,743	53,301
11	51,638	52,263	52,821	53,379	53,937	54,495	55,053	55,611
12	54,638	55,263	55,821	56,379	56,937	57,495	58,053	58,611
13	57,638	58,263	58,821	59,379	59,937	60,495	61,053	61,611
14	60,638	61,263	61,821	62,379	62,937	63,495	64,053	64,611
15	63,638	64,263	64,821	65,379	65,937	66,495	67,053	67,611
16	66,638	67,263	67,821	68,379	68,937	69,495	70,053	70,611
17	69,708	70,333	70,891	71,449	72,007	72,565	73,123	73,681
18	73,008	73,633	74,191	74,749	75,307	75,865	76,423	76,981
19	76,683	77,308	77,866	78,424	78,982	79,540	80,098	80,656

SALARY GUIDE**2011-12**

Step	ND	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
1	48,375	49,000	49,578	50,136	50,694	61,252	51,810	52,368
2	48,575	49,200	49,778	50,336	50,894	51,452	52,010	52,568
3	48,775	49,400	49,978	50,536	51,094	51,652	52,210	52,768
4	48,975	49,600	50,178	50,736	51,294	51,852	52,410	52,968
5	49,195	49,820	50,378	50,936	51,494	52,052	52,610	53,168
6	49,395	50,020	50,578	51,136	51,694	52,252	52,810	53,368
7	49,595	50,220	50,778	51,336	51,894	52,452	53,010	53,568
8	49,795	50,420	50,978	51,536	52,094	52,652	53,210	53,768
9	50,034	50,659	51,217	51,775	52,333	52,891	53,449	54,007
10	50,400	51,025	51,583	52,141	52,699	53,257	53,815	54,373
11	52,710	53,335	53,893	54,451	55,009	55,567	56,125	56,683
12	55,710	56,335	56,893	57,451	58,009	58,567	59,125	59,683
13	58,710	59,335	59,893	60,451	61,009	61,567	62,125	62,683
14	61,710	62,335	62,893	63,451	64,009	64,567	65,125	65,683
15	64,710	65,335	65,893	66,451	67,009	67,567	68,125	68,683
16	67,710	68,335	68,893	69,451	70,009	70,567	71,125	71,683
17	70,780	71,405	71,963	72,521	73,079	73,637	74,195	74,753
18	74,080	74,705	75,263	75,821	76,379	76,937	77,495	78,053
19	77,755	78,380	78,938	79,496	80,054	80,612	81,170	81,728

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SCHEDULE B

School	Title	Position	2009-10	2010-11	2011-12
District	Webmaster	Webmaster	\$4,202	\$4,282	\$4,356
District	Director	Band		\$7,500	\$7,574
Elem. #1 & #2	Instructor	Instrumental Music		\$3,661	\$3,735
Elem. #1	Coordinator	Audio Visual	\$2,210	\$2,290	\$2,364
Elem. #1	Coach	Dance/Step Team	\$2,744	\$2,824	\$2,898
Elem. #1	Technology	Technician	\$2,202	\$2,282	\$2,356
Elem. #1	Coordinator	Website	\$1,100	\$1,180	\$1,254
Elem. #2	Coordinator	Audio Visual	\$2,210	\$2,290	\$2,364
Elem. #2	Director	Band	\$3,602	\$3,682	\$3,756
Elem. #2	Director	Choir (Gr. 3 & Gr. 4)	\$3,601	\$3,681	\$3,755
Elem. #2	Director	Choir (Harmony & Gr.5)	\$3,601	\$3,681	\$3,755
Elem. #2	Coach	Dance/Step Team	\$2,744	\$2,824	\$2,898
Elem. #2	Technology	Technician	\$2,202	\$2,282	\$2,356
Elem. #2	Coordinator	Website	\$1,100	\$1,180	\$1,254
Elem. #2	Advisor	Yearbook	\$1,951	\$2,031	\$2,105
High School	Accountant	Activities	\$6,656	\$6,736	\$6,810
High School	Advisor	Aquaculture Club	\$3,895	\$3,975	\$4,049
High School	Asst. Director	Band ✓	\$5,123	\$5,203	\$5,277
High School	Director	Band ✓	\$6,651	\$6,731	\$6,805
High School	Advisor	Band Front ✓	\$4,864	\$4,944	\$5,018
High School	Instructor	Band Percussion ✓	\$3,202	\$3,282	\$3,356
High School	Asst. Coach	Baseball	\$5,189	\$5,269	\$5,343
High School	Head Coach	Baseball	\$5,958	\$6,038	\$6,112
High School	Asst. Coach	Basketball (Boys)	\$5,692	\$5,772	\$5,846
High School	Head Coach	Basketball (Boys)	\$6,740	\$6,820	\$6,894
High School	Asst. Coach	Basketball (Girls)	\$5,692	\$5,772	\$5,846
High School	Head Coach	Basketball (Girls)	\$6,740	\$6,820	\$6,894
High School	Coach	Cheerleading - Fall	\$3,017	\$3,097	\$3,171
High School	Coach	Cheerleading - Winter	\$4,017	\$4,097	\$4,171
High School	Director	Choir	\$4,486	\$4,566	\$4,640
High School	Head Coach	Cross Country (Boys)	\$5,442	\$5,522	\$5,596
High School	Head Coach	Cross Country (Girls)	\$5,442	\$5,522	\$5,596
High School	Sponsor	Dance Team	\$2,744	\$2,824	\$2,898
High School	Coach	Drama	\$4,170	\$4,250	\$4,324
High School	Club Sponsor	FBLA	\$3,272	\$3,352	\$3,426
High School	Club Sponsor	FEA	\$3,272	\$3,352	\$3,426
High School	Asst. Coach	Field Hockey	\$5,189	\$5,269	\$5,343
High School	Head Coach	Field Hockey	\$5,958	\$6,038	\$6,112
High School	Advisor	Fitness	\$1,725	\$1,805	\$1,879
High School	Asst. Coach	Football	\$5,692	\$5,772	\$5,846
High School	Head Coach	Football	\$6,953	\$7,033	\$7,107
High School	Head Coach	Golf	\$5,442	\$5,522	\$5,596
High School	Club Sponsor	Journalism	\$4,237	\$4,317	\$4,391
High School	Advisor	Junior Class	\$4,237	\$4,317	\$4,391
High School	Advisor	Key Club	\$4,237	\$4,317	\$4,391

High School	Asst Coach	Lacrosse (B)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Lacrosse (B)	\$5,958	\$6,038	\$6,112
High School	Asst Coach	Lacrosse (G)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Lacrosse (G)	\$5,958	\$6,038	\$6,112
High School	Advisor	Mock Trial	\$5,743	\$5,823	\$5,897
High School	Director	Musical Band	\$4,910	\$4,990	\$5,064
High School	Director	Musical Choir	\$5,888	\$5,968	\$6,042
High School	Director	Musical Choreography	\$2,821	\$2,901	\$2,975
High School	Director	Musical Production	\$2,944	\$3,024	\$3,098
High School	Club Sponsor	National Honor Society	\$3,272	\$3,352	\$3,426
High School	Club Sponsor	School Store	\$4,058	\$4,138	\$4,212
High School	Advisor	Senior Class	\$4,237	\$4,317	\$4,391
High School	Asst. Coach	Soccer (Boys)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Soccer (Boys)	\$5,958	\$6,038	\$6,112
High School	Asst. Coach	Soccer (Girls)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Soccer (Girls)	\$5,958	\$6,038	\$6,112
High School	Asst. Coach	Softball	\$5,189	\$5,269	\$5,343
High School	Head Coach	Softball	\$5,958	\$6,038	\$6,112
High School	Director	Stage Band	\$4,864	\$4,944	\$5,018
High School	Club Sponsor	Student Council	\$4,363	\$4,443	\$4,517
High School	Asst. Coach	Swimming	\$5,189	\$5,269	\$5,343
High School	Head Coach	Swimming	\$5,958	\$6,038	\$6,112
High School	Technology	Technician	\$2,202	\$2,282	\$2,356
High School	Assistant Coach	Tennis (Boys)	\$4,740	\$4,820	\$4,894
High School	Head Coach	Tennis (Boys)	\$5,442	\$5,522	\$5,596
High School	Head Coach	Tennis (Girls)	\$5,442	\$5,522	\$5,596
High School	Asst. Coach	Track (Boys)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Track (Boys)	\$5,958	\$6,038	\$6,112
High School	Asst. Coach	Track (Girls)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Track (Girls)	\$5,958	\$6,038	\$6,112
High School	Advisor	United Young Generation	\$4,363	\$4,443	\$4,517
High School	Asst. Coach	Volleyball (G)	\$5,189	\$5,269	\$5,343
High School	Head Coach	Volleyball (G)	\$5,958	\$6,038	\$6,112
High School	Coordinator	Website	\$1,100	\$1,180	\$1,254
High School	Supervisor	Weight Training (Spring)	\$1,888	\$1,968	\$2,042
High School	Supervisor	Weight Training (Summer)	\$1,888	\$1,968	\$2,042
High School	Supervisor	Weight Training (Winter)	\$1,888	\$1,968	\$2,042
High School	Advisor	Winter Guard	\$4,140	\$4,220	\$4,294
High School	Asst. Coach	Winter Track	\$5,189	\$5,269	\$5,343
High School	Head Coach	Winter Track	\$5,958	\$6,038	\$6,112
High School	Asst. Coach	Wrestling	\$5,189	\$5,269	\$5,343
High School	Head Coach	Wrestling	\$5,958	\$6,038	\$6,112
High School	Advisor	Yearbook	\$5,936	\$6,016	\$6,090
Middle School	Accountant	Activities	\$3,465	\$3,545	\$3,619
Middle School	Advisor	Aquaculture Club- 12 mos.	\$3,895	\$3,975	\$4,049
Middle School	Director	Band	\$4,025	\$4,105	\$4,179
Middle School	Head Coach	Baseball	\$3,734	\$3,814	\$3,888
Middle School	Assistant Coach	Basketball (Boys)	\$1,395	\$1,475	\$1,549

Middle School	Head Coach	Basketball (Boys)	\$3,734	\$3,814	\$3,888
Middle School	Assistant Coach	Basketball (Girls)	\$1,395	\$1,475	\$1,549
Middle School	Head Coach	Basketball (Girls)	\$3,734	\$3,814	\$3,888
Middle School	Coach	Cheerleading	\$3,698	\$3,778	\$3,852
Middle School	Director	Choir	\$3,601	\$3,681	\$3,755
Middle School	Coach	Dance/Step Team	\$2,744	\$2,824	\$2,898
Middle School	Head Coach	Field Hockey	\$3,734	\$3,814	\$3,888
Middle School	Director	School Musical	\$5,888	\$5,968	\$6,042
Middle School	Production/Band	School Musical	\$3,029	\$3,109	\$3,183
Middle School	Production/Vocal	School Musical	\$3,029	\$3,109	\$3,183
Middle School	Choreography	School Musical	\$5,061	\$5,141	\$5,215
Middle School	Head Coach	Soccer (B)	\$3,734	\$3,814	\$3,888
Middle School	Head Coach	Soccer (G)	\$3,734	\$3,814	\$3,888
Middle School	Head Coach	Softball	\$3,734	\$3,814	\$3,888
Middle School	Director	Stage Band	\$3,851	\$3,931	\$4,005
Middle School	Technology	Technician	\$2,202	\$2,282	\$2,356
Middle School	Head Coach	Volleyball	\$3,734	\$3,814	\$3,888
Middle School	Coordinator	Website	\$1,100	\$1,180	\$1,254
Middle School	Head Coach	Wrestling	\$3,734	\$3,814	\$3,888
Middle School	Advisor	Yearbook	\$2,681	\$2,761	\$2,835
Middle School	Advisor	Child Nutrition Center	\$2,000	\$2,080	\$2,154

ARTICLE C-VI

NO STRIKE PLEDGE

Section A

The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in 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 employment), work stoppage, slowdown, walkout, or other job action against the school district. The Association agrees that such action would constitute a material breach of this Agreement.

Section B

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

Section C

The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

Section D

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 in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE C-VII

SENIORITY

Section A

The Transportation Coordinator shall maintain and permanently post on the Transportation Bulletin Board an up-to-date seniority list of permanently appointed Transportation employees by job classification.

Section B

Seniority for the purpose of this Article shall be based upon an employee's most recent date of permanent appointment and second upon an employee's most recent date of temporary or provisional appointment if the employee has not been permanently appointed. Permanently appointed employees shall have seniority over temporarily or provisionally appointed employees in accordance with Title 4, N.J.A.C., Civil Service Rules.

Section C

In the event that two (2) employees have the same appointment date, their respective seniority shall be determined by their placement on the appointment list for Civil Service appointed drivers and by their bus driver's license issue date, the earlier issue date having greater seniority, for non-Civil Service appointed drivers.

Section D

An employee's seniority shall cease and his employee status shall terminate for any of the following reasons: (1) Resignation or retirement. (2) Discharge for cause. (3) Continuous layoff for a period exceeding twelve (12) months. (4) Failure of a laid-off employee to report for work on the date specified in written notice of recall seven (7) or more calendar days prior to such date. Said written notice of recall shall be sent by the Board by Certified Mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records. (5) Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board.

Section E

Should the Board determine that a reduction in force is required, employees shall be laid off from their jobs in the following manner: (1) The employee with the least seniority shall be the first employee laid-off in the job affected. Eligible employees may bump into other job titles in accordance with Civil Service Rules. 2) In the re-hiring, the same principal shall apply, namely the last person separated shall be the first to be rehired. The above shall also apply to reductions in individual weekly work schedules. Whenever the Board shall require new workers, it shall first offer employment to those of its workers who may have been laid-off in accordance with the seniority provisions of this Agreement.

ARTICLE C-VIII

BUS RUNS AND DRIVING TIME

Section A

Each time card is to show the scheduled starting time for all regularly scheduled runs to which the driver is assigned. The starting time includes the one time per day, fifteen (15) minute bus inspection provided for in the contract.

Section B

All drivers are to clock-in at the start of each run. Those bus drivers who take their buses home, must radio in each day at their starting time.

Section C

The driving time per run begins at either the scheduled starting time for the run as shown on the time card or the time the driver punches in, whichever is later.

Section D

Drivers are to punch out promptly upon returning to the bus yard.

Section E

The driving time of the run is calculated to the nearest fifteen (15) minutes as in the following examples, following the guidelines of Article IV, Section F.

<u>STARTING TIMES</u>	<u>ENDING TIMES</u>	<u>HOURS WORKED</u>
7:12 a.m.	9:15 a.m.	2
7:12 a.m.	9:22 a.m.	2-1/4
7:12 a.m.	9:30 a.m.	2-1/4

Section F

The minimum time assigned on a daily basis will be four (4) hours for a.m. and p.m. "To and From" runs. In the event all drivers cannot be assigned four (4) hour "To and From" routes, those drivers not having four (4) hours will be offered additional routes, i.e., VO-Tech, Pre-School, etc., to make the four (4) hour minimum. If the driver does not accept the offered routes, the driver will be paid the actual per day driving time.

Section G

All vacancies in regularly scheduled runs shall be posted on the Transportation Bulletin Board and five (5) working days will be allowed for permanent drivers to apply for the run. The opening shall be assigned to the senior permanent driver who applied. This same procedure shall apply to all succeeding openings until the seniority list is exhausted.

Section H

1. When existing runs are combined the runs shall be considered eliminated. The new run shall be posted.
2. A reduction in the total number of bus runs that caused a reduction of the workforce shall give the affected drivers the right to replace (bump) a provisional or substitute driver or a less senior permanent driver.

Section I

Out of district and/or mid-day runs only will be offered for selection by seniority after all drivers have made the four (4) hour daily minimum.

ARTICLE C-IX

WORK RULES REGARDING TRIPS

Section A

During the first week of each school year, ALL regular drivers will be given the opportunity to sign up for assignments to extra runs and/or field trips. Substitute drivers may be used if necessary, but must be off probationary period.

Section B

The names of the drivers signing up for field trips, extra runs and sports trips will be placed on a roster beginning with the employee with the most years of service as a bus driver in the Middle Township School District. The second name on the roster will be that of the next most senior driver signing up for field trips, extra runs and sports trips. The names of the drivers will be added to the list based on the years of service in the district with the last name on the list being that of the driver with the shortest service time in the school district.

Section C

Drivers will be offered the opportunity to accept field trips and/or extra runs on a rotating basis starting with the first name on the list. As field trips/extra runs are scheduled, they will be offered to the drivers in the order that the driver's name appears on the list until the last driver on the list has been offered a run.

Section D

After all drivers on the list have been offered an extra run or field trip, the driver whose name appears at the top of the list will be offered a second run. Thereafter, runs will be offered in the same order as before.

Section E

Refusal or unavailability for an extra driving assignment shall count as a turn on the list. The utilization of this driver for emergencies shall be at the discretion of the Transportation Coordinator.

Section F

Each assignment will count as a turn without regard to the length of the driving assignment.

Section G

Shuttle runs within the district WILL NOT count as a turn on the list.

Section H

In emergency situations, trips may be awarded without regard to the driver's position on the seniority list. Such emergency assignments will count as a turn in the rotation.

Section I

Drivers and aides not working due to their schools being closed, etc., shall be able to be scheduled for other routes by informing the supervisor of their availability. Assignment shall be on seniority basis.

Section J

After all trips for a given week are awarded, there will be posted a clear indication of which person on the seniority list was last to be awarded a trip for that week. This will maintain continuity of the rotation into the following week.

Example: If John Smith was the last driver awarded a trip for a given week, clear notice shall be posted to the affect that "Rotation starts after John Smith" for the following week's trips. Therefore, if Jane Doe is the next driver on the seniority list below John Smith, she will be the first trip for the following week.

Section K

If a driver signs for more than one trip in a given week, he/she may indicate preference by placing a number next to his/her name on the trip sign-up sheets. When it is the driver's turn to be awarded one of the trips that was signed up for, the driver's preference should indicate which trip he/she was awarded.

Section L

If a trip which has been awarded in accordance with procedure is cancelled, the Transportation Coordinator will make note of it and post the following notice along with the sign-up sheets for the next group of trips to be posted the following week: "John Doe has choice." As compensation for the cancellation, the driver shall have his/her choice of a trip in the newly posted group, before any trips are awarded by the rotation of the seniority list. In the event that more than one driver in this situation chooses the same trip, seniority will take precedence. This will apply only for the next group of trips.

Section M

In the event that an awarded trip is not actually cancelled but postponed to a new date and/or time that may conflict with another trip that has been awarded to the same driver, the driver will have the right to choose which trip he/she will accept.

ARTICLE C-X

DEFINITIONS

Vacant Position

A position that is unoccupied that the Board intends to fill. Positions that are open as a result of an approved leave of absence or absences due to illness, injury, Worker's Compensation, and vacations are not vacant positions.

Date of Hire

The most recent date of employment in a vacant position.

Permanent Employee

One who has acquired the longevity and rights resulting from permanent appointment to a vacant position and successful completion of the working test period, per Civil Service Commission rules and regulations.

Interim Driver

An employee who is filling the position of a permanent employee on a temporary basis.

Effective Date of Retirement

The first day of the month for which the Public Employees Retirement System declares the employee eligible for retirement benefits.

Effective Date of Resignation

The day after an employee's last day on the payroll.

To And From Run

Home to School and School to Home

Regularly scheduled school to school shuttle (Tech School)

Pre-School

PM Alternative (To school only)

Activity/Detention to home (including PM alternative to home)

Trips: (Other than to and from runs)

Extra curricular activities

Field trips

Sports, Band, etc.

Regular Run—To and From, Tech School Shuttle, Pre-School

APPENDIX C TRANSPORTATION WAGE RATES

	2008-09	2009-10	2010-11	2011-12
Mechanic	\$22.62	\$23.41	\$24.23	\$25.08
Sr. Mechanic	\$23.68	\$24.51	\$25.37	\$26.25
Bus Driver	\$18.52	\$19.17	\$19.84	\$20.69
Bus Driver with date of hire prior to September 1, 1997.	\$20.58	\$21.30	\$22.05	\$22.69
Bus Aide	\$13.95	\$14.43	\$14.94	\$15.46
Extra-curricular	\$9.39	\$9.39	\$9.72	\$10.06

Drivers hired on or after September 1, 1997, will be paid an hourly rate that is two dollars (\$2.00) below the rate set for drivers hired prior to September 1, 1997. (This is with the exception of years 2008-2009, 2009-2010, and 2010-2011.)

LONGEVITY

Permanent Senior Mechanics, Mechanics, School Bus Drivers, and Bus Aides shall be entitled to longevity pay for years of service to the district. Longevity pay shall be compensated at the rate of 1% for five (5) years; 2% for ten (10) years; 3% for fifteen (15) years; 4% for twenty (20) years of service.