

Middlesex Education Association

and

Middlesex Board of Education

Contract Agreement

**July 1, 2011
Through
June 30, 2014**

PREAMBLE

This agreement entered into this 18th day of March 2013, by and between the Middlesex Board of Education hereinafter called the "Board", and the Middlesex Education Association hereinafter called the "Association".

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Article 1 – Recognition

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

Article 2 – Negotiating Procedures

- 2.1 The Middlesex Education Association and the Middlesex Board of Education agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement and any amendments to this Agreement.
- 2.2 The Board shall make available to the Association for inspection, all relevant records and data available to the public and shall provide the Association with a complete budget, which has tentatively been adopted by the Board for the next fiscal year on the date that it is tentatively adopted by the Middlesex Board of Education.
- 2.3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. All meetings between the parties for the purposes of negotiations shall be scheduled, whenever possible, to take place when employee representatives and Board representatives involved are free from assigned duties and other responsibilities. When, however, the parties mutually determine that the meeting shall be scheduled during the school day, the employee representatives involved shall be excused from their duties and suffer no loss of pay.
- 2.4 Should either party determine that it wishes to negotiate a modification or amendment to this Agreement, it may reduce such proposed modification or amendment to writing and present it to the other party for consideration. There shall be no requirement upon either party, however, to agree to negotiate any such modification or amendment.
- 2.5 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, submitted to the respective parties for ratification and be signed by the Board and the Association. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.6 Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative.
- 2.7 The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares impasse.

- 2.8 The parties recognize their statutory obligations to negotiate in good faith with one another in regards to terms and conditions of employment of unit employees. All MEA and BOE members will receive the final contract within three (3) months of ratification of the contract by both sides.
- 2.9 The parties acknowledge that all signatories to a Memorandum of Agreement which states that the representatives of the Board and the Association agree with the terms expressed therein have specifically noted their acceptance of all terms and conditions of employment expressed within the Memorandum of Agreement.
- 2.10 The parties agree that an Agreement to “make every good faith effort to obtain ratification by their respective principals” prohibits the signatories to such an agreement from taking actions which are either inimical to the collective bargaining process or which are intended to compromise the integrity of that process.

Article 3 – Grievance Procedure

3.1 Definition

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

3.2 Purpose

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

3.3 Procedure

3.3.1 In the event a grievance is filed at such time that it cannot be processed through all steps in this Grievance Procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practical. Any grievance must be initiated in writing within thirty (30) days after the grievant knew or should have known of the existence of the grievance.

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

3.3.3 Level One

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

3.3.4 Level Two

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

3.3.5 Level Three

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

decision in writing within thirty (30) days of the receipt of the grievance by the Board.

3.3.6 Level Four

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

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

3.4 Miscellaneous

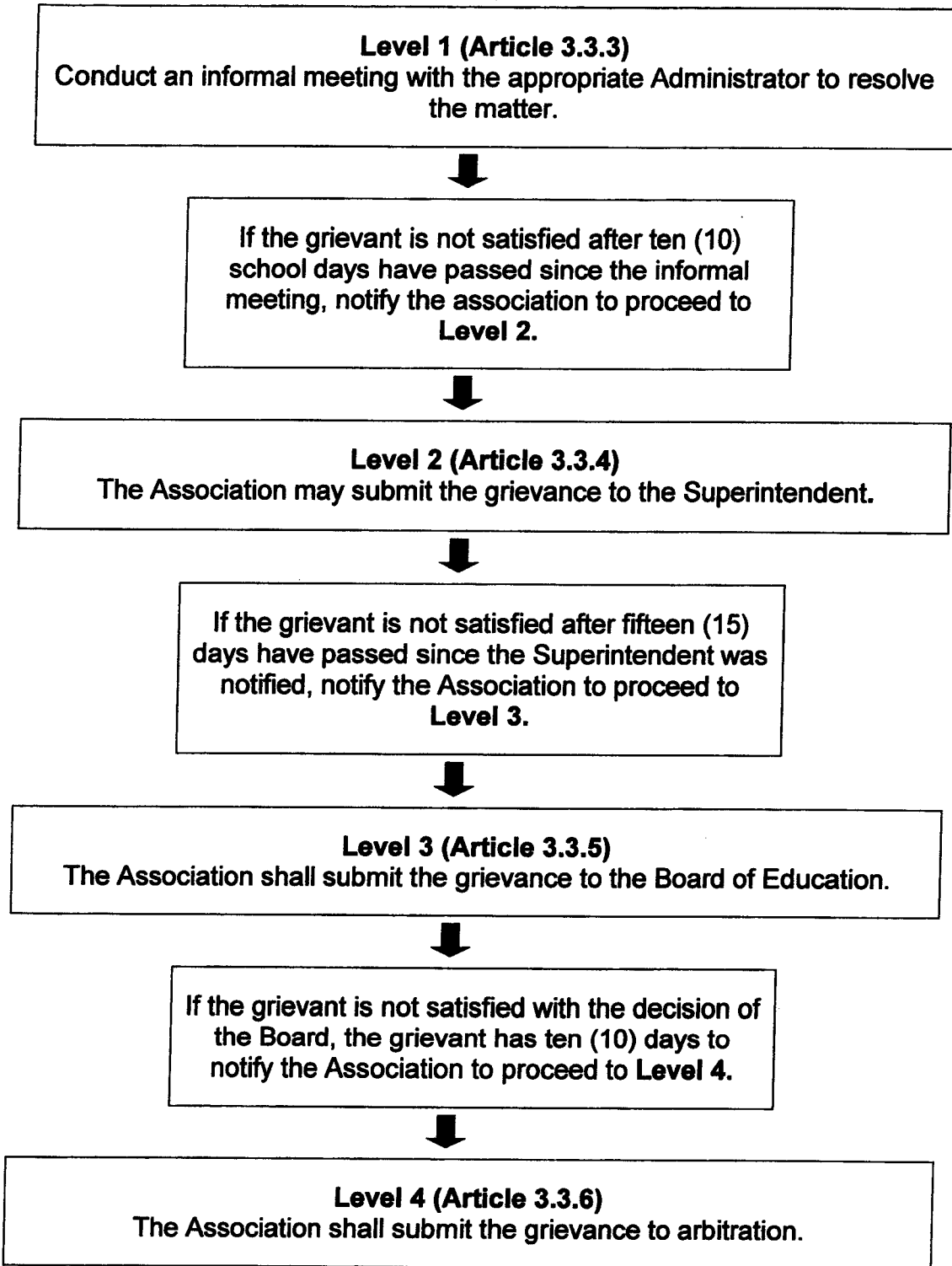
- 3.4.1 A separate file for grievances will be maintained and all documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
- 3.4.2 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary forms shall be prepared jointly by the Superintendent and the Association and shall be given appropriate distribution to facilitate the functioning of the grievance procedure.
- 3.4.3 All decisions rendered in the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be submitted promptly to all parties in interest. All meetings and hearings under this procedure shall not be conducted in public.
- 3.4.4 If a grievance affects a group or a class of employees, the Association may process such grievances as a single grievance by submitting the grievances in writing (to so classify such grievances) at the first or second level, whichever is appropriate.
- 3.4.5 School day shall be a day when teachers are required to be in attendance and shall include not only student days but teacher days (i.e. in-service training days). If a grievance continues beyond June 30, the days used to calculate the grievance timeline will be calendar days, excluding holidays and weekends.

3.5 Rights of Employees to Representation

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

3.6 Grievance Procedure and Timeline

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



Article 4 – Employees' Rights

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

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

4.9 **Personnel Files**

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

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

Article 5 – Association Rights

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

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

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

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

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

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

Article 6 – Hours and Working Conditions

6.1 Teachers

6.1.1 Work Day Responsibilities

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

- b. The total in-school workday shall consist of not more than seven (7) hours and twenty (20) minutes, which shall include a duty-free lunch. The work day will be lengthened by a maximum of fifty-five (55) minutes, starting ten (10) minutes after student dismissal, one (1) day per month for a scheduled faculty meeting. Advanced notice of one (1) week must be given. Faculty meetings will not be held on early dismissal days, Fridays, or days before holidays, except in cases of emergency. The Association will have the right to speak at any faculty meeting at the end of the agenda. The workday will be lengthened by thirty (30) minutes for staff development activities on one (1) early dismissal day per year.
- c. Teachers are required to be in their respective classrooms or at their assigned posts fifteen (15) minutes before the opening of the morning session, and at least five (5) minutes before the opening of the afternoon session, and shall remain in their classrooms thirty (30) minutes after the close of the students' day, except if the teacher is on a duty assignment. On Fridays or on days preceding holidays or vacation, the teachers' day shall end fifteen (15) minutes after the close of the students' day, including those teachers who are assigned to duty on that day.
- d. The Superintendent shall determine how the instructional times are to be included in the workday.
- e. Teachers who volunteer to be at a morning duty prior to the regular scheduled sign-in time will have their dismissal time reduced accordingly.

6.1.2 Scheduling

- a. The total in-school work year for teachers employed on a ten month basis shall not exceed 187 days, which includes three (3) emergency days.

Orientation day	1
Student days	180
Full day In-service	3
Emergency days	3
TOTAL	187

- b. All teachers new to the Middlesex District shall be required to work one additional orientation day. In no case shall the actual days worked be less than 184 regardless of the number of days required for emergencies. If all three (3) emergency days are not used by April 30th, any unused days shall be added to the Memorial Day weekend. The last four (4) days of the school year will be half-days for both students and teachers.

- c. Preschool to Grade 5 teachers shall be guaranteed six (6) uninterrupted preparation periods per week of at least thirty (30) minutes in duration during a normal work week.
- d. Grade 6-12 teachers who teach six (6) periods shall be guaranteed six (6) uninterrupted preparation periods and teachers who teach five (5) periods shall be guaranteed five (5) uninterrupted preparation periods in a normal week. The length of the normal classroom period shall determine the length of the preparation period of a normal school day.
- e. Preschool to Grade 5 teachers and Grade 6-12 teachers who teach six (6) periods per day will be assigned no more than two (2) duties per week.
- f. Grade 6-12 teachers with less than six (6) teaching periods a day may be assigned additional scheduled duties. Scheduled teaching periods plus scheduled duties may not total more than 32 periods per week.
- g. Teachers who suffer the loss of a guaranteed preparation period or the shortening of a guaranteed preparation period by twenty (20) minutes or more as a result of being assigned to provide substitute coverage for a class shall be compensated at the rate of \$35 per class period or equivalent compensatory time for each guaranteed preparation period lost. It will be the teacher's responsibility to select the type of compensation and to complete the necessary form(s).

6.1.3 Teaching Assignments

- a. Departmentalized classroom teachers are those assigned to a secondary schedule within one or more of the following areas:

Language Arts/Literacy
 Health/Physical Education/Family Consumer Science
 Mathematics/Computer Science
 Science
 Social Studies
 Visual and Performing Arts
 World Languages
 Work Place Readiness/Family Consumer Science
 Special Needs including Special Education, ESL AAP, Basic Skills

- b. Departmentalized classroom teachers shall not be required to teach more than two (2) major subject areas with no more than a total of four (4) teaching preparations per day in those areas. Departmentalized classroom teachers may be assigned to teach five (5) or six (6) periods per day.

- c. Teachers may volunteer to teach an extra class five (5) periods a week for the full school year for compensation of \$9,000, which is pensionable and can be pro-rated for semester courses.
- d. The Administration will make every reasonable effort to assign a teacher no more than four (4) consecutive classes or combination of classes and duty periods.

6.1.4. Teacher Leaders

- a. The following are recognized Teacher Leaders:

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

- b. Work Day:

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

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

6.1.6 Teacher participation in those activities for which extra contracts are issued will be voluntary.

6.2 Secretaries

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

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

6.2.3 Secretary Hours

6.2.3.1 Hours for Secretaries to provide uniform hours district-wide.

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

6.2.3.2 Secretary Work Year

- a. Twelve Month—July 1 to June 30.
- b. Ten and one-half month—Two weeks prior to September 1 to June 30.

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

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

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

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

6.2.8 Overtime

- a. When a secretary works more than thirty-five (35) hours in a week (Sunday through Saturday) but less than forty (40) hours in a week, with the approval of his/her supervisor, who shall seek the approval from the Superintendent, the secretary shall be compensated for the hours between thirty-five (35) and forty (40) at the secretary's straight time rate in either cash or compensatory time.
- b. A secretary who works more than forty (40) hours in a week (Sunday through Saturday) with the approval of his/her supervisor, shall be compensated at a rate of time and one-

half, or in compensatory time at the rate of one and one-half times the amount of overtime worked.

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

6.2.9 New Hires

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

6.3 Custodians

6.3.1 A normal work week for custodians designated as custodian in Article 1 shall consist of five (5) working days, namely Monday through Friday. Custodians who were hired after July 1, 2002 could be assigned a normal work week of Tuesday through Saturday. Custodians will be given two weeks notice before a change in scheduling.

6.3.2. A normal work week shall consist of forty (40) hours excluding a thirty (30) minute unpaid lunch. The normal work week for second shift and alternate shift custodians shall consist of forty (40) hours including a thirty (30) minute paid meal break. Custodians are required to remain in the building during their thirty (30) minute paid meal break unless prior arrangements have been made with the Supervisor of Buildings and Grounds or his/her designee for an employee or employees to leave the building during the meal break.

6.3.3 Custodian Hours

- a. First shift – 6:30 a.m. to 3:00 p.m. includes a thirty (30) minute non-paid meal break.

- b. **Second shift – 3:00 p.m. to 11:00 p.m. includes a thirty (30) minutes paid meal break.**
 - c. **Alternate shifts – 10:30 a.m. to 6:30 p.m., 2:45 p.m. to 10:45 p.m., or 3:30 p.m. to 11:30 p.m. all of which include a thirty (30) minute paid meal break.**
 - d. **Summer hours – 5:30 a.m. to 2:00 p.m., 6:00 a.m. to 2:30 p.m., 6:30 a.m. – 3:00 p.m., 8:30 a.m. to 5:00 p.m., and 11:30 a.m. to 8:00 p.m., and 3:30 p.m. to 11:30 p.m.**
 - e. **Summer hours begin the first Monday following the last student day and end on the Friday that precedes Labor Day by two full weeks.**
 - f. **Employees hired prior to July 1, 2002 will not be involuntarily transferred to a change in shift.**
 - g. **Shift start/stop time may be adjusted as needed by Administration on a temporary basis and with the agreement of said custodian(s).**
 - h. **When school is closed for emergencies, second shift workers will have the option of starting their shift earlier with the approval of the Supervisor of Buildings and Grounds.**
- 6.3.4 **Custodians on second shift will be released every two (2) months to attend Association meetings. This shall be limited to two (2) employees and prior authorization must be requested and shall not be reasonably withheld. This time will be made up at a later date.**
- 6.3.5 **Custodians shall receive a twenty (20) minute break each eight (8) hour work day.**

6.4 Drivers

- 6.4.1 **The normal work week for drivers shall be five (5) days from Monday through Friday.**
- 6.4.2 **Drivers' normal workday shall be fifteen (15) minutes before their first pupil pick up and fifteen (15) minutes after their last pupil drop off. Drivers shall receive a forty-five (45) minute duty-free lunch period except in emergency situations, which shall be defined as an unavoidable event.**
- 6.4.3 **Drivers shall not be required to work when students are not required to report to school within or outside of the district. If a Middlesex student being bused out of the district is required by his/her school calendar to attend classes on a day or days when the Middlesex schools are closed,**

transportation of this student remains the duty of the driver and the driver is required under such circumstances to work on that day and to provide transportation of said student or students.

6.4.4 Drivers shall not be called upon to physically move heavy general supplies.

6.4.5 If the number of days that students must be bused out of the district when Middlesex Borough schools are closed exceeds five (5), the drivers will be compensated for the days over five (5).

6.4.6 Drivers must submit proof of a valid CDL license annually. Failure to submit a license when requested will result in termination. Any change in license status must be reported immediately to their immediate supervisor.

6.5 **Overtime – Custodians and Drivers**

6.5.1 An employee who works more than forty (40) hours per week shall be compensated at a rate of time and one-half or in compensatory time at the rate of one and one-half times the amount of overtime worked with the approval of his/her supervisor. If a holiday falls within the forty (40) hours, it is included in the forty (40) hours. Any day, which is paid for, shall count in computing weekly overtime.

6.5.2 An employee who works on a holiday shall receive time and one-half provided he/she works the day before and after the holiday. For example:

a. Holiday falls on Wednesday and employee works all five (5) days during that week, pay should be calculated as follows:

Forty (40) hours basic pay plus eight (8) hours at time and one-half for work performed on the Wednesday holiday. Pay would be calculated on fifty-two (52) hours for that week.

b. When calculating eligibility for overtime pay, approved vacation, personal and sick days shall count as days worked. Medical certification of illness or injury may be required when a sick day is taken on the day before or the day after a paid holiday.

6.6 **Mileage Reimbursement**

Any employee who uses his/her own vehicle in the performance of assigned duties shall be reimbursed at a rate no less than the New Jersey Office of Management and Budget mileage reimbursement rate.

6.7 Licensing

6.7.1 Any custodian taking a course to obtain a black seal license or a CDL license at the request of Administration shall be reimbursed in full for the tuition or fee upon successful completion. Custodians hired after September 1, 2005 are required to obtain a black seal license within one year of employment. Failure to obtain the Black Seal License may result in termination at the discretion of the Superintendent and/or Business Administrator.

6.7.2 All non-school certified nurses hired after January 1, 2006 must complete their certification within three (3) years of their employment date.

6.8 Physicals

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

6.9 Non-Certified Staff Reduction in Force

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

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

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

6.10 Teacher Assistants

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

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

6.10.3 Seniority, Reduction in Force, and Transfers

- a. Employees who became Teacher Assistants on July 1, 2005, who had prior experience as a Teacher Aide in the district will be given seniority credit for their total time as a Teacher Aide and Teacher Assistant.
- b. Seniority will apply in the event of a reduction in force only after the employee has served for three (3) work years in the district.
- c. In the event of a reduction in force, employees with less than three (3) years service will be laid off at the discretion of the Board before any employees with three (3) or more years of service.
- d. In the event of a reduction in force affecting employees with three (3) or more years of seniority, where in the judgment of the Superintendent the employees are equal in performance, the employees shall be laid off in the inverse order of their seniority.
- e. In the event that within eighteen (18) months from the date of his/her layoff a vacancy occurs in a classification which he/she previously held, a laid off employee shall be entitled to recall thereto in the order of his/her seniority if he/she had notified the Business Administrator in writing within sixty (60) to ninety (90) days from his/her date of layoff that he/she desires to be recalled.
- f. Notwithstanding paragraphs d. and e. above, under no circumstances shall an assistant in a particular assignment be entitled to "bump" an assistant in another assignment, for

example a "Special Education" assistant cannot "bump" a "Library" assistant.

- g. Postings for assistant positions will indicate the assignment related to that position, but this shall not preclude the administration from making transfers between assignments, as it deems necessary.
- h. If an assistant is transferred to a different assignment, seniority earned in all previous assistant or aide assignments is carried into and attached to the new assignment.

6.11 Holiday and Vacation Schedules for Secretaries and Custodians

6.11.1 Secretaries shall be entitled to the following holidays:

Independence Day
Labor Day
N.J.E.A. Convention (2)
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve
New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Monday after Easter
Memorial Day

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

When the teacher work day is shortened on the day before Thanksgiving and the day before the December holiday period the secretary work day will be shortened by one (1) hour.

6.11.2 Custodians shall be entitled to the following holidays:

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

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

When the teacher work day is shortened on the day before Thanksgiving and the day before the December holiday period the custodian work day will be shortened by one (1) hour. This will require second shift custodians to arrive one (1) hour early and depart two (2) hours earlier than usual.

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

4 years – 11 days	9 years – 16 days
5 years – 12 days	10 years – 17 days
6 years – 13 days	11 years – 18 days
7 years – 14 days	12 years – 19 days
8 years – 15 days	13 years – 20 days

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

Article 7 – Class Size

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

Article 8 – School Calendar

The Board shall adopt a calendar for the upcoming school year no later than May 15th. At the time that the Board adopts the calendar for the upcoming school year it shall also set the dates for the major school holidays for the school year following the school year for which it has adopted the calendar.

Article 9 – Non-Teaching Duties

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

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

Article 10 – Teacher Employment

- 10.1 Teachers presently employed shall receive notification of their contract status by May 15th of each year with signed contracts to be returned no later than June 1st.
- 10.2 Previously accumulated, unused sick days will be restored to all teachers returning from a granted leave of absence.
- 10.3 Teachers planning to terminate employment shall notify the Administration in writing of their intention no later than April 30th.

- 10.4 Teachers employed prior to February 1st of the calendar year shall be placed on the proper step of the salary guide and shall be entitled to the increment normally granted as of September 1st of the next succeeding school year.

Article 11 – Salaries

11.1 **Salary Guide Level Qualifications** as follows consistent with N.J.S.A. 18A:6-8.5

- 11.1.1 Teachers shall qualify for placement on Level A of the teachers' salary guide provided they hold a Bachelor's Degree.
- 11.1.2 To qualify for placement on Level B of the attached teachers' salary guide, a teacher must hold a Bachelor's Degree plus a minimum of twenty-one (21) graduate level credits.
- 11.1.3 To qualify for placement on Level C of the attached teacher's salary guide, a teacher must hold a Master's Degree in a graduate program.
- 11.1.4 To qualify for placement on Level D of the attached teachers' salary guide, a teacher must hold a Master's Degree plus a minimum of thirty (30) graduate level credits.
- 11.1.5 To qualify for placement on Level E of the attached teachers' salary guide, a teacher must hold a Masters Degree plus a minimum of sixty (60) graduate level credits or a Doctorate Degree.
- 11.1.6 In order for an employee to qualify for movement on the guide pursuant to this provision, (a) the institution shall be a duly authorized institution of higher education as defined in section 3 of P.L. 1986, c. 87 (C. 18A:3-15.3); (b) the employee shall obtain approval from the superintendent of schools prior to enrollment in any course and (c) the course or degree must be related to the employee's current or future job responsibilities

11.2 **Payment**

- 11.2.1 Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- 11.2.2 Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

- 11.2.3 All employees shall be paid on the 14th and the 29th of the month. When a payday falls on or during a school holiday, vacation, or weekend, paychecks will be distributed on the last previous workday.
- 11.2.4 Teachers shall receive their final checks within 7 days of the last working day in June if all records are completed and approved by building principal.
- 11.2.5 The Board will continue the present payroll deduction program for annuity plans provided that payroll deductions will not be required for more than a total of eight (8) such annuity plans in any school year.
- 11.3 Teachers teaching less than five (5) periods per day shall be considered part-time and compensation shall be pro-rated based on the appropriate salary guide step; e.g., teachers employed for three assigned periods will receive 3/6 of the appropriate step; teachers employed for four assigned periods will receive 4/6 of the appropriate step.

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

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

11.5 **Secretarial Salaries**

- 11.5.1 Secretaries employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- 11.5.2 Secretaries employed on a ten and one-half month basis shall be paid in twenty (20) semi-monthly installments.

11.6 **Custodial Salaries**

- 11.6.1 Employees holding a black seal license shall receive \$500 per year.
- 11.6.2 All schools shall have a custodian designated as head custodian. Custodians designated as head custodian in the High School and Mauger School shall receive \$900 differential per year. Custodians

designated as head custodians in an elementary school shall receive a \$600 differential per year.

11.6.3 Custodians who secure and maintain a CDL driver's license at the request of the Administration will be compensated an additional \$350 per year.

11.6.4 Employees assigned the head custodian responsibilities who perform said duties for five (5) consecutive working days or more shall receive the appropriate portion of the above differentials. Every attempt will be made to assign this responsibility to only one individual for each period of absence.

11.6.5 Effective September 1, 2008, the Board shall provide five (5) sets of approved work uniforms. The employee is required to wear the uniform while in the performance of his/her work.

11.6.6 The Board shall provide weatherproof outerwear to each member of maintenance and custodial crew in each building for use outdoors during inclement weather.

11.6.7 The Board shall provide each maintenance and custodial employee \$150 per year towards the purchase of safety shoes, upon the presentation of proof of purchase for reimbursement. The Board will make available safety glasses or goggles for all maintenance and custodial employees in each building.

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

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

11.7 **Teaching Assistants**

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

11.8 **General Provisions**

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

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

Article 12 – Teacher Assignments

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

Article 13 – Transfers and Reassignments

13.1 Assignments

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

13.2 Teacher Transfer Requests

Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than March 1st. Such statement shall include the grade and/or subject to which a teacher desires to be assigned and the school or schools to which he/she desires to be transferred in the order of his/her preference.

13.3 Preference in Reassignment

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

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

13.5 Vacancies

13.5.1 Teachers

By June 1st of each year, the Superintendent shall make available to the Association and post in all school buildings a list of the known vacancies, which will occur during the school year. As vacancies occur during the school year, said notification and posting will be made.

13.5.2 Secretarial and Custodial

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

13.5.3 Employees wishing to be considered for any change in employment will be afforded the opportunity of so stating. This will be done by the use of a standard form filled out by the employee indicating interest in any specified change of situation for which the employee feels he/she is qualified and sent to his/her immediate supervisor. Present employees will be given consideration in filling such positions provided they are as qualified as any other applicant. Requests will be reviewed by April 15th of each year for the upcoming school year.

Article 14 – Teacher Promotions

14.1 As openings occur throughout the year they will be posted on each staff bulletin board at least one (1) week prior to public posting. Notice shall include job title, job description, eligibility requirements, instructions for making application, and closing date for application. The Superintendent will forward these postings to the President of the Association and to all Association faculty representatives at least one (1) week prior to the scheduled date for public posting.

- 14.2 All professional staff members in the employ of the Middlesex Board of Education are entitled to apply for advancement to positions, for which they are qualified, of increased remuneration and/or responsibility within the school district. All qualified internal candidates will be granted an interview.
- 14.3 The Board shall consider the Superintendent's recommendation. Promptly after the Board makes its selection, the Superintendent shall notify the internal applicants and the Association thereof in writing.
- 14.4 It is agreed that in cases of filling non-bargaining unit vacancies, grievances which challenge the judgment of the Administration or of the Board in making the selection, shall not be arbitral. Grievances asserting that the Administration or the Board failed to follow the procedure set forth in this Article may be arbitrated as to that question only.
- 14.5 Teachers interested in applying for promotional opportunities which may arise during the period between June and September when school is not in session may pre-file prior to July 1st an application for promotion. Should an opening arise, the Superintendent will inform those teachers who have pre-filed for that opening. The procedure as outlined above shall then be followed as to promotions.

Article 15 – Teacher Evaluation

The primary purpose of staff evaluation is for the improvement of performance. As such, information used in evaluation must be relevant to the employee's position in the district, including the specifics of job performance and general contributions to the district. ***All monitoring, observation and appraisal of the work performance of an employee shall be conducted openly and with full knowledge of the employee.*** Evaluation information must be shared with the employee in such a way as to promote improvement of performance.

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

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

15.1 Tenured Teachers

- 15.1.1 The summative evaluation of all tenured teachers will be carried out by May 15th. This evaluation will be based on at least one formal classroom observation.
- 15.1.2 Each teacher will meet with the evaluator within a reasonable period of time, but in no instance more than ten (10) days, or four (4) school days, whichever is shorter. Each employee will be given a copy of the formal observation report prepared by his/her evaluator within seven (7) school days of the observation. If the employee wishes he/she may request additional conference time prior to the observation forms being placed in his/her file. No such observation report shall be submitted to the Central Office, placed in a teacher's file, or otherwise acted upon without an opportunity for a conference with the teacher.

15.2 Non-Tenured Teachers

- 15.2.1 A summative evaluation of all non-tenured teachers must be presented before statutory deadlines. This evaluation will include data from at least three (3) formal classroom observations.
- 15.2.2 Teachers who are employed on or before September 30 of any school year shall be observed and evaluated in the performance of his/her duties at least three (3) times during each school year but not less than once each semester.
- 15.2.3 Each observation required in 15.2.2 shall be followed within a reasonable period of time, but in no instance more than ten (10) days, or four (4) school days, whichever is shorter, by a conference between the evaluator and the teacher. Each employee will be given a copy of the formal observation report prepared by his/her evaluator within seven (7) school days of the observation. If the employee wishes he/she may request additional conference time prior to the observation forms being placed in his/her file. No such observation report shall be submitted to the Central Office, placed in a teacher's file, or otherwise acted upon without an opportunity for a conference with the teacher.

15.3 Non-Certified Staff Evaluation

15.3.1 Tenured Employees

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

15.3.2 Non-Tenured Employees

A written annual evaluation report must be completed by the employee's supervisor, principal or supervisor of buildings and grounds and or any other administrator in accordance with State regulations. This evaluation must be based upon evidence of job performance throughout the year. At least two (2) formative reports must be given to the employee during his/her first work year.

Article 16 – No Strike Pledge

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

Article 17 – Teacher Facilities

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

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

A faculty lounge or dining area

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

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

Article 18 – Leaves of Absence

18.1 Sick Leave

- 18.1.1 All employees with either an individual employment contract or tenure shall be entitled to one (1) sick day leave per month of employment. All of the sick day entitlement for the year shall be credited to the

employee as of the first day of employment for that year whether or not the employee reports to work on that day. Employment on or before the fifteenth of the month shall be considered a full month of employment for sick leave purposes. Unused sick leave shall be accumulated from year to year with no maximum limit.

- 18.1.2 When an employee's absence on sick leave exceeds the employee's current and accumulated sick leave the board may pay the employee each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case.
- 18.1.3 It shall be the obligation of the employee to certify that the absence resulted from personal illness. Upon request, the employee shall present a physician's statement of illness to the Superintendent.
- 18.1.4 Teachers who will be absent shall notify the calling service sufficiently early in the evening prior to or on the day of absence to facilitate the selection of a suitable substitute teacher. Similarly, secretaries shall notify their supervisor and custodians shall notify the Maintenance Supervisor or Business Administrator early in the evening prior to or on the day of absence to facilitate the selection of a suitable substitute.
- 18.1.5 Upon retirement, employees will be paid for unused accumulated sick leave at a rate of \$50.00 per day, with a dollar amount not to exceed \$10,000. Effective for employees who retire on or after June 30, 2009, the payment for unused accumulated sick leave shall be based on the following chart with a dollar amount not to exceed \$15,000.
 - a. Up to one hundred (100) days at fifty-five dollars (\$55.00) per day.
 - b. Day one hundred one (101) through one hundred fifty (150) at sixty dollars (\$60) per day.
 - c. One hundred fifty-first (151) day through two hundred (200) at seventy dollars (\$70) per day.
 - d. Two hundred first (201) day and beyond at ninety dollars (\$90) per day to the maximum value set forth above.

18.2 On-the-Job Injuries

- 18.2.1 All injuries incurred while performing school duties, regardless of how minor they may seem, must be reported to the school nurse within one

(1) working day from the time of said injuries. Custodians must report such injuries immediately.

18.2.2 The school nurse will check the injury and make a record of the injury on the first work day that both the school nurse and the employee are at work.

18.2.3 An employee, after being absent from his/her post of duty due to on-the-job injury, must present a report from the doctor certifying that the employee is able to return to work. Such report is to be given to the Secretary of the Board through the school nurse. Custodians shall give such report to the Business Administrator.

18.2.4 Whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the provisions of Title 18A:30-2.1 will apply.

18.2.5 In the event that any portion of Section 18.2 is contrary to law, the parties herewith agree to utilize the provisions of State Law in lieu thereof.

18.3 Personal Leave

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

a. Employees shall not use such personal days immediately prior to or immediately following a school vacation period. In cases of emergency, when reasons are stated, exceptions may be made by the Superintendent, or in the case of custodians and secretaries, by the Business Administrator.

b. All unused personal days in any year shall be added to the employee's accumulated sick leave.

18.3.2 In addition, a tenured employee or one with three (3) years continuous employment will be granted one additional personal day. This day need not be approved as in section 18.3.1. when considered an

emergency. An emergency is defined as circumstances of unforeseen nature. No reason for this said emergency day will be requested.

18.3.3 Personal leave shall not apply to employees who work less than twenty (20) hours per week.

18.4 Other leaves of absence with or without pay may be granted by the Board for good reason.

18.5 School shall be closed for up to two (2) days during which the N.J.E.A. Convention is in session.

18.6 Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school district, if the employee is required by law to attend, shall be permitted with no loss of pay to the individual provided the employee is not suing the district in said legal proceeding, and/or the district is not suing the employee in said legal proceeding.

18.7 Employees shall be provided with all statutory rights with regard to military service as provided by the laws of the State of New Jersey and the Federal laws.

18.8 With prior approval, teachers may be granted two (2) days per school year without loss of pay for the purpose of observation of programs in other schools or school districts or conferences of an educational or professional nature. A written report of said observation shall be given to the building principal.

18.9 Teachers shall be granted a leave of absence without pay of up to two (2) years for the purpose of full-time Fulbright Scholarship.

18.10 A tenured teacher shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.

18.11 A leave of absence without pay for up to one (1) year may be granted to any tenured employee for the purpose of caring for a sick member of the employee's immediate family.

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

18.13 **Bereavement Leave**

18.13.1 Personnel may be absent from school without loss of pay for a period not to exceed five (5) working days immediately following the

death of a member of the immediate family or other member of the immediate household unless alternative arrangements are made with the Superintendent, but not to exceed five (5) days.

18.13.2 Personnel may be absent from school duties without loss of pay for a period of up to three (3) days because of the death of a close relative. A close relative is defined as a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, aunt, uncle, niece, or nephew.

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

18.14 Maternity Leave

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

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

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

18.14.3 An employee may use any or all of her accumulated sick leave for disability due to pregnancy. The Board has the right to require proof of such disability.

18.14.4 Employees may apply for a twelve (12) month child care leave which period shall include the period of disability and the balance of the current school year plus such additional time as may be required to

have the leave terminated by September 1st. Employees granted such leave must notify the Board no later than February 15th of their intent to return in September. In no event shall such leave exceed twenty-four (24) months. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the schools subject to the Federal and NJ Family Leave Acts.

- 18.14.5 Failure to return to work promptly upon recovery from disability due to pregnancy or to give the required notice of intent to return from child care leave shall be deemed a resignation from employment.
- 18.14.6 Any employee adopting a child shall be eligible for any and all leaves of absence listed in Section 18.14 with the exception of sick leave for disability due to pregnancy. Leave will commence with the pay period immediately proceeding the employee receiving de facto custody of the child or earlier if necessary to fulfill the requirements for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the schools subject to the Federal and NJ Family Leave Acts.

Article 19 – Protection of Teachers, Students and Property

- 19.1 It shall be the responsibility of the Board to maintain the school buildings and grounds in a condition that is conducive to the health, safety, and well being of pupils and employees. It shall be the responsibility of each employee to report, through the building principal, any condition which may be considered unsafe or hazardous.
- 19.2 No persons employed or engaged in a school or educational institution, whether public or private shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school institution; but any such person may within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
 - 19.2.1 To quell a disturbance threatening physical injury to others;
 - 19.2.2 To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - 19.2.3 For the purpose of self-defense;
 - 19.2.4 For the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or education institution shall be void.

- 19.3 Employees shall be indemnified against civil and/or criminal actions pursuant to the provisions of Title 18A:16-6 and 16-16.1.
- 19.4 Employees shall, within forty-eight (48) hours, report cases of assault or other injury occurring on the job to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

Article 20 – Personal and Academic Freedom

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

Article 21 – Management Rights

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

Article 22 – Tuition Reimbursement

- 22.1 In order to encourage members of the professional staff to take courses, which will tend to improve their teaching effectiveness and their value to the school district, the Board will pay teachers according to the following conditions outlined below:
- 22.1.1 College courses, which relate to a teacher's assignment in the Middlesex School District and which have been approved by the Superintendent, and which qualify the teacher for advanced placement on the teacher's salary guide, are eligible for reimbursement. To be eligible for tuition reimbursement (a) the institution shall be a duly

authorized institution of higher education as defined in section 3 of P.L. 1986, c. 87 (C.18A:3-15.3); (b) the employee shall obtain approval from the Superintendent of schools prior to enrollment in any course for which tuition assistance is sought and (c) the course or degree must be related to the employee's current or future job responsibilities.

22.1.2 The only costs for which the Board will be partly responsible are tuition costs. Matriculation fees, registration fees, laboratory fees, textbooks, reference books, transportation charges, and parking fees are not eligible.

22.1.3 Courses which are required by the New Jersey State Department of Education for initial regular certification of the teacher will not be eligible for reimbursement.

22.1.4 The teacher must obtain a grade of B or better, or a Pass when in a pass/fail grading option in order to be eligible for reimbursement.

22.1.5 A teacher who expects to be reimbursed for a course or courses shall:

- a. Prior to taking the course or courses, submit in duplicate to the Superintendent an application for approval to take courses eligible for tuition reimbursement. One (1) copy of the application form will be returned to the teacher within ten (10) school days stating approval or lack of approval. The application forms (Tuition Reimbursement Form A) may be obtained from the building principal or the Superintendent.
- b. Submit a reimbursement form to the office of the Superintendent for approval by June 5th. Application forms (Tuition Reimbursement Form B) may be obtained from the building principal or the Superintendent.
- c. Submit a paid receipted bill from the college/university showing the tuition charges.
- d. Submit an official transcript or a registrar's grade statement covering the course taken by June 15th. No tuition forms will be accepted after this date. (Until an official transcript is received, a computer printout from the college is acceptable for processing.)
- e. Fill out and sign a Board voucher.

22.2 Reimbursement Conditions

- 22.2.1 The Board's total reimbursement for all staff combined in 2011-2012 shall not exceed \$30,000, in 2012-2013 shall not exceed \$32,000, and 2013-2014 shall not exceed \$34,000 per school year. All monies will be reimbursed at the end of the school year.
- 22.2.2 Teachers shall receive one hundred percent (100%) of tuition charges or the pro rata share of the available funds based on the number of eligible credits each took in said school year.
- 22.2.3 The Master or Doctorate program must be approved by the Superintendent for reimbursement to occur.
- 22.2.4 A "return service obligation" is required under which teachers will continue to work in the Middlesex School District for one (1) calendar year from the date of reimbursement, or after an approved leave of absence. If they fail to return to work for the Middlesex Board of Education, they will reimburse the district for the money received through the deduction from their last paycheck(s), or through some other legal means. Any money returned to the Board will be added to the next year's reimbursement budget. If a teacher is terminated, reduced in force, or permanently disabled and cannot complete the above one (1) calendar year of work, the requirement of returning tuition money to the Board will be waived.

Article 23 – Insurance Protection

- 23.1 The Board shall provide health care insurance protection as designated below:
 - 23.1.1 Eligible employees shall have a choice of one of the following, according to the attached benefit plan description.
 - a. (POS) – Employees may elect the POS coverage subject to the required Chapter 78 employee contributions.
 - b. (PPO) – Employees may elect the PPO coverage subject to the required Chapter 78 employee contributions.
 - c. (EPO) –Employees may elect the EPO coverage subject to the required Chapter 78 employee contributions. Upon ratification of this contract, eligible employees who choose this coverage will receive EPO coverage upon the effective date of July 1, 2013.
 - 23.1.2 For each employee who remains in the employ of the Board for the full school year and who desires coverage, the Board shall make payment

of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. Effective July 1, 2011, all employees will pay a percentage of the "cost of coverage," which is defined as the premium or periodic charges for health/medical, vision, dental and prescription plan coverage, based on employees/members' base salary and level of coverage chosen, pursuant to P.L. 2011, c. 78.

23.1.3 Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall be available for inspection in the Administrative offices.

23.1.4 Employees who work less than twenty (20) hours per week shall not be entitled to the insurance benefits provided by this Article.

23.2 The Board shall provide family dental and prescription insurance plans for all unit members. The pharmacy co-payment for brand-name prescription drugs shall be eighteen dollars (\$18.00) and the pharmacy co-payment for generic drugs shall be thirteen dollars (\$13.00). For mail-in prescriptions, the co-payment for brand-name prescription drugs shall be thirteen dollars (\$13.00) and the co-payment for generic drugs shall be eight dollars (\$8.00).

23.3 Employees shall be offered the option of waiving health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver will, receive the following cash incentives paid in two (2) installments, December and June of said year:

For the 2011-2012 school year and 2012-13 school year the waiver will apply as follows:

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

Effective July 1, 2013, employees shall be offered the option of waiving benefits as set forth in the Agreement. In order to be eligible for a waiver, an employee must waive all benefits including medical, prescription and dental. Any employee who executes an appropriate waiver will, for the school year to which the waiver applies, receive the following cash incentives paid in two (2) installments, December and June of said year-

Coverage	Single	Parent & Child(ren)	Spousal/Partner	Family
All	\$2,200	\$3,500	\$4,300	\$5,800

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

- 23.4 The Board shall provide a Flexible Spending Account in accordance with Code Section 125 of the IRS Code for all employees at the maximum employee contribution as provided by this law.

Article 24 – Dues Deduction

24.1 Deductions

- 24.1.1 The Board agrees to deduct from the salaries of its employees dues for the Middlesex Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. Said monies together with any records of any corrections shall be transmitted to the treasurer of the Middlesex Education Association by the 15th of each month following the monthly pay period in which deduction were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- 24.1.2 Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association, which shall change the rate of membership dues, shall give the Board written notice prior to the effective date of such change.
- 24.1.3 The filing of notice of an employee's withdrawal from the Dues Deduction Plan may be done twice annually:
- a. Prior to December 1st to become effective to halt deductions as of January 1st next succeeding; or
 - b. Prior to June 15th to become effective to halt deductions as of July 1st next succeeding.
- 24.2 The Board agrees to deduct ten percent (10%) of the monthly salary of those teachers who individually and voluntarily authorize the Board to do so. This money is to be deposited by the Board Secretary with a suitable depository who will set up an individual savings account for the teacher.

24.3 Authorizations

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

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

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

24.5 Representation Fee

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

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

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

24.5.3 Payroll Deduction Schedule

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

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

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

- 24.6 On or about the last day of such month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- 24.7 The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provision of this Agreement.

Article 25 – Fully Bargained Provisions

- 25.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except where in this Agreement the parties have specifically agreed otherwise.

Article 26 – Miscellaneous Provisions

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

Article 27 – Instructional Council

27.1 Faculty Councils

- 27.1.1 There shall be established in each school with a supervising principal a Faculty Council. The membership thereof shall be appointed in the following manner: three (3) faculty members may be appointed by the Association and three (3) by the principal.
- 27.1.2 Members of the Faculty Council shall meet periodically upon request of either party during the school year.
- 27.1.3 In addition, the Faculty Council as necessary shall work cooperatively with the District-Wide Council on professional matters and projects pertaining to the school district.

27.2 District-Wide Councils

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

27.3 Purpose of the Faculty and District-Wide Council

- 27.3.1 Neither the Faculty Council nor the District-Wide Council shall have as their purpose, nor shall they attempt discussion, determination or settlement of grievances, changes in the interpretation of the Agreement or practices under the Agreement, or additions to or deletions from the Agreement.
- 27.3.2 Matters discussed by Faculty Councils with the principals or the dispositions or recommendations made by the District-Wide Council shall not be the subject of grievances.
- 27.3.3 Nothing in the establishment of the Faculty Councils or the District-Wide Councils shall preclude the Superintendent or building principals from appointing faculty members to or forming within the district other committees or councils of an ad hoc nature to discuss, study, or recommend to administrators on matters of educational concern to the district.

27.3.4 The District-Wide Council shall have no authority to make policy, alter existing policy, or in any way depart from established administrative or Board regulations, nor shall it have the authority to make commitments for expenditures of funds. Meetings of the District-Wide Council and the Faculty Council shall take place other than the hours school is in session, unless the Superintendent shall at his/her discretion determine otherwise. Any matter of instructional concern may be brought before the Faculty or District-Wide Council.

Article 28 – Duration of Agreement

This agreement shall be effective as of July 1, 2011, and shall continue in effect to and including June 30, 2014.

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

Middlesex Education Association

Middlesex Board of Education

President

President

Date

Date

Secretary

Secretary

Date

Date

**Middlesex Education Association
Appendix A-1**

**Certificated Staff
Guide Effective
September 1, 2011 through January 31, 2012
(no step movement)**

Step	BA	BA +21	MA	MA +30	MA +60
2	45,070	46,770	49,470	51,870	55,2970
4	46,990	48,690	51,390	53,790	54,890
6	48,390	50,090	52,790	55,190	56,290
8	50,690	52,390	55,090	57,490	58,590
10	54,440	56,140	58,840	61,240	62,340
12	59,180	60,880	63,580	65,980	67,080
14	65,020	66,720	69,420	71,820	72,920
16	72,130	73,830	76,530	78,930	80,030
18	84,210	85,910	88,610	91,010	92,110

Middlesex Education Association
Appendix A-2

**Certificated Staff
Guide Effective
February 1, 2012 through June 30, 2012**

Step	BA	BA +21	MA	MA +30	MA +60
2	45,449	47,149	49,849	52,249	53,349
4	47,369	49,069	51,769	54,169	55,269
6	48,769	50,469	53,169	55,569	56,669
8	51,069	52,769	55,469	57,869	58,969
10	54,819	56,519	59,219	61,619	62,719
12	59,559	61,259	63,959	66,359	67,459
14	65,399	67,099	69,799	72,199	73,299
16	72,509	74,209	76,909	79,309	80,409
18	84,589	86,289	88,989	91,389	92,489

**Middlesex Education Association
Appendix A-3**

**Certificated Staff
Guide Effective
September 1, 2012 through January 31, 2014
(no step movement)**

Step	BA	BA +21	MA	MA+30	MA +60
2	46,650	48,350	51,050	53,450	54,550
4	48,570	50,270	52,970	55,370	56,470
6	49,970	51,670	54,370	56,770	57,870
8	52,270	53,970	56,670	59,070	60,170
10	56,020	57,720	60,420	62,820	63,920
12	60,760	62,460	65,160	67,560	68,660
14	66,600	68,300	71,000	73,400	74,500
16	73,710	75,410	78,110	80,510	81,610
18	85,790	87,490	90,190	92,590	93,690

Middlesex Education Association
Appendix A-4

Certificated Staff
Guide Effective
February 1, 2014 through June 30, 2014

Step	BA	BA +21	MA	MA +30	MA +60
2	47,031	48,731	51,431	53,831	54,931
4	48,951	50,651	53,351	55,751	56,851
6	50,351	52,051	54,751	57,151	58,251
8	52,651	54,351	57,051	59,451	60,551
10	56,401	58,101	60,801	63,201	64,301
12	61,141	62,841	65,541	67,941	69,041
14	66,981	68,681	71,381	73,781	74,881
16	74,091	75,791	78,491	80,891	81,991
18	86,171	87,871	90,571	92,971	94,071

**Middlesex Education Association
Appendix B
Secretarial**

Step	Effective Jul 1 or Sept 1 2011 (no step movement)*	Effective Jan 1 or Feb 1 2012*	Effective Jul 1 or Sept 1 2012 (no step movement)*	Effective Jan 1 or Feb 1 2014*
2	32,630	32,889	33,721	33,982
4	33,210	33,469	34,301	34,562
6	33,800	34,059	34,891	35,152
8	34,380	34,639	35,471	35,732
10	36,780	37,039	37,871	38,132
12	39,320	39,579	40,411	40,672
14	43,980	44,239	45,071	45,332
16	48,470	48,729	49,561	49,822
18	49,570	49,829	50,661	50,922

*January 1 for
12 month
employees
and February
1 for 10 ½
month
employees

**Middlesex Education Association
Appendix C
Maintenance**

Step	Effective Sep 1,2012 (no step movement)	Effective Jan 1,2012	Effective Sep 1,2012 (no step movement)	Effective Jan 1,2014
2	46,210	46,489	47,341	47,622
4	47,580	47,859	48,711	48,992
6	49,450	49,729	50,581	50,862
8	52,330	52,609	53,461	53,742
10	55,250	55,529	56,381	56,662
12	58,150	58,429	59,281	59,562

**Middlesex Education Association
Appendix D
Custodial**

Step	Effective Jul 1, 2011 (no step movement)	Effective Jan1 2012	Effective Jul 1 2012 (no step movement)	Effective Jan 1,2014
2	35,680	35,919	36,731	36,972
4	36,710	36,949	37,761	38,002
6	37,970	38,209	39,021	39,262
8	39,370	39,609	40,421	40,662
10	41,250	41,489	42,301	42,542
12	43,100	43,339	44,151	44,392
14	45,250	45,489	46,301	46,542
16	49,250	49,489	50,301	50,542
18	51,490	51,729	52,541	52,782

Middlesex Education Association
Appendix E
Driver

Step	Effective Sep 1,2012(no step movement)	Effective Jan 1,2012	Effective Sep 1,2012(no step movement)	Effective Jan 1,2014
2	35,090	35,309	35,985	36,206
4	36,400	36,619	37,295	37,516
6	38,050	38,269	38,945	39,166
8	39,750	39,969	40,645	40,866

**Middlesex Education Association
Appendix F**

Teacher Assistant

	2011-2012	2012-2013	2013-2014
Effective Sep 1, 2011	Effective Feb 1, 2012	Effective Sep 2012	Effective Feb 2014

HIGH SCHOOL ATHLETICS (continued)		2011 -2012	2012- 2013	2013- 2014
Football	Head	6,860	6,860	6,860
	J.V. Assistant (2)	4,970	4,970	4,970
	Freshman Assistant (2)	4,510	4,510	4,510
Golf		5,190	5,190	5,190
Soccer (Boys)	Head	5,790	5,790	5,790
	J.V. Assistant	4,580	4,580	4,580
	Freshman Assistant	4,280	4,280	4,280
Soccer (Girls)	Head	5,790	5,790	5,790
	J.V. Assistant	4,580	4,580	4,580
Softball	Head	5,790	5,790	5,790
	J.V. Assistant	4,580	4,580	4,580
	Freshman Assistant	4,280	4,280	4,280
Tennis	Boys Head (Spring)	5,190	5,190	5,190
	Girls Head (Fall)	5,190	5,190	5,190
	J.V. Assistant (Girls)	4,010	4,010	4,010
Track	Head (Boys)	5,790	5,790	5,790
	Assistant (Boys)	4,580	4,580	4,580
	Head (Girls)	5,790	5,790	5,790
	Assistant (Girls)	4,580	4,580	4,580
Wrestling	Head	6,400	6,400	6,400
	J.V. Assistant	4,580	4,580	4,580
Weight Room Supervisor		2,980	2,980	2,980
VON E. MAUGER MIDDLE SCHOOL ATHLETICS		2011 -2012	2012- 2013	2013- 2014
VM Interscholastic Basketball (Boys)		2,570	2,570	2,570
VM Interscholastic Basketball (Girls)		2,570	2,570	2,570
VM Interscholastic Cross Country		2,260	2,260	2,260
VM Interscholastic Track		2,210	2,210	2,210
VM Interscholastic Wrestling		2,570	2,570	2,570

GROUP A CO-CURRICULAR ACTIVITES	2011 -2012	2012- 2013	2013- 2014
HIGH SCHOOL			
HS Class Advisor – Freshman	1,220	1,220	1,220
HS Class Advisor – Sophomore	1,220	1,220	1,220
HS Detention Morning Monitor	1,220	1,220	1,220
HS Detention Saturday Monitor (2)	1,220	1,220	1,220
HS Graduation Coordinator	880	880	880
HS National Honor Society Advisor	1,280	1,280	1,280
HS Robotics Team Head Advisor	2,440	2,440	2,440
Advisors (3)	1,860	1,860	1,860
VON E. MAUGER MIDDLE SCHOOL			
VM Detention Morning Monitor	1,220	1,220	1,220
VM Intramural Sports - Lower School			
Fall (Flag Football)	1,240	1,240	1,240
Spring (Softball)	1,240	1,240	1,240
Winter (Volleyball)	1,240	1,240	1,240
VM Intramural Sports - Upper School			
Fall (Flag Football)	1,240	1,240	1,240
Spring (Softball)	1,240	1,240	1,240
Winter (Basketball)	1,240	1,240	1,240
VM Junior Lego Robotics (2) - Upper School	480	480	480

GROUP B CO-CURRICULAR ACTIVITES	2011 -2012	2012- 2013	2013- 2014
District Theater Technician Assistant	1,840	1,840	1,840
HIGH SCHOOL			
HS Academic Team Advisor	1,840	1,840	1,840
HS Amnesty International Advisor	1,840	1,840	1,840
HS Mock Trial/Law Club Advisor	1,840	1,840	1,840
HS Model UN Advisor	1,840	1,840	1,840
HS Musical Choreographer	1,840	1,840	1,840
HS Musical Vocal Coach	1,840	1,840	1,840
HS Newspaper Advisor	1,840	1,840	1,840
HS Pep Band Director	1,840	1,840	1,840

HS PRIDE Team Advisor	1,840	1,840	1,840
HS Varsity Singers Choreographer	1,840	1,840	1,840
HS Varsity Singers Director	1,840	1,840	1,840
HS Youth & Government Advisor	1,840	1,840	1,840
VON E. MAUGER MIDDLE SCHOOL			
VM Art Workshop Advisor – Lower School	1,840	1,840	1,840
VM Art Workshop Advisor – Upper School	1,840	1,840	1,840
VM Band Advisor – Lower School	1,840	1,840	1,840
VM Band Advisor – Upper School	1,840	1,840	1,840
VM Drama Workshop Advisor – Lower School	1,840	1,840	1,840
VM Drama Workshop Advisor – Upper School	1,840	1,840	1,840
VM Environmental Club – Upper School	1,870	1,870	1,870
VM Musical Choreographer – Upper School	1,850	1,850	1,850
VM Newspaper Advisor – Lower & Upper	1,850	1,850	1,850
VM Student Council Advisor – Lower & Upper	1,850	1,850	1,850
VM Technology Club Advisor – Lower School	1,850	1,850	1,850
VM Technology Club Advisor – Upper School	1,850	1,850	1,850
VM Vocal Music Advisor – Lower School	1,850	1,850	1,850
VM Vocal Music Advisor – Upper School	1,850	1,850	1,850
GROUP C CO-CURRICULAR ACTIVITIES	2011	2012-	2013-
	-2012	2013	2014
HIGH SCHOOL			
HS Class Advisor – Junior	2,200	2,200	2,200
HS Fall Drama Director	2,200	2,200	2,200
HS Future Business Leaders (FBLA) Advisor	2,200	2,200	2,200
HS Instrumental Music Director	2,200	2,200	2,200
HS Key Club Advisor	2,200	2,200	2,200
HS Literary Magazine Advisor	2,200	2,200	2,200
HS Musical Pit Band Director	2,200	2,200	2,200
HS Student Council Advisor	2,200	2,200	2,200
HS Visual Arts Enrichment Advisor	2,200	2,200	2,200
HS Vocal Music Director	2,200	2,200	2,200

VON E. MAUGER MIDDLE SCHOOL			
VM Production Music Director – Upper School	2,200	2,200	2,200
VM Yearbook Advisor – Upper School	2,200	2,200	2,200
GROUP D CO-CURRICULAR ACTIVITES	2011 -2012	2012- 2013	2013- 2014
HIGH SCHOOL			
HS Class Advisor – Senior	3,190	3,190	3,190
HS Musical Production Director	3,270	3,270	3,270
VON E. MAUGER MIDDLE SCHOOL			
VM Production Director – Lower & Upper	3,270	3,270	3,270
GROUP E CO-CURRICULAR ACTIVITES	2011 -2012	2012- 2013	2013- 2014
District Theater Technician	4,100	4,100	4,100
HIGH SCHOOL			
HS Yearbook Advisor	4,300	4,300	4,300

ELEMENTARY SCHOOL

SIX-WEEK PROGRAMS

\$250/session

One hour/week: 3:00 – 4:00

ACADEMIC STIPENDS

ACADEMIC ADVANCEMENT PROGRAM FACILITATOR \$9,000

TWELVE-WEEK SEMESTER

\$1,250/session

October – January and February – May

Three days/week for one hour (includes 45 minute contact time)

CURRICULUM DEVELOPMENT

\$30/hour

Set amount of hours/curriculum

Teacher representative (regular and special education) to summer IEP

EXTENDED SCHOOL YEAR

\$40/hour

Summer School Teachers - Elementary/Middle/High School

Child Study Team Summer Staff hourly rates are limited to the following areas:

IEP and Schedule Changes	\$40/hour
Counseling, Social Skills Training	\$40/hour
Speech Therapy	\$40/hour
Speech Therapist – IEP Meeting	\$30/hour
Attendance	\$30/hour

Child Study Team Summer Staff rates are as follows:

Psychological Evaluation	\$250/service
Educational Evaluation	\$250/service
Speech Evaluation	\$250/service
Social Intake	\$240/service
Case management	\$180/service
IEP Development	\$ 85/service
IEP Conference	\$ 80/service
Pre-Evaluation Conference	\$ 65/service

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

1. When recommended by the Chief School Administrator and approved by the Board, payment will be provided by the Board for the full cost of workshops, seminars, conferences, and in-service training sessions.
2. When recommended by the Chief School Administrator and approved by the Board, payment will be provided by the Board for the cost of tuition for graduate courses only for tenured teachers, teachers in their fourth (4th) year or greater of teaching in the District, and for programs or classes approved for reimbursement as of September, 2011. Tenured teachers will be paid in the current year and fourth (4th) year or greater non-tenured teachers as of September, 2011 shall be paid only after having completed a full year of teaching (not including any time taken for Family Leave) following the completion of their graduate course(s) for which reimbursement is sought. Only graduate courses determined by the Chief School Administrator to be in the teacher's area of certification or directly related to the teacher's assignment shall be considered for reimbursement. Teachers receiving such payments will be required to remain in the District's employ for two school years after the date of completion of course work or repay these amounts to the District.
3. Payment by the Board for the cost of tuition, based on the rate of the State University, shall be dependent upon the employee completing and passing the course of instruction or where grades are given, the employee receiving a grade of "B" or better. The annual cost for tuition for each year of this Agreement incurred by the Board shall not exceed \$37,500 per year. These monies will be distributed according to an allocation process agreed to by the parties. This process shall include the use of unencumbered funds for professional development.
4. The tuition payments by the Board shall not exceed twelve (12) credits in any one calendar year for each year of this Agreement.
5. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the teacher during a sabbatical leave.
6. Professional Development

Professional development includes District and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff members.

a. Role of the Committee

The Local Professional Development Committee (LPDC) shall assess District in-service needs and current professional development opportunities. District in-service programs under the direction of the LPDC shall be eligible for continuing education credit.

The LPDC shall establish its own rules and procedures in line with the Professional Teaching Standards Board (PTSB) Norms and Code of Ethics. The LPDC will develop the appropriate forms needed to conduct its business and meet its responsibilities as set forth by the Regulations/Standards established by the PTSB. Said forms will include, but not be limited to, pre-approval, payment/request/reimbursement, and program evaluation forms.

b. Training Expense

The District agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions required by the administration. Expenses shall include, but are not limited to, registration fees, transportation, materials, and lodging which receive the prior approval of the Chief School Administrator or Designee.

All programs conducted by the District outside the teacher workday, work year, or during the summer, shall be voluntary.

Teachers may attend professional development activities other than those included in the District in-service program in order to meet the 100 hour requirement with the prior approval of the Chief School Administrator or Designee.

Any teacher who receives the prior approval of the Chief School Administrator or Designee to provide in-District training experiences for colleagues and/or community members shall be compensated two (2) hours for each hour of presentation time. Compensation shall be as set forth in Schedule B.

c. Professional Improvement Plans

The development of the teacher's Professional Improvement Plan (PIP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set for by the PTSB.

The PIP shall be recorded on the form provided for this purpose by the PTSB. A copy of this form shall be kept in the teacher's personnel file.

The teacher shall have the right to modify the PIP throughout the school year to meet the teacher's needs. Modification of the PIP shall require the prior approval of the Chief School Administrator or Designee.

d. **Record Keeping**

The District shall maintain records of the accumulated hours of each teacher in the same manner utilized to record graduate credits and tuition reimbursement.

B. **Secretaries**

Secretaries will be required to upgrade their skills, which should include the development of computer skills and to attend in-service meetings. Cost for same will be borne by the Board.

C. **Custodians**

All custodians will be required to obtain a Black Seal Boiler License within one (1) year of employment. This requirement may be waived by the Chief School Administrator in special circumstances.

D. **Mentoring**

Mentors shall receive the amounts set forth in Schedule B pro rata for the school year. Payment shall be pensionable if permitted by the New Jersey Division of Pensions:

1. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The posting shall include the qualifications for the positions.
2. Only teachers with more than three years of experience shall serve as a mentor.
3. Whenever possible:
 - a. no teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher simultaneously; and
 - b. mentors and novice teachers shall be provided with two (2) common planning periods per week.

Training shall be provided for all teachers who serve as mentors before the start of their assignments. The District shall pay all costs connected with said training, including travel to any out-of-District training site, meals, lodging, and miscellaneous fees with the prior approval of the Chief School Administrator.

ARTICLE XIX

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct, from the salaries of its employees, dues for the Mountainside Education Association, the Union County Conference of Teachers Associations, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-159e and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the form listed on the next page.
- B. Representation Fee: Employees who are not members of the Association must pay a representation fee in accordance with New Jersey statute.

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

To: Disbursing Officer - Mountainside Board of Education

A. I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefore.

I designate the Mountainside Education Association to receive dues and distribute according to the organizations indicated:

Mountainside Education Association
Union County Education Association
New Jersey Education Association
National Education Association

- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.
- C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Chief School Administrator. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.
- D. Upon written request of the individual employee, the Board will deduct deposits to the Union County Teachers Federal Credit Union Program.

ARTICLE XX

INSTRUCTIONAL COUNCIL

A. Organization

1. **Purpose.** An Instructional Council shall be established and shall meet no later than November 30th of each school year. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Chief School Administrator and the Association to best meet the needs of the students, the school, and the community.
2. **Membership.** The Council shall consist of three (3) representatives appointed by the Chief School Administrator and three (3) teacher representatives appointed by the Association.
3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, and grade levels, association committees, administrators, Board members, students, or other interested parties.
4. The Council shall establish its own rules of procedure and shall provide a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.
5. The Council shall meet no less than three (3) times a year.
6. The Chief School Administrator shall furnish to the Council, in response to reasonable requests made by council from time to time, available public information and data concerning the Mountainside School District which the Council may require in connection with its deliberations. Nothing herein contained will impose any obligation on the part of the Chief School Administrator to disclose any information which may be classified as privileged and/or confidential. The Chief School Administrator, in his/her sole discretion, shall determine the propriety of complying with any of the requests for information by the Council. Any requests for information which are denied by the Chief School Administrator may, at the request of Council, be reviewed by the Board. The final determination of the Board shall not be subject to the grievance procedure.

B. **Reports.** The Council shall submit for consideration written reports to the Board through the office of the Chief School Administrator.

C. **Budget.** On September 1st of each school year the Board shall provide \$200 for Council operation.

ARTICLE XXI

MISCELLANEOUS

- A. The Board and the Association agree there shall be no discrimination in violation of the New Jersey Law Against Discrimination in the practices, policies, or procedures of either party.
- B. Copies of this Agreement shall be prepared by both parties and duplicated by the Board in loose leaf binder form with expenses equally shared by the parties. The Agreement shall be reproduced within thirty (30) days after it has been signed and copies shall be made available to all individuals, now employed or hereafter employed, in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. New pages shall be reproduced and distributed to all current employees within 30 days after the agreement has been signed and ratified by both parties. Each staff member shall be responsible for maintaining his/her copy of the agreement and must return same to the Board Office upon leaving the District. The Board will present copies to all new employees.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party will do so by telegram or certified or registered mail at the following addresses:
 - 1. If by the Association to the Board: Beechwood School, Woodacres Drive, Mountainside, New Jersey 07092.
 - 2. If by the Board to the Association: At the address to be kept on file with the Secretary of the Board.
- D. The Association shall notify the Board, within ten (10) calendar days after any election, of the names of all of its officers.
- E. The Association shall notify the Board, within ten (10) calendar days after the formation of new committees.
- F. Mileage reimbursement will be according to the regulations or circulars issued by the Department of Treasury, Office of Management and Budget (OMG). This amount will revert to the IRS rate in the event the regulations/circulars become no longer applicable or expire.
- G.
 - 1. Openings for all known positions in summer curriculum work and summer school shall be publicized by the Chief School Administrator by May 1st. The notice shall include qualifications, duties, and compensation for the position.
 - 2. Teachers shall be paid for curriculum writing done outside the regular workday and for summer school at the rate set forth in Schedule B.

H. 1. Openings for all known positions in summer school shall be publicized by the Chief School Administrator or designee by May 1st. The notice shall include qualifications, duties, and compensation for the position.

2. Selection

In selecting teachers to fill openings in the Mountainside Summer School, consideration will be given to a teacher's area of competence, major and minor fields of study, experience in the Mountainside Summer School and, of primary consideration, the needs of the program.

I. Leave Replacement Teachers

1. Shall be entitled to one sick day per month, up to a total of ten days.
2. Shall be entitled to bereavement days pursuant to Article XIV, Section B. 4.6 and B.4.7.
3. Shall be paid monthly on the 15th of each month. Any deductions for missed days shall be taken from the next subsequent paycheck.
4. Shall not be penalized for emergency closing of school.
5. Shall be paid their appropriate per diem rate during student days and in-service days.
6. Shall be required to work the same hours as contracted employees.
7. During contractual hours, shall be responsible for the same duties as the staff member being replaced by the leave replacement teacher.
8. Attendance beyond contractual hours (i.e. back to school night, open house, parent conference, training staff meetings, Blood Borne Pathogen training) shall be compensated at an hourly rate of \$32.19.
9. Leave replacement teachers will be compensated at a per diem rate of \$150 per day during the first twenty days of their employment. After twenty (20) days of employment, leave replacement teachers with an undergraduate degree only (BA/BS) will be compensated at a per diem rate of \$185 per day. Teachers with a Masters Degree or above will be compensated at a per diem rate of \$190 per day after twenty (20) days of employment with the Mountainside school district.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of the Agreement or any application of this Agreement to any employee or group of employees 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.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

SALARY GUIDES

Schedule A for Teachers	-	2010-11; 2011-12; 2012-13
Schedule B for Coaches, Hourly Rates, Etc.		2010-11; 2011-12; 2012-13
Schedule C for Secretaries	-	2010-11; 2011-12; 2012-13
Schedule D for Paraprofessionals(s)	-	2010-11; 2011-12; 2012-13
Schedule E for Custodians	-	2010-11; 2011-12; 2012-13

SCHEDULE A

TEACHERS

**YEAR 1
2010-11**

Step	BA	MA	MA+30
1	51,573	54,636	56,474
2	52,362	55,424	57,163
3	53,441	56,503	58,243
4	54,600	57,662	59,403
5	55,872	58,934	60,675
6	57,032	60,094	61,834
7	58,191	61,255	62,993
8	59,352	62,414	64,153
9	61,671	64,731	66,621
10	62,831	65,893	67,634
11	65,965	69,027	70,768
12	67,906	70,968	72,708
13	70,180	73,244	74,983
14	72,501	75,563	77,303
15	74,820	77,882	79,623
16	77,140	80,203	81,942
17	80,167	83,229	84,968
18	85,604	88,365	90,230

Longevity: Credit for prior teaching experience applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring.

20 years of service, 15 of which is in Mountainside - \$900.

24 years of service, 18 of which is in Mountainside - \$900.

28 years of service, 20 of which is in Mountainside - \$900.

**Year 2
2011-12**

Step	BA	MA	MA+30
1	51,868	54,931	56,769
2	52,657	55,719	57,458
3	53,736	56,798	58,538
4	54,895	57,957	59,698
5	56,167	59,229	60,970
6	57,327	60,389	62,129
7	58,486	61,550	63,288
8	59,647	62,709	64,448
9	61,966	65,026	66,916
10	63,126	66,188	67,929
11	66,260	69,322	71,063
12	68,201	71,263	73,003
13	70,475	73,539	75,278
14	72,796	75,858	77,598
15	75,115	78,177	79,918
16	77,435	80,498	82,237
17	80,467	83,529	85,268
18	85,904	88,665	90,530

Longevity: Credit for prior teaching experience applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring.

20 years of service, 15 of which is in Mountainside - \$900.

24 years of service, 18 of which is in Mountainside - \$900.

28 years of service, 20 of which is in Mountainside - \$900.

**Year 3
2012-13**

Step	BA	MA	MA+30
1	52,157	55,220	57,058
2	52,946	56,008	57,747
3	54,025	57,087	58,827
4	55,184	58,246	59,987
5	56,456	59,518	61,259
6	57,616	60,678	62,418
7	58,775	61,839	63,577
8	59,936	62,998	64,737
9	62,255	65,315	67,205
10	63,415	66,477	68,218
11	65,549	69,611	71,352
12	68,490	71,552	73,292
13	70,764	73,828	75,567
14	73,085	76,147	77,887
15	75,404	78,466	80,207
16	77,724	80,787	82,526
17	80,767	83,829	85,568
18	86,204	88,965	90,830

Longevity: Credit for prior teaching experience applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring.

20 years of service, 15 of which is in Mountainside - \$900.

24 years of service, 18 of which is in Mountainside - \$900.

28 years of service, 20 of which is in Mountainside - \$900.

SCHEDULE B
STIPENDS FOR COACHES/COORDINATOR/DIRECTOR

2010-2011; 2011-2012;
 2012-2013

	1-2 yrs	3 yrs.+
Basketball Coach	\$2,868	\$3,277
Asst. Coach	\$2,047	\$2,459
Baseball Coach	\$2,868	\$3,277
Softball Coach	\$2,868	\$3,277
Track Coach	\$2,868	\$3,277
Asst. Coach	\$2,047	\$2,459
Soccer	\$2,868	\$3,277
Asst. Coach	\$2,047	\$2,459
Field Hockey	\$2,868	\$3,277
Volleyball	\$2,868	\$3,277
Tennis	\$2,047	\$2,459
Cheerleading (2)	\$2,047	\$2,459
Play Director	\$3,551	\$3,961
Assistant Play Director	\$2,047	\$2,459
Set Design & Construction	\$2,222	\$2,459
Enrichment Coordinator	\$3,825	\$4,234
Asst. Coordinator	\$1,912	\$2,459
Yearbook Advisor(2)	\$3,004	\$3,414
Grades 5 & 8 Overnight Trip Teacher Chaperones	\$238	
Computer Coordinator	\$14,341	
Student Council Advisor	\$3,004	\$3,414
Chorus	\$38.62/session	
Band	\$38.62/session	
Class Coverage	\$32.19/session	
Administrative Detention	\$21.56/session	
In-District Training (XVIII 6.b.)	\$56.73 per/hr.	
Mentoring	\$851 Alt./Rt.	
	\$738 Trad/Rt.	
Curriculum Writing	\$39.71 per/hr.	
Summer School	\$39.71 per/hr.	
Computer Facilitators	\$27,997	

"Full-time" coaching shall be as per job description with 72 hours minimum.

Verified coaching experience outside of Mountainside may also be considered in classification where experience is, in the opinion of the Chief School Administrator, applicable and beneficial to the program in Mountainside.

Intramural coaches or extra services will be paid \$32.19 per diem (session) for 2010-2011, 2011-2012, 2012-2013.

Separate checks will be issued for extra curricular activities.

Volleyball Stipend - when the same person is selected to coach boys and girls volleyball and the practices are held at the same time and the matches are scheduled on the same day, the stipend shall be 1 1/2 times the stipend of a single coach.

SCHEDULE C

SECRETARIES

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Motherwell	49,244	50,475	51,737
Goerlich	47,930	49,128	50,356
Ciasulli	46,616	47,781	48,976
Wohlman	36,504	37,417	38,352
Barone	35,502	36,390	37,299

SCHEDULE D

Paraprofessional(s)

<u>Paraprofessional(s)</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
0-2 years	19.31	19.79	20.29
3-5 years	20.29	20.80	21.32
6+ years	21.24	21.77	22.32

SCHEDULE E

CUSTODIANS

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Phong	-----	-----	33,000
Miedowicz	33,376	34,210	35,065
McGowan	48,306	49,514	50,751
Velez	48,306	49,514	50,751
Babersnitsh	50,502	51,765	53,059
Siezkowski	50,502	51,765	53,059
Vaszquez	51,750	53,044	54,370

Step 1 of a new Salary Guide for Custodians (applicable to Custodians hired in 2011 and thereafter) will be \$33,000. Step 2 of the salary guide will be Step 1 + 2.5%. Step movement will only occur after one full year of employment (when contractually agreed).

LONGEVITY SCHEDULE FOR CUSTODIANS

After	5 Years	\$200
	10 Years	\$150
	15 Years	\$100

- A. Any custodian classified as the Coordinator of Night Work shall be paid additional compensation in the amount of \$1,000 per year to be prorated over a twelve-month period.
- B. The custodian's salary shall be on a twelve-month basis (July 1 to June 30 of each year) and his/her salary shall be in twenty-four equal semi-month payments.
- C. All custodians who do not have a Black Seal Boiler License will receive a salary increase of \$500 per year when they obtain said license.
- D. The Board shall reimburse each employee 100% of the cost of safety shoes in each year of agreement, upon presentation of receipts for purchase of same, but in no case shall the reimbursement exceed \$100 per employee per year. The Chief School Administrator and the Association President shall mutually agree upon three sets of work clothes per employee per year at Board expense.
- E. Employees are expected to wear such uniforms while on duty.
- F. The Board of Education shall provide a \$100 winter coat allowance during the extent of the contract to custodians assigned to the maintenance, grounds crew or snow removal.

ARTICLE XXV

DURATION OF AGREEMENT

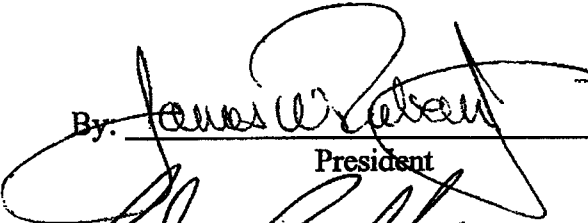
This Agreement shall be in full force and effect as of July 1, 2010 and shall remain in full force and effect through June 30, 2013. If either party desires to change, modify or terminate the Agreement, it shall, give written notice thereof and furnish a copy of its proposals as provided in Article II, "Negotiations Procedures."

IN WITNESS WHEREOF, the parties subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Mountainside, New Jersey on this 12th day of December, 2012.

Mountainside Education Association

Mountainside Board of Education

By: 
President

By: 
President


Secretary

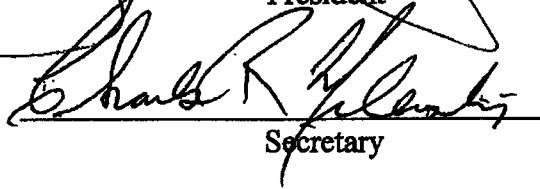

Secretary

EXHIBIT B

MIDDLESEX EDUCATION ASSOCIATION

To: Dr. Linda Madison, Superintendent of Schools

From: Middlesex Education Association

Date: September 22, 2014

Re: Demand to Bargain

This letter shall serve as the Association's official request to demand to bargain over the impact and implementation of new working conditions that were unilaterally established by Dr. Linda Madison, Superintendent of Schools on September 8, 2014 that affect and impact the members of the Association (bargaining unit employees).

Issue: Unilaterally requiring teachers to sign out upon leaving their school building.

This reflects a unilateral change of the terms and conditions of employment. Please contact me in writing within ten (10) business days from the date of this letter with dates, times and locations to negotiate over the impact of this new work rule.

Truly yours,

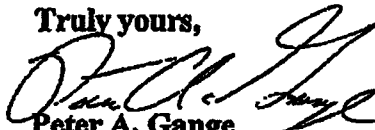

Peter A. Gange
MEA-President

EXHIBIT C

Dr. Linda A. Madison, Superintendent

To: Mr. Peter A. Gange, MEA President
From: Dr. Linda Madison, Superintendent of Schools
Date: September 26, 2014
Re: Demand to Bargain

Please accept this memorandum in response to your memo dated September 22, 2014. The Board of Education declines to bargain the issue of requiring teachers to sign out upon leaving their school buildings. The Board has a managerial prerogative to require employees to sign out. The procedure was implemented at the schools for safety reasons. The subject matter in dispute is not within the scope of collective negotiations. See Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Ass'n, 135 N.J. Super. 269 (Ch. Div. 1975) aff'd 142 N.J. Super. 44 (App. Div. 1976). Therefore, your request to Demand to Bargain is denied.

Cc: Mrs. Sharon Schueler, Board of Education President

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PERC

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