

AGREEMENT BETWEEN
THE
MIDDLESEX
EDUCATION ASSOCIATION



AND THE
MIDDLESEX BOROUGH
BOARD OF EDUCATION



FOR THE PERIOD
JULY 1, 2021 – JUNE 30, 2024

AGREEMENT
BETWEEN THE
MIDDLESEX EDUCATION ASSOCIATION
AND THE
MIDDLESEX BOROUGH BOARD OF EDUCATION
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Preamble

The Agreement entered into this August, 24, 2021, 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 Director of Facilities
 - 1.1.14. Personal aide to individual students
- 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 the Superintendent's 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) calendar 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 the employee's 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 the employee's grievance at Level One or no decision has been rendered within five (5) school days after presentation of the grievance, the employee 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 the employee's grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the employee 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 the employee 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 the arbitrator 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**

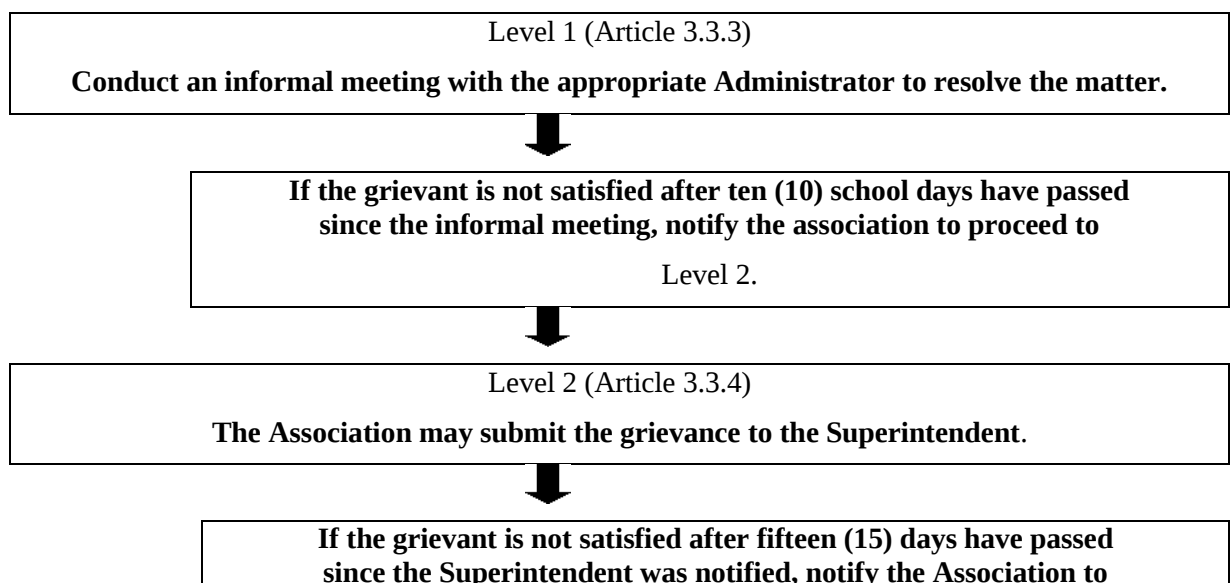
- 3.4.1. A separate file for grievances will be maintained and all documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
- 3.4.2. Forms for filing grievances, 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.

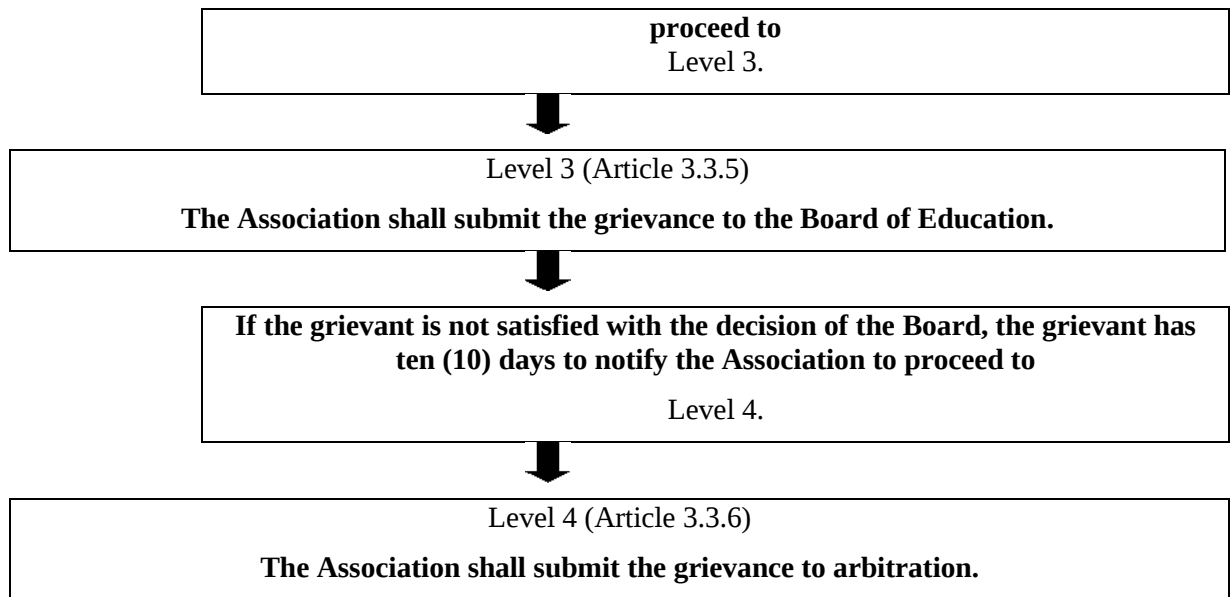
3.5. **Rights of Employees to Representation**

An aggrieved person may be represented at all levels of the grievance procedure by their self and at the employee's 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) calendar 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 the employee's office, position, or employment, or the salary or any increments pertaining thereto, then the employee 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 the employee and represent the employee 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 the teacher's 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 the employee 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 the employee's 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 the employee's 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 the employee's answer shall be reviewed by the Superintendent or the designee and attached to the file copy.

4.10. **Workplace Democracy Enhancement Act**

4.10.1. Public employers shall provide to exclusive representative employee organizations access to members of the negotiations units.

4.10.2. Access includes, but is not limited to, the following:

- a. the right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
- b. the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and
- c. the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

4.10.3. Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive

representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

- 4.10.4. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).
- 4.10.5. Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.
- 4.10.6. Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

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, the employee 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 the President of the Association's 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. 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. Effective September 1, 2020, ten (10) additional meetings may be scheduled. These additional meetings shall be a maximum of fifty-five (55) minutes, starting ten (10) minutes after student dismissal. On the first day of school the staff shall be given a list of dates for all the above meetings. This list is subject to change for school closings. Additionally, on two (2) occasions, the district is entitled to change any of the scheduled non-faculty meetings as a result of a cancellation. Any cancellation of non-faculty meetings in addition to the aforementioned two (2) shall only be rescheduled with the consent and agreement of the MEA President.

- c. Teachers are required to be in their respective classrooms or at their assigned posts fifteen (15) minutes before the opening of the school day, and at least five (5) minutes before the opening of the afternoon session, and shall remain after school for thirty (30) minutes after the close of the students' day, except if the teacher is on a duty assignment. It is understood that teachers are available for students seeking extra help. In the event they have reason to leave their classroom, a note must be left indicating their location and when they expect to return. 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 184 days.

First Day for Staff	1
Student days	180
Full day In-service	3
TOTAL	184

- b. All teachers new to the Middlesex District shall be required to work two additional orientation days in their first year prior to the first day of school. Teachers hired after orientation days must attend orientation days in the following year prior to the first day of school. Teachers shall be released for a minimum of 90 minutes each day or of orientation, which will include lunchtime, to meet with the Association. The last four (4) days of the school year will be early dismissal 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. For all schools, other than the High School, teachers who teach (6) periods per day will be assigned not more than three (3) additional duties per week to be scheduled before and/or after student contact time.
- 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 \$45 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).
- h. All teachers shall be required to attend back to school night (no more than 1 per school year) and all conference times scheduled in their building (afternoon conferences not to exceed contractual end of school day/1 evening conference per school year not to exceed 2 hours/on evening conference days teachers shall be released 2 hours early). Conference attendance shall include attendance at all evening conferences scheduled by Administration. In the event a teacher cannot attend an evening conference, arrangements shall be made with the building administration to have the conference(s) at a different time/date. The dates for back to school night and all conferences shall be included each year on the Board approved school calendar for the following school year.
- i. At the beginning of every school year, a list of volunteer teachers will be generated to be used first in the event class coverage is needed.
- j. A list of duty assignments shall be made available yearly to the teaching staff no later than September 1st.

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/English

Social Studies

Science

Mathematics/Computer Science

World Languages

Work Place Readiness/Family Consumer Science

Visual and Performing Arts

Health/Physical Education

Special Needs including Special Education, ESL/ELL, AAP, ASI

- 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. Extra class/period assignments shall be posted. Teachers shall apply for said assignments.
- 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:

English / Language Arts

Social Studies

Science

Mathematics/Computer Science

World Language

Visual and Performing Arts

Health/Physical Education

Special Education

Career Technical Education/Dual Enrollment/Business/Technology

- b. Work Day:

Maximum of five (5) periods for teaching assignments

One duty free lunch period

One preparation period

One teacher leader period

One period for duties to be assigned by the principal

c. Additional Compensation:

Teacher Leaders shall receive an annual extra-contract stipend of \$2,500

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.

6.1.7. Teachers serving as Library Media Coordinator, English as a Second Language Coordinator, or Technology Coordinator shall receive a 10% differential above annual salary.

The Athletic Trainer will receive a differential of \$4,000 above annual salary.

The High School Media Specialist will receive a differential of \$2,500 above annual salary.

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. Office Personnel may distribute band-aids in the absence of a nurse.

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 the secretary's 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 the secretary's 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 Director of Facilities or the Director of Facilities' 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) minute 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. Shift start/stop time may be adjusted as needed by Administration on a temporary basis and with the agreement of said custodian(s).
- g. When school is closed for emergencies, second shift workers will have the option of starting their shift earlier with the approval of the Director of Facilities.

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. Bus drivers shall be required to be at work on the first day all teachers and staff are required to be at work.

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 the student's 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 the employee's 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 the employee 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 the employee's 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 the employee's 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 the employee's layoff a vacancy occurs in a classification which the employee previously held, and the District intends to fill said vacancy, a laid off employee shall be entitled to recall thereto in the order of the employee's seniority if the employee had notified the Business Administrator in writing within thirty (30) days from the employee's date of layoff that the employee 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 the employee desires to return to such work. If the employee does not do so, the employee shall forfeit all of the employee's seniority and all rights to recall. If the employee indicates that the employee desires to return to the work involved in the recall notice, then the employee shall report for such work within two (2) days from the date the employee 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 the employee's designee. In the event the employee shall fail to so report to work, the employee 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 of 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 the employee's layoff a vacancy occurs in a classification which the employee previously held, a laid off employee shall be entitled to recall thereto in the order of the employee's seniority if the employee had notified the Business Administrator in writing within sixty (60) to ninety (90) days from the employee's date of layoff that the employee 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.

6.10.4. All teacher assistants new to the Middlesex District shall be required to work two additional orientation days in their first year prior to the first day of school. Teacher assistants hired after orientation days must attend orientation days in the following year prior to the first day of school. All new teacher assistants shall be released for a minimum of 90 minutes on one of the two days, which will include lunchtime, to meet with the Association.

6.10.5. Teacher Assistants shall be notified of their start time for the succeeding school year by the end of the expiring school year. In the event that changes in start time take place after the close of the school year, teacher assistants shall be promptly notified by mail of such changes.

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

6.11.1. Secretaries shall be entitled to the following holidays:

Independence Day	New Year's Eve
Labor Day	New Year's Day

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

Six (6) additional days for secretaries to be scheduled during the holiday recess, midwinter 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	New Year's Eve
Labor Day	New Year's Day
Thanksgiving	Martin Luther King's Birthday
Friday after Thanksgiving	President's Day
Christmas Eve	Good Friday
Christmas Day	Monday after Easter
Day after Christmas	Memorial Day
Juneteenth	

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.
- 6.11.5. Requests for the use of Vacation days must be submitted to the employees' supervisor, in writing, at least two (2) weeks prior to the requested use of same. Such requests may be denied if Vacation days have already been approved for the same time period.
- 6.11.6. Employees shall receive a response to their vacation requests within five (5) school days after submission.

Article 7 - Class Size

Class size shall be both limited and equalized to an extent consistent with sound educational principles 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 the employee's 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. The employee should be compensated at the established travel reimbursement rate per mile for the use of the employee's 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 15 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 who are employed prior to February 1st of the calendar year and who worked at least ninety-three (93) days during the school 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. The use of paid time off (sick, vacation, personal, etc.) and including FMLA leave shall count towards the above-mentioned ninety-three (93) days.

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 Master's 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) semimonthly 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 the building principal.
- 11.2.5. The Board will continue the present payroll deduction program for annuity plans provided that payroll deductions will not be required for more than a total of eight (8) such annuity plans in any school year.
- 11.3. Teachers teaching less than five (5) periods per day shall be considered part-time and compensation shall be pro-rated based on the appropriate salary guide step; e.g., teachers employed for three assigned periods will receive 3/6 of the appropriate step; teachers employed for four assigned periods will receive 4/6 of the appropriate step.
- 11.4. **Secretarial, Custodial, and Maintenance Salaries**

Secretaries, custodians, and maintenance personnel-will be placed on their respective salary guides according to work experience in the above categories. Twelve (12) month employees whose first day of employment is December 31st or earlier shall move one (1) step on the salary guide. Those whose first day of employment is January 1st or later shall remain on the same step of the guide during the following fiscal/contract year. Ten (10) or ten and a half (10.5) month employees whose first day of employment is February 1st or earlier shall move one (1) step on the salary guide.
- 11.5. **Secretarial Salaries**
 - 11.5.1. Secretaries 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 \$600 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 a \$1035 differential per year. Custodians designated as head custodians in an elementary school shall receive a \$690 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 the employee's work.
- 11.6.6. The Board shall provide weatherproof outerwear to each member of the maintenance and custodial crew in each building for use outdoors during inclement weather—bibs and jackets every 3 years/hats and gloves annually.
- 11.6.7. The Board shall provide each maintenance and custodial employee \$200 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.
- 11.6.10. There will be a Night Head Custodial Stipend of \$3,150.

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 the Superintendent's 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 the employee desires to be transferred in the order of the employee's 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 the employee is qualified and sent to the employee's 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 two (2) formal classroom observations.
- 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 the employee may request additional conference time prior to the observation forms being placed in the employee's 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 the teacher's 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 the employee's evaluator within seven (7) school days of the observation. If the employee wishes the employee may request additional conference time prior to the observation forms being placed in the employee's 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 Evaluations**

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 Director of Facilities 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 the employee's 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 the employee's 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-lit 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 or Superintendent's designee within five (5) working days upon the staff members return to work.
- 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 sixty-five dollars (\$65) per day.
 - b. Day one hundred one (101) through one hundred fifty (150) at seventy dollars (\$70) per day.
 - c. One hundred fifty-first (151) day through two hundred (200) at eighty dollars (\$80) per day.
 - d. Two hundred first (201) day and beyond at one hundred dollars (\$100) 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 the employee's 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 the employee's post of duty as a result of personal injury caused by an accident arising out of and in the course of the employee's 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 the employee 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 the employee's leave of absence commenced, including unused accumulated sick leave, will be restored to the employee upon the employee's 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. The immediate family is defined to include the employee's child, spouse, civil union partner, parent, spouse's parent, sibling, and any other family member living in the immediate household.
- 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, mother-in-law, father-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, aunt, uncle, niece, or nephew, cousin, grandchild, and step-family members.
- 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/Child Care 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 agreed upon 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 preceding 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. Effective July 1, 2014 the Board's total reimbursement for all staff combined shall not exceed \$34,000 per year, for each year of the agreement. 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. In the event the district is required to file an action in any venue to recoup the foregoing monies, the teacher will be responsible for all legal fees, court costs and other associated fees related to same. 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 effective 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.
- Effective January 1, 2021, employees who elect to enroll in the New Jersey Educators Health Plan or the Garden State Health Plan, or applicable employees who are required to participate in the New Jersey Educators Health Plan or the Garden State Health Plan if selected by the employee, shall contribute as per the requirements of P.L. 2020, Chapter 44.
- 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-five (25) hours per week shall not be entitled to the insurance benefits provided by this Article. All employees hired prior to July 1, 2021, shall be grandfathered into the 20 hour threshold.
- 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 twenty dollars (\$20.00) and the pharmacy co-payment for generic drugs shall be fifteen dollars (\$15.00). For mail-in prescriptions, the co-payment for brand-name prescription drugs shall be fifteen dollars (\$15.00) and the co-payment for generic drugs shall be ten dollars (\$10.00).
- 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, 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:

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

Effective July 1, 2015

Coverage	Single	Parent & Child(ren)	Spousal/Partner	Family
All	\$2,200	\$4,000	\$4,000	\$5,000

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. 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.
- 24.6. 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 eight (8) 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 the Superintendent's 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, 2021, and shall continue in effect to and including June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

FOR THE ASSOCIATION

President

Date

Secretary

Date

FOR THE BOARD

President

Date

Secretary

Date

Appendix A

Certificated Staff Salary Guides

2021-2024

BASE YEAR: 2020-21					
Salary Guide Step	BA	BA+21	MA	MA+30	MA+60
4	50,693	52,393	55,093	57,493	58,593
5	51,293	52,993	55,693	58,093	59,193
6	51,993	53,693	56,393	58,793	59,893
7	52,893	54,593	57,293	59,693	60,793
8	54,393	56,093	58,793	61,193	62,293
9	56,043	57,743	60,443	62,843	63,943
10	58,293	59,993	62,693	65,093	66,193
11	60,693	62,393	65,093	67,493	68,593
12	63,193	64,893	67,593	69,993	71,093
13	65,993	67,693	70,393	72,793	73,893
14	69,193	70,893	73,593	75,993	77,093
15	72,493	74,193	76,893	79,293	80,393
16	76,443	78,143	80,843	83,243	84,343
17	81,693	83,393	86,093	88,493	89,593
17A	86,468	88,168	90,868	93,268	94,368
18	91,243	92,943	95,643	98,043	99,143

YEAR 1: 2021-22					
*Only those hired on or after July 1, 2016, will go through Step 17A as per CBA Salary Guide					
Salary Guide Step	BA	BA+21	MA	MA+30	MA+60
4	51,718	53,418	56,118	58,518	59,618
5	52,218	53,918	56,618	59,018	60,118
6	52,918	54,618	57,318	59,718	60,818
7	53,793	55,493	58,193	60,593	61,693
8	55,293	56,993	59,693	62,093	63,193
9	56,943	58,643	61,343	63,743	64,843
10	59,193	60,893	63,593	65,993	67,093
11	61,593	63,293	65,993	68,393	69,493
12	64,093	65,793	68,493	70,893	71,993
13	66,893	68,593	71,293	73,693	74,793
14	70,093	71,793	74,493	76,893	77,993
15	73,393	75,093	77,793	80,193	81,293
16	77,343	79,043	81,743	84,143	85,243
17	82,593	84,293	86,993	89,393	90,493
17A	87,368	89,068	91,768	94,168	95,268
18	92,143	93,843	96,543	98,943	100,043

YEAR 2: 2022-23***Only those hired on or after July 1, 2016, will go through Step 17A as per CBA Salary Guide**

Salary Guide Step	BA	BA+21	MA	MA+30	MA+60
4	52,988	54,688	57,388	59,788	60,888
5	53,488	55,188	57,888	60,288	61,388
6	53,988	55,688	58,388	60,788	61,888
7	54,863	56,563	59,263	61,663	62,763
8	56,363	58,063	60,763	63,163	64,263
9	58,063	59,763	62,463	64,863	65,963
10	60,313	62,013	64,713	67,113	68,213
11	62,713	64,413	67,113	69,513	70,613
12	65,213	66,913	69,613	72,013	73,113
13	68,028	69,728	72,428	74,828	75,928
14	71,228	72,928	75,628	78,028	79,128
15	74,528	76,228	78,928	81,328	82,428
16	78,478	80,178	82,878	85,278	86,378
17	83,728	85,428	88,128	90,528	91,628
17A	88,503	90,203	92,903	95,303	96,403
18	93,278	94,978	97,678	100,078	101,178

YEAR 3: 2023-24***Only those hired on or after July 1, 2016, will go through Step 17A as per CBA Salary Guide**

Salary Guide Step	BA	BA+21	MA	MA+30	MA+60
4	54,353	56,053	58,753	61,153	62,253
5	54,853	56,553	59,253	61,653	62,753
6	55,353	57,053	59,753	62,153	63,253
7	55,853	57,553	60,253	62,653	63,753
8	57,353	59,053	61,753	64,153	65,253
9	59,053	60,753	63,453	65,853	66,953
10	61,303	63,003	65,703	68,103	69,203
11	63,703	65,403	68,103	70,503	71,603
12	66,203	67,903	70,603	73,003	74,103
13	69,028	70,728	73,428	75,828	76,928
14	72,228	73,928	76,628	79,028	80,128
15	75,528	77,228	79,928	82,328	83,428
16	79,478	81,178	83,878	86,278	87,378
17	84,728	86,428	89,128	91,528	92,628
17A	89,503	91,203	93,903	96,303	97,403
18	94,278	95,978	98,678	101,078	102,178

Certificated Staff Movement

(2021-2024)

Hired Before July 1, 2016

Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	18
16	17	18	18
17	18	18	18
18	18	18	18

Certificated Staff Movement

(2021-2024)

Hired on or after July 1, 2016

Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	17a
16	17	17a	18
17	17a	18	18
17a	18	18	18
18	18	18	18

***Certificated staff hired on or before July 1, 2016, do NOT move through step 17a, but rather move from Step 17 directly to Step 18.**

Appendix B

Secretarial Staff Salary Guides

2021-2024

Step	Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
3	40,117	41,167	42,567	43,867
4	40,617	41,667	43,067	44,367
5	41,117	42,167	43,567	44,867
6	41,717	42,767	44,167	45,367
7	42,417	43,367	44,767	45,867
8	43,217	43,967	45,367	46,467
9	44,117	44,867	45,967	47,067
10	45,217	45,967	46,967	47,867
11	46,417	47,167	48,167	49,067
12	47,617	48,367	49,367	50,267
13	48,817	49,567	50,567	51,467
14	50,017	50,767	51,767	52,667
15	51,617	52,367	53,367	54,267
16	53,217	53,967	54,967	55,867
17	55,017	55,767	56,767	57,667
18	56,817	57,567	58,567	59,467

Appendix C

Maintenance

2021-2024

Step	Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
1	52,518	54,518	56,518	58,518
2	53,318	55,318	57,318	59,318
3	54,218	56,218	58,218	60,218
4	55,118	57,118	59,118	61,118
5	56,118	58,118	60,118	62,118
6	57,118	59,118	61,118	63,118
7	58,118	60,118	62,118	64,118
8	59,218	61,218	63,218	65,218
9	60,418	62,418	64,418	66,418
10	61,618	63,618	65,618	67,618
11	62,818	64,818	66,818	68,818
12	64,018	66,018	68,018	70,018
13	65,218	67,218	69,218	71,218

Appendix D

Custodial Staff

2021-2024

Step	Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
3	42,687	43,772	45,072	46,397
4	43,087	44,172	45,472	46,797
5	43,587	44,672	45,972	47,297
6	44,287	45,172	46,472	47,797
7	44,987	45,872	46,972	48,297
8	45,787	46,672	47,672	48,797
9	46,687	47,572	48,572	49,597
10	47,587	48,472	49,472	50,497
11	48,587	49,472	50,472	51,497
12	49,587	50,472	51,472	52,497
13	50,787	51,672	52,672	53,697
14	52,087	52,972	53,972	54,997
15	53,387	54,272	55,272	56,297
16	54,787	55,672	56,672	57,697
17	56,337	57,222	58,222	59,247
18	57,897	58,797	59,797	60,797

Appendix E

Drivers

2021-2024

Step	Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
1	41,104	42,234	43,234	44,234
2	41,804	42,934	43,934	44,934
3	42,504	43,634	44,634	45,634
4	43,204	44,334	45,334	46,334
5	43,904	45,034	46,034	47,034
6	44,604	45,734	46,734	47,734
7	45,304	46,434	47,434	48,434
8	46,069	47,134	48,134	49,134
9	46,834	47,834	48,834	49,834

Appendix F

Teacher Assistants

2021-2024

Base Year 2020-21	Year 1 2021-22	Year 2 2022-23	Year 4 2023-24
\$ 37,127	\$ 38,600	\$ 40,700	\$ 42,300

Extra Contract Guide

2021-2024

ATHLETICS				
HIGH SCHOOL	2020-21	2021-22	2022-23	2023-24
Baseball Head Coach	6,350	6,572	6,819	7,044
Baseball J.V. Assistant Coach	5,023	5,199	5,394	5,572
Baseball Varsity Assistant Coach	4,436	4,591	4,763	4,921
Basketball (Boys) Head Coach	7,019	7,265	7,537	7,786
Basketball (Boys) J.V. Assistant Coach	5,023	5,199	5,394	5,572
Basketball (Boys) Varsity Assistant Coach	4,436	4,591	4,763	4,921
Basketball (Girls) Head Coach	7,019	7,265	7,537	7,786
Basketball (Girls) J.V. Assistant Coach	5,023	5,199	5,394	5,572
Basketball (Girls) Varsity Assistant Coach	4,436	4,591	4,763	4,921
Bowling Coach	2,610	2,701	2,803	2,895
Cheerleading (Football) Advisor	4,277	4,427	4,593	4,744
Cheerleading (Winter) Advisors (2)	3,937	4,075	4,228	4,367
Competitive Cheerleading Advisor	3,937	4,075	4,228	4,367
Cross Country Head Coach	5,692	5,891	6,112	6,314
Cross Country Assistant Coach	4,365	4,518	4,687	4,842
Football Head Coach	7,523	7,786	8,078	8,345
Football J.V. Assistant Coach (2)	5,450	5,641	5,852	6,045
Football Varsity Assistant Coach (2)	4,946	5,119	5,311	5,486
Golf Coach	5,692	5,891	6,112	6,314
Soccer (Boys) Head Coach	6,350	6,572	6,819	7,044
Soccer (Boys) J.V. Assistant Coach	5,023	5,199	5,394	5,572
Soccer (Boys) Varsity Assistant Coach	4,436	4,591	4,763	4,921
Soccer (Girls) Head Coach	6,350	6,572	6,819	7,044
Soccer (Girls) J.V. Assistant Coach	5,023	5,199	5,394	5,572
Soccer (Girls) Varsity Assistant Coach	4,436	4,591	4,763	4,921
Softball Head Coach	6,350	6,572	6,819	7,044
Softball J.V. Assistant Coach	5,023	5,199	5,394	5,572
Softball Varsity Assistant Coach	4,436	4,591	4,763	4,921
Tennis (Boys) Head (Spring) Coach	5,692	5,891	6,112	6,314
Tennis (Girls) Head (Fall) Coach	5,692	5,891	6,112	6,314
Tennis J.V. Assistant (Girls) Coach	4,398	4,552	4,723	4,878
Track (Boys) Head Coach	6,350	6,572	6,819	7,044
Track (Boys) Assistant Coach	5,023	5,199	5,394	5,572
Track (Girls) Head Coach	6,350	6,572	6,819	7,044
Track (Girls) Assistant Coach	5,023	5,199	5,394	5,572
Weight Room Supervisor- Summer	3,268	3,382	3,509	3,625
Weight Room Supervisor- Fall	1,200	1,242	1,289	1,331
Weight Room Supervisor- Winter	1,200	1,242	1,289	1,331
Weight Room Supervisor- Spring	1,200	1,242	1,289	1,331
Wrestling Head Coach	7,019	7,265	7,537	7,786

Wrestling J.V. Assistant Coach	5,023	5,199	5,394	5,572
VON E. MAUGER MIDDLE SCHOOL	2020-21	2021-22	2022-23	2023-24
VM Interscholastic Baseball Coach	2,479	2,566	2,662	2,750
VM Interscholastic Basketball (Boys) Coach	2,818	2,917	3,026	3,126
VM Interscholastic Basketball (Girls) Coach	2,818	2,917	3,026	3,126
VM Interscholastic Cross Country Coach	2,478	2,565	2,661	2,749
VM Interscholastic Soccer (Boys) Coach	2,479	2,566	2,662	2,750
VM Interscholastic Soccer (Girls) Coach	2,479	2,566	2,662	2,750
VM Interscholastic Softball Coach	2,479	2,566	2,662	2,750
VM Interscholastic Track Coach	2,424	2,509	2,603	2,689
VM Interscholastic Wrestling Coach	2,818	2,917	3,026	3,126
GROUP A CO-CURRICULAR ACTIVITIES				
HIGH SCHOOL	2020-21	2021-22	2022-23	2023-24
HS Anime Club Advisor	1,338	1,385	1,437	1,484
HS AP Coordinator	1,338	1,385	1,437	1,484
HS Attendance Policy Coordinator	1,316	1,362	1,413	1,460
HS Class Advisor - Freshman	1,338	1,385	1,437	1,484
HS Class Advisor - Sophomore	1,338	1,385	1,437	1,484
HS Detention Morning Monitor	1,338	1,385	1,437	1,484
HS Detention Saturday Monitor (2)	1,338	1,385	1,437	1,484
HS Environmental Club Advisor	1,338	1,385	1,437	1,484
HS Fashion Club Advisor	1,338	1,385	1,437	1,484
HS Gay Straight Alliance Club Advisor	1,338	1,385	1,437	1,484
HS Graduation Coordinator	965	999	1,036	1,070
HS Math League Coordinator	1,338	1,385	1,437	1,484
HS Multimedia Club Advisor	1,898	1,964	2,038	2,105
HS Robotics Team Head Advisor	2,676	2,770	2,874	2,968
HS Robotics Team Advisors (3)	2,040	2,111	2,191	2,263
VON E. MAUGER MIDDLE SCHOOL	2020-21	2021-22	2022-23	2023-24
VM Detention Morning Monitor	1,338	1,385	1,437	1,484
VM Intramural Sports - Lower School	2020-21	2021-22	2022-23	2023-24
Fall (Flag Football)	1,360	1,408	1,460	1,509
Spring (Softball)	1,360	1,408	1,460	1,509
Winter (Volleyball)	1,360	1,408	1,460	1,509
VM Intramural Sports - Upper School	2020-21	2021-22	2022-23	2023-24
Fall (Flag Football)	1,360	1,408	1,460	1,509
Spring (Softball)	1,360	1,408	1,460	1,509
Winter (Basketball)	1,360	1,408	1,460	1,509
VM Junior Lego Robotics (2) - Upper School	526	544	565	583

GROUP B CO-CURRICULAR ACTIVITIES				
DISTRICT	2020-21	2021-22	2022-23	2023-24
District Theater Technician Assistant	2,018	2,089	2,167	2,238
HIGH SCHOOL	2020-21	2021-22	2022-23	2023-24
HS Academic Team Advisor	2,018	2,089	2,167	2,238
HS Amnesty International Advisor	2,018	2,089	2,167	2,238
HS Mock Trial/Law Club Advisor	2,018	2,089	2,167	2,238
HS Model UN Advisor	2,018	2,089	2,167	2,238
HS Musical Choreographer	2,018	2,089	2,167	2,238
HS Musical Vocal Coach	2,018	2,089	2,167	2,238
HS Newspaper Advisor	2,018	2,089	2,167	2,238
HS Pep Band Director	2,018	2,089	2,167	2,238
HS PRIDE Team Advisor	2,018	2,089	2,167	2,238
HS Varsity Singers Choreographer	2,018	2,089	2,167	2,238
HS Varsity Singers Director	2,018	2,089	2,167	2,238
HS Youth & Government Advisor	2,018	2,089	2,167	2,238
VON E. MAUGER MIDDLE SCHOOL	2020-21	2021-22	2022-23	2023-24
VM Art Workshop Advisor - Lower School	2,018	2,089	2,167	2,238
VM Art Workshop Advisor - Upper School	2,018	2,089	2,167	2,238
VM Band Advisor - Lower School	2,018	2,089	2,167	2,238
VM Band Advisor - Upper School	2,018	2,089	2,167	2,238
VM Drama Workshop Advisor - Lower School	2,018	2,089	2,167	2,238
VM Drama Workshop Advisor - Upper School	2,018	2,089	2,167	2,238
VM Environmental Club - Upper School	2,051	2,123	2,202	2,275
VM Musical Choreographer - Upper School	2,029	2,100	2,179	2,251
VM Newspaper Advisor -Lower & Upper	2,029	2,100	2,179	2,251
VM Student Council Advisor - Lower & Upper	2,029	2,100	2,179	2,251
VM Technology Club Advisor - Lower School	2,029	2,100	2,179	2,251
VM Technology Club Advisor - Upper School	2,029	2,100	2,179	2,251
VM Vocal Music Advisor - Lower School	2,029	2,100	2,179	2,251
VM Vocal Music Advisor - Upper School	2,029	2,100	2,179	2,251
GROUP C CO-CURRICULAR ACTIVITIES				
HIGH SCHOOL	2020-21	2021-22	2022-23	2023-24
HS Class Advisor - Junior	2,413	2,497	2,591	2,677
HS Fall Drama Director	2,413	2,497	2,591	2,677
HS Future Business Leaders (FBLA) Advisor	2,413	2,497	2,591	2,677
HS Instrumental Music Director	2,413	2,497	2,591	2,677
HS Key Club Advisor	2,413	2,497	2,591	2,677
HS Literary Magazine Advisor	2,413	2,497	2,591	2,677
HS Musical Pit Band Director	2,413	2,497	2,591	2,677
HS National Honor Society Advisor	2,413	2,497	2,591	2,677
HS Student Council Advisor	2,413	2,497	2,591	2,677
HS Visual Arts Enrichment Advisor	2,413	2,497	2,591	2,677
HS Vocal Music Director	2,413	2,497	2,591	2,677
HS Peer Connections Club Advisor	2,413	2,497	2,591	2,677

VON E. MAUGER MIDDLE SCHOOL	2020-21	2021-22	2022-23	2023-24
VM Production Music Director - Upper School	2,413	2,497	2,591	2,677
VM Yearbook Advisor - Upper School	2,413	2,497	2,591	2,677
GROUP D CO-CURRICULAR ACTIVITIES				
HIGH SCHOOL	2020-21	2021-22	2022-23	2023-24
HS Class Advisor - Senior	3,498	3,620	3,756	3,880
HS Musical Production Director	3,586	3,712	3,851	3,978
VON E. MAUGER MIDDLE SCHOOL	2020-21	2021-22	2022-23	2023-24
VM Production Director - Lower & Upper	3,586	3,712	3,851	3,978
GROUP E CO-CURRICULAR ACTIVITIES				
DISTRICT	2020-21	2021-22	2022-23	2023-24
District Theater Technician	4,496	4,653	4,828	4,987
HIGH SCHOOL	2020-21	2021-22	2022-23	2023-24
HS Yearbook Advisor	4,716	4,881	5,064	5,231
ACADEMIC STIPENDS	2020-21	2021-22	2022-23	2023-24
Academic Advancement Program Facilitator	9,870	10,215	10,599	10,948
Public Information Officer		9,870	10,240	10,578
ELEMENTARY SIX-WEEK PROGRAMS: Per Session				
One hour/week: 3:00 - 4:00	274	284	294	304
TWELVE-WEEK SEMESTER: Per Session				
October - January and February - May Three days/week for one hour (includes 45-minute contact time)	1,371	1,419	1,472	1,521
CURRICULUM DEVELOPMENT: Per Hour				
Set amount of hours/curriculum. Teacher representative (regular and special education) to summer IEP	33	34	35	37
EXTENDED SCHOOL YEAR: Per Hour				
Summer School Teachers - Elementary/Middle/High School	44	46	47	49
CHILD STUDY TEAM SUMMER STAFF	2020-21	2021-22	2022-23	2023-24
Hourly rates are limited to the following areas:				
IEP and Schedule Changes	44	46	47	49
Counseling, Social Skills Training	44	46	47	49
Speech Therapy	44	46	47	49
Speech Therapist – IEP Meeting	33	34	35	37
Attendance	33	34	35	37
Service rates are as follows:				
Psychological Evaluation	274	284	294	304
Educational Evaluation	274	284	294	304
Speech Evaluation	274	284	294	304
Social Intake	263	272	282	292
Case Management	197	204	212	219
IEP Development	93	96	100	103
IEP Conference	88	91	94	98
Pre-Evaluation Conference	71	73	76	79