

AGREEMENT

Between

BOARD OF EDUCATION OF

MIDDLESEX COUNTY MAGNET SCHOOLS

and

MIDDLESEX COUNTY MAGNET SCHOOLS

OFFICE PERSONNEL ASSOCIATION

*** * * * ***

July 1, 2022 – June 30, 2026

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THIS AGREEMENT, entered into as of this 9th day of August, 2023 by and between the BOARD OF EDUCATION OF MIDDLESEX COUNTY MAGNET SCHOOLS IN THE COUNTY OF MIDDLESEX, NEW JERSEY, hereinafter called the "Board" and the MIDDLESEX COUNTY MAGNET SCHOOLS OFFICE PERSONNEL ASSOCIATION, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association each has an obligation, pursuant to N.J.S.A.34:13A-1 et seq. to negotiate with each other in good faith with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION OF ASSOCIATION

A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions of employment for the negotiating unit composed of the following regularly employed positions:

Administrative Assistants, clerks, bookkeepers, employee benefits coordinator, payroll coordinator, Tuition Coordinator/BOE Receptionist, purchasing coordinator, Receivables Coordinator/Accounting Assistant and any other office personnel with the same community of interest employed or to be employed by the Board, but

Excluding Administrative Assistant to the Superintendent of Schools, Administrative Assistant to the Board Secretary and/or to the Business Administrator, Administrative Assistant to the Assistant Superintendent(s), Administrative Assistant to the Personnel Director, and any other position(s) whether or not referred to above which are confidential, managerial, or supervisory, and any all personnel not employed in any of the positions referred to above;

B. Unless otherwise indicated, the terms "employee" or "employees" when used hereinafter in this Agreement shall refer to all negotiating unit members represented by the Association.

ARTICLE 2

RECOGNITION OF BOARD'S RESPONSIBILITIES

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

B. The Board reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitations imposed by the express language of this Agreement. The Board is responsible for the control and management of the schools in accordance with laws, and rules and regulations of the State Board of Education.

C. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any questions or proposals until the procedures within this Agreement are fully exhausted.

D. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees not inconsistent with the express terms of this Agreement and/or N.J.S.A. 34:13A-1 et seq.

E. The Board of Education, subject only to the legally enforceable express terms of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the rights to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the duties, responsibilities and assignments of employees with respect thereto, including the determination of work load, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation, subject only to the legally enforceable provisions of this Agreement.

ARTICLE 3

NEGOTIATIONS

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J. S.A. 34:13A- 1 et seq., by April 1st prior to the expiration of this Agreement, in good-faith effort to reach agreement on all matters concerning the terms and conditions of unit members' employment.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board will make available to the Association, upon request, data in the public domain needed for the accomplishment of the Association's negotiating obligations. It is understood and agreed that the negotiation committees cannot bind their respective principals and that any tentative agreement reached by committee must be ratified by the full Board and the Association.

C. This Agreement shall not be modified except by an instrument in writing, duly executed by both parties.

D. If any provision of this Agreement is declared invalid by any Court or by the Public Employment Relations Commission, the remainder of the contract shall remain in full force and effect.

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

F. The Board agrees that any changes in terms and conditions of employment during the term of this Agreement will be the subject of negotiations with the majority representative before implementation by the Board.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees. The term "grievance" shall not include or apply to any matter: (a) which is a complaint of a non-tenure employee arising by reason of his or her not being re-employed; or (b) which is a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.
2. An "aggrieved person" or the "grievant" is the person or persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board and its representatives, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Nothing contained herein 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.
3. Since it is important that grievances be processed promptly, the number of days permitted for responses or appeals to the next level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If no response is given by the representative of the Board within the time specified, the grievance may thereupon be moved by the grievant to the next level. The time limits may be extended by written agreement between the parties.

C. Procedure:

1. Level One:

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

(b) A formal grievance under Level One must be initiated within ten (10) working days after the occurrence of the facts of the grievance, or the grievance shall be deemed to be settled and the right to further processing under this procedure shall be waived.

(c) The formal grievance under Level One must be initiated by delivering to the principal or immediate supervisor a written account of the grievance containing at least the following:

(1) Statement of the facts constituting the grievance.

(2) The Articles and Sections of the Agreement or Board Policies which are claimed to have been violated, misinterpreted or misapplied, and reference to the administrative decisions which are involved in the grievance.

(3) The remedy sought.

2. Level Two:

(a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) working days after presentation of the grievance, he or she may file the grievance in writing with the Association's designated representative. Within five (5) working days after receiving the written grievance the Association's designated representative may refer it to the Superintendent of Schools.

(b) The submission to the Superintendent shall contain a written statement setting forth:

- (1) The nature of the grievance.
- (2) The nature and extent of the loss, injury or inconvenience, and the remedy requested.
- (3) The results of previous discussions.
- (4) The stated dissatisfaction with the decision previously rendered.
- (5) Documents and information relevant to the grievance, including the written grievance and documentation filed at Level One.

3. Level Three:

(a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered by the Superintendent or designee within ten (10) working days after the grievance was delivered to the Superintendent, the aggrieved person may,

within five (5) working days after a decision by the Superintendent or designee or fifteen (15) working days after, the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association's designated representative submits the grievance to the Board of Education.

The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board.

(b) Within a reasonable length of time but not later than the date of the next regular meeting of the Board, the designated representatives of the Board and the Association shall attempt to reach a mutually acceptable settlement. If a mutually acceptable settlement of the grievance is not reached, the Board or its designated representative will, within ten (10) working days of the meeting, advise the grievant and the Association, in writing, of the Board's disposition of the grievance.

(c) A claim shall only be processed beyond Level Three if such a claim does pertain exclusively to the interpretation, application, or violation of this Agreement.

4. Level Four:

(a) If the grievance is not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation, inequitable application or violation of any of the provisions of this Agreement, the grievance may be submitted to the Public Employment Relations Commission for arbitration by a written notice to the Board within ten (10) working days following receipt of the Board's written disposition of the grievance.

(b) The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is excepted from this grievance procedure or arbitrator's review by law or by any other provision of this Agreement, or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

(d) All employees, including the grievant, shall fulfill all obligations of employment during the processing of the grievance at all levels.

(e) Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

1. The disposition of any grievance at any step of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.

2. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) selected or approved by the Association. When employees are not represented by the Association, the Association shall have the right to be present and to present its views at appropriate stages of the grievance procedure.

D. 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public, subject to the applicability of the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

E. The Board may, at its election, institute a grievance against the Association claimed for misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to obtaining the services of an arbitrator, the Board shall notify the Association in writing of its intention so to do, with reasons. The parties shall meet within ten (10) working days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved within ten (10) working days after the first such meeting, the Board may then proceed to obtain the services of an arbitrator by following the applicable procedures of Level Four.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. 1. Representatives of the Association shall have the privilege to transact official Association business or hold meetings on school property at all reasonable times with the prior written approval of the Superintendent, provided that such activities shall not interfere with or interrupt normal school operations.

2. For those meetings which are scheduled for the employees located in two or more school buildings, the request for use of the building shall be made in writing to the Superintendent and signed by the Association President, but may be made by telephone if an emergency exists.
- B. The Association shall have the privilege of using school facilities, office equipment, and technology at reasonable times when such equipment is not otherwise in use, with the prior written approval of the Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The use of school facilities and equipment shall not interfere with the regularly assigned duties of any employee, or with the educational or business operations of the school district.
- C. Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior written approval of the school principal or Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.
- D. The Board of Education meeting minutes will be made available to the Association through a posting on the District's website.

ARTICLE 6

EMPLOYEE RIGHTS

A. Employee Files

1. An employee will be advised of all written or oral complaints that are reduced to writing and placed in his or her personnel folder. In such cases, the employee shall initial the complaint and shall have the right to submit a written answer which shall be placed in his or her personnel folder. Upon request, an employee shall receive a copy of any materials placed in her or his file.

B. Required Appearances

1. Whenever any employee has been called to appear before the Superintendent or designee, or before the Board or its designee, under circumstances which justify a reasonable basis for belief by the employee that the appearance may result in his or her discipline, the employee shall be entitled to have a representative of the Association present at such appearance.

ARTICLE 7

MEMBER EMPLOYMENT

A. Guide Placement on Initial Employment

1. New employees shall be placed on the salary guide at such step and in such classification as may be determined by the Superintendent and the Board acting in their sole discretion.

B. Work Year

1. Employment on a twelve (12) month basis shall start on July 1 of each calendar and continue through June 30 of the succeeding calendar year.

C. Vacations

1. Employees shall receive vacation with pay based on years of service in accordance with the following vacation table:

Years of Service

Vacation Period

Less than one (1) year of service

One (1) working day for each full month of service, up to ten (10) vacation days. (to be taken in the following year.)

One (1) but less than five (5) years of service

Twelve (12) working days

Five (5) but less than ten (10) years of service

Sixteen (16) working days

Ten (10) years of service

Twenty-one (21) working days

2. The vacation service period shall be computed from the date an employee commences service, calculated from July 1st.

3. If the employment of an employee eligible for a vacation is terminated for any reason whatsoever, the employee shall receive a pro-rated vacation or equivalent pay.

4. All earned vacation days must be taken during the current school year (July 1 through June 30). No vacation days may be carried-over into the next school year.

5. Vacation may be scheduled during the spring recess period, subject to staffing needs and the approval of the Superintendent.

6. An employee may apply for more than one-third (1/3) of their vacation time during the school year. Such requests shall be granted at the discretion of the Superintendent when there shall be sufficient staff remaining on duty and said vacations will not otherwise create undue difficulties for the administration.

D. Holidays

1. Employees shall receive the following holidays as observed by the State of New Jersey:

Independence Day
Labor Day
Columbus Day (Observed by District)
Veterans' Day (Observed by District)
Good Friday
Thanksgiving Day
New Year's Day

Martin Luther King's Birthday
General Election Day
Presidents Day
Memorial Day
Christmas Day
Juneteenth

2. Employees shall receive the above paid holidays provided that the district's schools are closed on that day and the designated holiday is not a day on which the students are scheduled or required to be in attendance.

3. The granting of other holidays, whether whole days or partial days, is vested in the sole discretion of the Superintendent and the Board.

4. Holidays named in this section which fall on Saturday will be considered to be observed on the previous Friday. Holidays covered by this section which fall on Sunday will be considered to be observed on the following Monday.

5. Employees are not required to work during the winter school break.

E. Work Day

1. The normal, but not guaranteed, hours of work shall be thirty-five (35) hours per week, Monday through Friday, exclusive of a one (1) hour daily lunch period.

2. During the months of July and August, the workday shall be 8:30-4:30 Monday to Thursday including a one (1) hour daily lunch period. During the spring school breaks, the normal, but not guaranteed, hours of work shall be thirty (30) hours per week, Monday through Friday, exclusive of a one (1) hour daily lunch period.

3. Each employee shall be entitled to take two (2) fifteen (15) minute breaks per workday, at times approved by the employee's supervisor.

4. In the event of a school closing due to inclement weather, each employee shall be permitted to leave the school building in which they are employed no earlier than 30 minutes from the student dismissal time and no later than the time of the departure of the last student from the building.

5. On unused snow days where the instructional staff and students have been excused, office working hours shall be 8:30 a.m. - 3:30 p.m.

F. Overtime

1. Employees shall be paid at a rate of one and a half (1-1/2) times their regular hourly rate for assigned hours worked beyond thirty-five (35) in any work week.

2. Employees who are required to work on a holiday when school is not in session shall be paid at a rate of one and a half (1-1/2) times their regular hourly rate the actual time worked, in addition to receiving their scheduled holiday pay.

G. Vacancy Announcements/Posting/Transfers

1. All available positions paying an equal salary or a salary differential in day or evening schools shall be made known to members and the Association by the Superintendent as soon as the position becomes available by posting the position for seven (7) days. For extraordinary circumstances the Board may request a waiver of the seven (7) days posting. An email containing the posting shall be forwarded to each member of the Bargaining Unit.

2. The Board will advise any employee in writing if the employee is to be transferred to another position, as soon as shall be practicable. The failure of the Board to give such notification shall not constitute a violation of the contract if the failure is due to an emergency situation, such as incapacity or death of an employee, or from changes in circumstances unknown to the Board at the time that notice should have been given, which subsequently made the change imperative.

H. Notification of Employment Status

1. Employees shall be notified of their next year's employment status by June 15, to the extent known at that time.

ARTICLE 8

LEAVES OF ABSENCE

A. General Provisions

The following provisions shall be and hereby are adopted as the underlying principles governing the leaves of absence of the full-time employees.

1. For the protection of the employee and for proper payroll accounting and audit procedure every absence must be accounted for by using the district approved online absence request system.

2. (a) Requests for absences other than personal illness are to be provided at least one (1) day prior to the day of the anticipated absence. In an emergency, the request must be made to the principal or supervisor by telephone or other means of communication if the cutoff time for the online absence request has been missed.

(b) The Superintendent or designee shall approve or deny the request and notify the employee of the decision through the online absence request system.

B. Sick Leave

1. All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. Up to two (2) of the twelve (12) annual sick leave days may be used as a family illness day. If an employee's contract begins after the start of the normal work year, sick leave shall be prorated at one (1) day per month. Unused sick leave days shall accumulate without limit.

2. The Board may require proof of illness at any time, and, at its' sole option and expense, require verification of the illness through medical examinations by physician of its choice.

3. In addition to requesting sick leave using the absence request system, all employees absent due to illness or injury shall be required to submit documentation supporting the sick leave request to the Superintendent's office. The nature of the illness / injury need not be described

unless required by law. The Board of Education may, at its discretion, require an employee to furnish a physician's certificate of illness or injury. However, any employee who exceeds the annual allocation of twelve (12) days sick leave in any school year (July 1 through June 30) must furnish a physician's certificate for all subsequent absences due to illness or injury for the remainder of the school year. Failure to comply with this requirement may result in loss of pay and possible discipline.

4. Sick leave time may not be used for any purpose other than personal illness or medical examination.

5. Where an employee can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he or she shall notify the Superintendent as soon as he or she is aware of the pending condition. The employee shall specify in writing his or her best estimate of the dates of commencement and termination of disability. At the time of notification, the employee shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.

6. Requests for sick leave relating to an anticipated disability shall include dates of onset and return from such leave.

7. The employee who anticipates and notifies the Superintendent of a specific disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.

8. The Board may require that an employee anticipating a disabling event be placed on sick leave if the employee's physical condition adversely affects the performance of assigned duties, or the continued performance of those duties impairs the employee's health. Such incapacity must be established by agreement of the Board's physician and the employee's physician that the employee cannot continue working. However, if there is a difference of medical opinion between the Board's physician and the employee's physician, a third impartial physician shall examine the employee and such impartial physician's medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.

9. Supplemental Retirement Compensation

(a) Each employee in the employ of the Board will receive supplemental retirement compensation, upon retirement from a State administered Pension Fund following service for the number of years required by such pension fund to qualify for retirement benefits, in the amount of \$100.00 for each accumulated sick day credited to the employee as of the date of retirement. Written notification of such retirement must be provided by December 1 of the preceding year of retirement to receive this payment upon retirement. If such notice is not provided by December 1 of the preceding year, the Board may postpone payment to the following year. The maximum amount of supplemental retirement compensation payable to any employee shall be twenty-two thousand (\$22,000.00) subject to NJSA 18A:30-36.

(b) Post Retirement Benefits: The Board shall take the value of an employee's accumulated sick time at retirement and make an employer contribution into an authorized 403(b) program on behalf of the employee after retirement. The total contribution shall not exceed maximum allowable by the IRS, including an employee's regular 403(b) contribution made during the period. The employee shall have up to five (5) years to make the total value of the contribution should the employee exceed the limit in the year of retirement. All members of the Association shall receive these benefits; and there shall be no cash option. Contributions shall be made through a Board authorized 403(b) service provider that will accept such contributions.

C. Excused Absence Not Due to Personal Illness or Injury:

1. Death in the Immediate Family

In case of a death in the immediate family, the employee shall be entitled to up to four paid days within a two week period provided that one of these four days includes the day of the death or day of the funeral. The immediate family is defined as spouse; parent, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, domestic partner, civil union partner, step-child, step-parent or any member of the family living in the same house. The employee shall also be entitled to one (1) day per occurrence for a death in their extended family.

2. Court or Military Orders

(a) There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty or selective service or military directive when compliance is mandatory and must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements as these matters are covered by State Law.

(b) Where persons exercising the benefits provided them in this section receive pay for services performed on jury duty or to comply with a subpoena for business directly related to school activities or mandatory military directive, they will receive their regular pay for such absence less the payment (exclusive of expense monies) received for such services from the court or governmental agency.

3. School Business

There shall be no deduction of salary for absence on official school business or as a result of official school business which has been assigned and/or approved by the Superintendent.

4. Personal Leave

(a) Three (3) personal days without stated reasons will be granted per year. At least one (1) days' notice must be provided to the proper supervisor, except in the case of a genuine emergency.

(b) It is intended that these days be available as a reserve for genuine emergencies.

(c) Personal days shall not be taken on any day contiguous with a holiday nor shall use of such days extend any vacation period, without the prior written approval of the Superintendent, which approval will be given, if at all, in the Superintendent's sole discretion only after he is satisfied that good cause has been shown.

(d) Unused personal days shall be converted to accumulated sick leave days, and treated as such.

5. Maternity Leave:

(a) Definition:

The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. Such an absence is governed by Article 8B of this Agreement.

The term "maternity leave" refers to a voluntary absence from active employment either:

(1) Commencing while the pregnant employee is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability; or

(2) Commencing after the end of a pregnancy-related disability for the purpose of child care.

(b) If the anticipated disabling event referred to in Article 8B is childbirth, the employee may use any sick leave benefits to which she is entitled, in accordance with the provisions of Article 8B of this Agreement.

(c) Maternity Leave Procedures:

Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

(1) All initial applications for, and applications for extensions of reductions of, maternity leave shall be made in writing to the Superintendent. Such written request shall specify the date when the employee wishes her leave to commence and to terminate. The maternity leave for the contract year in which the birth occurs shall commence immediately upon the termination of the disability leave taken for the birth of the child, and the maternity leave for that contract year shall not terminate sooner than the June 30 following the commencement of the maternity leave.

(2) Maternity leave of absence for non-tenured employees shall be granted on the same terms as for tenured employees except that such leave shall not extend beyond the end of her contract year.

(3) An employee shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed but not later than seventy-five(75) days prior to the leave commencement date. The employee may apply for maternity leave by furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working. The leave of absence shall end not later than two (2) years from the granting of the leave. The employee shall return to her job at the beginning of a contract year.

(4) Accumulated sick leave days credited to the employee at the commencement of her maternity leave shall be retained until that employee returns to active service in the district at the conclusion of her leave. The employee's salary status at time of return shall be the same as it was at commencement of the maternity leave, unless the employee shall have completed six (6)

months plus one (1) day of service in the year said leave commenced, in which event she shall receive credit of a full year's service for advancement on the guide.

(5) The Board share of health care benefits will continue to be paid by the Board during the maternity leave for the balance of the year in which the leave commences (if the initial leave is for less than a full year) and thereafter for up to a maximum of eighteen (18) months from the start of the maternity leave. If the leave commences on July 1, the Board will pay health care benefits only for the initial year of leave. The Board may require the employee to be examined by a physician designated by the Superintendent.

(6) Following the granting of such leave, the employee may request a reduction of or grant such proposed reduction in its absolute discretion. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

(7) An employee who is on maternity leave shall notify the Board in writing, on or before April 15th of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to active employment. Failure to do so will be deemed a resignation from the District. The Board will notify the employee by certified mail no later than the February 15th immediately prior to the referred to April 15th that the leave is about to expire. The failure of the Board to give such notification by the date specified shall not relieve the employee of her obligation to give the Board timely prior notice of her intention to return to active employment upon request by the administration for her to do so.

(8) Time spent on maternity leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.

(9) Adoption leave without pay shall be granted by the Board pursuant to the applicable provisions of the Maternity Leave procedure described above, subject to the following additional conditions and requirements:

a) If the child adopted is of school age and at the time of adoption will or could attend kindergarten to second grade, the adoption leave shall be for up to one (1) year's duration only.

b) If the child adopted is of school age and at the time of adoption will or could attend a grade higher than the second grade, the employee is not eligible for adoption leave and no adoption leave will be granted under this provision.

6. Other Leaves of Absence:

a) Requests for leaves of absence other than covered heretofore in Article 8 must be made in writing to the Board of Education through the Superintendent. Such leaves may or may not be granted. The duration and conditions of the leave, if granted, shall be matters of special action by the Board.

b) An employee, after exhausting all accumulated entitled leave, and who is granted a leave without pay, has the right to continue their health insurance coverage for a period not to exceed three (3) months from the date of the granted leave without pay.

ARTICLE 9

EVALUATION

A. All employees will be evaluated at least once a year by their immediate supervisor.

B. Observation and evaluation reports shall be reviewed and signed by the employee, who may attach written comments responding to the report at the time of such review. The employee shall also enter the date on which the signature is affixed. The signing by the employee signifies that the employee has seen and read the report, but does not by itself necessarily indicate agreement or lack of agreement with the contents of the report.

ARTICLE 10

EDUCATIONAL ASSISTANCE

A. The Board shall reimburse employees for part of the cost of professional improvement under the following conditions:

1. The Board will pay 100% of tuition costs up to a maximum of six credits at the prevailing Rutgers University Under-Graduate School of Education New Jersey resident rate.

To insure reimbursement the employee must obtain written approval in advance from the Superintendent for courses for which reimbursement will be requested. Course credits are eligible for tuition reimbursement if they are earned at regionally accredited colleges and universities recognized by the New Jersey State Department of Education. "Regionally accredited college or university" means an institution of higher education accredited by one of the following regional accreditation associations:

1. Middlesex State Association of Colleges and Schools;
2. New England Association of Schools and Colleges;
3. North Central Association of Colleges and Schools;
4. Northwest Commission on Colleges and Universities
5. Southern Association of Colleges and Schools Commission on Colleges; and
6. Western Association of Schools and Colleges.

2. Reimbursement will be made by voucher at the close of the semester after tuition receipts and certified college transcripts are submitted to the Superintendent showing credits and grades earned. Vouchers for courses completing by May 30th must be submitted for payment to the Business Administrator for reimbursement by July 15th for credit earned during prior school year. Vouchers submitted for courses completing between June 1st and June 30th of the school year shall be submitted no later than August 15th for reimbursement. Notice to the Business Administrator (directly) of the potential reimbursement will be given by the member for courses to be completed between June 1st and June 30th no later than July 15th with all available submissions to qualify for payment. Vouchers received after the specified dates cannot be honored. Credits with grades below "B" level will not be honored for reimbursement. In Pass/Fail courses, a grade of "Pass" shall be sufficient.

ARTICLE 11

REIMBURSEMENT

A. All reimbursement for official school business (including professional development) approved by the Superintendent shall be reimbursed in accordance with the Board's travel policy, NJSA 18A:11-12, NJAC 6A:23A-7, and any other successive travel regulations promulgated by the State of New Jersey, Department of Education. Reimbursement must be submitted on Board of Education vouchers on a monthly basis. All June travel vouchers must be submitted to the Business Administrator by July 15th in order to be considered for payment. Any vouchers received after July 15th related to prior year travel will not be considered.

B. The Board will reimburse employees for personal property, such as clothing and wearable items (eyeglasses, wristwatches, pens, etc.) which is damaged as a result of an assault on the employee provided:

1. The employee files for reimbursement from his or her insurance carrier, if he or she has such coverage. Any such reimbursement will be deducted from the Board's reimbursement.
2. The loss must have occurred at school or in the performance of school business.
3. The assault must not have been the fault of the employee.
4. The employee must file a signed report of the incident with the principal or immediate supervisor and the Superintendent within ten (10) days of the occurrence.

ARTICLE 12

FRINGE BENEFITS

A. The Board shall provide medical and prescription health care coverage for the employee, domestic partner and their families during the term of this Agreement equivalent to such benefits as are currently provided by the New Jersey State Health Benefits Program. In the event that it is determined by a governmental agency having jurisdiction over such matters, the benefit of the New Jersey State Health Benefits Program must be modified, changed, or substituted, the Board shall provide such benefits in accordance with the decision of such governmental agency, finally determined. The Board shall pay premiums for the employee, spouse and children up to the ages permitted by the insurance carrier in accordance with the provisions of P.L. 2011, Chapter 78 and P.L. 2020, Chapter 44. With regard to employees covered under Chapter 78, the employee share of the benefit premiums will be calculated using the tables presented in Appendix E of this agreement. The table reflects a 2% decrease in the employee share as compared with the original "year 4" Chapter 78 P.L. 2011 percentage of premium charts. Any premiums which are thereafter payable by or due from the employee shall be paid through the payroll deduction plan.

B. The Board will pay one hundred percent (100%) of the premiums for the employee, spouse, domestic partner and children permitted under the family plan by the optical and dental program insurance carrier.

C. The Board may substitute other insurance carriers so long as the applicable insurance coverage is substantially equivalent to those then being provided, or in order to bring the insurance carriers and coverage's into compliance with Paragraph A. above.

D. The Board agrees to consult with the Association before making any major changes in health insurance benefits or coverage during the term of this Agreement.

E. All new employees initially hired on or after the effective date of this agreement will not have access to the NJ DIRECT 10 health benefit plan.

ARTICLE 13

SALARY GUIDES

A. The salary schedules for all employees covered in this Agreement are set forth in the Appendix, which is attached hereto and made a part hereof.

B. Should this Agreement's term expire before a Successor Agreement has been executed, it is expressly understood and agreed that increments shall neither be due nor payable until such Successor Agreement has been executed, and that each employee shall remain on the same step which he or she was on as of June 30 of the last year of the term of the Agreement.

C. Bargaining unit members will receive an increment by their years of accumulated service in this school district as of November 1st of a school year in accordance with the schedule listed below. All new employees and employees without 10 years of accumulated service as of June 30, 2022 are not eligible for longevity increments

Years of service	2022 - 2023	2023 - 2024	2024 - 2025	2025-2026
10 years or more	\$900	\$900	\$900	\$900
15 years or more	\$1,775	\$1,775	\$1,775	\$1,775
20 years or more	\$2,500	\$2,500	\$2,500	\$2,500
25 years or more	\$3,225	\$3,225	\$3,225	\$3,225
30 years or more	\$3,950	\$3,950	\$3,950	\$3,950

D. Employees shall be paid twice monthly, as established by the annual payroll schedule. Employees on a twelve (12) month contract shall be paid in twenty-four (24) equal semi-monthly installments.

ARTICLE 14

MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be duplicated at Board expense within a reasonable time after the Agreement is signed and copies made available to each employee presently employed, hereafter employed, or offered employment.

ARTICLE 15

DURATION OF AGREEMENT

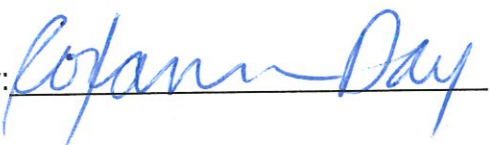
A. This Agreement shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2026

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the 9th day of August, 2023.

THE MIDDLESEX COUNTY
MAGNET SCHOOLS OFFICE
PERSONNEL ASSOCIATION

THE BOARD OF EDUCATION
OF THE MIDDLESEX COUNTY
MAGNET SCHOOLS

By: _____



By: _____



ATTEST:



ATTEST:



APPENDIX "A"
SECRETARIAL SALARY GUIDE
7/1/2022– 6/30/2023

STEP*	A	B	C
1	40,150	41,573	44,505
2	41,035	42,600	46,063
3	41,910	43,845	47,824
4	42,700	44,745	49,750
5	43,892	46,599	51,620
6	44,892	47,799	53,120
7	45,892	48,999	54,620
8	46,844	50,294	56,357
9	48,044	51,544	57,657
10	49,244	52,794	58,957
11	50,444	54,044	60,257

STEP* is not equivalent to years of experience

Definitions A: Clerk

B: General Administrative Assistant, Guidance Administrative Assistant

C: Administrative Assistant to the Principal, Bookkeeper, Central Office,
Employee Benefits Coordinator, Payroll Coordinator, Tuition
Coordinator/BOE Receptionist, Purchasing Coordinator, Receivables
Coordinator/Accounting Assistant, Administrative Assistant to the
Director

**APPENDIX “B”
SECRETARIAL SALARY GUIDE
7/1/2023– 6/30/2024**

STEP*	A	B	C
1	40,372	41,795	44,727
2	41,257	42,822	46,285
3	42,132	44,067	48,046
4	42,922	44,967	49,972
5	44,114	46,821	51,842
6	45,114	48,021	53,342
7	46,114	49,221	54,842
8	47,066	50,516	56,579
9	48,266	51,766	57,879
10	49,466	53,016	59,179
11	50,666	54,266	60,479

STEP* is not equivalent to years of experience

Definitions A: Clerk

B: General Administrative Assistant, Guidance Administrative Assistant

C: Administrative Assistant to the Principal, Bookkeeper, Central Office,
Employee Benefits Coordinator, Payroll Coordinator, Tuition
Coordinator/BOE Receptionist, Purchasing Coordinator, Receivables
Coordinator/Accounting Assistant, Administrative Assistant to the
Director

APPENDIX "C"
SECRETARIAL SALARY GUIDE
7/1/2024– 6/30/2025

STEP*	A	B	C
1	40,633	42,056	44,988
2	41,518	43,083	46,546
3	42,393	44,328	48,307
4	43,183	45,228	50,233
5	44,375	47,082	52,103
6	45,375	48,282	53,603
7	46,375	49,482	55,103
8	47,327	50,777	56,840
9	48,527	52,027	58,140
10	49,727	53,277	59,440
11	50,927	54,527	60,740

STEP* is not equivalent to years of experience

Definitions A: Clerk

B: General Administrative Assistant, Guidance Administrative Assistant

C: Administrative Assistant to the Principal, Bookkeeper, Central Office, Employee Benefits Coordinator, Payroll Coordinator, Tuition Coordinator/BOE Receptionist, Purchasing Coordinator, Receivables Coordinator/Accounting Assistant, Administrative Assistant to the Director

APPENDIX "D"
SECRETARIAL SALARY GUIDE
7/1/2025– 6/30/2026

STEP*	A	B	C
1	41,249	42,672	45,604
2	42,134	43,699	47,162
3	43,009	44,944	48,923
4	43,799	45,844	50,849
5	44,991	47,698	52,719
6	45,991	48,898	54,219
7	46,991	50,098	55,719
8	47,943	51,393	57,456
9	49,143	52,643	58,756
10	50,343	53,893	60,056
11	51,543	55,143	61,356

STEP* is not equivalent to years of experience

Definitions A: Clerk

B: General Administrative Assistant, Guidance Administrative Assistant

C: Administrative Assistant to the Principal, Bookkeeper, Central Office,
Employee Benefits Coordinator, Payroll Coordinator, Tuition
Coordinator/BOE Receptionist, Purchasing Coordinator, Receivables
Coordinator/Accounting Assistant, Administrative Assistant to the
Director

APPENDIX "E"
PROGRESSION CHART

APPENDIX "E"		
PROGRESSION CHART - YEAR 1		
SCHEDULE A/B/C		
2021-2022		2022-2023
Step*	Moves to:	Step*
1	>>>	1
2	>>>	1
3	>>>	1
4	>>>	1
5	>>>	1
6	>>>	1
7	>>>	2
8	>>>	3
9	>>>	4
10	>>>	5
11	>>>	6
12	>>>	9

*Note: Employees hired during the 2022-23 school year and during the 2023-24 school year prior to ratification will not advance a step on the restructured guide. They will be placed on the renumbered step equivalent in salary prior to any negotiated increase on that step.

APPENDIX "E"
Con't

PROGRESSION CHART - YEAR 2, 3 & 4

SCHEDULE A/B/C

<u>2022-2023</u>		<u>2023-2024</u>		<u>2024-2025</u>		<u>2025-2026</u>
<u>Step*</u>	<u>Moves to:</u>	<u>Step*</u>	<u>Moves to:</u>	<u>Step</u>	<u>Moves to:</u>	<u>Step</u>
1	>>>	2	>>>	3	>>>	4
2	>>>	3	>>>	4	>>>	5
3	>>>	4	>>>	5	>>>	6
4	>>>	5	>>>	6	>>>	7
5	>>>	6	>>>	7	>>>	8
6	>>>	7	>>>	8	>>>	9
7	>>>	8	>>>	9	>>>	10
8	>>>	9	>>>	10	>>>	11
9	>>>	10	>>>	11	>>>	11
10	>>>	11	>>>	11	>>>	11
11	>>>	11	>>>	11	>>>	11

*Note: Employees hired during the 2022-23 school year and during the 2023-24 school year prior to ratification will not advance a step on the restructured guide. They will be placed on the renumbered step equivalent in salary prior to any negotiated increase on that step.

APPENDIX "F"
HEALTH BENEFITS CONTRIBUTION

SINGLE COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	New Rate
30,000-34,999.99	8.00%
35,000-39,999.99	9.00%
40,000-44,999.99	10.00%
45,000-49,999.99	12.00%
50,000-54,999.99	18.00%
55,000-59,999.99	21.00%

FAMILY COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	New Rate
30,000-34,999.99	3.00%
35,000-39,999.99	4.00%
40,000-44,999.99	5.00%
45,000-49,999.99	7.00%
50,000-54,999.99	10.00%
55,000-59,999.99	12.00%

MEMBER/SPOUSE/PARTNER (PERCENTAGE OF PREMIUM)

Salary Range	New Rate
30,000-34,999.99	4.00%
35,000-39,999.99	5.00%
40,000-44,999.99	6.00%
45,000-49,999.99	8.00%
50,000-54,999.99	13.00%
55,000-59,999.99	15.00%