

2022-2026

AGREEMENT

between the

MADISON BOARD OF EDUCATION

and the

MADISON EDUCATION ASSOCIATION, INC.

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2022-2026 AGREEMENT

between the

MADISON BOARD OF EDUCATION

and the

MADISON EDUCATION ASSOCIATION, INC.

This Agreement entered into this ____ day of _____ by and between the Board of Education of the Borough of Madison, New Jersey, hereinafter called the "Board," and the Madison Education Association, Incorporated, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Madison School District is their mutual aim, and

WHEREAS, the qualifications and morale of employees are highly important in the attainment of such objectives, and

WHEREAS, the establishment of mutual understandings as to terms and conditions of employment contribute to high employee morale, and

WHEREAS, The Board and the Association have agreed to negotiate, pursuant to Chapter 123, Public Laws 1974, each has the obligation to negotiate only with the duly recognized representative or representatives of the other 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, it is hereby agreed as follows:

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary, all on the day and year below written, and all officers whose signatures are affixed hereto verify that the Agreement has been duly ratified by each respective party and such officer is authorized to affix their signature hereto.

MADISON EDUCATION ASSOCIATION, INC.

BY: Jeffrey Coviello
President

Katherine Goodbread
Recording Secretary

THE BOARD OF EDUCATION OF THE BOROUGH OF MADISON

BY: Sarah Fischer
President

Secretary

Date of Signing:

PART A – GENERAL

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for:

1. All certificated personnel; but excluding:

Superintendent
Assistant Superintendent
Principals
Assistant Principals
Director of Special Services
Supervisor of Buildings & Grounds
Business Administrator/Board Secretary
Director of Curriculum & Instruction
Coordinators of Technology
Permanent Substitutes
Substitutes (per diem)

and other supervisory personnel in accordance with N.J.S.A. 34:13a.1, et. seq.

2. All secretarial/clerical personnel; but excluding:

Secretary to Superintendent
Secretary to the Business Administrator/Board Secretary
Secretary to the Assistant Superintendent for Curriculum and Instruction
Payroll Clerk
School Accountant
Technology System Specialist
and all confidential personnel as defined by N.J.S.A. 34:13a.1, et seq.

3. All ESS Teacher Assistants

B. Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above. Unless otherwise indicated, the term “teacher” when used hereinafter in this Agreement shall only refer to all certificated personnel as defined in Section A (1) above. In the event of a conflict between the provisions of Part B, Part C, Part D and Part E of this Agreement, the provisions of Part B shall control for certificated personnel, the provisions of Part C shall control for those employees covered by Part C of this Agreement, the provisions of Part D shall control for those employees covered by Part D of this Agreement and the provisions of Part E shall control for employees covered by Part E of this Agreement.

C. Definition of Family. A civil union partner shall be treated the same as a spouse in the definition of family for the purposes of the administration of health insurance, sick leave,

personal leave, extended leave, leaves of short duration and any other areas for which the definition of family is a criteria.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, and its amendments under Chapter 123, Public Laws of 1974, in a good faith effort to reach an agreement on matters concerning terms and conditions of employment for all employees covered by this Agreement. Such negotiations shall begin in accordance with PERC rules. Any Agreement so negotiated shall not be effective unless reduced to writing and signed by authorized representatives of the Board and the Association.
- B. Each party will give consideration to the other's requests for available information relevant to negotiable terms.
- C.
 - 1. Representatives of the Administration and the Association shall meet as the need arises at mutually agreeable times for the purpose of reviewing and discussing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 2. Each party shall submit to the other an agenda in advance.
- D. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. 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.
- F. The two sides will sign off on the scattergram by October 15 of the final year of the current Agreement.

ARTICLE III GRIEVANCE PROCEDURE

- A. Definitions
 - 1. The term "grievance" means a complaint by an individual employee or group that as to they or them there has been a violation, misinterpretation, or inequitable application of a specific article or section of this Agreement, or of an adopted policy of the Board, or of a decision by the Administration affecting said employee or group. The Association may process any such grievance affecting a group or the unit as a whole. When an individual files a grievance, the individual must be present at all hearings.

The term “grievance” shall not be deemed applicable in the following instances:

- a. The failure or refusal of the Board to renew a contract for a non-tenure employee;
- b. In matters where, at any step, a method of review is prescribed by law or by a rule or regulation of the State Board of Education;
- c. In matters where the Board is without authority to act.
- d. Personal leave decisions.
- e. Bereavement leave flexibility decisions.

2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term “immediate” superior means the person to whom the aggrieved is directly responsible.

B. Purpose

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps 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 in interest, the time limits set forth herein shall be

reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence of the alleged grievance. Failure to act within this period shall be deemed to constitute abandonment of the grievance.
4. The filing and pendency of a grievance shall in no way affect the normal relationship or responsibility under the contract of an employee with their superiors.
5. Level One

An employee with a grievance shall first discuss it with their principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

In the event of a grievance alleged by an employee, or a group of employees, not subject to the jurisdiction of any one principal, the Superintendent shall be considered the immediate superior.

6. Level Two

If the aggrieved is not satisfied with the disposition of their grievance at Level One within five (5) school days from the determination, or if no decision has been reached within five (5) school days after presentation of the grievance, it may be submitted in writing by the aggrieved or by the chairman of the Association's Committee on Professional Rights and Responsibilities, to the office of the Superintendent of Schools for determination. The grievance shall specify:

- a. The nature of the grievance, including any specific provision(s) of the Agreement alleged to have been violated, if applicable;
- b. The date of the alleged occurrence;
- c. The results of the previous discussion;
- d. The basis of the dissatisfaction with the Level One determination;
- e. An explanation of the relief sought.

A copy of the writing shall be furnished by the aggrieved to the principal and/or the immediate superior of the aggrieved.

Within eight (8) school days from the receipt of the grievance (unless a different period is mutually agreed to), the Superintendent shall hold a hearing at which all parties shall have the right to be heard.

Within eight (8) school days, following the completion of this hearing, the Superintendent shall advise the employee and their representative of their determination.

7. Level Three

In the event that the Superintendent fails to act or if the determination is deemed unsatisfactory by the aggrieved, within eight (8) school days of their failure to act or within eight (8) school days of their determination, an appeal may be made to the Board of Education.

If an appeal is taken to the Board, there shall be submitted by the appellant:

- a. The specifications called for under Level Two;
- b. A statement setting forth the appellant's dissatisfaction with the Superintendent's determination.

A copy shall be furnished to the Superintendent and to the principal and immediate superior of the appellant.

If the appellant, in an appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.

The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the employee, the representative, if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

8. Level Four

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board of Education, and if the grievance arises out of the interpretation of a specific article or section of this agreement, the Association may submit the grievance to arbitration within thirty (30) days.
- b. Within eight (8) school days after such written notice of submission to arbitration, a request for a list of arbitrators shall be made to the New Jersey Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an arbitrator.
- c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The Arbitrator's decision shall be in writing and shall set forth their 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 law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- d. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Any grievant or party in interest covered by this Agreement, may be represented at all stages of the grievance procedure by themselves, or, at their option by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board shall have the right to designate or retain a representative to participate at any stage of the grievance procedure.
2. An employee and representatives processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

E. Employees Miscellaneous

1. Necessary forms for the administration of this grievance procedure shall be prepared by the Board of Education in consultation with the Association.
2. Hearings and meetings under this procedure shall be closed sessions except to parties in interest.

ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association President shall be released of all non-teaching duties as release time. The schedule shall be worked out in consultation with the principal of the building assuring the President time to handle Association business.
- B. The Association shall meet with new hires as part of the district orientation program.

ARTICLE V BOARD RIGHTS

Except as otherwise provided in this Agreement and under provisions of applicable laws of the State of New Jersey, the Association recognizes that the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement subject to the Laws of the State of New Jersey and applicable regulations there under to:

- a. direct the employees of the school district;
- b. hire, promote, transfer, assign and retain all employees in positions in the school district, and for just cause, to suspend, demote, discharge or take other disciplinary action against all employees;
- c. relieve all employees from duty because of lack of work or for other legitimate reasons;
- d. maintain the efficiency of the school district operations entrusted to it;
- e. determine the methods, means and personnel by which such operations are to be conducted; and
- f. take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

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

ARTICLE VI **INSURANCE COVERAGE**

- A. Subject to the provisions in paragraph C, the Board of Education will make available full medical coverage for all eligible employees (i.e., those who regularly work a minimum of twenty-five (25) hours per week or more) and their eligible dependents. The Board will not create positions that regularly work less than a minimum of twenty-five (25) hours per week solely to avoid providing health insurance coverage. The Association agrees to move to the SEHBP as of January 1, 2011 or as soon as possible, and will have the choice of all plans available. If the Board chooses to leave the SEHBP, the Board will provide coverage equivalent to or better than the SEHBP. The twenty-five (25) hour rule will revert back to twenty-two (22) hours if the board goes to a private carrier. All employees shall contribute to their healthcare coverage in accordance with New Jersey law (Ch. 78, P.L. 2011). Effective as soon as possible, but not later than January 1, 2017, Direct 15 will be the base plan offered to all employees, with the option for the employee to purchase up to Direct 10 at their own expense in addition to the employee's contribution as set forth in Ch. 78, P.L. 2011.
- B. The Board of Education will make available for all eligible employees as defined in Section A and their eligible dependents the New Jersey Dental Service Plan Inc. (or equivalent coverage) and agrees to pay program costs. The Board reserves the right to select the carrier. All new employees hired as of July 1, 1998, who regularly work twenty-two (22) hours per week or more, will be enrolled in a POS or PPO (Preferred Provider Org.) for the individual employee only. The traditional plan and/or eligible dependent coverage will be available at the cost differential.
- C. The Board shall establish a Section 125 plan and bear the cost of the administration of the plan.

ARTICLE VII **DEDUCTIONS**

In accordance with N.J.S.A. 52:14-15, 9e, as amended, and the rules and regulations of the State Board of Education pertaining thereto, dues for professional membership will be deducted from individual salary accounts by the Board of Education.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

A. The parties to this agreement hereby adopt in full recently legislated law entitled Chapter 477 P.L. 1979.

Said adoption pertains solely to the unit represented by the Madison Education Association. The Board agrees to implement payroll deduction as is presently operative in the district and will include the collection and transmittal of this fee pursuant to the present procedure.

B. The Association agrees that the Agency Shop Fee to be collected for each listed non-member of the Association shall be no more than the maximum permitted by law, which is currently 85%.

C. The provisions for collection and transmittal of this Fee shall be governed by Chapter 233, P.L. 1969 (N.J.S.A. 52:14-15, 9e). The Association agrees to establish a demand and return provision to be in effect July 1, 1984, and to save harmless the Board in all matters of application of Paragraph A of this article. It is agreed that Board compliance with the procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this Agreement.

D. Any individual contract between the Board and an individual teacher, hereto or hereinafter 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.

E. The Board and the Association agree that copies of the Collective Negotiations Agreement shall be provided electronically.

F. Official notices concerning negotiations between the parties shall be given to the president of the Association, the Chair of the Association's negotiations team for the Association, and to the Superintendent for the Board.

G. The Board agrees to implement a Section 457 Deferred Compensation Plan for all teachers covered by this Agreement.

ARTICLE IX **DURATION**

A. This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2026, with no reopeners during the term of the Agreement unless mutually agreed by the parties.

PART B – TEACHERS

ARTICLE I

TEACHER RIGHTS

Nothing in this Agreement shall be interpreted in any way to deprive an employee of one's civil rights granted under applicable Federal or State laws.

Whenever any teacher is required to appear before the Superintendent, Board, or any committee thereof, in response to formal charges, they shall be given prior written notice and shall be entitled to have representatives of one's professional associations present to advise and represent during such meeting or interview.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Any negative material to be placed in a personnel file, except for pre-employment references, shall not be so placed unless (1) the teacher receives notice and (2) signs an acknowledgment that the teacher has received such notice. Refusal to sign the acknowledgement will not preclude the placement of any such materials into the personnel folder. It is expressly understood that mere acknowledgment does not constitute agreement with the content of the document, and the teacher has a right to rebut the contents of any such materials.

No teacher shall be disciplined, reprimanded or deprived of any professional advantage without just cause.

ARTICLE II **SCHOOL CALENDAR**

- A. The Administration will give consideration to Association recommendations regarding the establishment of the annual school calendar and any changes necessary during the school year.
- B. The in-school work year of the teachers other than new personnel who will attend an additional four (4) days of orientation, shall not exceed one hundred eighty-six (186) days for teachers employed on a ten (10) month basis. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. If snow days exceed the number of days allotted in the approved calendar, one (1) in-service day for teachers shall be converted to an instructional day.

ARTICLE III **TEACHING HOURS AND TEACHING LOAD**

A.

1. Teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
2. Every teacher shall have a duty free lunch period of thirty (30) minutes unless the standard lunch period for students is for a shorter period of time.
3. The regular workday for teachers shall be 7.5 hours commencing from their designated reporting time and shall include the duty free lunch period. The regular work day for teachers shall also include, in addition to their normal teaching assignments and responsibilities, participation in a fair share of extra-curricular activities, as well as those that call for only occasional evening assignments. Reporting time for teachers will be no later than 7:35 a.m. for the High School, 7:45 a.m. for the Junior School, and 8:15 a.m. for elementary schools. Any changes in reporting time for teachers will be discussed and agreed upon by the Administration and the Association no later than June 30th of each year for the following school year.
4. Whenever a single session day is scheduled, there will be a minimum of four (4) hours of pupil instruction in grades kindergarten through twelve.
5. The regular school day at the high school may be augmented by the addition of a forty-five (45) minute period before the regular school day. Except on Mondays, teachers who are assigned a zero period class shall be allowed to leave at 2:20 p.m. if they do not have a last period assignment unless directed by the Principal otherwise.

B.

1. Teachers will normally be scheduled for not more than twenty-seven and one-half (27 ½) hours of instruction per week.
2. Under normal circumstances, teachers in grades six through twelve will not be assigned to teach in more than two broad subject disciplines.
3. Within the limitations of available facilities, classroom teachers will not be assigned to more than three different classrooms in one day.

C. Teachers shall reserve no more than three (3) Monday afternoons per month for professional meetings, inservice workshops and parent conferences. Additional Monday afternoons may be used for optional professional development; however, teachers are not required to stay for the additional hour on such Mondays. No meetings will be scheduled the Monday before report cards are due. If additional meetings are required, they will be arranged between the Administration and the Executive Committee of the Association. Meetings will terminate no later than one (1) hour after the end of the designated school day. There will be no Monday meetings when there is a scheduled Association function. (two (2) times per year)

D. When conferences are scheduled for grades kindergarten through eight, two (2) days of single sessions shall be scheduled. Consideration shall be given to the Association recommendations on the conference schedules. There shall be evening conferences twice per year for all K-8 all teachers which will occur between the hours of 5:00 p.m. and 8:00 p.m., which shall be indicated on the annual school calendar.

- E. Elementary teachers shall be so scheduled as to relieve them of class responsibility for five (5) periods each full workweek for use as a preparation period. Teachers in the Junior School and High School will be scheduled for at least one (1) regular length period each day as a preparation period.
- F. High School Guidance Counselors will work an additional six (6) days each school year, two (2) days which will occur immediately preceding the arrival of teachers at the commencement of the school year, three (3) days which will occur between student dismissal for summer recess and June 30th of each year, and one (1) day which will be schedule with approval of High School Administration to occur over the summer recess period. These six (6) additional days shall be worked annually and in-person. The High School Guidance Counselors will receive the following factor of 1.0325 applied to their annual salary as additional pensionable compensation for this additional workload.

ARTICLE IV NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and to develop and maintain a positive and effective learning climate within the school. Teachers will only be assigned clerical, custodial, or other non-direct teaching functions, which are class related.
- B. Mileage will be reimbursed at the OMB rate per mile. If the IRS rate is allowed sometime in the future, the mileage reimbursement will revert back to the IRS rate.

ARTICLE V SALARIES

- A. The actual salaries for teachers covered by this Agreement are set forth in Schedule A. Salaries for extra-curricular activities are set forth in Schedule B.
- B. Newly employed teachers shall be placed on the proper step of the appropriate preparation guide in accordance with the following:
 1. Those with no teaching experience shall be employed at the minimum salary except that credit may be given for experience evaluated by the Superintendent to be of direct educational value to the school system.
 2. Those with previous teaching experience in an accredited educational institution will normally be given full credit for such experience except that actual credit shall be determined by the Superintendent on the basis of their evaluation.
 3. Credit for up to four (4) years military service shall be given as provided by Federal and State law. Credit shall be given as determined by the Superintendent, for Peace Corps, Vista, National Teacher Corps, Job Corps, or time spent on a Fulbright Scholarship.
- C.

1. The procedure from minimum to maximum, assuming satisfactory service, shall be in accordance with the schedule attached.

Salary increases as indicated in the guide represent the general policy for teachers who show evidence of satisfactory continued professional improvement and development.

D.

1. Activities that require regular attendance beyond the agreed upon ending time established as per Article III, Section A (3), or in the evening, or on weekends, are normally regarded as qualifying for extra compensation. Assignments qualifying for extra compensation activities shall be posted and, in the absence of volunteers, involuntary assignments shall be for not longer than one school year and shall be assigned on a rotating basis. Extra compensation shall at no time become a part of the teaching salary. See Schedule B for payment of Extra-Curricular Activities.
2. Teachers who write curriculum projects shall be paid according to the following: \$1,200 per person for a full year course, \$800.00 per person for a semester course, \$400 per person for a quarter year course (i.e. a course that is a marking period in length or the equivalent throughout the year), and \$250.00 per person for a course revision. The Director of Curriculum and Instruction and the staff members shall discuss the number of staff members assigned for curriculum projects.
3. Teachers who attend IEP meetings or “staffings” that last beyond the regular workday (A.M. or P.M.) or during lunchtime shall be compensated at the contracted hourly rate referenced in Schedule A.
4. Authorized mileage incurred on school duties shall be reimbursed at the State OMB Rate in effect at the time the activity takes place.
5. A teacher traveling between buildings on any given day will be provided with thirty (30) minutes to do so.
6. If a teacher at the high school is required to teach a 6th class, said teacher will be afforded a stipend of \$7,500 for a full year of teaching a 6th class, and prorated for teaching a 6th class for part of the year.
7. Nurses will be compensated the contracted hourly rate referenced in Schedule A for the following:
 - Administrative paperwork/tasks (reviewing athletic physicals and IHP's immunization, etc. for the opening of school);
 - Performing physicals/screenings extended school year program.
8. Lunch duty for core elementary school teachers including special education teachers, will be assigned on a rotating basis with no more than eight (8) duties per month, excluding weather related indoor recess. The limit of eight (8) lunch duties per month shall not be applicable to physical education teachers, other related services staff members, and special area teachers (e.g., music, art). Any additional lunch duties shall be paid at the contracted hourly rate referenced in Schedule A.

9. Teachers chaperoning/supervising-including but not limited to: dances/socials, athletic event crowd control, concert and play supervision, field trips extending beyond school hours, student service activities (such as Arbor Day), lighting for school concerts, will be compensated at the contracted hourly rate referenced in Schedule A.
10. Teachers who teach mini-courses or are home instructors will be compensated at the contracted hourly rate referenced in Schedule A.
11. Teachers who teach in-service courses will be compensated at the contracted hourly rate referenced in Schedule A for preparation and presentation time. Teachers who teach the same course multiple times shall be compensated for subsequent presentations (no prep) at the contracted hourly rate referenced in Schedule A. Teachers may choose professional development hours in lieu of remuneration.
12. Teachers who are denied a preparation period during the day will be compensated at the contracted hourly rate referenced in Schedule A per occasion.—
13. Certified staff will be compensated at the contracted hourly rate referenced in Schedule A for teaching during the extended school year. Teachers serving as TA's during the extended school year shall be compensated at the rate of \$18.00 per hour. Teacher assistants shall be compensated at the individual's hourly rate.
14. Should the Board change any of its procedures regarding submission for reimbursement and/or compensation for activities, it will provide the Association with thirty (30) days' notice of such change.
15. Staff members who are approved to provide translation services will be compensated at the contracted hourly rate referenced in Schedule A for their time during contract hours with the exception that the service will be considered a professional responsibility at parent conferences, Back to School Night, and during any non-instructional duty periods. In these instances, payment for translation services will not be granted. Staff members will not be eligible for payment for translation services unless the service is provided with the pre-approval of the building principal. Staff members that provide authorized translation services will be paid a minimum of 0.5 hours (30 minutes) of translation for each occurrence.

E.

1. Teachers may individually elect to have a portion of their monthly salary deducted from their pay. The money so deducted will be deposited in a financial institution credited to, and the responsibility of, the individual teacher.

F.

- All teachers must work ninety (90) calendar days in any school year to advance on the salary guide.

G.

- A staff member who provides chaperoning duty that contains overnight responsibilities shall be compensated at the rate of \$150.00 per evening. If a trip returns on a day for which school is not in session, the staff member shall receive an additional \$150.00 for that day. If a trip returns on a day for which school is in session, the staff member shall not receive additional compensation, except that if the trip returns outside of contractual time the staff member shall be compensated at the

hourly rate for up to three hours or at a flat rate of \$150.00 for more than three hours. For illustrative purposes, the Music Department's curricular trip to Disney World, which runs for five (5) calendar days and has four (4) overnights with a return date on a Sunday, each chaperoning staff member would be eligible to receive a total of \$750.00. In this case, the staff member would receive compensation of \$150.00 for each overnight plus an additional \$150.00 due to the trip returning on a day for which school is not in session. Note that for all items outlined above, a staff member is ineligible for this additional compensation if that staff member is already paid a stipend as an advisor for the extracurricular activity for which the trip is designated (e.g., Harvard Model Congress). However, additional chaperones shall be paid according to the rates outlined above.

H. Child Study Team Members (Learning Disabilities Teacher Consultants (LDTC), School Psychologists, or Social Workers), Related Services Providers (Behaviorists, Occupational Therapists, Physical Therapists, or Speech/Language Pathologists), and Guidance Counselors employed full time by the district shall receive payment for work performed outside of the annual contractual school calendar as follows:

- a) Child Study Team Members and Related Services Providers who conduct evaluations and/or case management responsibilities shall be compensated at the individual's hourly rate. If the individual's hourly rate is below \$50 per hour, the individual shall be compensated at the hourly rate.
- b) Related Services Providers who provide direct services and/or consultation during the Extended School Year (ESY) program shall be compensated at the individual's hourly rate. If the individual's hourly rate is below \$50 per hour, the individual shall be compensated at the hourly rate.
- c) Guidance Counselors who provide counseling and/or scheduling assistance shall be compensated at the individual's hourly rate. If the individual's hourly rate is below \$50 per hour, the individual shall be compensated at the hourly rate.

ARTICLE VI **TEACHER ASSIGNMENT**

Notice of assignment for the following year will be given prior to closing of school. If a subsequent change in assignment is necessary, the decision will be discussed with the person concerned as soon as possible.

ARTICLE VII **TRANSFER AND RE-ASSIGNMENT**

A. Known vacancies will be publicized throughout the system. Teachers interested in a transfer or reassignment for the next year may so indicate through completing the proper section of the annual notice of intent distributed by the Superintendent each January. All forms will be returned directly to the Superintendent for review. In filling such vacancies, consideration shall be given to qualified teachers employed by the Board. All reassignment or transfer requests will be given careful consideration. However, final

determination shall rest with the Board. The Superintendent will notify each candidate of their status prior to the Board's action.

- B. When the Superintendent has determined that a transfer is required, they will consider the teacher's level and quality of training, competency, length of service, experience in similar positions, suitability for the new assignment and other evidence of proven effectiveness, before making recommendations for reassignment to the Board.

ARTICLE VIII PROMOTION

Known vacancies will be publicized throughout the system. Applications of all qualified personnel will be given careful consideration. The Superintendent will notify each candidate of their status prior to the Board's action.

ARTICLE IX EVALUATION

A.

- 1. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 2. Teachers shall be evaluated by properly certified members of the administrative staff. All evaluations shall be in accordance with New Jersey law.
- 3. Observations of a teacher's performance shall be made as often as necessary in order to provide the observer with an accurate and valid appraisal of the teacher's effectiveness.
- 4. A teacher shall be given a copy of any observation report prepared by their observer. The teacher shall be given the opportunity to provide a written reaction to the observation if they so requests.
- 5. The reports shall include the strengths as well as the weaknesses of the teacher, and specific suggestions for improvement.
- 6. Prior to the final report of evaluation and recommendation by the principal to the Superintendent, every teacher shall have received a minimum of one observation or a mid-year project progress report submitted by the teacher.
- 7. The principal's annual evaluation and recommendation to the Superintendent will be made known to the teacher prior to receipt of their contract for the succeeding year.

B.

A teacher shall have the right, upon request, to review the contents of their personnel file.

C.

- 1. The performance of each teaching staff member shall be evaluated annually by the members of the administrative supervisory staff responsible for the individual's supervision. This evaluation shall consider the individual's total contribution to the

school with major emphasis placed upon the performance in the classroom and its effect on the learning of the pupils.

2. Individual written comments regarding the contributions made by all professional staff members will be forwarded to the Superintendent by each building principal during March of each year. A copy of the comments will be given to the staff member concerned.
3. Upon reaching the final determination as to whether a teaching staff member will be renewed, the Board of Education, through the Superintendent, shall notify, in writing, each such staff member of this decision by May 15. Included shall be the preparation level, years of teaching, military service credit, and placement on the guide. Any teacher not being retained may have a statement in writing from the Superintendent of reasons, if requested.

ARTICLE X FACILITIES

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained. When practicable and possible, a lounge and/or workroom will be made available in each building.
- B. Itinerant teachers will, whenever possible, have storage facilities in each building serviced and have a desk and file cabinet available at their home base.
- C. Buildings are open to teachers the following hours on school days. Teachers returning to their assigned building after buildings are closed shall make prior arrangements with the Building Principal in order to maintain proper building security.

Elementary	7:00 a.m. - 9:00 p.m.
Junior School	7:00 a.m. - 9:00 p.m.
High School	7:00 a.m. - 9:00 p.m.

ARTICLE XI TEACHER-ADMINISTRATION-LIAISON

- A. The Association shall select a Liaison Committee for each school building. The committee shall meet at least once a month at a mutually agreeable time provided either the teachers or the principal indicates a need for the meeting. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than three (3) members.
- B. The Association's building representatives to the Round Table, along with the President and Vice President, shall meet with the Superintendent and designated staff at least once a month from October to May to review and discuss current school problems and practices. The Superintendent may, at their discretion, call upon the Building Principals to attend. A copy of the minutes of this meeting shall be forwarded to the Association President, Vice President, and each Round Table representative.

ARTICLE XII **LEAVES OF ABSENCE**

- A. All contract teachers shall be entitled to sick leave according to the following schedule:
 - 1. All contract teachers employed on a ten (10) month basis shall be allowed sick leave with full pay for ten (10) school days during the in-school work year.
 - 2. Teachers employed for less than the number of months indicated above shall receive a prorated number of sick leave days as of the first day of employment.
 - 3. If any such person requires, in any contract year, less than the number of days of sick leave with pay allowed, all days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
 - 4. Unit members shall be given a written accounting of accumulated sick days no later than September 15 of each school year.
 - 5. Employees shall be permitted to utilize sick leave for NJFLA purposes up to a maximum of ten (10) sick days per school year. Any time off for NJFLA purposes beyond ten (10) days shall be obtained through the application process for statutory leave time that may be available to the employee.
- B. A sabbatical leave may be granted to a teacher by the Board of Education for advanced study, including study in another area of specialization, for extended travel, or for any other reason of value to the school system, subject to the following conditions:
 - 1. Proposal is recommended by the Superintendent of Schools.
 - 2. Sabbatical leave may be requested by certificated personnel after completion of five (5) consecutive years of service in the Madison Public Schools.
 - 3. Sabbatical leave may be granted to a maximum of two percent (2%) of teachers at any one time.
 - 4. Persons who have completed a sabbatical leave program shall become eligible for consideration again after completing an additional seven (7) consecutive years of service.
 - 5. Requests for sabbatical leave for the subsequent academic year must be received by the Superintendent in writing no later than February 1. Action will be taken on all such requests no later than the regular meeting of the Board of Education in March.
 - 6. The Board will grant the person on leave full pay for one-half school year or half-pay for one full school year.
 - 7. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which they would have achieved had they remained actively employed in the system during the period of their absence.

8. The recipient of a sabbatical leave will help the substitute, supervisors and administrators plan activities to be carried out during their absence.
9. The recipient will agree by signed contract prior to going on leave status to return and assume professional responsibilities in the Madison Public Schools for at least the next three (3) succeeding years or repay to the Board the stipend granted during their leave at the rate of one-third (1/3) of the total for each year not worked.
10. Teachers on a full school year sabbatical leave shall notify the Superintendent of intent to return by February 1. Teachers on one-half school year sabbatical leave from September to January shall notify the Superintendent of intent to return by November 15; teachers on one-half school year sabbatical leave from February to June shall notify the Superintendent of intent to return by April 15.

C. Personal Leave

1. Five (5) days leave of absence for legal, business, personal, or family matters which cannot be cared for during out of school hours will be granted at full salary in any academic year. A reason does not need to be given for any of the personal days.
2. All unused personal days shall roll over into accumulated sick leave.
3. Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.
4. Except in cases of emergency, requests for personal leave shall be made electronically or in writing to the building principal at least forty-eight (48) hours in advance of the desired absence.
5. An individual request for an extension of personal leave in excess of five (5) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.

D. Bereavement Leave

1. Up to a maximum of five (5) working days per occurrence, one of which may be utilized up to sixty (60) days after the day of death, shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), civil union partner, mother, father, mother-in-law, father-in-law, child, brother, sister, grandparent, grandchild, step-parent.
2. Up to two (2) consecutive working days per occurrence shall be granted to an employee who suffers a death of a specified relative who is not a member of the immediate family. Specified relatives include: brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, and niece.

3. In the event of extenuating circumstances, requests for flexibility in the application or use of Bereavement Leave will be considered. The refusal to grant any such request shall not be subject to the grievance procedure.
- E. Requests for leave of absence for one school year to permit teachers to participate in the international educational exchange program or similar government sponsored programs carried on by the Department of State will be considered. The maximum number of teachers granted leave to participate under this provision may not exceed three (3) in any one year. Requests will be considered in the order in which they are received.
 1. The matter of leave with pay or leave without pay will be stated as one of the provisions of the request since conditions of the international educational exchange program vary.
 2. Permission to participate in the international exchange program will be granted not more than once in seven (7) years to any one teacher.
 3. Requests will be limited to teachers on tenure.
 4. Personnel participating in the international educational exchange program will receive experience credit on the salary guide.
- F. A leave of absence without pay may be given to tenure teachers upon request to the Board for a person who is to engage in full time graduate study, or who joins the Peace Corps, VISTA, or the National Teacher Corps. Such leave is not to exceed one (1) academic year, except two (2) years for Peace Corps. A teacher will be granted full credit for salary purposes for the time involved.
- G.
 1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations, and case law.
 - a. Absent medical documentation to the contrary, teachers will be presumed disabled as a result of pregnancy/childbirth for thirty (30) calendar days before and after the date of delivery. Other than completing the U.S. Department of Labor Form WH-380, "Certification of Health Care Provider," no other medical documentation shall be required in order to use sick leave during this period. Teachers may use sick leave outside of the thirty (30) day period upon providing medical documentation evidencing a pregnancy/childbirth related disability.
 - b. Teachers shall utilize their entitlement to sick leave for all pregnancy/childbirth-related disability prior to commencing Family and Medical Leave Act ("FMLA") leave. In accordance with its eligibility rules and regulations, teachers shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the teacher has no sick leave available.

2. Family leave for the care of a newborn or newly-adopted child will be granted, without pay, to eligible teachers in accordance with the federal Family and Medical Leave Act and the state Family Leave Act (“NJFLA”) and applicable regulations. Leave taken for the same purpose; e.g. to care for a newborn, shall count simultaneously against both the FMLA and NJFLA. Notwithstanding the foregoing, if an employee is utilizing FMLA leave because of their own disability, including a disability related to pregnancy or childbirth, and a child is born or adopted while they are still on FMLA disability leave, the intervening birth, adoption or serious family illness does not convert the FMLA leave to a leave under the NJFLA. For as long as the employee continues to be eligible for FMLA leave based on their own disability, the leave does not simultaneously count against the employee’s entitlement under the NJFLA.
3. Leave for the care of a newborn or newly adopted child will be granted, without pay, to tenured teachers, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid child care leave for not more than the succeeding full academic year may be approved at the Board’s discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.
4. Requests for unpaid leave pursuant to paragraph 3 by non-tenured teachers may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
5. A teacher must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the teacher is informed of the date custody of the child will be obtained.

H. Military leave shall be given for active and training duty as prescribed by applicable statutes. Full credit shall be given for salary purposes, but such leave time shall not be creditable toward fulfillment of the probationary period according to state regulations.

I. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual request.

J. Teachers resigning from the district after fifteen (15) years of service in the district at the time of termination, or teachers retiring from the district under the New Jersey Teachers Pension and Annuity Fund Plan will be compensated for one-third (1/3) of their unused sick leave entitlement accumulated under the provisions of Paragraph A of the Article. Compensation rate per diem is to be one two-hundredths (1/200) of the teacher’s base contract salary at the time of eligible resignation or retirement.

Effective July 1, 1992, the benefit conferred shall be preserved such that all teachers shall receive the benefit at the dollar level accumulated and calculated as of June 30, 1992. This calculation will be made by the Board and conveyed to the teacher indicating the precise amount of the entitlement upon resignation or retirement. This amount will not increase hereafter.

If, however, the benefit level calculated as of June 30, 1992, is less than \$19,500, those teachers will be permitted to accumulate additional credit such that the benefit can increase up to a maximum of \$19,500.

All teachers hired on July 1, 1992, or after shall receive a benefit calculated according to the first paragraph of this Article XII (J), but that benefit shall not exceed \$5,000.

K. The Board recognizes and honors all state and federal leave acts.

ARTICLE XIII SUBSTITUTES

The Board will make a reasonable effort to provide duly qualified substitutes. Substitutes will be assigned to cover duties of absent teachers, where necessary, provided qualified substitutes are available.

ARTICLE XIV PROFESSIONAL DEVELOPMENT

All provisions under this Article shall be administered in accordance with P.L. 2010, Chapter 13, cited as N.J.S.A. 18A:6-8.5 and N.J.S.A. 18A:6-8.6, which governs the requirements for tuition assistance and/or additional compensation (such as salary guide credit or advancement), for completion of academic credits or degree programs, taken at an institution of higher education, as defined by the aforementioned statute.

As is true in all professions, the primary responsibility for upgrading and updating rests with the individual. However, the Board recognizes the potential value of continuing course work when such study is directly relevant to the teacher's field and to their performance in the classroom. Salary guide movement as a result of receiving an advanced degree will occur twice per year – on or about September 1st and on or about February 1st.

The Board agrees to pay tuition as follows:

Annual tuition reimbursement for the unit is subject to a cap of \$75,000 per year (July 1 to June 30). Payments shall be made by July 30 of each year for courses completed on or before June 30.

Courses approved shall be reimbursed at a rate of up to \$450.00 per credit for up to nine (9) credits per year for all teachers, depending on the availability of funds.

In the event that the \$75,000 cap is not enough to cover all eligible credits, the reimbursement process will be as follows:

Reimbursement will be paid at the rate above for the first credit unless the cost of the requests for first credit reimbursement exceeds the fund. In such an instance, the fund will be equally divided among the requesting staff members.

If the fund is not exceeded, reimbursement at the same rate for second credit requests will commence, after all first credit requests have been paid in full. If the cost for second credit reimbursement exceeds the fund, the available monies in the fund will be equally divided among

the requesting staff members.

After the second credit requests have been paid in full, requests for third credit reimbursement will be considered in the same process and manner as the second credit requests. This process shall be followed until all requests or all of the monies in the fund are exhausted.

On or about June 15, the Board shall provide verification data to the President of the Association regarding reimbursement. The information shall include the names of the individuals, the number of credits earned, the names of the courses, and the total cost per person.

Tenured and non-tenured teachers shall continue to receive salary guide credit for approved courses.

Graduate credits applicable for salary guide advancement in accordance with the Article are to meet the following conditions:

- a. Credits earned for the Masters column are to be earned in a matriculated graduate degree program for a higher degree in which case the courses must be those offered by an accredited institution in a legitimate college graduate degree program requiring scheduled participation (either in class, Internet connection or by distance learning) for advanced study over at least one term or semester in which regular participation (either in class, Internet connection or by distance learning), examinations, presentations, or papers are required of the student.
- b. Graduate credits for application beyond the Masters column may be earned in a non-matriculated program in which case the courses must be those offered by an accredited institution in a legitimate college graduate degree program requiring scheduled participation (either in class, Internet connection or by distance learning) for advanced study over at least one term or semester in which regular participation (either in class, Internet connection or by distance learning), examinations, presentations, or papers are required of the student.
- c. Mini-courses given for salary guide credit and carrying one-half Madison in-service credit for each five sessions of two hours duration, following successful participation and completion of course requirements, may be applied for advancement beyond the Master's column.

Workshops, seminars and courses, which do not meet the graduate course requirements above in matriculated programs may be approved but will be eligible only for tuition or registration reimbursement. In all instances, whether for salary guide advancement or tuition reimbursement, prior approval and authorization of the Superintendent and the Board will be required.

No tuition reimbursement will be provided for courses, which may lead to certification as a school administrator, principal, supervisor, or school business administrator, unless such a course is part of a pre-approved degree program.

Whenever in the best judgment of the Superintendent it is in the best interest of the school system, support will be given through administrative scheduling of conferences and workshop attendance for designated teachers.

Return of Service Obligation: Effective July 1, 2016, all employees receiving tuition reimbursement agree to continue employment for at least two (2) years following receipt of payment, or shall repay said amount, and shall indemnify the Board for the collection costs if it must pursue collection. The return of service obligation shall not apply in cases of nonrenewal, RIF, or death.

SCHEDULE A
MADISON SCHOOL DISTRICT TEACHER SALARY GUIDE

Step	BA	MA	MA+30	Step	BA	MA	MA+30
1-2	58,296	63,181	72,596	1	59,905	64,805	74,205
3	58,681	63,566	72,981	2-3	60,305	65,205	74,605
4-5	59,081	63,966	73,381	4	60,720	65,620	75,020
6	59,731	64,616	74,031	5-6	61,390	66,290	75,690
7	60,601	65,486	74,901	7	62,280	67,180	76,580
8	62,101	66,986	76,401	8	63,810	68,710	78,110
9-10	64,901	69,786	79,201	9	66,460	71,360	80,760
11-12	67,871	72,756	82,171	10-11	69,160	74,060	83,460
13-14	71,021	76,199	85,321	12-13	71,995	77,173	86,295
15	74,371	79,853	88,671	14-15	75,080	80,562	89,380
16	77,921	84,723	92,221	16	78,415	85,217	92,715
17	81,671	87,661	95,971	17	82,000	87,990	96,300
18	85,621	92,220	99,921	18	85,835	92,434	100,135
19	89,916	96,718	104,216	19	89,920	96,722	104,220
20	90,916	97,718	105,216	20	91,916	98,718	106,216

Step	BA	MA	MA+30	Step	BA	MA	MA+30
1	61,795	67,160	76,095	1	63,710	69,385	78,010
2	62,195	67,560	76,495	2	64,110	69,785	78,410
3-4	62,595	67,960	76,895	3	64,510	70,185	78,810
5	63,200	68,565	77,500	4-5	65,165	70,840	79,465
6-7	64,060	69,425	78,360	6	66,015	71,690	80,315
8	65,560	70,925	79,860	7-8	67,360	73,035	81,660
9	68,070	73,435	82,370	9	69,765	75,440	84,065
10	70,680	76,045	84,980	10	72,270	77,945	86,570
11-12	73,390	78,755	87,690	11	74,875	80,550	89,175
13-14	76,200	81,682	90,500	12-13	77,580	83,255	91,880
15-16	79,250	86,052	93,550	14-15	80,535	87,337	94,835
17	82,560	88,550	96,860	16-17	83,740	89,730	98,040
18	86,115	92,714	100,415	18	87,205	93,804	101,505
19	89,920	96,722	104,220	19	90,920	97,722	105,220
20	92,920	99,722	107,220	20	93,920	100,722	108,220

LONGEVITY – Upon the anniversary date of the completion of years of service to the Madison School District, teachers will receive:

15 – 19 years	1,100	1,100	1,100	1,100
20 – 24 years	1,425	1,425	1,425	1,425
25 years or more	1,780	1,780	1,780	1,780

Longevity provisions shall NOT apply to employees hired as of *July 1, 1998*.

DOCTORATE – A person who has obtained a doctorate degree will be paid as follows:

1,821	1,821	1,821	1,821
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The Contracted Hourly Rate will be as follows

2022-2023	2023-2024	2024-2025	2025-2026
\$50.00	\$51.00	\$51.00	\$52.00

SCHEDULE B
EXTRA-CURRICULAR SALARY GUIDES 2022-2026

Under this guide, Step A applies to individuals with 1-4 years of experience in the position and Step B applies to individuals with 5 or more years of experience in the position.

In years 7-12 in the Madison School District, individuals will be paid an additional \$200/year as a longevity payment.

In years 13-18 in the Madison School district, individuals will be paid an additional \$400/year as a longevity payment.

In years 19-24 in the Madison School district, individuals will be paid an additional \$600/year as a longevity payment.

In years 25 and above in the Madison School district, individuals will be paid an additional \$800/year as a longevity payment.

In the event an Assistant Coach cannot be hired, the Head Coach shall receive an additional \$500.

2022-2026			
ECA POSITION	Step A	Step B	No Steps
MHS – Non-Athletic			
A Capella			\$1,015
Art Club			\$1,015
Auditorium Director			\$5,180
Bridge to English			\$1,015
Chess			\$1,015
Class Advisor Frosh			\$3,709
Class Advisor Soph.			\$3,709
Class Advisor Junior			\$3,709
Class Advisor Junior			\$3,709
Class Advisor Senior			\$3,709
Debate			\$1,015
DECA			\$2,180
Diversity Club			\$1,015
Dodger	\$3,048	\$3,880	
Drama Director	\$3,846	\$4,856	
Drama Director Asst.	\$3,079	\$3,869	
Drama and Poetry Club			\$1,015
Drama Set Designer			\$2,198
GSA			\$2,180
Glyphs	\$2,817	\$3,950	
Graphic Design			\$1,015
Habitat for Humanity			\$1,015
Harvard Model Congress			\$1,015
Healthy Living Club			\$1,015
Interact Club			\$2,180

Junior States			\$1,015
Jazz Band	\$2,920	\$4,049	
Key Club			\$2,180
Marching - Head	\$6,999	\$8,044	
Marching - Assistant	\$3,947	\$4,604	
Marching - Specialist Color Guard			\$3,450
Marching Band Specialist			\$3,450
Marching Band Specialist			\$3,450
Marching Band Specialist			\$3,450
Marching Band Specialist			\$3,450
Marching Band Specialist			\$3,450
Marching Band Specialist			\$3,450
Marching Band Specialist			\$3,450
Musical Voice Director	\$2,734	\$3,208	
Musical Conductor	\$2,403	\$2,825	
Musical Director	\$6,019	\$7,072	
Musical Producer	\$2,734	\$3,208	
Musical Set Builder	\$2,403	\$2,825	
National Honor Society			\$1,015
PGC	\$6,019	\$7,080	
PGC	\$6,019	\$7,080	
Percussion			\$1,015
Photography			\$1,015
Physics Olympics			\$1,205
Ping Pong			\$1,015
Project Aware			\$1,015
Red Cross			\$1,015
Robotics Head			\$5,180
Robotics Assistant			\$3,355
Select Chorus/ Jazz Choir	\$1,998	\$2,825	
Service Learning Coordinator			\$5,180
Special Olympics Club			\$2,530
Sports Medicine			\$1,015
Student Ambassadors			\$1,015
Student Council	\$2,920	\$4,080	
Student Council	\$2,920	\$4,080	
Talent Show Coordinator			\$580
Technology Students Association			\$1,015
TV Production			\$2,180
Video Games/E-Sports			\$2,180
Women's Empowerment			\$1,015
World Language Honors Society			\$580
World Language Club			\$1,015
Yearbook Business	\$3,869	\$4,703	
Yearbook Technical	\$3,869	\$4,703	
MHS – Boys Sports	Step A	Step B	No Steps
Baseball Assistant	\$5,495	\$6,561	
Baseball Assistant	\$5,495	\$6,561	
Baseball Assistant	\$5,495	\$6,561	

Baseball Head	\$6,999	\$8,044	
Basketball Assistant	\$5,495	\$6,561	
Basketball Assistant	\$5,495	\$6,561	
Basketball Head	\$6,999	\$8,044	
Bowling Head	\$5,205	\$6,293	
Cross County Assistant	\$5,495	\$6,561	
Cross County Head	\$6,999	\$8,044	
Football Assistant	\$6,034	\$7,087	
Football Assistant	\$6,034	\$7,087	
Football Assistant	\$6,034	\$7,087	
Football Assistant	\$6,034	\$7,087	
Football Assistant	\$6,034	\$7,087	
Football Assistant	\$6,034	\$7,087	
Football Head	\$8,435	\$9,464	
Golf Head	\$5,205	\$6,293	
Golf Assistant	\$3,723	\$4,594	
Ice Hockey Assistant	\$5,495	\$6,561	
Ice Hockey Assistant	\$5,495	\$6,561	
Ice Hockey Assistant	\$5,495	\$6,561	
Ice Hockey Head	\$6,999	\$8,044	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Head	\$6,999	\$8,044	
Soccer Assistant	\$5,495	\$6,561	
Soccer Assistant	\$5,495	\$6,561	
Soccer Assistant	\$5,495	\$6,561	
Soccer Head	\$6,999	\$8,044	
Swimming Head	\$6,101	\$7,167	
Tennis Assistant	\$4,599	\$5,687	
Tennis Head	\$6,101	\$7,167	
Track Assistant	\$5,495	\$6,561	
Track Head	\$6,999	\$8,044	
Winter Track Assistant	\$5,495	\$6,561	
Winter Track Assistant	\$5,495	\$6,561	
Winter Track Assistant	\$5,495	\$6,561	
Winter Track Head	\$6,999	\$8,044	
Wrestling Assistant	\$5,495	\$6,561	
Wrestling Assistant	\$5,495	\$6,561	
Wrestling Head	\$6,999	\$8,044	
<hr/>			
MHS – Girls Sports	Step A	Step B	No Steps
Basketball Assistant	\$5,495	\$6,561	
Basketball Assistant	\$5,495	\$6,561	
Basketball Head	\$6,999	\$8,044	
Cheerleading(Fall)	\$4,369	\$5,457	
Cheerleading(Winter)	\$4,369	\$5,457	
Field Hockey Assistant	\$5,495	\$6,561	

Field Hockey Assistant	\$5,495	\$6,561	
Field Hockey Assistant	\$5,495	\$6,561	
Field Hockey Head	\$6,999	\$8,044	
Golf Head	\$5,205	\$6,293	
Ice Hockey Assistant Coach	\$5,495	\$6,561	
Ice Hockey Head Coach	\$6,999	\$8,044	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Assistant	\$5,495	\$6,561	
Lacrosse Head	\$6,999	\$8,044	
Soccer Assistant	\$5,495	\$6,561	
Soccer Assistant	\$5,495	\$6,561	
Soccer Assistant	\$5,495	\$6,561	
Soccer Head	\$6,999	\$8,044	
Softball Assistant	\$5,495	\$6,561	
Softball Assistant	\$5,495	\$6,561	
Softball Assistant	\$5,495	\$6,561	
Softball Head	\$6,999	\$8,044	
Swimming Assistant	\$4,599	\$5,687	
Swimming Head	\$6,101	\$7,167	
Tennis Assistant	\$4,599	\$5,687	
Tennis Head	\$6,101	\$7,167	
Track Assistant	\$5,495	\$6,561	
Track Assistant	\$5,495	\$6,561	
Track Head	\$6,999	\$8,044	
Volleyball Assistant	\$5,495	\$6,561	
Volleyball Assistant	\$5,495	\$6,561	
Volleyball Head	\$6,999	\$8,044	
Weight Room Fall	\$2,290	\$2,290	
Weight Room Spring	\$2,290	\$2,290	
Weight Room Winter	\$2,290	\$2,290	
Weight Room Summer	\$2,290	\$2,290	
MJS Position	Step 1	Step 2	No Step
6th Grade Team Leader			\$2,180
6th Grade Team Leader			\$2,180
7th Grade Team Leader			\$2,180
7th Grade Team Leader			\$2,180
8th Grade Team Leader			\$2,180
8th Grade Team Leader			\$2,180
Special Area Team Leader			\$800
Special Area Team Leader			\$800
Advisory Coordinator			\$800
Art Club			\$1,015
Book Club			\$800
Chess Club			\$800
Conflict Resolution			\$2,180
Conflict Resolution			\$2,180

Drama Director	\$2,903	\$4,032	
Drama Assistant Director	\$1,823	\$2,511	
Drama Set Design/Builder			\$1,738
Green Team			\$800
Green Team			\$800
Jazz Band	\$1,998	\$2,825	
Madison Makers			\$1,015
Musical Director	\$2,903	\$4,032	
Musical Assistant Director	\$1,823	\$2,511	
Musical Set Design/Builder			\$1,738
Peer Leader Advisors			\$2,180
Peer Leader Advisors			\$2,180
Robotics			\$2,180
Robotics			\$2,180
Student Council	\$4,079	\$5,080	
Student Council	\$4,079	\$5,080	
Yearbook	\$3,130	\$4,280	
Yearbook	\$3,130	\$4,280	
Elementary Positions (per school)	Step A	Step B	No Steps
Student Council			\$800
Chess Club			\$800
Chess Club			\$800
Chess Club			\$800
Peer Mediation			\$800
Musical Producer/Director			\$1,900
Musical Producer/Director			\$1,900
Musical Producer/Director			\$1,900
Elementary Gardens Club			\$1,015
Elementary Gardens Club			\$1,015
Elementary Gardens Club			\$1,015
Elementary Positions (District)	Step A	Step B	No Steps
Nurse Team Leader			\$3,200
All City Band	\$1,998	\$2,825	
All City Orchestra	\$1,998	\$2,825	
K-12 STEAM Coordinator			\$5,580
K-12 Arts Coordinator			\$5,580

Additional positions may be added at any time at the discretion of the Board and school administration, and the salaries agreed upon by the Board and the Association.

A list of activities shall be submitted by the MEA for approval at the beginning of each school year. Should an unanticipated activity develop during the school year, it is to be presented to the administration for approval.

PART C – SECRETARIES

ARTICLE I WORK YEAR

- A. The work year is defined as all days on which the secretary's attendance is required.
- B. The work year for 12 month secretaries under contract shall be from July 1 to June 30 and shall not exceed 240 days.
- C. The work year for ten (10) month secretaries under contract shall begin one (1) week prior to the first day of school for students and shall not exceed 200 days.

The work year for secretaries under contract for school days only shall include all days when school is in session. In the event that the school day is only a single session day due to a planned professional development workshop, the “school day only” secretaries will stay until the end of the normal school day.

ARTICLE II WORKDAY

- A. Each secretary is expected to work seven (7) hours per day, which does not include an unpaid lunch period not to exceed one (1) hour. Specific work schedules shall be established by the immediate supervisor. Secretaries may take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
- B. If a secretary works more than the required 35 hours per week, they shall be compensated at an hourly rate as follows:
 - 35-40 Hours/Week: Straight Time
 - 40 Plus Hours/Week: Time and one-half

All secretaries are required to have prior approval to work more than thirty-five (35) hours in a week.

- C. When school is closed for an emergency, secretaries shall not be required to report to work.
- D. On days when schools are closed to students but when secretaries are required to work, they shall work a six (6) hour day.

ARTICLE III EVALUATION

- A. Each secretary is expected to continuously strive toward professional improvement and demonstrate evidence of satisfactory professional growth.

- B. The performance of each employee shall be evaluated annually by members of the administrative and supervisory staff responsible for the individual's supervision. Secretaries will receive a written copy of their annual evaluation.
- C. Secretaries who have demonstrated satisfactory performance and service and upon recommendation of the Superintendent of Schools will be eligible to receive salary increases or adjustments for the following year. Employees who have not demonstrated satisfactory performance and service will not be recommended and will not be eligible to receive salary adjustments or increases.
- D. Any negative material to be placed in an employee's personnel file, shall not be so placed unless (1) the employee receives notice and (2) signs an acknowledgment that the employee has received such notice. Refusal by the employee to sign the acknowledgement will not preclude the placement of any such material into the personnel file. It is expressly understood that mere acknowledgment does not constitute agreement with the content of the document, and the employee has a right to rebut the contents.

ARTICLE IV SALARIES

- A. The salary guide for secretaries represented by the Association is set forth in Schedule C as appended.
- B. Job classification and salary entry level shall be determined by the Superintendent at the time of employment after considering the qualifications and experience of the new employee.
- C. Normal annual salary increases as indicated in the guide represent the general policy for employees who have demonstrated satisfactory performance and service as described under the article entitled Evaluation.
- D. Schedule C is based on and assumes that positions within each classification are full time for 12 months. Salaries of persons employed for lesser amounts of time or portions of a year will be determined on a pro rata basis.
- E. Secretaries, with verbal administrative approval, will be paid for missed lunches at their hourly rate.

ARTICLE V LEAVES OF ABSENCE

- A. All contract secretaries shall be entitled to sick leave according to the following schedule:
 - 1. All contract secretaries employed on a ten (10) month basis shall be allowed sick leave with full pay for ten (10) days during the work year.
 - 2. All contract secretaries employed on a twelve (12) month basis shall be allowed sick leave with full pay for twelve (12) days during the work year.

3. If any such person requires, in any contract year, less than the number of days of sick leave with pay allowed, all days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
4. Secretaries employed for less than the number of months indicated above shall receive a prorated number of sick leave days as of the first day of employment.
5. Unit members shall be given a written accounting of accumulated sick days no later than September 15 of each school year.
6. Employees shall be permitted to utilize sick leave for NJFLA purposes up to a maximum of ten (10) sick days per school year. Any time off for NJFLA purposes beyond ten (10) days shall be obtained through the application process for statutory leave time that may be available to the employee.

B. For each day's absence due to personal illness in a given year after the secretary's sick leave has been exhausted, deductions from the employee's annual compensation otherwise payable shall be made according to the following schedule:

10 month employees - 1/400th
12 month employees - 1/480th

In the event of continued illness, no payment will be made with respect to any period beyond the end of the contract year in which sickness begins.

C. Personal Leave

1. Five (5) days leave of absence for legal, business, personal, or family matters which cannot be cared for during out of school hours will be granted at full salary in any academic year. A reason does not need to be given for any of the personal days.
2. All unused personal days shall roll over into accumulated sick leave.
3. Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.
4. Except in cases of emergency, requests for personal leave shall be made electronically or in writing to the building principal at least forty-eight (48) hours in advance of the desired absence.
5. An individual request for an extension of personal leave in excess of five (5) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.

D. Bereavement Leave

1. Up to a maximum of five (5) working days per occurrence, one of which may be utilized up to sixty days after the day of death, shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), civil union partner, mother,

father, mother-in-law, father-in-law, child, brother, sister, grandparent, grandchild, step-parent.

2. Up to two (2) consecutive working days per occurrence shall be granted to an employee who suffers a death of a specified relative who is not a member of the immediate family. Specified relatives include: brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, and niece.
3. In the event of extenuating circumstances, requests for flexibility in the application or use of Bereavement Leave will be considered. The refusal to grant any such request shall not be subject to the grievance procedure.

E.

1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations and case law.
 - a. Absent medical documentation to the contrary, secretaries will be presumed disabled as a result of pregnancy/childbirth for thirty (30) calendar days before and after the date of delivery. Other than completing the U.S. Department of Labor Form WH-380, "Certification of Health Care Provider," no other medical documentation shall be required in order to use sick leave during this period. Secretaries may use sick leave outside of the thirty (30) day period upon providing medical documentation evidencing a pregnancy/childbirth related disability.
 - b. Secretaries shall utilize their entitlement to sick leave for all pregnancy/childbirth-related disability prior to commencing Family and Medical Leave Act ("FMLA") leave. In accordance with its eligibility rules and regulations, secretaries shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the secretary has no sick leave available.
2. Family leave for the care of a newborn or newly-adopted child will be granted, without pay, to eligible secretaries in accordance with the federal Family and Medical Leave Act and the state Family Leave Act ("NJFLA") and applicable regulations. Leave taken for the same purpose, e.g., to care for a newborn, shall count simultaneously against both the FMLA and NJFLA. Notwithstanding the foregoing, if an employee is utilizing FMLA leave because of their own disability, including a disability related to pregnancy or childbirth, and a child is born or adopted while they are still on FMLA disability leave, the intervening birth, adoption or serious family illness does not convert the FMLA leave to a leave under the NJFLA. For as long as the employee continues to be eligible for FMLA based on their own disability, the leave does not simultaneously count against the employee's entitlement under the NJFLA.
3. Leave for the care of a newborn or newly adopted child will be granted, without pay, to tenured secretaries, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid child care leave for not more than the succeeding full academic year may be approved at the Board's

discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.

4. Requests for unpaid leave pursuant to paragraph 3 by non-tenured secretaries may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
5. A secretary must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the secretary is informed of the date custody of the child will be obtained.

F. Military leave shall be given for active and training duty as prescribed by applicable statutes. Full credit shall be given for salary purposes, but such leave time shall not be creditable toward fulfillment of the probationary period according to state regulations.

G. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual request.

H. All benefits to which a salaried secretary was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored to the secretary upon return and the secretary shall be assigned the same position which they held at the time said leave commenced, if available. If not, a substantially equivalent paying position will be assigned.

I. Professional Day for Secretaries—Office personnel may apply to the Superintendent of Schools for approval to attend professional conferences and meetings by submitting programs and other pertinent information. If approval is granted, the Board of Education shall financially sponsor the delegate to one (1) conference annually.

J. Sick Leave Conversion Benefit—Secretaries who resign from the District after fifteen (15) years of service in the district at the time of termination, or who retire from the district under the New Jersey Public Employee Retirement System will be compensated for one-third (1/3) of their unused sick leave entitlement accumulated under the provisions of their employment with the district. Compensation rate per diem is to be one-two hundred and fortieth (1/240th) of the employee's base contract salary at the time of eligible resignation or retirement for those employed on a twelve (12) month basis; one-two hundred and twentieth (1/220th) of the employee's base contract salary at the time of eligible resignation or retirement for those employed on an 11 month basis, and one-two hundredrth (1/200th) of the employee's base contract salary at the time of eligible resignation or retirement those employed on a ten (10) month basis.

ARTICLE VI **VACATIONS AND HOLIDAYS**

A. Experience credit for secretaries, for vacation purposes, shall be computed on the basis of anniversary date of fulltime employment (i.e., those employees who regularly work thirty (30) hours per week or more). Vacation entitlement shall accrue as of June 30 of each year. Twelve month secretaries with one or more years of employment as of June 30 shall be entitled to vacation days as provided below. Twelve month secretaries in their first

year shall receive a prorated number of vacation days at the rate of one day per month to a maximum of two weeks (10 days) until June 30, at which point the above vacation entitlement will accrue. Employees who begin their employment before the 15th of the month will receive a vacation day for that month. Employees who begin their employment on the 15th or later will not receive a vacation day for that month.

- B. Secretaries may use vacation time at any point during the calendar year, provided they have approval of their immediate supervisor. Secretaries may carry over five (5) vacation days to the following year, but they must be used by September 1.
- C. Time on leave without pay shall not accrue toward vacation entitlement.
- D. The number of vacation days granted to twelve month secretaries during the summer (i.e., from the close of school in June to the opening of school in September) shall be as follows:

Secretaries under contract for 12 months: One through four years of experience in Madison - 10 days per year. Five years but less than 10 years of experience in Madison - 15 days per year. Ten plus years of experience in Madison - 20 days per year.

Secretaries under contract for 10 months: Scheduled office closings only. However, when ten month secretaries attend work in August due to early starting dates, floater holidays will be given for each day worked before September 1.

Secretaries under contract for school days only: None.

Secretaries that have worked continuously in the Madison District as part-time Secretaries for five (5) consecutive years or more, and who accept a permanent Secretarial position on a 11 month or 12 month basis will have those prior years of service credited toward their years of service for determining vacation entitlement.

- E. If schools are closed, 17 holidays per year will be granted in accordance with the following schedule:

July 4, Labor Day, Yom Kippur or Rosh Hashanah (whichever the students and teachers have off) Thursday and Friday of NJEA Convention, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, one day of February vacation (President's Day), Good Friday, Monday of spring vacation, Memorial Day.

- a. If either Rosh Hashanah and/or Yom Kippur fall on a weekend, a floating holiday shall be granted in lieu. (17 or 18 holidays per year).
- b. Close one (1) hour after scheduled dismissal of pupils on Wednesday prior to Thanksgiving recess, and close (1) hour after students and faculty dismissal for December recess if ½ day schedule is in school calendar.
- c. When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, a two-day holiday will be scheduled by the Superintendent of Schools during the Christmas/New Year's week.

ARTICLE VII

SECRETARY RIGHTS

No employee shall be disciplined, reprimanded or deprived of any professional advantage without just cause.

SCHEDULE C
MADISON SCHOOL DISTRICT
SECRETARIAL SALARY GUIDE

1	57,190	1	58,390	1	59,640	1	60,840
2	57,975	2	59,175	2	60,415	2	61,615
3	58,760	3	59,960	3	61,190	3	62,390
4	59,545	4	60,745	4	61,965	4	63,165
5	60,330	5	61,530	5	62,740	5	63,940
6	61,115	6	62,315	6	63,515	6	64,715
7	61,900	7	63,100	7	64,300	7	65,500
8	62,685	8	63,885	8	65,085	8	66,285
9	63,470	9	64,670	9	65,870	9	67,070
10	64,255	10	65,455	10	66,655	10	67,855
11	65,040	11	66,240	11	67,440	11	68,640
12	65,825	12	67,025	12	68,225	12	69,425
13	66,610	13	67,810	13	69,010	13	70,210
14	67,395	14	68,595	14	69,795	14	70,995
15	68,180	15	69,380	15	70,580	15	71,780

Secretaries whose employment contract is less than full twelve (12) months are to be provided with a pro-rated amount. Ten-month secretaries shall be compensated at 10/12 of the twelve (12) month secretaries' salary guide.

LONGEVITY – Upon the anniversary date of the completion of years of service to the Madison School District, secretaries will receive:

15 – 19 years	1,359	1,359	1,359	1,359
20 – 24 years	1,618	1,618	1,618	1,618
25 years or more	1,748	1,748	1,748	1,748

Longevity provisions shall NOT apply to employees hired as of *July 1, 1998*.

PART D – TEACHER ASSISTANTS

ARTICLE I WORK YEAR

- A. The in-school work year for Teacher Assistants employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days. The in-school work year shall include days when pupils are in attendance, orientation day, and any other days on which teacher attendance is required.
- B. The work year for Teacher Assistants shall include all days when school is in session. In the event that the school day is only a single session day due to a teacher conference, Teacher Assistants will be dismissed when the students are released.

ARTICLE II WORKDAY

- A. The regular workday for Teacher Assistants shall be 7.0 hours commencing from their designated reporting time and shall include the duty free lunch period. The regular work day for Teacher Assistants shall also include, in addition to their normal teaching assignments and responsibilities, participation in a fair share of extra-curricular activities, as well as those that call for only occasional evening assignments. Actual scheduling of Teacher Assistants shall be at the discretion of the Building Principal based upon operational and student needs.
- B. Every Teacher Assistant shall have a daily duty free lunch period of at least thirty (30) minutes unless the standard lunch period for students is for a shorter period of time. Teacher Assistants shall be scheduled as to relieve them of class responsibility for two (2) fifteen (15) minute breaks each full school day, one (1) to be taken in the morning and one (1) to be taken in the afternoon, at times to be mutually agreed upon between the Teacher Assistant and regular classroom teacher to whom the assistance is being provided.

ARTICLE III EVALUATION

- A. Each Teacher Assistant is expected to continuously strive toward professional improvement and demonstrate evidence of satisfactory professional growth.
- B. The performance of each Teacher Assistant shall be evaluated annually by members of the administrative and supervisory staff responsible for the individual's supervision. Teacher Assistants will receive a written copy of their annual evaluation.
- C. Teacher Assistants who have demonstrated satisfactory performance and service and upon recommendation of the Superintendent of Schools will be eligible to receive salary increases or adjustments for the following year. Teacher Assistants who have not demonstrated satisfactory performance and service will not be recommended and will not be eligible to receive salary adjustments or increases.

D. Any negative material to be placed in an employee's personnel file shall not be so placed unless (1) the employee receives notice and (2) signs an acknowledgment that the employee has received such notice. Refusal by the employee to sign the acknowledgement will not preclude the placement of any such material into the personnel file. It is expressly understood that mere acknowledgment does not constitute agreement with the content of the document, and the employee has a right to rebut the contents.

ARTICLE IV SALARIES

- A. The salary guide for Teacher Assistants represented by the Association is set forth in Schedule D as appended.
- B. Job classification and salary entry level shall be determined by the Superintendent at the time of employment after considering the qualifications and experience of the new employee.
- C. Normal annual salary increases as indicated in the guide represent the general policy for employees who have demonstrated satisfactory performance and service as described under the article entitled Evaluation.
- D. Personnel who qualify for reclassification of grade or change of position shall be placed in the proper classification on Schedule D at the same guide step as previously held.
- E. Schedule D is based on and assumes that positions within each classification are full time. Salaries of Teacher Assistants employed for lesser amounts of time or portions of a year will be determined on a pro rata basis.
- F. If a Teacher Assistant has to cover for a full instructional day due to the lead teacher not being in attendance, the Teacher Assistant will receive a stipend equal to that of a substitute teacher in addition to their salary.
- G. Teacher Assistants shall be paid at their hourly rate of pay for chaperoning student events and/or activities.

ARTICLE V LEAVES OF ABSENCE

- A. All contract Teacher Assistants shall be entitled to sick leave according to the following schedule:
 1. All Teacher Assistants employed on a ten (10) month basis shall be allowed sick leave with full pay for ten (10) days during the work year.
 2. If any such person requires, in any contract year, less than the number of days of sick leave with pay allowed, all days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
 3. Employees shall be permitted to utilize sick leave for NJFLA purposes up to a maximum of ten (10) sick days per school year. Any time off for NJFLA purposes

beyond ten (10) days shall be obtained through the application process for statutory leave time that may be available to the employee.

B. For each day's absence due to personal illness in a given year after the Teacher Assistant's sick leave has been exhausted, deductions from the employee's annual compensation otherwise payable shall be made according to the following schedule:

10 month employees - 1/400th

In the event of continued illness, no payment will be made with respect to any period beyond the end of the contract year in which sickness begins.

C. Personal Leave

1. Five (5) days leave of absence for legal, business, personal, or family matters which cannot be cared for during out of school hours will be granted at full salary in any academic year. A reason does not need to be given for any of the personal days.
- B. All unused personal days shall roll over into accumulated sick leave.
- C. Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.
- D. Except in cases of emergency, requests for personal leave shall be made electronically or in writing to the Building Principal at least forty-eight (48) hours in advance of the desired absence.
- E. An individual request for an extension of personal leave in excess of five (5) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.

D. Bereavement Leave

1. Up to a maximum of five (5) working days per occurrence, one of which may be utilized up to sixty days after the day of death, shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), civil union partner, mother, father, mother-in-law, father-in-law, child, brother, sister, grandparent, grandchild, step-parent.
2. Up to two (2) consecutive working days per occurrence shall be granted to an employee who suffers a death of a specified relative who is not a member of the immediate family. Specified relatives include: brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, and niece.
3. In the event of extenuating circumstances, requests for flexibility in the application or use of Bereavement Leave will be considered. The refusal to grant any such request shall not be subject to the grievance procedure.

E.

1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations and case law.
 - a. Absent medical documentation to the contrary, Teacher Assistants will be presumed disabled as a result of pregnancy/childbirth for thirty (30) calendar days before and after the date of delivery. Other than completing the U.S. Department of Labor Form WH-380, "Certification of Health Care Provider," no other medical documentation shall be required in order to use sick leave during this period. Teacher Assistants may use sick leave outside of the thirty (30) day period upon providing medical documentation evidencing a pregnancy/childbirth related disability.
 - b. Teacher Assistants shall utilize their entitlement to sick leave for all pregnancy/childbirth-related disability prior to commencing Family and Medical Leave Act ("FMLA") leave. In accordance with its eligibility rules and regulations, teacher assistants shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the secretary has no sick leave available.
2. Family leave for the care of a newborn or newly-adopted child will be granted, without pay, to eligible Teacher Assistants in accordance with the federal Family and Medical Leave Act and the state Family Leave Act ("NJFLA") and applicable regulations. Leave taken for the same purpose, e.g., to care for a newborn, shall count simultaneously against both the FMLA and NJFLA. Notwithstanding the foregoing, if an employee is utilizing FMLA leave because of their own disability, including a disability related to pregnancy or childbirth, and a child is born or adopted while they are still on FMLA disability leave, the intervening birth, adoption or serious family illness does not convert the FMLA leave to a leave under the NJFLA. For as long as the employee continues to be eligible for FMLA based on their own disability, the leave does not simultaneously count against the employee's entitlement under the NJFLA.
3. Leave for the care of a newborn or newly adopted child will be granted, without pay, to Teacher Assistants, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid child care leave for not more than the succeeding full academic year may be approved at the Board's discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.
4. Requests for unpaid leave pursuant to paragraph 3 by Teacher Assistants may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for salary guide advancement.
5. A Teacher Assistant must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the Teacher Assistant is informed of the date custody of the child will be obtained.

- F. Military leave shall be given for active and training duty as prescribed by applicable statutes. Full credit shall be given for salary purposes, but such leave time shall not be creditable toward fulfillment of the probationary period according to state regulations.
- G. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual request.
- H. All benefits to which a Teacher Assistant was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored to the Teacher Assistant upon return and the Teacher Assistant shall be assigned the same position held at the time said leave commenced, if available. If not, a substantially equivalent paying position will be assigned.
- I. Sick Leave Conversion Benefit—Persons who resign from the District after fifteen (15) years of service in the district at the time of termination or who retire from the district under the New Jersey Public Employee Retirement System will be compensated for one-third (1/3) of their unused sick leave entitlement accumulated under the provisions of their employment with the district. Compensation rate per diem is to be one-two hundredth (1/200th) of the employee's base contract salary at the time of eligible resignation or retirement.

ARTICLE VI TEACHER ASSISTANTS' RIGHTS

No employee shall be disciplined, reprimanded or deprived of any professional advantage without just cause.

ARTICLE VII PROFESSIONAL DEVELOPMENT

As is true in all professions, the primary responsibility for upgrading and updating rests with the individual. However, the Board recognizes the potential value of continuing course work when such study is directly relevant to the Teacher Assistant's field and to their performance in the classroom.

For those courses that have been approved by the Superintendent, the Board agrees to pay tuition as follows:

Courses approved to begin July 1, 2013, or thereafter, shall be reimbursed at the rate of \$450.00 per credit for up to nine credits per year for Teacher Assistants who have been continuously employed by the Madison District for three consecutive years or more.

Return of Service Obligation: Effective July 1, 2019, all employees receiving tuition reimbursement agree to continue employment for at least two (2) years following receipt of payment, or shall repay said amount, and shall indemnify the Board for the collection of costs if it must pursue collection. The return of service obligation shall not apply in cases of nonrenewal, RIF, or death.

SCHEDULE D

MADISON SCHOOL DISTRICT TEACHER ASSISTANT SALARY GUIDE

Step	Salary
1	26,231
2	26,731
3	27,231

Step	Salary
1	27,102
2	27,602
3	28,102

Step	Salary
1	28,001
2	28,501
3	29,001
Step	Salary
1	28,929
2	29,429
3	29,929

LONGEVITY – Upon the anniversary date of the completion of years of service to the Madison School District, teachers' assistants will receive:

5 - 10 years	570	570	570	570
More than 10 years	911	911	911	911

PART E – ATHLETIC TRAINER

ARTICLE I WORK YEAR

- A. The work year is defined as all days on which the trainer's attendance is required.
- B. The work year for the athletic trainer under contract shall be from July 1 to June 30 and shall not exceed 240 days.

ARTICLE II WORKDAY

- A. The athletic trainer shall attend to duties according to the following schedule:
 - a. During the school year: 1:00 p.m.-9:00 p.m., Monday- Friday, 7:00 a.m.-5:00 p.m. Saturday and Sunday as required by the sport schedules.
 - b. Summer hours (until the official start date of Fall sports in accordance with NJSIAA rules and regulations); 8:00 a.m.- 1:00 p.m., Monday - Friday; 5:00 p.m.- 9:00 p.m. Tuesday night and Thursday night.
 - c. From the official start date of Fall sports in accordance with the NJSIAA rules and regulations until the start of school: 7:00 a.m.-9:00 p.m. Monday through Friday, 7:00 a.m.-4:00 p.m. Saturdays.

It shall be noted that the exact hours worked may be adjusted according to the specific game and practice schedules.

ARTICLE III EVALUATION

- A. The performance of each employee shall be evaluated annually by members of the administrative and supervisory staff responsible for the individual's supervision. Athletic Trainers will receive a written copy of their annual evaluation.
- B. Any negative material to be placed in an employee's personnel file, shall not be so placed unless (1) the employee receives notice and (2) signs an acknowledgment that the employee has received such notice. Refusal by the employee to sign the acknowledgement will not preclude the placement of any such material into the personnel file. It is expressly understood that mere acknowledgment does not constitute agreement with the content of the document, and the employee has a right to rebut the contents.

ARTICLE IV SALARIES

The salary guide for athletic trainers represented by the Association is set forth in Schedule E as appended.

ARTICLE V **LEAVES OF ABSENCE**

- A. The athletic trainer shall be entitled to sick leave according to the following schedule:**
 - a. Sick leave with pay for twelve (12) days during the work year.**
 - b. Employees shall be permitted to utilize sick leave for NJFLA purposes up to a maximum of ten (10) sick days per school year. Any time off for NJFLA purposes beyond ten (10) days shall be obtained through the application process for statutory leave time that may be available to the employee.**

- B. Personal Leave**
 - 1. Five (5) days leave of absence for legal, business, personal, or family matters which cannot be cared for during out of school hours will be granted at full salary in any academic year. A reason does not need to be given for any of the personal days.**
 - 2. All unused personal days shall roll over into accumulated sick leave.**
 - 3. Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.**
 - 4. Except in cases of emergency, requests for personal leave shall be made electronically or in writing to the building principal at least forty-eight (48) hours in advance of the desired absence.**
 - 5. An individual request for an extension of personal leave in excess of five (5) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.**

- C. Bereavement Leave**
 - 1. Up to a maximum of five (5) working days per occurrence, one of which may be utilized up to sixty days after the day of death, shall be granted to an employee who suffers a death in the immediate family. “Immediate Family” includes spouse/significant other (domiciled with employee), civil union partner, mother, father, mother-in-law, father-in-law, child, brother, sister grandparent, grandchild or step-parent.**
 - 2. Up to two (2) consecutive working days per occurrence shall be granted to an employee who suffers a death of a specified relative who is not a member of the immediate family. Specified relatives include: brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, and niece.**
 - 3. In the event of extenuating circumstances, requests for flexibility in the application or use of Bereavement Leave will be considered. The refusal to grant any such request shall not be subject to the grievance procedure.**

- D. Maternity**

1. Sick leave may be utilized during the actual period of disability during pregnancy in accordance with state laws, regulations and case law.
 - a. Absent medical documentation to the contrary, the athletic trainer will be presumed disabled as a result of pregnancy/childbirth for thirty (30) calendar days before and after the date of delivery. Other than completing the U.S. Department of Labor Form WH-380, "Certification of Health Care Provider," no other medical documentation shall be required in order to use sick leave during this period. The trainer may use sick leave outside of the thirty (30) day period upon providing medical documentation evidencing a pregnancy/childbirth related disability.
 - b. The athletic trainer shall utilize their entitlement to sick leave for all pregnancy/childbirth-related disability prior to commencing leave pursuant to the Family and Medical Leave Act ("FMLA"). In accordance with its eligibility rules and regulations, the trainer shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the secretary has no sick leave available.
 2. Family leave for the care of a newborn or newly-adopted child will be granted, without pay, to eligible secretaries in accordance with the federal Family and Medical Leave Act and the state Family Leave Act ("NJFLA") and applicable regulations. Leave taken for the same purpose, e.g., to care for a newborn, shall count simultaneously against both the FMLA and NJFLA. Notwithstanding the foregoing, if an employee is utilizing FMLA leave because of their own disability, including a disability related to pregnancy or childbirth, and a child is born or adopted while they are still on FMLA disability leave, the intervening birth, adoption or serious family illness does not convert the FMLA leave to a leave under the NJFLA. For as long as the employee continues to be eligible for FMLA based on their own disability, the leave does not simultaneously count against the employee's entitlement under the NJFLA.
 3. Leave for the care of a newborn or newly adopted child will be granted, without pay, to the athletic trainer, in addition to any leaves described above, for the remainder of the academic year in which the leave is granted. Renewals of unpaid child care leave for not more than the succeeding full academic year may be approved at the Board's discretion. Time on unpaid leave pursuant to this paragraph shall not be credited for tenure accrual and salary guide advancement.
 4. Requests for unpaid leave pursuant to paragraph 3 by the athletic trainer may be granted at the sole discretion of the Board. Time on such unpaid leave shall not be credited for tenure accrual and salary guide advancement.
 5. The athletic trainer must apply for unpaid family or child care leave no less than ninety (90) calendar days prior to the anticipated delivery day wherever possible, or in the case of adoption, as soon as the secretary is informed of the date custody of the child will be obtained.

- E. Military leave shall be given for active and training duty as prescribed by applicable statutes. Full credit shall be given for salary purposes, but such leave time shall not be creditable toward fulfillment of the probationary period according to state regulations.
- F. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual request.
- G. All benefits to which a trainer was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored to the member upon return and the trainer shall be assigned the same position which they held at the time said leave commenced, if available. If not, a substantially equivalent paying position will be assigned.

ARTICLE VI **VACATIONS AND HOLIDAYS**

- A. Time on leave without pay shall not accrue toward vacation entitlement.
- B. The trainer shall be entitled to twenty (20) of vacation days per year.

SCHEDULE E
MADISON SCHOOL DISTRICT
ATHLETIC TRAINER SALARY GUIDE

1	77,025	1	79,745	1	82,555	1	85,455
2	79,025	2	81,745	2	84,555	2	87,455
3	81,025	3	83,745	3	86,555	3	89,455
4	83,025	4	85,745	4	88,555	4	91,455
5	85,025	5	87,745	5	90,555	5	93,455