

**2007-2010**

**AGREEMENT**

**between the**

**MADISON BOARD OF EDUCATION**

**and the**

**MADISON EDUCATION ASSOCIATION, INC.**

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**2007-2010 AGREEMENT**

**between the**

**MADISON BOARD OF EDUCATION**

**and the**

**MADISON EDUCATION ASSOCIATION, INC.**

This Agreement entered into this 12th day of June 2007 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 his or her signature hereto.

MADISON EDUCATION ASSOCIATION, INC.

BY: Susan Beekman  
President

\_\_\_\_\_  
Shelly Lang  
Recording Secretary

THE BOARD OF EDUCATION OF THE BOROUGH OF MADISON

BY: Lisa Ellis  
President

Charles Milewski, Secretary

\_\_\_\_\_  
June 12, 2007

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  
Principals  
Assistant Principals  
Director of Special Services  
Supervisor of Buildings & Grounds  
Business Administrator/Board Secretary  
Assistant Superintendent for Curriculum & Instruction  
Assistant Director of Buildings & Grounds  
Coordinators of Technology  
Permanent Substitutes  
Athletic Director  
Athletic Trainer  
Personnel Assistant  
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

and all confidential personnel as defined by N.J.S.A. 34:13a.1, et seq.

3. All Teacher Assistants excluding any and all supervisors and confidential personnel as defined by N.J.S.A. 34:13a.1, et seq.

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 and Part D 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, and the provisions of Part D shall control for those employees covered by Part D of this Agreement.

**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.

**ARTICLE III  
GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. The term "grievance" means a complaint by an individual employee or group that as to him/her 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 his/her superiors.

5. Level One

An employee with a grievance shall first discuss it with his/her 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 his/her 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 his/her representative of his/her 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 his/her failure to act or within eight (8) school days of his/her 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 American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association 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 him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by 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 him/herself, or, at his/her 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 President of the Association shall be relieved of all non-teaching duties and given five (5) periods per week as released time to aid in fulfilling the duties and obligations of the office. The time schedule shall be worked out in consultation with the principal of the building.
- B. The Association shall have the privilege of meeting with newly hired teachers as part of their 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 D, the Board of Education will make available full major medical coverage for all eligible employees (i.e., those who regularly work a minimum of twenty-two (22) hours per week or more) and their eligible dependents, and agrees to pay one hundred percent (100%) of the premium cost. The Board will not create positions that regularly work less than a minimum of twenty-two (22) hours per week solely to avoid providing health insurance coverage. The Parties agree to the following health and medical plan modifications:
  - 1. The Annual Deductible for the Traditional Plan shall be \$200/\$400;
  - 2. The Annual Employee Co-Insurance responsibility for “Major Medical” services per individual/family shall be \$5,000/\$10,000;
  - 3. The per-visit co-pay for Office Visits under the Point of Service (POS) Plan shall be \$10.00;
  - 4. The Emergency Room co-pay shall be increased from \$25.00 to \$100.00 per visit.
- B. The Board will make available Blue Cross, Blue Shield and Rider J (or equivalent coverage) for all eligible employees as defined in Section A and their eligible dependents. It agrees to pay one hundred per cent (100%) of the premium costs for employee and dependent coverage, subject to non-duplication and coordination of benefits clauses. The Board reserves the right to select the carrier. All new employees hired as of July 1, 1997, who regularly work twenty-two (22) hours per week or more, and their eligible dependents will be enrolled in the POS (Point of Service) coverage. The traditional plan will be available at the cost differential.
- C. 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 hours (22) 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.
- D. Employees who have coverage elsewhere may opt to waive Board-paid health insurance for a cash payment as follows:

Coverage

Payment

Single	\$1,800.00
Parent & Child	\$2,400.00
Husband & Wife	\$3,600.00
Family	\$4,200.00

The cash shall be paid in two installments (December/June) in each school year in which coverage is waived. If the employee should lose coverage from the alternative source during the year, he/she shall be immediately returned to the District's insurance plan(s) with the choice of coverage to which he/she was previously eligible.

- E. 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 each agree to pay one-half (1/2) of the costs of the final printing of this Agreement in booklet form.

- 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, 2007, and shall continue in effect until June 30, 2010, 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, he/she 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. One (1) in-service day for teachers shall be converted to an instructional day if needed due to snow days exceeding two (2) days.

### **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 at least 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 one through twelve. Kindergarten instruction shall be two hours in length for both a.m. and p.m. classes.
5. Regular Kindergarten sessions shall be two and three quarter (2  $\frac{3}{4}$ ) hours in duration.
6. 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. The provisions for zero period agreed to by the Association and the Board of Education are on file in the Superintendent's office.

B.

1. Teachers will normally be scheduled for not more than twenty-seven and one-half (27  $\frac{1}{2}$ ) hours of instruction per week.
2. Under normal circumstances, teachers in grades seven 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.
4. Department heads will normally be scheduled for a reduced teaching load from that of full time teachers, giving consideration to the several departmental responsibilities and details necessary for the administering of the department. Under normal circumstances, department heads will not be assigned involuntarily to homeroom or study hall duties.
5. Teachers who are denied a preparation period during any day because of assignment to class teaching substitution shall receive, for each occasion, compensation of \$36.60 for the 2007-2008 school year, \$38.20 for the 2008-2009 school year, and \$39.80 for the 2009-2010.

C. Teachers will reserve Monday afternoons for professional meetings scheduled by the Administration. 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.

D. When conferences are scheduled for grades kindergarten through eight, two (2) days of single session shall be scheduled. Conference times shall follow lunch and last no longer

than contractual time. Kindergarten teachers will be released from Monday meetings during the months of conferences.

- 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.

#### **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. Teachers authorized to use their personal cars for official business will be reimbursed at the current IRS rate per mile during the term of the contract.

#### **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 his 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.
  - 2. 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. 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.
- E. A person during such time as he/she is officially designated as Head of Department, and whose duties include supervisory or administrative responsibility will be paid \$3994.00 for the 2007-2008 school year, \$4,170.00 for the 2008-2009 school year, and \$4,349.00 for the 2009-2010 school year.
- F.
1. It is assumed that every teacher will carry, within the regular workday of 7.5 hours, a "normal school day load" which will include, in addition to the normal teaching assignments and responsibilities, participation in a fair share of activities which do not regularly call upon a teacher to remain beyond the agreed upon ending time, as well as those that call for only occasional evening assignments.
  2. 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.
  3. Teachers who write curriculum projects and develop mastery tests shall be paid at the rate of \$36.60 per hour for the 2007-2008 school year, \$38.20 per hour for the 2008-2009 school year, and \$39.80 per hour for the 2009-2010 school year. The number of days required shall be mutually determined by the teacher and the Assistant Superintendent for Curriculum and Instruction.
  4. Teachers who attend IEP meetings or "staffings" that last beyond the regular workday (A.M. or P.M.) or during lunchtime shall be compensated with compensatory time. Said time shall be mutually agreed to by the administrator and the teacher.
  5. Authorized mileage incurred on school duties shall be reimbursed at the IRS rate in effect at the time the activity takes place.

6. A teacher traveling between buildings on any given day will be provided one full period to do so.
  7. Teachers who are asked to teach an additional class, other than the standard work load, will be compensated at a flat rate calculated as follows: The teacher's base salary will be divided by 200 to arrive at a daily rate, which will then be divided by 445 to arrive at a rate per minute, which will then be multiplied by the total extra minutes worked per week, which will then be multiplied by the total number of weeks to arrive at the extra pay rate.
- G. 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.

#### **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 his/her status prior to the Board's action.
- B. When the Superintendent has determined that a transfer is required, he/ she 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 his/her 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 and/or department chairperson.
  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 his/her observer. The teacher shall be given the opportunity to provide a written reaction to the observation if he/she 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 his/her contract for the succeeding year.
- B. A teacher shall have the right, upon request, to review the contents of his/her personnel file.

**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 Associations' 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 his/her 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 twelve (12) 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.
- 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 he would have achieved had he remained actively employed in the system during the period of his absence.
8. The recipient of a sabbatical leave will help the substitute, supervisors and administrators plan activities to be carried out during his/her 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 his/her 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. Three (3) 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. One (1) day shall be permitted for reasons specified below.
  - b. Two (2) days shall be permitted without providing reasons.
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 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 three (3) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.
6. Reasons for personal leave include the following:
  - a. family illness
  - b. marriage of employee

- c. marriage of an immediate family member
- d. legal business
- e. moving
- f. graduation
- g. other just and compelling reasons

D. Bereavement Leave

1. Up to a maximum of five (5) consecutive working days per occurrence shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), mother, father, child, brother or sister.
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: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
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.

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 and applicable regulations.
  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 three (3) year probationary period.
- 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 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.

### **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**

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 his/her performance in the classroom.

The Board agrees to pay tuition as follows:

Courses approved to begin July 1, 2004, or thereafter, shall be reimbursed at the rate of up to \$375.00 per credit for up to nine credits per year for tenured teachers. Effective July 1, 2004, non-tenured teachers who attend approved courses in accordance with the provisions of this Article will be reimbursed, retroactively, in a lump-sum payment at the rate of up to \$375.00 per credit, for up to nine credits per year, if they are granted tenure in the Madison School District. 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.

**SCHEDULE A  
MADISON SCHOOL DISTRICT TEACHER SALARY GUIDE**

Step	YEAR 1 2007-08			YEAR 2 2008-09			YEAR 3 2009-10		
	BA	MA	MA+30	BA	MA	MA+30	BA	MA	MA+30
1	44,715	48,965	57,465	46,545	50,945	59,745	48,005	52,655	61,955
2	45,465	49,715	58,215	47,295	51,695	60,495	48,755	53,405	62,705
3	46,215	50,465	58,965	48,045	52,445	61,245	49,505	54,155	63,455
4	46,965	51,215	59,715	48,795	53,195	61,995	50,255	54,905	64,205
5	47,720	51,970	60,470	49,545	53,945	62,745	51,005	55,655	64,955
6	48,720	52,970	61,470	50,540	54,940	63,740	52,005	56,655	65,955
7	50,220	54,470	62,970	52,040	56,440	65,240	53,440	58,090	67,390
8	52,220	56,820	65,560	54,040	58,440	67,380	54,940	59,590	68,890
9	54,520	58,770	67,620	56,340	60,740	69,540	57,760	62,410	71,710
10	57,020	61,270	69,770	58,840	63,240	72,040	60,730	65,380	74,680
11	60,300	65,400	74,250	62,065	67,165	76,015	63,850	68,950	77,800
12	63,680	69,080	76,080	65,410	70,810	78,610	67,120	72,520	81,070
13	67,160	73,860	79,910	68,870	75,570	82,070	70,540	77,240	84,490
14	70,740	76,640	83,490	72,430	78,330	85,630	74,110	80,010	88,060
15	74,420	80,920	87,170	76,090	82,590	89,290	77,830	84,330	91,780
16	78,200	84,900	91,950	79,900	86,600	93,650	81,700	88,400	95,650

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

	2007-08	2008-09	2009-10
15-19 years	1011	1055	1100
20-24 years	1308	1366	1425
25 or more years	1635	1707	1780

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:  
 2007-08 \$1672      2008-09 \$1746      2009-10 \$1821

**SCHEDULE B  
EXTRA-CURRICULAR SALARY GUIDES 2007-2010**

Under this guide, Step 1 applies to individuals with 1 or 2 years experience in the position, Step 2 applies to individuals with 3 or 4 years experience in the position, Step 3 applies to individuals with 5 or 6 years experience in the position and Step 4 applies to individuals with 7 or 8 years experience in the position.

In years 7 and 8 in the Madison School District, individuals will be paid an additional \$105/year as a longevity payment.

In years 9 and thereafter in the Madison School district, individuals will be paid an additional \$180/year as a longevity payment.

	2007-08				2008-09				2009-10			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
<u>ATHLETICS</u>												
<u>High School-Boys</u>												
Baseball Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Baseball Assistant (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Baseball Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Basketball Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Basketball Assistant	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Basketball Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Bowling	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Cross Country Head	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Cross Country Asst.	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Football Head	7009	7386	7793	8385	7114	7497	7910	8511	7220	7609	8029	8638
Football Assts. (6)	5256	5643	6081	6666	5335	5728	6172	6765	5415	5814	6265	6867
Golf Head	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Golf Assistant	3081	3401	3767	4245	3128	3452	3823	4309	3174	3503	3881	4374
Ice Hockey Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Ice Hockey Assistant	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Lacrosse Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Lacrosse Assistant (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Lacrosse Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Soccer Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Soccer Assistant(2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Soccer Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Tennis Head	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Tennis Assistant	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Track Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Track Assistant	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Winter Track Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Winter Trk. Assts. (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Wrestling Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Wrestling Assistant	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Wrestling Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
<u>High School-Girls</u>												
Basketball Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Basketball Assistant	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Basketball Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Cheerleading (fall)	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Cheerleading (winter)	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Field Hockey Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Field Hockey Asst.	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341

	<b>2007-08</b>				<b>2008-09</b>				<b>2009-10</b>			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
Field Hockey Fresh.	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Lacrosse Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Lacrosse Assistant (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Lacrosse Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Soccer Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Soccer Assistant (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Soccer Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Softball Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Softball Assistant (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Softball Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Swimming Head	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Swimming Assistant	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Tennis Head	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Tennis Assistant	3852	4251	4709	5306	3910	4315	4779	5386	3968	4379	4851	5467
Track Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Track Assistant (2)	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Volleyball Head	5441	5992	6556	7006	5523	6082	6654	7111	5605	6173	6754	7218
Volleyball Assistant	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Volleyball Freshmen	4727	5121	5567	6155	4798	5197	5651	6247	4870	5275	5736	6341
Weight Room Sup.	\$2200 per season				\$2200 per season				\$2200 per season			

In the event that the administration is not able to hire an assistant, the head coach will receive one-third of the assistant stipend on the step corresponding to the head coach's.

#### Junior School

Athletic Coordinator	1500	1600	1700
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#### Boys

Baseball Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Baseball Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Basketball Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Basketball Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Lacrosse Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Lacrosse Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Soccer Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Soccer Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Track	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Volleyball	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Wrestling	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Wrestling Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223

#### Girls

Basketball Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Basketball Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Field Hockey Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Field Hockey Asst.	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Lacrosse Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Lacrosse Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Soccer Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Soccer Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Softball Head	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Softball Assistant	1740	2089	2499	3009	1775	2131	2549	3159	1810	2173	2600	3223
Track	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770
Volleyball	2097	2518	2895	3624	2139	2569	2953	3697	2182	2620	3012	3770

In the event that the administration is not able to hire an assistant, the head coach will receive one-third of the assistant stipend on the step corresponding to the head coach's.

NON-ATHLETICSHigh School

	<b>2007-08</b>				<b>2008-09</b>				<b>2009-10</b>			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
Accounts	2087	2839	2986	3606	2118	2882	3031	3660	2150	2925	3076	3715
AFS	3197	3565	3999	4544	3245	3618	4059	4612	3294	3672	4120	4682
Class Advisor Senior	2440	2851	3340	3949	2477	2894	3390	4009	2514	2937	3441	4069
Class Advisor Junior	2440	2851	3340	3949	2477	2894	3390	4009	2514	2937	3441	4069
Dodger	2087	2839	2986	3606	2118	2882	3031	3660	2150	2925	3076	3715
Drama Director	3197	3565	3999	4544	3245	3618	4059	4612	3294	3672	4120	4682
Drama Director Asst.	2087	2839	2986	3606	2118	2882	3031	3660	2150	2925	3076	3715
Glyphs	2262	2682	3170	3779	2296	2722	3217	3833	2331	2762	3266	3891
Jazz Band	2262	2682	3170	3779	2296	2722	3217	3833	2331	2762	3266	3891
Marching/Show Band	4373	4769	5220	5833	4438	4841	5298	5921	4505	4914	5378	6010
Mar./Sh. Band Asst.	2624	2861	3132	3500	2663	2904	3179	3552	2703	2948	3227	3605
Musical Director	5256	5643	6081	6666	5335	5728	6172	6765	5415	5814	6265	6867
Musical Choreog.	1577	1693	1825	2000	1601	1718	1852	2030	1625	1744	1880	2060
Musical Conductor	2101	2256	2433	2666	2133	2290	2469	2706	2165	2325	2506	2747
Musical Producer	1577	1693	1825	2000	1601	1718	1852	2030	1625	1744	1880	2060
Musical Set Builder	2101	2256	2433	2666	2133	2290	2469	2706	2165	2325	2506	2747
Musical Set Designer	1577	1693	1825	2000	1601	1718	1852	2030	1625	1744	1880	2060
PDP (2)	5256	5643	6081	6666	5335	5728	6172	6765	5415	5814	6265	6867
Select Chorus/Jazz	1487	1886	2317	2676	1509	1914	2352	2716	1532	1943	2387	2756
Student Council (2)	2262	2682	3170	3779	2296	2722	3217	3833	2331	2762	3266	3891
Yearbook Technical	3454	3878	4272	4683	3506	3936	4336	4753	3558	3996	4401	4824
Yearbook Business	2873	3301	3702	4117	2917	3350	3757	4179	2960	3401	3814	4241
Class Advisor Soph.				1995				2035				2076
Class Advisor Frosh.				1995				2035				2076
Chess Club				500				510				520
Computer Club				500				510				520
Computer Resource				1974				2013				2053
Diversity Council				942				961				981
Drama Set Designer				1995				2035				2076
For. Language Club(4)				500				510				520
For.Lang.Nat.Hon.Soc. (4)				166				170				173
Habitat for Humanity				942				961				981
Heroes and Cool Kids				500				510				520
Interact Club				2040				2081				2122
Jr. Statesmen of America				942				961				981
Key Club				2040				2081				2122
National Honor Society				942				961				981
Project Aware				942				961				981
Red Cross Club				500				510				520
ROAR (2)				500				510				520
Table Tennis Club				500				510				520
Talent Show Coordinator				277				283				289
TEA				500				510				520

Chaperoning/supervising-including but not limited to: dances, athletic event crowd control, field trips extending beyond school hours, lighting for plays and concerts-hourly rate. Hourly rate \$37 in year one, \$38 in year two, \$39 in year three.

Junior School

Drama Director	2262	2682	3170	3779	2296	2722	3217	3833	2331	2762	3266	3891
Drama Asst. Dir.	1365	1617	1910	2278	1392	1649	1949	2323	1420	1682	1988	2370
Jazz Band	1487	1886	2317	2676	1509	1914	2352	2716	1532	1943	2387	2756
Lit. Magazine	1862	2194	2673	3251	1899	2238	2727	3316	1937	2283	2781	3382
Musical Director	2262	2682	3170	3779	2296	2722	3217	3833	2331	2762	3266	3891

	2007-08				2008-09				2009-10			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
Musical Asst. Dir.	1365	1617	1910	2278	1392	1649	1949	2323	1420	1682	1988	2370
Student Council (2)	3384	3762	4195	4753	3452	3837	4279	4848	3521	3914	4365	4945
Yearbook (2)	2452	2865	3307	3969	2501	2922	3373	4048	2551	2981	3440	4129
Bill of Rights (2)				390				400				410
Book Club				330				340				350
Chess Club				330				340				350
Computer Resource				1974				2013				2053
Conflict Resolution (2)				380				390				4100
Drama Set Design				1577				1601				1625
Drama Set Builder				1577				1601				1625
Guitar Club				380				390				410
Literary Arts Fair Coordinator (2)				277				283				289
Musical Set Design				1577				1601				1625
Musical Set Builder				1577				1601				1625
Newspaper (2)				390				400				410
Science Club				330				340				350
Team Leader (4)				1890				1928				1966
Willow Tree (2)				390				400				410

Chaperoning/supervising-including, but not limited to: dances/socials, athletic event crowd control, concert and play supervision, field trips extending beyond school hours, lighting for plays and concerts, other student activities (such as Mind Bowl) hourly rate. Hourly rate \$37 in year one, \$38 in year two, \$39 in year three.

Elementary

All City Band-Orch. (2)	1487	1886	2317	2676	1509	1914	2352	2716	1532	1943	2387	2756
Chess Club				330				340				350
Computer Resource				1974				2013				2053
Drama Club				330				340				350
Elementary Curriculum Associates				1890				1928				1966
Peer Mediation				330				340				350
Science Resource				1740				1775				1810
Science Warehouse Coordinator*				2372				2419				2467

\*summer hours to be paid in addition to this stipend

Student Council				330				340				350
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Teachers who do lunch duty in the elementary schools will be paid a stipend of 10 dollars per lunch duty.

Chaperoning/supervising-including but not limited to: field trips extending beyond school hours, student service activities (such as Arbor Day)-hourly rate. Hourly rate \$37 in year one, \$38 in year two, \$39 in year three.

District Wide

Bed Side Instructor	\$44 per hour	\$45 per hour	\$46 per hour
Teaching In-Service Programs*	\$44 per hour	\$45 per hour	\$46 per hour
Teaching Mini-Courses	\$44 per hour	\$45 per hour	\$46 per hour
World Lang. Translator	\$44 per hour	\$45 per hour	\$46 per hour

\*per hour refers to preparation time and presentation time

The Board will consider placement on the ECA guide based on previous experience within and outside of the district.

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 secretaries under contract from July 1 to June 30 shall not exceed 240 days. The work year for secretaries under contract from August 1 to June 30 shall not exceed 220 days.

The work year for secretaries under contract from September 1 to June 30 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, he/she shall have the option of receiving payment or compensatory time.
- 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. Personnel who qualify for reclassification of grade or change of position shall be placed in the proper classification on Schedule C at the same guide step as previously held.
- E. 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.

#### **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 eleven (11) days during the work year.
  - 2. All contract secretaries employed on an eleven (11) month basis shall be allowed sick leave with full pay for thirteen (13) days during the work year.
  - 3. All contract secretaries employed on a twelve (12) month basis shall be allowed sick leave with full pay for fourteen (14) days during the work year.
  - 4. 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.

5. 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.
  6. Unit members shall be given a written accounting of accumulated sick days no later than September 15 of each school year.
- 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
  - 11 month employees - 1/440<sup>th</sup>
  - 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. Three (3) 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. One (1) day shall be permitted for reasons specified above.
  - b. Two (2) days shall be permitted without providing reasons.
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 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 three (3) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.
6. Reasons for personal leave include the following:
  - a. family illness
  - b. marriage of employee
  - c. marriage of an immediate family member
  - d. legal business
  - e. moving
  - f. graduation
  - g. other just and compelling reasons

#### D. Bereavement Leave

1. Up to a maximum of five (5) consecutive working days per occurrence shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), mother, father, child, brother or sister.
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: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
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.
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 and applicable regulations.
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. 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 she held at the time said leave commenced, if available. If not, a substantially equivalent paying position will be assigned.

G. 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.

- H. 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 hundredth (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 with less than one year of employment as of June 30 shall be entitled to one day of vacation for each month of employment beginning with the third month after date of employment, vacations for twelve month secretaries are to be taken during the period between close of school in June to school opening in September.

Eleven month secretaries with one or more years of employment as of June 30 shall be entitled to vacation days as provided below. Eleven month secretaries with less than one year of employment as of June 30 shall be entitled to one day of vacation for each month of employment, vacations for eleven month secretaries are to be taken during the school year when schools are not in session.

- B. Time on leave without pay shall not accrue toward vacation entitlement.
- C. 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 experience in Madison—10 days per year. Five years but less than 10 years experience in Madison---- 15 days per year. Ten plus years experience in Madison--- 20 days per year.

The number of vacation days granted to eleven month secretaries during the time schools are not in session (i.e., Christmas vacation, winter or spring vacation) are as follows:

Secretaries under contract for 11 months: 10 days per year between September 1 and June 30. One day per year will be added to vacation after each five years experience in Madison.

Secretaries under contract for 10 months: Scheduled office closings.

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.

D. If schools are closed, 16 holidays per year will be granted in accordance with the following schedule:

July 4, Labor Day, 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. 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.
- b. 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**

**2007-2008**

Step	Clerk/Typist	Secretary II	Secretary I	Exec. Secretary II
1	37,022	40,064	42,484	45,940
2	37,522	40,564	42,984	46,440
3	38,122	41,164	43,584	47,040
4	38,822	41,864	44,284	47,740
5	39,622	42,664	45,084	48,540
6	40,522	43,564	45,984	49,440
7	41,522	44,564	46,984	50,440

**2008-2009**

Step	Clerk/Typist	Secretary II	Secretary I	Exec. Secretary II
1	38,589	41,746	44,258	47,844
2	39,089	42,246	44,758	48,344
3	39,689	42,846	45,358	48,944
4	40,389	43,546	46,058	49,644
5	41,189	44,346	46,858	50,444
6	42,089	45,246	47,758	51,344
7	43,089	46,246	48,758	52,344

**2009-2010**

Step	Clerk/Typist	Secretary II	Secretary I	Exec. Secretary II
1	40,166	43,439	46,043	49,760
2	40,666	43,939	46,543	50,260
3	41,266	44,539	47,143	50,860
4	41,966	45,239	47,843	51,560
5	42,766	46,039	48,643	52,360
6	43,666	46,939	49,543	53,260
7	44,666	47,939	50,543	54,260

Secretaries whose employment contract is less than full twelve (12) months are to be provided with a pro-rated amount.

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

	2007-08	2008-09	2009-10
15-19 years	1248	1303	1359
20-24 years	1486	1551	1618
25 or more years	1605	1676	1748

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 (other than new personnel who will attend an additional four (4) days of orientation) 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. 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.
- E. If a Teacher Assistant has to cover a class 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.

#### **ARTICLE V LEAVES OF ABSENCE**

1. 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 twelve (12) 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.
- 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. Three (3) 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. One (1) day shall be permitted for reasons specified below.
  - b. Two (2) days shall be permitted without providing reasons.
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 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 three (3) days may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.
6. Reasons for personal leave include the following:
  - a. family illness
  - b. marriage of employee
  - c. marriage of an immediate family member
  - d. legal business
  - e. moving
  - f. graduation
  - g. other just and compelling reasons

D. Bereavement Leave

1. Up to a maximum of five (5) consecutive working days per occurrence shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), mother, father, child, brother or sister.
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: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
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.
  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 and applicable regulations.
  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. 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.
- G. 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 ASSISTANT'S 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 his/her 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, 2004, or thereafter, shall be reimbursed at the rate of \$200.00 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.

**SCHEDULE D**

**MADISON SCHOOL DISTRICT  
TEACHER ASSISTANT SALARY GUIDE**

**2007-2008**

Step	Salary
1	\$19,000
2	\$19,450
3	\$20,235

**2008-2009**

Step	Salary
1	\$19,400
2	\$19,850
3	\$20,904

**2009-2010**

Step	Salary
1	\$19,800
2	\$20,250
3	\$21,803

LONGEVITY - Upon the anniversary date of the completion of years of service to the Madison School District, teacher assistants will receive:

	2007-08	2008-09	2009-10
5-10 years	523	546	570
More than 10 years	836	873	911