

Agreement

Between the

Montclair Board of Education
and the
Montclair Education Association

for the contract years

2012-2015



Revised May 2013

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Agreement
Between the

MONTCLAIR BOARD OF EDUCATION
and
MONTCLAIR EDUCATION ASSOCIATION

for the Contract Years

2012-2015

AGREEMENT (hereinafter the "Agreement") made as of the 1st day of July, 2012, by and between the MONTCLAIR BOARD OF EDUCATION ("the Board) and the MONTCLAIR EDUCATION ASSOCIATION ("the association) pursuant and subject to N.J.S.A. 34:13A et seq.

The Board and the Association (hereinafter sometimes referred to as "the parties) agree as follows:

ARTICLE 1. DURATION OF AGREEMENT.

1.1 The term of this Agreement shall commence on July 1, 2012 and end on June 30, 2015.

1.2 The period from July 1, 2012 to June 30, 2013 shall be the "First Contract year or "Year One," the period from July 1, 2013 to June 30, 2014 shall be the "Second Contract Year" or "Year Two," and the period from July 1, 2014 to June 30, 2015 shall be the "Third Contract year or "Year Three."

ARTICLE 2. RECOGNITION.

- 2.1 Unit. The Board recognizes the Association as the sole and exclusive bargaining representative for the employees of the Board in the following categories, including those with tenure, those on probation and those on sabbatical leave, but not those on interim (i.e., non-contractual) or per diem appointments:
- (a) classroom teachers, including teachers of special education classes; librarians; nurses; psychologists; social workers; guidance counselors; student assistance counselors, instructional specialists; traveling teachers; lead teachers, and house/team/subject leaders (all of the foregoing hereinafter sometimes referred to as "Teachers");
 - (b) secretaries (hereinafter referred to as "Secretaries"); except
 - (1) Executive Sec. to Superintendent
 - (2) Executive Sec. to Assist. Superintendent
 - (3) Executive Sec. to Business Administrator
 - (4) Executive Sec. to Personnel Administrator
 - (5) Personnel Secretary Cert., negotiations.
 - (c) custodians and maintenance personnel (hereinafter sometimes referred to as "Maintenance - Custodians");
 - (d) teaching assistants/aides/job coaches working as regular employees of the Board;
 - (e) reproduction center personnel;
 - (f) summer school teachers;
 - (g) non-manager/supervisory computer center personnel;
 - (h) security personnel;
 - (i) public relations specialist, data processing technician, and technician for testing and evaluation (hereinafter referred to as "Technical Employees"), ROTC personnel;
 - (j) athletic trainer;
 - (k) computer/data analysts

- 2.2 **Definition.** Teachers, Secretaries, Maintenance-Custodians, Teaching Assistants/Aides and other personnel set forth in Section 2.1 are sometimes hereinafter referred to collectively as "Employees," and individually as "Employee." Notwithstanding any other provision of this Agreement, employees in category 2.1(f) shall only be entitled to the benefits of Section 4.2(e) hereof.
- 2.3 **Interim Employment.** After four (4) consecutive months of employment, the employee shall be entitled to the then-relevant, and then effective, salary rate for the position as set forth in the Collective Negotiations Agreement. After one year, the employee shall be entitled to sick days ~ one per month and the then-effective health insurance benefits. "Interim Employees" are any employees regularly hired, who work 95% of a full school year as defined by the days on the adopted employee calendar (i.e., a full school year is 242 to 245 days in any given year).

ARTICLE 3. NEGOTIATION OF SUCCESSOR AGREEMENT.

- 3.1 **Deadline.** The parties agree to commence negotiations with respect to a successor Agreement in accordance with N.J.A.C. 19:12-2.1. Such negotiations shall begin with the exchange of written proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties.
- 3.2 **Information Exchange.** During negotiations, the Board and the Association shall promptly make available to the other, upon reasonable request, such information within their possession which is relevant and not privileged or confidential.
- 3.3 **Meetings.** Negotiating sessions shall be scheduled as mutually agreed upon.
- 3.4 **Exclusive Representation.** The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement, concerning the Employees in the bargaining unit, unless such organization first shall have been duly certified as the majority representative of such Employees.
- 3.5 **Procedure.** Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of the proposals set forth in section 3.1, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall make proposals and counter-proposals.

ARTICLE 4. COMPENSATION

- 4.1 **Wages:** The parties agree to the salary guides and schedules annexed hereto and made a part hereof for certified and non-certified staff as identified. In particular, the parties agree as follows with respect to wage adjustments: After the initial employment and acceptance of the placement on a salary guide, there will be no reevaluation of experience at a later date for salary guide advancement or placement.
- A. **Certified Staff:** Salaries and stipends will be fixed according to the agreed upon and attached salary and stipend guides for teachers included in the appendices.
- B. **Secretaries, Custodian/Maintenance Employees**
Salaries and stipends will be fixed according to the attached and agreed upon salary and stipend guides.
- C. **Teaching Assistants/Aides**
Teacher Assistants/Aides ("Aide" or "Aides") salaries are considered hourly and based upon the number of hours as assigned daily, the rate of pay, and the number of working days in an employee's year. A full time Aide is defined as working a regular schedule of 30 hours or

more per week. A part-time Aide is defined as working a regular schedule that is less than 30 hours per week.

There shall be four (4) categories of Aides:

Category I: Aides employed prior to June 30, 2011 and that elect to receive health benefits.

Category I Aides shall be paid at the appropriate step set forth in Appendix D-1 of the 2009-2012 collective negotiations agreement, as adjusted.

Step	2012	2013	2014
1	\$16.20	\$16.64	\$17.06
2	\$17.23	\$17.70	\$18.14
3	\$18.51	\$19.01	\$19.49
4	\$20.57	\$21.13	\$21.66
5	\$22.93	\$23.55	\$24.14

Category II: Aides employed prior to June 30, 2011 waiving/not electing to receive health benefits (Aides that waive health benefits shall not be eligible to receive the waiver payment set forth in Section 5.1).

Category II Aides shall be paid according to the following guide:

Step	2012	2013	2014
1	\$20.57 per hour	\$21.13	\$21.66
2	\$23.66	\$24.30	\$24.90
3	\$25.71	\$26.40	\$27.06

Category III: Aides employed after July 1, 2011 working less than 30 hours

Paid same as Category II Aides but are ineligible for health benefits

Category IV: Aides employed after July 1, 2011 working 30 hours or more

Paid same as Category I Aides but are ineligible for health benefits

In addition, the parties agree to establish an additional percent of annual compensation added to base (regardless of category) as follows:

- ... Teaching assist./aides: with state cert. \$1,000 for FT, \$500 for PT
- ... with a Bachelor's degree. (4 year), 2.75 %;
- ... with county substitute teacher certification, 2.00 %;
- ... For teaching assist./aides serving as job coaches 2 or more days per week off campus, 4.00 %

Only one of the above is applied to the base salary per employee.

D. **Other:** In addition to the negotiated salary increases the District has implement **skill-based stipends** for targeted job related skills based upon individual assessment measures for those skills for secretaries and B&G personnel. The stipend represents \$500 per employee annually

added to base for all three contract years. Secretaries with a **bachelor's degree** will, in addition, receive an additional amount added to base salary equal to the above amount per year.

4.2 Teachers' Additional Compensation.

Additional compensation shall be paid to:

(a) guidance counselors, psychologists, social workers, and learning disability teacher consultants, holding their position as of July 1, 1988 as follows:

<u>(i) Step on Guide</u>	<u>Stipend</u>
11-13	1,285
14+	1,560

(ii) Speech therapists, holding their position as of July 1, 1988 as follows:

<u>Step on Guide</u>	<u>Stipend</u>
11-13	1,015
14+	1,175

Persons appointed after July 1, 1988 to these positions shall not be entitled to any stipend.

4.2 Teacher's Additional Stipends

(a) The parties agree to adjust stipends as follows:

0% in Year 1 of the agreement, 2.7% in Year 2, and 2.5% in Year 3.

(b) Certified Staff employed on a 12-month basis shall receive compensation in addition to that provided on Appendix A, of \$9,700 in Year 1; \$9,962 in Year 2; and \$10,211 in Year 3.

(c) Guidance counselors, LDTC's, speech therapist, psychologists and social workers who work additional days before or after the Teachers' school year will be paid during that time at the rate of pay equal to 1/200th of their annual salary for seven (7) hours, or proportionally less for fewer hours worked.

(d) The above stipends are to be prorated for Teachers working less than full time.

(e) **Summer school** compensation. Summer school teachers shall be paid based upon a 120-hour course load, as follows: \$5,485 in Year 1; \$5,633 in Year 2; and \$5,773 in Year 3. Proportionate compensation will be paid for variable hours at the rate of \$47.00 in Year 1; \$48.00 in Year 2; \$49.00 in Year 3.

(f) **Senior Librarian** Compensation. Senior librarian shall receive compensation in addition to that provided on Appendix A, of \$10,962 in Year 1; \$11,258 in Year 2; \$11,539 in Year 3. These stipends are to be prorated if such employee is working less than full time.

(g) **Senior Nurse** Compensation. Senior nurse shall receive compensation in addition to that provided on Appendix A, of \$11,991 in Year 1; \$12,315 in Year 2; \$12,622 in Year 3. These stipends are to be prorated if such employee is working less than full time.

(h) **The hourly rate for teachers**, and compensation for staff who are involved in curriculum writing for the District shall be compensated as follows: \$47.00 in Year 1; \$48.00 Year 2; \$49.00 Year 3.

(i) **Epi-pen trained Staff**: The board may designate staff who are trained and currently certified in the use of Epi-pen devices to serve as emergency resources for building nurses. **\$500** prorated annually shall be paid to specifically designated staff for this service during school hours. Any trained employee designated as Epi-pen coverage after normal school hours shall be paid at the hourly rate negotiated for teachers under 4.2(i) up to a maximum of 5 hours present per event. (i.e., a field trip would count as one event and payment shall be in addition to any field trip stipend).

4.3 **Traveling Employees.** Traveling employees serving more than one location shall receive a mileage allowance at the then-prevailing OMB rate upon presentation of appropriate documentation as determined by the Business Administrator.

4.4 **Leaders.** Compensation will be as follows:

	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>
Elem. team leaders	1869	1919	1967
Child study team leaders	1869	1919	1967
Elementary subject leaders	2506	2574	2638
Middle house/subject/SAIL leaders	2506	2574	2638
Elem Curriculum/SAIL Leaders	2766	2841	2912
Compass Computer Lead person	1176	1208	1238

4.5 **Lead Teachers:** A lead teacher shall, in addition to his/her base salary, receive an annual stipend of \$3,672 in Year 1; \$3,771 in Year 2; \$3,865 in Year 3. (pro-rated for time worked less than one year) in consideration for services, duties and responsibilities performed in the role of "Lead Teacher". This stipend shall be paid only to those holding the position of "Lead Teacher" designated in a job posted by the Board. The position shall be held for a period not to exceed one year, renewable thereafter at the Board's discretion". Lead Teacher positions shall be posted when vacant. Lead Teachers shall be notified of the renewal or non-renewal of the lead teacher position by May 15th annually.

4.6 **Stipends.** Extra duties shall be compensated as provided on the schedules attached hereto as Appendices E-1 and F. In the event that an Employee is unwilling or unable, for a continuous period in excess of three working weeks, to fulfill the duties and responsibilities of such stipended position, the Board may elect to terminate such stipend to such Employee and may replace such Employee in the stipended position, with another Employee; in such event, the terminated Employee shall be paid only a pro-rata share of the stipend. An Employee who is assigned by his/her supervisor to substitute for a stipended person for a period of less than three (3) weeks shall be compensated at the rate of \$43.02 per day in Year 1; \$44.18 per day in Year 2; and \$45.28 per day in Year 3. Such compensation will be paid only when the assignment requires work beyond the Employee's regular work day, including his/her own stipended position. In filling substitute positions, volunteers will be sought before anyone is assigned involuntarily to the substitution.

(a) **Lead Ticker Seller:** The stipend for lead ticket seller shall be redefined to include the time at games as a seller with no additional compensation. The compensation shall be redefined by season as specified in Appendix E:

(b) **Professional Dues.** The Board, upon receipt of appropriate documentation, will reimburse each Teacher for professional educational dues (but not for political or collective bargaining related organizations) up to a limit of \$80 for each of the Contract Years.

4.7 (a) **Secretaries' Compensation.** Secretaries shall be compensated as provided on the salary guides attached hereto as Appendices B-1 to 3.

(b) Stipends shall be included in salary as follows:

- (1) Secretary to the **High School Principal**
\$4488 - Year 1; \$4609 - Year 2; \$4724 - Year 3
- (2) Secretary to the **Asst. Supt. for Curr/Assessment**
\$2699 - Year 1; \$2772 - Year 2; \$2841 - Year 3
- (3) **Accounts Payable Bookkeeper**
\$3360 - Year 1; \$3451 - Year 2, \$3537 - Year 3

(c) **Overtime.** Overtime shall be paid at the regular hourly wage rate from 35 through 40 hours, and at the rate of 1-1/2 times the Secretaries' regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. Overtime worked on board of education property during holidays will reflect the double time hourly rate for the employee. Overtime performed at home during holidays continues to be paid at 1.5 the hourly rate of the employee. Compensatory time may be substituted for the hourly rate. If mutually agreed by the Secretary and his/her supervisor, the Secretary may receive compensatory time in lieu of money at the same rates as described above. All overtime must be approved, in advance and in writing, by the school principle. Time sheets must be submitted for all work performed at home in order to eligible for overtime.

4.8 Maintenance/Cust./Rep. Center Compensation.

(a) Maintenance-Custodians and Reproduction Center Personnel shall be compensated as provided on the salary guide attached hereto as Appendices C-1 to C-3.

(b) **Overtime Pay.** Time worked beyond 40 hours per week shall be compensated at the rate of 1-1/2 times the normal hourly rate of pay. All overtime must be approved, in advance and in writing, by the school principle. Time sheets must be submitted for all work performed at home in order to eligible for overtime.

Overtime on Sundays and holidays as set forth in the Twelve Month Calendar shall be compensated at double the normal hourly rate, except for (i) regularly scheduled building checks by a custodian making the check, or his designated replacement, and (ii) third-shift Employees, which will be compensated at 1-1/2 times their normal hourly rate.

On the full day preceding any holiday, overtime shall be compensated at 1-1/2 times the normal hourly rate.

On early closing days (as set forth in the 12-month calendar), any time worked beyond 5-1/2 consecutive hours shall be compensated at double the normal hourly rate.

Snow removal scheduled and performed at times other than regular work hours shall be compensated at the rate of two times the normal rate.

(c) Differentials, paid as follows will be included for overtime and pension computations:

	Yr. 1	Yr. 2	Yr. 3
(1) State Licensed Journeyman	\$2574	\$2625	\$2625
(2) Leadman (supervising at least one other employee at least one half of the year)	\$2574	\$2625	\$2625
(3) Boiler Operators			
a. Bradford, Edgemont, Renaissance at Rand	\$2183	\$2226	\$2226
b. Glenfield, HS Annex, CO Heating Plant, Nishuane, Northeast, Watchung	\$2405	\$2453	\$2453
c. High School, Mt. Heb, Hillside, Bullock	\$2632	\$2685	\$2685
(4) Second and third shift	\$1523	\$1553	\$1553
Split shift	\$1,000	\$1,000	\$1,000

(d) In all schools the person designated to assume the duties of the **Head Custodian** in his absence shall, after an aggregate of twelve (12) working days sick absences of the Head Custodian in a contract Year, have his pay raised by fifteen (15%) for days worked thereafter as acting Head Custodian, except for vacation periods to last the duration of time when the Head Custodian is absent.

(e) The Board shall reimburse Maintenance-Custodians for the costs, including fees for tests, of any licenses required for their employment.

- (f) Custodians or maintenance employees who are assigned to two or more job sites during the same work day shall be granted a minimum of fifteen (15) minutes travel time from one site to another.
- (g) Maintenance and other personnel using their own vehicle for job related duties shall be reimbursed at the OMB prevailing rate.
- 4.9 (a) **Teaching Assistants/Aides Compensation.** Teaching Assistants/Aides shall be compensated for time worked beyond forty (40) hours per week at 1-1/2 times the normal hourly rate. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to be eligible for overtime.
- 4.10 (a) **Security Personnel Compensation.** Security Personnel shall be compensated as provided on the salary guide attached hereto as Appendix D.
- (b) **Overtime Pay.** Time worked beyond forty (40) hours per week shall be compensated at the rate of 1-1/2 times the normal hourly rate of pay. Overtime worked on Board of Education property during holidays will reflect the double time hourly rate for the employee. Overtime performed at home during holidays continues to be paid at 1.5 the hourly rate of the employee. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to be eligible for overtime.
- (c) **Guaranteed Minimum: Call Back** In the event the Board exercises its authority to recall security personnel after 1.5 hours has elapsed from the close of the security officer's regular shift, said security officer shall be guaranteed 1.5 hours regardless of the time worked, provided said security officer actually reports for the assignment. The security officer shall be paid at 1.5 times the regular hourly rate if otherwise qualified for overtime pursuant to sub-section (b) above for work performed under this section. The Board reserves the right to choose and assign security officers to be recalled. Upon recall, the Board reserves the right to direct said security officer to work for the duration of the minimum guaranteed time.
- (d) **Shift Differential:** Any security starting their day 10:00 AM or later will be entitled to the Split Shift differential provided custodians under 4.8 (c).
- (e) **Security Head:** Any security person designated by the board as the Head of Security will receive an annual stipend of \$5,437 in Year 1; \$5,584 Year 2; and \$5,724 in Year 3.
- 4.11 (a) **Technical Employees' Compensation.** Technical Employees shall be compensated as provided in App. D.
- (b) **Overtime.** Overtime shall be paid at the regular hourly wage rate from 35 to 40 hours, and at the rate of 1-1/2 times the Technical Employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. Overtime worked on Board of Education property during holidays will reflect the double time hourly rate for the employee. Overtime performed at home during holidays continues to be paid at 1.5 the hourly rate of the employee. Compensatory time may be substituted for the hourly rate. If mutually agreed by the Technical Employee and his/her supervisor, the Technical Employee may receive compensatory time in lieu of money at the same rates as described above. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to be eligible for overtime.

- (c) **Technology Certifications:** Any Technical staff holding active approved certifications will have the following stipends added to their base salary up to a combined maximum of \$2,500.
- | | |
|--------------------|-------|
| A+ or Equivalent | \$500 |
| Microsoft or Cisco | \$750 |
| Other pre-approved | \$500 |

4.12 (a) **Longevity.** For the purposes of this section, Longevity Employees are Employees who, at the end of any Contract Year, shall have completed 18 full years of employment with the Board and 25 full years for the additional stipend.

(b) On or before the end of the First Contract Year, and each succeeding Contract Year, the Board shall pay the applicable Longevity Payment to each Employee who is or has become a Longevity Employee during such Contract Year.

(c) Longevity with respect to each Contract Year shall be:

Certified Staff Longevity

	<u>18 Years</u>		<u>25 Years (additional)</u>
Yr. 1	\$2400	+	\$2400
Yr. 2	\$2400	+	\$2400
Yr. 3	\$2400	+	\$2400

Non-Certified Staff Longevity

	<u>18 Years</u>		<u>25 Years (additional)</u>
Yr. 1	\$2300	+	\$2400
Yr. 2	\$2300	+	\$2400
Yr. 3	\$2300	+	\$2400

Note: Twenty-five year longevity is in addition to eighteen year longevity.

4.13 **Withholding Increments.** Employment or adjustment increments may be withheld for inefficiency or other just cause related to an Employee's performance of duties, but only in accordance with the following:

- (a) The Employee is evaluated in accordance with applicable Board policy or procedure;
- (b) The immediate supervisor and or the principal shall not forward any recommendation to withhold an Employee's increment or a part thereof through the Superintendent to the Board unless at least forty-five (45) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the supervisor/principal has given to the Employee as to whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the Employee an opportunity to correct and overcome such cause(s) provided however, this provision shall not apply to instances of serious inefficiency occurring on or after March 1, or to cause other than inefficiency.

(c) Any Employee who has had an employment increment or adjustment increment withheld under this provision shall be restored to guide the year following the withholding of the increment. In the event an employee suffers the withholding of an increment on at least two occasions after July 1, 1996 while in the employ of the Board, then the difference in compensation occasioned by the withholding of the increment shall remain constant for the balance of the employee's employment by the Board.

4.14 **Payment Method.** Employees shall be paid as follows:

- (a) Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments payable on the 15th and the last working day of the month.

- (b) Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, payable on the 15th and the last working day of the month.
- (c) When a pay day falls on or during a school holiday, vacation, or weekend, Employees shall receive their paychecks on the last previous working day.
- (d) Each Employee shall receive his final pay on his last working day in June.
- (e) **Overtime and Time Report payments** shall be made twice each month in accordance with a schedule established by the Board. Time report sheets and overtime sheets shall be submitted to the employee's supervisor no later than the second scheduled due date after the work is performed. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to be eligible for overtime.
- (f) Employee time sheets shall be time/date stamped and signed by the employee on the date the time sheet is submitted for approval to the employee's immediate supervisor. Any time sheet submitted beyond 30 days after the hours are worked shall be cancelled and not paid, unless the employee complied with the time limits to submit for overtime, but management did not process the time sheet in a timely manner.

4.15 **Clinics and Workshops for Coaches** shall be made available on the same basis as other workshops. The Board will pay mileage when coaches are directed or authorized to attend clinics or awards dinners.

4.16.1 **Tuition Reimbursement.** The Board shall allocate the sums of \$82,000 in Year One, \$82,000 in Year Two and \$82,000 in Year Three towards tuition reimbursement for employees who work thirty (30) or more hours per week. The total reimbursement amount per year covers actual expenses for tuition only and is pro-rated among all those eligible employees applying: (1) not to exceed the employees actual cost and, (2) not to exceed the amount equal to the cost of tuition for 3 credits at Rutgers University per year per employee. It shall be available only for approved courses pursuant to Board regulations and for the reimbursement of the costs of pursuing National Board Certification. Employees will be required to complete three (3) full school years to be eligible for tuition reimbursement. Reimbursement shall be contingent on the following: (1) employees must receive a grade of 3.0 or its equivalent; (2) from an accredited institution approved by the state; and (3) all course work shall be directly related to the teacher's teaching duties. If a teacher resigns or leaves employment within one (1) year of receiving tuition reimbursement, the teacher shall reimburse the Board a pro-rated amount of the tuition payment received during the previous twelve (12) months.

4.17 **Professional Development.** The Board and the Association support the principle of continuing to train teachers and improve instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests, and needs.

In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education. The district experiences will be sufficient to allow the employee to meet the required progress commencing with the September 2000 school year. In-service credits shall not be used for purposes of salary guide advancement.

Members of the MEA who serve on the district **LPDC** will receive the following stipends for each year of the contract: Chair: \$3,650 respectively for the 3 contract years. Up to three others: \$912 to each person respectively for the 3 contract years.

Effective July 1, 2013, one (1) additional Professional Development Day shall be added for teachers; and one (1) six (6) hour Professional Development Day for teacher's assistants (paid) for a total of a 188-day school year; and

Effective July 1, 2014, an additional Professional Development Day shall be added for teachers; and one (1) six (6) hour Professional Development Day for teacher's assistants (paid) for a total of a 189-day school year; and

School-level Professional Development Committees. MEA Staff elected to serve on the school-based teams (PDC) will be given one period of release time per month to conduct the activities of the school-based team.

ARTICLE 5. MEDICAL BENEFITS.

- 5.1 (a) **Medical/Surgical.** Effective July 1, 2013, the Board agrees to provide coverage for Employees and the Employee's dependents, if such dependent coverage is desired by the Employee, for any employee working over 30 hours per week with the following conditions:
- Equal or better coverage in the event that the Board chooses to change.
 - Blue Select at a 100/70% fee structure and a co-pay of \$30.00.
 - Blue Choice at a 100/80% fee structure and a co-pay of \$25.00

Employee premium contributions shall comport with the requirements of Chapter 78, except for Aides as set forth herein.

The parties specifically agree that all new hires up to 6/30/2006 shall be placed in the Blue Choice program upon hiring (i.e., those employed for the first time by the district). Such new employees shall be required to remain in the Blue Choice program for at least 3 years, at which point each may select Blue Select at the employee's option.

All teachers assistants employed before June 30, 2011 are eligible to receive POS health benefits.

Effective July 1, 2013, co-pays are modified as follows:

- (i) POS: increase ER co-pay from \$35 to \$100
- (ii) PPO: increase ER co-pay from \$35 to \$100

Effective July 1, 2013, the Board shall establish a Health Reimbursement Fund (the "Fund") for the purpose of reimbursing employees the amount of the increase in their out-of-pocket co-pays reference above (PPO \$20 TO \$30; PPO ER from \$35 to \$100; POS \$10 to \$25; and POS ER \$35 to \$100) to a maximum of \$25,000 per year of the Agreement (July 1 though June 30). The \$25,000 shall not be cumulative from year to year and any unexpended balance in the Fund as of August 15th of each year shall be deemed forfeit and returned to the Board. Fund proceeds shall be distributed according the following process: (i) employees seeking Fund reimbursement shall submit appropriate written receipt(s) evidencing the amount of co-pay paid, the name of the employee making payment, the date of payment, and the name of the health care provider/health care facility receiving payment; (ii) employees seeking Fund reimbursement shall submit all of their written receipts to the Human Resources Department no later than June 30th of the school year in which the co-pay was made in one single submission per employee on a form to be provided by the Board ("Employee Submission"); (iii) a tally of all Employee Submissions shall be calculated; (iv) in the event that the total amount of the Employee Submissions does not exceed \$25,000, each employee that sought Fund reimbursement shall be reimbursed 100% of the amount that his/her out-of-pocket co-pay payments increased as referenced above; (v) in the event that the total amount

of the receipts submitted exceeds \$25,000, fund proceeds shall be divided on a proportionate basis equally among those employees that submitted proper receipts; (vi) Employee Submissions received after June 30th of the school year in which the payment was made shall be ineligible for Fund reimbursement; (vii) there shall be only one (1) Employee Submission accepted per employee per year and no modification, amendment or addition shall be allowed; and (viii) employees seeking Fund reimbursement shall receive payment by August 15th. The Board reserves the right to verify the authenticity of any receipt provided in any Employee Submission.

The Fund shall be available for the 2014/15 school year

Effective July 1, 2013, on an annual basis, an Employee who is eligible for dependent coverage may elect to waive coverage and receive payment limited to 25% of the amount saved or \$5,000, whichever is less, upon meeting the following conditions:

1. Employee must provide proof of insurance coverage under an alternate medical plan.
2. The waiver form must be submitted to the Personnel Department in accordance with the schedule provided. Each waiver will be effective for one year and must be renewed each year if a continued waiver is desired.
3. Waiver payments shall be paid by the Board in June of the school year in which health benefits were waived, so long as the employee is still employed.
4. Employees may re-enroll in the dependent plan during open enrollment periods or as the result of some other qualifying event*.
5. Employees who waive District coverage and subsequently wish to re-enroll must submit a completed application to the Business Office.

*Examples of qualifying event: Exhaustion of COBRA coverage, termination of employment or coverage eligibility under spouse's health plan; loss of coverage eligibility in spouse's health plan due to a reduction in the spouse's work hours, divorce or legal separation, death of the employee's spouse; termination of the spouse's plan coverage.

Effective no later than July 1, 2013, a Section 125 Plan will be available for employee.

Effective July 1, 2013, all new hires shall be required to work thirty (30) or more hours per week in order to be eligible for health benefits.

Employees (except for Aides as set forth herein) hired prior to June 30, 2013, that work between twenty (20) and thirty (30) hours per week and who were receiving health benefits as of June 30, 2013, shall be grandfathered for the purposes of health insurance eligibility, subject to the Chapter 78 contribution.

Category II and IV Aides (as defined in Section 4.1(c)). shall be ineligible for the waiver payment. Aides receiving POS health benefits shall be required to contribute to health benefits 8.50% of the cost of their POS health insurance premiums.

Duplicate plan coverage: The parties also specifically agree that in instances where more than one eligible family members is employed by the Board, such as a husband and wife, or parent and minor child; multiple plans will not be provided. Employees may elect which family member is considered the employee and all eligible family members will be covered under the appropriate type of plan such as husband wife, or family.

Beginning 7/1/2006, all new employees will be enrolled in Blue Choice and remain there. Employees starting on or after 7/1/2006 may elect to participate in Blue Select for an annual contribution of:

\$750 for single coverage,
\$850 for HW or PC coverage's, and
\$1,000 for family.
Other HMOs are available at the difference in costs between Choice and the other plans.

The parties expressly acknowledge that the issue of eligibility for medical benefits (i.e. 30 hours per week threshold) was discussed in bargaining. The Board expressly reserves its right to adopt appropriate resolutions modifying this threshold as non-negotiable. The MEA reserves the rights to challenge such resolutions as negotiable.

(b) **Long Term Care Insurance** - the Board shall make available for employees to purchase at their own expense, an optional Long Term Care Insurance if available, through its then-existing insurance carrier, provided that the Board's experience rating does not impact on the overall premium to be paid by the Board for medical benefits.

5.2 **Dental.** The Board agrees to continue to provide the existing group dental insurance program for all Employees and Dependents, subject to Chapter 78 contributions.

Dental Insurance for Retirees - Dental insurance for retirees may be purchased through the Board's insurance carrier at the retiree's expense provided the retiree is eligible, the plan is available, the individual has 15 years of service with the Board, and is retired. The rate for said coverage shall be as determined annually by the Board."

5.3 The Board will provide benefits under Article 5 to the domestic partners of employees who have established a Registered Domestic Partnership through approved governmental agencies and can provide a "Certificate of Domestic Partnership" to the Board. If a domestic partnership ends, the employee must notify the Board in writing so that the Board may remove the former domestic partner and his or her dependents from all benefit plans they were receiving.

ARTICLE 6. ADDITIONAL DUTIES.

6.1 **Limitation.** Certificated professional employees shall not be required to perform any of the following duties as part of their employment or within the compensation provided for in Article 4:

- (a) chaperoning;
- (b) ticket selling;
- (c) ticket taking;
- (d) clean up;
- (e) ushering;
- (f) substitute for building administrators;

However, certified staff may be required to chaperone, take tickets, usher and/or supervise students present but not participating in the activity (not meant to regard students at a dance as "participating"), which may occur outside the normal school day, without additional compensation, provided that their duties do not require additional time beyond that specified in Article 9.3.

6.2 **Assignment to After-School Responsibilities.** Except to the extent that such activity is included in the normal responsibilities of his position, no Employee shall be required as part of his employment to serve as adviser, coach or supervisor, or in any similar role with respect to any student clubs, organizations or teams, or any similar activities, to the extent such activities are carried on outside normal school hours.

- 6.3 **Declining After-School Responsibilities.** When asked to accept an assignment described in Section 6.2, the Employee shall be told that he can refuse without prejudice. If the Employee accepts such an assignment, he shall be informed of the duties, responsibilities and stipend in connection therewith.
- 6.4 **Transporting Students.** Teachers shall not be required to drive students. A Teacher may do so voluntarily with the advance approval of his principal or immediate supervisor. He shall be compensated at the then-prevailing OMB rate for the use of his own automobile upon presentation of appropriate documentation as determined by the Business Administrator.
- 6.5 **Overnight Chaperone:**
- (a) Chaperoning staff who participate in overnight trips sponsored by the Board shall receive a stipend of \$100 per night Monday through Thursday for the duration of contract, and \$150 per night Friday, Saturday night and Sunday night for the duration of the contract. Such stipend shall be paid only if the staff member remains with the participants for the duration of the trip, provided said staff has received prior written approval from a person designated by the Board for that purpose.
 - (b) These stipends do not apply to trips outside of the United States.

ARTICLE 7. EMPLOYEES' WORK DAY, WORK WEEK , AND WORK YEAR

7.1 Teachers.

(a) **Responsibilities.** As professionals, Teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes.

(b) **Teachers Work Year, Vacations And Holidays.**

(1) Teachers. The work year and holidays for Teachers are as found in the adopted school calendar. It shall be a maximum of 187 days. In order to provide additional support, the Board will require all non-tenured certified staff to attend two days of in-service prior to the opening of school. The August in-service shall be for aligning the District's objectives and the individuals Professional Development Plans and will count toward the state required 100 hours of Professional Development.

An additional 4 Hours of In-service for teachers new to the profession may be required between September and June with no additional compensation.

(2) **Twelve-Month Guidance Counselors.** These employees shall follow the adopted Twelve-Month Calendar.

(3) **High School Guidance Counselors.** Except as set forth in 7.1, all High School Guidance Counselors, Psychologists, LDTC's and Social Workers may be asked to work voluntarily up to 10 workdays after the close of school and up to 10 workdays prior to the opening of school, with pay, at their contractual rate.

(4) Psychologists, LDTC's and Social Workers (Child Study Team members) may be required to work the five (5) work days immediately before and the five (5) workdays immediately after the required days for teachers with compensation to be paid in accordance with 4.2 (c). Volunteers may be sought prior to assignment of work in the sole discretion of the Director of Pupil Services or his/her supervisor. Child Study Team members shall be notified of assignment of work no later than May 15. No individual Child Study Team member shall be assigned work for more than two consecutive summers. Child Study Team members shall be assigned to work only on tasks included in their job descriptions.

(5) All other guidance counselors will follow the school calendar.

(6) **11 month positions:** When the board approves a position that is an eleven month certified position, it shall be paid over twelve months and will include twenty 20 days of work beyond the school calendar in either July and/or August. The employee will work for the remainder of the year under the ten month school calendar. The income should be considered pensionable. The amount for the additional work will be the amount negotiated for summer school. The Board and association agree that staff may not be transferred involuntarily into 11-month positions, but may be transferred out of 11-month positions into comparable 10-month positions.

(c) **Teachers' Vacations.** Vacations for Teachers are as set forth in the school calendar. Vacations for 12-month Certified Staff shall be 25 days plus the working days between December 25 and Jan. 1st.

(d) **In-School Workday.** The total in-school workday of Teachers shall consist of not more than four hundred forty (440) minutes, except as provided in Sections 9.1 and 9.2.

(e) **Arrival and Departure.** Except as provided in Sections 9.1 and 9.2, a Teacher shall not be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave only after students have been officially dismissed according to the building's dismissal plan. Once students are officially dismissed, teachers are no longer responsible for students re-entering school buildings. On days preceding holidays or vacations, the Teachers' day shall end at the close of the pupils' day, except on Thursday early closings.

(f) **Duty Free Lunch Periods:** Teachers shall have a daily duty-free lunch period of at least equal in duration to that of the students, as follows:

- (1) Elementary Schools - fifty (50) minutes
- (2) Middle Schools - forty (40) minutes
- (3) High School - one instructional period; except that all school nurses shall have fifty (50) minutes.

(g) **Leaving Building.** Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods or periods in which they are not involved with students, provided, however, that Teachers, as a matter of general practice, are expected to be available in the building during planning periods. Teachers shall notify the building administration or an office secretary, upon leaving and returning. Teachers are required to stay in their buildings during preparation time, which time shall be used for instructional purposes, unless approved by their Principal based on reasons associated with the teachers' preparation for their class. In cases of emergency, teachers may leave the building during preparation time, so long as the Principal gives his/her permission.

7.2 Secretaries: Work Year, Week, and Day.

(a) **Ten-Month Secretaries' Work Year.** The work year for ten month secretaries begins September 1 and ends June 30 each year according to the 10 month secretarial calendar. The work year shall be a maximum of 193 days, except one 10-month Secretary in each elementary school with two or more full-time secretaries and one in each middle school (to be selected by seniority in schools with more than one such secretary) will be available for work during the 10 working days prior to Labor Day. Each such Secretary who works during such period will be paid the normal daily rate for days actually worked prior to September 1.

Secretaries assigned to work outside the 10-month calendar during the summer shall be paid ten dollars (\$10) per day pro rata up to a total of \$100 in addition to their normal daily rate of pay for such days worked. The secretary has the option of taking the time as paid time or

substitute up to two (2) days compensatory time which may be used before/after a holiday with the approval of the supervisor.

- (b) **Twelve-Month Secretaries' Work Year.** The work year begins on July 1 and ends on June 30th each year. The work year for 12-month Secretaries shall be 260 work days, inclusive of vacation, sick and personal days.
- (c) **Eleven-Month Secretaries' Work Year.** The work year for 11-month Secretaries begins on July 1 and ends June 30th each year and shall not exceed 213 working days. The salary for this position shall be ten percent (10%) more than a ten-month Secretary. Eleven-month Secretaries shall be allowed eleven (11) days sick leave. All unused sick days shall accumulate.
- (d) 1 **Secretaries' Vacations (Ten-Month).** Vacations for Secretaries employed on a ten-month basis are as set forth in the Secretaries' calendar.

2 **Secretaries' Vacations (Eleven-Month).** Vacations for Secretaries employed on a eleven-month basis are as set forth in the Secretaries' calendar.

3 **Secretaries' Vacations (Twelve Month).** Paid vacations for Secretaries employed on a twelve-month basis shall be:

Time Completed Vacation Entitlement

Vacation Entitlement for secretaries:

Less than 1 year - One day per completed month of employment to a maximum of 10 days.

1-3 years	10 days
4-5 years	13 days
6-10 years	16 days
11-19 years	20 days
20-24 years	21 days
25+ years	22 days

In addition to the above, one family "holiday" day may be taken. This day must be taken between December 25th and January 1st and will not be considered one of the days in the above table.

- (e) 1. Notwithstanding any other provision of this Agreement, Secretaries and Technical Employees shall not be required to work on December 24 or December 31.
2. When schools are closed because of inclement weather or other emergencies, secretaries shall not be required to work. Such absence shall not be charged against any contractual time off.
3. School-based, twelve-month secretaries shall not work during holiday breaks when their school is closed.
- (f) **Workday:** A secretary's workday consists of seven (7) hours, exclusive of lunch period. The normal workweek shall be thirty-five (35) hours. Overtime shall be as per 4.7C.

7.3 Maintenance/Cust./ Reproduction Center Personnel.

- a. **Work year:** Buildings and Grounds personnel contracts begin on July 1 and end on June 30. The work year and holidays are as found in the adopted 12 month calendar. It shall be a maximum of 260 days.
- b. **Work week:** Full time Personnel shall work a minimum of 20 hours per week to a maximum of 40 hours Monday through Friday exclusive of lunch. Salaries for employees working below 40 hours per week is prorated to the actual time worked.

- c. **Work day:** the normal workday shall be eight (8) hours, not including a thirty (30) minute lunch break for maintenance-employees and sixty (60) minute lunch break for custodial employees.
- d. **Early closing days:** On early closing days (as set forth in the twelve-month calendar) the workday shall be five and one-half (5-1/2) consecutive hours with starting times scheduled by the head custodian, with approval of the Supervisor of Plant Operations, and any time worked beyond 5-1/2 consecutive hours on such days shall be compensated as set forth in section 4.8. Beginning with the day following the last school day for teachers and ending the day before the first school day for teachers (all as set forth in the school calendar) the normal workday shall be seven and one-half (7-1/2) hours not including lunch break, and the normal working day shall begin at 7:30 a.m., or in accordance with the non-summer work schedule as determined by the Director. On snow days when schools are otherwise closed, custodial/maintenance employees may be dismissed after satisfactory completion of snow removal duties as determined by the Supervisor of Building and Grounds.
- e. **Work Changes.** Any changes of work shifts for Maintenance-Custodians shall be made on a voluntary basis, or if no volunteer is available, then on an involuntary basis, in inverse order of seniority. Shift changes may be made in emergency situations on a temporary basis only; but may be made otherwise, for good cause.
- f. **Posting Work Schedules.** Work schedules showing shifts, workdays and hours shall be posted in each school and office.
- g. **Required Overtime.** Maintenance-Custodians may be required to work a reasonable amount of overtime. Overtime shall be arranged on an equitable basis.
- h. **Overtime Availability.** Overtime work shall be offered to Maintenance-Custodians in the positions to which the work relates, and will be distributed as equitably as possible among custodians who have indicated a desire to work overtime in any particular building and among maintenance staff in tasks outside an area of specialization. All overtime must be approved, in advance and in writing, by the school principle. Time sheets must be submitted for all work performed at home in order to eligible for overtime.
- i. Maintenance employees shall check in and out of the maintenance office at the beginning and end of each workday.
- j. Custodial employees shall check in and out with the Head Custodian or sign in or out in his/her absence.
- k. Maintenance/Custodian/Reproduction Center Personnel Vacations. Paid vacations for Maintenance-Custodians and Reproduction Center personnel shall be:

Time Completed	Vacation Entitlement
Less than 1 year - One day per completed month of employment to a maximum of 10 days.	
1-3 years	10 days
4-5 years	13 days
6-10 years	16 days
11-19 years	20 days
20-24 years	21 days
25+ years	22 days

In addition to the above, one family "holiday" day may be taken. This day must be taken between December 25th and January 1st and will not be considered one of the days in the above table.

7.4 Teaching Assistants/Aides: Workday, week and year.

- a. **Work year:** The contract for aides shall begin no sooner than the first day of school for teachers and end no later than the last day of school for teachers. Aides are employed and paid on an hourly basis for the actual number of days and hours scheduled and worked. The number of days required by the Board to be worked shall be reflected in a calendar for aides distributed by May 1st annually for the following year, but shall be no less than the number of days for students or three less than the number of days scheduled for teachers, whichever is greater.

- b. **Work day:** The normal workday for a full-time Teaching Assistant shall be a minimum of four (4) hours per day, the time stated in each Teaching Assistant/Aide's contract, exclusive of a lunch period.
- c. **Lunch:** Each full time Teaching Assistant/Aide shall be entitled to a lunch period equal to that of the teacher he/she is assigned to work with. A Teaching Assistant/ Aide who is not assigned to any teacher, or is assigned to more than one teacher, shall have a lunch period of not less than forty (40) minutes.

7.5 Security Personnel

- a. **Work year:** The work year and holidays for Security personnel are as found in the adopted school calendar. It begins on the first day of the school year and ends on the last day of the school year for students. It shall be a maximum of 187 days.
- b. **Work week:** Full time Security Personnel shall work a minimum of 20 hours per week to a maximum of 37.5 hours exclusive of lunch. Time worked below 37.5 hours per week is prorated to the actual time worked.
- c. **Work day:** The maximum hours worked per day which reflects an 7.5 hour day
- d. **Lunch:** Security working more than 4 hours per day will be entitled to a thirty (30) minute lunch.

7.6 Technical Employees and Computer Technology Analysts

- a. **Work year:** The work year and holidays for technical employees are as found in the adopted 10-month secretarial or 12-month secretarial contract depending on their individual employment contract. The year begins on the first day of their employment calendar and ends on June 30th.
- b. **Work week:** Full time Technical Personnel shall work a minimum of 20 hours per week to a maximum of 35 hours exclusive of lunch. Time worked below 35 hours per week is prorated to the actual time worked.
- c. **Work day:** The maximum hours worked per day reflect 7 hours exclusive of lunch.
- d. **Lunch:** Technical personnel working more than 4 hours per day will be entitled to a thirty (30) minute lunch
- e. **Technical Employees' Vacations:** Paid vacations for 12 month Technical Employees shall be the same as the schedule in 7.2(e).

ARTICLE 8. EMPLOYEES' WORKLOAD AND RELATED MATTERS.

8.1 Teachers.

- (a) **Current Practice.** The Board agrees to negotiate any substantial change in current practice in hours and load at the elementary, middle and high schools prior to implementation thereof, during the terms of this Agreement.
- (b) **Lesson Plans.** Teachers shall maintain lesson plans that shall be made available to the building administration upon individual request. Teachers shall provide substitutes with lesson plans.
- (c) **Subject Area Limitations.** Teachers of seventh and eighth grade and high school teachers shall not be assigned to teach in more than two departmental areas, nor shall they be assigned to more than three distinctly different courses within or across the departmental areas; provided that the limitations contained in this subsection shall be waived for a school year or portion thereof when curriculum and scheduling so require, as determined by the principal after consultation with the department chairperson (or subject matter leader in the middle school) and the Teacher, and by the Superintendent; and provided, further, that in no event shall any such Teacher be required to teach more than four distinctly different courses. This subsection shall not apply to the alternate programs.
- (d) **Consecutive Period Limitations.** High School teachers shall not be scheduled to instruct more than three (3) classes or two (2) double period classes consecutively. Middle School teachers shall not be scheduled to instruct more than four (4) classes or two (2) double period classes consecutively. This provision applies only to classes that meet on a daily basis and exceptions are permitted with Teacher approval.

(e) **Elementary Planning Time.** All EC-5 teachers shall be guaranteed a minimum daily preparation or planning period of forty (40) minutes, and not less than two hundred (200) minutes per week. The planning or preparation period of forty (40) minutes herein shall be consecutive whenever possible at the discretion of the Board.

(f) **Substitutes.** The Board will attempt to provide qualified substitute teachers for absent Teachers. If a substitute is not furnished, the Board agrees to compensate teachers who voluntarily substitute in place of the absent Teacher at the following rate per period or fraction thereof worked as a substitute according to the following:

	Losing Planning/Lunch	Other
Year 1:	\$35.00	\$25.00
Year 2:	\$35.00	\$25.00
Year 3	\$35.00	\$25.00

When up to a full day is required of one teacher, the payment will be the highest per diem substitute teacher rate.

(g) **Notice.** Teachers, including newly appointed teachers, shall be given notice of their building, class or subject assignments for the coming year as soon as practicable after such assignments shall have been determined. If such assignments shall be changed after such notice has been given, notice of such changes shall be given promptly in writing thereafter to the teacher involved.

(h) **Alternate Forms of Scheduling** - The parties agree that the Board at its discretion may implement a workday schedule other than that which comports with subsection (a) through (e) above shall not apply when such a "block schedule" is implemented."

When block scheduling applies, the length of a workday for classroom teachers shall not exceed an average of 440 minutes per day including preparations and duty free time, and shall otherwise be consistent with the "pupil contact time" defined below. This does not include activities such as faculty, department and grade-level meetings, back -to-school nights, evening parent conferences and other similar meetings.

Effect of Block Scheduling - When the Board implements block scheduling at any location, such implementation shall not affect the total load or hours of the staff involved; rather the scheduling merely rearranges the order of those duties, either instructional, planning, or supervisory. There shall be no more than two blocks consecutively not to exceed a total of 180 minutes. The MEA reserves the right, as always, through the regular grievance procedures, to grieve what it perceives to be any change or inequity created by block scheduling.

(i) **Pupil Contact Time:**

- (a) Pupil contact time is defined as the number of scheduled class minutes to which a teacher is assigned classroom instruction and/or supervisory duties. It specifically excludes homeroom and the ten (10) minutes before and twenty (20) minutes after school. The pupil contact time for classroom teachers assigned to the high school and the middle schools shall not exceed 1250 minutes per week and 1500 minutes per week at the elementary school, averaged over the school year.
- (b) A full teaching load is considered the equivalent of 5 full classes per day at the high school and middle school level, and the equivalent of 6 full classes per day at the elementary level. An extra class taught at the middle school or high school in all subject areas will receive 1/5 of the person's FTE salary as additional compensation. An extra class taught at the elementary level in all subject areas will receive 1/6 of the person's FTE salary as additional compensation.
- (c) Effective for the 2013-2014 school year, all High School teachers shall teach five (5) periods and will not be assigned a duty/supervision period. In place of a duty, teachers shall be provided with an additional preparation period reserved for collaborative planning. Teachers of ELA, Math, Science, and Social Studies will have a class size limited to 24 students. Such teachers may volunteer and be scheduled to teach additional students (class size of 25 or more), subject to the approval of the Principal. Each teacher will receive a stipend of \$1,000.00 for each class that has over 24 students with a total instructional cap of 150 students (over five periods). The stipend for additional students (class enrollment over 24) shall be paid at the

conclusion of the school year based on the additional students being enrolled in the course for at least 50% of the time.

(d) **Pupil Contact time:** Planning time shall total an average of 200 minutes per week

(j) Whenever the minimum preparation/conference time is not provided for reasons other than the exceptions listed in this Article, the teacher affected shall be compensated for said time on the basis of a pro rata share of the current planning time coverage rate pay under Article 8.1 (f). Exceptions to preparation conference time at the elementary and secondary levels shall be:

1. Abbreviated days
2. Parent conference days
3. Shortened days
4. Field trips
5. Conference attendance or visitation
6. Special assembly programs
7. Schedule adjustment made for field days or other activities
8. Conferences with supervisors (one-day notice)
9. Sudden illness or inadequate notice of absence by staff

(k) **High School AP Classes:** For the 2009-10 school year, a stipend of \$1,800 will be paid for AP courses assigned beyond one for English, Social Studies, Science and Math teachers. If a teacher is assigned three or more AP courses, they shall receive the stipend and be reduced one teaching period if assigned over three or more periods. Other content areas are specifically excluded from the stipend and reduction unless the number of students scheduled for AP is greater than 20 per assigned period.

No more than four may be assigned without staff permission. For assignments made prior to 10/1, the stipends will be paid retroactively to 9/1 and would be considered pensionable. All salary is prorated for the year for assignments made after 10/1 and is non-pensionable unless otherwise allowed by law.

(l) **On-Line Courses:** When the Board assigns a course that will be taught primarily on-line, the guidelines for on-line courses agreed upon during this negotiations will serve as the basis for workload and responsibilities. These include: (1) The first time an on-line course is taught, staff will be assigned no more than two full-year on-line sections as a part of their normal load. Each on-line section will count as a regular teaching assignment, and (2) determination of class size will be based on the pedagogical and budget considerations of the district budget, but student enrollment for each section shall be maintained at the close approximate level of comparable traditional courses in the same department.

(m) **National Board Certification** - An amount of \$2,400 will be added to an employee's base salary if the certification is in the teaching area or working certificate assigned. National Board program expenses will be allowable under tuition reimbursement.

8.2 Secretaries.

(a) **Changes.** The Board agrees to negotiate with Secretaries and the Association with respect to any substantial changes in hours and load for such Secretaries, prior to the implementation thereof, except for emergencies or other good cause.

Changes in Annual Employment Schedule: In the event the Board exercises its authority to change a secretary's annual employment schedule (e.g. from ten (10) months to eleven (11) months or twelve (12) months, or from twelve (12) months to eleven (11) months or ten (10) months, the Board shall provide the affected secretary with notice of such change no less than forty-five (45) days prior to the effective date of such change. Notice shall not be required in the case of voluntary requests for a change in the secretary's annual employment

schedule, changes resulting from a reduction in force and or change resulting from the termination of a secretary.

- (b) **Job Description.** Job descriptions for secretaries shall be maintained in each school building and the Central Office. Departures from the duties set forth in the job descriptions shall be for emergencies only.
- (c) **Assignment Changes.** Any Secretary whose assignment for the coming contract year will be changed from the current contract year, shall be notified in writing of such changed assignment promptly after the changed assignment shall have been determined.

8.3 Maintenance-Custodians.

(a) **Changes.** The Board agrees to negotiate with Maintenance-Custodians and the Association with respect to any substantial changes in hours and load for such Maintenance-Custodians prior to the implementation thereof, except for emergencies or other good cause.

(b) **Job Descriptions.** Job descriptions for Maintenance-Custodians shall be maintained in each school building and at the Central Office. Departures from the duties set forth in the job descriptions shall be for emergencies only.

(c) **Excluded Maintenance.** Maintenance-Custodians shall not be required to maintain the personal possessions of Board staff.

(d) **Uniforms.** (1) Newly employed custodial or maintenance employees shall receive four (4) uniforms after one month under contract. These uniforms are to be worn during working hours. The Board will also grant a \$100 allowance for safety shoes to each new employee, provided such shoes are purchased and worn during working hours. After the first year of employment, each custodial/maintenance employee shall have an annual allowance for the purchase of additional and replacement uniforms, winter jackets and shoes. The annual uniform allowance shall be: \$325 in Year 1; \$325 in Year 2; \$325 in Year 3. The annual safety shoe allowance shall be \$100 in Year 1; \$100 in Year 2; \$100 in Year 3.

Uniforms and jackets shall be purchased through the Department of Buildings and Grounds, in accordance with a price list posted in the Department Office. Shoes may be purchased independently and reimbursement, up to the amount available in the employee's uniform allowance account, shall be made upon the submission of a sales receipt.

(2) The Board will continue to make available foul weather gear as previously provided by the Board.

(3) Safety gear shall be used as provided by the Board of Education in compliance with safety regulations.

8.4 Teaching Assistants/Aides.

(a) **Job Description.** The Board agrees that a current job description for Teaching Assistants/Aides shall be distributed to each school Teaching Assistant/Aide with the Teaching Assistant/Aide contract or at the time of employment. The Board agrees to consult with Teaching Assistants/Aides covered by a particular job description and the Association prior to any revision of it.

(b) **Teaching Assistant Assignment & Supervision.** (1) The Board agrees that no later than one week prior to the opening of schools each Teaching Assistant (except for Teaching Assistants hired within the two weeks prior to the opening of school) shall receive notice from the principal of the building to which said Teaching Assistant has been assigned for the purpose of discussing assignments and work schedules. The employee, if he/she requests, shall be entitled to a meeting with the principal regarding the assignment.

(2) The Board Agrees that Teaching Assistants/Aides will not be used to replace any certificated staff members in existing certificated positions (a Teaching Assistant who is certificated, however, may apply for openings for certificated positions) and except in an emergency, no Teaching Assistant/Aide shall replace a certificated staff member in the classroom. The regu-

lar duties of Teaching Assistants/Aides shall be confined solely and exclusively to such duties as would assist certificated Employees and administrators in the performance of their respective duties. Teaching Assistants/Aides serving in an instructional capacity shall be under the direct supervision of the classroom Teacher(s), but may be given other assignments by the principal after consultation with the classroom Teacher and Teaching Assistant. Further, Teaching Assistants/Aides in other categories shall be under the supervision of building principal or supervisor. Teaching Assistants/Aides may participate in staff development programs at the direction of the principal or appropriate supervisor.

- (c) **Teaching Assistants/Aides** who are certified as teachers and who upon request of the Board, act as substitute teachers shall be paid their regular rate of pay as an Teaching Assistant plus \$73.62 in Year 1; \$75.60 in Year 2; \$77.49 in Year 3.

8.5 Security Personnel.

- (a) **Changes.** The Board agrees to negotiate with the Association with respect to any substantial changes in hours and load for Security Personnel prior to the implementation thereof, except for emergencies or other good cause.
- (b) **Job Description.** Job descriptions shall be distributed to each Security employee with the annual contract.
- (c) **Security Personnel Uniforms.** The Board shall provide a jacket and/or shirt upon employment, bearing the designation "Security" to each officer to be worn by said officer at times and occasions directed by the Board. In addition, annually the board will provide re-imbusement for approved uniform expenses in the amount of \$325 in Yr. 1, \$325 in Yr. 2, and \$325 in Yr. 3 of the contract. The board will also provide a bi-annual shoe reimbursement of \$100 beginning with the second year of employment.

8.6 Technical Employees & Computer Technology Analysts.

- (a) **Changes.** The Board agrees to negotiate with the Association with respect to any substantial changes in hours and load for Technical Employees prior to implementation thereof, except for emergencies or other good cause.
- (b) **Job Description.** Job descriptions shall be distributed to each Technical Employee with the annual contract.

ARTICLE 9. MEETINGS AND RELATED MATTERS.

- 9.1 **Faculty Meetings.** Teachers may be required to remain after the end of a Monday workday, without additional compensation, for the purpose of attending general faculty meetings or faculty in-service, on two Mondays of each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes; except in cases of an emergency involving the health and safety of students and Teachers, when, if additional time is needed, students shall be dismissed early. Except in case of emergency, Mondays shall be designated as the only day for general faculty meetings. There shall be two additional meetings up to 60 minutes each for elementary teachers each month beyond those provided for in this section. They may be before or after school and will be for the purposes of parent conferences.
- 9.2 **After-School Responsibilities.** The departure time set forth in Section 7.1(c) shall not apply in the event of general faculty meetings called in accordance with Section 9.1 department meetings or after-school activities such as clubs and parent and student conferences. It is the professional responsibility of Teachers to be available beyond the regular departure time for after-school help for students if needed. Such professional responsibility shall include accessibility by parents of students assigned to said teacher's class, including the establishment of appropriate means for access by parents to teachers by way of telephone or individually scheduled conferences, on an as needed basis, without additional compensation. The parties further agree to meet and confer during the life of the agreement to address and resolve any security concerns of the Association as they relate to this provision.

9.3 Evening Meetings.

- (a) Teachers shall not be required to attend more than three (3) evening meetings or evening assignments without additional compensation.
- (b) In addition to the meetings set forth in Subsection 9.3(a), one meeting per year for scheduled parent-teacher conferences may be held, without additional compensation, but on the day scheduled for such conferences school shall close after the district's abbreviated day.
- (c) In addition to the meetings set forth in Subsections 9.3(a) and (b), one meeting per year for conferences involving parents may be held without additional compensation, but only if the Board, upon recommendation of the Superintendent following his/her consultation and discussion with the Association President and/or his/her designee, shall determine that the needs of the district so require. On the day of such conferences, school shall close after the district's abbreviated day.
- (d) Non-teaching certified staff members shall be compensated for meetings beyond those in (a) to (c) above at their regular hourly rate of pay.

- 9.4. **Agenda for Meetings.** Notice of, and the agenda for any faculty meeting shall be given to the Teachers involved at least one day prior to the meeting, except in an emergency. Teachers shall have an opportunity to suggest items for the agenda.

Association Participation. An association representative may participate in a faculty meeting as set forth in Section 20.3.

ARTICLE 10. VOLUNTARY TRANSFERS/REASSIGNMENTS.

- 10.1 **Posting Vacancies.** The district shall within three weeks of the final adoption of the budget deliver to the association and post in all school buildings a list of the known vacancies and those which are expected to occur during the following school year. The list shall be updated through the last full Friday in the school year.
- 10.2 **Application.** Employees who desire a change in instructional grade and/or subject assignment or who desire a transfer to another building or location may file a written statement of such desire with the Superintendent. Such statements shall include the grade and/or subject and/or assignment to which the Employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted initially not later than April 1 and thereafter within two weeks after the vacancy in question is posted on an updated list referred to in Section 10.1 but in no event later than one week after the last full Friday in the school year.
- 10.3 **Treatment of Requests.** Decisions with respect to transfers shall be made by the Board in its sole and absolute discretion. Upon written request an Employee shall receive written reasons for a request for transfer which has not been granted.
- 10.4 **Visitation.** Unless it is disruptive of an Employee's existing job assignment, an Employee to whom a notice of transfer has been given shall, upon request to his supervisor, be afforded one day during the school year (or work year, as the case may be) to visit the building (or work site) to which he is being transferred.

ARTICLE 11. INVOLUNTARY TRANSFERS/REASSIGNMENTS.

- 11.1 Notice. Notice of intention to recommend a transfer or reassignment shall be given to the affected Employee confidentially and in writing prior to action by the Board.
- 11.2 Conference. When a transfer or reassignment is considered by the Employee to be involuntary, he/she may have, upon request, a meeting with the Personnel administrator at which time the individual shall be notified of the reason(s) for the transfer or reassignment. At the conclusion of this meeting, upon request of the individual, the Superintendent shall meet with him/her.

11.3 Transferee's Status. An Employee being involuntarily transferred or reassigned shall be placed where possible in an equivalent position, i.e., one which, among other things, does not involve reduction in rank or in total compensation.

11.4 **Determination of Transfers.** Decisions with respect to transfers and reassignments shall be made by the Board in its sole and absolute discretion.

11.5 **Visitation.** Unless it is disruptive of an Employee's existing job assignment, an Employee to whom a notice of transfer has been given shall, upon request to his supervisor, be afforded one day during the school year (or work year, as the case may be) to visit the building (or work site) to which he is being transferred.

ARTICLE 12. MENTORING, TUTORING, MISC. ENTITLEMENTS

12.1 Mentoring.

- (a) The Board will post the process for applying for mentoring positions yearly as prescribed by the Mentoring Plan. A copy of the Mentoring Plan will be available in each building for reference.
- (b) A teacher who serves as a Mentor-Teacher shall be required to provide weekly support for the novice teacher as set forth in the job description.
- (c) A teacher who serves as a Mentor-Teacher shall be compensated at the rate set by the New Jersey Department of Education for such service.
- (d) No Employee shall be assigned involuntarily to serve as a mentor for a novice teacher if there are volunteers available for this duty who are deemed qualified by the Board. If an Employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again to such duty until all other Employees deemed qualified by the Board have been assigned. No Employee shall serve as a mentor to more than one (1) provisional teacher at a time.
- (e) Mentors and Novice Teachers shall be allowed a minimum of three (3) class periods of substitute coverage each in order to engage in collaborative activities with the novice teacher providing that there is internal coverage available on the day of the class visit.
- (f) The Board will provide training for mentors during regular teacher in-service days or at other times during the teacher's regular contractual hours. Any approved mentor shall be required to attend such assigned training unless otherwise excused by the Superintendent or designee. Training may be provided outside contractual time for in-service credit approved in accordance with board policy, or for employees at the MA+30 or Doctoral level, as time compensated at the teacher hourly rate.

12.2 Tutoring.

Ten percent of the overall District certified staff may be assigned up to 4 students for daily tutoring during one period of the regular school day in lieu of a duty period. A teacher may be assigned tutoring for the equivalent of one half of the school year. When so assigned, no other duty assignment will be given on the other days. For example, a teacher may work every other day for the entire school year with not duty assigned the off days, or another teacher may tutor every day for one full semester with the second semester having no duty assigned. The administration will not assign the same staff to the tutoring every year if it is against the wishes of the staff member (this does not apply to volunteers). If, for example, there are 490 certified staff full time equivalents in the association, then 49 certified staff may be assigned tutoring in the middle school.

12.3 Vacation Eligibility:

All Twelve Month Employees: Vacation eligibility for any twelve month employee (i.e. secretary, custodian, technical, 12 month certified, etc.) shall commence as of the first day of their contract year as indicated in the approved calendar for their position. Vacation times shall be requested through their supervisors in accordance with the form provided. Earned vacation time shall be available for use immediately upon accumulation.

12.4 Estate Payments:

Earned Vacation time shall be paid to estate of deceased employee at the per diem rate.

ARTICLE 13. LEAVES.

13.1 Sick Leaves.

(a) Definition. Sick leave is hereby defined to mean the absence from his post or duty of any Employee because of personal disability due to illness, injury or exclusion from school by the school districts medical authority on account of contagious disease.

(b) Coverage. (1) Employees employed on a ten-month basis as of Sept. 1st are allowed ten (10) days of sick leave per year.

(2) All Employees working on a twelve-month basis are allowed twelve (12) sick days of sick leave per year as of July 1.

(3) All unused sick leave shall accumulate.

(4) The above Employees who begin initial work after the start of their full work year will receive a pro-rata number of sick days.

(5) Additional Days

Upon recommendation by the Superintendent, the Board may grant additional sick days to those who have been employed in this District ten years or longer when the Employee has exhausted his or her accumulated sick days and will be in need of more days. These days shall be calculated according to the following: a maximum of three additional days for each year of service in Montclair.

(6) Return from Sick Leave.

Any Employee who has been absent for a period longer than five (5) consecutive working days must present a release from his physician indicating his ability to resume regular duties in full or to what extent duties may be resumed. This release shall be given to the immediate supervisor. The Board may require additional examination by its physician.

(7) Notice of sick days

Not later than October of each year, each Employee shall be apprised of the number of accumulated sick days he has. This number should be tabulated as of July 1 and include the days for the coming year.

(8) **Sick Pay Plan.** Eligible Employees, upon retirement, shall receive pay for accumulated and unused sick days as follows:

(i) to be eligible, Eligible Employees shall have terminated employment by reason of retirement, following at least twenty (20) consecutive years employment by the Board and must have accumulated and unused sick days in excess of 25 days;

(ii) payment will be made for actual accumulated and unused sick days up to a maximum of:

	<u>Max days</u>	<u>Non-cert Rate</u>	<u>Cert. Rate</u>
Year I:	115	\$66.00	\$108.00
Year II:	115	\$66.00	\$108.00
Year III:	115	\$66.00	\$108.00

13.2 (a) **Out of District Sabbatical Leaves:** Eligibility, etc.: Subject to, and only in accordance with, the provisions of the Board's Sabbatical Leave Policy in effect immediately prior to May

18,1981, of those Employees applying for Sabbatical Leave and having been determined by the Board to be qualified, a minimum of one per year shall be granted.

- (b) **In-District Sabbatical Leaves:** Provided a teacher satisfies the eligibility requirements and conditions under subsection (a) above, such teacher may be granted an in-district sabbatical for up to one year for such purpose(s) as is determined by the Board, including but not limited to the following: (1) developing and demonstrating teaching methods to peers; (2) researching and developing specific lessons based upon district needs and current research; (3) scheduling visits to teacher's classrooms and teaching lessons which demonstrate various teaching techniques while the regularly assigned staff person(s) observe the lesson; (4) assisting teacher(s) in developing lessons).
- (c) **Teacher Exchange:** Provided the teacher satisfies the eligibility requirements and conditions under subsection (a) above, and with the consent of the staff person(s), the Board may arrange for a teacher exchange with another school district for up to one year. Upon implementation of the exchange, the staff person(s) assigned from both the sending District and the receiving District shall retain their respective salaries and benefits from the originating districts. As a condition of any teacher exchange, the participating District and employees must guarantee that employment contracts would not be offered or accepted in the exchange districts for two years without the mutual consent of both Districts and the exchanged employees.

13.3 **Personal Leave.** Personal leave is available to employees as follows:

- (a) **Bereavement Leave.** A maximum of five (5) work days in a work year for death in the family.
- (b) **Illness in the Immediate Family.** A maximum of five (5) workdays are granted to staff at time of employment. Each year three (3) days will be granted by the Board; however in no event shall an employee be entitled to more than five (5) such days in a year.
- (c) **Personal Days.** (1) Personal Days are available upon proof of need and only when others in the same employment category are not expected to be absent. These days are available to Employees included in Article 2.1 (see form B-57, Appendix G).
 - (2) Unused Personal Days. All unused days, categories 3, 4 and 5 will be credited to the sick leave accumulation for each employee after each June 30.
- (d) **Earned Bonus Day.** In the event that none of the sick days allowed per year set forth in section 13.1 are used by an Employee, that Employee shall have one earned Bonus Day which may be used only in the following year. No reason need be given by the Employee wishing to take the Earned Bonus Day. (Form B-57, Appendix G is to be used for these days.) In conjunction with an earned bonus day, if family illness days have also not been used, the employee also shall receive a bonus of \$100 in addition to the bonus day.
- (e) **Procedure for Earned Bonus Days.** An Employee need not obtain prior approval before taking his Earned Bonus Day; he shall, however, give at least 24 hours prior notice, and may be required to defer taking his Earned Bonus Day, if more than ten percent (10%) of the same category Employees in his building will be absent on that day. In categories where there are fewer than ten Employees, only one Employee will be permitted to take such Bonus Day at any one time and only on those occasions when others in such a category are not expected to be absent.

ARTICLE 14. EMPLOYMENT PROCEDURES.

14.1 **Contract Notice.** All employees shall be notified of their contract and salary status for the ensuing year not later than May 15th of each year.

14.2 **Termination Notice.** Notice of termination of employment shall be given an Employee, and an Employee shall give notice of resignation, in both cases as follows: Teachers - sixty (60) days; all others - fourteen (14) days.

- 14.3 **Termination Pay.** Upon termination of employment, earned vacation shall be paid according to the proportion of the full months worked by the Employee to the total months in the Employee's normal work year.

ARTICLE 15. DISMISSAL, DISCHARGE AND DISCIPLINE

- 15.1 **Hearing and Notice.** Whenever an Employee is required to appear before the Board, or any committee or designated representative thereof concerning any matter which would adversely affect the continuation of that Employee in his employment, he shall be given prior written notice of the reasons for such hearing and shall be entitled to have a chosen representative of the Association present to advise him and represent him during such hearing. Said notice shall be given an individual at least five (5) days prior to such hearing.
- 15.2 **Non-certificated, Non-tenured Dismissal Procedure.** In the case of the dismissal or discharge of any Employee holding a non-certificated position (not currently covered by tenure), said Employee upon request will be given a statement of reasons in writing for such dismissal or discharge. Upon receipt of the written reasons provided upon request, the Employee shall be entitled to a Stage III Grievance hearing. Such Employee shall have the right to appeal an adverse decision at Stage III to Stage IV, provided, however, that any arbitrator considering the grievance shall not reverse or modify the action of the Board in dismissing or discharging such employee unless such arbitrator shall find that there was no just cause for the action of the Board. The decision of the arbitrator, if made within the scope of his authority as set forth in this Agreement, shall be binding.
- 15.3 **Certificated Non-tenured Dismissal Procedure.** In the case of the dismissal or discharge of any Employee not under tenure holding a certificated position, who has been provided with sixty (60) days' paid notice, such decisions shall be subject to challenge.
- 15.4 **Reprimand.** The parties agree that as a matter of practice, any reprimand by a supervisor/administrator of an Employee with respect to the performance of the Employee in his employment shall be made in confidence and not in public.

ARTICLE 16. PROMOTIONS AND VACANCIES.

- 16.1 **Posting.** Promotional Positions are all positions paying a salary differential and positions on the administrator-supervisory level of responsibility. All vacancies for Promotional Positions shall be adequately publicized by the Superintendent in accordance with the following procedure:
- (a) **During School Year.** When school is in session or when the Employees are required to work, a notice shall be posted in each school building office as far in advance as practicable, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by the applicant that the application is withdrawn or until two years have elapsed.
- (b) **During Summer.** Employees who desire to apply for Promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Personnel Office on forms to be circulated by the Personnel Office prior to the summer recess. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time period, post a list of Promotional Positions to be filled during the summer period at the

administration office, in schools which are open, with a copy of said notice and circulation.

(c) **Content of Notice.** The qualifications, salary, months of employment and required for the Promotional Position, shall be clearly set forth.

(d) **Procedure.** All qualified Employees shall be given adequate opportunity to not be filled until all properly submitted applications have been received. Each applicant not selected shall, upon request, receive an explanation from Announcements of appointments shall be made by posting a list in the office of the administration and in each school building or office and notice shall be given to the Employees. The list shall be given to the Association and shall indicate which positions have been filled.

16.2 **Summer School Positions.** Vacant positions in the summer school program (new positions or those where a teacher from the prior year is not returning) shall be posted as soon as they are known and the Personnel Office is able to prepare notice.

ARTICLE 17. REDUCTION IN FORCE AND REEMPLOYMENT.

17.1 **Applicability.** The parties confirm that the Board of Education has the right to make reductions in force pursuant to N.J.S.A. 18A:28-9 *et seq.*, and the procedures established by that statute and the regulations promulgated thereunder shall apply to tenured certificated Employees and the provisions of this Article 17 shall not apply to tenured certificated Employees but, to the extent set forth herein, to (a) tenured non-certificated Employees and, (b) other Employees who at the time of any dismissal resulting from a reduction in force shall have completed three (3) consecutive calendar years of employment by the Board.

17.2 **Seniority.** To the extent not inconsistent with the regulations of the Commissioner of Education, the parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive employment by the Employee in the district, and with experience in the district in the position from which he was dismissed by reason of the reduction in force.

17.3 **Seniority in Dismissal.** Employees dismissed by reason of a reduction in force shall be dismissed in inverse order of Seniority from their respective positions.

17.4 **Preferred Eligible List.** An Employee dismissed by reason of a reduction in force shall be entitled to be placed and to remain upon a preferred eligible list in order of Seniority, for reemployment whenever a vacancy occurs in the position from which such Employee was dismissed; such Employee shall be reemployed by the Board if and when such vacancy occurs.

17.5 **Definitions.** For the purposes of this Article 17 "position" shall mean:
(a) for certificated teaching staff members, any position in which such Employee had actual teaching experience in the district, at either the elementary, middle or high school levels, and for which such Teacher is certificated; and
(b) for all other Employees to whom this Article 17 applies, any position in which such Employee actually had work experience in the district and for which the Employee possesses the required qualifications and skills as set forth in the job description for the position.

Recall Notice. Notice of vacancies in positions to which this Article 17 is applicable shall be given to those Employees on the preferred eligible list in order of Seniority within a reasonable time (not more than fifteen (15) days) after such vacancy occurs and such Employee shall have a reasonable period of time (but not to exceed thirty (30) days after receiving notice) in which to give the Board notice of his intent to return to the position. In the event such

ployee shall fail to respond to the notice from the Board, or if he gives notice that he does not desire to return to the position, he shall forfeit all his seniority rights.

- 17.7 **Limitation.** Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but upon reemployment pursuant to the terms of this Article 17, such Employee shall have his accumulated seniority to the date of such dismissal.
- 17.8 **Displacing Personnel.** Any non-certificated Employee dismissed by reason of a reduction in force (the "Senior Employee") shall have the right to displace an Employee with less seniority occupying a position in a lower classification than the Senior Employee (the "Junior Position") provided that the Senior Employee actually had work experience in the district in the Junior Position, and for which the Senior Employee possesses the required qualifications and skills as set forth in the job description for the Junior Position.
- 17.9 **Notice.** Any anticipated or planned reduction in force of tenured Employees shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following a notice, a meeting between the Board and the Association shall occur at least twenty (20) days prior to the effective date of such anticipated or planned reduction in force. For all other Employees the time limits may be reduced.

ARTICLE 18. EMPLOYEES' RIGHTS

- 18.1 **Representation.** The Board hereby agrees that every Employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising government power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- 18.2 **Additional Rights.** Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 18.3 **Identification.** No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 18.4 **Personnel Files.** An Employee shall have the right, upon request, to review the content of his personnel files (excluding employment references, personal and academic references) and to receive copies. No materials (excluding employment references, personal and academic references) shall be placed in an Employee's personnel files without his knowledge. The Employee has the right to respond in writing to any materials placed in his files, and such response shall become part of the files.
- 18.5 **Complaint Procedure.** Any complaint regarding an Employee made to any administrator by a parent, student, or other person not having a position in the school system, shall be subject to the procedure set forth herein. A "complaint" is a serious statement which criticizes the Employee and which, if true, would adversely affect the evaluation of the Employee. Upon receipt of a complaint, the immediate supervisor shall in all events inform the Employee of the complaint and shall attempt to resolve the matter informally, which may include but is not limited to:

- (a) an invitation to the complainant to meet with the Employee;
- (b) a meeting of the Employee with the supervisor.

The employee shall not be entitled to immediate notification in cases of an emergency where such notice would adversely affect the health, safety or welfare of another person. In cases where an emergency is deemed to exist, the Employee shall receive notice of the Complaint within three (3) school days of its receipt. In the event the Employee is not satisfied with the status of the matter after such attempted informal resolution, he may (i) have a meeting with the Superintendent (or his designee) to discuss the matter and (ii) place a written statement concerning the matter in his own personnel file.

Any complaint as to which the procedure set forth herein has not been followed shall not be included in an evaluation, and violations of the provisions of this Section 18.5 shall be subject to the grievance procedure.

ARTICLE 19. STUDENT TEACHERS.

- 19.1 **Procedures.** The following procedures shall govern Teachers' supervision of student teachers:
- (a) supervision by a Teacher of a student teacher shall be voluntary;
 - (b) each prospective cooperating Teacher may accept or reject any student teacher.
- 19.2 **Regulations.** In accordance with State regulations, a student teacher shall not be used as a substitute teacher.
- 19.3 **Interview.** Prior to the commencement of the student teaching experience, the prospective student teacher shall be requested to visit the school district for an interview with the building principal and the cooperating Teacher.

ARTICLE 20. ASSOCIATION RIGHTS AND PRIVILEGES.

- 20.1 **Equipment.** The Association shall have the right to use school equipment on location, including typewriters, computers, fax machines, other duplication equipment, calculating machines, telephones (for in-district calls) and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and labor incident to such use.
- 20.2 **Mail Facilities.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- 20.3 **Participation in Meetings.** Upon request, the Association representative shall have the opportunity to express the views of the Association at any regularly-scheduled faculty meeting, upon recognition by the Chairperson, which in no event shall be later than at the conclusion of school business and prior to adjournment.
- 20.4 **Job Descriptions.** The Association shall have the right to call for and receive a job description for any category of Employee. The Board shall consult with Employees covered by any particular job description and the Association prior to any revision of it. Job descriptions may be reviewed every five (5) years or sooner upon request of the Employee or the Board.
- 20.5 **Office Space.** Space shall be provided in the school where the Association President is assigned for the housing of the Association's files and telephone. All expenses involved are the responsibility of the Association.
- 20.6 **Meeting Scheduling.** Association members whose presence is required at regularly scheduled Association meetings after school on Wednesdays shall be excused from any other meeting taking place at the same time; efforts should be made to schedule other meetings (including Back-To-School Nights) on days other than Wednesdays.

20.7 **Information.** Information maintained by the Board and available to the general public shall, upon request of the Association, be provided to the Association; any unusual expenses involved in filling said request shall be borne by the Association.

20.8 **Rights:** The rights granted herein are granted exclusively to the Association and not to any other employee organization.

20.9 Release Time:

Presidential Release time: The Association may purchase up to 100% of an elected president's work schedule from the Board at the median salary for the president's employment group (i.e.; teacher, aide, secretary) calculated in the previous year.

Vice-Presidential Release time: if the president of the MEA is incapacitated and unable to work as an employee of the Board for longer than 60 days,, the Vice president will assume the duties and the benefits provided the president for release time.

ARTICLE 21. DEDUCTIONS FROM SALARY.

21.1 **Dues.** The Board agrees to deduct from the salaries of its Employees dues for the Montclair Education Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association as said Employees, individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under the rules and regulations established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Montclair Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

21.2 **Additional Deductions.** The Board agrees to deduct from Teachers' salaries money for local, state, and national association services and programs as said Teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have the deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association, in accordance with applicable laws and regulations.

ARTICLE 22. REPRESENTATION FEE.

22.1 During the 1982-83 school year and during the beginning of each membership year thereafter, the Board shall deduct from the salaries of employees who are not members of the Association for the then current membership year a representation fee equivalent to an amount certified to the Board by the Association as equal to regular membership dues, including fees and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only Association members, but in no event shall the amount deducted for the representation fee by the Board exceed eighty-five (85%) percent of the membership dues, fees and assessments; provided, however, that the obligation of the Board to make the wage deduction provided herein shall be contingent upon:

(a) Certification by the Association of the amount to be deducted for the representation fee from each non-member employee's salary by the Board, and

(b) The establishment and continuing maintenance by the Association of a demand and return system in conformance with provisions of N.J.S.A. 34:13A-5.5 and 5.6.

22.2 Prior to March 1, 1984 and prior to the beginning of each membership year thereafter, the Association will submit to the Board a list of those employees who are not members of the Association for the then current membership year. The Board will deduct from the salaries of

such employees, in accordance with Section 22.3 below, the full amount of the representation fee and will transmit promptly the amount so deducted to the Association.

- 22.3 The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list. The deductions will begin with the first paycheck paid:
- (a) 30 days after receipt of the aforesaid list by the Board; or
 - (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was reemployed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- 22.4 In the event an employee who is required to pay a representation fee terminates his or her employment with the Board before all deductions are made, the Board shall deduct the unpaid portions of the fee from the last paycheck paid to said employee during the membership year in question.
- 22.5 Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- 22.6 The Association will notify the Board in writing of any changes in the list provided for in paragraph 22.2 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board receives said notice.
- 22.7 **Indemnity Clause:** The Association shall indemnify and hold harmless the Board against and from any and all claims, demands, grievances, suits and other forms of liability and expenses arising out of, or by reason of, this Article or any action taken or not taken by the Board, its employees and agents in the performance of the provisions of this Article; provided however, that this obligation shall not extend to such claims, demands, grievances, suits and other forms of liability and expenses arising out of the willful misconduct of the Board or out of its negligent and improper execution of its obligations under this Article.

ARTICLE 23. PERSONNEL - ADMINISTRATION LIAISON.

- 23.1 **Staff Council.** There shall be a Staff Council for each school building which shall meet with the principal at least once a month for the duration of the school year. Said Council shall consist of not more than one (1) member for every ten (10) employees in the school building, but shall in no event have fewer than three (3) members. A calendar of meetings shall be set in the preceding academic year with the schedule sent to the MEA president and Personnel Director. Minutes of each meeting shall be taken and copies sent to each month to same. Additional members may attend beyond the allotted number with the agreement of both the MEA and the school administrator. Any written guidelines agreed to by the MEA and the MPA will be seen as aids in facilitating the process and not as obstructions to the articulation of concerns.
- 23.2 **Meeting the Superintendent.** The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and administration of this Agreement. The number of Association or administration representatives at any one meeting shall not exceed seven (7), or such larger number as the Superintendent or the Association shall agree upon.

ARTICLE 25. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY.

25.1 **Use of Reasonable Force.** Any person employed or engaged in a school or educational institution may, within the scope of his employment, use and apply such amounts of force as are reasonable and necessary: (1) to quell a disturbance threatening physical injury to others; (2) to obtain weapons or other dangerous objects upon the person or within the control of a pupil; (3) for the purpose of self-defense; and (4) for the protection of persons or property.

25.2 **Reporting.** Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Incidents required to be reported under applicable state regulations shall be reported by the Employee as soon as reasonably possible.

ARTICLE 26. MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE.

The student disciplinary procedure shall be reviewed for each school building by faculty and administration with appropriate involvement of parents and students. The procedures shall be subject to approval of the Superintendent. All professional personnel share in the responsibility to enforce that appropriate disciplinary procedure to ensure an orderly environment within the school building and on the school grounds as required by law. Such procedure shall be made known to the students.

ARTICLE 27. NONDISCRIMINATION.

The Board and Association confirm that there is and shall be no discrimination in the employment, the representation of Employees, and the application or administration of this Agreement on the basis of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status.

ARTICLE 28. EMPLOYEES' RIGHTS RESERVED

Nothing contained in this Agreement shall be construed to deny or restrict to any Employee such rights as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to this provided elsewhere.

ARTICLE 29. BOARD'S RIGHTS RESERVED.

Nothing contained in this Agreement shall be construed to limit the right of the Board to adopt, change or administer any policies or procedures, so long as such policies or procedures shall not be specifically at variance with the express terms of this Agreement and the law.

ARTICLE 30. MISCELLANEOUS.

- 30.1 **Gender.** All references to the masculine gender in this Agreement shall be deemed to include the feminine gender, unless the context requires otherwise.
- 30.2 **Modification.** This Agreement may not be modified by the parties, in whole or in part, except by an instrument in writing duly authorized and executed by both parties.
- 30.3 **Individual Contracts.** Any individual contract or employment notice between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any provision of any individual contract or employment notice is expressly inconsistent with the provisions of this Agreement, the provision of this Agreement shall be controlling.
- 30.4 **Policy Books/Minutes.** The Board agrees that it will furnish to the Association thirteen copies of the Board Policy Book, currently maintained. Upon specific request of the Association the Board will supply the Association with one copy of Board minutes at Board expense when such minutes are available to the public.
- 30.5 **Printing.** Copies of this Agreement shall be printed at the joint expense of the Board and the Association on a pro-rated basis. The Association shall provide copies to the unit

members at its discretion. A printing date shall be agreed upon by the Association and the Board.

30.6 **Notice.** Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or receipted communication letter at the following addresses:

- (a) If by Association, to Board at 22 Valley Road, Montclair, New Jersey 07042, Attention: Superintendent.
- (b) If by Board, to Association at Montclair, New Jersey 07042 or such other address as may be designated by the party to which notice is given.

30.7 **Severability.** Any provision of this Agreement or Board Policy found to be contrary to law shall be invalid; all other provisions of this Agreement shall remain in full force and effect.

30.8 **Headings.** The Article and Section headings in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE 31.

For elementary teachers only, when management expressly directs that such teachers relocate their existing classroom to a different classroom or building and that the teacher is directed to effectuate the relocation outside of the teacher's regular work year (September 1 through June 30), such teachers shall be compensated for one day's pay for the move to reset their rooms.

IN WITNESS WHEREOF,
the parties have caused this Agreement to be signed this 18 day of NOV 2013.

MONTCLAIR BOARD OF EDUCATION
By: Ronnie B. Kuehn
President

MONTCLAIR EDUCATION ASSOCIATION
By: [Signature]
President

INTERPRETATIVE MEMORANDUM

The Montclair Board of Education and the Montclair Education Association, in order to set forth certain mutually agreed understandings to aid in interpreting the provisions of the Agreement between them for the period July 1, 2012 through June 30, 2015 provide as follows:

By the words "vacation" or "holiday" on Form B-57 Appendix G with respect to Personal Days in Categories 3-4, the parties do not intend to include NJEA Convention Days as provided in the calendars.

By the word "vacancies" in Article 16.1 the parties do not intend to include a situation arising, for example, from the transfer of four existing principals among four schools.

SALARY TABLES

Appendix A - Certified Staff Salaries

Montclair Public Schools
Certified Staff Salary Guides

For all Certified Staff Salary Guides:

For placement of the MA+10 Training Level, a master's degree and a distinctly separate 10 approval graduate credits must be presented. For placement on the MA+20 training level a master's degree and a distinctly separate 20 approved graduate credits must be presented. For placement on the MA+30 training level, a master's degree and a distinctly separate 30 approved graduate credits must be presented.

A teacher hired after 1/1/2009 who holds a Juris Doctorate degree without a separate Master's Degree will be placed on the MA+30 training level. Any teacher hired after 1/1/2009 holding a Juris Doctorate along with a separate Master's degree with a major in education will be placed on the Doctoral level of the guide.

Within the scope of policies adopted by the Board of Education, the Superintendent of Schools will determine the qualifications of applicable personnel for placement on the guide. Once placed upon the guide the staff person advances one step for every full year of employment.

The evaluation of training, teaching experience and military service for initial placement on the salary guide will be made by the Superintendent of Schools. Credit for total years of experience may be given at the discretion of the Superintendent subject to the approval of the Board of Education. Credit for up to four years of military service will be granted for initial placement on the guide.

When a teacher qualifies for a higher level and the salary schedule changes, the teacher will be placed on the new schedule "on step" according to the accredited years of services and military training.

Salary Tables

Montclair Public Schools Certified Staff Salary Guide

2012-2013

Step	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1-2	\$52,240	\$53,540	\$54,945	\$56,375	\$57,870	\$59,450	\$61,090	\$62,725
3	\$53,210	\$54,510	\$55,915	\$57,345	\$58,840	\$60,420	\$62,060	\$63,695
4	\$54,180	\$55,480	\$56,885	\$58,315	\$59,810	\$61,390	\$63,030	\$64,665
5	\$55,150	\$56,450	\$57,855	\$59,285	\$60,780	\$62,360	\$64,000	\$65,635
6	\$56,125	\$57,473	\$58,830	\$60,491	\$61,939	\$63,596	\$65,204	\$67,096
7	\$57,125	\$58,508	\$59,930	\$61,550	\$63,280	\$64,838	\$66,546	\$68,403
8	\$58,125	\$59,425	\$60,882	\$62,469	\$64,155	\$65,866	\$67,521	\$69,461
9	\$59,125	\$60,454	\$61,978	\$63,565	\$65,006	\$66,828	\$68,577	\$70,512
10	\$60,125	\$61,604	\$63,301	\$64,987	\$66,749	\$68,594	\$70,452	\$72,358
11	\$61,125	\$62,630	\$64,238	\$65,917	\$67,734	\$69,578	\$71,317	\$73,072
12	\$62,125	\$63,900	\$65,544	\$67,422	\$69,353	\$71,192	\$72,697	\$74,780
13	\$64,625	\$66,282	\$68,053	\$69,979	\$71,725	\$73,768	\$75,741	\$77,470
14	\$68,225	\$70,194	\$72,083	\$74,121	\$75,889	\$77,945	\$79,927	\$82,095
15	\$72,925	\$75,014	\$76,978	\$79,000	\$81,171	\$83,210	\$85,489	\$87,808
16	\$78,560	\$80,653	\$82,771	\$87,034	\$89,380	\$91,901	\$94,454	\$97,043
17	\$85,945	\$88,255	\$90,748	\$93,296	\$95,951	\$98,753	\$101,668	\$104,578

Montclair Public Schools Certified Staff Salary Guide

2013-2014

Step	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1	\$52,280	\$53,580	\$54,985	\$56,415	\$57,910	\$59,490	\$61,130	\$62,765
2-3	\$53,260	\$54,560	\$55,965	\$57,395	\$58,890	\$60,470	\$62,110	\$63,745
4	\$54,245	\$55,545	\$56,950	\$58,380	\$59,875	\$61,455	\$63,095	\$64,730
5	\$55,230	\$56,530	\$57,935	\$59,365	\$60,860	\$62,440	\$64,080	\$65,715
6	\$56,210	\$57,558	\$58,915	\$60,576	\$62,024	\$63,681	\$65,289	\$67,181
7	\$57,210	\$58,593	\$60,015	\$61,635	\$63,365	\$64,923	\$66,631	\$68,488
8	\$58,210	\$59,510	\$60,967	\$62,554	\$64,240	\$65,951	\$67,606	\$69,546
9	\$59,210	\$60,539	\$62,063	\$63,650	\$65,091	\$66,913	\$68,662	\$70,597
10	\$60,210	\$61,689	\$63,386	\$65,072	\$66,834	\$68,679	\$70,537	\$72,443
11	\$61,210	\$62,715	\$64,323	\$66,002	\$67,819	\$69,663	\$71,402	\$73,157
12	\$62,210	\$63,985	\$65,629	\$67,507	\$69,438	\$71,277	\$72,782	\$74,865
13	\$64,210	\$65,867	\$67,638	\$69,564	\$71,310	\$73,353	\$75,326	\$77,055
14	\$67,810	\$69,779	\$71,668	\$73,706	\$75,474	\$77,530	\$79,512	\$81,680
15	\$72,810	\$74,899	\$76,863	\$78,885	\$81,056	\$83,095	\$85,718	\$88,628
16	\$79,140	\$81,233	\$83,148	\$85,696	\$88,351	\$91,153	\$94,068	\$96,978
17	\$86,695	\$89,005	\$91,498	\$94,046	\$96,701	\$99,503	\$102,418	\$105,328

Montclair Public Schools Certified Staff Salary Guide

2014-2015

Step	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1-2	\$54,730	\$56,230	\$57,850	\$59,505	\$61,230	\$63,050	\$64,940	\$66,830
3-4	\$55,705	\$57,205	\$58,825	\$60,480	\$62,205	\$64,025	\$65,915	\$67,805
5	\$56,680	\$58,180	\$59,800	\$61,455	\$63,180	\$65,000	\$66,890	\$68,780
6	\$57,655	\$59,155	\$60,775	\$62,430	\$64,155	\$65,975	\$67,865	\$69,755
7	\$58,635	\$6,015	\$61,755	\$63,410	\$65,135	\$66,955	\$68,845	\$70,735
8	\$59,615	\$61,115	\$62,735	\$64,390	\$66,115	\$67,935	\$69,825	\$71,715
9	\$60,595	\$62,095	\$63,715	\$65,370	\$67,095	\$68,915	\$70,805	\$72,695
10	\$61,595	\$63,095	\$64,715	\$66,370	\$68,095	\$69,915	\$71,805	\$73,695
11	\$62,595	\$64,095	\$64,771	\$67,457	\$69,219	\$71,064	\$72,922	\$74,828
12	\$63,595	\$65,100	\$66,715	\$68,387	\$70,204	\$72,048	\$73,805	\$75,695
13	\$65,070	\$66,845	\$68,489	\$70,367	\$72,298	\$74,137	\$75,642	\$77,725
14	\$67,545	\$69,202	\$70,973	\$72,899	\$74,645	\$76,688	\$78,661	\$80,390
15	\$71,020	\$72,989	\$74,878	\$76,916	\$78,684	\$80,740	\$82,722	\$84,890
16	\$75,495	\$77,584	\$79,548	\$81,570	\$83,741	\$85,780	\$88,403	\$91,313
17	\$80,970	\$83,063	\$84,978	\$87,526	\$90,181	\$92,983	\$95,898	\$98,808
18	\$87,445	\$89,755	\$92,248	\$94,796	\$97,451	\$100,253	\$103,168	\$106,078

Secretarial and Buildings & Grounds Salary Guides

Note: Initial placement on the guide will be at the discretion of the Superintendent, but not less than the number of full years in the system in the classification, except that any person employed at the effective date of this guide who has received a negative evaluation for services in the current school year may be held at that salary. Each employee shall be placed on his/her proposed step of the salary as of the beginning of their contractual year.

Each employee will be given full credit for one (1) year of service towards the next increment step for the following year after working more than one-half of the required days in the normal work year.

B&G Classifications

- A** Custodians, Drivers, Stock Clerks
- B** Asst. in Reproduction,
- C** Asst. Groundskeeper,
- D** Journeyman, Carpenter, Plumber, Electrician, Painter, HVAC, Head Groundkeeper, Reproduction Head, Locksmith

Secretarial and Buildings & Grounds Salary Guides (Continued)

Grandfathered Secretarial and Custodial Guides

Grandfathered 12 Month Secretaries				
Line	2012-13	2013-14	2014-15	
A	\$64,670	\$66,206	\$67,625	
B	\$60,868	\$62,315	\$63,651	
C	\$57,209	\$58,570	\$59,827	X
D	\$53,371	\$54,642	\$55,815	

Grandfathered 10 Month Secretaries				
Line	2012-13	2013-14	2014-15	
A	\$53,895	\$55,178	\$56,363	
B	\$50,727	\$51,935	\$53,051	
C	\$47,678	\$48,814	\$49,864	
D	\$44,478	\$45,540	\$46,520	

Grandfathered B&G Personnel				
Line	2012-13	2013-14	2014-15	
A	\$55,982	\$57,314	\$58,544	
B	\$59,448	\$60,861	\$62,166	
C	\$63,908	\$65,426	\$66,828	
D	\$68,399	\$70,022	\$71,522	

**Secretary Salary Guides
2012-12013**

12 Month

Line	1	2	3	4	5	6	7	8
A	\$43,489	\$46,558	\$49,115	\$51,161	\$53,207	\$55,253	\$57,298	\$58,741
B	\$40,421	\$42,466	\$43,489	\$45,024	\$46,558	\$48,092	\$50,138	\$53,768
C	\$36,840	\$38,886	\$40,932	\$42,978	\$45,024	\$47,069	\$49,115	\$50,695
D	\$32,749	\$34,283	\$35,818	\$37,352	\$38,375	\$39,909	\$42,978	\$45,443

10 Month

Line	1	2	3	4	5	6	7	8
A	\$35,818	\$38,375	\$38,886	\$41,443	\$42,466	\$44,512	\$46,558	\$48,069
B	\$32,749	\$34,283	\$35,306	\$35,818	\$37,352	\$38,886	\$41,443	\$43,913
C	\$28,717	\$31,214	\$33,260	\$34,283	\$35,818	\$37,352	\$39,398	\$41,403
D	\$27,123	\$28,146	\$29,169	\$31,214	\$32,749	\$34,283	\$36,840	\$38,720

**Secretary Salary Guides
2013-2014**

12 Month

Line	1	2	3	4	5	6	7	8
A	\$44,527	\$47,668	\$50,285	\$52,379	\$54,473	\$56,567	\$58,661	\$60,137
B	\$41,386	\$43,480	\$44,527	\$46,098	\$47,668	\$49,238	\$51,332	\$55,048
C	\$37,722	\$39,816	\$41,910	\$44,004	\$46,098	\$48,192	\$50,285	\$51,902
D	\$33,534	\$35,105	\$36,675	\$38,246	\$39,293	\$40,863	\$44,004	\$46,527

10 Month

Line	1	2	3	4	5	6	7	8
A	\$36,675	\$39,293	\$39,816	\$42,433	\$43,480	\$45,574	\$47,668	\$49,214
B	\$33,534	\$35,105	\$36,152	\$36,675	\$38,246	\$39,816	\$42,433	\$44,961
C	\$29,407	\$31,964	\$34,058	\$35,105	\$36,675	\$38,246	\$40,339	\$42,391
D	\$27,776	\$28,823	\$29,870	\$31,964	\$33,534	\$35,105	\$37,722	\$39,646

Secretary Salary Guides

2014-2015

12 Month

Line	1	2	3	4	5	6	7	8
A	\$45,486	\$48,694	\$51,366	\$53,505	\$55,643	\$57,781	\$59,920	\$61,427
B	\$42,279	\$44,417	\$45,486	\$47,090	\$48,694	\$50,297	\$52,436	\$56,230
C	\$38,537	\$40,675	\$42,813	\$44,952	\$47,090	\$49,228	\$51,366	\$53,017
D	\$34,260	\$35,864	\$37,468	\$39,071	\$40,141	\$41,744	\$44,952	\$47,528

10 Month

Line	1	2	3	4	5	6	7	8
A	\$37,468	\$40,141	\$40,675	\$43,348	\$44,417	\$46,555	\$48,694	\$50,273
B	\$34,260	\$35,864	\$36,933	\$37,468	\$39,071	\$40,675	\$43,348	\$45,929
C	\$30,046	\$32,657	\$34,795	\$35,864	\$37,468	\$39,071	\$41,210	\$43,305
D	\$28,380	\$29,449	\$30,518	\$32,657	\$34,260	\$35,864	\$38,537	\$40,502

Buildings and Grounds Salary Guides

2012-2013

Line	1	2	3	4	5	6	7	8
A	\$37,352	\$38,375	\$39,398	\$40,421	\$42,466	\$44,001	\$46,456	\$50,051
B	\$37,863	\$38,886	\$40,421	\$41,443	\$42,978	\$45,024	\$47,581	\$51,929
C	\$38,886	\$40,421	\$41,443	\$42,466	\$44,512	\$46,558	\$49,627	\$53,100
D	\$39,909	\$42,978	\$46,047	\$49,115	\$51,672	\$54,230	\$56,276	\$59,925

2013-2014

Line	1	2	3	4	5	6	7	8
A	\$38,246	\$39,293	\$40,339	\$41,386	\$43,480	\$45,051	\$47,563	\$51,243
B	\$38,769	\$39,816	\$41,386	\$42,433	\$44,004	\$46,098	\$48,715	\$53,166
C	\$39,816	\$41,386	\$42,433	\$43,480	\$45,574	\$47,668	\$50,809	\$54,364
D	\$40,863	\$44,004	\$47,145	\$50,285	\$52,903	\$55,520	\$57,614	\$61,349

2014-2015

Line	1	2	3	4	5	6	7	8
A	\$39,071	\$40,141	\$41,210	\$42,279	\$44,417	\$46,021	\$48,587	\$52,345
B	\$39,606	\$40,675	\$42,279	\$43,348	\$44,952	\$47,090	\$49,763	\$54,308
C	\$40,675	\$42,279	\$43,348	\$44,417	\$46,555	\$48,694	\$51,901	\$55,532
D	\$41,744	\$44,952	\$48,159	\$51,366	\$54,039	\$56,712	\$58,850	\$62,665

Technical Staff

		2012-13	2013-14	2014-15
<u>Office of Registration and Testing</u>				
Step				
1		\$52,184	\$53,426	\$54,574
2		\$57,298	\$58,661	\$59,920
3		\$61,390	\$62,849	\$64,196
4		\$65,212	\$66,760	\$68,190
<u>CO-Business Computer Operations</u>				
1		\$62,413	\$63,896	\$65,265
2		\$66,505	\$68,083	\$69,542
3		\$71,619	\$73,318	\$74,887
4		\$74,896	\$76,672	\$78,313
<u>Computer/Data Analysts - Schedule A</u>				
1		\$58,833	\$60,231	\$61,523
2		\$63,436	\$64,943	\$66,334
3		\$66,505	\$68,083	\$69,542
4		\$69,670	\$71,324	\$72,851
<u>Computer/Data Analysts - Schedule B</u>				
1		\$48,604	\$49,762	\$50,832
2		\$51,161	\$52,379	\$53,505
3		\$53,207	\$54,473	\$55,643
4		\$55,322	\$56,638	\$57,854

Aides and/or Teaching Assistants

Aides Salary Table

Step	2012-13	2013-14	2014-15
1	\$16.20	\$16.64	\$17.06
2	\$17.23	\$17.70	\$18.14
3	\$18.51	\$19.01	\$19.49
4	\$20.57	\$21.13	\$21.66
5	\$22.93	\$23.55	\$24.14

2012-13 Aides Hourly Rates without Benefits

Step	Basic	C. Sub	BA	State	Job
1	\$20.00	\$20.40	\$20.55	\$21.46	\$20.80
2	\$23.00	\$23.46	\$23.63	\$24.54	\$23.92
3	\$25.00	\$25.50	\$25.69	\$26.59	\$26.00

2013-14 Aides Hourly Rates with Benefits

Step	Basic	C. Sub	BA	State	Job
1	\$16.64	\$17.88	\$17.10	\$17.55	\$17.31
2	\$17.70	\$18.05	\$18.19	\$18.61	\$18.41
3	\$19.01	\$19.39	\$19.53	\$19.92	\$19.77
4	\$21.13	\$21.55	\$21.71	\$22.04	\$21.98
5	\$23.55	\$24.02	\$24.20	\$24.46	\$24.49

2013-14 Aides Hourly Rates without Benefits

Step	Basic	C. Sub	BA	State	Job
1	\$21.13	\$21.55	\$21.71	\$22.04	\$21.98
2	\$24.30	\$24.79	\$24.97	\$25.21	\$25.27
3	\$26.40	\$26.93	\$27.13	\$27.31	\$27.46

2014-15 Aides Hourly Rates with Benefits

Step	Basic	C. Sub	BA	State	Job
1	\$17.06	\$18.33	\$17.53	\$17.99	\$17.74
2	\$18.14	\$18.50	\$18.64	\$19.08	\$18.87
3	\$19.49	\$19.87	\$20.02	\$20.42	\$20.26
4	\$21.66	\$22.09	\$22.25	\$22.59	\$22.53
5	\$24.14	\$24.62	\$24.81	\$25.07	\$25.10

2014-15 Aides Hourly Rates without Benefits

Step	Basic	C. Sub	BA	State	Job
1	\$21.66	\$22.09	\$22.25	\$22.59	\$22.53
2	\$24.91	\$25.41	\$25.59	\$25.84	\$25.90
3	\$27.06	\$27.60	\$27.81	\$27.99	\$28.15

Aides and/or Teaching Assistants

<u>Bonus Rates</u>	Year 1	Year 2	Year 3
County Sub	2.00%	2.00%	2.00%
BA	2.75%	2.75%	2.75%
Teaching Cert.	\$1,000.00	\$1,000.00	\$1,000.00
Job Coach*	4.00%	4.00%	4.00%

* Job Coaches must act as a job coach two or more days per week off campus

Bus Driver

Paid as per the rate of the aide/job coach, plus \$1.00 per hour.

Security Personnel:

Security Salary Table			
Step	2012-13	2013-14	2014-15
1	\$42,466	\$43,480	\$44,417
2	\$45,535	\$46,621	\$47,624
3	\$48,604	\$49,762	\$50,832
4	\$51,653	\$52,883	\$54,019

Appendix E - Coaching Stipends

2012-2015

		1	2	3	4	5
Group I						
Football						
Head	2012-13	\$11,239	\$11,800	\$12,391	\$13,091	\$14,150
	2013-14	\$11,542	\$12,119	\$12,726	\$13,444	\$14,532
	2014-15	\$11,831	\$12,422	\$13,044	\$13,781	\$14,895
Asst.	2012-13	\$5,576	\$5,853	\$6,148	\$6,494	\$7,022
	2013-14	\$5,727	\$6,011	\$6,314	\$6,669	\$7,212
	2014-15	\$5,870	\$6,161	\$6,472	\$6,836	\$7,392
Group II						
Basketball, Ice Hockey						
Head	2012-13	\$7,908	\$8,296	\$8,714	\$9,208	\$9,946
	2013-14	\$8,122	\$8,520	\$8,949	\$9,457	\$10,215
	2014-15	\$8,325	\$8,733	\$9,173	\$9,693	\$10,470
Asst.	2012-13	\$4,545	\$4,769	\$5,011	\$5,298	\$5,724
	2013-14	\$4,668	\$4,898	\$5,146	\$5,441	\$5,879
	2014-15	\$4,784	\$5,020	\$5,275	\$5,577	\$6,026
Group III						
Baseball, Field Hockey						
Soccer, Gymnastics, LaCross						
Softball, Outdoor Track						
Volley ball, Wrestling, Swimming						
Head	2012-13	\$6,529	\$6,659	\$6,987	\$7,389	\$7,982
	2013-14	\$6,705	\$6,839	\$7,176	\$7,589	\$8,198
	2014-15	\$6,873	\$7,010	\$7,355	\$7,778	\$8,402
Asst.	2012-13	\$3,927	\$4,129	\$4,927	\$4,570	\$4,941
	2013-14	\$4,033	\$4,240	\$4,444	\$4,693	\$5,074
	2014-15	\$4,134	\$4,346	\$4,555	\$4,811	\$5,201

2012-2015

Group IV		1	2	3	4	5
Cross Country, Indoor Track Bowling, Fencing, Crew	Head	2012-13	\$5,090	\$5,341	\$5,644	\$6,097
		2013-14	\$5,227	\$5,485	\$5,796	\$6,262
		2014-15	\$5,358	\$5,622	\$5,941	\$6,418
Asst.		2012-13	\$3,884	\$4,214	\$4,454	\$4,807
		2013-14	\$3,989	\$4,328	\$4,574	\$4,937
		2014-15	\$4,089	\$4,436	\$4,689	\$5,060

Group V

Golf, Tennis, Middle School Athletics		2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
Head		\$3,859	\$4,158	\$4,262	\$4,259	\$4,500	\$4,862
		\$3,963	\$4,262	\$4,483	\$4,374	\$4,621	\$4,993
		\$2,869	\$3,043	\$3,286	\$3,286	\$3,530	\$3,773
Asst.		\$2,946	\$3,125	\$3,375	\$3,375	\$3,625	\$3,875
		\$3,020	\$3,203	\$3,459	\$3,459	\$3,716	\$3,972

Equipment Manager

	Fall	Winter	Spring
2012-13	\$4,682	\$2,992	\$4,799
2013-14	\$4,808	\$3,073	\$4,929
2014-15	\$4,929	\$3,150	\$5,052

Middle School Athletics
Same as Group V Sports

Sports Tickets: Years I, II, III: Fall: \$120, \$123, \$126; Winter Group III club stipend; Spring: \$76.15; \$78.16; \$80.11 per game.

Appendix F - Schools Sponsored Clubs And Activity Stipends

Activity	Group	Activity	Group	Activity	Group
American Field Service	IV	Junior Class	III	National Honor Society 2	III
Amphitheatre Business	II	Key Club	R	NOW	R
Amphitheatre Editorial	I	Lighting	I**	Oceanography Clug	R
Amphitheatre Proofing	III	Literary Magazine	III	Peer Counseling	R
Art Council	R	Marching Band	I*	Play Director Level I	I
Asst Marching Band	II*	Math League	R	Play Director Level II	II
Audio Squad Director	II	Mini-medical Club	R	Prime Time MS	II
Cheerleader Asst (2)	III	Mock Trial	R	Robotic I	R*
Cheerleaders	I	Model Congress	R	Robotic II	R*
Chemistry Olympics	R	Model UN	R	ROTC Drill Team	R
Chess Club - Team	R	Mountaineer	I	Senior Class	II
DECA	R	Mountaineer Business	II	Sophomore Class	IV
Director Level I	III	MS AV / Lighting (2)	II	Sports Tickets Fall	See App E
Director Level II	IV	MS Drama	II	Sports Tickets Spring	See App E
Diversity Club	R	MS Model Congress	R	Sports Tickets Winter	III
Drama	II	MS Model UN	R	Student Coalition (2)	I
Fed Challenge (3)	R	MS Nat Honor Soc.	R	Student Exchange Program	IV
Freshman Class	IV	MS Newspaper	III	VICA	IV
Future Teachers of America	R	MS Rogate (2)	R	Winter Guard	IV
Hillside AV	III	MS Yearbook	III		
Hospitality Club	IV	MS/HS Science Olympiad	R		
Inter. Exch. & NJ Student Exch. (2)	IV	MS Student Council	I	R= Clubs using Ratio	

One stipend per activity unless otherwise approved.

MS = Middle School

Year	Group I	II	III	IV
2012-13	\$3,377	\$2,475	\$1,799	\$1,111
2013-14	\$3,468	\$2,542	\$1,848	\$1,141
2014-15	\$3,555	\$2,605	\$1,894	\$1,170

* 12-13=+2081, 13-14=+2137, 14-15=+2191
 +12-13=+1890, 13-14=+1941, 14-15=+1990

**12-14=+8860, 13-14=+9099, 14-15=+9327

+012-13++1262, 13-14=+1296, 14-15=+1328

Ratioed amounts are calculated by adding all the points earned in the following categories and multiplying the total points time the Base amount (i.e., 3+2+3+.5+1= 14 points, times the base in 2012-13 of \$257 will equal \$3,598 for the activity.

Ratio Formula	# Students	Time:
Base:	2-10: 0	During School: 0
2012-13	11-20: 0.75	After School: 0.5
2013-14	21-35: 1	After School/Evening 1
2014-15	Note: Student Ratio gets divided by # advisors	
		After School/Evening/Weekends 2

* time considers when **MOST** of the activity occurs:

Category	# Hours	External Participation:
Academic	less 30: 0	Regional or State Competitions: 1
Extra-Curr/	less 60: 1	
Sch. Activity	less 100: 2	
Sports/Recreation	less 30: 3	
	less 60: 4	
	less 150: 5	

Only clubs specifically recommended by the administration and individually pre-approved by the Board receive payment. All ratioed clubs must submit an end of year assessment of their yearly activities prior to being approved for the following year.

MONTCLAIR PUBLIC SCHOOLS

To: **Personnel Department** (Both Copies)

Date: _____

Name: _____

School: _____

I hereby request _____ day(s) of absence from my duties.

Date(s) of absence(s): _____

This absence is requested: With pay _____ Without pay _____

If requested **with pay**, credit this time to the following checked category:

_____ 1. Illness in the immediate family. 3-5 days max.

Indicate relationship: _____

_____ 2. Death in the family. 5 days max.

Indicate relationship: _____

* _____ 3. Personal Day – approved – Reason must be given below: 2 days max.

* _____ 4. Personal Day – no reason. 2 days max.

* _____ 5. Earned Bonus day (no sick days taken) 1 day max.

* _____ 6. Other (Credit) _____

***These Require Prior Approval Otherwise Loss of Pay Could Result**

Personal days #3 and 4 may not be used on the working day prior to or following a vacation or holiday on the employee's calendar. Short term leaves, vacations, and absences are credited in 1/2 day increments. Working less than 1/4 of the contractual day gives no credit and a full day is recorded. After 1/4 of the day is worked, a 1/2 day's leave will be charged to the approved category.

_____ Approval Recommended Signature _____
(Principal/Supervisor)

_____ Approval not Recommended Date: _____

Personnel Office Only

_____ Approved _____

_____ Disapproved Date: _____

Comment:

All unused days in categories 3, 4, and 5 will be added to an employee's cumulative sick leave total.
Form B-57 – Revised 7/77, 6/85, 9/88, 7/91, 4/94

Notes