

MONTVILLE TOWNSHIP BOARD OF EDUCATION

and

MONTVILLE TOWNSHIP EDUCATION ASSOCIATION

AGREEMENT

July 1, 2021 - June 30, 2024

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GENERAL PROVISIONS

ARTICLE I

INTRODUCTION

THIS AGREEMENT, entered into the 2nd day of September, 2021 by and between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE, County of Morris and State of New Jersey, hereinafter referred to as "the Board"

AND

THE MONTVILLE TOWNSHIP EDUCATION ASSOCIATION, hereinafter referred to as "the Association"

WHEREAS, the Board and the Association, in accordance with the New Jersey Employer-Employee Relations Act, have met and collectively negotiated in good faith the terms and conditions of employment of the members of the Association for the 2021-2024 school years;

AND

WHEREAS, as a result of the aforesaid collective negotiations certain terms and conditions have been agreed upon;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto for themselves, their successors and assigns, agree as follows:

ARTICLE II

RECOGNITION

SECTION 1

Pursuant to the Public Employment Relations Commission's Certification of Representative, Docket No. RO-2011-022, the Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of the employment of all regularly employed certificated personnel, aides, assistants, paraprofessionals, clerical/secretarial employees, and full-time and part-time custodial and maintenance employees, including the matron, employed by the Board. Excluded are all managerial executives, confidential employees and supervisors within the meaning of the Act; casual employees, police employees, craft employees and all other employees.

SECTION 2

Definition of Teacher: Unless otherwise indicated, the term "Teacher" when used in this Agreement shall refer to all certificated employees within the bargaining unit represented by the Association.

Definition of Aides/Assistants/Paraprofessionals: The term "Aide, Assistant or Paraprofessional" when used in this Agreement shall refer to non-certificated employees in the titles of Special Education Aide, Classroom Aide, Lunch/Recess Aide or 504 Aide in the bargaining unit represented by the Association.

Definition of Maintenance and Custodial Staff: The term "Maintenance and Custodial Staff" when used in this Agreement shall refer to all employees in the titles of Custodian or Maintenance Employee in the bargaining unit represented by the Association.

Definition of Clerical/Secretarial Employee: The term "Secretarial/Clerical Employee" when used in this Agreement shall refer to all employees in the titles of Clerk or Secretary in the bargaining unit represented by the Association.

Definition of Employee: The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the negotiating unit referenced in Section 1, above. In all cases, references to male employees shall include female employees.

ARTICLE III

NEGOTIATION PROCEDURE

The Board and the Association agree to enter into collective negotiations over a successor agreement in a good faith effort of both parties to reach agreement on matters concerning the terms and conditions of employment as well as salary for employees. Salary and benefits scattergrams shall be provided to the Association no later than October 30 of the final year of this contract. Formal negotiations shall commence no later than December 1 of the academic year in which the agreement expires.

ARTICLE IV

PAYROLL AND DEDUCTIONS

SECTION 1

All employees will participate in direct deposit of pay checks to a financial institution of the employee's choosing.

SECTION 2

All contract employees shall be paid twice a month on the 15th and last day of the month except when that day falls on a weekend or vacation period and then will be paid on the nearest preceding banking day.

SECTION 3

The Board, upon submission of appropriate requests by individual employees, shall make deductions and monthly deposits by the 15th of the month on behalf of such employees with the Visions Federal Credit Union in accordance with statutes which require the Board to make such deductions or deposits.

SECTION 4

The Board shall participate in the New Jersey State Disability Plan provided all employee bargaining units agree to enroll. The cost of said program is at the employee's expense and is a payroll deducted item.

SECTION 5

Tax sheltered annuities in this District for employees covered by this contract shall be limited to six (6) as mutually agreed to by the Board and the Association.

SECTION 6

Full-time and Part-time employees shall move annually on the salary guides provided the employee was retained prior to January 1st for 12 month employees or prior to February 1st for 10 month employees and provided their increments are not otherwise withheld.

SECTION 7

Ten month employees may elect to participate in a twelve month pay plan, but must do so on an annual basis. Ten (10) percent of each check from September through June will be deducted and placed in a separate account. All deductions shall be made from regular payroll checks, not stipends. Each summer check shall be issued without deductions.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1

A "grievance" shall be defined as a claim by an employee, or group of employees, based upon the interpretation, application or violation of this Agreement, policies, or administrative decisions and practices affecting an employee or group of employees.

SECTION 2

The following matters shall not be a basis of a grievance under this Article:

- A. a complaint by any non-tenured employee which arises by reason of non-reemployment of said employee;
- B. a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position to which tenure is not possible or not required;
- C. a complaint by an employee occasioned by the withholding of an increment;
- D. a complaint by a tenured employee occasioned by his/her dismissal;
- E. any matter for which a specific method of review is prescribed and expressly set forth by law, or any rule or regulation of the New Jersey Department of Education;
- F. any matter which according to law is either beyond the scope of Board authority or limited by statute or otherwise to unilateral Board action.

As to custodial/maintenance employees, these additional exclusions shall apply:

1. complaint by any probationary employee which arises by reason of the non-reemployment of said employee;
2. complaint by any custodian/maintenance employee arising from an unfavorable supervisory report or from the failure of such employee to receive a favorable supervisory report, except that such employee shall have all other rights provided by law.

The above exclusions from this grievance procedure shall not be construed or interpreted as an admission or agreement by the Board that any matter not specifically excluded from the grievance procedure is within the scope of said procedure or lawfully arbitrable.

SECTION 3

The primary purpose of the procedure hereby set forth is to secure, at the lowest level possible, good faith solutions to the problem of the parties. Except as is necessary for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

SECTION 4

The Board and the staff recognize that the best interests of public education shall be served by establishing grievance procedures for personnel to provide a method for them to seek mutually satisfactory agreement on problems before them and to appeal through designated channels in the event of an impasse. A grievance hereunder must be filed pursuant to this Article within twenty (20) calendar days of the occurrence of the event which is the subject of the grievance. If the grievance is not filed within the aforesaid twenty (20) calendar days, is not advanced to the next step of the grievance procedure in a timely fashion, or the arbitration is not prosecuted within four (4) months of the appointment of the arbitrator (except for scheduling issues among, or with the agreement of, the parties and the Arbitrator) the grievant shall be deemed to have waived the right to file or prosecute said grievance.

SECTION 5

The processing of a grievance shall occur as follows:

A. LEVEL 1

The grievance shall be discussed with the immediate administrative superior (subject supervisor, supervisor, principal, etc.) in an attempt to resolve the matter at that level.

B. LEVEL 2

1. If the grievance remains unresolved, the grievant may set forth the complaint in writing within five (5) calendar days from the date of the Level 1 discussion and shall receive a written decision from his/her immediate superior within three (3) calendar days of submission of the complaint.
2. A written grievance must identify:
 - (1) The date of the alleged incident or violation giving rise to the grievance;
 - (2) The specific contract provision(s) or policies that have been violated;
 - (3) The grievant(s);
 - (4) The nature and extent of the injury or loss;
 - (5) The result of any previous discussions;
 - (6) The reason for dissatisfaction with the previous discussions;
and
 - (7) The precise remedy sought.

C. LEVEL 3

If the grievance remains unresolved, the grievant shall, within three (3) calendar days from receipt of the immediate supervisor's decision, set forth in writing the grounds for the complaint to the Superintendent including a copy of the originally filed grievance and all other materials submitted at Level 2. The Superintendent shall render a written decision, with reasons, within five (5) calendar days of the date the grievance was submitted to the Superintendent.

D. LEVEL 4

If the grievance remains unresolved, the grievant shall within ten (10) calendar days from receipt of the Superintendent's decision, set forth in writing the grounds for the complaint to the Board, as described in Level 2, paragraph 2, above including a copy of the originally filed grievance and all other materials submitted at Level 3.. The Association may request a hearing of the grievance before the Board of Education or a committee thereof, which the Board may grant or deny. However, not more than five (5) times in a single contract year, the Association may require that a hearing be held before the Board or a committee of the Board (at the Board's option) and the Board shall grant such hearing. In such cases, the Association shall indicate that it is seeking a hearing under this mandatory provision. The Association shall receive at least one week's notice prior to any hearing held under this provision. In any case, the Board shall render a written decision, with reasons, within twenty (20) calendar days of receipt of, or hearing on, the complaint, whichever is later.

E. LEVEL 5

If the grievance remains unresolved, the Association may, within fifteen (15) calendar days of the receipt of the Board's decision request binding arbitration. Any recognized arbitrator may be used. The arbitrator shall be selected by mutual consent of both parties within ten (10) calendar days of the request for arbitration. If the parties are unable to agree on an arbitrator, one shall be obtained through the procedures of the Public Employment Relations Commission. Failure to demand arbitration within the aforesaid time period shall constitute a bar to arbitration unless the grievant(s) and the Board shall mutually agree upon a different time period within which to assert the request.

1. The arbitrator's decision shall be in writing and shall be submitted to the parties and shall be final and binding on the parties, except for custodial/maintenance employees and paraprofessionals. For those two groups, the arbitrator's decision shall be advisory only.
2. The arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement.
3. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the

hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

SECTION 6

The time limits established herein may be shortened or lengthened only upon the mutual consent of the parties.

ARTICLE VI

SCHOOL CALENDAR

It is recognized by the parties hereto that the school calendar is a matter which affects all personnel, parents and students within the school district. In this connection, the Board agrees that each year all changes in the calendar shall be made upon reasonable notice to the Association (such notice shall be deemed to be not less than fourteen (14) days prior to the recommendation of the adoption of such change to the Board, except in emergency situations). The Association shall be afforded an opportunity to be heard concerning any proposed change within the aforesaid fourteen (14) calendar days. Prior to recommended adoption, the Association shall make any comments and positions known to the Superintendent. It is, however, recognized that the Board shall retain the full and ultimate authority and discretion as to the final determination of the school calendar, which determination shall not be subject to any grievance procedure, provided, however, that nothing in this provision shall be construed to limit or restrict any existing or future legal rights or remedies available to the parties.

ARTICLE VII

STAFF LEAVES

SECTION 1 – PERSONAL LEAVE

A. Twelve month employees shall be entitled to five (5) non-cumulative personal days and ten month employees shall be entitled to four (4) non-cumulative personal days per year with pay. No reason need be provided, however, notification must be provided to the Superintendent or his designee prior to the start of the school day for which leave is sought. Part-time employees shall receive a pro-rata portion of their personal leave entitlement equal to that portion of the full-time week worked.

B. Personal days may be taken on the day preceding or following a holiday or recess, however, using a personal day on those days shall cause two personal days to be charged for such usage on each date. These days are subject to Superintendent's approval to insure adequate staffing. The Superintendent or designee shall have the authority to waive the penalty under this section upon appeal by the employee explaining extenuating circumstances.

C. Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year. A maximum of fifteen sick and personal days may be accumulated annually.

SECTION 2 – BEREAVEMENT LEAVE

Employees shall also be entitled to take up to a total of four (4) leave days with pay for bereavement purposes in circumstances where there is a death of a member of the employee’s “immediate family”, which shall be defined as including the employee’s spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild. Employees shall be entitled to up to two (2) days leave with pay upon the death of an aunt, uncle, niece, or nephew. The Superintendent shall have the discretion to grant a reasonable extension of such leave for death in the employee’s “immediate family” in the event a request for such extension is made and the Superintendent determines that such a request is reasonable.

SECTION 3 – JURY DUTY

Employees shall be entitled to full pay for any period of jury duty for which they appear for assignment when school is in session, provided that they have notified the administration that they have been called to serve, the administration has assisted them in making a request to delay service, and the request to postpone service has been denied.

SECTION 4 – ASSOCIATION LEAVE

The Board shall provide a total of three (3) days each year for the Association to attend to grievance, PERC, court or Commissioner matters. The Association shall be entitled to designate the members and the specific days to be used. Consistent with established practice, the MTEA President shall be relieved of all duties.

SECTION 5 – FAMILY ILLNESS

Employees may choose to “bank” up to five (5) unused personal days to be used in the event of an illness in the immediate family (No more than five (5) days may be in the bank at any time and these days may not be converted to unused sick days). These days may be used as a single occurrence. Immediate family shall be considered husband or wife, father, mother, child, or any member of the immediate household or civil union or domestic partner, as those terms are defined in the New Jersey Statutes. Written proof may be required.

ARTICLE VIII

REPRESENTATION FEE

SECTION 1 - PURPOSE

The Board and the Association agree that if an employee does not become a member of the Association during any membership year which is covered in whole or in part by this contract, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

SECTION 2 – AMOUNT OF FEE

Prior to the beginning of each membership year the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. Under no circumstances will the fee charged be in excess of 85% of the membership dues.

SECTION 3 – DEDUCTION AND TRANSMISSION OF FEE

A. **Notification**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of non-members in the Association for that membership year. The Board will then deduct from the salaries of such employee, as in Section B below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

B. **Payroll Deduction Schedule**

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 during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (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 on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

SECTION 4

A. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

B. Mechanics

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.

C. Changes

The Association will notify the Board in writing, of any changes in the list provided for in paragraph A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

D. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

SECTION 5 – INDEMNIFICATION AND SAVE HARMLESS PROVISION

A. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of

liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

B. Exception

It is expressly understood that paragraph A will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE IX

BOARD'S RIGHTS

Nothing in this Agreement shall be construed to diminish or remove from the Montville Township Board of Education the authority or responsibilities which are vested in it by law.

ARTICLE X

MISCELLANEOUS PROVISIONS

SECTION 1

The Board and the Association agree to discuss items of concern at mutually agreeable times. This is not intended to bypass the negotiation or grievance procedures.

SECTION 2

Whenever any employee is required to appear before any administrator, supervisor, board, committee member, representative, or agent thereof concerning a disciplinary action, he shall be given advance notice and shall be entitled to have a representative of the Association present to advise him and represent him during such meetings or interviews. Except in cases of an emergency, an employee may request and be given prior written notice of the reasons for such meetings or interviews.

SECTION 3

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of both the Board and the Association shall clearly exemplify that there is no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, gender identity, gender expression or sexual orientation. Inquiries regarding compliance may be directed to the District's Affirmative Action Officer.

SECTION 4 - POSTINGS

The Board shall post announcements of vacant positions on the District website.

SECTION 5

If any provision of this Agreement is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.

SECTION 6

Individual non-tenured employees employed by the Board shall execute individual employment contracts with the Board. These contracts shall be created by the district and executed by the employee in the district's online human resources portal.

SECTION 7

Any individual contract 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 an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall supersede.

SECTION 8

Nothing contained herein shall be construed to deny or restrict to any employee such rights as such employee may have under New Jersey School Laws or other applicable laws and regulations.

SECTION 9

Employees will render services and conduct themselves in accordance with personnel policies adopted or modified by the Board, now or in the future, provided such policies are not contrary to law or in violation of this Agreement.

ARTICLE XI

FULLY BARGAINED PROVISION

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

THIS AGREEMENT shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

TEACHER PROVISIONS

ARTICLE XII

COMPENSATION

SECTION 1

The salary of each teacher employed by the Board shall be in accordance with the salary guides attached hereto as Schedule A 2021-2022, 2022-2023, and 2023-2024, and incorporated by reference.

SECTION 2

The individual contract of each coach employed by the Board shall provide for compensation in accordance with the stipend guides attached hereto as Schedule B 2021-2024 Coaches' Classifications; Schedule C Head Coaches' Salary Guides 2021-2022, 2022-2023, 2023-2024; and Schedule D Assistant Coaches' Salary Guides 2021-2022, 2022-2023, 2023-2024, and incorporated by a reference.

SECTION 3

The individual contract of each advisor employed by the Board shall provide for compensation in accordance with the stipend guides attached hereto as Schedules E through G Advisor's Stipends 2021-2022, 2022-2023, 2023-2024, and incorporated by a reference.

SECTION 4

Involuntary assignment to coaching and/or advisor positions listed in Schedules B through G shall only be made if the Board is unsuccessful in its attempt to solicit qualified district employees or outsiders for the assignment. Qualifications shall be determined and evaluated by the administration. Appeals concerning determination of qualifications shall be limited to the Superintendent's level of the grievance procedure.

SECTION 5

A chaperoning stipend shall be paid at the rate of \$75 per night, per staff member, for those overnight trips approved by the Board. Specifically excluded from any such payment are activities encountered by those individuals acting as a coach or advisor for which they are already receiving a stipend.

SECTION 6

The hourly rate for summer work for all District employees, except teachers attending Individual Education Plan ("IEP") meetings, shall be a pro-rata portion of the individual's annual rate (annual salary divided by (teacher work day as defined in Article XVII, Section 4 x 200)). This work shall include special education extended year programs, basic skills instruction, nurses, guidance counselors and child study teams. Employees of other districts performing summer work in Montville and Montville teachers attending IEP meetings shall be paid \$40 per hour.

SECTION 7

- A. Horizontal advancement on the salary guide may occur one time per year, i.e. in September, for all course work completed through the preceding summer session. If the employee's scholastic records are delayed by the educational institution, this payment will be made retroactively.
- B. Movement from BA+30 to MA+30 will continue to be granted provided that the "+30" credits were also not used for the MA degree.
- C. Teachers that intend to request lateral movement across the salary guide as a result of completing graduate coursework must provide formal written notice by February 1st of their plans.

SECTION 8

Teachers serving on K-12 curriculum revision committees shall be paid for curriculum revision/writing at the rate of \$500 per person per course for re-writing and \$1000 per person for a new course after the board has approved it. New course curricula, paid at the rate of \$1000 per person per new course, may be written out of the revision cycle and out of committee.

SECTION 9

The District Head Nurse shall receive an annual stipend of \$3,200.

SECTION 10

Teachers accepting a sixth period assignment shall be remunerated at the rate of 1/6 of the teacher's annual salary pro-rated for the time served. These moneys shall be pensionable if permitted by the Division of Pensions.

The administration shall make a good-faith effort to notify staff of assignment to a sixth period that begins with the start of school, or the removal of such assignment, no later than August 1st.

Special education teachers who have a 1/6 stipend will have duty two marking periods per year.

SECTION 11

The home instruction rate will be \$45 per hour for the life of this Agreement.

ARTICLE XIII

TEACHER LEAVE

SECTION 1

Teachers shall be granted ten (10) sick days leave per year. Teachers who are employed after September 30 shall be granted sick leave at the rate of one (1) per month equal to the number of months remaining in the school year. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. The parties hereto recognize that the Board may require, at the teacher's expense, a doctor's certificate as a condition for the granting of sick leave. The parties hereto further agree that the Board, through the Superintendent, may require that teachers submit to a physical examination by the school medical examiner or other physician designated by the Board, at the Board's expense, as a condition for granting of sick leave. Part-time employees shall receive a pro-rata portion of their sick leave entitlement equal to that portion of the full-time week worked.

SECTION 2

Upon retirement, after fifteen (15) years of service in the district and upon New Jersey pension approval, teachers shall be paid \$40 per day for their accumulated sick leave, to a maximum of \$10,000. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

SECTION 3

The parties hereto agree that a sabbatical leave may be granted upon the following terms and conditions:

- A. A sabbatical leave may be granted to a teacher for study in the teacher's area of specialization, or for other reasons deemed sufficient by the Montville Township School District, as determined by the administration and approved within the sole discretion and final authority of the Board.
- B. A teacher may apply for sabbatical leave only upon the completion of at least seven (7) full years of service in the Montville Township School District.
- C. No more than two (2) teachers shall be granted sabbatical leave for the same year.
- D. Request for sabbatical leave shall be made before January 2 prior to the year for which such absence is requested. Such application shall be made upon a form furnished by the Board and shall be accompanied with the detailed proposal for study or research

to be accomplished during the leave. Action on all such requests shall be taken by the Board no later than March 1 following receipt of the request.

- E. The teacher may be granted a sabbatical leave for one-half (½) year at full pay or (1) year at one-half (½) of the teacher's full salary at the step the teacher would have obtained had the teacher not taken the sabbatical leave. Salary payments shall be made to the teacher in accordance with the manner in which salary payments are made to the teachers who have not received sabbatical leave. The teacher who is granted a sabbatical leave shall be entitled to the same salary increments, salary increases and fringe benefits which the teacher would have received in the absence of a sabbatical leave.
- F. There shall be a written contract between the Board and the individual teacher which shall embody the terms and conditions of the sabbatical leave. The teacher who is granted a sabbatical leave shall be expected to acknowledge in writing his or her expectation and desire to return to the Montville Township School District following the leave for a minimum of two (2) years. If the teacher terminates employment within the Montville Township School District before the end of the aforesaid two (2) year period, the teacher shall be required to repay to the Board the pro rated amount of the salary paid to the teacher during the sabbatical leave.
- G. The parties hereto expressly agree, and the teacher shall acknowledge in writing before any sabbatical leave is granted hereunder, that such sabbatical leave of absence may be rescinded at any time by the Board, in its sole discretion, when in the sole and absolute judgment and discretion of the Board, the conditions under which the sabbatical was granted are no longer being met. The teacher or representative will be given the opportunity to demonstrate that the conditions under which the sabbatical leave were granted have not changed and are being met.
- H. In no event shall any determination by the Board to grant or deny any sabbatical leave(s) be subject to binding arbitration as provided herein. It is the intent of the parties hereto to expressly exclude any determination by the Board related to sabbatical leave from the binding arbitration grievance procedure as established herein.
- I. However, the parties agree that any decision by the Board to rescind the leave may be challenged through the grievance procedure this Agreement, and that the final and exclusive remedy in such case shall be the utilization of binding arbitration.

SECTION 4

Notwithstanding any past practice in the school district, the leave granted within Article VII and XIII shall constitute the total leave allowed to teachers for which compensation shall be paid by the Board.

SECTION 5

Teachers bearing, raising, or adopting pre-school age children will be granted sick leave and/or family leave in accordance with applicable New Jersey law. Notwithstanding the foregoing, additional child rearing leave will be granted for up to one school year, with an extension, upon request, for up to one additional school year upon the expiration of any statutory leave. The exact duration of the leave or extension to be contingent upon date of application, so that the teacher will return from leave at the start of a school year, i.e., September. When both parents are employed in the Montville School District, the total leave per child shall not exceed two (2) years as defined above.

***Teachers anticipating a maternity or other disability leave should give as much notice as possible, but no less than 30 days of the anticipated start of the leave. Teachers seeking to extend their leave into a second academic year must notify the Board by April 15 of the current year in order for the Board to plan. Teachers seeking an extension of a leave scheduled to end during the same year must make their request 30 days prior to the originally scheduled return date.

ARTICLE XIV

WORKSHOPS, CONVENTIONS AND PROFESSIONAL DAYS

SECTION 1

It is the belief of the Board of Education that in instances where the educational program of the school district shall benefit in a significant manner, staff members, with the approval of the Superintendent of Schools or his/her designee, may be granted professional days.

Approval shall be contingent on compliance with the administrative guidelines and procedures as established by the Superintendent and the availability of funds designated for this purpose.

SECTION 2

If a teacher requests in writing to attend a summer Professional Development course, the District, at its discretion, may approve the request and pay registration and mileage. If a teacher requests to attend a summer Professional Development course, and the District opts not to approve the request, the teacher can attend and can pay his/her own registration and mileage.

If the District *requires* a teacher to attend a summer Professional Development course, the District will pay for registration, mileage, and a per diem salary of \$110 per day.

ARTICLE XV

INSURANCE

SECTION 1

- A. The parties agree to switch to the School Employees' Health Benefits Plan, including a stand alone prescription benefit. Employees will be enrolled in the School Employees' Health Benefits Plan of their choosing and will contribute to the premiums for those plans pursuant to the tables set forth in Ch. 78, P.L. 2011. At that time, the rules of the SEHBP will apply. Each employee who has health benefits coverage through his/her spouse may waive his/her health benefits and shall in return receive 25% of the premium savings or \$4,000, whichever is less.

Effective as soon as possible after ratification of the 2018-2021 Agreement, the new base plan will be Direct 15. All new hires after the date of ratification will be enrolled in the SEHBP 15/25 Plan. Those employees may 'buy up' to Direct 15 by paying their Ch. 78 contributions on the 15/25 Plan and 100% of the premium difference between the two plans.

- B. The Board will provide a Section 125 plan.

SECTION 2

Upon retirement, teachers, custodians/maintenance and secretaries are eligible to purchase the same insurance coverage provided in Sections 1, 4 and 5 of this Article by the Board of Education for its active teacher, custodial/maintenance and secretarial employees.

SECTION 3

The Board agrees to maintain the present level of medical benefits. It is understood that specific benefits may vary from policy to policy. The Board must provide 60 days' notice before changing insurance providers.

SECTION 4

The Board will provide dental insurance including family coverage, for the teachers, custodians/maintenance and secretaries employed by it, with coverage being substantially similar to coverage presently provided. The Board will make available to teachers and secretaries who choose it, a preferred provider option for dental insurance coverage. For teachers and secretaries who select this option, the annual benefit maximum will be \$2,000. For teachers and secretaries who retain the traditional dental plan, the annual benefit maximum will remain \$1,000.

SECTION 5

The Board will provide a family vision care insurance program for its teachers, custodians/maintenance and secretaries.

SECTION 6

Leave replacement teachers hired for three (3) months or more shall be entitled to District health care insurance. Leave replacement teachers hired for less than three (3) months will not be entitled to health care insurance, leave replacement teachers hired for less than three (3) months who are extended in either that position, or another, beyond three (3) months, shall receive a pro-rated portion of the health benefits waiver amount for that school year.

SECTION 7

Effective as soon as possible after ratification of the 2018-2021 Agreement, the minimum number of hours worked to be entitled to benefits will be 27.5 per week.

ARTICLE XVI

TUITION REIMBURSEMENT

SECTION 1

- A. Upon prior written approval of the Superintendent or designee, the Board will reimburse all full time certified staff members for courses taken at a duly authorized institute of higher learning for the purpose of attaining advanced degrees or additional certification related to their present or future job responsibilities. Non-tenured teachers shall be reimbursed subject to Section 4 below. Said staff members shall be reimbursed for one hundred percent (100%) of the tuition (excluding text books, fees and supplies) not to exceed the state college tuition rate per credit or not to exceed the Montclair State College rate if a private college is attended, and a maximum of nine (9) credits per year.

Effective July 1, 2015, the Board's total expenditure for tuition reimbursement shall not exceed \$230,000.00. Effective July 1, 2019, this will be increased to \$240,000. The first three credits shall be paid in full for any eligible teacher. Any credits thereafter shall be pro-rated as the reimbursement fund(s) allow.

Tuition will be reimbursed upon successful completion of each course with a minimum grade of B and the submission of a transcript and paid tuition bill.

All courses used to move across the salary guide, with or without tuition reimbursement, must be graduate courses, related to the employee's current or future job responsibilities, pre-approved by the Superintendent or designee and taken at a

duly authorized institute of higher learning. No more than nine (9) credits from third party providers may be applied for movement across the guide per year.

- B. All part-time certified staff members who are employed under a 44-49% contract will be eligible to receive tuition reimbursement under Section 1A. of Article XVI, at a pro rata rate comparable to their stipulated contract, (e.g., percent of rate for full-time staff members.) and subject to Section 4, below.
- C. The reimbursement year shall be defined as July 1 to June 30. Completion of the course indicates the year in which it is to be counted towards the per year maximum.

SECTION 2

To qualify for tuition reimbursement, teachers must be matriculated in a Masters Degree Program or enrolled in graduate level courses related to their teaching assignment or required for additional certification, as determined and pre-approved in writing by the Superintendent or designee.

SECTION 3

If a teacher leaves the District within three (3) years of completing any administrative/supervisory course, he/she will be required to repay the amount paid by the Board.

SECTION 4

Reimbursement will be provided to non-tenured teachers as follows:

- During the 1st year from date of employment – no entitlement
- During the 2nd year from date of employment – up to 3 credits
- During the 3rd year from date of employment - up to 6 credits
- During the 4th year from date of employment - up to 9 credits

SECTION 5

Course reimbursement requests, along with a copy of the transcript and proof of payment, are due on or before June 30th of each year. The Board will allocate the reimbursements in accordance with Section 1A, paying for the first three (3) credits for each teacher on a first come, first served basis up to the cap amount. Remaining funds will be reimbursed on a pro rata basis for additional credits earned that contract year. Payments will be distributed by August 31st. Requests for an extension are at the discretion of the Business Administrator.

The Business Office shall keep the Association informed of the status of the reimbursement account on a quarterly basis through a report indicating the total value of reimbursement requests that have been both submitted and approved to date.

ARTICLE XVII

WORK YEAR AND TEACHING HOURS

SECTION 1

The school work year for teachers, other than new personnel who may be required to attend an additional three (3) days of orientation, shall not exceed 182 student days and three (3) in-service days. Snow days scheduled, but unused, in excess of these 185 days shall be returned to the teachers. The Wednesday before Thanksgiving and the day prior to Winter recess will be early dismissal days for teachers and students. The day prior to the last day of school will be an early dismissal day for students and the final day of school will be an early dismissal day for students and staff. Teachers of grades K-8 will be afforded a half day during the opening days of school to work in their classrooms.

SECTION 2

The in-school work year shall include days when pupils are in attendance, orientation days and any day when teacher attendance is required.

SECTION 3

1. The Board reserves the right to establish the busing and transportation schedules for the school district. The arrival and departure times for employees must, of necessity, conform to said schedules. When teachers employed by the Board have no assigned duties in addition to those customary to a normal school day, they shall not be required to be in their respective classrooms more than fifteen minutes prior to the bell starting instruction at the elementary level or more than ten minutes prior to the bell starting instruction at the middle and high schools, and shall not be required to remain more than ten (10) minutes after the final dismissal bell (as distinguished from the last bus bell), (Note: at the Middle School, the teacher day may extend fifteen minutes before and 5 minutes after the students) except that the teachers shall be required to remain longer, i.e., extend their day, when and as necessary for the following reasons:

- A. In-Service Programs;
- B. Staff Meetings;

These shall include such meetings as faculty meetings, grade level meetings, professional development, training and department meetings.

- Monday shall be defined as a meeting day, with Wednesday as a fallback day in case of holidays. If Monday is not available, Wednesday may be used, especially in the case of department meetings. Monday should be used whenever possible for Faculty Meetings.

- In the case of non-regularly scheduled meetings or changes in day and time, staff must be notified 48 hours in advance, except in case of emergency.
- Administration “may” have 3 meetings a month, no rollover. In the case of an emergency a 4th meeting can be called after consultation between administration and the Association.
- In each month, one meeting may be 90 minutes in length, the other two, when necessary, may be no longer than one hour in length. Meetings shall begin no later than 15 minutes *after* the last bus departing school.
- Anything can be discussed, including curriculum development, curriculum mapping, benchmarks, assessments, etc. However, the actual writing of curriculum will be done through curriculum writing projects with compensation for teacher curriculum writers as stated in the contract.
- Teachers new to the District will be required to attend up to seven (7) additional after school meetings within their first calendar year of employment for the purposes of a New Teacher Seminar. Only one of these meetings may be held each month.

C. Student Assistance;

D. Curriculum Assessment and Committee Work

All teachers employed by the Board may, upon request of their administrative superior, be required to expend no more than twenty (20) hours beyond the teacher’s usual release time per contract year for such efforts as curriculum assessment (where input is solicited for curriculum revision); or committee work, including, but not limited to: Administrative Faculty Advisory Council, Core Teams, Pupil Assistance Committees, site based management teams, faculty steering or other ad hoc committees established by the administration, or other related activities. These meetings may be scheduled before or after school, during recess or other mutually acceptable times. All assignments counting towards the 20 hours must be approved by the Superintendent. Where feasible, the Board will assist the teachers in having these hours count towards their continuing education requirements.

E. As required by emergency situation.

2. Notwithstanding the above, the Board may adjust the workday of any unit member on a permanent basis to accommodate a flexible schedule. This will be accomplished as follows:

a. with the approval of the Principal and Superintendent;

- b. with a continuous workday no longer than that of the other teachers;
- c. with no more than one hour of "flexing" at the beginning or the end of the day;
- d. with volunteers being sought first.
- e. Teachers whose flexible workday ends earlier than the regular teacher day shall not be required to attend after school meetings, but shall be responsible for the information distributed therein.

SECTION 4 – TEACHER WORK DAY

1. The length of the regular teacher day shall be as follows:

Elementary Schools - 7 hours
Middle School - 7 hours and 10 minutes
High School - 7 hours and 10 minutes

2. High School Flexible Scheduling

- a. For as long as the flexible schedule in effect for the 2000-01 academic year remains in place, and subject to the provisions of Article XVII of this agreement, teachers, except science teachers, shall have the following assignments in a four day rotation:

15 teaching periods;
6 preparation periods;
3 duty periods.

Science teachers will continue to teach 4 or 5 periods, depending upon the number of labs dictated by the courses assigned by the subject supervisor.

- b. With respect to the flexible schedule at the high school, the parties agree as follows:
 1. Teachers shall receive a duty free lunch.
 2. If there is a problem with a particular teacher's schedule, the teacher shall:
 - a) identify the problem;
 - b) discuss it with an appropriate administrator;

- c) appeal to a Problem Resolution Committee. The decision of the committee as to whether a problem is resolvable shall be final.

3. The Committee shall consist of:

1. subject supervisor;
2. an administrator (principal or designee);
3. teacher representative;
4. Other people may participate as resources.

3. Middle School Schedule

For the middle school: For as long as the nine period day in effect for the 2000-01 academic year remains in place, and subject to the provisions of Article XVII of this agreement, classroom teachers' daily schedules shall include:

- 5 instructional periods;
- 1.5 preparation periods;
- .5 team planning periods, or .5 non-instructional duty if the teacher is not a member of a team;
- 1 duty free lunch period;
- 1 non-instructional duty period.

Any change to the nine period day, i.e., the proposed character education program, shall not result in additional student contact time.

SECTION 5

Teachers may be required to attend three (3) evening events *a year* which may include parent conferences, Back to School Night, or, at the High School, the graduation ceremony. Teachers will be provided with an early dismissal schedule on days of evening conferences. If a fourth evening conference is required, the teacher will be compensated \$50 for that evening, with no early dismissal schedule.

Evening conferences will not be held on Election Day. Conferences may be held virtually, however, every parent that wants a conference during the conference period must be provided one.

Any teacher who is required to attend more than one (1) Back-to-School Night per year shall be paid \$50.00 for each additional Back-to-School Night. Teachers will be provided with an early dismissal schedule on Back-to-School Nights.

SECTION 6

A. ELEMENTARY SCHOOL

When a substitute is not available for assignment in a regular classroom, students may be assigned to other classrooms by the building administrator. The assignment of students and the number of classrooms to which students are assigned is the responsibility of the building administrator. Teachers to whom extra students have been assigned shall be compensated by dividing the current daily substitute rate by the number of classrooms to which additional students have been assigned.

When an elementary teacher loses a preparation period as a result of the Board's failure to provide a full-day substitute for an absent special subject teacher, the classroom teacher losing the preparation period shall be compensated by dividing the current daily substitute rate by the number of classroom teachers who lost a preparation period that day.

B. MIDDLE AND HIGH SCHOOLS

When a substitute is not available for assignment at the middle school or the high school, the building administrator may assign staff to cover all instruction and supervisory periods noted on the absent teacher's schedule. Teachers to whom additional periods have been assigned shall be compensated at a rate determined by dividing the daily substitute rate by the number of periods assigned the absent teacher. Assigned periods are defined as instructional and supervisory responsibilities. The MTEA acknowledges the prerogative of the Administration to assign class coverage during a duty period. The Administration will make every effort to avoid having a high school teacher teaching five periods in a day not be assigned class coverage on that day.

SECTION 7

Teachers shall be notified 48 hours (actual working days) in advance of an in-service training program or staff meeting. No meeting shall be scheduled for Election Day or before a vacation, except for an emergency.

SECTION 8 – PREPARATION TIME

A. TEACHERS AT THE ELEMENTARY SCHOOLS

1. There will be a minimum thirty (30) minute daily, duty-free lunch period.
2. There will be a minimum of 290 minutes per week for preparations and planning, during which no other duties shall be assigned.

- B. Middle school teachers shall be scheduled for 300 minutes of non-instructional time per week which includes 200 minutes of preparation time.
- C. High school subject area and special education teachers shall be scheduled for 205 minutes of preparation time per week.
- D. Grade Level Leaders at the middle school shall remain duty-free and shall receive a stipend of \$1,000 per year.

SECTION 9 - WORKSHOPS

To the extent possible, the Board will utilize a portion of the in-service programs to coordinate with the State's 20 hours of professional development each school year.

Teachers presenting workshops during in-service days or other faculty meetings for which they will receive credit towards their 20 hours annual continuing education requirement shall not be compensated by the Board. Teachers presenting the same program during an in-service day or at other faculty meetings for which they do not receive credit towards their continuing education requirement, for example, the second time they present the same workshop, shall be paid \$50 per hour. Payment shall be made on an hour for hour basis for the presentation. Teachers shall not be paid for preparation time for the second and subsequent times they teach the program.

SECTION 10 – WORK AND TEACHING HOURS

High school teachers supervising lunch periods in lieu of their own duty-free lunch shall receive \$25 per period. Lunch and recess supervision shall remain duty periods at the middle and elementary schools, however, if there are an insufficient number of teachers available for such duties, teachers supervising lunch or recess in lieu of their own lunch or preparation period shall be paid \$15 per period at the elementary school and \$15 per period at the middle school.

If there are an insufficient number of volunteers for lunch supervision, the Board may assign that task (with stipend) to assure proper levels of supervision.

SECTION 11

School nurses at each building may be asked to work up to five days between the close of one school year and the start of the next. These days will be scheduled with the building principal and the approval of the Superintendent. Nurses will work a six and one half hour day, inclusive of a 30 minute lunch, and shall receive their per diem rate for the fiscal year in which the day is worked.

ARTICLE XVIII

MENTORING

- A. The Board agrees to first seek appropriate volunteers to act as mentor teachers, but retains the right to assign teachers to this role where it deems necessary. These assignments shall be made on a rotating basis, if at all possible.
- B. A mentor teacher shall receive the State mandated compensation, which will be deducted from the provisional staff member's salary.
- C. Mentor teachers must be experienced and fully certified. They shall not evaluate or supervise a provisional teacher.
- D. The Board and the Association agree to abide by the State guidelines for mentoring.

ARTICLE XIX

OBSERVATIONS

All professional observations and evaluations shall be made in accordance with state law and regulations. Each employee shall be granted access to the administration's expectations, either via hard copy or through the district's website.

Employees shall be notified of any changes to the evaluation procedures, and shall receive appropriate training prior to any observations under a new procedure.

Administration will make a good faith effort to spread observations with the following guidelines:

- a. Non-tenured – 1st, 2nd, and 3rd marking periods
- b. Tenured – 1st half of the year and second half of the year
- c. No observations will occur before Back to School night without the teacher's consent.

No employee will be formally observed within 30 calendar days of his/her previous formal observation.

SCHEDULE A

SALARY GUIDE

**TEACHERS
2021-2022**

Step	BA Guide	BA+30 Guide	MA Guide	MA+30 Guide
3	\$55,138.00	\$ 58,493.00	\$61,839.00	\$65,203.00
4	\$55,776.00	\$ 59,131.00	\$62,486.00	\$65,841.00
5	\$56,411.00	\$ 59,766.00	\$63,121.00	\$66,476.00
6	\$57,086.00	\$ 60,441.00	\$63,796.00	\$67,151.00
7	\$57,736.00	\$ 61,166.00	\$64,446.00	\$67,801.00
8	\$58,686.00	\$ 61,896.00	\$65,096.00	\$68,651.00
9	\$59,641.00	\$ 62,921.00	\$66,001.00	\$69,631.00
10	\$60,581.00	\$ 63,961.00	\$66,991.00	\$71,071.00
11	\$61,516.00	\$ 65,426.00	\$68,326.00	\$73,826.00
12	\$63,176.00	\$ 67,416.00	\$70,516.00	\$76,716.00
13	\$66,086.00	\$ 70,186.00	\$73,886.00	\$79,786.00
14	\$69,321.00	\$ 73,476.00	\$77,526.00	\$83,721.00
15	\$72,646.00	\$ 77,096.00	\$82,096.00	\$88,501.00
16	\$76,081.00	\$ 80,756.00	\$86,306.00	\$93,456.00
17	\$79,466.00	\$ 84,666.00	\$90,066.00	\$97,466.00
18	\$82,743.00	\$ 88,638.00	\$93,418.00	\$101,618.00
19	\$85,793.00	\$ 91,688.00	\$96,468.00	\$104,668.00

Longevity:

- 15 years of service - \$ 700 a year
- 20 years of service - \$1,200 a year
- 25 years of service - \$1,800 a year

Payment of longevity shall be effective on September 1 of the year after the employee has completed 15, 20 or 25 years of service.

SALARY GUIDE

TEACHERS 2022-2023

Step	BA Guide	BA+30 Guide	MA Guide	MA+30 Guide
3	\$55,984.00	\$59,339.00	\$62,685.00	\$66,049.00
4	\$56,622.00	\$59,977.00	\$63,332.00	\$66,687.00
5	\$57,257.00	\$60,612.00	\$63,967.00	\$67,322.00
6	\$57,932.00	\$61,287.00	\$64,642.00	\$67,997.00
7	\$58,582.00	\$62,012.00	\$65,292.00	\$68,647.00
8	\$59,532.00	\$62,742.00	\$65,942.00	\$69,497.00
9	\$60,487.00	\$63,767.00	\$66,847.00	\$70,477.00
10	\$61,427.00	\$64,807.00	\$67,837.00	\$71,917.00
11	\$62,362.00	\$66,272.00	\$69,172.00	\$74,672.00
12	\$64,022.00	\$68,262.00	\$71,362.00	\$77,562.00
13\$	\$66,932.00	\$71,032.00	\$74,732.00	\$80,632.00
14	\$70,167.00	\$74,322.00	\$78,372.00	\$84,567.00
15	\$73,492.00	\$77,942.00	\$82,942.00	\$89,347.00
16	\$76,927.00	\$81,602.00	\$87,152.00	\$94,302.00
17	\$80,312.00	\$85,512.00	\$90,912.00	\$98,312.00
18	\$83,589.00	\$89,484.00	\$94,264.00	\$102,464.00
19	\$86,639.00	\$92,534.00	\$97,314.00	\$105,514.00

Longevity:

- 15 years of service - \$ 700 a year
- 20 years of service - \$1,200 a year
- 25 years of service - \$1,800 a year

Payment of longevity shall be effective on September 1 of the year after the employee has completed 15, 20 or 25 years of service.

SALARY GUIDE

**TEACHERS
2023-2024**

Step	BA Guide	BA+30 Guide	MA Guide	MA+30 Guide
3	\$56,982.00	\$60,337.00	\$63,683.00	\$67,047.00
4	\$57,620.00	\$60,975.00	\$64,330.00	\$67,685.00
5	\$58,255.00	\$61,610.00	\$64,965.00	\$68,320.00
6	\$58,930.00	\$62,285.00	\$65,640.00	\$68,995.00
7	\$59,580.00	\$63,010.00	\$66,290.00	\$69,645.00
8	\$60,530.00	\$63,740.00	\$66,940.00	\$70,495.00
9	\$61,485.00	\$64,765.00	\$67,845.00	\$71,475.00
10	\$62,425.00	\$65,805.00	\$68,835.00	\$72,915.00
11	\$63,360.00	\$67,270.00	\$70,170.00	\$75,670.00
12	\$65,020.00	\$69,260.00	\$72,360.00	\$78,560.00
13	\$67,930.00	\$72,030.00	\$75,730.00	\$81,630.00
14	\$71,165.00	\$75,320.00	\$79,370.00	\$85,565.00
15	\$74,490.00	\$78,940.00	\$83,940.00	\$90,345.00
16	\$77,925.00	\$82,600.00	\$88,150.00	\$95,300.00
17	\$81,310.00	\$86,510.00	\$91,910.00	\$99,310.00
18	\$84,587.00	\$90,482.00	\$95,262.00	\$103,462.00
19	\$87,637.00	\$93,532.00	\$98,312.00	\$106,512.00

Longevity:

- 15 years of service - \$ 700 a year
- 20 years of service - \$1,200 a year
- 25 years of service - \$1,800 a year

Payment of longevity shall be effective on September 1 of the year after the employee has completed 15, 20 or 25 years of service.

SCHEDULE B

COACHES' CLASSIFICATIONS

<u>CAT.1-A</u>	<u>CAT. 1</u>	<u>CAT. 2</u>	<u>CAT. 3</u>
Football First Assistant	Football	Basketball Wrestling Swimming Ice Hockey Baseball Softball Lacrosse Field Hockey Soccer Winter Track Volleyball (eff.7/1/13)	Gymnastics Tennis Golf Cross Country Cheerleading Spring Track Volleyball Bowling

Longevity:
\$50 after being on Step 4 for one year.

Notice provision for co-curricular contracts will be 21 days for both parties. To the extent possible, appointments for fall and winter positions will be made by the end of the preceding school year and appointments for spring will be made by October 31.

SCHEDULE C

HEAD COACHES' SALARY GUIDES

	2021-2022	2022-2023	2023-2024
CAT. 1	10,563.00	10,666.00	10,742.00
	11,066.00	11,169.00	11,245.00
	11,923.00	12,026.00	12,102.00
	13,395.00	13,498.00	13,574.00
CAT. 2	7,841.00	7,944.00	8,020.00
	8,179.00	8,282.00	8,358.00
	8,691.00	8,794.00	8,870.00
	10,342.00	10,445.00	10,521.00
CAT. 3	7,674.00	7,777.00	7,853.00
	8,106.00	8,209.00	8,285.00
	8,518.00	8,621.00	8,697.00
	10,104.00	10,207.00	10,283.00

Longevity:
\$50 after being on Step 4 for one year.

SCHEDULE D

ASSISTANT COACHES' SALARY GUIDES

	2021-2022	2022-2023	2023-2024
CAT. 1-A	6,493.00	6,596.00	6,672.00
	6,832.00	6,935.00	7,011.00
	7,503.00	7,606.00	7,682.00
	8,829.00	8,932.00	9,008.00
CAT. 1	6,069.00	6,172.00	6,248.00
	6,407.00	6,510.00	6,586.00
	6,832.00	6,935.00	7,011.00
	8,490.00	8,593.00	8,669.00
CAT. 2	5,643.00	5,746.00	5,822.00
	5,990.00	6,093.00	6,169.00
	6,328.00	6,431.00	6,507.00
	8,207.00	8,310.00	8,386.00
CAT. 3	5,565.00	5,668.00	5,744.00
	5,902.00	6,005.00	6,081.00
	6,235.00	6,338.00	6,414.00
	7,987.00	8,090.00	8,166.00

Longevity:
\$50 after being on Step 4 for one year.

SCHEDULE E

**ADVISORS' STIPENDS
ELEMENTARY SCHOOL**

<u>POSITION</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Play production	\$569	\$580	\$592
Clubs	\$1,019	\$1,039	\$1,060
Intramurals (60 hours)	\$1,564	\$1,595	\$1,627
Intramurals (90 hours)	\$2,331	\$2,378	\$2,425
Geography Club	\$1,277	\$1,303	\$1,329
Math 24	\$1,277	\$1,303	\$1,329
Peer Mentoring/Tutoring	\$1,328	\$1,355	\$1,382
Safety Patrol Club	\$1,277	\$1,303	\$1,329
Math Olympiad	\$1,277	\$1,303	\$1,329
Science Club (2)	\$1,277	\$1,303	\$1,329
Student Council (2)	\$2,111	\$2,153	\$2,196
Art Club	\$1,019	\$1,039	\$1,060
Drama Club	\$1,019	\$1,039	\$1,060
Family Math	\$1,277	\$1,303	\$1,329
Family Science (2)	\$1,277	\$1,303	\$1,329
Floor Hockey Club	\$1,019	\$1,039	\$1,060
Journalism Club	\$1,019	\$1,039	\$1,060
Musical Theater	\$1,019	\$1,039	\$1,060
Poetry Café	\$1,019	\$1,039	\$1,060
Tools for Schools (2)	\$1,277	\$1,303	\$1,329
Technical Support	\$692	\$706	\$720
Morning Bus Supervision	\$8.00/day	\$8.16/day	\$8.32/day

Stipends are subject to annual approval of the club and the advisors by the Board.

Notice provision for co-curricular contracts will be 21 days for both parties. To the extent possible, appointments for fall and winter positions will be made by the end of the preceding school year and appointments for spring will be made by October 31.

* Number of positions varies by school.

SCHEDULE F

**ADVISORS' STIPENDS
ROBERT LAZAR MIDDLE SCHOOL**

<u>POSITION</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Basketball	\$1,178	\$1,210	\$1,234
Field Hockey	\$1,178	\$1,210	\$1,234
Softball	\$1,178	\$1,210	\$1,234
Soccer	\$1,178	\$1,210	\$1,234
Gymnastics	\$1,178	\$1,210	\$1,234
Forensics	\$3,027	\$3,088	\$3,149
Music Program	\$1,178	\$1,210	\$1,234
Music Program	\$712	\$726	\$741
Student Council (2)	\$1,391	\$1,419	\$1,447
Eighth Grade Advisor (2)	\$1,178	\$1,210	\$1,234
Yearbook	\$3,020	\$3,080	\$3,142
Newspaper	\$1,508	\$1,538	\$1,569
Girls Gymnastics	\$1,778	\$1,814	\$1,850
Builders Club	\$1,508	\$1,538	\$1,569
Just Say "NO"	\$1,178	\$1,210	\$1,234
Art Club	\$1,178	\$1,210	\$1,234
Green Art Club	\$1,178	\$1,210	\$1,234
Gifted & Talented (8)	\$1,818	\$1,854	\$1,891
Musical Director (2)	\$2,828	\$2,828	\$2,828
Music Director - Theater Arts	\$1,083	\$1,105	\$1,127
Set Design/Construction (2)	\$726	\$741	\$755
Choreographer	\$363	\$370	\$378
Choir (2)	\$1,194	\$1,210	\$1,234
Band	\$1,194	\$1,210	\$1,234
Jazz Band	\$1,178	\$1,210	\$1,234
Orchestra Director	\$711	\$725	\$740
Make-A-Wish (2)	\$1,508	\$1,538	\$1,569
Math Counts (2)	\$1,365	\$1,392	\$1,420
Environmental Club	\$1,194	\$1,210	\$1,234
Fitness Club	\$1,194	\$1,210	\$1,234
Computer Club	\$1,194	\$1,210	\$1,234
Mentor/Advisory Coordinator	\$1,794	\$1,830	\$1,866
NJ Peer To Peer (2)	\$1,231	\$1,256	\$1,281
Family Math Night (2)	\$1,381	\$1,409	\$1,437
Flag Football	\$1,178	\$1,210	\$1,234
Math Support (3)	\$1,051	\$1,072	\$1,093
Study and Organizational Skills	\$3,796	\$3,872	\$3,949
STEAM Club (2)	\$1,178	\$1,210	\$1,234
World Language (4)	\$1,194	\$1,210	\$1,234

Technical Support (3)		\$692	\$706	\$720
Writer's Eye		\$1,178	\$1,210	\$1,234
Science Olympiad (2)		\$2,895	\$2,900	\$2,958
Fall Play (2)		\$1,414	\$1,545	\$1,633
Treasurer/Bursar		\$1,787	\$1,823	\$1,859
Extended Day Special Ed (5)		\$4,080	\$4,162	\$4,245

Stipends are subject to annual approval of the club and the advisors by the Board.

Notice provision for co-curricular contracts will be 21 days for both parties. To the extent possible, appointments for fall and winter positions will be made by the end of the preceding school year and appointments for spring will be made by October 31.

SCHEDULE G

**ADVISORS' STIPENDS
MONTVILLE TOWNSHIP HIGH SCHOOL**

<u>POSITION</u>	2021-2022	2022-2023	2023-2024
Treasurer	\$2,717	\$2,771	\$2,827
Class Advisor			
Freshman Advisor	\$3,230	\$3,295	\$3,360
Sophomore Advisor	\$3,230	\$3,295	\$3,360
Junior Advisor	\$3,230	\$3,295	\$3,360
Senior Advisor	\$3,737	\$3,812	\$3,888
Forensics			
Forensics Advisor	\$8,670	\$8,843	\$9,020
Forensics Assistant	\$4,590	\$4,682	\$4,775
Forensics Clerical	\$4,590	\$4,682	\$4,775
Forensics Assistant	\$4,590	\$4,682	\$4,775
Yearbook			
Layout	\$6,729	\$6,864	\$7,001
Photography	\$4,132	\$4,215	\$4,299
Business	\$2,165	\$2,208	\$2,252
Literary Magazine	\$2,015	\$2,055	\$2,096
Drama			
Fall Production	\$4,842	\$4,939	\$5,038
Musical	\$6,856	\$6,993	\$7,133
Business Manager	\$1,057	\$1,078	\$1,100
Scenery Construction	\$3,119	\$3,181	\$3,245
Drama Club (2)	\$3,174	\$3,237	\$3,302
Auditorium	\$2,218	\$2,262	\$2,308
Marching Band			
Director	\$11,297	\$11,297	\$11,300
Assistant	\$4,233	\$4,544	\$4,858
Band Front	\$4,233	\$4,318	\$4,404
Orchestra Leader	\$1,818	\$1,854	\$1,891
Ski Club			
Advisor	\$2,417	\$2,465	\$2,515
Assistant	\$1,106	\$1,128	\$1,151
Newspaper	\$3,830	\$3,907	\$3,985
National Honor Society (2)	\$1,920	\$1,950	\$1,989
Service Club (2)	\$3,320	\$3,386	\$3,454
Jazz Ensemble	\$2,534	\$2,585	\$2,636
Chamber Orchestra	\$2,379	\$2,427	\$2,475
Choral Director	\$2,427	\$2,476	\$2,525

Tri-M Music	\$1,918	\$1,950	\$1,989
School of Rock	\$1,815	\$1,851	\$1,888
Environmental Club	\$1,918	\$1,950	\$1,989
Art Club	\$1,918	\$1,950	\$1,989
FBLA (2)	\$3,019	\$3,079	\$3,125
Italian Honor Society	\$1,918	\$1,950	\$1,989
French Honor Society	\$1,918	\$1,950	\$1,989
Spanish Honor Society	\$1,918	\$1,950	\$1,989
Mandarin Honor Society	\$1,918	\$1,950	\$1,989
Math Club	\$1,918	\$1,950	\$1,989
Science (2)	\$1,918	\$1,950	\$1,989
Varsity M	\$1,918	\$1,950	\$1,989
Academic Decathlon -			
Advisor	\$3,555	\$3,626	\$3,699
Assistant	\$3,261	\$3,326	\$3,393
Computer	\$1,918	\$1,950	\$1,989
Junior Statesmen	\$2,119	\$2,161	\$2,205
CHEF	\$1,918	\$1,950	\$1,989
Project Link-Up	\$1,918	\$1,950	\$1,989
SAC	\$3,019	\$3,275	\$3,495
DECA (2)	\$2,868	\$2,925	\$2,950
After School SAT -			
English	\$3,026	\$3,087	\$3,148
Mathematics	\$3,026	\$3,087	\$3,148
International Concerns	\$1,918	\$1,950	\$1,989
National Student Union	\$1,918	\$1,950	\$1,989
Bowling Club	\$1,918	\$1,950	\$1,989
Volleyball Club	\$1,918	\$1,950	\$1,989
Make-a-Wish	\$1,918	\$1,950	\$1,989
SADD	\$1,918	\$1,950	\$1,989
Weight Room Advisor (3) (one per season)	\$1,666	\$1,699	\$1,733
Weight Room Summer	\$2,346	\$2,393	\$2,441
School-to-Career Coordinator	\$8,098	\$8,260	\$8,425
FIRST Robotics (2)	\$4,316	\$4,402	\$4,475
Rise Above Hatred (RAH)	\$1,918	\$1,950	\$1,989
Badminton Club	\$1,918	\$1,950	\$1,989
Community Crossing	\$1,918	\$1,950	\$1,989
Operation Smile	\$1,918	\$1,950	\$1,989
Future Educators of America	\$1,918	\$1,950	\$1,989
Chess Club	\$1,918	\$1,950	\$1,989
Science Olympiad (2)	\$2,895	\$2,953	\$3,000
Mock Trial	\$1,918	\$1,950	\$1,989
History Club (2)	\$1,918	\$1,950	\$1,989
Federal Reserve Challenge	\$1,918	\$1,950	\$1,989
Interact Club	\$1,820	\$1,856	\$1,894

Key Club (2)	\$3,319	\$3,385	\$3,453
Maboroshi Club	\$1,918	\$1,950	\$1,989
PAL Club	\$1,918	\$1,950	\$1,989
Gay/ Straight Alliance	\$1,918	\$1,950	\$1,989
Film Club	\$4,132	\$4,132	\$4,215
Visual Head	\$735	\$750	\$765

Stipends are subject to annual approval of the club and the advisors by the Board.

Notice provision for co-curricular contracts will be 21 days for both parties. To the extent possible, appointments for fall and winter positions will be made by the end of the preceding school year and appointments for spring will be made by October 31.

STIPEND PROCEDURE

Advisors for school activities/clubs will be appointed each year. A list of all active positions will be posted each year by May 1st. All interested parties shall submit a letter of interest to the building principal by May 15th. The building principal will recommend individuals for the positions to the Superintendent, who will place them on the BOE agenda for approval by the end of July. Approval of an activity/club or appointment of an advisor in any one year does not guarantee that the activity/club or appointment will be continued in any subsequent year.

Advisors will submit an evaluation of the activities each year by May 31st. The evaluation will include a summary of the number of meetings held, the number of hours spent, number of students participating and copies of the sign-in sheets for each meeting indicated.

Staff members who wish to start new activities/clubs must first receive advance approval from their building principal, the Superintendent and Board. The activity/club will be run for one year on a trial basis without receiving a stipend for that year. The advisor will submit an evaluation of the activity/club each year by May 31st in the same manner as those submitted by other activities/clubs. If these records show sufficient student interest, as determined by the building principal, s/he will forward a request to the Superintendent. If the Board of Education approves the addition of the activity/club to the stipend list, it will be paid at the lowest stipend level unless a different stipend is negotiated with the Montville Township Education Association (“MTEA”). The decision to establish the activity/club remains with the Board. The staff member who started the club will be the preferred choice to advise that club for the following year.

New activities/clubs deemed necessary or important by administration may be “fast forwarded” for a stipend during the first year if the stipend is negotiated with the MTEA and is recommended by the Superintendent and approved by the Board of Education.

In June of every year, the stipend committee, consisting of one member appointed by the MTEA and a representative of the Superintendent’s office, will meet to discuss stipended positions. By reviewing the activity reports, with input from the principals (and possibly other staff members) they will determine if any activities should be added or deleted from the stipend list and make

recommendations regarding same to the building principals and Superintendent. If, after reviewing the committee's recommendations, the Superintendent and principals believe changes should be made, they will submit them to the Board of Education for consideration. The revised activities list will be submitted to the Board for their approval during a July meeting. The decision of the Board shall be final and not subject to the grievance procedure.

SECRETARIES' PROVISIONS

ARTICLE XX

COMPENSATION

Subject to the recommendation of the Superintendent of Schools or the School Business Administrator and approval by the Board, the salary of each unit member during the 2021-2022, 2022-2023, and 2023-2024 school years shall be in accordance with the mutually developed salary guides and Progression-Advancement Chart attached hereto as Schedule A and incorporated by reference. No members shall receive less than what they are presently earning.

ARTICLE XXI

DAILY WORK HOURS

SECTION 1

All full-time employees shall work seven (7) hours per day. Not included in the seven (7) hour workday is a thirty (30) minute uninterrupted lunch period.

Each supervisor shall determine the daily start time for all assigned secretaries but not more than (1) one hour before the beginning of the school day or (1) one hour after the school closes.

SECTION 2

Any employee who works more than thirty-five (35) hours per week shall be paid time and one-half for each hour worked beyond said thirty-five (35) hours per week.

All overtime must be approved in advance and in writing by the immediate supervisor, and the Business Administrator, Assistant Superintendent, or Superintendent.

SECTION 3

All full-time employees are guaranteed a fifteen (15) minute break per day with no extension to the workday. Said break period may be taken in the morning, the afternoon, or added to the thirty (30) minute lunch period.

SECTION 4

On the Wednesday before Thanksgiving and the last day before Winter Break secretaries shall be dismissed 30 minutes after student dismissal.

ARTICLE XXII

ELIGIBILITY FOR BENEFITS

Effective July 1, 2008, employees who work twenty-five (25) hours or more per week are entitled to benefits as provided in Articles XXII, XXIII, XXIV, and XXV, below. Effective upon ratification of the 2018-2021 Agreement, this will increase to twenty-seven and one half (27.5) hours per week. Part-time employees who work less than twenty-seven and one half (27.5) hours per week will receive no benefits, except sick days as set forth in Article XXIV, below, and personal leave as provided in Article VII, Section 1, above.

ARTICLE XXIII

HOLIDAYS

SECTION 1

The ten month secretaries' work year shall be September 1 through June 30, subject to the following holiday provisions.

SECTION 2

Ten month employees shall be entitled to eleven (11) holidays as established by the Board in the District calendar. These may include: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

SECTION 3

Twelve month employees shall be entitled to twelve holidays as established by the Board in the District Calendar. These may include: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

SECTION 4

Employees covered by this Agreement are entitled to paid Winter Recess, as approved by the Board. They are also entitled to Spring Recess, as approved by the Board, and the two NJEA Convention days, without pay. In the event that school is in session on any of the above days, employees shall report to work.

SECTION 5

Should school be open on any of the above holidays and employees be required to work, they shall be entitled to a compensatory day. This day shall be granted before the end of the school year and shall be approved by the employee's immediate administrator. If the day is not taken before the end of the current school year, it will be forfeited.

ARTICLE XXIV

VACATIONS

Twelve (12) month employees shall be entitled to vacation according to the following provisions:

- (1) If an employee leaves before the first year of employment has been completed, she/he will receive a pro-rated vacation, which will be based on .416 vacation days per month of active employment.
- (2) Employees who have been continuously employed for more than (6) six months shall be entitled to .833 vacation days per month of continuous employment to be used by June 30th of that year unless given written approval by the Superintendent to be used after June 30th.
- (3) Employees who have been employed for one (1) to four (4) full years of continuous service shall be entitled to ten (10) annual vacation days starting July 1st.
- (4) Employees who have been employed for five (5) full years of continuous service shall be entitled to fifteen (15) annual vacation days starting July 1st.
- (5) Employees who have been employed for ten (10) years of continuous service shall be entitled to twenty (20) annual vacation days starting July 1st.
- (6) If an employee who has been employed in the district one (1) full year or more leaves or retires, the employee shall be entitled to compensation for the number of vacation days accrued during that year.
- (7) No employee shall take vacation two (2) weeks prior to the opening of school.

ARTICLE XXV

SECRETARY LEAVE

SECTION 1

Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year.

SECTION 2

Ten (10) month employees shall be entitled to ten (10) sick leave days per year.

SECTION 3

Upon retirement, unused sick leave shall be compensated at the rate of \$40 per day to a maximum of \$10,000. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

SECTION 4

Leave for professional days shall be granted with pay if approved by the Superintendent.

SECTION 5

Employees shall not be required to be in school on days when the schools are closed for students and teachers due to snow. When students are dismissed early due to snow or other emergencies, unit members will remain in their buildings up to, but not exceeding, forty-five (45) minutes from the time that students are dismissed. They will be dismissed by their immediate supervisor.

ARTICLE XXVI

TUITION REIMBURSEMENT

With the pre-approval of the Superintendent, the Board will reimburse employees for tuition for courses taken relevant to the employee's position offered by an accredited college or institution established before 1950 and the secretary must achieve a grade of "B" or higher in said courses to receive tuition reimbursement.

ARTICLE XXVII

JUST CAUSE

No employee shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. The provision of this Article shall not replace or be inconsistent with any statutory appeal procedure, nor shall it allow for binding arbitration of disputes involving those aspects of discipline for which an affected employee has statutory protection under the tenure or civil service laws.

SCHEDULE H

EDUCATIONAL SECRETARIES' SALARY GUIDE

It is agreed that the 2021-2024 salary guides attached as Schedule H have been mutually developed and that all association members will appear on guide and that various inequities will be resolved via bargaining over multiple contracts.

2021-2022		2022-2023		2023-2024	
Step	Guide	Step	Guide	Step	Guide
6	\$41,025.00	6	\$41,974.00	6	\$42,974.00
7	\$41,744.00	7	\$42,593.00	7	\$43,543.00
8	\$42,488.00	8	\$43,237.00	8	\$44,187.00
9	\$43,423.00	9	\$44,122.00	9	\$45,022.00
10	\$44,599.00	10	\$45,098.00	10	\$45,848.00
11	\$45,994.00	11	\$46,318.00	11	\$46,868.00
12	\$47,454.00	12	\$47,703.00	12	\$48,203.00
13	\$49,016.00	13	\$49,265.00	13	\$49,470.00
14	\$50,377.00	14	\$50,626.00	14	\$50,926.00
15	\$51,753.00	15	\$52,002.00	15	\$52,402.00
16	\$53,088.00	16	\$53,337.00	16	\$53,737.00
17	\$54,623.00	17	\$54,872.00	17	\$55,272.00
18	\$56,035.00	18	\$56,284.00	18	\$56,684.00

Secretaries will receive a longevity stipend for accrued time in the district. It is agreed that if a secretary reaches longevity level at any time during the first six (6) months of the contract year that longevity is achieved, the stipend will be paid as of the start of that year. If a secretary achieves longevity status in the second six (6) months of the contract year that longevity is achieved, the stipend will be paid beginning in the subsequent contract year. All longevity payments will be incorporated in the secretary's base salary. Longevity is not cumulative and shall be earned as follows:

- 10 Years - \$ 900
- 15 Years - \$1,250
- 20 Years - \$1,500

The above salaries are based on 254 days.

Ten (10) month employees will be prorated at 10/12th's of the above salaries.

CUSTODIAL/MAINTENANCE PROVISIONS

ARTICLE XXVIII

SALARIES

Subject to the recommendation of the Superintendent of Schools and approval by the Board the individual contract of each custodial/maintenance employee employed by the Board during the 2021-2022, 2022-2023 and 2023-2024 school years shall provide for compensation in accordance with the salary guide attached hereto as Schedule I.

It shall be the determination of the Superintendent of Schools or his/her designated representative as to which employee shall receive an increment and where the employee is placed on the guide.

ARTICLE XXIX

TIME OFF

SECTION 1 - VACATION

A. Custodial/maintenance employees shall receive vacations on the following basis. For employees with under one (1) year of service, vacation will be prorated at the rate of .833 days for each month of active employment.

After 1 year = 2 weeks

After 5 years = 3 weeks

After 10 years = 4 weeks

B. Vacations may be taken any time with the approval of the employee's immediate supervisors. For maintenance employees, this shall mean the Maintenance Supervisor; for custodians this shall mean the Building Principal. Denials of requests for specific vacation weeks or days are not subject to the grievance procedure.

C. In the event a conflict is created when more than one employee requests vacation at the same time, seniority shall be considered. Seniority begins on the date of hire including ninety (90) day trial basis.

D. No vacation time will be taken between August 15th and the opening day of the School District each year or ten (10) days prior to high school graduation and the day after graduation.

SECTION 2 - SICK DAYS

Custodial/Maintenance employees shall receive a total of twelve (12) sick days per year for time lost because of personal illness. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. Upon retirement, unit members will be paid \$40 a day to a maximum of \$10,000 for unused accumulated sick leave days. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System. Any employee hired after July 1, 1991 must also be employed by the Board for a minimum of ten (10) years in order to be eligible for payment of unused sick days. Employees may only accumulate a total of twelve (12) sick days and/or personal days each year for retirement purposes.

SECTION 3 - HOLIDAYS

A. Custodial/maintenance employees shall be entitled to thirteen holidays as established by the Board in the District calendar. These may include: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day and half days on Christmas and New Years' Eves.

B. Should school be open on any of the above holidays and employees be required to work, they shall be entitled to a compensatory day. This day shall be granted before the end of the school year and shall be approved by the employee's immediate administrator. If the day is not taken before the end of the current school year, it will be forfeited.

C. If an employee has made plans for a holiday in conflict, which cannot be changed, he/she shall be entitled to take the specified holiday. In order that the district has reasonable advance knowledge as to the employee's plans, the employee will use a personal day request form in order to indicate when floating holidays will be taken.

D. When a custodial/maintenance employee is called to work for the purposes of snow removal on a day that the School District is closed, requiring less than a full eight hour shift, the member will have the opportunity to leave when the snow removal is completed.

E. The leave granted in Sections 1, 2, and 3, above and Article VII, Sections 1-4 above shall constitute the total leave allowed to contracted custodian/maintenance employees for which compensation shall be paid by the Board.

ARTICLE XXX

OVERTIME

SECTION 1 - MAINTENANCE

A. Maintenance employees shall receive overtime on the following basis: time and one-half after the normal eight (8) hour work day, provided said employee will have worked forty (40)

hours during the work week (Monday through Friday); double time for work on Sundays and the days listed in Article XXVIII Section 3 as holidays, excepting as noted in Article XXVIII Section 3(B), (C) and (D). Not included in the eight (8) hour workday is a thirty (30) minute uninterrupted lunch period, which will be noted with a specific time for each staff member with the exception of the head custodian. Maintenance employees shall be provided with a fifteen (15) minute paid break each morning and a fifteen minute paid break each afternoon.

B. Notice of at least forty-eight (48) hours shall be provided with regard to a change in normal working hours or workdays except in emergency situations or when the normal operation of the schools would be affected.

C. There shall be an overtime minimum of two (2) hours each time an employee is called out of home.

SECTION 2 - CUSTODIANS

A. Custodians shall receive overtime on the following basis: time and one-half after the normal eight (8) hour work day, provided said employee will have worked forty (40) hours during the work week (Monday through Saturday, the least senior custodians at Montville Township High School will be assigned a normal work week of Tuesday through Saturday); double time for work on Sundays and the days listed in Article XXVIII Section 3 (A) as holidays excepting as noted in Article XXVIII Section 3 (B), (C), and (D). Not included in the eight (8) hour workday is a thirty (30) minute uninterrupted lunch period. Custodial employees shall be provided with a fifteen (15) minute paid break each morning and a fifteen minute paid break each afternoon.

B. Notice of at least forty-eight (48) hours shall be provided with regard to a change in normal working hours or workdays except in emergency situations or when the normal operation of the schools would be affected.

C. There shall be an overtime minimum of two (2) hours each time an employee is called out of home.

D. Anticipated overtime for each week at each school location must be posted and made available to all custodians at that location, and assigned on a rotating basis to those requesting the overtime.

E. Overtime, as needed, will be allowed for a day custodian to cover a night custodian's absence, with pre-approval from the employee's immediate supervisor.

ARTICLE XXXI

PHYSICAL EXAMINATIONS

Each unit member must submit to one (1) physical examination over the life of the contract by the school physician or a physician of choice at the expense of the Board, not to exceed \$200. Payment will be made upon the receipt of proper documentation from a physician chosen by the employee,

and only after verification of submittal and denial of payment by the employee's medical insurance plan.

ARTICLE XXXII

LICENSES

SECTION 1

A. All custodian/maintenance employees must have or obtain a Black Seal License. New custodian/maintenance employees must obtain the Black Seal License within one (1) year of date of employment. Custodian/maintenance employees who hold a Black Seal License shall receive a stipend of \$500 annually which shall be included in the base salary for the July 1, 2018 through June 30, 2021 contract years. Custodian/maintenance employees holding HVAC, Electrical, Plumbing, or Asbestos certifications shall receive a stipend of \$600 annually which shall be included in the base salary for the July 1, 2018 through June 30, 2021 contract years.

B. If the State takes longer than 12 months, proof of the employee's application must be presented. The Board shall reimburse these employees only for the cost of the Black Seal Licensing Test. The custodian/maintenance employee will have (3) three chances to pass the Black Seal License test. If after the third attempt, the employee does not pass the test, the Board shall reassign or discharge the employee.

C. Any custodian/maintenance employee whose hire date is before June 1, 2004 and does not have a Black Seal License must apply to the State for the test and show proof of the application.

D. If the State changes the regulations concerning Black Seal License requirements and staffing, the parties agree to form a committee to discuss the issues raised by the changes.

E. The Board shall pay all fees pertaining to the renewal of Black Seal firemen, plumbing, electrical and HVAC licenses/certificates as required by the Board to perform the employee's duties.

F. A custodian/maintenance employee, who wishes to obtain a license for any of the above categories, shall be provided Board paid tuition at an accredited school to be mutually agreed upon by the Association and the Board. If the employee does not complete the required course work within a three (3) year period, or voluntarily leaves within 2 years after receiving the license(s), the employee shall reimburse the Board for all expenses incurred.

ARTICLE XXXIII

UNIFORMS

The Board shall supply custodial/maintenance employees with three (3) uniforms per year, or the equivalent, of the type currently being supplied. Three (3) summer style shirts shall be provided to each employee. In addition, custodial/maintenance employees will receive one (1) set of rain gear

for the life of this contract and a heavy, lined, hooded sweatshirt each year for the life of this contract. Any employee not completing his/her initial full year of service for any reason shall reimburse the Board for the cost of uniforms on a prorated basis. Employees shall be provided with work and/or safety shoes and boots up to a maximum of three (3) pairs for each year of this contract, not to exceed \$350.00, from suppliers designated by Board specification and approved by the Facilities Manager/Principal. In addition, the Board shall observe issuance of safety equipment to include, safety goggles, and work gloves for each year of the contract. The Board shall provide each custodial/maintenance employee with one (1) winter coat with a hood or one (1) pair of winter coveralls for the duration of this contract.

ARTICLE XXXIV

BOARD HIRING POLICY

SECTION 1

Placement on Salary Guide – New Hires may be placed at any step on the salary guide determined to be appropriate by the Board.

SECTION 2

New hires must provide complete documentation for all licenses/certificates held to be considered for appropriate guide placement.

SCHEDULE I

SALARY GUIDE

MAINTENANCE

2021-2022		2022-2023		2023-2024	
Step	Guide	Step	Guide	Step	Guide
2	\$43,215.00	2	\$44,417.00	2	\$45,792.00
3	\$44,165.00	3	\$45,367.00	3	46,742.00
4	\$45,166.00	4	\$46,368.00	4	47,743.00
5	\$46,311.00	5	\$47,513.00	5	48,888.00
6	\$47,676.00	6	\$48,878.00	6	50,253.00
7	\$49,245.00	7	\$50,447.00	7	51,822.00
8-10	\$50,909.00	8	\$52,111.00	8	53,486.00
Off guide	\$62,144.00	Off guide	63,346.00	Off guide	64,721.00

LONGEVITY

Custodial/maintenance employees shall receive service increments on the following basis:

After 5 years	\$900
After 10 years	\$1,100
After 15 years	\$1,300
After 20 years	\$1,500

Payment of longevity shall be effective on July 1 of the year after the employee has completed 5, 10, 15, or 20 years of service.

STIPENDS

Custodian Supervisor	\$6,700
Head Night Custodian – High School	\$3,300
Head Night Custodian – Lazar	\$2,700
HVAC	\$600
Electrical	\$600
Plumbing	\$600
Asbestos Abatement	\$600

SCHEDULE J
SALARY GUIDE
CUSTODIANS

2018-2019		2019-2020		2020-2021	
Step	Guide	Step	Guide	Step	Guide
1	\$36,364	1	\$37,932	1	\$39,537
2	\$36,864	2	\$38,432	2	\$40,037
3	\$37,614	3	\$39,182	3	\$40,787
4	\$38,614	4	\$40,182	4	\$41,787
5	\$39,864	5	\$41,432	5	\$43,037
6	\$41,214	6	\$42,782	6	\$44,387
7	\$42,684	7	\$44,252	7	\$45,857
8	\$42,684	8	\$44,252	8	\$45,857
9	\$44,277	9	\$45,845	9	\$46,645
10	\$47,974	10	\$48,824	10	\$49,624

LONGEVITY

Custodial/maintenance employees shall receive service increments on the following basis:

After 5 years	\$900
After 10 years	\$1,100
After 15 years	\$1,300
After 20 years	\$1,500

Payment of longevity shall be effective on July 1 of the year after the employee has completed 5, 10, 15, or 20 years of service.

Custodian Supervisor	\$6,700
Head Night Custodian – High School	\$3,300
Head Night Custodian – Lazar	\$2,700

PARAPROFESSIONALS PROVISIONS

ARTICLE XXXV

DAILY WORK HOURS/WORK YEAR

SECTION 1 – DAILY WORK HOURS

- A. Paraprofessionals' work days shall be as determined by the Board, but shall not exceed 7 hours per day, inclusive of lunch. Paraprofessionals scheduled for six and one half (6.5) hours per day shall receive a thirty (30) minute uninterrupted, unpaid lunch period.
- B. Any paraprofessional who works beyond their regularly scheduled hours shall receive their regular rate for all hours worked up to forty (40). Hours worked above forty (40) per week shall be paid time and one-half for each hour worked beyond said forty (40) hours. All overtime must be approved in advance and in writing by the building principal, and the Business Administrator, Assistant Superintendent or Superintendent.

SECTION 2 – WORK YEAR

The paraprofessionals' work year will be 183 days, however up to 185 may be required. Any days over 183 will be paid at the employee's regular rate.

ARTICLE XXXVI

PARAPROFESSIONALS LEAVE

SECTION 1 – SICK DAYS

Ten (10) month paraprofessionals shall be entitled to ten (10) sick leave days per year. Unused sick days may accumulate annually. After ten (10) years of service, upon retirement, paraprofessionals will be paid \$40 a day to a maximum of \$10,000 for unused accumulated sick leave days. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

SECTION 2 - PROFESSIONAL DAYS

Leave for professional days shall be granted with pay with the prior approval of the Superintendent.

SECTION 3 – OTHER DAYS

When schools are closed for school recess, holidays, and snow days, paraprofessionals will be entitled to the same days.

ARTICLE XXXVII
PARAPROFESSIONALS' INSURANCE

The Board shall provide health benefits to all paraprofessionals working a minimum of twenty seven and one half (27.5) hours as follows: The board shall pay ½ the amount of single coverage toward the cost of a base plan, providing that the employee pay for the remaining balance. The base plan shall be the lowest cost plan available, currently the Horizon HMO2035 #55 or substantial equivalent. Employees under this provision may elect enhanced coverage, or dependent coverage, providing that they pay the full amount of the balance beyond the Board's contribution cited above.

Employees waiving their benefit entitlement will be compensated with a payment equal to 25% of the premium savings or \$4,000, whichever is less.

SCHEDULE K

PARAPROFESSIONAL SALARY GUIDE

SPECIAL EDUCATION AIDES

2021-2022		2022-2023		2023-2024	
Step	Hourly Guide	Step	Hourly Guide	Step	Hourly Guide
1	\$22.21	1	\$22.91	1	\$23.63
Without Teacher Certification		Without Teacher Certification		Without Teacher Certification	
2	\$24.81	2	\$25.59	2	\$26.40
With Teacher Certification		With Teacher Certification		With Teacher Certification	

504/CLASSROOM AIDES

2021-2022		2022-2023		2023-2024	
Step	Hourly Guide	Step	Hourly Guide	Step	Hourly Guide
1	\$19.58	1	\$20.19	1	\$20.83
Without Teacher Certification		Without Teacher Certification		Without Teacher Certification	
2	\$22.21	2	\$22.91	2	\$23.63
With Teacher Certification		With Teacher Certification		With Teacher Certification	

Lunch/Recess Aides are placed on Step 1 of the 504/Classroom Aides Guide

Longevity

After 5 years \$100.00
After 10 years \$200.00
After 15 years \$300.00
After 20 years \$500.00

Stipends

Paraprofessionals assigned to the pre-school and LLD programs will receive \$1000 stipends annually beginning with the 2021-22 school year.

SIGNED AND SEALED on the date above mentioned by the respective officers of the Board and the Association.

ATTEST:

THE BOARD OF EDUCATION OF
TOWNSHIP OF MONTVILLE

Board Secretary

By: _____
Charles Grau, President

Vice President

ATTEST:

THE MONTVILLE TOWNSHIP
EDUCATION ASSOCIATION

Vice President

By: _____
Scott Riotto, President

Chief Negotiator