

March 8, 2004

AGREEMENT
BETWEEN
THE MONROE TOWNSHIP BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP EDUCATION ASSOCIATION
Covering the Period
July 1, 2003 through June 30, 2006

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ARTICLE 1 RECOGNITION

A. 1. The majority of the employees in the positions designated in the unit described below in the Monroe Township School District have designated the Monroe Township Education Association as their representative for the purpose of collective negotiations. And, the Monroe Township Board of Education, pursuant to Chapter 123 Public Laws of 1974, as amended, recognizes the Monroe Township Education Association as the exclusive and majority representative for collective negotiations, concerning the terms and conditions of employment of the employees included in the unit described below:

- a. the following non-supervisory teaching staff members: classroom teachers, specialists (music, art, physical education), guidance counselors, librarians, nurses, Special Services (psychologists, social workers and LDTC), special education teachers (self-contained classroom teachers, in-class support instructors and resource center teachers), speech therapist, occupational therapist and physical therapist, student assistance counselor, staff developer, athletic trainer, Replacement Teachers.

For Replacement Teachers and Truant Officers: The parties agree that the practices concerning terms and conditions of employment for these titles in effect at the conclusion of the 2002-2003 year shall remain in place unless specifically modified elsewhere in this Agreement.

- b. the following non-supervisory support staff members: drivers, paraprofessionals, school secretaries, media coordinators, security personnel and Truant Officers.
2. This unit excludes the following positions: all supervisory staff, including Superintendent, Assistant Superintendent, Business Administrator, principals, vice-principals, Administrative Assistant to the Superintendent, Directors (including Facilities, SPS, Transportation, and Information Systems), Curriculum Supervisors, Department Heads, custodial and maintenance personnel including supervisors, cafeteria personnel including supervisors, confidential secretaries (including those to the Superintendent, the Assistant Superintendent, and the Business Administrator), central office support staff and Work Station Specialists.
3. The recognition clause has been restructured effective July 1, 2000. Practices in effect as of April 17, 2000, regarding the topics in Article 6, A., B. and C. shall be maintained for the following positions: speech therapist, occupational therapist and physical therapist, student assistance counselor, staff developer, and athletic trainer, with this exception: speech therapists shall receive five (5) planning periods per week in any five day, full day week.

4. Unless otherwise indicated, the term "employees" when used hereafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

REPRESENTATION FEE

- A. This article shall become effective as of the date hereof.
- B. If any regular employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- C. Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- D.
 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
 2. 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:
 - (a) Within 30 days after receipt of the aforesaid list by the Board; or
 - (b) 30 days after the employee begins his or her regular full time employment in a bargaining unit position, unless the employee previously served in a regular full time 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 30 days after the resumption of the employee's regular full time employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than 60 days after the Board received said notice.
5. On or about the last day of each month, the Board will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.
6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the union on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
7. The Union shall make a copy of the demand and return system and revisions available to the Board.
8. The Union shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this article, including paying actual attorney fees.

ARTICLE 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Laws of 1974. Any agreement so negotiated shall apply to all categories of employees which designate the Monroe Township Education Association as its bargaining agent; and will be reduced to writing, and be submitted to the Board and the Association for adoption.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board will provide the Association, upon request, with all data in the public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to

make proposals, consider proposals, and make counter proposals in the course of negotiations. However, it is understood no tentative agreements reached during negotiations shall be considered binding until both the Board and the Association shall officially adopt them.

- D. 1. If during the period of this Agreement either the Board or the Association feels that it is necessary to meet for the purpose of review problems that may arise, it shall so inform the other party in writing setting forth the problem to be discussed. The party receiving the request shall instruct its representatives to arrange for a meeting to discuss the problem as requested within 10 school days. These meetings are not intended to bypass the grievance procedure.
- 2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and submitted to the Board and the Association for adoption.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definition

- 1. (a) A grievance is a claim by an employee or his/her representative that the employee has suffered harm by the interpretation, application or violation of policies and administrative decisions affecting the employee.
- (b) A grievance is a claim by an employee or his/her representative that the employee has suffered harm by the interpretation, application or violation of the Agreement affecting the employee.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

- 1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Any grievant may represent himself/herself up to Level 3. The Association may be present and have the right to speak during the procedure.
3. The Association may file and pursue a grievance. Only the Association may file for arbitration under C. 5. below.

C. Procedure

1. Informal

An employee with a grievance shall first discuss it with his/her principal or immediate superior. At this stage, both parties shall make a strong effort to resolve the matter informally.

2. Level One

If no resolution is reached informally, the grievance shall be reduced to writing and submitted to the principal or immediate superior. The employee, at his/her option, may designate a representative to be present. All Level One grievances shall be initiated within fifteen (15) school days after the event or circumstance being grieved takes place, unless conditions or the terms of this agreement dictate to the contrary.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the employee may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

4. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the employee may, within five (5) school days after the decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after the receipt of a request by the aggrieved person. A complaint of a nontenured employee which arises by a reason of the employee not being reemployed shall not be carried beyond Level Three of the grievance procedure.

5. Level Four

- (a) If the grievance as defined under 1(a) of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit his/her grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to advisory arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
 - (b) If the grievance as defined under 1(b) of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit the grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to binding arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
 - (c) The arbitrator shall then be selected under the rules of the American Arbitration Association. Arbitrators shall be selected from either the AAA or PERC lists.
6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement or in the absence of either party.
 7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
 8. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance

procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

D. Rights to Representation

Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. An employee shall have the right to present his/her own appeal at any step or to designate a representative(s) of the Association or other person of his/her own choosing to appear with him/her at any step.

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his/her superior that he/she is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.
8. If a grievance affects a group or class of teachers in only one school, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE 4
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with the approval of the principal.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval from the Office of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.
- D. For purposes of processing grievances and negotiations, the Association shall, upon request, have access to data in the public domain.
- E. Association representatives shall suffer no loss of pay for mutually scheduled hearings, etc.

F. Leave for Association President

The Board shall grant leave with pay to the President of the Association or his/her designee up to a maximum of five (5) days in the working school year during the contract period to attend to Association business. When possible, prior notice shall be given.

- G. The Association shall be able to utilize the regular inter-school or intra-school methods of communications or distribution of materials for Association business with the understanding that such usage be judicious, and not bear any burden on the school system. Association business during normal school hours will only be conducted during the teacher's free or release time and will not conflict with his/her teaching assignment.

The Association shall have the exclusive right to the use of a bulletin board in each school in the Monroe Township School System for the purpose of conducting Association business. These bulletin boards will be located in those areas where employees enjoy exclusive use.

H. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE 5 EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws of 1974, the parties hereby recognize that every employee covered by this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in the collective negotiations or to refrain from so doing. The parties agree that neither shall directly or indirectly discourage nor deprive nor coerce any covered employee in the enjoyment of any rights conferred by Chapter 123 Public Laws of 1974.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Required Meetings or Hearings

Whenever any employee has been called to appear before the Superintendent or his/her designee, Board or any committee, member, representative or agent thereof concerning any matter which could directly affect the continuation of that employee in his or her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise the employee and represent the employee during such meeting or interview.

D. Employee Discipline Process

1. No employee shall be disciplined or reprimanded without just cause.

The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks.

Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured teaching staff member for performance-related reasons, the withholding of increments of a teaching staff member for predominantly evaluative reasons and the certification of tenure charges against a teaching staff member.

All disciplinary acts shall be subject to the grievance procedure.

2. The specific grounds forming the basis for official disciplinary action shall be made available to the employee in writing. If an employee is requested to give information which may lead to disciplinary action against that employee, the Board shall advise the employee of their right to representation.

ARTICLE 6 WORK YEAR/TEACHING HOURS

The school year for teachers (September through June) shall consist of 184 days, with no more than 180 being devoted to student instruction.

A. Elementary School

NOTE: Parts of this section (*) reflect the American Arbitration Association Decision of January, 1974.

1. Arrival and departure time shall be designated by the Board.
- *2. Total teacher work day shall be seven (7) hours. The ten (10) minutes added for 2003-2006 shall not be used for additional instructional time.
3. Except on inclement weather days, the teacher lunch period shall be 45 minutes. The practice of teachers taking their students to and from the cafeteria shall occur during this 45 minutes. * The scheduling of teacher duty may include pupil supervision for fifteen (15) minutes during the lunch period for inclement weather days.
- *4. Thirty (30) minutes of unassigned time, which may be split scheduled, shall be provided for educational pursuits at the teacher's discretion.
5. The principal of each building may temporarily reschedule teacher duty to assure the safety and welfare of students and time teachers are required to be present before school begins and after dismissal time.
6. Unassigned time as provided through the utilization of teacher assistants or special subject teachers shall be used for preparation, special instruction or conferences.
7. Teachers shall have five (5) prep periods in any five (5) day, full day week. Each prep period shall be a minimum of 40 minutes. If a teacher loses his/her contractually-guaranteed individual prep period, he/she shall be paid at the class coverage rate. The loss of prep period due to a field trip or an emergency such as a fire drill is not a violation of this guarantee and does not create a

requirement for payment. The loss of the prep period will be paid at the class coverage rate.

8. Teachers are required to work three (3) nights per year without additional compensation. Beginning with the fourth night assignment, a teacher shall be paid for such hours at the hourly supplemental rate.
9. Teachers who are assigned to bus duty beyond the negotiated day set forth in A. 2. above shall be paid for such additional time at the hourly supplemental rate.

B. Middle School Day

1. The total school day for the middle school teachers shall be designated by the Board and shall not exceed seven (7) hours. The additional ten (10) minutes added for 2003-2005 shall not be used for additional instructional time. The total student day shall not exceed six (6) hours and twenty (20) minutes.
2. For the purposes of determining the time implications of the weekly teacher load, a period shall consist of a maximum of 45 minutes. However, if the number and lengths of periods should change, the total number of minutes of pupil contact per week shall not increase. The middle school staff shall be consulted before the length and number of periods are changed.
3. The Board may implement the following schedule effective on the first student day of any school year:
 - (a) The teaching load at the middle school shall not exceed thirty (30) periods per week. In the academic areas (English, Science, Social Studies, Math and World Language teams), no more than a yearly average of twenty-five (25) periods per week may be for instruction. This does not preclude a teacher voluntarily accepting an assignment beyond this level.
 - (b) There shall be five (5) individual planning periods per week. If a teacher loses his/her contractually-guaranteed individual prep period, he/she shall be paid at the class coverage rate. The loss of prep period due to a field trip or an emergency such as a fire drill is not a violation of this guarantee and does not create a requirement for payment. The loss of the prep period will be paid at the class coverage rate.
 - (c) Thirty (30) minutes per day will be allotted for lunch. The parties agree to establish a committee which shall begin functioning at the time of mutual ratification of the Memorandum of Agreement. It will consist of two (2) members appointed by the MTEA and two (2) administrators for the purpose of studying the length of the teacher lunch period and making a report to both parties by June 1, 2004.

- (d) Any workload (pupil contact) in excess of thirty (30) periods per week shall be by mutual agreement with time, duties or other consideration given the affected teacher.
 - (e) Anyone teaching a sixth teaching class by mutual agreement in an academic area or anyone teaching a seventh teaching class by mutual agreement in any other teaching area shall receive additional compensation based on the following: one-sixth of their annual salary for a non-lab class. The fraction is based on the teacher's annual salary which includes service and longevity payments for this calculation.
- 4. (a) Teachers will be consulted prior to the finalization of schedules, should the number of subjects, preparations or consecutive contact periods exceed four (4).
 - (b) Homeroom period and duty coverage will be set up by the administration as equitably as possible.
 - 5. The mid-term exam schedule shall remain the same as the 1999-2000 school year with four (4) half-day sessions.

C. Secondary School

- 1. The total school day for secondary teachers shall be designated by the Board and shall not exceed seven (7) hours. The additional ten (10) minutes added for 2003-2005 shall not be used for additional instructional time. The total student day shall not exceed six (6) hours and twenty-four (24) minutes. Teachers are required to be present in the building six (6) minutes before the student day begins. Teachers are permitted to leave the building no earlier than 20 minutes after the student day ends.
- 2. For purposes of determining the time implications of the weekly teacher load, a period shall consist of a maximum of 44 minutes. However, if the number and length of periods should change, the number of minutes of pupil contact per week shall not be increased. There shall be consultation with the Association before the length and number of periods are changed.
- 3. The teaching load at the high school will be as follows:
 - (a) not to exceed a yearly average of 30 periods per week. Of these 30 periods no more than a yearly average of twenty-five (25) may be instructional. For the purposes of B., assignments to CMAC and writing labs are not considered instructional periods, but are duty periods. Assignments to CMAC and writing labs will be limited to teachers possessing the appropriate certification. CMAC and writing labs are assignments where there are: a. no take-home lesson plans; b. no grading of papers; c. no development, instituting or marking of tests; d. no report

card grades; e. no take-home carry over of work after the period is over; and, f. no formal, adopted curriculum. The annual stipend for this assignment shall be \$4,000.

- (b) A yearly average of five (5) full periods per week for planning. If a teacher loses his/her contractually-guaranteed individual prep period, he/she shall be paid at the class coverage rate. The loss of prep period due to a field trip or an emergency such as a fire drill is not a violation of this guarantee and does not create a requirement for payment. The loss of the prep period will be paid at the class coverage rate.
- (c) Five (5) full periods per week for lunch. The above does not include homeroom periods.
- (d) Anyone teaching a sixth teaching class by mutual agreement shall receive additional compensation based on the following:
 - (1) one-sixth of their annual salary for a non-lab class
 - (2) one-fifth of their annual salary for a lab class.
 - (3) The fractions in (1) and (2) are based on the teacher's annual salary which includes service and longevity payments for this calculation.
- (e) Exception to a-d [above] and 4(a) [below]. Exception to the above and below may occur with science teachers who may teach classes which are six periods in length. In those cases where laboratory courses (six-period courses) are scheduled, the number of periods of building assignment will be according to the following schedule:

Periods Teaching Classes/Week	Duties
25 (no labs)	5
26 (one lab)	3
27 (two labs)	2
28 (three labs)	1
29 (four labs)	0

- (f) Teachers working less than full time will be prorated with pupil contact and/or planning periods serving as the basis for part time contracts.
4. (a) Secondary school teachers shall have not more than four (4) consecutive periods of pupil contact, no more than three (3) of which will be teaching. Every attempt shall be made to minimize such situations in which teachers have four (4) consecutive pupil contact periods. If this

cannot be done, the schedule shall be reviewed with the teacher(s) involved.

- (b) Secondary teachers shall not be required to teach more than three (3) subject areas nor have more than three (3) teaching preparations if feasible. Teachers teaching additional subject areas or having additional preparations will be consulted prior to finalization of their schedules.
 - (c) Homeroom periods will be equitably set up so that all teachers will be assigned a homeroom or some other responsibility during this time.
5. Teachers are required to work three (3) nights per year without additional compensation. Beginning with the fourth night assignment, a teacher shall be paid for such hours at the hourly supplemental rate.
 6. The mid-term exam schedule shall remain the same as the 1999-2000 school year with four (4) half-day sessions.
- D. On Fridays or on days preceding holidays or vacations, the teacher's day shall end when the pupils have left school grounds.
 - E. Teachers shall be permitted to leave the building during their scheduled duty-free lunch periods, after notifying the principal. However, in cases of emergency, teachers shall be required to remain in the building.
 - F.
 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending regular administrative or professional meetings for three (3) days each month. Such meetings shall begin within ten (10) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. If additional time is needed, students shall be dismissed early. Morning meetings may be held on an individual school basis after agreement between the principal and the staff.
 2. The notice of any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in extreme circumstances. Notice of teacher meetings scheduled for Monday after school shall be posted by dismissal time on the previous Thursday. All employees shall have the opportunity to suggest items for the agenda.
 - G. Teacher participation in extracurricular activities beyond the regular workday shall be voluntary, except that ruling by the Commissioner of Education defining those extracurricular activities which are part of a teacher's normal duties shall be controlling.

- H. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
- I. A., B., C. and D. above notwithstanding and in addition to F., the teachers agree to participate in mutually determined workshops and that nothing in this article shall limit the principal of a school from holding supervisory conferences with members of his/her staff at a reasonable time and place.
- J.
 - 1. Special Services employees shall work on a voluntary basis up to fifteen (15) days during the summer at the hourly supplemental rate set forth in Article 11, B. 4.
 - 2. The work day for special services personnel shall be consistent with the work day in effect in 1996-1997.
- K. Teachers are required to work three (3) nights per year without additional compensation. Beginning with the fourth night assignment, a teacher shall be paid for such hours at the hourly supplemental rate.
- L. Newly-employed certified staff members may be required to attend up to six (6) Roundtable meetings in their first year of employment in the District over and above the meetings set forth in Article 6, F. Such meetings are limited to one (1) hour each.
- M. Employees who participate in overnight education programs with the approval of their building administrator shall be compensated at the rate of \$100 per night.
- N. Chaperoning shall be performed by advisors of the sponsoring activity. These advisors shall not receive additional compensation for such work over the annual stipend paid to them as the advisor. Additional chaperones, as may be determined by the building administrator, shall be determined on a voluntary basis. All volunteer unit members shall be paid for the time worked at the hourly supplemental rate.

ARTICLE 7 CLASS SIZE

It is recognized by the board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible.

**ARTICLE 8
STUDENT EVALUATION**

The teacher has the primary responsibility for determining grades of students within the grading policies of the Monroe Township School District. No grade shall be changed without consultation with the teacher. In cases where a grade is changed, the teacher may duly note his/her objection in the student's record.

**ARTICLE 9
NON-TEACHING DUTIES**

Teachers will have no accounting of monies from students except when it is of an educational nature.

**ARTICLE 10
TEACHER EMPLOYMENT**

- A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. Credit on the salary guide shall be given for previous experience in public school teaching as limited below, and for military experience up to a maximum of four (4) years.
- C. Determination of credit for all teachers upon initial employment shall be at the agreement of the new teacher and the Superintendent. Military service shall be granted in accordance with N.J.S.A. 18A:29-11.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.

**ARTICLE 11
SALARIES**

The salaries of all employees covered by this Agreement are set forth in the salary guides which are attached hereto and made a part hereof.

- A. Employees shall have the option to have payroll checks direct deposited in an FDIC Insured institution of their choosing.
- B. 1. Contractual employees may elect to have an individually determined sum deducted from their semi-monthly salary. These funds shall be paid to the

Southern Middlesex County Teachers Federal Credit Union account of the employee.

2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
3. (a) Employees shall receive their final checks and the pay schedule for the following year on the last working day in June. In order for a teacher to be paid, the principal must certify that all of that teacher's checkout responsibilities have been met. The checkout list shall be determined by the Superintendent with input from the Association.
- (b) The parties agree to discuss the topic of how checkout scheduling will occur.
- (c) Employees separating from the District shall receive their final checks on the last working day in June. In order for a teacher to be paid, the principal must certify that all of that teacher's checkout responsibilities have been met. The checkout list shall be determined by the Superintendent with input from the Association.
- (d) Teachers receiving a payment in excess of \$300 under the "Interscholastic Athletic Coaches" guide or under the "Other Positions Guide" shall receive said payment in the form of a separate check on the appropriate date.
4. Supplemental work will be paid at the rate of \$39.79 per hour for 2003-2004, \$41.98 per hour for 2004-2005 and \$44.32 per hour for 2005-2006. This is called the hourly supplemental rate. Reimbursement for services will be made on the first pay day of the month for all work performed for the period from the 1st of the prior month to the 30th of the prior month, subject to submission of the approved forms. Mileage for Home Instruction is to be interpreted as additional from the base school to the student's home and is to be calculated on a round-trip basis when applicable. Reimbursement for any other mileage shall be paid at the approved rate monthly, subject to submission of approved forms to the Board Office.
5. Individuals employed as Basic Skills Instructors shall be compensated at the negotiated Bedside/Hourly rate. For every hour of pupil contact an employee shall receive an additional ten (10) minutes pay for planning and preparation. Lead Basic Skills Teachers (one at each After School Program) shall receive an additional one-sixth (1/6) of the hourly supplemental rate.
6. Activities beyond the work day that require a voucher will be paid at the hourly supplemental rate.

7. Certified staff who attend meetings which have been administratively scheduled shall be paid at the hourly supplemental rate, except for meetings under Article 6, F., Article 6, L., and other meetings for which the teacher is already compensated.
- C. When the Board is in the process of creating a new extracurricular activity position, the initial salary for that position shall be negotiated with the Association.

ARTICLE 12 TEACHER ASSIGNMENT

- A. 1. All teachers whose class, subject, building or room assignment may be changed for the forthcoming year shall be given written notice by the last day of school or sooner, if possible. It is understood that in unusual or emergency circumstances this procedure may be altered. No notice will be provided to those staff whose above-referenced teaching conditions do not change.
2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade levels for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
- B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that such teachers shall be required to engage in as little inter-school travel as is consistent with the needs of the district. Such teachers shall be notified of any changes in their schedules as soon as practicable.
2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such required travel at the existing IRS rate for all driving done between arrival at the first location at the beginning of their workday, and the last location at the end of the workday. Payment for mileage shall follow same procedures as under Article 11, B. 4.
- C. Building principals shall consider the possibility of rotating duty assignments when developing annual teacher schedules.
- D. Effective July 1, 2004, CST members and speech pathologists, occupational therapists, physical therapists and Guidance Counselors who are assigned to work beyond the contractual work year shall receive their per diem rate of pay for all days worked. The days that are scheduled as work days shall be mutually agreed upon.

- E. Guidance counselors, substance awareness counselors, school nurses and members of the CST who are required to remain for crisis intervention shall be paid at the hourly supplemental rate for work beyond the contractual hours. Such time shall be administratively approved.

**ARTICLE 13
TRANSFERS, REASSIGNMENTS AND PROMOTIONS**

- A. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually. Non-certificated personnel may apply for any non-certificated position at any time.
- B. In filling a vacancy within the bargaining unit, the Board agrees to consider fully the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.
- C. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- D. The parties recognize that changes in grade and subject assignments and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer, a teacher without prior discussion with said teacher. Such transfers or changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils.
- E. All provisions of this article shall also apply to summer school, home teaching, and special programs, except that home instruction will be offered to the student's regular teacher(s) prior to general posting.
- F. All vacancies shall be posted on each staff bulletin board. Notice shall include job title, job description, eligibility requirements, instructions for making

application, and the closing date for filing. All qualified in district candidates shall be given serious consideration.

- G. Although transfer of all school personnel is a right of the Board, the Board agrees to consider fully the background and attainments of all applicants, the length of time each has been in the school system and other relevant factors in making a final determination on a request of transfer from an individual employee.
- H. All applicants will be notified in writing as soon as final selections are made.

ARTICLE 14 TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Teachers shall be evaluated only by principals, vice-principals, or other persons certificated by the New Jersey State Board of Examiners, to supervise instruction.
- C. All evaluations shall be in compliance with NJAC 6:3, Subchapter 4 (Supervision, Observation, and Evaluation). A copy of NJAC 6:3, Subchapter 4 shall be placed in each Teacher's Handbook.
- D. Written evaluations will be provided for nontenure teachers at least three (3) times per year.
- E. Written evaluations shall include appropriate comments on strengths as well as weaknesses, with suggestions for improving weaknesses.

ARTICLE 15 CUMULATIVE LEAVES

A. Sick Leave

1. All teachers shall be entitled to ten (10) sick leave days each school year provided, however, that should the teacher's contract begin after the first official day of school or terminate before the last official day of school, he/she shall be entitled only to one (1) sick leave day per full month under contract. Sick leave will be credited on the first day of the employee's work year.

2. In the event of absence by a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by a physician of its choice.
3. In case of illness to husband, wife, child or parent up to 3 days of prior year's accumulated sick leave may be used for the purpose of caring for the sick family member.

B. Personal Leave

All teachers shall be entitled to three (3) days a year for personal leave provided, however, that should the teacher's contract begin after the first official day of school or terminate before the last official day of school, he/she shall be entitled to a prorated number of days based on the time under contract. Application for leave shall be made to the building principal at least forty-eight (48) hours in advance of the day or days desired, if possible. The extension of a holiday or vacation, shall not, in and of itself, constitute a sufficient reason for granting of personal leave. If the principal does not approve the request for leave, the teacher may appeal to the Superintendent of Schools. Personal leave days not taken shall accumulate as sick leave days.

C. Accumulated Leave

When a teacher who has gained tenure leaves his or her teaching position in Monroe Township for any reason, he or she shall receive a lump sum payment based on the following formula:

$$(1/4 \times SL) \times (1/200 \times CS)$$

SL - unused accumulated sick leave.

CS - last annual contractual salary under which employed.

The above provision applies only to teachers employed prior to September 1, 1981.

For all teachers employed after September 1, 1981, the sick leave payment shall be limited to no more than \$5,000 effective July 1, 2003; \$5,500 effective July 1, 2004; and, \$6,000 effective July 1, 2005.

**ARTICLE 16
TEMPORARY LEAVES OF ABSENCE**

A. Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Time necessary for appearances in any legal proceeding connected with the employee's employment, except in the case of an employee bringing suit against the Board.

2. Up to five (5) days at any one time in the event of the death of an employee's spouse, child, parent, brother, sister, parent-in-law, domestic partner, or any other member of the immediate household.
3. Up to two (2) days at any one time in the event of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, and any other member of the immediate family.
4. Additional bereavement leave may be granted at the discretion of the Superintendent.
5. Leave with pay shall be provided to any employee who is required to serve on a jury.
6. Other leaves of absence with pay may be granted by the Board for good reason.
7. Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which that employee is entitled.

ARTICLE 17 EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- B. **Medical Leave of Absence**
 1. Maternity Leave of Absence
 - (a) Eligibility - All tenure personnel and nontenure personnel for a period not to exceed her present contract.
 - (b) Beginning of Leave - Leave shall begin any time during the term of pregnancy upon the written request of the employee at least 30 days before the leave is to become effective, if possible. A written statement from a physician shall be required stating that the employee is able to perform all duties required by her position up to the time the leave is to begin.
 - (c) Extent of Leave - Initial leave shall be granted until June 30 of the school year leave began. Additional school years of leave may be granted upon the written request of the employee received no later than:

- (1) April 1 for those whose leave began before February 15 of the same year.
 - (2) July 1 for those whose leave began after February 15 of the same year.
- (d) Reinstatement - Employees shall return to active duty in September upon written request received no later than:
- (1) April 1 for those whose leave began prior to February 15 of that year.
 - (2) July 1 for those whose leave began after February 15.

Reinstatement may take place during the school year only at the convenience of the school system.

(e) Benefits -

- (1) Tenure employees shall retain tenure during the period of leave.
- (2) Health care benefits for tenure employees shall be continued for a period of 12 months, beginning with the effective date of leave.
- (3) Employees shall not advance on the salary guide while on leave. However, if a leave begins during a school year credit shall be as follows:

Ninety-one (91) work days or more of employment, an individual shall advance a full year on the guide. Such 91 days must be with the employee physically in attendance (exclusive of occasional absences) and shall not include any portion of a leave for which the employee may be covered by accumulated sick leave pay.

Ninety (90) work days or less in a given academic year, an employee shall not advance on the guide for that school year only.

- (f) Accumulated Sick Leave - At the option of the employee, such leaves may be used, the leave of absence becoming effective when all sick leave is exhausted.
- (g) Nontenure personnel - Applicable benefits for nontenure personnel under this ARTICLE shall continue for a period up to the length of the individual's present contract.

2. Other Medical Leave of Absence

- (a) Eligibility - All tenure personnel and nontenure personnel for a period not to exceed his/her present contract.
- (b) Notification - All requests for leave of absence must be in writing, giving as much notice as possible. Requests must be accompanied by a written statement from a physician verifying the need for such leave and the duration of the illness.
- (c) Extent of Leave - Initial leave shall be granted until June 30 of the school year leave began. Additional school years of leave may be granted upon the written request of the employee, received no later than July 1 for the succeeding year.
- (d) Reinstatement - Employees wishing to return to active duty in September following approved leaves shall notify the Superintendent in writing by no later than April 15. Reinstatement may take place during the school year only at the convenience of the school system. A written statement from a physician is required verifying that the employee is able to resume all duties.
- (e) Benefits -
 - (1) Tenure employees shall retain tenure during the period of leave.
 - (2) Health care benefits for tenure employees shall be continued for a period of twelve (12) months beginning with the effective date of leave.
 - (3) Employees shall not advance on the salary guide while on leave. However, if a leave begins during a school year credit shall be as follows:

Ninety-one (91) work days or more of employment, an individual shall advance a full year on the guide. Such 91 days must be with the employee physically in attendance (exclusive of occasional absences) and shall not include any portion of a leave for which the employee may be covered by accumulated sick leave pay.

Ninety (90) work days or less in a given academic year, an employee shall not advance on the guide for that school year only.
- (f) Accumulated Sick Leave - At the option of the employee such leave may be used, the leave of absence becoming effective when all sick leave is exhausted.

- (g) Nontenure personnel - Applicable benefits for nontenure personnel under this ARTICLE shall continue for a period of up to the length of the individual's present contract.
- C. Other leaves of absence with or without pay and/or other benefits, may be granted by the Board for good reason.
- D. Any employee adopting an infant child not more than two years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. This leave will be of no cost to the Board of Education and the Board of Education agrees to hold that position open.
- E. 1. Upon return from leave granted pursuant to Section A of the ARTICLE, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that the sum of any previously granted military credit and the credit referred to in this section shall not exceed a total of four (4) years, and that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B, C and D of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- 2. A teacher returning from leave pursuant to this ARTICLE shall be assigned to the same position which he/she held at the time said leave commenced or to a position for which the teacher is certified. Upon return, he/she shall be credited with all sick leave accumulated prior to the beginning of this leave.
- F. All requests for and granting of leaves shall be in writing.
- G. Provided it remains in effect, or as it may be amended or revised from time to time, the Board recognizes that its employees are entitled to the benefits provided under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

ARTICLE 18
PROFESSIONAL DEVELOPMENT/IMPROVEMENT AND MENTORING

- A. Tenured teachers taking graduate courses not needed to maintain present certification and approved by the Superintendent shall be reimbursed to a maximum of \$2181 in school year 2003-2004, \$2301 in school year 2004-2005, and \$2429 in school year 2005-2006 July-June, for tuition and registration fees. The teacher will submit evidence of successful completion and proper vouchers to the Office of the Superintendent.

- B. 1. The teacher, by definition and known as Mentor Teacher, shall be paid in accordance with State guidelines, i.e., payment shall be made from the District to the Mentor Teacher, and this stipend shall be in addition to the Mentor Teacher's salary as provided in the salary guide. The school district will serve as the transmittal agency between the beginning teacher and mentor regarding the mentor stipend.
2. In the event that the mentoring process is conducted by an entire department at the secondary level or an entire grade level at the elementary schools, all mentors will share equally in the mentoring stipend.
3. Administrators will, under no circumstances, ask mentors to participate, formally, informally or in any way, in the evaluation of the beginning teacher.
4. Teachers interested in serving as mentors are to submit letters of interest annually to their building principals at the prescribed time in the Spring.
- (a) Consideration shall be given to tenured teachers.
 - (b) Preference will be given to mentor candidates having at least five (5) years' experience in education of which at least three (3) years must be in the Monroe School District. The Association and Board understand that while the experience cited is a goal, both parties agree that due to circumstances, the school district be given latitude in that criteria (experience) when considering potential mentors.
 - (c) Mentor Teacher candidates shall have at least three (3) years' experience in the grade or subject level and (i.e. elementary, middle school, high school) and at least three (3) years' experience in the elementary specialty (if applicable, i.e. music, P.E.) or secondary subject area taught by the beginning employee.
 - (d) Preference shall be given to Mentor Teacher candidates teaching in the same school as the beginning employee.
 - (e) Applicants should currently be in a classroom teaching assignment a minimum of half time.
5. The Board agrees to guarantee annual notice of the teacher's status regarding the State mandated 100 hours requirement.

C. Noncertificated Professional Development

Should the Board of Education require attendance of bargaining unit members at in-service/staff development activities, the Board of Education shall either provide release time for such attendance or pay the employee their hourly rate in accordance with State and Federal regulations regarding such activity.

- D. The Board agrees to pay the full cost of registration and tuition incurred by all full time employees in connection with any courses, workshops, seminar conferences, or training sessions which the employee is specifically requested to take by virtue of direction of the Superintendent of Schools.

**ARTICLE 19
INSURANCE PROTECTION**

- A. The Board shall provide the health-care insurance protection designated below. Effective as soon after mutual ratification of the 2000-2003 Agreement, the District will make the Traditional, Horizon PPO and HMO plans available to all unit members on a voluntary basis. The Board shall pay the full premium for each employee as defined by carrier and in cases where appropriate for family-plan insurance coverage subject to the following exceptions/ conditions. A member may enroll in any insurance plan during an open enrollment period.

1. Effective with the mutual ratification of the 2003-2006 Agreement, the PPO plan shall be the threshold Board-paid plan for all newly-hired eligible unit members, as modified by A. 3. below, for the first three years of their employment in the District. Thereafter, these unit members may enroll at Board cost in any available plan option.
2. New hires temporarily replacing people on medical, maternity and/or other leaves shall be given individual employee health coverage in accordance with a waiting period which shall be defined as a period of time which ends on the first day of the calendar month following 30 days of active service after they have reached their sixth month of employment. However, such employees will be allowed to receive spouse and/or family coverage by contributing for that portion of the premium coverage.
3. All new employees hired after July 1, 1992 will be offered individual health coverage through the end of their third full year of employment with the Board. Effective September 1, at the beginning of their fourth full year of employment with the Board, employees shall be entitled to receive full family benefits as detailed throughout this ARTICLE.

Effective July 1, 2003, non-tenured employees in this category desiring coverage above the single enrollment level shall contribute 75% of the difference between single insurance and the enrollment chosen. Effective July 1, 2004, employees in this category desiring coverage above the single enrollment level shall contribute 50% of the difference between single insurance and the enrollment chosen. Effective July 1, 2005, employees in this category desiring coverage above the single enrollment level shall contribute 25% of the difference between single insurance and the enrollment chosen.

4. For each full time employee as defined by carrier who is in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.
 5. Provisions of the health care insurance program shall be detailed in master policies and contracts provided by the health care carrier. The plan benefits shall include oral contraceptives, individual dental maximum per year increased to \$1500, and orthodontic benefits up to \$1000 per person (this is a lifetime benefit).
- B. The prescription co-pay will be: \$5.00 for generic and \$10.00 for brand name prescriptions. Effective January 1, 2004, the prescription co-pay will be \$10 for generic and \$15 for brand name prescriptions.
- C. 1. Single employee medical deductible shall be \$150 per year.
2. Full family medical deductible shall be \$300 per year.
3. Co-Insurance: Remains at 80% of \$2500.
- D. Employee Dental**

Single deductible \$50, Family deductible \$100. The employee dental plan shall be 80/20.

ARTICLE 20
NONCERTIFICATED PERSONNEL
Work Day/Evaluation/Files/Tuition Reimbursement

A. Hours

The workday for noncertified personnel will be as follows:

- Secretaries, High School - 7 hours daily
- Secretaries, Elementary and Middle Schools - 7 hours, 15 minutes daily
- Library Coordinators, High School - 6 hours daily
- Library Coordinators, Elementary and Middle Schools - 6 hours, 15 minutes daily
- Paraprofessionals - Hours according to terms of appointment

B. Lunch Period

All employees having a work day of five and one-half (5 and 1/2) or more hours are provided a thirty (30) minute lunch period at a time to be mutually established with the employee's immediate supervisor. Additionally, effective after mutual ratification of the 2003-2006 Agreement Secretaries, Coordinators, full-day Paraprofessionals and security personnel shall be given one (1) fifteen (15) minute break per day.

- C. On the last pupil day prior to the Thanksgiving vacation and the winter vacation, noncertified employees shall be permitted to leave when pupils have left school grounds, at no loss in pay.
- D. All noncertificated staff employed continuously from November 1 shall receive an annual performance evaluation, a copy of which each employee may retain for their own records.

Should any noncertificated employee take issue with any part of their annual evaluation, they shall have the right to, within ten (10) days after receipt of their evaluation, have their written statement or rebuttal attached to that evaluation. Both the evaluation and any attachment shall be maintained within said employee's personnel file.

Additionally, should any noncertificated employee be the subject of any supplementary memorandum or report that addresses any aspect of the employee's performance, said employee shall receive a copy of such written correspondence.

Should any noncertificated employee wish to review their personnel file, they may have access to such files with 48 hours prior notice to the appropriate administrator's office.

- E. Effective July 1, 1997, there shall be a tuition reimbursement plan for support employees.
 - 1. Courses must be approved in advance of course registration in writing by the Superintendent. The Superintendent's approval/denial is not subject to review.
 - 2. Courses must be at the college level and must be directly related to the employee's current job.
 - 3. The maximum annual (July 1 through June 30) reimbursement for an employee is \$600.
- F. The parties agree to establish a committee which shall begin functioning at the time of mutual ratification of the Memorandum of Agreement. It will consist of up to 6 members appointed by the MTEA and up to 6 members appointed by the Board (including administrators) to study the possibility of an in-service credit program for support staff unit members and to make a report to the parties by July 1, 2002.
- G. Overtime for all other non-certificated personnel shall be voluntary and will be rotated within the job title within the building. Effective retroactive to July 1, 2000, paraprofessionals' working beyond their regular day shall be paid a full hour for any part of an hour worked.
- H. Security personnel shall be provided with five (5) shirts annually.
- I. Non-certified staff who attend required meetings that occur either before the contractual work day or extend beyond the contractual work day shall be paid for such extra time at their hourly rate. This provision does not cover drivers' meetings.

ARTICLE 21
LEAVES OF ABSENCE
(Noncertificated personnel)

A. Temporary Leaves of Absence

Employees shall be entitled to the following, temporary nonaccumulative leaves of absence with full pay each school year:

- 1. Time necessary for appearances in any legal proceeding connected with the employee's employment, except in the case of an employee's bringing suit against the Board.

2. Up to five (5) days at any one time in the event of the death of an employee's spouse, child, parent, brother, sister or parent-in-law, domestic partner or any other member of the immediate household.
3. Up to two (2) days at any one time in the event of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent and any other member of the immediate family.
4. Additional bereavement leave may be granted at the discretion of the Superintendent.
5. Leave with pay shall be provided to any employee who is required to serve on a jury.
6. Other leaves of absence with pay may be granted by the Board for good reason.
7. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which that employee is entitled and shall be in terms of the particular employee's normal work day.

B. Sick Leave

1. All ten (10) month employees are allowed ten (10) sick days (work days) per year and all twelve (12) month employees are allowed twelve (12) sick days (work days) per year. If an employee's contract begins after the start of the normal work year, sick leave shall be prorated at one (1) day per month.
2. In the event of absence by an employee for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by a physician of its choice.
3. In case of illness to husband, wife, child or parent, up to 3 days of prior year's accumulated sick leave may be used for the purpose of caring for the sick family member.

C. Personal Leave

All employees shall be entitled to three (3) days a year for personal leave provided, however, that should the employee's contract begin after the first official day of school or terminate before the last official day of school, he/she shall be entitled to a prorated number of days based on the time under contract. Application for leave shall be made to the building principal at least forty-eight (48) hours in advance of the day or days desired. The extension of a holiday or vacation, shall not, in and of itself, constitute a sufficient reason for granting of personal leave. If the principal

does not approve the request for a leave, the employee may appeal to the Superintendent of Schools. Personal leave days not taken shall accumulate as sick leave days.

D. Accumulated Leave

When an employee who has completed three (3) or more years of employment in Monroe Township leaves for any reason, he/she shall receive a lump sum payment based on the following formula:

$$(1/4 \times SL) \times (1/200 \times CS)$$

SL - unused accumulated sick leave

CS - last annual contractual salary under which employed

The above provision applies only to personnel employed prior to September 1, 1981. For personnel employed after September 1, 1981, the sick leave payment shall be limited to no more than 50% of the dollar limit set forth in Article 15, C.

E. Vacation, Work Year, Holidays

1. Twelve (12) month noncertificated employees shall receive ten (10) days vacation with pay after completing one year of employment. Vacations shall be taken during July and August at a time approved by their immediate supervisor. If possible, exceptions to the above vacation schedule may be approved by the employee's building principal, with the final approval of the Superintendent of Schools. No vacation time shall be taken in September or June. The full ten (10) days shall be granted only if the employee has already been employed for twelve (12) full months. If the initial contract is for less than twelve (12) months, vacation days shall be prorated accordingly. When the employee leaves the employ of the Board, he/she shall be paid one day's pay for each day of unused vacation earned up to a maximum of ten (10) days. Employees who have been employed five (5) years or longer in the same position shall be granted fifteen (15) days vacation.

Promotions shall not be interpreted as a break in service and shall be considered along with consecutive experience in previous similar hourly positions toward achieving five (5) years experience.

2. Ten (10) month school secretaries will work 190 days including all days when school is in session, with the remainder to be determined by the employee and the immediate supervisor.
3. coordinators will work 188 days including all days when school is in session, with the remainder to be determined by the employee and the immediate supervisor.

F. Extended Leaves of Absence

Any noncertificated staff member employed for no less than five (5) years consecutively shall be granted a sick leave (maternity included) for up to the balance of their contract year, on an unpaid basis. Upon their return to work, there shall be no loss of previous credit to their salary step. This leave may be extended beyond the term of the employee's contract year in the Board's discretion, provided it is at no cost to the Board.

ARTICLE 22 TRANSFERS, VACANCIES AND ASSIGNMENTS (Noncertificated personnel)

- A. Noncertificated personnel may apply for any noncertificated position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.
- B. In filling a vacancy within the bargaining unit, the Board agrees to consider fully the background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.
- C. Although transfers of all school personnel is a right of the Board, the Board agrees to consider fully the background and attainments of all applicants, the length of time each has been in the school system and other relevant factors in making a final determination on a request of transfer from an individual employee.
- D. Non-certificated staff who are involuntarily transferred will be notified in writing five (5) days prior to the transfer, except in the case of an emergency.

ARTICLE 23 OTHER PROVISIONS OF NONCERTIFICATED AND NON-TENURE PERSONNEL

- A. If in the future the Board considers moving to a majority of sub contracted busing, the Board will consult with the Association before implementing such a move.
- B. Longevity pay after fifteen (15) or more consecutive years of noncertificated employee service to the Board of Education shall be provided regardless of changes in category of employment.

C. In the event that the Board finds it necessary to reduce the work force in a non-certificated area, the Board will consider the length of service an employee has given the district in making such personnel decisions. (See E. below.)

D. Seniority Lists

1. The Board shall maintain a seniority list for non-certificated employees. Each employee shall appear on one of the following lists dependent upon which position he/she fills at the time the list is drawn up. Copies of these lists shall be made available to the Association.

- 12 month secretaries
- 10 month secretaries
- coordinators
- security personnel
- paraprofessionals – lunch/playground
- paraprofessionals – classroom – part-time
- paraprofessionals – classroom – full-time
- paraprofessionals - office
- drivers (the employee must be qualified to operate the vehicle in order to exercise rights under the following provision)

2. In the event of a reduction in force within a job title, employees with five (5) or more years of experience in the District will not be laid off before employees with less than five (5) years of experience in the District within the same job title.

3. In the event of a recall, any employee who has at least three (3) years of experience in the District, shall be recalled to their position (the last one filled before the reduction in force) in order of seniority within the affected job title.

4. Non-certificated employees who have been reduced in force shall remain on the recall list for three (3) years from the effective date of the reduction in force. Non-certificated employees who have been reduced in force and who have five (5) years or more of seniority at the time of the reduction in force shall remain on the recall list for five (5) years from the effective date of the reduction in force.

5. Notice of recall to work shall be addressed to the non-certificated employee's last address appearing on the records of the school district by certified mail, return receipt requested. Within eight (8) calendar days from receipt of such notice of recall, the non-certificated employee shall notify the Board of Education, in writing, whether or not he/she desires to return to work in the recall. If he/she fails to reply or if he/she indicates that

he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

6. Seniority shall not be accumulated during the period of layoff. Upon recall the non-certificated employee shall have his/her accumulated seniority restored to the date of layoff.
 7. A non-certificated employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- E. Noncertificated employees shall be notified of their next year's employment status by the last work day of the school year, if possible.
 - F. Any employee who loses his or her position as a result of privatization shall be retained in his or her proper place on the District seniority recall list.
 - G. When a paraprofessional replaces either a secretary or library coordinator, she/he shall receive a \$2.00 per hour differential in pay.
 - H. When schools have delayed openings or are closed for snow after the start of the school day, paraprofessionals will not be required to make up the time school is closed.
 - I. When a paraprofessional replaces a security guard, she/he shall receive her/his hourly rate or the hourly rate at the first step of the security guard guide, whichever is higher, for all such hours worked.

ARTICLE 24 DRIVERS

- A. Late Runs, Middays, and Back-up runs will be assigned by seniority rotation for the initial assignments in September. Such runs posted after the initial assignments will be assigned by seniority only. A driver does not have the right to give up a late run in order to take a newly posted late run. Midday runs can only be given up to take newly posted contracted midday runs. All late runs and back-up runs will be assigned to drivers on an individual basis, being called in by seniority until all runs have been assigned, thereafter back into rotation. Midday runs are defined as any run between the hours of 9:30 am and 1:30 pm. Midday runs will carry over from year to year as long as the given program remains in effect. All new midday runs will be made available to all drivers through postings.
- B. The Transportation Coordinator will meet with each driver to discuss his/her route assignment prior to the start of the school year.

- C. The Board agrees to pay for any drug testing of drivers as it (the Board) or any other governmental agency may require, unless the results are positive. If a driver is selected to be randomly tested for drugs and is absent from work that day, the driver shall be paid his/her hourly rate of pay for time spent beyond the scheduled work day to be tested, up to a maximum of four (4) hours.
- D. The Board shall pay the cost of fingerprinting for drivers upon renewal of their licenses.
- E. At the start of each school year, an updated copy of the Drug and Alcohol Testing Policy shall be given to each driver. The driver shall sign a form indicating that he/she has received a copy of the Policy and that form shall be maintained in District files for that year.
- F. The following procedures are to clarify substitute pay for additional runs not included in contracted hours.
 - 1. Substitute hours will not exceed the hours of the absent driver. For example, if the absent driver is contracted for four hours, the total time submitted by substitute drivers to cover the route will not exceed the contracted four hours.
 - 2. If several drivers pick up a small number of students to cover the route of an absent driver, no extra pay will be granted.
 - 3. When a driver picks up a complete route(s) for an absent driver, they will receive one extra hour pay for each route.
 - 4. If a route is split between two drivers, the time will be prorated with each driver receiving half hour extra pay.
 - 5. After school late runs pay is as follows:
 - (a) 4:00 p.m. runs pay one and one-half hours extra
 - (b) 5:00 p.m. runs pay one and one-half hours extra
 - (c) 6:00 p.m. runs pay one and one-half hours extra
- G. Mid day route substitutes back-up runs will receive extra hours equal to the regular driver hours. If the route is split, the hours shall be prorated.
- H. On student orientation days, the driver will be paid six (6) hours with two (2) hours for any additional school runs on that day.

- I. On student orientation days and any other days that have unusual circumstances, the driver will be paid six (6) hours with two (2) hours for any additional school runs on that day.
- J. Drivers who are asked to relinquish their routes to substitute on other routes resulting in their route being double, will receive extra pay equal to the amount of the driver who doubles their run.
- K. Band runs are equivalent to 4:00 p.m. late runs and will pay one and one-half hours extra.
- L. Six (6) hours shall be paid shall be paid to drivers required to drive when their schools are open and Monroe Schools are not in session.
- M. Trip hours shall include hours out on the run and 1/2 hour each for vehicle warm up and clean up.
- N. Drivers who are required to appear in court to support Board of Education matters, vehicles passing bus lights, etc., will receive four extra hours pay. Hours paid include time needed at police building to file complaint.
- O. One and a half hours extra shall be paid for half day runs for High School, Applegarth, and Immaculate schools, or a combination of schools. No extra shall be paid when all schools are on half schedule.
- P. One hour shall be paid for half day runs for the Elementary Schools. No extra compensation shall be paid when all schools are on half schedule.
- Q. Kindergarten/Preschool Disabled runs to and from school shall receive an additional one-half (1/2) hour when elementary schools are on half-schedule.
- R. Talented and Gifted/Basic Skills runs shall be equivalent to a Kindergarten/Pre-school Disabled run and will pay two (2) hours.
- S. Thirty (30) minute minimum shall be paid for drivers' meetings held to conduct Board of Education business that would extend contracted work hours, additional drivers meeting time shall be paid in thirty (30) minute increments. All other meetings held outside of contract hours pay one (1) hour minimum.
- T. Drivers who must take a bus to the Inspection Station or repair facility will be paid for actual time worked.
- U. Drivers who are required to do a second run when a school has an altered schedule due to testing shall receive an additional hour's compensation.

- V. When possible, any driver returning from extended leave within the balance of their contract year shall be assigned to the same route which they held at the time said leave commenced. The Board reserves the right to reassign the driver to similar routes, if conditions warrant.
- W. Drivers on extended sick leave (five days or more) who are eligible to sign up for a newly posted run shall be notified within twenty-four (24) hours of the posting, giving them the opportunity to have their name included on the sign up sheet. If any of these drivers choose not to sign up, they forfeit their rights to that run.
- X. When vacant bus routes and summer work become available, said runs shall be posted and seniority will be one of the factors considered in assigning the runs.
- Y. Trip Assignment
 - 1. Trips will be assigned using an alphabetical rotation list. A separate alphabetical rotation list will be used for weekend runs.
 - 2. As trips become available, they will be assigned to the next person in rotation on the list.
 - 3. If a trip is cancelled, it is cancelled. No adjustments will be made to the existing rotation, no make up trips will be scheduled and no make up trips will be owed.
 - 4. If a driver relinquishes a trip, the trip will be assigned to the next driver on the rotation list.
- Z. Drivers shall receive time and one-half the regular rate of pay for driving on Saturdays, Sundays or on national or State holidays when the Monroe Township students are not in session.

**ARTICLE 25
PERSONAL AND ACADEMIC FREEDOM**

The Board agrees to abide by the laws of the State of New Jersey, federal laws, and rulings of the New Jersey State Commissioner of Education and the New Jersey State Board of Education which have the effect of law, in respect to the protection of individuals and the pursuit of academic freedom by teachers.

ARTICLE 26 COUNCILS

A. Faculty Council

There shall be established in each school a Faculty Council appointed jointly by the Association and school principal of three (3) faculty members in the elementary schools, four (4) faculty members in the middle school, and five (5) faculty members in the high school. The Faculty Council will meet with the building principal to consider issues at a local school level.

B. Administrative/MTEA Liaison

At least five (5) times per school year (preferably every other month), the superintendent of schools and selected administrative staff will meet with the MTEA leadership (president, one representative from each school and one noncertificated staff representative). In a spirit of cooperation, these meetings will be used to foster good communications, address matters of mutual concern, and to resolve problems. Such meetings will be held at mutually agreed upon times and within the school district. Further, such meetings are not intended to circumvent appropriate communications between staff and their immediate supervisors.

ARTICLE 27 MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. 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 be controlling.

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of the Agreement on the basis of age, race, creed, color, religion, national origin, sex, domicile, affectional or sexual orientation or marital status, and all Federal regulations.

- C. Copies of this Agreement shall be reproduced in booklet form. The maximum quantity of 750 copies will be printed.

The cost of printing these booklets will be shared equally by the Board and the Association. Agreement must be reached as to the format of the booklet. The Agreement which will be signed by both parties will be binding. Any errors made in the printing of the booklet will not be binding and will be resolved by both parties.

- D. The following shall apply to deductions made under Article 1, Representation Fee, Article 11, B.1, Credit Union, and Article 26, E., Annuity Plan: The Union shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of fulfilling its obligations under these provisions including paying actual attorney fees.

- E. Six Annuity plans will be authorized for employee utilization if three or more employees submit enrollment applications for each plan. They are Equitable, Copeland Companies, Valic (Variable), Travelers, John Hancock and T. Rowe Price. Employees enrolled in plans other than the ones listed here prior to July 1, 1983 may continue their active participation in their plan but no new enrollments will be accepted.

- F. A joint Health and Safety committee shall be established and consist of members appointed by the Association president and the Superintendent. The Committee shall meet at least two (2) times each year to develop, review and implement procedures in areas of concern to the parties. Air quality issues are not in the purview of this committee because they are being reviewed separately.

- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing at the following addresses:

- (1) If by Association, to Board at:

Superintendent
423 Buckelew Avenue
Monroe Township, N.J. 08831

- (2) If by Board, to Association at:

President, MTEA
Monroe Township High School
1629 Perrineville Road
Monroe Township, N.J. 08831

**ARTICLE 28
TEACHER GUIDES**

2002-2003 STEP	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY	2005-2006 STEP	2005-2006 SALARY
					1	40000
			1	39250	2	40500
***	1	37700	2	39350	3	41300
4	2	37800	3	40150	4	42300
5	3	38600	4	40950	5	43400
6	4	39400	5	41750	6	44500
7	5	40200	6	42550	7	49390
8	6	41000	7	47440	8	54290
9	7	45890	8	52340	9	59190
10	8	50790	9	57240	10	64790
11	9	55690	10	62840	11	70000
12	10	61290	11	68050	11	70000
13	11	66500	11	68050	11	70000
14	11	66500	11	68050	11	70000

Step-to-step movement can be traced by reading horizontally. For example, a teacher who was on Step 9 in 2002-2003 moves to Step 7 in 2003-2004, to Step 8 in 2004-2005 and to Step 9 in 2005-2006.

COLUMN DIFFERENTIALS:

2003-2004

BA+15: Additional \$800	MA: Additional \$1,400	MA+30: Additional \$1,900	Doctorate: Additional \$2,500
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2004-2005

BA+15: Additional \$950	MA: Additional \$1,550	MA+30: Additional \$2,050	Doctorate: Additional \$2,650
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2002-2003

BA+15: Additional \$1,000	MA: Additional \$1,600	MA+30: Additional \$2,100	Doctorate: Additional \$2,700
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Longevity:

<u>15</u> OR MORE CONSECUTIVE YEARS	\$650
<u>20</u> OR MORE CONSECUTIVE YEARS	\$800*
<u>25</u> OR MORE CONSECUTIVE YEARS	\$1425*

Longevity shown is placed above the guide amount. * Total amount

TEACHER SALARY GUIDE NOTES

1. Eligibility for Bachelor + 15 Guide:

- All teachers paid according to the Bachelor + 15 guide in 1976-77.
- All teachers presenting official college transcripts indicating completion of 15 graduate credit hours subsequent to: receiving a Bachelor's degree; receiving full certification and, July 1, 1969. Further, such credit hours must be approved by the Superintendent as being of immediate or potential benefit to the school district.

2. Eligibility for Master + 30 Guide:

All teachers presenting official college transcripts indicating successful completion of a master's degree and 30 graduate credit hours subsequent to receiving Master's Degree:

- In addition to course requirements for standard teacher certification and the master's degree.
 - Approved by the Superintendent as being of immediate or potential benefit to the school district.
3. In order to proceed to a higher guide category, evidence of completing the new category requirements must be submitted in official form to the Superintendent's Office. Graduate credits taken during the summer may be applied for a guide change beginning on September 1. Graduate credits taken in the fall may be applied to a guide change effective February 1.

**HIGH SCHOOL & MIDDLE SCHOOL INTERSCHOLASTIC ATHLETIC COACHES
2003-2004**

SPORT	TITLE	STEP 1	STEP 2	STEP 3
Football:	Head Coach	7130	7899	8776
	Assistant	4934	5308	5705
Basketball:	Head Coach	6476	6845	7997
	Assistant	4209	4702	5194
Wrestling:	Head Coach	6476	6856	7997
	Assistant	4209	4702	5194
Baseball:	Head Coach	5979	6644	7384
	Assistant	3884	4317	4797
Field Hockey:	Head Coach	5979	6644	7384
	Assistant	3884	4317	4797
Soccer:	Head Coach	5979	6644	7384
	Assistant	3884	4317	4797
Softball:	Head Coach	5979	6644	7384
	Assistant	3884	4317	4797
Winter Track (Girls) (Boys)	Head Coach (2)	6476	6856	7997
	Assistant (1)	4209	4702	4879
Spring Track	Head Coach	6476	6856	7997
	Assistant	4209	4702	5194
Cross Country	Head Coach	4214	4944	5204
Golf:	Head Coach	4214	4944	5204
Tennis:	Head Coach	4214	4944	5204
Bowling:	Head Coach	4214	4944	5204
Cheerleading:	Head Coach (Fall)	4214	4944	5204
	Assistant (Fall)	2740	3213	3383
	Head Coach (Winter)	4214	4944	5207
	Assistant (Winter)	2740	3213	3383
	Competition Cheerleading	4214	4944	5204
Applegarth Wrestling:		2736	2736	2736
Applegarth	Girls:	2736	2736	2736
Basketball	Boys:	2736	2736	2736
Applegarth Baseball		2525	2525	2525
Applegarth Softball		2525	2525	2525
Applegarth Soccer	Girls:	2525	2525	2525
	Boys:	2525	2525	2525

All coaches holding positions on or before June 30, 1994 shall be grandfathered at Step 3. If they participate in a new sport, they shall be placed at the step deemed appropriate by the Superintendent. Coaches hired on or after July 1, 1994, shall be placed on the appropriate step based upon years of experience as a coach in the same sport. Step 1 shall represent one (1) to two (2) years of experience in the same sport. Step 2 shall represent three (3) to four (4) years of experience in the same sport. Step 3 shall represent five (5) or more years of experience in the same sport.

**Any coach who as coached a sport at the middle school for three years or more will be grandfathered and will receive high school assistant salary.*

**HIGH SCHOOL & MIDDLE SCHOOL INTERSCHOLASTIC ATHLETIC COACHES
2004-2005**

SPORT	TITLE	STEP 1	STEP 2	STEP 3
Football:	Head Coach	7522	8333	9259
	Assistant	5205	5600	6019
Basketball:	Head Coach	6832	7221	8437
	Assistant	4440	4961	5480
Wrestling:	Head Coach	6832	7233	8437
	Assistant	4440	4961	5480
Baseball:	Head Coach	6308	7009	7790
	Assistant	4098	4554	5061
Field Hockey:	Head Coach	6308	7009	7790
	Assistant	4098	4554	5061
Soccer:	Head Coach	6308	7009	7790
	Assistant	4098	4554	5061
Softball:	Head Coach	6308	7009	7790
	Assistant	4098	4554	5061
Winter Track (Girls) (Boys)	Head Coach (2)	6832	7233	8437
	Assistant (1)	4440	4961	5147
Spring Track	Head Coach	6832	7233	8437
	Assistant	4440	4691	5480
Cross Country	Head Coach	4446	5216	5490
Golf:	Head Coach	4446	5216	5490
Tennis:	Head Coach	4446	5216	5490
Bowling:	Head Coach	4446	5216	5490
Cheerleading:	Head Coach (Fall)	4446	5216	5490
	Assistant (Fall)	2891	3390	3569
	Head Coach (Winter)	4446	5216	5493
	Assistant (Winter)	2891	3390	3569
	Competition Cheerleading	4446	5216	5490
Applegarth Wrestling:		2886	2886	2886
Applegarth	Girls:	2886	2886	2886
Basketball	Boys:	2886	2886	2886
Applegarth Baseball		2664	2664	2664
Applegarth Softball		2664	2664	2664
Applegarth Soccer	Girls:	2664	2664	2664
	Boys:	2664	2664	2664

All coaches holding positions on or before June 30, 1994 shall be grandfathered at Step 3. If they participate in a new sport, they shall be placed at the step deemed appropriate by the Superintendent. Coaches hired on or after July 1, 1994, shall be placed on the appropriate step based upon years of experience as a coach in the same sport. Step 1 shall represent one (1) to two (2) years of experience in the same sport. Step 2 shall represent three (3) to four (4) years of experience in the same sport. Step 3 shall represent five (5) or more years of experience in the same sport.

**Any coach who as coached a sport at the middle school for three years or more will be grandfathered and will receive high school assistant salary.*

**HIGH SCHOOL & MIDDLE SCHOOL INTERSCHOLASTIC ATHLETIC COACHES
2005-2006**

SPORT	TITLE	STEP 1	STEP 2	STEP 3
Football:	Head Coach	7941	8797	9775
	Assistant	5495	5912	6354
Basketball:	Head Coach	7213	7636	8907
	Assistant	4687	5237	5785
Wrestling:	Head Coach	7213	7636	8907
	Assistant	4687	5237	5785
Baseball:	Head Coach	6659	7399	8224
	Assistant	4326	4808	5343
Field Hockey:	Head Coach	6659	7399	8224
	Assistant	4326	4808	5343
Soccer:	Head Coach	6659	7399	8224
	Assistant	4326	4808	5346
Softball:	Head Coach	6659	7399	8224
	Assistant	4326	4808	5343
Winter Track (Girls) (Boys)	Head Coach (2)	7213	7636	8907
	Assistant (1)	4687	5237	5434
Spring Track	Head Coach	7213	7636	8907
	Assistant	4687	4952	5785
Cross Country	Head Coach	4687	5507	5796
Golf:	Head Coach	4687	5507	5796
Tennis:	Head Coach	4687	5507	5796
Bowling:	Head Coach	4687	5507	5796
Cheerleading:	Head Coach (Fall)	4687	5507	5796
	Assistant (Fall)	3052	3579	3768
	Head Coach (Winter)	4694	5507	5799
	Assistant (Winter)	3052	3579	3768
	Competition Cheerleading	4694	5507	5796
Applegarth Wrestling:		3047	3047	3047
Applegarth	Girls:	3047	3047	3047
Basketball	Boys:	3047	3047	3047
Applegarth Baseball		2812	2812	2812
Applegarth Softball		2812	2812	2812
Applegarth Soccer	Girls:	2812	2812	2812
	Boys:	2812	2812	2812

All coaches holding positions on or before June 30, 1994 shall be grandfathered at Step 3. If they participate in a new sport, they shall be placed at the step deemed appropriate by the Superintendent. Coaches hired on or after July 1, 1994, shall be placed on the appropriate step based upon years of experience as a coach in the same sport. Step 1 shall represent one (1) to two (2) years of experience in the same sport. Step 2 shall represent three (3) to four (4) years of experience in the same sport. Step 3 shall represent five (5) or more years of experience in the same sport.

**Any coach who as coached a sport at the middle school for three years or more will be grandfathered and will receive high school assistant salary.*

OTHER POSITIONS

Activity	2003-2004	2004-2005	2005-2006
Academic Team	1456	1536	1622
Assistant Academic Team	946	998	1053
Alternative School Head	2062	2175	2296
Anytown (up to 10 hours at the Hourly Supplemental Rate)			
Art Club	1456	1536	1622
Athletic Equipment Manager	4209	4440	4687
Athletic Trainer - Fall	8347	8806	9296
Athletic Trainer - Winter	8347	8806	9296
Athletic Trainer - Spring	8347	8806	9296
Assistant Marching Band:			
Percussion	1060	1118	1180
Choreographer	1651	1742	1841
Color Guard	1060	1118	1180
Drill	1060	1118	1180
AVA Coordinator	2777	2930	3093
Band Director	5570	5876	6203
Assistant Band Director	3447	3637	3840
Chess Club	1456	1536	1622
Choral Director	3740	3946	4166
Assistant Choral Director	2315	2442	2578
Choreographer - Musical	2213	2335	2465
Class Advisors:			
Freshman	1113	1175	1239
Sophomore	1113	1175	1239
Junior	1821	1921	2028
Senior	2331	2459	2596
Computer Club	1456	1536	1621
D.E.C.A.	1656	1747	1844
Distance Lab Coordinator			
Drama Director - per play	3909	4124	4354
Drama Director - per musical	4209	4440	4688
Drama Producer	2213	2335	2465
Drama - Set Design - per show	1085	1145	1209
Drill Team	2379	2510	2650
Environmental Action Club	1456	1536	1622
F.B.L.A.	1456	1536	1622
F.L.Y. Coordinator	1983	2092	2209
F.L.Y. Counselor	1234	1302	1375
History Club	1456	1536	1622
IAO Coordinator (10 hours per month at the Hourly Supplemental Rate)			

Activity	2003-2004	2004-2005	2005-2006
Jazz Ensemble	2027	2138	2257
Intramurals	1734	1829	1931
International Relations Club	1456	1536	1622
International Thespian Society	1456	1536	1622
Key Club	1456	1536	1622
Literary Magazine	1883	1987	2098
Mathletes	1821	1921	2028
Mock Trial	1456	1536	1622
Model UN	1456	1536	1622
Museum Club	1456	1536	1622
National Arts Honor Society	1456	1536	1622
National Honor Society	1883	1987	2098
Newspaper	2976	3140	3315
Poetry Club	1456	1536	1622
Project Graduation	2331	2459	2596
Project Graduation Assistants			
(a minimum of five (5))	318	335	354
School Store	1456	1536	1622
Science Club	1456	1536	1622
Science Resource Personnel	1000	1055	1114
Scienceletes	2027	2138	2257
School Goals Committee	200	211	223
Student/ Staff Athletic Manager			
Steps 1, 2, or 3. Salary shall be			
comparable to the Asst. Basketball			
Coach for Fall, Winter & Spring**			
Student Activities Advisor	6476	6832	7213
Student Council	2673	2820	2977
Technology Resource Personnel	1000	1055	1114
Teen Arts	1456	1536	1622
Tri-M (Music Honor Society)	1456	1536	1622
TV Production - Hourly supplemental			
rate, hours as approved by admin.			
Weight Training - Fall	1456	1536	1622
Weight Training - Winter	1456	1536	1622
Weight Training - Spring	1456	1536	1622
Fitness/Aerobics - Fall	1456	1536	1622
Fitness/Aerobics - Winter	1456	1536	1622
Fitness/Aerobics - Spring	1456	1536	1622
Yearbook	3740	3946	4166
Yearbook Business Mgr.	2062	2175	2297
Youth in Government	1456	1536	1622

Activity	2003-2004	2004-2005	2005-2006
Applegarth Student Council	1718	1813	1914
Applegarth Yearbook	1551	1636	1727
Applegarth Clubs*	597	630	665
Applegarth Band	2027	2138	2257
Applegarth Chorus	2027	2138	2257
Applegarth Drama Coach	1328	1401	1479

*Applegarth clubs' calculation is done on the following basis:
 10 sessions x 1.5 hours x the hourly supplemental rate found in Article 11, B. 4.
 This payment shall be made in a lump sum amount at the completion of the Fall program or the Spring program.

MISCELLANEOUS

Activity	2003-2004	2004-2005	2005-2006
Class Period Coverage	29.82	31.46	33.21
CMAC/Writing Lab After school at hourly supplemental rate			
Curriculum Writers	1200	1266	1337
Hourly Supplemental Rate	39.79	41.98	44.32
Mileage	IRS Rate	IRS Rate	IRS Rate
Professional Development Reimbursement	2181	2301	2429
Truant Office	5830	6151	6493

SECRETARY (10 MONTH)

2002-2003 STEP	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY	2005-2006 STEP	2005-2006 SALARY
					1	29665
			1	26502	2	29765
	1	23640	2	26602	3	29865
1	2	23740	3	26702	4	29965
2	3	23840	4	26802	5	30610
3	4	23940	5	27500	6	32410
4	5	24650	6	29850	7	34210
5	6	27600	7	32200	8	36010
6	7	30550	8	34550	8	36010
7	8	33500	8	34550	8	36010
8	8	33500	8	34550	8	36010

SECRETARY (12 MONTH)

2002-2003 STEP	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY	2005-2006 STEP	2005-2006 SALARY
					1	35223
			1	31850	2	35323
	1	28670	2	31950	3	35423
1	2	28770	3	32050	4	35523
2	3	29270	4	32650	5	37020
3	4	29870	5	34450	6	38780
4	5	31670	6	36500	7	40540
5	6	34120	7	38550	8	42300
6	7	36570	8	40600	8	42300
7	8	39020	8	40600	8	42300
8	8	39020	8	40600	8	42300

12 month secretary salary based on 219 working days compared to 190 days for 10 month employees.

ALL SECRETARIES

Salary-to-salary movement can be traced by reading horizontally. For example, secretaries who were on Step 3 in 2002-2003 move to Step 4 in 2003-2004, to Step 5 in 2004-2005 and to Step 6 in 2005-2006.

Secretaries with 15 or more consecutive years of service to the Board of Education shall receive \$300 longevity above the guide.

In addition, principals' secretaries shall receive \$1,100 beyond their annual salaries noted above.

SECRETARIES WORKING MORE THAN SEVEN HOURS PER DAY

Salary guides will be adjusted to take into account payment to secretaries who work beyond seven (7) hours per day.

COORDINATORS

2002-2003 STEP	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY	2005-2006 STEP	2005-2006 SALARY
					1-2	20650
			1	20150	1-2	20650
***	1-3	19422	2-4	20250	3-5	20750
1	1-3	19422	2-4	20250	3-5	20750
2	1-3	19422	2-4	20250	3-5	20750
3	4	19522	5	20350	6	20850
4	5	19622	6	20450	7	20950
5	6	19722	7	21000	8	22285
6	7	20272	8	22100	9	23620
7	8	21372	9	23200	10	26285
8	9	22472	10	25700	11	28950
9	10	24972	11	28200	11	28950
10	11	27472	11	28200	11	28950

Salary-to-salary movement can be traced by reading horizontally. For example, coordinators who were on Step 2 in 2002-2003 move to Step 1-3 in 2003-2004, to Step 2-4 in 2004-2005 and to Step 3-5 in 2005-2006.

Any Coordinator with 15 or more consecutive years of service to the Board of Education shall receive \$300 longevity above the guide.

The Coordinator's work year shall be 188 days.

COORDINATORS WORKING MORE THAN SIX HOURS PER DAY

Salary guides will be adjusted to take into account payment to Coordinators who work beyond six (6) hours per day.

PARAPROFESSIONALS

2002-2003 STEP	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY	2005-2006 STEP	2005-2006 SALARY
					1	10.70
			1	10.31	2	10.80
***	1	9.90	2	10.41	3	10.90
2	2	10.00	3	10.51	4	11.00
3	3	10.25	4	10.80	5	11.40
4	4	10.35	5	11.20	6	12.30
5	5	11.00	6	12.10	7	13.45
6	6	12.00	7	13.20	8	15.40
7	7	13.00	8	15.10	8	15.40
8	8	14.80	8	15.10	8	15.40
9	8	14.80	8	15.10	8	15.40

Salary-to-salary movement can be traced by reading horizontally. For example, paraprofessionals who were on Step 3 in 2002-2003 move to Step 3 in 2003-2004, to Step 4 in 2004-2005 and to Step 5 in 2005-2006.

LONGEVITY - Paraprofessionals with 15 or more consecutive years of service to the Board of Education shall receive \$200 above the guide.

DRIVERS AND SECURITY

2002-2003 STEP	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY	2005-2006 STEP	2005-2006 SALARY
					2	17.78
			2	16.94	3	17.88
***	2	16.06	3	17.04	4	17.98
VS2/B2	3	16.17	4	17.14	5	18.08
B3	4	16.29	5	17.24	6	18.18
VS4/B4	5	16.41	6	17.34	7	18.85
VS5	6	16.53	7	18.03	8	19.52
	7	17.23	8	18.73	9	20.19
B6	8	17.96	9	19.43	10	20.86
	9	18.69	10	20.13	11	21.53
B7	10	19.42	11	20.83	11	21.53
VS8/B8	11	20.15	11	20.83	11	21.53

Salary-to-salary movement can be traced by reading horizontally. For example, employees who were on Van Step 4 (VS4) in 2002-2003 move to Step 4 in 2003-2004, to Step 5 in 2004-2005 and to Step 6 in 2005-2006.

LONGEVITY - 15 or more consecutive years of service \$200 above the guide.

**ARTICLE 29
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year first above-written.

MONROE TOWNSHIP
EDUCATION ASSOCIATION

MONROE TOWNSHIP
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Negotiations Team Chair

By: _____
Secretary

Date:

Date: