

AGREEMENT
BETWEEN
THE MONROE TOWNSHIP BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP EDUCATION ASSOCIATION

Covering the Period

July 1, 2017 through June 30, 2020

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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 ("Association") as their representative for the purpose of collective negotiations. And, the Monroe Township Board of Education ("Board"), pursuant to Chapter 123 Public Laws of 1974, as amended, recognizes the 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), school counselors, school library media specialists, nurses, Special Services (psychologists, social workers and LDTC), special education teachers (self-contained classroom teachers, in-class resource teachers and resource center teachers), speech therapist, occupational therapist and physical therapist, behavior specialists, department coordinators, 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, Director of Security, 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. Unless otherwise indicated, the term "teacher" when used hereafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, including, but not limited

to, speech therapists, occupational therapists and physical therapists, student assistance counselors, staff developers, and athletic trainers.

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 Association 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 Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association 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 Association will submit to the Board a list of those employees who have not become members of the Association 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 Association.
 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 calendar days after receipt of the aforesaid list by the Board;
or
 - (b) 30 calendar 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 calendar 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 Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. The Association 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 calendar days after the Board received said notice.
5. On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 calendar day period. The list will include names, job titles and dates of employment for all such employees.
6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the Association on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
7. The Association shall make a copy of the demand and return system and revisions available to the Board.
8. The Association 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 are included in the unit set forth in Article 1, Recognition, of this Agreement 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 reviewing 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 and including 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. The employee, at his or her option, may designate a representative to be present.

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 or his designee.

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 or his designee, the employee may, within five (5) school days after the decision by the Superintendent or his designee 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. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board within fifteen (15) school days after the receipt of a request by the aggrieved person. A complaint of a nontenured employee which arises by 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 New Jersey Public Employment Relations Commission.

- 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 shall be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- 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 up to and including Level 3 or to designate a representative(s) of the Association or other person of his/her own choosing to appear with him/her up to and including Level 3.

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 Association President shall be released from his/her assignment to perform the duties of Association President on a full-time basis. Work space and salary shall be provided by the Association. Health benefits shall be provided by the Board. The Board shall issue the Association President's pay check and the Association shall reimburse the Board for the Association President's pay on a monthly basis.

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. The total school day for elementary teachers shall be designated by the Board and shall not exceed seven (7) hours, six (6) minutes. The total student day shall not exceed six (6) hours and 29 minutes.
3. Except on inclement weather days, the teacher lunch period shall be a 45-minute duty free lunch period. 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. All special services staff shall be available to be assigned duties no matter where they are housed.
4. 27 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, a lockdown or an extraction 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 either the hourly instructional supplemental rate or the hourly non-instructional supplemental rate. See the agreed upon list, containing the effective date of the list, on file in the Central Office of the Board.
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 non-instructional supplemental rate.
10. Beginning in the 2018-2019 school year, on the third day of fall and spring conferences, there will be a half-session for students and staff.

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 and six (6) minutes. The total student day shall not exceed six (6) hours and 29 minutes.

2. For the purposes of determining the time implications of the weekly teacher load, a period shall consist of a maximum of 56 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 twenty (20) periods per week in any content area; no more than a yearly average of twenty (20) periods per week may be used 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 security drill, fire drill, a lockdown or an extraction 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 a duty free lunch period.
 - (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 fifth teaching class by mutual agreement in an academic area or anyone teaching a sixth 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. Anyone teaching an additional teaching class pursuant to this subparagraph shall also be assigned to a duty period.
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. All special services staff shall be available to be assigned duties no matter where they are housed.
5. The NJASK schedule as per the state calendar shall consist of four (4) half-day sessions.

6. 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 either the hourly instructional supplemental rate or the hourly non-instructional supplemental rate.
7. Night conferences shall last no longer than 2-1/2 hours each evening. Students will have half session on days when night conferences are scheduled. Staff who are required to attend night conferences will be released immediately after student dismissal on both days. If a parent(s)/guardian(s) who has/have been scheduled for a conference has/have not yet been seen by the teacher and is/are at the specific conference area (which shall include inside, outside of or adjacent to a classroom or other area in the school building in which conferences are being conducted) at the end of the 2-1/2 hour night conference period, the teacher will meet with the parent even if such meeting will require the teacher to participate in night conferences beyond the 2-1/2 hour limit described in this paragraph.
8. The payment for class coverage at the middle school shall be prorated using the following equation:

The number of minutes in a period divided by 60 times the hourly instructional rate equals rate of pay.

C. Secondary School - Total School Day

1. Arrival and departure time shall be designated by the Administration. The total school day for teachers shall be designated by the Board and shall not exceed seven (7) hours, six (6) minutes. The total student day shall not exceed six (6) hours and 33 minutes.
2. A block period shall be less than 88 minutes.
3. In the A/B scheduling approach, a full-time teacher shall have three (3) blocks of instructional time one day and two (2) blocks of instructional time the other day.
4. In the A/B scheduling approach, a full-time teacher shall have one (1) block of preparation time one day and one-half (1/2) block of preparation time the other day. If a teacher loses his/her contractually-guaranteed individual prep period, he/she shall be paid the hourly instructional supplemental rate for the loss of a one-half (1/2) block preparation period and he/she shall be paid double the hourly instructional supplemental rate for the loss of a one (1) block preparation period. The loss of preparation period due to a field trip or an emergency such as a security drill, a fire drill, a lockdown or an extraction drill is not a violation of this guarantee and does not create a requirement for payment. If a teacher is not provided preparation time consistent with the foregoing, the payment for said lost time shall be calculated by determining the per minute value of the hourly instructional supplemental rate for that

year and multiplying the result times the number of preparation period minutes lost.

5. In the A/B scheduling approach, a full-time teacher shall have a thirty (30) minute duty free lunch period per full school day.
 6. In the A/B scheduling approach, a full-time teacher shall have one (1) block of duty/non-instructional professional services time one day and one-half (1/2) block of duty/non-instructional professional services time the other day. "Non-instructional professional services" consists of such activities as team or building planning, meetings with supervisors, other staff members or parents, and other teacher work which does not involve the direct instruction of students. The intent of the Board is not to use this block of time solely for professional development. All special services staff shall be available to be assigned duties no matter where they are housed.
 7. If a teacher, by mutual agreement, is scheduled to teach a sixth teaching block in a two day period, he/she shall be paid an additional one/sixth of their annual salary. Anyone teaching an additional teaching block pursuant to this subparagraph shall also be assigned to a duty period.
 8. Teachers working less than full time will be paid in the following manner: divide the time they are required to be in the building by the length of the teacher day and multiply that ratio by their placement on the guide.
 9. Night conferences shall last no longer than 2 1/2 hours each evening. The next school day after night conferences, school shall be half-session for both students and staff. If a parent(s)/guardian(s) who has/have been scheduled for a conference has/have not yet been seen by the teacher and is/are at the specific conference area (which shall include inside, outside of or adjacent to a classroom or other area in the school building in which conferences are being conducted) at the end of the 2-1/2 hour night conference period, the teacher will meet with the parent even if such meeting will require the teacher to participate in night conferences beyond the 2-1/2 hour limit described in this paragraph.
 10. 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.
 11. On a scheduled half day for students, periods shall be prorated.
- 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) school days prior to the meeting, except in extreme circumstances. 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. 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 non-instructional supplemental rate.
- K. 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.
- L. Employees who participate in overnight education programs with the approval of their building administrator shall be compensated at the rate of \$119 per night.
- M. 1. For special services personnel who do not work the extended schedule under the provisions of 2. and 3. below, the workday for special services personnel shall be seven (7) hours, six (6) minutes.
2. An extended schedule for Child Study Team members (psychologists, social workers and LDTCs), Staff Developers, and Related Services (Speech, Occupational, & Physical Therapists) staff consists of either: 1) an additional twenty (20) work days between the last teacher work day in June and August 24th, or 2) an additional ten (10) work days between the last teacher work day in June and August 24th. The additional work days will be mutually agreed upon by the employee and the administration.

An extended schedule also consists of an eight (8) hour work day from the first regular teacher day through the last regular teacher work day, and a seven (7) hour work day from the day after the regular teacher work year ends and when the next one begins. The primary purpose of the additional time in the work day is not to provide regularly-scheduled therapy to students. The additional time in the work day will be mutually agreed upon by the employee and the administration but must be contiguous with existing school hours.

3. Only Child Study Team members (psychologists, social workers and LDTCs), related services staff (speech therapists, Occupational Therapist and Physical Therapist) and the staff developer may choose to work the extended schedule (20 or 10 days as set forth in 2. above; and the lengthened work day). Staff members shall inform the Superintendent or designee in writing if they anticipate a change in their schedule for the subsequent year by December 15th.
4. One (1) additional sick day shall be granted to those who work the additional 20 days.
5. Payment for working the extended schedule which includes 20 additional days shall be 120% of appropriate place on the teacher salary guide. Payment for working the extended schedule which includes 10 additional days shall be 115% of appropriate place on the teacher salary guide.
6. Child Study Team members (psychologists, social workers and LDTCs), Staff Developers, and Related Services (Speech, Occupational, & Physical Therapists) staff shall have the option to choose from the following schedules:
 - a. NO extended schedule / 100% contract;
 - b. An extended schedule consisting of an additional ten (10) workdays as set forth in Article 6.M.2.; or
 - c. An extended schedule consisting of an additional twenty (20) work days as set forth in Article 6.M.2.
7. Related services staff who work an extended schedule consisting of ten (10) days and who apply for and are hired to work the summer FULL DAY (greater than 4.5 hrs) Extended School Year (ESY) will work their extended schedule work days within the ESY program plus any necessary additional hours per day to equal ten (10) seven (7)-hour days at regular contractual pay.

If the Extended School Year becomes part time (maximum 4.5 hours), the above related services staff will have the option to work their extended schedule time as follows:

- a. During the ESY program regular hours until hours are satisfied as per the extended schedule agreement; or
 - b. During the ESY program regular hours plus additional hours per day to equal ten (10), seven (7)-hour days.
8. Related Services staff who work an extended schedule consisting of twenty (20) days will have the option to:
- a. Work ten (10) of their extended schedule days within the summer Extended School Year (ESY) program (using the same formula for a 'work day' as in Article 6.M.8. above) and the other ten (10) work days between the last teacher work day in June and August 24th. The additional work days outside of the ESY program will be mutually agreed upon by the employee and the administration; or
 - b. Work the entire twenty (20) days (140 hours) within the ESY program.
9. Teachers who perform the duties of a paraprofessional during the ESY program shall be paid at the hourly rate for the first step of the paraprofessional salary guide and shall receive the \$2.00 per hour special education differential in pay as well as the \$2.50 per hour toileting differential, if applicable.
- 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 non-instructional supplemental rate.
- O. When there is a scheduled half day for students, preparation period guarantees set forth in this Article shall be prorated.
- P. On emergency late opening and early dismissal days, there is no violation of this Article if a teacher does not receive a preparation and/or planning period.
- Q. During final exams, the conclusion of the teacher work day shall be the teacher dismissal time that occurs on any regular, full work day.
- R. Teachers who work the Summer Enrichment Program shall be paid at the hourly instructional supplemental rate.

Hourly Instructional Supplemental Rate

Hourly instructional supplemental rate shall be defined as pay for any activity that requires planning, preparation, and/or delivery of instruction that produces an outcome for learning to occur. This also includes class coverage. This shall include but not be limited to planned workshops for parents, presentations, Freshman

Orientation, Graduation, CMAC, testing center, Writing Lab, History Forum, PE make-ups, Home Instruction, Saturday Credit recovery program, Summer Enrichment, summer middle school orientation, 6th grade orientation.

Hourly Non-Instructional Supplemental Rate

Hourly non-instructional supplemental rate shall be defined as pay for any activity that is based on performing chaperoning responsibilities. This shall include Senior Awards, dances, proms, talent shows, Mr. Monroe, after-school café coverage, after-school detention, non-overnight field trips, morning duty, or any other duty before or after the confines of the contract day.

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. All employees shall have their 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. Beginning in the 2019-2020 school year, employees shall receive their first September pay check on September 15th and bimonthly thereafter throughout the school year. When a pay day falls on or during a school holiday, vacation or weekend, employees 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, the "Advisory Positions" guide and the "Other Positions" guide shall receive said payment in the form of a separate check on the appropriate date.
4. Instructional supplemental work will be paid at the rate of \$53.87 per hour for 2017-2018, 2018-2019 and 2019-2020. This is called the hourly instructional supplemental rate. Non-instructional supplemental work will be paid at the rate of \$44.85 per hour for 2017-2018, 2018-2019 and 2019-2020. This is called the hourly non-instructional 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 Extended School Year instructors shall be compensated at the hourly instructional supplemental rate. For every hour of pupil contact an employee shall receive an additional ten (10) minutes pay for planning and preparation.
 6. Activities beyond the work day that require a voucher will be paid at the hourly instructional supplemental rate or the hourly non-instructional supplemental rate depending on the nature of the activities performed. See the agreed upon list, containing the effective date of the list, on file in the Central Office of the Board of Education.
 7. Certified staff who attend meetings which have been administratively scheduled shall be paid at the hourly non-instructional supplemental rate, except for meetings under Article 6, F., Article 6, L., and other meetings for which the teacher is already compensated.
 8. Basic Skills and TAG teachers shall be paid at the rate of \$77.56 per hour. Basic Skills and TAG teachers at Monroe Township Middle School shall be paid at the rate of 1.5 times \$77.56. This shall represent the total compensation. Lead Basic Skills Teachers and Lead TAG teachers (one of each at each After School Program) shall receive an additional one-sixth (1/6) of the hourly instructional supplemental rate.
 9. Department coordinators shall receive an annual adjustment to their base salary of \$7,582 for 2017-2018, 2018-2019 and 2019-2020. Department coordinators shall have a maximum teaching load of 15 periods per week. In the block scheduling mode, this is a maximum of three (3) instructional blocks every two days. They shall not be assigned duty. They shall be assigned up to 40 hours of summer work at the hourly instructional supplemental rate.
- 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. Teachers shall be provided with adequate travel time for inter-school travel, which will be based on the relevant school schedules and the distance between the schools, as determined by the Superintendent of Schools. 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 as authorized by the annual State Appropriations Act 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. CST members and speech pathologists, occupational therapists, physical therapists, School Counselors and Nurses who do not work the extended work and/or the extended work day schedule under the provisions of Article 6, M. and 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.
1. The per diem rate of pay is calculated as 1/200 of the annual contracted salary in regard to Article 12.D. or calculated based upon the hourly instructional supplemental rate, whichever is greater.
 2. The following defines a working day as related to the per diem rate of pay:
 - a. A full day is defined as seven (7) hours, six (6) minutes.
 - b. A one-half hour paid lunch is included if the employee works four (4) hours or more per day.
 - c. The per diem rate will be pro-rated as related to the percent of a full day worked.

- d. Mileage will be reimbursed upon approval of the Director of Pupil Personnel Services.
- E. School 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 instructional 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 or designee. 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 and emailed to the staff via district email. 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. Teachers shall be evaluated consistent with applicable state statute and regulation (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10).

B. **PRE-CONFERENCES**

- 1. An evaluation pre-conference shall be conducted between the in-District certified supervisor conducting the observation and the employee being evaluated.
 - a. For classroom teachers, this pre-conference shall include, but is not limited to, the following issues: The first pre-conference shall be done face-to-face. The second pre-conference shall be done face-to-face or electronically. The teacher shall choose whether the pre-conference should be face-to-face or electronically.
 - b. Domains/Elements to be observed shall be negotiated yearly.
 - 1) Lesson plan drives the element selection.
 - 2) All electronic forms and/or District created forms pertaining to teacher evaluation will be negotiated.
- 2. A pre-conference, when required, shall occur within seven workdays prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs.
- 3. The Association and the District shall mutually establish the topics/issues to be discussed at the pre-conference.

C. **OBSERVATIONS**

- 1. Each required observation will result in a performance rating which shall be shared with the employee within 10 days and which shall be discussed at the post-observation conference. Teachers have 10 workdays to submit a rebuttal.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited without the mutual consent of both parties.
3. Each required observation shall be scheduled at least one month after the prior evaluation is completed, including the post-observation conference and submission of any responses, and the subsequent observation or evaluation.
4. The unannounced observation will be conducted during the second or third round of observations beginning on or about December 1st of each school year. The administrator/supervisor will inform the teacher of a two-week timeframe within which the unannounced observation shall occur.

D. EVALUATION REPORTS

1. An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) at least three days prior to post-conference meeting unless mutually agreed upon by both parties. No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.
2. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 - a. Such reports shall be addressed to the employee and marked private and confidential.
 - b. Such reports shall be written in narrative form and shall cite evidence to include:
 - 1) Strengths of the employee as evidenced during the period since the previous report, citing specific domains and elements.
 - 2) Specific narrative evidence will be cited if teacher and or student evidence is not observed for agreed upon deliberate practice elements that results in a rating of developing, not using, partially proficient or not proficient.
 - 3) Specific narrative evidence will be cited from observed lesson to provide explanation of any rating of developing, not using, partially proficient or not proficient.
 - 4) Specific narrative evidence in the form of feedback must be provided to employees as to the measures an employee might take to improve his/her performance in areas wherein

weaknesses have been identified, citing specific domains and elements.

- c. No employee shall be given a blank or incomplete iObservation/evaluation form. An employee's signature or electronic signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.
 - d. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations within 10 working days. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.
3. All evaluation reports, documents, records, and other evaluative materials – whether in a non-electronic or electronic form – are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c. 26, and other statutes establishing confidentiality of public employee records. The individual records may not be made available or released to the public. The school district shall be fully responsible for the security of employee evaluation records and data. Access shall only be permitted to the certified supervisor(s) conducting the evaluation, the individual employee, and the Association representative for fair representation purposes.
 4. Non-tenured Summative/SGO Data will be completed and submitted to administration by April 30th of the school year and May 31st for tenured teachers.

E. POST-OBSERVATION CONFERENCES

1. Every post-observation conference must occur face-to-face between the certified supervisor conducting the evaluation and the employee who was evaluated.
2. The post-observation conference shall include data from the observation and all the evidence that shall be included in the evaluation report, as well as the draft evaluation report.
3. Provision must be made to attach employee responses/objections to the evaluation either physically and/or electronically, depending on how the evaluation report is stored.

F. INFORMAL OBSERVATIONS/WALKTHROUGHS

1. Any observation – whether formal or informal – shall be conducted openly and with the knowledge of the employee being observed.

2. All employees shall have copies of any forms or checklists being used as part of informal observations prior to any informal observations being conducted. Information on these approaches – including criteria – shall be included in training on the teacher practice evaluation rubric being used.
3. Informal observations and Walkthroughs shall only be used to assess building-wide implementation of new practices or policies. They may not be used for evaluative assessment of individual employees unless mutually agreed upon by both parties. Employees shall be informed in advance of the purpose and criteria of walkthroughs and be provided with copies of any forms or checklists being used prior to walkthroughs being conducted. Information on this approach and its criteria shall be included in staff training.

G. CO-OBSERVATIONS

Co-Observations will not be rated and will not count toward any teacher's summative evaluation rating. They will be announced and teachers do not have to fill out any forms on the iObservation tool. The co-observations are for calibration, inter-rater reliability and training purposes only.

H. PRIOR PROVISION OF MATERIALS

Employees shall be provided annually with all new, updated and current materials being used in evaluation prior to September 10th of each year and prior to any observation/evaluation being conducted, whether formal or informal. This includes any criteria, forms (electronic or non-electronic), or other documents. Professional Development will be provided on all new and updated materials being used in evaluation prior to September 10th of each year and prior to any observation/evaluation being conducted, whether formal or informal. This includes any criteria, forms (electronic or non-electronic), or other documents.

I. OBSERVERS/EVALUATORS

1. The Association will be provided a copy of the list of observers/evaluators who have been certified by the chief school administrator as being competent in applying the educator practice instruments and any other evaluation rubrics and the criteria used to assess competence. The list shall be provided annually prior to any administrator conducting an observation or evaluation by September 10th of each year.
2. No teacher member of the School Improvement Panel (SCIP), no other teaching staff member unless hired as a certificated supervisor or administrator in the District, or any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member. Use of any such information will render the evaluation null and void.

J. CRITICISM

1. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

K. USE OF VIDEO AND/OR AUDIO RECORDING DEVICES IN EVALUATION

1. During a classroom or workplace observation/evaluation, whether formal or informal, no tape recorders, videotape equipment, computers, telephones, or any other device with video or audio recording capability shall be used to record the staff member unless mutually agreed upon.
2. Evaluation of a staff member shall not be accomplished through electronic monitoring or taping.
3. An employee must consent to be videoed and/or audio recorded for training purposes. The recording shall be conducted openly and with full knowledge and consent of the employee.
 - a. Prior to any training video and/or audio recording, both the employee and certified District supervisor conducting the training must sign a consent form that includes:
 - 1) the time and date of the recording;
 - 2) a statement of the employee's ownership of the video/audio recording;
 - 3) provisions that the video/audio recording shall be used for that training then destroyed; and that
 - 4) the video/audio recording shall not be shared or distributed within or outside the District without the written consent of the employee.

MTEA to develop consent form.
 - b. No employee shall be coerced, harassed, or forced to sign a video/audio training consent form or reprimanded or otherwise disciplined for declining to engage in training that includes video and/or audio recording.
4. The video or audio recording and access to equipment to review it must be provided to the videotaped employee and, if questions about performance arise, to the employee's Association representative.

5. The video and/or audio recording cannot be edited or copied and is the sole property of the employee.
6. The use of the recording shall be for the sole purpose of a specific training. Following the observation or training, the training video shall be returned to the employee for disposal.
7. The District must ensure that the video and/or audio recording is stored and secured in a location that is not accessible to any other District employees – including non-confidential clerical/office staff, other District supervisors, Board members, or other individuals to prevent improper dissemination or viewing by unauthorized individuals prior to the required return to the employee for disposal.

L. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified District supervisor.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.
3. The individual Professional Development Plan shall require no more than the minimum required 20 hours of professional development a year.
4. The PDP shall include no more than three goals; up to two professional practice goals and one school goal and/or District goal.
5. Any professional development required of any school staff member – whether through a PDP or Corrective Action Plan – shall be provided during the regularly scheduled work year and work day at the District's expense.
6. Any professional development activity or experience required by the District or District administration shall be fully funded by the District, including payment of associated fees or expenses within deadline requirements.
7. Professional Development Plans shall be developed during the regular school day.
8. The PDP form shall be bargained between the majority representative and the school district.

M. CORRECTIVE ACTION PLAN

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to an "ineffective" or "partially effective" annual summative rating and the individual's certified supervisor.
2. Any professional development required of any school staff member through a Corrective Action Plan shall be job-embedded and provided during the regularly scheduled work year and work day. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the school staff member and the certified supervisor. In all instances, the District shall be responsible for payment of all fees, expenses, required resources, and additional compensation based on the individual's hourly rate if outside the work day.
3. The Corrective Action Plan must define both the individual's responsibilities and the District's and supervisors'/administrators' responsibilities in helping the employee address any identified deficiencies.
4. The plan shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include the individual's opportunities to view modeling of "effective" representations of meeting the components by the certified supervisor and those rated "effective" or "highly effective" in such components/elements and be provided opportunities to practice and demonstrate the elements with actionable feedback given.
5. The Corrective Action Plan shall be established for a period of not less than one year in order to provide the individual with sufficient time and multiple resources to address the identified deficiency or deficiencies, as well as the District to provide the necessary time, resources, and support.
6. The employee who is required to have a Corrective Action Plan shall have the right to have an Association representative present during any conference where a Corrective Action Plan is created.
7. Any observations for an individual who has a Corrective Action Plan shall be conducted for at least a full class period, shall be announced, and shall require pre- and post-conferences.
8. Every individual on a Corrective Action Plan shall be provided regular and continuous support toward and actionable feedback about their progress in addressing any deficiencies.
9. Observations of individuals with Corrective Action Plans shall be conducted by multiple observers who shall be certified District supervisors.

10. No School Improvement Panel teacher member will be involved in creating an individual employee's Corrective Action Plan.

N. TRAINING

1. Training on the teacher evaluation model shall be grade and/or subject specific and clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model.
2. The PD/training also shall include the specific information regarding the rating system, scales, forms and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole.
3. Evaluation training shall be offered by the District as part of the professional development program during the school day and school year and be fully funded by the school district. Training shall not rely solely on video or other electronic means, but shall include in-person training in collaborative settings.
4. When District certified supervisors who conduct evaluations and observations in the evaluation models, tools, and rubrics/scales used to evaluate school staff are trained, Association representatives will be provided an opportunity to attend that training. If the training is conducted during the school day or year, Association representatives will be provided release time to attend the training with no loss of compensation.

O. NOTIFICATION OF STUDENT ROSTER FOR STUDENT GROWTH PERCENTILE (SGP) PURPOSES

1. The District must consult with each teacher prior to the development of the list of students assigned for Student Growth Percentile calculation purposes. Teachers will be given the opportunity to discuss the students that they teach and the amount of time they spend with students teaching the content area.
2. The District must provide the final list of students assigned to each teacher for the teacher's review prior to the list being submitted to the N.J. Department of Education.

P. SCHOOL IMPROVEMENT PANEL

No teacher staff developers or other unit members who serve on the School Improvement Panel shall evaluate, participate in, or feed into the evaluation or any component of the evaluation of any other teacher or unit member, including formulating the Corrective Action Plan.

Q. COMPENSATION (Pay, stipend, release time, or added personal/compensatory days) for:

- The Association and the Board shall negotiate appropriate compensation for teachers who are asked to serve as Members of School Improvement Panels (SCIPs) and the District Evaluation Advisory Committee (DEAC) for work completed outside of the school day.
- Members of the SCIPs and the DEAC shall be provided release time to meet during the school day.
- DEAC Guiding Committee – consisting of MTEA President and MTEA Vice President, a teacher representative (selected by the MTEA President), the Superintendent, Assistant Superintendent and a principal representative (selected by the Superintendent) will meet at least once a month and will report out to DEAC as necessary.
- The Association and the Board shall negotiate appropriate compensation for teachers who are asked to turnkey a workshop to staff members.
- Members of DEAC, SCIPs, DEAC Guiding Committee, District PD Committee and School PD Committees – shall be selected in collaboration with the MTEA President/Vice President and District Administration.

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 teacher will be required to submit physician documentation. The Board may, at its expense, require an examination by a physician of its choice.
3. In case of illness to husband, wife, registered domestic partner, 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 calculated as set forth above with a maximum cap of \$6,000.

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, aunt, uncle, parent-in-law, registered domestic partner, civil union partner, or in the event of the death of a parent of an employee's civil union 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 grandparent or in the event of the death of a sister, brother, son, or daughter of an employee's spouse or civil union partner, 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 calendar days before the leave is to become effective, if possible. Prior to the employee's return to active duty, a written statement from a physician is required verifying that the employee is able to resume her duties.
- (c) Extent of Leave - Initial leave shall be granted for a period of up to one (1) year immediately following the birth or adoption of a child, and at the Board's option may be extended to the beginning of the next school year following its anticipated expiration date. An additional school year of leave may be granted upon written request of the employee received not 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 this 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. Notwithstanding the foregoing, the Board shall not be obligated to extend a non-tenured employee's employment beyond the contract year for which the employee is employed.

- 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 \$2,800 in 2017-2018, 2018-2019 and 2019-2020, for tuition and registration fees. The teacher will submit evidence of successful completion and proper vouchers to the Office of the Superintendent.

Approval will only be given for graduate credits attained from colleges or universities that have been accredited by an accrediting agency approved by the United States Department of Education for the area being studied.

Tuition Reimbursement:

Beginning in the 2018-2019 school year, teachers shall not be reimbursed for courses/programs taken unless they agree, in writing, that they are required to reimburse the Board 100% of the tuition reimbursement they are to receive in the event they fail to remain employed by the Board for two (2) years following the completion of the courses/programs for which they are receiving reimbursement.

- 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, staff developers, department coordinators, or any other non-administrator, to participate, formally, informally or in any way, in the evaluation of any 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 four (4) 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 is to be given latitude in that criteria (experience) when considering potential mentors.
 - (c) Mentor Teacher candidates shall have at least four (4) years' experience in the grade or subject level (e.g., elementary, middle school, high school) and at least four (4) 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 full-time classroom teaching assignment.

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 require attendance of bargaining unit members at in-service/staff development activities, the Board 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. The District will make the Horizon PPO, Direct Access and Advantage EPO 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, registered domestic partnership, or civil union 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, and for all existing unit members who become eligible for health insurance benefits based upon an increase in their work hours as modified by A. 3. below, for the first three years of their insurance eligibility. 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. However, such employees will be allowed to receive spouse, family, registered domestic partner, or civil union coverage by contributing for that portion of the premium coverage.
3. All employees shall be eligible for individual or family health coverage subject to payment of premiums by the Board. Employees are responsible for premium contributions as set forth in Paragraph H. below.

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. Employees shall be eligible to receive vision benefits as set forth in the VSP Choice Plan in effect on August 19, 2011. Employees are responsible for premium contributions as set forth in Paragraph H. below.
 6. 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 is \$2000, and orthodontic benefits up to \$1000 per person (this is a lifetime benefit).
- B. The prescription co-pay for 2017-2018, 2018-2019 and 2019-2020 will be \$15.00 for generic and \$25.00 for brand name prescriptions (one (1) month supply); Mail Order: \$0 for generic and \$10.00 for brand name prescriptions (three (3) months supply).
- C.
1. Single employee medical deductible shall be \$150 per year.
 2. Full family, registered domestic partner, or civil union medical deductible shall be \$300 per year.
 3. Co-Insurance: Remains at 80% of \$2500.
- D. Employee Dental
- Single deductible \$50, Family, registered domestic partner, or civil union deductible \$100. The employee dental plan shall be 80/20.
- E. The Board shall establish a Section 125 Plan and bear the cost of the administration of the Section 125 Plan.
- F. Effective July 1, 2011, the Board shall offer an annual payment for "opt-out" for all medical benefits as follows: \$4,000.00 for family coverage opt-out and \$2,500.00 for single coverage opt-out. This opt-out payment shall be made to employees who have opted-out of coverage effective July 1, 2011 and for any employees who opt-out subsequent to November 16, 2011. For the purposes of this Agreement "opt-out" means the employee waives all health insurance coverage provided by the Board.
- G. The Board shall offer an annual payment for "opt-down" for employees who select either the Direct Access plan or the Advantage EPO plan as their insurance plan rather than the Horizon PPO plan, as follows:

Direct Access Plan: \$1,100.00 for family coverage opt-down and \$550.00 for single coverage opt-down.

Advantage EPO Plan: \$2,200.00 for family coverage opt-down and \$1,100.00 for single coverage opt-down.

This annual opt-down payment shall be made to employees on a prorated basis for the months the employee has opted down from the Horizon PPO plan to a less expensive plan option offered by the Board.

H. Employees shall contribute toward payment of premiums as follows:

1. All employees whose annual pensionable compensation is equal to or less than \$49,999.99 shall continue to contribute an amount toward payment of premiums at the rates set forth in tier four of P.L. 2011, Chapter 78.
2. All employees whose annual pensionable compensation is equal to or greater than \$50,000 but less than the top step of the Teacher Guide for each year of this Agreement shall contribute an amount toward payment of premiums at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 10%. For example, if an employee is currently paying at a rate of 17% of the cost of premium for family insurance benefits, a 10% reduction would result in a new rate of 15.3% for that employee. The annual pensionable compensation discussed in this paragraph does not include additional compensation, which is earned for teaching additional classes/sections during the school year.
3. All employees whose annual pensionable compensation is equal to or greater than the top step of the Teacher Guide for each year of this Agreement shall contribute an amount toward payment of premiums at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. For example, if an employee is currently paying at a rate of 28% of the cost of premium for family insurance benefits, a 20% reduction would result in a new rate of 22.4% for that employee. The annual pensionable compensation discussed in this paragraph does not include additional compensation, which is earned for teaching additional classes/sections during the school year. In order to qualify for the aforementioned 20% reduction in health insurance contributions, the employee must be on the top step of the Teacher Guide.
4. Beginning in the 2018-2019 school year, teachers' additional compensation, which is earned for teaching additional classes/sections during the school year will not be subject to additional Chapter 78 contributions as a result of the additional compensation and said additional compensation will be pensionable.

5. Employees shall not contribute any additional amount toward the payment of premiums as a result of an increase in annual pensionable compensation during the 2017-2018 school year.

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
All other secretaries - 7 hours, 15 minutes daily
Media Coordinators, High School - 6 hours daily
Media Coordinators, Elementary and Middle Schools - 6 hours, 15 minutes daily
Paraprofessionals - Hours according to terms of appointment
Security: 8 hours daily

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, 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) school 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. 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 \$700.
- F.
1. Overtime for all other non-certificated personnel shall be voluntary and will be rotated within the job title within the building. Hours worked in excess of a 40 hour work week shall be paid time and one-half. 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.
 2. When it is not possible to work 40 hours in a week due to a shortened work week, security personnel shall be paid one and ½ times their rate of pay for all hours worked beyond their normal eight (8) hour day.
 3. Overtime for security will be assigned using a seniority rotation list. A separate seniority rotation list will be used for Saturday detention. Security will be notified of all overtime assignments within twenty-four (24) hours, giving them the opportunity to have their name included for the overtime assignment. If any security personnel choose not to assume an overtime assignment, he/she forfeits his/her turn until the rotation is complete.

Extra-curricular activities shall be assigned as the same rotation above. All lists shall be subject to the rule of forfeit.
 4. If no security staff member accepts the overtime assignment within the building, using the seniority rotation list, the director of security may offer the overtime to security staff outside the building using the district security seniority rotation list.
- G. Security personnel shall be provided with five (5) shirts annually. Security personnel shall be provided with one (1) properly labeled winter jacket during the term of the contract.
- H. Work hours for night shift security personnel shall be eight (8) hours per day, inclusive of a one half (1/2) hour lunch break. Night shift security personnel shall begin their assignments no earlier than 2:00 p.m. and no later than 4:00 p.m.

- I. Night shift hours may be modified for early school closings, when teachers and students vacate the buildings, in the sole discretion of the Board.
- J. 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.
- K. Security personnel shall not rotate shifts during the school year.
- L. Security personnel shall receive training in techniques and skills that are necessary for job responsibilities. If said training takes place beyond the workday/work year, they will be compensated at their hourly rate of pay for each hour worked.
- M. When the Administration determines that crowd control needs at student activities at grades 6 through 12 require the assignment of a unit member or unit members, at least one (1) of the assigned employees shall be a security person.
- N. If any non-certificated employee has earned an educational related degree, said employee shall earn \$1.00 more per hour.
- O. The work year for security personnel is identical to the teachers' work year. When teachers are required to report to work, security personnel are also required to report to work.

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, aunt, uncle, parent-in-law, registered domestic partner, civil union partner, or in the event of the death of a parent of an employee's civil union 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 grandparent or in the event of the death of a sister, brother, son, or daughter of an employee's spouse or civil union partner, 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 called for jury duty, including night shift security personnel. Night shift security personnel who are called for jury duty shall not be required to report to their night shift assignment on that day.
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 employee will be required to submit physician documentation and the Board may, at its expense, require an examination by a physician of its choice.
3. In case of illness to husband, wife, registered domestic partner, 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. Employees who have been employed fifteen (15) years or longer in the same position shall be granted twenty (20) 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. Media coordinators will work 187 days. The Media Coordinators' work year includes 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. 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.

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) school 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. In the event that the Board chooses to privatize jobs and is actively seeking bids, the Board shall notify the Association of its deliberations and shall give the Association an opportunity to make a presentation to the appropriate Board standing committee concerning alternatives to privatizing.
- B. Longevity pay after fifteen (15) or more consecutive years of noncertificated employee service to the Board 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 D. below.)

D. Seniority Lists

1. The Board shall maintain a seniority list for non-certificated employees based on the date of hire. 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, 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 media 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 teacher, he/she shall receive his/her per diem pay plus \$2.00 per hour or the substitute daily rate of pay, whichever is greater.
 - J. When a paraprofessional replaces a security guard, she/he shall be paid at 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.
 - K. When a paraprofessional's job description is to assume responsibilities similar to a security personnel, she/he shall receive a \$2.00 per hour differential in pay.
 - L. When a paraprofessional is assigned to a student where toileting is required, she/he shall receive a \$2.50 per hour differential in pay.
 - M. Non-certificated employees who participate in approved training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
 1. All non-certificated employees' training program hours must be approved in writing in advance of the training by the Superintendent or Assistant Superintendent. Credit will be given to those employees who submit a certificate verifying the training title and hours received for the training.
 2. In-service programs must be related to the occupation of the non-certificated employee.
 3. One (1) credit shall be awarded for the completion of 15 hours of Board-approved in-service training.

4. Non-certificated employees shall receive an annual stipend pursuant to the following:

Between 1 and 3 credits	\$100
At least 4 but fewer than 7 credits	\$150
At least 7 but fewer than 11 credits	\$200
At least 11 but fewer than 14 credits	\$300
14 or more credits	\$400

5. Mandatory training programs shall not count toward the in-service stipend referenced above. Mandatory training includes, but is not limited to, the following: (a) Harassment, Intimidation and Bullying Training; (b) Bloodborne Pathogens Training; and (c) School Safety Training.

- N. District paraprofessionals who work the ESY program shall be paid at their hourly rate or the hourly rate for the first step of the salary guide, whichever is higher, and shall receive the \$2.00 per hour special education differential in pay as well as the \$2.50 per hour toileting differential.

ARTICLE 24 **DRIVERS**

- A. Late Runs, Middays, and Back-up runs will be selected and then assigned by seniority rotation at the initial startup meeting.

1. Late Runs:

- a. A driver does not have the right to give up a late run in order to take a new late run.
- b. Only one (1) late run per time slot may be assigned.
- c. The 4:00 p.m. run includes the earliest late run, which may be before 4:00 p.m.
- d. All late runs and back-ups for late runs will be assigned by separate lists to drivers on an individual basis being called in by continuous seniority rotation throughout the entire school year.

2. Middays:

- a. Midday runs can only be given up to take newly posted contracted midday runs.
- b. Midday runs are defined as any run between the hours of 9:30 am and 1:30 pm.

- c. All midday runs will be made available to all drivers every year at the initial startup meeting and picked by continuous seniority rotation throughout the entire school year.
 - d. A driver who chooses to change runs will be able to bid on an available run.
 - e. Midday back up runs are on a continuous seniority rotation throughout the entire school year.
- B. The Transportation Coordinator will be available to 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. Additionally, the Board shall reimburse bus drivers up to a maximum of \$40.00 annually towards the cost for the DOT physical examination performed by a medical examiner whose name appears on the National Registry of Certified Medical Examiners, upon presentation of documentation acceptable to the Board.
- 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. If a midday run is two days or less, the driver's name can still be placed on the backup list.
- H. 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.
- I. 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.
- J. Six (6) hours shall be paid to drivers required to drive when their schools are open and Monroe Schools are not in session.
- K. Trip hours shall include hours out on the run and 1/2 hour each for vehicle warm up and clean up.
- L. Drivers who are required to appear in court to support Board matters, vehicles passing bus lights, etc., shall submit an approved timesheet affidavit with the driver attesting to the time spent in court. Hours paid include time needed at police building to file complaint.
- M. One and a half hours extra shall be paid for half day runs for High School, Middle School, and Immaculate schools, or a combination of schools. No extra shall be paid when all schools are on half schedule.
- N. 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.
- O. Kindergarten/Preschool Disabled/ Project Help and assignments of a similar nature runs to and from school shall receive an additional one-half (1/2) hour when elementary schools are on half-schedule.
- P. Talented and Gifted/Basic Skills runs shall be equivalent to a Kindergarten/Pre-school Disabled run and will pay two (2) hours.
- Q. Thirty (30) minute minimum shall be paid for drivers' meetings held to conduct Board 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.

- R. Drivers who must take a bus to the Inspection Station or repair facility will be assigned using a continuous seniority rotation list following the guidelines under "Trip Assignment" and will be paid for actual time worked. Drivers of midday runs will be excluded from assignment under this paragraph.
- S. 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.
- T. 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.
- U. 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.
- V. When summer work becomes available, said runs shall be posted and then assigned in seniority order. Drivers must be committed to A.M. and P.M. run for the duration of the summer program.
- W. Trip Assignment
 - 1. Athletic and Field trips will be assigned using a seniority rotation list, which continues without interruption from year to year. A separate seniority 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, the driver will be assigned the next available unassigned trip. Any trip driver who shows up at a garage or school to cover a trip and the trip is cancelled or the bus is not needed will be paid two (2) hours show up time and will be assigned the next unassigned trip.
 - 4. If a driver relinquishes a trip, the trip will be assigned to the next driver on the rotation list.
- X. 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.

- Y. Contracted hours will include no less than 15 minutes to perform pre-trip vehicle inspection responsibilities and paperwork. No less than 15 minutes shall be available at the end of the driver's day to perform housekeeping and paperwork responsibilities.
- Z. Drivers shall receive a handbook in September when runs are assigned. New drivers shall receive a handbook on the date of hire.
- AA. The Board shall maintain all radios and video cameras to ensure they are in good working order.
- BB. A computer shall be available for use by drivers.
- CC. The Board shall supply masks and protective gloves for drivers to use when refueling buses.
- DD. Drivers shall attend two (2) days of in-service training to receive State mandated training and shall be paid at their hourly rate of pay.

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 is 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, gender identity or expression, marital status or civil union status, and all Federal regulations.

C. Copies of this Agreement shall be reproduced in booklet form. The maximum quantity of 1,500 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 27.E., Annuity Plan: The Association 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. Eight 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, T. Rowe Price, Oppenheimer Fund, and First Investors. 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. Athletic Trainer

1. Beginning in the 2018-2019 school year:

The Athletic Trainer with teaching duties shall not be required to work on more than six (6) days in a week. The Athletic Trainer shall not be required to work on both a Saturday and a Sunday. A "week" is defined as Monday through Sunday.

The work year of the Athletic Trainer with teaching duties shall commence on the first day student practice is allowed for any sport according to NJSIAA rules and dates and will conclude on the last teacher work day of the year.

The work day of the Athletic Trainer with teaching duties shall commence at the beginning of Block 3 in the High School and shall conclude when his/her responsibilities for the day are finished.

2. Beginning in the 2018-2019 school year, the Athletic Trainer without teaching duties shall be placed at the appropriate step of the Teaching Guide and shall be entitled to receive 1 seasonal stipend per school year in accordance with Article 28 of the CNA. The work year and work hours of the Athletic Trainer without teaching duties shall be commensurate with the work year and work hours of the Athletic Trainer with teaching duties, but shall be flexible dependent upon the daily sports schedule.

H. 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
286 Applegarth Road
Monroe Township, N.J. 08831

**ARTICLE 28
GUIDES AND RATES**

TEACHER GUIDES

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					1	51,592
			1	50,927	2	51,842
	1	50,472	2	51,177	3	52,092
1-2	2-3	50,722	3-4	51,427	4-5	52,592
3-4	4-5	50,972	5-6	52,152	6-6A	54,852
5	6	51,722	6A	54,517	7	57,252
6	6A	54,102	7	56,917	7A	59,752
6A	7	56,502	7A	59,417	8	62,252
7	7A	59,002	8	61,917	8A	64,752
7A	8	61,502	8A	64,417	9	67,302
8	8A	64,002	9	66,917	9A	70,102
8A	9	66,502	9A	69,717	10	73,302
9	9A	69,302	10	72,717	10A	77,602
9A	10	72,302	10A	76,942	10B	82,102
10	10A	76,602	10B	81,042	11	86,927
10A	10B	80,057	11	85,242	11	86,927
11	11	83,557	11	85,242	11	86,927

Salary-to-salary movement can be traced by reading horizontally. For example, teachers who were on Step 6 in 2016-2017 move to Step 6A in 2017-2018, to Step 7 in 2018-2019 and to Step 7A in 2019-2020.

COLUMN DIFFERENTIALS

	<u>2017-2020</u>
BA+15	\$1,750
MA	\$3,450
MA+30	\$4,350
DOCTORATE	\$5,750

Credit on the guide will only be given for graduate credits attained from colleges or universities that have been accredited by an accrediting agency approved by the United States Department of Education for the area being studied.

LONGEVITY

	<u>2017-2020</u>
15 or more consecutive years	\$1,405
20 or more consecutive years	\$1,705
25 or more consecutive years	\$2,380
30 or more consecutive years	\$2,865

Longevity shown is placed above the guide amount.

TEACHER SALARY GUIDE NOTES

1. Eligibility for Bachelor + 15 Guide:

- All teachers presenting official college transcripts indicating successful completion of 15 graduate credit hours subsequent to: receiving a Bachelor's degree and receiving full certification. 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.
- ### 4. Teachers appointed as Anti-Bullying Specialists ("ABS's") shall receive a yearly stipend, as follows:
- Elementary ABS's: \$1,000 yearly stipend.
 - Two Middle School ABS's: \$1,500 yearly stipend each.
 - Two High School ABS's: \$2,500 yearly stipend each.

SECRETARY (10 MONTH)

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					1	42,728
			1	41,812	2	42,978
	1	40,945	2	41,978	3	43,228
1	2	41,045	3	42,228	4	43,562
2	3	41,145	4	42,478	5	44,162
3	4	41,395	5	43,078	6	44,995
4	5	41,995	6	43,912	7	46,578
5	6	42,828	7	45,578	8	48,162
6	7	44,578	8	47,245	8	48,162
7	8	46,328	8	47,245	8	48,162
8	8	46,328	8	47,245	8	48,162

SECRETARY (12 MONTH)

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					1	51,274
			1	50,174	2	51,574
	1	49,134	2	50,374	3	51,874
1	2	49,254	3	50,674	4	52,274
2	3	49,374	4	50,974	5	52,994
3	4	49,674	5	51,694	6	53,994
4	5	50,394	6	52,694	7	55,894
5	6	51,394	7	54,694	8	57,794
6	7	53,494	8	56,694	8	57,794
7	8	55,594	8	56,694	8	57,794
8	8	55,594	8	56,694	8	57,794

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 2016-2017 move to Step 4 in 2017-2018, to Step 5 in 2018-2019, and to Step 6 in 2019-2020.

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

LONGEVITY

	<u>2017-2020</u>
15 or more consecutive years	\$1,125
20 or more consecutive years	\$1,235
25 or more consecutive years	\$1,275
30 or more consecutive years	\$1,385

Longevity shown is placed above the guide amount.

In addition, principals' secretaries and the secretary to the Athletic Director shall receive an annual adjustment to their base salary of \$1,337 for the 2017-2018, 2018-2019, and 2019-2020 school years.

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.

MEDIA COORDINATORS

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					1	34,864
			1	33,954	2	35,064
	1	32,924	2	34,154	3	35,264
1	2	33,074	3	34,354	4	35,864
2	3	33,274	4	35,054	5	36,814
3	4	33,774	5	35,954	6	37,819
4	5	34,784	6	36,954	7	38,919
5	6	35,884	7	38,009	8	40,044
6	7	36,984	8	39,109	8	40,044
7	8	38,109	8	39,109	8	40,044
8	8	38,109	8	39,109	8	40,044

Salary-to-salary movement can be traced by reading horizontally. For example, coordinators who were on Step 4 in 2016-2017 move to Step 5 in 2017-2018, to Step 6 in 2018-2019, and to Step 7 in 2019-2020.

Coordinators with 15 or more consecutive years of service to the Board shall receive longevity above the guide.

LONGEVITY

	<u>2017-2020</u>
15 or more consecutive years	\$1,125
20 or more consecutive years	\$1,235
25 or more consecutive years	\$1,275
30 or more consecutive years	\$1,385

Longevity shown is placed above the guide amount.

The Coordinator's work year shall be 187 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

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					1	14.02
			1	13.64	2	14.12
	1	13.30	2	13.74	3	14.27
1	2	13.40	3	13.87	4	14.42
2	3	13.53	4	14.02	5	14.77
3	4	13.68	5	14.42	6	15.62
4	5	14.08	6	15.27	6A	16.32
5	6	14.93	6A	15.92	7	17.07
6	6A	15.58	7	16.67	7A	18.02
6A	7	16.24	7A	17.62	8	18.98
7	7A	17.23	8	18.58	8	18.98
7A	8	18.21	8	18.58	8	18.98
8	8	18.21	8	18.58	8	18.98

Salary-to-salary movement can be traced by reading horizontally. For example, paraprofessionals who were on Step 4 in 2016-2017 move to Step 5 in 2017-2018, to Step 6 in 2018-2019, and to Step 6A in 2019-2020.

Paraprofessionals with 15 or more consecutive years of service to the Board shall receive longevity above the guide.

LONGEVITY

	<u>2017-2020</u>
15 or more consecutive years	\$1,125
20 or more consecutive years	\$1,235
25 or more consecutive years	\$1,275
30 or more consecutive years	\$1,385

Longevity shown is placed above the guide amount.

Paraprofessionals to special education students shall be paid \$2.00 more per hour for each special education hour worked. Said amount shall be added to the employee's base contract.

When a paraprofessional's job description is to assume responsibilities similar to a security guard, she/he shall receive a \$2.00 per hour differential in pay.

DRIVERS AND UNARMED SECURITY (DAY SHIFT)

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					2	24.38
			2	23.72	3	24.48
	2	23.00	3	23.82	4	24.58
2	3	23.10	4	23.92	5	24.68
3	4	23.20	5	24.02	6	24.78
4	5	23.30	6	24.12	7	25.38
5	6	23.40	7	24.72	8	26.03
6	7	24.05	8	25.38	9	26.69
7	8	24.71	9	26.04	10	27.35
8	9	25.37	10	26.70	11	28.01
9	10	26.03	11	27.36	11	28.01
10	11	26.69	11	27.36	11	28.01
11	11	26.69	11	27.36	11	28.01

UNARMED SECURITY (NIGHT SHIFT)

2016-2017 STEP	2017-2018 STEP	2017-2018 SALARY	2018-2019 STEP	2018-2019 SALARY	2019-2020 STEP	2019-2020 SALARY
					2	26.87
			2	26.14	3	26.98
	2	25.35	3	26.25	4	27.09
2	3	25.46	4	26.36	5	27.20
3	4	25.57	5	26.47	6	27.31
4	5	25.68	6	26.59	7	27.97
5	6	25.79	7	27.25	8	28.69
6	7	26.51	8	27.97	9	29.42
7	8	27.24	9	28.70	10	30.15
8	9	27.96	10	29.43	11	30.87
9	10	28.69	11	30.16	11	30.87
10	11	29.42	11	30.16	11	30.87
11	11	29.42	11	30.16	11	30.87

Salary-to-salary movement can be traced by reading horizontally. For example, employees who were on Step 4 in 2016-2017 move to Step 5 in 2017-2018, to Step 6 in 2018-2019 and to Step 7 in 2019-2020.

Drivers and Security Personnel with 15 or more consecutive years of service to the Board shall receive longevity above the guide.

Security Officers who are authorized to carry a handgun in the Monroe Township School District pursuant to Board Policy 7446, School Security Program, shall be paid at an hourly

rate equal to the top step of the Drivers and Unarmed Security (Night Shift) Guide for each year of this Agreement plus \$1.00.

LONGEVITY

	<u>2017-2020</u>
15 or more consecutive years	\$1,125
20 or more consecutive years	\$1,235
25 or more consecutive years	\$1,275
30 or more consecutive years	\$1,385

Longevity shown is placed above the guide amount.

**HIGH SCHOOL INTERSCHOLASTIC ATHLETIC COACHES
2017-2018, 2018-2019 and 2019-2020**

SPORT	TITLE	STEP 1	STEP 2	STEP 3
Football:	Head Coach	8592	9518	10577
	Assistant	5946	6397	6875
	Summer/Off Season Conditioning Program – Head Coach	6875	7562	8319
Basketball:	Head Coach	7805	8262	9638
	Assistant	5071	5667	6259
Wrestling:	Head Coach	7805	8262	9638
	Assistant	5071	5667	6259
Baseball:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5781
Field Hockey:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5781
Ice Hockey:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5781
Lacrosse:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5781
Volleyball:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5781
Soccer:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5784
Softball:	Head Coach	7205	8006	8898
	Assistant	4681	5202	5781
Winter Track (Girls) (Boys):	Head Coach (2)	7805	8262	9638
	Assistant (1)	5071	5667	5880
Spring Track:	Head Coach	7805	8262	9638
	Assistant	5071	5358	6259
Cross Country:	Head Coach	5071	5959	6271
	Assistant	4076	4688	5391
Golf:	Head Coach	5071	5959	6271
	Assistant Coach*	4076	4688	5391
Tennis:	Head Coach	5071	5959	6271
	Assistant	4076	4688	5391
Bowling:	Head Coach	5071	5959	6271
	Assistant Coach*	4076	4688	5391
Cheerleading	Head Coach (Fall)	5071	5959	6271
	Assistant (Fall)	3302	3873	4077
	Head Coach (Winter)	5079	5959	6275
	Assistant (Winter)	3302	3873	4077
Competition Cheerleading	Head Coach	5079	5959	6271
	Assistant	3302	3873	4077

*Effective beginning in the 2018-2019 school year.

SPORT	TITLE	STEP 1	STEP 2	STEP 3
Unified Sports	Soccer Coach (2)	1721	1721	1721
	Basketball Coach (2)	1721	1721	1721
	Track & Field Coach (2)	1721	1721	1721

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

**MIDDLE SCHOOL INTERSCHOLASTIC ATHLETIC COACHES
2017-2018, 2018-2019 and 2019-2020**

SPORT	TITLE	STEP 1	STEP 2	STEP 3
Wrestling	Head Coach	3297	3683	4069
	Assistant	2143	2394	2645
Basketball	Girls	3297	3683	4069
	Boys	3297	3683	4069
Baseball		3043	3382	3758
Softball		3043	3382	3758
Soccer	Girls	3043	3382	3760
	Boys	3043	3382	3760
Field Hockey		3043	3382	3758
Cheerleading (Winter)		2146	2517	2650
Cross Country	Head Coach	3297	3448	4149
	Assistant	2143	2241	2697
Spring Track	Head Coach*	3297	3448	4149
	Assistant*	2143	2241	2697
Volleyball	Head Coach*	3043	3382	3758

*Effective beginning in the 2018-2019 school year.

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

ADVISORY POSITIONS

Activity	2017-2018	2018-2019	2019-2020
Academic Team	1721	1721	1721
African American Club	1721	1721	1721
Assistant Academic Team	1117	1117	1117
American Legion Oratorical	832	832	832
Animation Club		1721	1721
Anytown (up to 10 hours at the Hourly non-instructional supplemental rate)			
Art Club	1721	1721	1721
Athletic Equipment Manager	4974	4974	4974
Athletic Trainer - Fall	9865	9865	9865
Athletic Trainer - Winter	9865	9865	9865
Athletic Trainer - Spring	9865	9865	9865
Assistant Marching Band:			
Percussion	1252	1252	1252
Choreographer	1954	1954	1954
Fall Color Guard	1252	1252	1252
Winter Color Guard	1252	1252	1252
Drill	1252	1252	1252
AVA Coordinator	3282	3282	3282
AVID Tutor Coordinator (up to 10 hours per month at the hourly instructional supplemental rate times 12 months – Additional hours if needed may be requested and approved at the discretion of the Superintendent)			
Chess Club	1721	1721	1721
Choral Director	4421	4421	4421
Assistant Choral Director	2736	2736	2736
Boys' Volleyball Club Coach	2812	2812	2812
Choreographer - Musical	2616	2616	2616
Class Advisors:			
Freshman	1315	1315	1315
Sophomore	1315	1315	1315
Junior	2152	2152	2152
Senior	2755	2755	2755
Coaches Club	1721	1721	1721
Computer Club	1721	1721	1721
D.E.C.A.	1957	2226	2226
Distance Lab Coordinator			
Do the Impossible Club	1721	1721	1721
Drama Director - per play	4620	4620	4620
Drama Director - per musical	4975	4975	4975

Activity	2017-2018	2018-2019	2019-2020
Drama - Set Design - per show	1283	1283	1283
Drill Team	2812	2812	2812
Economics & Finance Team		1721	1721
Environmental Action Club	1721	1721	1721
Ex-Amino	1721	1721	1721
F.B.L.A.	1721	2226	2226
FCCLA (Family, Career, and Community Leaders of America)	1721	1721	1721
Fellowship of Christian Athletes	1721	1721	1721
F.L.Y. Coordinator	2344	2344	2344
F.L.Y. Counselor	1459	1459	1459
Gay/Straight Alliance	1721	1721	1721
Giri Up Club		1721	1721
Health Occupations Students of America (HOSA)		1721	1721
History Club	1721	1721	1721
History Honor Society-Rho Kappa		1721	1721
IEC Club (2 advisors)		1721	1721
International French Honor Society	1721	1721	1721
Italian Honor Society	1721	1721	1721
Jazz Ensemble	2395	2395	2395
Intramurals	2049	2049	2049
International Relations Club	1721	1721	1721
International Thespian Society	1721	1721	1721
Jazz Dance	2812	2812	2812
Junior State of America	1721	1721	1721
Key Club	1721	1721	1721
Literary Magazine	2226	2226	2226
Marching Band Director	6583	6583	6583
Assistant Band Director	4075	4075	4075
Mathletes	2152	2152	2152
Men's Choir	2394	2394	2394
Mock Trial	1721	1721	1721
Model UN	1721	1721	1721
Monroe Corp.		1721	1721
Multi-Cultural Club	1721	1721	1721
Muslim Student Alliance (MSA)		1721	1721
National Arts Honor Society	1721	1721	1721
National English Honor Society	1721	1721	1721
National Honor Society	2226	2226	2226
Newspaper	3518	3518	3518
Paws for Cause		1721	1721

Activity	2017-2018	2018-2019	2019-2020
Peer Advisor (up to 10 hours at the hourly instructional supplemental rate)			
Peer Teachers (up to 8 hours at the hourly instructional supplemental rate)			
Photography	1722	1722	1722
Poetry Club	1721	1721	1721
Project Fun	2344	2344	2344
Project Graduation	2755	2755	2755
Project Graduation Assistants (a minimum of five (5))	376	376	376
Red Cross Club	1721	1721	1721
School Store	1721	1721	1721
Robotics Club	1721	1721	1721
Science Honor Society	1721	1721	1721
Science Resource Personnel	1182	1182	1182
Scienceletes	2395	2395	2395
School Goals Committee	286	286	286
Spanish Honor Society	1721	1721	1721
Student/Staff Athletic Manager			
Student/Staff Athletic Manager	Steps 1, 2, & 3 Salary shall be comparable to the Asst. Basketball Coach for Fall, Winter & Spring)		
Student Activities Advisor	7654	7654	7654
Student Council	3159	3159	3159
Table Tennis Club	1721	1721	1721
Technology Club	1721	1721	1721
Technology Resource Personnel	1182	1182	1182
TED (Math Honor Society)	1721	1721	1721
Teen Arts	1721	1721	1721
Teen Pep (up to 20 hours & overnight stipend)			
Tri-M (Music Honor Society)	1721	1721	1721
TV Production – hourly non-instructional supplemental rate, hours as approved by admin.			
Unified Sports Dance		1721	1721
Weight Training - Fall	1721	1721	1721
Fitness/Aerobics - Winter	1721	1721	1721
Fitness/Aerobics - Spring	1721	1721	1721
Yearbook	4421	4421	4421
Yearbook Business Mgr.	2438	2438	2438

Activity	2017-2018	2018-2019	2019-2020
Young Science Achievers Program	2395	2395	2395
Youth and Government	1721	1721	1721

Teachers in the High School who schedule a club meeting or activity after school shall remain with students until 3:15 p.m. Teachers in the middle school and elementary schools who schedule a club meeting or activity after school shall remain with students until 4:15 p.m.

MIDDLE SCHOOL ADVISORY POSITIONS

Activity	2017-2018	2018-2019	2019-2020
Student Council	2054	2054	2054
Yearbook	2873	2873	2873
Yearbook Business Manager	572	572	572
Clubs*	706	706	706
Builders (Service Learning)	2054	2054	2054
Band	2649	2649	2649
Chorus	2649	2649	2649
6 th Grade Drama Director	3004	3004	3004
7 th & 8 th Grade Drama Director	3004	3004	3004
6 th Grade Assistant Music Director/Accompanist for Show	1700	1700	1700
7 th & 8 th Grade Assistant Music Director/Keyboard and Conductor	1700	1700	1700
Athletic Coord. (per season)	3990	3990	3990
Jazz Band	1557	1557	1557
Middle School Honor Society	1447	1447	1447
6 th Grade Music Director	1700	1700	1700
7 th & 8 th Grade Music Director	1700	1700	1700
6 th Grade Stage Manager	1700	1700	1700
6 th Grade Choreographer	1700	1700	1700
7 th & 8 th Grade Choreographer	1700	1700	1700
7 th & 8 th Grade Assistant Choreographer	834	834	834
7 th & 8 th Grade Costume Coordinator	1000	1000	1000
7 th & 8 th Grade Costume Assistant	800	800	800
7 th & 8 th Grade Stage Manager/Producer	1200	1200	1200
6 th Grade Backstage Assistant	600	600	600
7 th & 8 th Grade Backstage Assistant	600	600	600
Team Leader	1592	1592	1592
Technology Resource	1182	1182	1182
School Goals Committee	286	286	286
Science Olympiad	2054	2054	2054
Summer Team Workshop	120	120	120

Activity	2017-2018	2018-2019	2019-2020
Director of Chambers Singers	1557	1557	1557
TSA		2054	2054
AVID Tutor Coordinator (up to 10 hours per month at the hourly instructional supplemental rate times 12 months – Additional hours if needed may be requested and approved at the discretion of the Superintendent)			
Arts Middle School Coordinator (up to 20 hours per year at the hourly non-instructional supplemental rate)			

*Middle School clubs' calculation is done on the following basis:
 10 sessions x 1.5 hours x the hourly non-instructional supplemental rate or the hourly instructional supplemental rate, as appropriate, found in Art. 11, B. 4, as follows:

Hourly Instructional Supplemental Rate	Hourly Non-instructional Supplemental Rate
Art Club	Builder's Club
Book Club	Director's Chair Club
Career Day Club	Fitness Club
Chambers Singers Club, with the exception of the Director of Chambers Singers	Graphic Design Club
Color Guard Club	Healthy Cooking Club
Computer Club	Trivial Pursuant Club
Contemporary Music Club	Volleyball Club
Craft Club	Walking/Fitness Club
Dance Club	
Digital Photography Club	
Director's Chair Club	
Jewelry Club	
Knitting Club	
Knitting for Charity	
Lead the Way	
Math Club	
Movie Maker Club	
Multimedia Club	
Scrapbooking Club	
Sewing Club	
Song Writing Club	
The Seven Habits of Highly Effective Teens	
Webpage Club	

This payment shall be made in a lump sum amount at the completion of the Fall program or the Spring program.

ELEMENTARY ADVISORY POSITIONS

Activity	2017-2018	2018-2019	2019-2020
Sports Club	1327	1327	1327
Student Council	1335	1335	1335
School Goals Committee	286	286	286
Barclay Brook Family Science Night	Hourly instructional supplemental rate		
Mill Lake Astronomy Night	Hourly instructional supplemental rate		

OTHER POSITIONS

Curriculum Writers – Full year curricula	1504	1504	1504
Curriculum Writers – Half year curricula	977.60	977.60	977.60
Professional Development	2800	2800	2800
Truant Office	7304	7304	7304

MISCELLANEOUS POSITIONS

Activity	2017-2018	2018-2019	2019-2020
Elementary Class Coverage	40.37	40.37	40.37
CMAC/Writing Lab – After school at the hourly instructional supplemental rate			
Hourly Instructional Supplemental Rate	53.87	53.87	53.87
Hourly Non-instructional Supplemental Rate	44.85	44.85	44.85
Mileage	As authorized by the annual State Appropriations Act	As authorized by the annual State Appropriations Act	As authorized by the annual State Appropriations Act

**ARTICLE 29
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2020.

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: Bethanne Augsbach
Bethanne Augsbach, President

By: Kathy Koltanowich
Kathy Koltanowich, President

Date: 10/2/18

Date: 10/09/18

WITNESS:

ATTEST:

By: Michael C. Gorski
Michael C. Gorski, CPA
Business Administrator/Board Secretary

By: Michael C. Gorski
Michael C. Gorski, CPA
Business Administrator/Board Secretary

Date: 10/2/18

Date: 10/9/18

Certification


I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning July 1, 2017 thru June 30, 2020.

Employer: Monroe Township Board of Education

County: Middlesex

Date: 12/6/18

Name: Michael C. Gorski
Print Name

Title: Business Administrator / Board Secretary

Signature