

# **A G R E E M E N T**

*Between*

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY**

**IN THE COUNTY OF SOMERSET, NEW JERSEY**

*and*

**MONTGOMERY TOWNSHIP EDUCATION ASSOCIATION, INC.**

**July 1, 2009- June 30, 2012**

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## PREAMBLE

THIS AGREEMENT is entered into this 22<sup>nd</sup> day of September, 2009, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY, IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, hereinafter, referred to as the "Board," and the MONTGOMERY TOWNSHIP EDUCATION ASSOCIATION, INC., hereinafter referred to as the "Association."

The Board and the Association intend to affirm the Mission Statement of the Montgomery Township Schools in the implementation of this Agreement:

The Mission of the Montgomery Township Schools is to prepare each student to be a knowledgeable, contributing member of the world community and to function with self-esteem, self-discipline, integrity and compassion. The staff, Board and community must assure that Montgomery Township students develop:

- a respect for self, for others and for our environment;
- basic and creative thinking, problem-solving and communication skills;
- the ability to apply what has been learned; and
- the desire to continue learning and to achieve one's potential.

To accomplish this Mission, we must continue investing in our students and building a community of excellence!

The Board and the Association also realize that not all of the aspects of the Mission Statement can be realized immediately nor can they all be addressed through this collective bargaining agreement. Therefore, the Board and the Association commit and agree to address certain issues during the life of this Agreement and in subsequent Agreements to include, but not be limited to the following:

- A. The Board and the Association agree to reopen contract negotiations for the purpose of negotiating additional school days when the community and school district are able to furnish and supply proper facilities, equipment, and materials necessary for the support of such additional school days. This additional program may take the form of traditional and/or non-traditional school days and/or year, a semester/trimester system, and staff working time, which may require additional compensation.
- B. The Board and the Association fully agree to work together to:
  - 1. continue enhancing the relationship between the Board and the Association;
  - 2. continue enhancing the professional image of the staff;
  - 3. increase and enhance the involvement of parents and community members in both the instructional and co-curricular programs of the district;
  - 4. enhance the image of the district locally, statewide, and nationally;
  - 5. prepare and promote budgets and capital projects that attend to the instructional needs and priorities of the district and which receive widespread and sufficient support in the community;
  - 6. continue devising ways to enhance the achievement of our students; and
  - 7. continue devising ways to enhance the social, emotional and physical well-being of our students and staff; and continue the development of the Montgomery Township School District as a learning organization.

**ARTICLE I**  
**RECOGNITION**

- A. Pursuant to Chapter 303, Laws of 1968, the State of New Jersey, the Montgomery Township Board of Education hereby recognizes the Montgomery Township Education Association, Inc., as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for personnel under contract by the Board of Education as listed herein:

Bookkeepers

Certified Classroom Teachers, Guidance Counselors, Librarians

Clerical Employees, Board Office Clerk

Custodial Employees, Maintenance/Grounds Employees

Educational Support Assistants, Teachers' Instructional Assistants

Lunchroom Aides

School Certified Nurses and Registered Nurses

Pupil Services Personnel, including:

Learning Consultants, Occupational Therapist, Psychologists, Reading Specialists, Social Workers, Speech/Language Specialists, Substance Abuse Coordinators, Supplementary Teachers

Registered Athletic Trainer

Secretarial Employees, Secretary to the Assistant Superintendent, Secretary to the Director of Pupil Services

Assistant Controller\* and Dispatcher for Transportation\*

\*The Assistant Controller and Dispatcher for Transportation shall not be included until the current incumbents are no longer employed by the district.

But excluding the Superintendent of Schools, Assistant Superintendent of Schools, School Business Administrator/Board Secretary, Associate Business Administrator, Director of Instructional Technology, Principals, Vice-Principals, Supervisor of Health and Physical Education, Supervisor of Guidance, Director of Humanities, Director of Language Arts, Director of Mathematics, Director of Pupil Services, Supervisor of Pupil Services, Director of Science, Athletic Director, Building and Grounds Supervisor, Custodial Supervisor, Information Technology Manager, Computer Network Administrator, Computer Technicians, Software Coordinator, AV/Distance Learning Coordinator, Controller, Assistant Controller, Payroll Manager, Benefits Manager, Director of Human Resources, Secretary to the Superintendent, Secretary to the School Business Administrator/Board Secretary, Secretary to Human Resources Director, Transportation Supervisor, and managerial executives, supervisors and confidential employees as defined in the Act, and all other employees.

- B. Unless otherwise indicated, the term "Members," when hereinafter used in this Agreement, shall refer to all employees in the negotiating unit as above defined.
- C. Whenever the Board of Education creates a new position, the Superintendent will arrange a meeting with the MTEA President to discuss whether or not the position should be affiliated with the MTEA. If there is no agreement, either party may exercise its statutory rights.

**ARTICLE II**  
**GRIEVANCE AND COMPLAINT PROCEDURES**

A. Definition:

1. A “Grievance” shall mean a claim in writing by a member or group of members that there has been to him/her or them a misinterpretation, misapplication, or violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the member within fifteen (15) calendar days (or five (5) working days, whichever is greater) from the time that the member knows or should know of its occurrence; otherwise the same shall be deemed to have been abandoned. The term “Grievance” shall not include the following:
  - (a) Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education.
  - (b) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.
  - (c) The failure or refusal of the Board to renew a contract of a non-tenured teacher.
  - (d) A complaint by any member occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
  - (e) Such complaints as specified in Paragraph A, Section 1(a)-(d) above may be discussed per Paragraph E of this Article.
2. A “Party” is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision, or a lack thereof, on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an abandonment of the grievance. It is understood, however, that both parties may mutually agree in writing to hold the time limits in abeyance at any level. The parties may attempt to refer said grievance to any mutually acceptable alternate conflict-resolution procedure. Either party may reinstitute the grievance and the time limits at any point in the conflict-resolution proceedings upon written notice to the other party.
3. It is understood that members shall, during and notwithstanding the pendency of any grievances, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.
5. Any party may be represented at all stages of the grievance procedure by himself/herself and/or one representative.
6. Once a grievance is filed, the contents of that grievance including the nature of the alleged infraction and the relief sought, may not be changed throughout the grievance process except that the grievance may be reinitiated at Level One.
7. Grievances shall only be filed by using the grievance form attached in Appendix “B” of this agreement.
8. When a member issue is of a non-contractual nature and does not meet the criteria set forth in Paragraph A of this Article, the member may pursue resolution of the issue through the Complaint Procedure in Paragraph E of this Article.

C. Level One:

Any member who has a grievance shall discuss it first with his/her principal (or immediate supervisor or department head when applicable) in an attempt to resolve the matter informally at that level which discussion shall be announced beforehand by the member as constituting a Level One grievance discussion.

Level Two:

If as a result of the discussion, the matter is not resolved to the satisfaction of the member within five (5) working days of the Level One grievance discussion, he/she shall set forth his/her grievance in writing to his/her principal or immediate supervisor on the grievance forms provided in Appendix "B". The principal or supervisor shall communicate his/her decision to the member in writing with reasons within five (5) working days of receipt of the written grievance.

Level Three:

If the grievance is not resolved to the member's satisfaction, he/she, no later than five (5) working days after receipt of the principal's or supervisor's decision, may request a review and hearing by the Superintendent of Schools. The appeal to the Superintendent must be made in writing with copy to the principal or supervisor setting forth the matter submitted to the principal or supervisor as specified above and the reasons for his/her dissatisfaction with decisions previously rendered. The Superintendent may consider the appeal on the written record submitted to him/her, or he/she may, on his/her own election, conduct a hearing; and he/she may request within six (6) working days of receipt of the grievance appeal the submission of additional written materials. Where additional written materials are requested by the Superintendent, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Superintendent elects to conduct a hearing, it shall be held within ten (10) working days from the receipt of the grievance appeal by the Superintendent. The Superintendent shall make a determination within ten (10) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties of his/her determination.

Level Four:

- (a) In the event any party is dissatisfied with the disposition of the grievance at Level Three, he/she may, within five (5) working days after a decision by the Superintendent, request in writing that the grievance be submitted to arbitration.
- (b) If the Association elects to proceed to arbitration, it shall file a Demand for Arbitration with the Public Employment Relations Commission, and shall serve a copy of the Demand upon the Board. To be timely and effective, the Demand must be filed and served by no later than ten (10) working days after the notice of request for submission to arbitration. The decision of the arbitrator shall be binding.
- (c) The rules and procedures of the Public Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in N.J.S.A. 18A), or which is violative of the terms of this Agreement; and he/she shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she in any case have power to rule on any issue or dispute excepted from the definition of a grievance under Paragraph A of this Article II or excepted from this grievance procedure by any other provision of this Agreement.

- D. 1. Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his/her designee after consultation with the Association and shall be given appropriate distribution.
2. All hearings under this grievance procedure shall be conducted in private.
3. Each party shall bear the total costs incurred by itself, and the fees and expenses of the arbitrator are the only costs which will be shared by the parties, and they will be shared equally.

E. Complaint Procedure:

1. Any member who has a complaint (other than a “grievance” as defined herein) shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the member within five (5) working days of Step 1, he/she shall set forth his/her complaint in writing to his/her principal or immediate supervisor. The principal shall communicate his/her decision to the member in writing with reasons within five (5) working days of receipt of the written complaint.
3. If the complaint is not resolved to the member’s satisfaction in Step 2, he/she, no later than five (5) working days after receipt of the principal’s or supervisor’s decision, may request a review and hearing by the Superintendent or designee. The appeal to the Superintendent must be made in writing with a courtesy copy to the principal or supervisor setting forth the matter submitted to the principal or supervisor as specified above and the reasons for his/her dissatisfaction with decisions previously rendered. The Superintendent or designee will conduct a hearing which shall be held within ten (10) working days from the receipt of the complaint by the Superintendent. The Superintendent shall make a determination within ten (10) working days from the receipt of the complaint and shall, in writing, notify all interested parties of his/her determination.
4. In the event the complainant is dissatisfied with the disposition of the complaint at Step 3, he/she may, within five (5) working days after a decision by the Superintendent, request in writing that the complaint be submitted to the Board of Education. The Board, or a committee thereof, may conduct a hearing within ten (10) working days after receipt of the complaint. The decision of the Board shall be final and binding.

**ARTICLE III**  
**PERSONAL LEAVE**

Absences permitted are for brief periods not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay, stated below, shall be for one (1) year and shall be accumulative for use in another year only as provided in Paragraph D. The intent in providing personal leave days is to grant paid leave for emergencies. Where possible, every effort should be made by the member to conduct personal affairs outside school hours so that the interruption to the continuity of education a student receives will be at a minimum.

- A. 1. Death in the Immediate Family - An allowance of up to five (5) days leave with pay shall be granted per occurrence. Immediate family shall be construed to mean the member’s mother, father, mother-in-law, father-in-law, spouse, child, brother or sister, domestic or civil partner,\* or any member of the immediate household.

\* Individuals must be registered as a domestic partner with the State on NJ to qualify for this benefit.

2. Death for Other Relatives - An allowance of up to three (3) days leave with pay shall be granted for each occurrence. Other relatives shall be construed to mean the member’s brother-in-law, sister-in-law, grandparent or grandchild.
3. An allowance of up to one (1) day of leave with pay shall be granted per occurrence for the death of a member’s aunt, uncle, niece or nephew.
4. The personal leave days provided for herein are for the purpose of arranging for and attending funeral services and providing for a reasonable mourning period in connection therewith.

- B. Serious Illness in the Immediate Family - An allowance of up to three (3) days may be granted at the sole discretion of the Superintendent to care for members of the immediate family (as described in Paragraph A).

- C. Other Circumstances - An allowance of time off work with prior approval by the Superintendent of Schools or designee shall be granted for the following reasons:

1. Court Subpoena
2. Jury duty

- D. Reasons of a Personal Nature - An allowance of three (3) days for member's absence for reasons of a personal nature shall be granted without any reason being stated other than it is granted under this paragraph. On any given day, no more than twenty (20) staff members in the district or ten (10) staff members in a particular building may be granted leave under this paragraph, except that staff absent for religious holidays shall not be counted as part of the maximums established. Teachers and secretaries who have accumulated personal days under the contract which expired on June 30, 1995, shall retain said days (grandfathered) for personal day use but no further days shall be so accumulated. Such days, if not utilized while the member is employed in the district, will be paid to the member at the time of retirement or other separation from the district in the manner described in Article VI, Paragraph D, Section 2. Nothing paid according to this paragraph, however, shall limit that entitlement. Hereafter, all unused personal days shall be accumulated as sick days.
- E. Requests for personal leave under this Article must be presented in writing 72 hours in advance, pursuant to the revised Leave of Absence Request Form, simultaneously to the building principal and to the Superintendent of Schools, except in cases of emergencies; then the request may be made by telephone to the immediate supervisor and follow-up of written notification provided to the Superintendent or designee.
- F. For the protection of the member and for proper payroll accounting and audit, every absence for a half day or more must be accounted for in writing and reported to the Superintendent.
- G. All requests for personal leave shall be acknowledged in writing by the Superintendent or designee.
- H. Requests for personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency. In the event of a special circumstance, the Superintendent may approve a request for personal leave. The Superintendent's decision of whether or not to grant such a day shall be final and not subject to the grievance process.

**ARTICLE IV**  
**SABBATICAL LEAVE**

Full-time teachers shall be granted Sabbatical Leave for study, research towards a degree, or publication in areas of their specialization, such leave to be granted by the Board, at its sole discretion, where the same will be beneficial to the school system of Montgomery Township. Final approval of the applicant for Sabbatical Leave will be made by the Board of Education.

- A. Only one teacher may be granted a Sabbatical Leave at any one time.
- B. A statement of intent to apply for a Sabbatical Leave must be filed by December 1st; the application for a Sabbatical Leave must be submitted before February 1st and processed no later than April 1st.
- C. A teacher must complete seven (7) continuous years of satisfactory teaching in this district.
- D. A teacher will receive half-pay for a full-year of Sabbatical Leave. Payment will be made as per the teacher's regular step on the salary guide.
- E. When a teacher is aware of the need to fulfill credit requirements in anticipation of recognition for an advanced degree at a particular college or university, that teacher must then secure Board approval and commitment that he/she will be granted such a Sabbatical Leave for research or for study at that college. Preference should be offered to Doctoral Candidates.
- F. After completion of the Sabbatical Leave and upon return to active duty, the teacher will be placed on his/her proper step of the teachers' guide, the proper step to be the step that the teacher would have earned had he/she remained in teaching for that year.
- G. If by April 1st no teacher has been granted a Sabbatical Leave, the time limit in Paragraph B for application for Sabbatical Leave may be extended by the Board until May 1st for the sole purpose of permitting application for such leave by any teacher who has been accepted as a full time participant for a government sponsored institute for the following school year.
- H. Each teacher who is on Sabbatical Leave shall notify the Superintendent in writing by March 15th of the year of leave whether such teacher intends to return to active duty the following year.
- I. A teacher granted Sabbatical Leave shall return to the full-time employ of the district a minimum of two (2) school years. Failure to comply with this obligation shall require the teacher to repay the Board for compensation received while on Sabbatical less applicable state and federal income tax, FICA, and SUI which is expressly understood to be excluded from payback. The teacher

will be given a 50% allowance on the aforementioned payback provisions for completion of only one (1) year of teaching service after return from Sabbatical. Any money to be paid back due to default under this Article may be paid back over the course of two (2) years.

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

A. General Provisions:

1. Any member covered by this article may request an extended leave of absence without pay. Such leaves may be granted or denied at the sole discretion of the Board of Education, except as otherwise stated below. For purposes of this article, the school year shall commence on July 1st and conclude on June 30th.
2. Every request for an extended leave of absence shall be made in writing through the principal or immediate supervisor to the Superintendent as soon as the need for the absence is known to the teacher. In the absence of unforeseen circumstances, requests shall be made by March 1st of the year preceding the academic year in which the leave is to be taken.
3. The Board of Education may change the requested date of commencement or termination of an extended leave of absence if the requested date would interfere with the administration of the schools. A requested leave of absence commencing during the first two (2) months of the academic year or terminating during the last month of the academic year will be presumed to interfere with the administration of the school.
4. No extended leave of absence granted to a non-tenured teacher may extend beyond the end of the school year in which the leave is granted.
5. No extended leave of absence granted to a tenured teacher may extend beyond the end of the school year following the school year in which the leave is granted.
6. All extensions, renewals, and early terminations of extended leaves of absence shall be applied for and granted in writing.
7. Following the grant of an extended leave of absence, a member may request early termination of the leave. The Board of Education may grant the request if early termination of the leave would not interfere with the administration of the schools. If the leave had been granted for medical or psychiatric reasons, the Board may require the member to produce a physician's certificate attesting to the member's ability to work effectively at assigned duties before permitting the member to return to work.
8. Requests for extensions of leaves of absence or notification of intent to return to duty must be made three (3) months before the expiration of the original leave and, in the event of extensions to a following school year, before March 1st. The Board may entertain a late application if the delay was caused by unforeseen circumstances and if the teacher applied promptly upon learning of the unforeseen circumstances.
9. Members who become physically disabled while on an extended leave of absence may not use sick leave.
10. Experience increment credit shall not accumulate during an extended leave of absence unless required by law.
11. All benefits to which members were entitled at the time the leave began, including unused accumulated sick leave, shall be restored to them upon their return. Members may purchase their health insurance benefits during the time they are on an extended leave of absence without pay in a manner prescribed by law utilizing the Board's current business office procedures.
12. The Board will make every effort to offer such members a comparable position upon return from an extended leave of absence. The Board retains the right, however, to assign such teacher to any position within the teacher's certification in the best interests of the School District.
13. No member receiving an extended leave of absence may accept full time employment, or undertake any employment during a leave of absence which would interfere with the purpose of the leave.

14. Any member may request a short-term leave of absence without pay. Such short-term leaves require prior approval of the Superintendent or designee. Requests shall be submitted to the Superintendent in writing as soon as the need for the short-term leave is known to the member, and shall be granted or denied in the sole discretion of the Superintendent. For purposes of this Section 14 a short-term leave is defined as a leave whose duration is no longer than fifteen (15) calendar days.
15. With regard to all short-term leaves of absence addressed in this Article V or elsewhere, it is expressly understood that the Board of Education and the Superintendent retain and reserve the managerial prerogative to grant or deny requested leaves, or to determine the starting and/or ending times of requested leaves, based upon considerations of continuity of education. Such considerations are matters of educational policy and are thus non-negotiable and non-arbitrable.

B. Maternity Leave:

1. Definition:

The term “maternity leave” does not refer to an involuntary absence from work solely while a member is physically disabled from work during or following pregnancy. Such an absence is governed by Article VI, “Sick Leave,” of this Agreement. The term “maternity leave” refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant member who wishes to request maternity leave may either:

- (a) Request a maternity leave beginning before the birth, while she is still physically able to work, and ending after its birth. (By choosing to leave work before she is physically disabled, the member forfeits the use of sick leave during the subsequent period of disability);
- (b) Work until she becomes physically disabled, use her sick leave during the period of disability and use maternity leave to care for the child after she has recovered from a pregnancy-related disability;
- (c) A member shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, the member may use all or any part of her annual and accumulated sick leave and receive full pay and benefits without having to produce a physician’s certificate that she is disabled. The member shall deliver to the Superintendent a physician’s certificate stating the expected delivery date of the child.

2. Procedure:

As a condition to receiving maternity leave, a pregnant member must inform the Superintendent of Schools of the dates on which she wishes her maternity leave to begin and end as soon as reasonably possible, but in no event less than four (4) months in advance of the anticipated date of birth.

C. Other Child Rearing Leaves of Absence:

Any member who is the father of a child, or any member who has adopted a child six (6) years of age or under, or any member who has adopted an older child where special circumstances require the member’s attention, may request an extended leave of absence for child rearing purposes.

1. If both parents are members in this school system, only one spouse may apply for child rearing or maternity leave;
2. As a condition of receiving child rearing leave, the parent must inform the Superintendent of Schools of the facts and of the anticipated date of birth or adoption as soon as it is known or medically confirmed, together with any revisions of the date which may later come to the parent’s knowledge;
3. As a condition of receiving child rearing leave, the parent must inform the Superintendent of Schools of the dates on which he/she wishes the leave to begin and end as soon as reasonably possible, but in no event less than four (4) months in advance of the anticipated date of birth or adoption.

D. Military Leave:

Military leave without pay shall be granted to members qualified under the provisions of N.J.S.A. 18A:6-33 in the manner and to the extent set forth in that statute.

E. Public Service Leave:

Members holding political offices specified in N.J.S.A. 18A:6-8.1 and 18A:6-8.2 shall receive leave of absence in the manner and to the extent set forth in those statutes.

**ARTICLE VI**  
**SICK LEAVE**

A. Allowance of Sick Leave:

1. All members actively employed as of September 1st of the current school year shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Members actively employed after September 1st of the current school year will receive one (1) day's sick leave for each full month of service during such school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Members previously employed in the Montgomery Township School District shall, upon being re-employed therein, be credited with unused sick days previously earned in the said District up to a maximum of thirty (30) days.

B. Notification of Anticipated Use of Sick Leave:

1. Any member who becomes aware that he or she will become physically disabled from work and will use sick leave by reason of a predictable disability, such as elective surgery or pregnancy, shall inform the Superintendent of Schools of the anticipated disability as soon as it is medically confirmed.
2. Any member who anticipates such physical disability shall inform the Superintendent of Schools in writing of the dates on which his or her absence is expected to begin and end as soon as possible.
3. The Board of Education may require a certificate from the member's physician attesting that the member will be physically disabled from working during the period of absence.

C. Involuntary Use of Sick Leave:

1. The Board of Education may require a member who anticipates absence due to disability to produce a certificate from his or her physician attesting that he or she may continue working effectively at the duty to which the member has been assigned. The Board shall not require the member to submit an updated certificate more often than once every thirty (30) days.
2. In the event of any question as to the condition of the member, the Board of Education may require the member to submit to an examination by a physician designated by the Board. Any difference of opinion between the member's physician and the Board's designated physician as to the member's ability to perform assigned duties shall be resolved by a third physician appointed by the member and the Board. If the member and the Board are unable to agree on a third physician, the Somerset County Medical Society shall choose a physician.
3. Nothing stated herein is intended to restrict the right of the Board of Education to remove any member from his or her duties if the Board should determine that the member's performance has substantially deteriorated, by reason of physical disability, or for any other just cause.

D. Supplemental Compensation Upon Retirement:

1. Each member shall be entitled, upon retirement for service and age or disability from TPAF or PERS to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein.

2. Such supplemental compensation payment shall be computed at the rate of one (1) day's pay for each four (4) days of earned and unused accumulated sick leave based upon the member's average annual compensation received during the last school year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$5,250.00.
3. The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired member.
4. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before December 1st of the school year prior to the school year in which the retirement becomes effective. In the event a member fails to give notice by such December 1st date, the Board may defer payment of all or part of the benefit to the school year following the retirement.

E. Sick Day Bank:

1. A sick day bank as agreed upon by the Board and the Association will be voluntary for members of the bargaining unit. Each unit member wishing to participate will contribute five (5) accumulated sick days to the bank. Since the bank is voluntary, an individual unit member may join the bank or may withdraw from the bank and receive his/her five (5) days at the end of any school year, to be effective with the commencement of the following school year. A new unit member wishing to participate in the sick bank may do so immediately upon employment. That individual will contribute five (5) accumulated sick days as soon as he/she has accumulated that number of days. The maximum size of the Sick Day Bank shall be ten (10) days times the number of members in the bargaining unit.
2. If at the end of any school year the Bank drops below five (5) days times the number of members in the bargaining unit, the Board and the Association will replenish the Bank to the level specified in Paragraph E, Section 1 through equal assessments of the Board and members.
3. The Sick Day Bank shall be available for use in case of major illnesses and disabilities on the following bases:
  - (a) Upon depletion of existing accumulated sick leave, members may be eligible to draw upon the Bank from the first day, if hospitalized.
  - (b) Upon depletion of existing accumulated sick leave, members may be eligible to draw upon the Bank after five (5) consecutive days of absence.
4. If an illness meets either of the above criteria the member may apply in writing to the sick bank committee composed of five (5) representatives appointed by the Board and five (5) representatives appointed by the association. The committee shall establish its operating rules and procedures to facilitate review and consideration of requests for the allocation of days from the sick day bank. Recommendations of the committee shall be submitted to the full Board of Education, which shall vote on the recommendations in accordance with their authority pursuant to N.J.S.A. 18A:30-6. It shall be the responsibility of the committee to maintain records to ensure the integrity of the bank.
5. Pregnant members otherwise eligible for sick leave pay under Paragraphs A and B of this Article and per Article V, Paragraph B, may apply for Sick Day Bank benefits providing the criteria established in Section 3 (a) or (b) of this Paragraph E are met.

**ARTICLE VII**  
**TEACHERS' RIGHTS AND RESPONSIBILITIES**

A. Professional Growth and Development:

1. The Board agrees to pay for tuition incurred for any courses and training sessions which the Board requires a teacher to take.
2. The Board encourages professional development. Leave for professional days, conferences, training, school visits, etc. shall be considered in a fair and equitable manner in light of building and district needs. Related costs should be fully reimbursed for any member who is requested to attend a professional function by a District official.

B. Non-Teaching Duties:

1. The parties hereto acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent reasonably possible, be utilized to this end.
2. Any teacher who is asked to write a curriculum not previously offered in the system shall be compensated according to the rate cited in Schedule "A" - "NOTE".

C. Teacher Assignment:

1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be assigned within the scope of their teaching certificate and/or their major or minor fields of study whenever practicable.
2. Teachers will be informed by posting in each school of subjects and grade levels to be taught during the next succeeding school year by the last day of the school year for teachers, whenever practicable. Such assignments may be changed in the event of an emergency or a material change of circumstance, and the Association shall be notified as soon as the change is accomplished.
3. Each teacher shall be given a duty-free lunch period, and every attempt shall be made to give each teacher one preparation period per day.
4. The Board will provide substitutes, whenever practicable, for certified classroom teachers and school nurses who are absent for a full day.

D. No teacher shall be disciplined or reduced in compensation without just cause.

E. No grade shall be changed without prior consultation with the teacher.

F. Whenever any teacher or any member covered under the terms of this Agreement is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the teacher or other member in his/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 or a person of his/her choosing present to advise him/her and represent him/her during such meeting or interview.

G. In accordance with the provisions of N.J.S.A. 18A:30-2.1, whenever any member entitled to sick leave is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the Board shall pay to such member the full salary or wage for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave to which such members may be entitled. Salary or wage payments provided herein shall be made for absence during the waiting period and during the period the member received or was eligible to receive temporary benefits under Chapter 15 of Title 34, Labor and Workers' Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the member pursuant hereto shall be reduced by the amount of any workers' compensation award made for temporary disability.

H. It is the Board's desire and intent to address complaints from teaching staff members concerning items such as excessive pupil contact time and/or preparation and/or unreasonable co-mingling of subjects in the same period for the high school and middle school. Issues that cannot be resolved at the building level shall be brought to the Superintendent for disposition.

- I. 1. Middle school periods shall equal or average fifty (50) minutes each.
2. Teachers who perform instructional duties for a sixth teaching period shall be paid at the prorated rate of one-fifth (1/5) of their current contracted salary for the additional teaching assignment.

J. The District may hold up to five (5) additional district articulation meetings. All appropriate middle and high school staff shall be required to attend. The Association leadership will meet with the Superintendent to discuss the structure and content of the meetings.

**ARTICLE VIII**  
**TEACHER WORK YEAR/WORK DAY**

- A. The teachers' in-school regularly scheduled work year shall consist of no more than one hundred eighty-six (186) days. The aforementioned in-school regularly scheduled work year does not include such orientation days as shall be required by the administration for new teachers. Both parties to this Agreement pledge to make every reasonable effort to minimize curtailments and interruptions to the regularly scheduled school day for students.
1. The ten month work year for all Athletic Trainer positions shall be August 15<sup>th</sup> through June 15<sup>th</sup>.
- B. The regularly scheduled teacher work day for each school shall be as follows:
1. The MMS/MHS teacher work day will be 6 hours 58 minutes with a reporting time no earlier than 7:20 A.M.
  2. The OHES/VES teacher work day will be 6 hours 40 minutes.
- C. Regularly-scheduled teacher work year days in which school is not in session for students may be used for a variety of purposes including, but not limited to:
1. Staff development and in-service education;
  2. Activities in conjunction with the preparation for the opening/conclusion of the school year.
- D. Teachers shall work a reduced schedule day on those days when evening parent conferences are scheduled. Parent conferences K-12 shall be scheduled for two and one-half (2 ½) hours. All certificated instructional staff must report for duty for the entire parent conference schedule. All kindergarten teachers participating in both sessions of teacher/parent conferences will be issued one additional personal day per school year for the additional conference time. The teacher must attend both conference sessions before the personal day will be available for use. The personal day is subject to the same criteria and process as that specified under Article III.D, but must be used within the school year in which it is granted and will not carryover into the next school year. Individuals must specifically indicate "conference personal day" when submitting a request for this type of day.
- E. Each teacher at the high school and middle school shall identify one day each week when he/she shall remain one (1) hour beyond the school day in order to provide extra help to students. A teacher may reallocate his/her one hour per week so as best to meet the needs of his/her students. Those teachers involved in school activities after the close of the pupil day may average this one (1) hour per week.

**ARTICLE IX**  
**DISMISSAL, EVALUATION, AND TRANSFER**

A. Dismissal:

A teacher who has been employed since September of the current school year and whose contract is not to be renewed will be notified thereof in writing on or before May 15th (if that date is amended by state law, the date designated by the State shall become the deadline) of such current school year.

B. Evaluation:

A joint committee of the MTEA staff and administrators will review the current observation instrument and present any change recommendations to the Board and MTEA Negotiation Committees for review and consideration.

1. Once each school year, prior to May 30th, each tenured teacher shall be evaluated. Each staff member shall have the opportunity to review a principal's evaluation of him/her and shall sign such evaluation. Evaluation of professional staff shall be in accordance with N.J.S.A. 18:27-3.1 to 3.3 and N.J.A.C. 6:3-1.19 to 1.20, attached hereto as Schedule "E" as each may be amended.
2. Portfolio Evaluation - Tenured teachers may voluntarily elect to utilize a system of portfolio evaluation for the formative evaluation process. Guidelines and procedures for portfolio evaluation shall be developed by the joint committee of teachers and administrators currently reviewing the subject.

Review of any violation of the procedure set forth therein shall be through the office of the Commissioner of Education and not through the Grievance Procedure set forth herein.

C. New/Vacant Positions:

The Superintendent will post the availability and qualifications of any new or vacant positions in each school as soon as practicable but not later than ten (10) days from the time the vacancy or new position occurs. It is the intention of the Board to select from within, whenever in its sole and unreviewable judgment, the candidate is superior.

D. Transfer:

Teachers who desire a change of grade or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent, which statement shall include a grade or subject to which the teacher desires to be assigned, and the school or schools to which he/she desires to be transferred, in order of preference.

E. Involuntary Transfer:

An involuntary transfer or reassignment shall be made only after written notification thereof to the teacher involved and after a meeting between such teacher and principal, at which time the teacher shall be notified of the reason thereof in writing. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent will meet with him/her. The decision of the Superintendent shall be final and in writing and shall not be subject to the grievance procedure.

If the Board involuntarily transfers a teacher from one building to another separate building, and if such transfer will be effective at the beginning of a new school year, the Board will provide the affected teacher with two (2) days of paid summer employment to enable the teacher to prepare for the transfer. If the Board honors a teacher-transfer request from one building to another separate building, and if such transfer will be effective at the beginning of a new school year, the Board may provide the affected teacher with up to two (2) days of paid summer employment to enable the teacher to prepare for the transfer. Such summer employment shall be paid in an amount computed with reference to the salary of the individual affected teacher.

F. Access to Personnel File:

All staff shall have access to their personnel file. No document may be placed in a permanent personnel file without the employee's knowledge and his/her receipt of a copy of said document.

**ARTICLE X**  
**SECRETARIES, BOOKKEEPERS AND CLERKS**

A. The regular full-time work week for secretaries, bookkeepers, and clerks shall be forty (40) hours with one-half (½) hour lunch period each day. During July and August, secretaries, bookkeepers, and clerks may leave one-half (½) hour early every day.

B. The following paid holidays shall be granted to the secretaries, bookkeepers and clerks:

- Two days during the NJEA Convention
- Thanksgiving
- Friday after Thanksgiving
- Either December 24 or 26, at the discretion of the Superintendent
- Christmas Day
- New Year's Day
- President's Day (if a school holiday on calendar)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Any legal holiday observed as a holiday on the school calendar

If any of the above holidays fall on a Saturday, or Sunday, the day off will be the day before or the day after such weekend, the determination of such holiday date to be at the discretion of the Superintendent and shall be granted as a paid holiday by the Board.

- C. A secretary, bookkeeper or clerk shall give thirty (30) days' notice prior to leaving the employment of the Board. A secretary, bookkeeper or clerk shall be informed by the supervisor by May 30th in writing, if the contract is not to be renewed as of the following July 1st.
- D. Office personnel hired on a twelve-month basis will be granted paid vacation according to the schedule below:
  - 1. For employment of less than one (1) year prior to the summer in which the vacation is taken:
    - (a) If hired the preceding July or August - two (2) calendar weeks
    - (b) If hired in or after the preceding September - one (1) working day for each full month's service.
  - 2. After completion of one (1) year of employment - two (2) calendar weeks
  - 3. After completion of seven (7) years of employment - three (3) calendar weeks
  - 4. After completion of twelve (12) years of employment - four (4) calendar weeks

Unless exceptions are granted by the Superintendent, vacations must be taken during July and the first three weeks of August. Vacation time cannot be accumulated but must be taken during the contract year following the completion of the period referred to above. Schedules of such vacations shall be determined by the Superintendent at his/her discretion.

- E. Secretaries, bookkeepers, and clerks shall follow the teacher work year except for the beginning of September and the end of June.
- F. Secretaries, bookkeepers and clerks shall not be required to report for work on any day when school is closed due to inclement weather.
- G. A list of substitutes for secretary, bookkeeper, and clerk positions will be made available whenever practicable.
- H. Secretaries, bookkeepers and clerks shall be granted a fifteen-minute coffee break during the morning, the time thereof to be at the discretion of the supervisor involved.
- I. Salary guides for secretarial, bookkeeper and clerical personnel are listed on Schedule C. The Board reserves the right of initial placement and to withhold increment for cause. Any newly-hired member beginning employment between July 1st and December 31st, for 12-month members (or between July 1st and January 31st for 10-month members), shall advance one year of salary guide credit, if employed the next employment year. Any member beginning after December 31st for 12-month members and January 31st for 10-month members shall not advance to the next year of salary guide credit, but will be placed on the new guide at the same step.
- J. Time in addition to the forty (40) hour work week shall be at the discretion of the Superintendent or his/her designee and shall be compensated at time and one-half.

K. Classification of Office Personnel:

12 Month Members: Employed twelve (12) months per year. Receive paid holidays and vacation schedules in accordance with this Article X.

10 Month Members: Employed for 194 work days to commence not more than five work days prior to Labor Day in any year. If staff in-service days are conducted during the school year, the Superintendent or designee may require the 10-month clerks to work on those days or the Superintendent or designee may shift these workdays to the end of the school year per current practice. Receive paid holidays in accordance with this, Article X. Receive no vacation.

Part-Time Members: Employed less than twenty (20) hours per week. Length of and number of work weeks as well as mode of compensation as mutually acceptable to the Superintendent and the member. No paid holidays or vacation time; no compensation for days not worked.

- L. Tenure, sick leave, personal leave, hospitalization plan, maternity leave, and child rearing leave shall be the same as that for professional members, except that twelve-month members shall be entitled to twelve (12) sick leave days per year and ten-month members shall be entitled to ten (10) sick leave days per year.
- M. Each secretary, bookkeeper and clerk shall prepare in cooperation with his/her supervisor a statement outlining his/her duties and responsibilities and the building and office wherein these duties and responsibilities are to be carried out.
- N. The Board shall pay the registration costs required for job training sessions. If applicable, the Board shall reimburse a staff member at the IRS rate for driving a personal vehicle from their regular assigned building to and from a job training location.
- O. No employee shall be arbitrarily or capriciously disciplined or reduced in compensation.

**ARTICLE XI**  
**INSURANCE PROTECTION**

- A. The Board shall pay full premium for health care for each member and full family coverage, including domestic partner coverage, if applicable. Domestic partners must provide a copy of their NJ Domestic Partner certificate to qualify for this benefit. This coverage will include full coverage for Blue Cross, Blue Shield PACE Surgical Schedule, Rider "J" and Major Medical with currently existing automatic rollover, as provided under the New Jersey School Employees' Health Benefits Program. The Board agrees to distribute any descriptive pamphlets furnished to it by the New Jersey School Employees' Health Benefits Program. The Board may substitute coverage under a private plan provided such coverage is substantially equal to or better than the insurance coverage under the New Jersey School Employees' Health Benefits Program.

All employees covered by this Agreement shall have the option of selecting any of the following two (2) plans at Board cost:

- 1. Blue Cross/Blue Shield Indemnity Plan. Individuals who are employed by the Board on or before June 30, 2009 shall have the option of enrolling in the Traditional Indemnity Plan on or before June 30, 2010. Therefore, after June 30, 2010, no employees shall be able to enroll in the Traditional Indemnity Plan.
  - (a) Employees enrolled in the Traditional Indemnity Plan on or before June 30, 2009 shall have the option of obtaining a one-time incentive payment to switch to the Direct Access Plan and will no longer have an opportunity to enroll in the Traditional Indemnity Plan after they switch to the Direct Access Plan. The payment amount shall be equal to fifty percent (50%) of the difference between the eligible employee's annual premium for the Traditional Indemnity Plan and the Direct Access Plan and shall be subject to all applicable Federal and State withholdings in accordance with statutory requirements. This provision for an incentive payment shall expire on June 30, 2010.
- 2. BC/BS Direct Access plan with \$15 co-pay for doctor visits.
- 3. BC/BS Direct Access Plan with vision hardware benefit to a maximum of \$300 during each two (2) year contract period.

The Board may substitute coverage under an alternate plan provided such coverage is substantially equal to or better than the insurance coverage under the existing plan.

- B. The Board will provide and pay the full premium for the Prescription-Drug Program described as \$5 co-pay for generic drugs and \$20 co-pay for brand and mail-order drugs with contraceptives for each member and full family coverage, where applicable. The Board may substitute coverage once instituted with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- C. The Board will provide dental coverage through Horizon Dental with a maximum annual benefit of \$1,500.00. Furthermore, the Board will give each member their choice of single, husband/wife, parent/child and family coverage. The Association recognizes the right of the Board to change carriers as provided by law and contract.
- D. Prior to any change in either the medical or dental insurance carrier, the Board will:
  - 1. Provide the Association thirty (30) days notice of its consideration of a change in carrier

2. Provide the Association an additional forty-five (45) days to review the District's information containing the substantive and procedural terms of the proposed plan prior to its implementation.
- E. The Board will institute a rider to its present insurance program in order to provide members with coverage for personal property loss in the School District to a maximum of \$500.00 per loss per incident and a maximum of \$5,000.00 for any combined loss.
- F. The Board shall adopt and provide for each member a member assistance program which shall insure confidentiality of program participants, make reference to appropriate state or federal legislation (as well as any collective bargaining agreement language or Board of Education policy) and insure that participation in the program is voluntary and outline the encouragement of early identification of personal and/or job performance problems through self-referral and insure that participation in the program shall not jeopardize job security or promotional opportunities. The carrier is to be Organizational Resources provided by Community Mental Health Center of Rutgers Medical School. Applicable policies and procedures shall be determined by a joint committee composed of representatives of the Board and the Association.
- G. It is expressly understood and agreed that commencing upon the date of execution of this Agreement, the provisions of this Article XI shall only apply to those future members who shall regularly work 50% or more of the work week.
- H. Any employee may choose to waive his or her medical and/or dental benefit coverage on an annual basis and receive a monetary sum in lieu of benefit coverage by submitting a completed waiver form. An annual reimbursement up to \$3,500 (\$3,100-medical/\$400-dental) shall be issued to employees opting to waive full family insurance coverage. An annual reimbursement up to \$2,000 (\$1,850-medical/\$150-dental) shall be issued to employees opting to waive single insurance coverage. Participation in the program shall be subject to the following conditions:
1. The waiver form must be submitted to the Human Resources office by June 1<sup>st</sup>, and must be effective for the entire school year (July 1 – June 30). Each waiver will be effective for one year and must be renewed each year if a continued waiver is desired.
  2. An employee who has waived coverage, but later loses coverage in any alternate insurance plan in which he or she participated on or after he or she waived coverage, may resume coverage under the Board's plan subject to the rules and regulations of the insurance carrier. In such cases of emergency reentry, the reimbursement amount shall be prorated accordingly on a monthly basis.
  3. One-half of the annual reimbursement amount shall be issued to participating employees on the first pay period in January for the July 1 – Dec. 31 period, and the remaining one-half shall be issued on the first pay period in June for the Jan. 1 – June 30 period.
  4. A Section 125 plan will be established.
- I. All Board paid benefit coverage shall terminate effective the last date of eligibility for staff on leave and effective the official termination date for all employment separations.

**ARTICLE XII**  
**DEDUCTION FROM SALARY**

- A. Payroll deduction for membership in employee organizations shall be made in compliance with Chapter 310 of Public Laws, 1967, as amended and supplemented; the applicable sums so deducted shall be forwarded to the Association on or before the last day of the month during which such deductions are made.
- B. Any employee covered by this agreement who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. The applicable payroll deductions for such representation fees shall be forwarded to the Association on or before the last day of the month during which such deductions are made.

- C. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount not to exceed One Thousand Five Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee can not be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of each year (December 31) will be returned to the Board unless they are used within the following January 1 through March 15 “grace period” as set forth more particularly in the plan documents (said “grace period” shall exist so long as it is consistent with current Internal Revenue Service rules and regulations). The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal tax purposes in accordance with Section 125 laws.

**ARTICLE XIII**  
**SALARIES**

- A. The schedule of annual teachers’ salaries during the school years 2009-2010, 2010-2011, and 2011-2012 shall be as set forth in Schedule “A” and annexed hereto and made a part hereof, subject to the provisions of this Paragraph A of Article XIII.
1. An incumbent teacher will be granted immediate full adjustment on each level of the salary guide. Any newly-hired member beginning employment between July 1st and January 30th, shall advance one year of salary guide credit, if employed the next employment year. Any member beginning between February 1st and June 30th shall not advance to the next year of salary guide credit, but will be placed on the new guide at the same step.
  2. The Board may appoint a staff member no lower than step five (5) if that new employee has in excess of five (5) years of experience.
  3. Teachers with non-certified experience will be placed on the salary schedule by the Board of Education based upon the recommendation of the Superintendent, but that placement shall not exceed the numbers of years of such non-certified teaching experience.
  4. Each year of military service will be recognized as equivalent teaching experience in accordance with and subject to the maximum credit required by law.
  5. The Board may grant such credit for non-teaching experience as it may, in its sole discretion, determine to be appropriate. The Board reserves the right to grant up to three (3) additional steps on the salary guide in areas deemed to be critical need areas by the Superintendent.
  6. Teachers may duly elect to have ten percent (10%) of their gross monthly salary deducted from their pay for summer pay. The interest accrued to this account shall be paid to the Association’s Philanthropic Fund.
  7. Teachers with previous teaching experience in Montgomery Township shall upon return to the District receive full credit on the salary schedule for all outside teaching experience and for military experience up to a maximum of two (2) years.
  8. “Master’s Degree + 15” shall be defined as follows: A Master’s Degree from a state-recognized institution, plus 15 additional graduate credits; such additional credits must be on a graduate level and may include credits accumulated after receipt of a Bachelor’s Degree, except for credits accumulated during the program undertaken for the securing of said Master’s Degree. Credits may be counted although received during such program for the Master’s Degree if clearly not a part thereof.
  9. “Master’s Degree + 30” shall be defined as follows: A Master’s Degree from a state-recognized institution, plus 30 additional graduate credits; such additional credits must be on a graduate level and may include credits accumulated after receipt of a Bachelor’s Degree, except for credits accumulated during the program undertaken for the securing of said Master’s Degree. Credits may be counted although received during such program for the Master’s Degree if clearly not a part thereof.
  10. “Master’s Degree + 45” and “Master’s Degree + 60/Doctorate” shall be defined as follows: A Master’s Degree from a state-recognized institution, plus 45 or 60 additional graduate credits; such additional credits must have been on the

graduate level and may not be a part of the credits accumulated during the program undertaken for the securing of said Master's Degree. Credits may be counted although received during such program for the Master's Degree if clearly not a part thereof.

- 11. Certificated instructional staff who voluntarily perform instructional duties over the summer months shall be paid at a rate equal to Step 6, MA+30 of the Teacher's salary guide, divided by 186 and further divided by 6.5. All Teacher Instructional Assistants shall be paid at the rate of \$12 per hour for summer duties. Registered Nurses shall be paid at the rate of \$20 per hour for summer duties.
- B.
  - 1. Co-Curricular Salaries - Supervision of school-sponsored, organized activities in which students participate that are not part of the academic curriculum and are held outside of normal school hours is recognized as being outside of a teacher's contracted responsibilities.
  - 2. Co-Curricular positions and compensation and the method of calculation of compensation thereof for the school years 2009-2010, 2010-2011, and 2011-2012 shall be as set forth in "Schedule B" annexed hereto and made a part hereof.
- C. Members required by the Board to use their automobiles in the performance of school business shall be reimbursed at the NJOMB rate or any prevailing rate authorized by the State of New Jersey.
- D. Homebound and Supplementary Instruction will be compensated per the formula established on the respective Salary Schedule (see Schedule A, "Note").
- E. Full time teachers who miss a preparation period in order to cover a class shall be paid for said coverage at the rate of 1/1400 times Step 6 of the MA+30 Guide.
- F.
  - 1. Part-time members who are employed on a regular basis at the high/middle schools shall be paid a pro-rata fraction of their proper step and level on the salary guide and shall receive all rights and a pro-rata fraction of all benefits unless otherwise provided herein. \*\*All fractional salary computations shall be based on sixths (1/6ths) which shall include all full periods of student contact, whether those periods are instructional or duty in nature. Part-time members teaching more than two (2) periods will be entitled to a preparation period and will be encouraged to attend faculty or departmental meetings. If classes are not scheduled contiguously the following shall be followed:

	Periods		Sixths
1 class	1	=	1/6
2 classes	1-1	=	2/6
**(max. 2 periods)	1-gap-1	=	2+gap = 2/6
3 classes	2-gap-1	=	3+prep = 3/6
**(max. 4 periods)	1-gap-1-gap-1	=	3+gap = 4/6
	1-1-gap-gap-1	=	3+gap = 4/6
4 classes	1-1-prep-1-1	=	4/6
**(max. 5 periods)	1-1-gap-1-prep-1	=	4+gap = 5/6

Part-time employees teaching less than three (3) classes are not to be given duties.

Employees assigned to 5 periods of instruction, but no additional duties or instructional periods, while not a full-time employee, will be considered full-time for the purpose of salary and shall be entitled to full benefits.

- 2. Part-time members who are employed on a regular basis at the elementary schools shall be paid a pro-rata fraction of their proper step and level on the salary guide and shall receive all rights and a pro-rata fraction of all benefits unless

otherwise provided herein. All fractional salary computations shall be based on time with respect to the six and one-fourth (6 and 1/4) hour day. Part-time members teaching more than one and one-half (1 and ½) hours will be entitled to a preparation period and will be encouraged to attend faculty and departmental meetings.

3. Schedules and contracts for part-time members will be reviewed with the members and the Association prior to the beginning of the school year.
  4. Compensation for extra class coverage at any school will be based upon .214 times the daily substitute rate. Compensation for extra class teaching, with the member holding certification in the respective subject area, will be based upon 1/1400th of the member's contractual salary per period. A period is defined as the greater of either forty (40) minutes or the length of a standard high school class period.
- G. Replacement teachers of ninety-one (91) days or longer shall be treated as a full contracted teacher covered by all provisions of this Agreement. Replacement teachers:
1. Shall be placed on the salary guide in accordance with Article XIII, A.2;
  2. May accrue and carry over sick days and personal days earned during their employment; and
  3. Shall be entitled to full representation by the Association.

**ARTICLE XIV**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. All revenue from existing vending machines in the faculty lounges will go to the Association, which will have the responsibility to pay all costs of installation, maintenance, and operation of such machines.
- B. The Association and its representatives shall have the privilege of using the school buildings at all reasonable hours for meetings, subject to the approval of the building principal.
- C. The Association shall have the privilege of using the inter-school mail facilities and school mail boxes, subject to prior notice by the Association with approval of the Superintendent.
- D. Whenever any employee covered by this agreement participates during stated working hours in negotiations, grievance proceedings, conferences, or meetings, when jointly agreed to by the Board or its representatives and the Association, such employee shall suffer no loss in pay.
- E. The President of the Association shall be afforded the opportunity to address new teachers at the beginning of the school year during the orientation program.
- F. The rights and privileges granted to the Association in this Agreement are granted only to the Association as the exclusive representative of the employees covered by this agreement and are not intended as a grant of any such rights and privileges to any other organization.
- G. The Board agrees to furnish to the Association a current roster of certificated personnel, one copy of agenda and minutes of public meetings as duplicated and distributed to Board members and the County Superintendent of Schools, and one copy of names and addresses of all employees covered by this agreement.
- H. The regular monthly meeting of the Association shall be held on the second Monday of the month. No meeting of the faculty which would conflict with a regularly scheduled meeting of the Association shall be held without prior approval of the Superintendent. The Association shall meet with the Board (or its designee) before the end of the school year to review the calendar and if the regular meeting of the Association conflicts with a school holiday, it will be rescheduled to another day that month.
- I. President Release Time:
  1. The Association President shall be granted release time from his/her duties according to the provisions outlined in this Article. On or before March 1<sup>st</sup>, the Association shall notify the Board of its selection of option A, B or C below. The

President shall remain on staff as an employee of the district and receive the full complement of sick leave, personal days and guide movement and all other terms and conditions as provided in the collective bargaining agreement. The Board shall provide health insurance coverage to the MTEA President during release leaves as stipulated under Article XI. The MTEA shall reimburse the Board for the President's salary during any partial or full release periods.

- (a) The Board shall grant full-time leave to the Association President for the term of office in the upcoming school year.
  - i. The Association shall reimburse the Board for the full salary of the President.
  - ii. Upon return from approved leave, the Board shall reinstate the President into a comparable position within the same job category or teacher certification area held prior to the leave. The Board does not guarantee reinstatement to the same assignment held prior to the leave.
- (b) The President may request a partial release from duties for the term of office. The Superintendent and President shall agree to mutually acceptable arrangements for the part-time schedule.
  - i. The Association shall reimburse the Board for the release portion of the President's salary during the partial leave period.
  - ii. Upon return from approved leave, the Board shall reinstate the President into a comparable position within the same job category or teacher certification area held prior to the leave. The Board does not guarantee reinstatement to the same assignment held prior to the leave.
- (c) The Board may grant up to fifteen (15) release days to the President for the purpose of conducting Association business. Release days must be pre-approved by the Superintendent or designee. A minimum of five (5) days advance notice must be provided for Presidential release days.

**ARTICLE XV**  
**SCHOOL CALENDAR**

- A. The Association shall submit recommendations for the school calendar to the Superintendent prior to the calendar's presentation to and adoption by the Board.
- B. Mandatory meetings will be limited to two Mondays per month. Faculty members shall not be required to remain at meetings for more than 90 minutes. The second Monday of each month shall be reserved for MTEA meetings. If such a regular meeting conflicts with a one day school holiday, it may be rescheduled to another day that month. Faculty members participating in curricular or co-curricular activities on the day on which the meeting is rescheduled will be excused from said meeting.

**ARTICLE XVI**  
**SUCCESSOR AGREEMENT**

This Agreement shall be binding upon the Board and the Association for the period beginning July 1, 2009 and until June 30, 2012. It shall not be extended orally and it is expressly understood that it shall expire on June 30, 2012, unless such date is extended by mutual agreement. Both parties shall begin negotiations with respect to a successor agreement no later than November 15, 2011.

**ARTICLE XVII**  
**TEACHER EMPLOYMENT CONTRACT**

The Board will include in any contract submitted to a teacher, the name of the school to which it is expected the teacher will be assigned and the salary for the year, if known; provided, however, that the school assignment may be changed subsequently by the Board due to change in circumstances or other reason.

All certificated staff must provide ninety (90) day's advance notice to terminate their employment contract and this provision applies reciprocally to the Board. The ninety-day (90) notice requirement does not apply to staff non-renewed by the district.

**ARTICLE XVIII**  
**MANAGEMENT RIGHTS**

- A. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.
- B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof as in accordance with the Constitution and Laws of the State of New Jersey and of the United States.

**ARTICLE XIX**  
**TUITION REIMBURSEMENT**

A full time teacher pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses taken after July 1, 1978 and under the following conditions:

- A. Only graduate course credits bearing a direct relation to the teacher's then current assignment will be reimbursed. Course credits in the following subject matter areas will not be reimbursable:
  - 1. Administrative or supervisory courses;
  - 2. Courses required for certification.

The final determination of whether a course bears a direct relation to the teacher's then current assignment or falls within the subject matter areas delineated in (a) through (c) above will be made by the Superintendent, and his/her determination will not be subject to the grievance procedure. It is understood that the Superintendent may recommend to the Board for its approval graduate courses outside a teacher's current assignment. Requests for reimbursement beyond current assignment but within certified areas will not be unreasonably denied.

- B. Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript.
- C. Each applicant is limited to a maximum of nine (9) credit hours per school year.
- D. All courses must be taken at an accredited college or university, as recognized by the New Jersey State Department of Education.
- E. In order to receive reimbursement, the applicant must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the Spring or Summer Term of any given year must have been granted and accepted an employment contract for the following year.
- F. The amount of the reimbursement will be subject to the following limitations:
  - 1. The reimbursement for courses taken at other than New Jersey State Colleges/Universities is established at the average of the highest and lowest New Jersey State Colleges/Universities graduate course rate at the time the application is submitted.
  - 2. Tuition charges for courses taken at New Jersey State Colleges/Universities will be reimbursed at the actual tuition rate.
  - 3. New Jersey State Colleges/Universities shall not include Rutgers, University of Medicine and Dentistry or the New Jersey Institute of Technology.
- G. The maximum liability to the Board of Education shall be \$130,000 in each year of this agreement. Amounts not expended in one fiscal year shall not be added to money available in the following year. If the cap for tuition reimbursement is insufficient in any fiscal year to meet the demands of all applicants, the following guidelines shall apply:

1. Tuition reimbursement for the FIRST COURSE taken by any qualified teacher in a fiscal year shall be reimbursed in full at the current New Jersey State College/University rate.
  2. Reimbursement for additional courses shall be taken from the balance of funds after all FIRST COURSE reimbursement has been made.
  3. Reimbursement for any additional courses taken by any one teacher during one fiscal year shall be based upon a pro rata percentage of the total number of credits, not including FIRST COURSE credits, taken by all other qualified teachers during that fiscal year.
  4. The Association shall be notified in the event that one-half of the available funds have been expended by December 30<sup>th</sup> of any fiscal year.
- H. The applicant, at the start of the course, must have served two (2) full years of employment in the Montgomery Township School District to be eligible.
- I. Applications and requests are to be submitted to the Superintendent for recommendation to the Board and be approved before enrolling for course work. The following application deadline dates apply:
1. June 30 for summer school courses;
  2. September 30 for fall semester courses;
  3. January 31 for spring semester courses.
- J. Payment for first courses will be made within ten (10) days after the Board's regular business meeting where documentation is reviewed, provided documentation is received by the Superintendent no less than fifteen (15) working days prior to the regular business meeting. The above reference to fifteen (15) working days means working days for the Administration Offices. Payment for any additional course work shall be in accordance with subsection G.2 and G.3 of this Article. Payment shall be made no later than April 1st.
- K. Support staff members listed under Articles X, XX and XXI are eligible to participate in the tuition reimbursement program. The terms and conditions listed under sections B through J above shall apply to support staff members as well. Additionally, the following eligibility limitations shall apply to all coursework:
1. Undergraduate level courses required as part of an accredited teacher certification program are eligible for tuition reimbursement subject to all other limitations as listed in this Article.
  2. Staff members must be enrolled as a matriculating student in an accredited teacher certification program for undergraduate courses to qualify for tuition reimbursement.
  3. Graduate level courses that are part of an accredited teacher certification program are eligible for tuition reimbursement subject to all other limitations as listed under this Article.

## ARTICLE XX

### EDUCATIONAL SUPPORT ASSISTANTS, TEACHER INSTRUCTIONAL ASSISTANTS AND REGISTERED NURSES

- A. It is expressly understood that except for the provisions of this Article and the provisions of Articles I, II, III, V (with the exception of A-5), VI, XI, XII and XIX (subsection "K"), the remaining provisions of this Agreement are not applicable to Educational Support Assistants, Teacher Instructional Assistants and Registered Nurses .
- B. Salary guides for Educational Support Assistants, Teacher Instructional Assistants and Registered Nurses are listed in Schedule "C-1" and "C-2". The Board reserves the right to withhold increment for cause.
- C. 1. The workday for Educational Support Assistants is six hours and 15 minutes. The work year for Educational Support Assistants is 180 days

2. The workday for Teacher Instructional Assistants and Registered Nurses shall match the teacher workday for the building/school of assignment. The work year for Teacher Instructional Assistants and Registered Nurses is 180 days.
  3. All full time Educational Support Assistants, Teacher Instructional Assistants and Registered Nurses shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that date.
  4. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- D. Time in addition to the forty (40) hour week shall be at the discretion of the Superintendent or his/her designee and shall be compensated at time and one-half.
- E. Certified Teacher Instructional Assistants holding either a NJ county substitute certificate or a NJ teaching certificate shall receive a daily stipend of \$40 per full day for performing as the substitute teacher in the classroom.
- F. No employee shall be arbitrarily or capriciously disciplined or reduced in compensation.

**ARTICLE XXI**  
**CUSTODIAL AND MAINTENANCE**

- A. It is expressly understood that except for the provisions of this Article and the provisions of Article I, II, III, VI (Paragraph E), Article XI, XII, and XIX (Subsection "K") the remaining provisions of this Agreement are not applicable to Custodial and Maintenance/Grounds Employees.
- B. Seniority:
1. All members are hired on a fixed term, one year contract basis.
  2. Seniority for the purpose of this Article shall be based upon a member's most recent continuous length of service with the Board.
  3. A member's seniority shall cease and his/her member status shall terminate for any of the following reasons:
    - (a) Resignation or retirement.
    - (b) Continuous layoff for a period exceeding six (6) months.
    - (c) Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the supervisor or designee of a reason for such absence deemed acceptable by the supervisor or designee in the exercise of his/her discretion.
    - (d) Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused in advance by the Superintendent or designee.
    - (e) Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.
    - (f) Falsification of sign-in or sign-out record.
  4. If the Board determines in the exercise of its managerial prerogative to reduce the number of members in any particular job title, the member or members in such job title with the least seniority shall be laid off first, without regard to the school buildings to which members are assigned.

C. Hours of Work:

1. The normal work week shall consist of five (5) consecutive days and shall consist of eight (8) hours per day, with the following options:
  - (a) Monday – Friday shift
  - (b) Tuesday – Saturday shift. Staff assigned to this schedule will receive a \$25 daily stipend for each Saturday worked.
2. The process for assigning staff to the Tues.-Sat. shift shall be as follows:
  - (a) Ask for volunteer requests first.
  - (b) If there are no volunteers, reassignments will be determined by selecting the least senior staff member on the seniority list.
3. The normal work day assignment for Assistant Custodians and Custodians during the school year (September through June) shall be one of the following four (4) schedules:
  - (a) First Shift: 7:00 A.M. to 3:30 P.M., with one-half hour for lunch.
  - (b) Swing Shift: 11:00 A.M. to 7:00 P.M., with one-half hour for lunch.
  - (c) Second Shift: 3:00 P.M. to 11:00 P.M., with one-half hour for dinner.
  - (d) Third Shift: 5:00 P.M. to 1:00 A.M., with one-half hour for dinner.
4. The normal work day for Ten-Month Custodians shall be 7:00 A.M. to 3:30 P.M., with one-half hour for lunch and two (2) hours at the Board Office.
5. The normal work day during the summer (July and August) for Assistant Custodians and Custodians shall be 7:00 A.M. to 3:00 P.M., with one-half hour for lunch.
6. Maintenance and grounds personnel shall commence work at 7:00 A.M. and end at 3:30 P.M., with one-half hour for lunch. During the summer, maintenance and grounds personnel shall have the same schedule as the custodians, set forth above.
7. The Superintendent or designee may alter the normal hours at his/her discretion when unusual circumstances warrant such change.
8. All custodial and maintenance staff must report to work on emergency closing days. Pay on such days shall be at time and one-half the employee's regular rate for the full 24-hour period.
9. All members shall sign in at the actual time of arrival on the job and sign out at the actual time of departure from the job. No other member may sign in or out for another member.
10. There shall be an allowance of two (2) fifteen (15) minute refreshment breaks for first shift custodians at a time approximately midway between the starting time and lunch hour and approximately midway between the lunch hour and quitting time. These breaks shall be taken at the building in which the member is currently working. There shall be no break for the second shift, other than the dinner break.
11. Each member shall be allowed ten (10) minutes of cleanup time before his/her tour of duty ends.

D. Overtime and Substitutes:

1. All hours worked in excess of forty (40) hours in any one week shall be paid at an overtime rate of one and one half (1½) the member's regular hourly rate. Holidays, personal days, vacation days, and sick days shall be included in the calculation of the forty (40) hour work week for overtime purposes.

2. Pay for overtime work on Sundays will be double time. For overtime work performed on holidays and vacations members shall be paid double time in addition to their regular hourly rate.
3. Overtime assignments at each school shall generally be offered in accordance with seniority lists, which shall be posted in clear view in each building. The lists shall set forth the names of the members at each particular school in order of their seniority. The lists shall also contain the dates of the overtime assignment, hours offered, and whether or not it is accepted. There shall be two (2) seniority overtime lists at each building, one for weekday overtime and one for weekend and holiday overtime which shall be identical as far as names are concerned. The first overtime assignment at any particular location shall be assigned to the most senior member on the seniority list for that location. If the most senior member is unable to accept the overtime assignment, the next most senior member shall have the opportunity to accept that assignment. Overtime assignments will proceed down each seniority list. If a member to whom an overtime assignment has been offered is unable or unwilling to accept that assignment, he/she will not be offered any other overtime assignment on that list until his/her turn is reached again. A pass over on the weekday list does not constitute a pass over on the weekend/holiday list. When the boilers are in use, only those individuals holding a valid black seal license shall be eligible to work overtime at times when only one (1) person is required for the work involved.
4. Maintenance/Grounds employees shall be placed on building lists for custodial overtime. Four (4) Maintenance/Grounds employees shall be on the high school list, two (2) shall be placed on the list for Orchard Hill School and two (2) shall be placed on the list for Village Elementary School.
5. Any member who will be on vacation during any part of the week preceding the need for weekend overtime work, shall indicate on his/her vacation request form, that he/she wants to be offered Saturday or Sunday, A.M. or P.M., or both, overtime assignments. Such indication shall obligate the member to accepting and performing any subsequently offered overtime work, upon notification by the individual's supervisor (or his/her designee) of the overtime's availability. The supervisor or designee agrees to attempt notification on the day the assignment is given by telephoning the member's home or at an alternate telephone number indicated on the request form. If notification has not been offered by the aforesaid telephonic endeavor, the member must call the supervisor or designee by 11:00 A.M. on the Friday before the weekend overtime involved, to obtain such notification. Failure to communicate as indicated will entitle the supervisor or designee to reassign the overtime pursuant to the existing overtime seniority list.
6. Substitute custodians can be employed by the Board at any time. However, normally the existing staff shall be used on an overtime basis to respond to alarms and cover the building during pupil extra-curricular and community activities.

E. Alarm Calls:

A member called in for an alarm call shall be paid a minimum of two (2) hours for each hour on the job, but under no circumstances shall the member be paid for less than one (1) hour.

F. Evaluations:

The following evaluations procedure shall be followed:

1. The Building Principals shall evaluate the custodians. The Supervisor of Buildings and Grounds, Custodial Supervisor and the Head Custodians may also provide input as to the performance of custodians based upon direct and observable information. The Supervisor of Buildings and Grounds shall evaluate the maintenance and grounds personnel. In all cases, the Board Secretary/School Business Administrator may perform evaluations.
2. All personnel will be evaluated twice during the school year as follows:
  - (a) 1st evaluation period: July - December
  - (b) 2nd evaluation period: January - June
3. A copy of each evaluation report on a member shall be given to the member evaluated. The member shall sign the Board's copy, which is only to acknowledge receipt of the report.
4. In individual cases, a member may be evaluated as many times in a school year, at the discretion of the Superintendent or designee, as may be deemed necessary.

5. In determining whether a member should be offered a contract for the next year, the evaluations and all other relevant information may be considered by the Board and its Administrative Staff.

G. Vacations:

1. Members shall be allowed one (1) vacation day for each month employed from the date of employment to July 1st, with a maximum of ten (10) days. After the first year, the schedule will be as follows:
  - (a) Less than seven (7) years by July 1st - ten (10) days.
  - (b) More than seven (7) years and less than twelve (12) years by July 1st - fifteen (15) days.
  - (c) After completion of twelve (12) years or more by July 1st - twenty (20) days.
2. Vacation time-off during the school year may only be taken under the following conditions:
  - (a) Must be specifically approved by the supervisor or designee and Superintendent or designee.
  - (b) There shall be sufficient staffing during the absence of the vacationing member.
  - (c) Vacations before or after a scheduled holiday shall require the specific approval of the Superintendent or designee.
3. Seniority shall prevail in the selection of vacation time off. When practical, vacations shall normally be taken during the months of July, August and school recess periods.
4. Vacation days may not be accumulated for use in a following year.
5. All vacation schedules shall be submitted by the respective supervisor or designee for all personnel under his/her charge to the Business Office by May 1st of each year.
6. Three years of service must have been obtained prior to a member's resignation or retirement before he/she may receive compensation for earned vacation days. Additionally, the member must retire or resign after April 1st to receive full vacation allowance.

H. Holidays:

1. Members shall be entitled to sixteen (16) paid holidays each school year. Generally, the holidays shall be as follows, contingent on the school calendar:

Independence Day	New Year's Eve
Labor Day	New Year's Day
2 NJEA Days	Martin Luther King Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Good Friday
Christmas Eve	Monday after Easter
Christmas Day	Memorial Day
Day after Christmas	
2. If any of the above holidays fall on a school day for students or other work day for teachers, the rescheduling of the day off will be determined at the discretion of the Superintendent or designee on or about the time that the school calendar is approved by the Board.
3. Should a holiday fall on a Saturday, it will be taken on the preceding Friday and should it fall on a Sunday, it will be taken on the following Monday.

I. Sick Leave:

1. All members, except ten (10) month custodians, shall be eligible for sick leave with pay for twelve (12) school days in any school year. Ten (10) month custodians shall be entitled to ten (10) sick days. If any member utilizes in any school year fewer than the specified number of days of sick leave allowed with pay, all unused sick days shall be cumulative, to be used for additional sick leave as may be necessary in subsequent years of active service with the Board. Staff members shall be credited with their annual allotment of sick days upon commencement of their contract year. Staff members employed for less than the full year shall be credited with sick days on a prorated basis.
2. If a custodial member is ill and will be absent, the Head Custodian must be called immediately. If the Head Custodian cannot be reached, the supervisor or designee will be notified and assistance will be secured through the Supervisor of Buildings and Grounds. If a maintenance or grounds member is ill and will be absent, the Supervisor of Buildings and Grounds must be called immediately. Failure to give such notification may cause a dock slip for that day.
3. If a member remains on the job for up to five (5) hours and twenty (20) minutes (2/3 of day) then leaves because of illness, credit for actual time worked will be given. If the member works beyond five (5) hours and twenty (20) minutes, credit for a full day will be given.
4. A member absent for personal illness for more days than he/she is allowed under this Paragraph I shall be subject to a deduction of a full day's pay for each day's absence. A full day's pay is defined as 1/20 of the monthly base salary.
5. Absences for sickness beyond three (3) consecutive days shall be certified by a physician if a deduction in salary is to be avoided. Certification by a doctor may be required by the Superintendent or designee if a member's attendance pattern is questionable.
6. Each member shall be entitled, upon retirement for service and age or disability from PERS, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement. Such supplemental compensation payment shall be computed at the rate of one (1) day's pay for each four (4) days of earned and unused accumulated sick leave based on 1/20 of a member's monthly base salary at the time of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$4,750. Notice of intention to claim such supplemental compensation must be made in writing to the Board on or before December 1st of the school year prior to the school year in which the retirement becomes effective. In the event a member fails to give notice by such December 1st date, the Board may defer payment of all or part of the benefit to the school year following the retirement.

J. Fringe Benefits:

1. A physical exam at the Board's expense by a school physician will be required of every new custodial and maintenance member.
2. A police check and fingerprinting will be required of every new custodial and maintenance employee.
3. Once a member has completed ninety (90) days of work, two (2) sets of work clothes shall be purchased. Therefore, the Board shall provide five (5) sets of work clothes per custodial member annually and five (5) sets of work clothes per maintenance and grounds member annually. Each set of work clothes shall consist of a pair of trousers and a shirt. The Board shall also provide a cold weather jacket for all custodial, grounds, and maintenance members and shall further provide foul weather outer wear for all custodial, grounds and maintenance members, as needed, to assist in the successful, safe, and healthy performance of their duties. Each member shall maintain such work clothes in a suitable and presentable condition.
4. Members shall wear their work clothes at all times when on the job during the school year. During the summer months, the Board shall provide four (4) short sleeve uniform shirts to be worn in lieu of the winter shirt. These will be "tee" shirts subject to O.S.H.A. requirements.
5. Each member will be provided one pair of work shoes as needed to assist in the successful and safe performance of his/her work. Representatives of the Association will meet with the Business Administrator or designee to identify a specific model work shoe.

K. Resignation/Dismissal:

1. To resign in good standing, a member must give at least thirty (30) days written notice to the Board, or such shorter notice as may be approved by the Board in its discretion in a specific case.
2. The Superintendent or designee may suspend any member from employment pending a recommendation to the Board that he/she be terminated. If the suspension is the result of criminal indictment, the suspension shall be without pay; otherwise the suspension shall be with pay.
3. The Board may terminate the contract of any member on thirty (30) days written notice. It shall be optional with the Board whether or not the member shall continue to perform his/her duties during the period between the giving of the notice and the effective date of termination.

L. Transfers:

An involuntary transfer or reassignment shall be made only after written notification thereof to the member involved and after a meeting between such member and supervisor, at which time the member shall be notified of the reason thereof in writing. In the event a member objects to the transfer or reassignment at this meeting, upon request of the member, the Superintendent or designee will meet with him/her. The decision of the Superintendent or designee shall be final and in writing and shall not be subject to the grievance procedure, except as provided otherwise in P.L. 1989, Chapter 269.

M. Management Rights:

In addition to the general statement of management rights set forth in Article XVIII of this Agreement, the following additional provisions shall apply with regard to the members covered by this Article XXI. The Board reserves to itself the sole authority to hire, promote, transfer, assign and retain members in positions in the school district; to suspend, demote, discharge or take other disciplinary action against members in appropriate cases; to relieve members from duty because of lack of work or for other legitimate reasons; and to determine the methods, means and personnel to carry out the operations of the school district. Additionally, the Board shall be free to hire new members and will be solely responsible for the selection. New members will be hired on a sixty (60) day probationary basis during which time the probationary member may be discharged, upon 24 hours notice, at the sole discretion of the Board.

N. Inclusion:

Insurance protection, maternity leave, military leave, public service leave and child rearing leave shall be the same as that for professional members.

O. Salary:

1. The salary schedules for members covered by this Article XXI for school years 2009-2010, 2010-2011 and 2011-2012 are listed on Schedule "D". The granting of increases and guide increments is contingent upon evaluation of job performance and is not automatic. Any member beginning employment between July 1st and December 31st, shall advance one step, if employed the next employment year, on his/her respective salary guides provided his/her job performance evaluation warrants such advance. Any member beginning between January 1st and June 30th shall not advance to the next step on his/her respective salary guide, but will be placed on the same step of the new guide.
2. All Assistant Custodians appointed after July 1, 1986 shall acquire a New Jersey State License as a qualified fireman (Black Seal) within two (2) years of their date of employment as a condition of continued employment. Requests for exception to this requirement and requests for additional reimbursement for courses leading to a Black Seal license will be considered on a case-by-case basis by the Superintendent or designee whose determination shall not be subject to appeal. The initial cost and annual renewal fee for the Black Seal license shall be paid by the Board for the duration of employment.
3. The swing, second, and third shifts shall receive a salary differential as described in Schedule "D" to be paid on a prorated basis if the assignment is one month or more.

4. All members shall be paid their base pay semi-monthly in accordance with all scheduled pay dates of all other employees of the Board. All overtime pay, if any, shall be paid on the supplemental payroll following the month in which the wages were earned.
  5. If a current member works for one full calendar year (July 1st to June 30th) and does not use any sick-leave time, he/she will receive a bonus of \$500.00 payable within 45 days of completion of such calendar year. This bonus will be prorated as follows:
    - (a) Use of 1 sick day: payment of \$300
    - (b) Use of 2 sick days: payment of \$200
    - (c) Use of 3 sick days: payment of \$100
  6. If a current custodial or maintenance member brings someone in as a new custodial or maintenance member and if the new member remains in the employ of the Board for twelve months and additionally signs a contract for another year, then the sponsoring member shall be paid a bonus of \$1,000.00 payable within 45 days after the new member signs a contract for another school year as stated above.
- P. No employee shall be arbitrarily or capriciously disciplined or reduced in compensation.

**ARTICLE XXII**  
**MENTOR TEACHER AGREEMENT**

- A. An annual stipend of \$550 will be paid to mentor teachers who provide mentoring services to a traditional route novice teacher.
- B. An annual stipend of \$1,000 is paid for mentoring alternate route candidates who require the four (4) week intensive mentoring in addition to the thirty (30) week mentoring experience (\$450 for the intensive mentoring and \$550 for the thirty (30) week mentoring).
- C. An annual stipend of \$550 will be paid to mentor teachers of alternate route teachers who have completed a clinical program (such as New Pathways) and do not require the four (4) week intensive mentoring.
- D. All mentor teacher stipends are payable on a per novice teacher basis.
- E. If two or more mentor teachers provide mentoring services for the same novice teacher, the stipend amounts listed above will be divided proportionately amongst all individuals involved.
- F. Vacancy announcements for Teacher Mentor positions shall be posted at all designated locations throughout the district, as positions become available.
- G. All novice teachers, including special education teachers, will be required to pay for initial mentoring fees (\$550 -Traditional and Alternate Route requiring thirty (30) week mentoring and \$1,000 for Alternate Route requiring an additional four (4) week intensive training). Any staff member who is continuously employed for three (3) full academic years shall be reimbursed for all prepaid mentoring costs on the final pay period in June of their third year. Should an individual's position be eliminated due to a reduction in force, the individual will be reimbursed for all prepaid mentoring fees. Should a staff member separate from the district for any other reason, the district's obligation to reimburse for mentoring fees shall be waived in full.
- H. If a mentor teacher performs mentoring services for less than the entire school year, the annual stipend shall be divided proportionately amongst all mentors who provided mentoring services to the novice teacher.

**ARTICLE XXIII**  
**MISCELLANEOUS**

- A. If any provision of this Agreement or any application of this Agreement to any member or group of members 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 teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- D. This Agreement may be modified in whole or in part by the parties only by an instrument in writing duly executed by both parties.
- E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms and conditions of employment existing prior to its effective date.
- F. 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 by written notice to the following addresses:
  - 1. If by the Association, to:
 

The Board of Education of the Township of Montgomery,  
1014 Route 601  
Skillman, New Jersey 08558-9406.
  - 2. If by the Board, to:
 

Montgomery Township Education Association, Inc.  
c/o The President thereof at his/her home address.
- G. The cost of printing this Agreement shall be borne jointly by the Board and the Association.
- H. All new employees covered by this Agreement shall receive a printed copy of this Contract within thirty (30) days of their hire.
- I. Travel Time

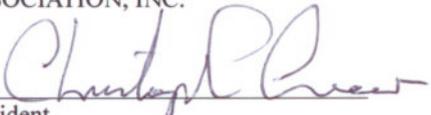
Representatives of the District and the Association shall use the following matrix for the amount of travel time allotted between each building in the District:

HS – UMS	25 Minutes
HS – LMS	25 Minutes
HS – OHES	25 Minutes
HS – VES	20 Minutes
UMS – LMS	15 Minutes
UMS – OHES	20 Minutes
UMS – VES	20 Minutes
LMS – OHES	15 Minutes
LMS – VES	20 Minutes
VES – OHES	15 Minutes
- J. Notification Prior to Privatization

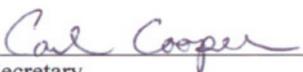
The Board shall notify the Association at least sixty (60) days in advance of any action to privatize work currently performed by members of the bargaining unit.
- K. Meetings of the Districts’ professional development committee shall, in addition to other times, meet on two one-half days during the district’s in-service days.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

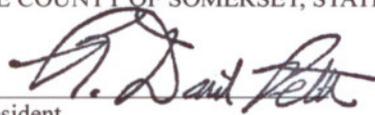
MONTGOMERY TOWNSHIP EDUCATION  
ASSOCIATION, INC.

By   
President

ATTEST:

  
Secretary

BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY  
IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY

By   
President

ATTEST:

  
Secretary

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "A"**  
**2009-2010 TEACHER'S SALARY GUIDE**

Step	BA	MA	MA+15	MA+30	MA+45	MA+60/DOC
1	\$51,190	\$56,790	\$58,890	\$60,990	\$63,090	\$65,190
2-3	\$51,335	\$56,935	\$59,035	\$61,135	\$63,235	\$65,335
4-5	\$51,480	\$57,080	\$59,180	\$61,280	\$63,380	\$65,480
6-7	\$52,230	\$57,830	\$59,930	\$62,030	\$64,130	\$66,230
8-9	\$53,730	\$59,330	\$61,430	\$63,530	\$65,630	\$67,730
10-11	\$55,530	\$61,130	\$63,230	\$65,330	\$67,430	\$69,530
12-13	\$58,010	\$63,610	\$65,710	\$67,810	\$69,910	\$72,010
14	\$60,590	\$66,190	\$68,290	\$70,390	\$72,490	\$74,590
15	\$63,270	\$68,870	\$70,970	\$73,070	\$75,170	\$77,270
16	\$66,050	\$71,650	\$73,750	\$75,850	\$77,950	\$80,050
17	\$68,930	\$74,530	\$76,630	\$78,730	\$80,830	\$82,930
18	\$71,910	\$77,510	\$79,610	\$81,710	\$83,810	\$85,910
19	\$74,990	\$80,590	\$82,690	\$84,790	\$86,890	\$88,990
20	\$78,170	\$83,770	\$85,870	\$87,970	\$90,070	\$92,170

**NOTE: Homebound and Supplementary Instruction** will be compensated at a rate equal to the Step 6, MA+30 salary divided by 186 and further divided by 6.5. Pay for **Curriculum Writing** shall be \$30 per hour for the duration of this contract. Pay for **Staff Development** shall be \$20 per hour for the duration of this contract. To qualify for extra pay, these activities must be held beyond the normal scheduled school day and/or outside the normal scheduled school year. Pay for **Class Coverage** during an individual's "prep" time shall be equal to one fourteen-hundredth (1/1400) of the Step 6, MA+30 salary.

**SCHEDULE "A"**  
**2010-2011 TEACHER'S SALARY GUIDE**

Step	B.A.	M.A.	M.A. +15	M.A. +30	MA. +45	MA. +60/Doc.
1	\$52,270	\$57,870	\$59,970	\$62,070	\$64,170	\$66,270
2	\$52,415	\$58,015	\$60,115	\$62,215	\$64,315	\$66,415
3-4	\$52,560	\$58,160	\$60,260	\$62,360	\$64,460	\$66,560
5-6	\$53,310	\$58,910	\$61,010	\$63,110	\$65,210	\$67,310
7-8	\$54,810	\$60,410	\$62,510	\$64,610	\$66,710	\$68,810
9-10	\$56,610	\$62,210	\$64,310	\$66,410	\$68,510	\$70,610
11-12	\$59,105	\$64,705	\$66,805	\$68,905	\$71,005	\$73,105
13-14	\$61,700	\$67,300	\$69,400	\$71,500	\$73,600	\$75,700
15	\$64,395	\$69,995	\$72,095	\$74,195	\$76,295	\$78,395
16	\$67,190	\$72,790	\$74,890	\$76,990	\$79,090	\$81,190
17	\$70,085	\$75,685	\$77,785	\$79,885	\$81,985	\$84,085
18	\$73,080	\$78,680	\$80,780	\$82,880	\$84,980	\$87,080
19	\$76,175	\$81,775	\$83,875	\$85,975	\$88,075	\$90,175
20	\$79,370	\$84,970	\$87,070	\$89,170	\$91,270	\$93,370

**NOTE: Homebound and Supplementary Instruction** will be compensated at a rate equal to the Step 6, MA+30 salary divided by 186 and further divided by 6.5. Pay for **Curriculum Writing** shall be \$30 per hour for the duration of this contract. Pay for **Staff Development** shall be \$20 per hour for the duration of this contract. To qualify for extra pay, these activities must be held beyond the normal scheduled school day and/or outside the normal scheduled school year. Pay for **Class Coverage** during an individual's "prep" time shall be equal to one fourteen-hundredth (1/1400) of the Step 6, MA+30 salary.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "A"**  
**2011-2012 TEACHER'S SALARY GUIDE**

<b>Step</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A. +15</b>	<b>M.A. +30</b>	<b>MA. +45</b>	<b>MA. +60/Doc.</b>
<b>1</b>	\$53,360	\$58,960	\$61,060	\$63,160	\$65,260	\$67,360
<b>2</b>	\$53,610	\$59,210	\$61,310	\$63,410	\$65,510	\$67,610
<b>3</b>	\$53,860	\$59,460	\$61,560	\$63,660	\$65,760	\$67,860
<b>4-5</b>	\$54,110	\$59,710	\$61,810	\$63,910	\$66,010	\$68,110
<b>6-7</b>	\$55,610	\$61,210	\$63,310	\$65,410	\$67,510	\$69,610
<b>8-9</b>	\$57,410	\$63,010	\$65,110	\$67,210	\$69,310	\$71,410
<b>10-11</b>	\$59,955	\$65,555	\$67,655	\$69,755	\$71,855	\$73,955
<b>12-13</b>	\$62,600	\$68,200	\$70,300	\$72,400	\$74,500	\$76,600
<b>14-15</b>	\$65,345	\$70,945	\$73,045	\$75,145	\$77,245	\$79,345
<b>16</b>	\$68,190	\$73,790	\$75,890	\$77,990	\$80,090	\$82,190
<b>17</b>	\$71,135	\$76,735	\$78,835	\$80,935	\$83,035	\$85,135
<b>18</b>	\$74,180	\$79,780	\$81,880	\$83,980	\$86,080	\$88,180
<b>19</b>	\$77,325	\$82,925	\$85,025	\$87,125	\$89,225	\$91,325
<b>20</b>	\$80,570	\$86,170	\$88,270	\$90,370	\$92,470	\$94,570

**NOTE: Homebound and Supplementary Instruction** will be compensated at a rate equal to the Step 6, MA+30 salary divided by 186 and further divided by 6.5. Pay for **Curriculum Writing** shall be \$30 per hour for the duration of this contract. Pay for **Staff Development** shall be \$20 per hour for the duration of this contract. To qualify for extra pay, these activities must be held beyond the normal scheduled school day and/or outside the normal scheduled school year. Pay for **Class Coverage** during an individual's "prep" time shall be equal to one fourteen-hundredth (1/1400) of the Step 6, MA+30 salary.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "B"**  
**CO-CURRICULAR SALARY GUIDE 2009-2012**

<b>Co-Curricular Position</b>	<b>Loc.</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
District Registrar	District	\$4,132	\$4,132	\$4,132
Nurse Team Leader	District	\$2,665	\$2,665	\$2,749
Academic League	MHS	\$2,328	\$2,328	\$2,328
Advisor, Freshman Class	MHS	\$3,340	\$3,340	\$3,340
Advisor, Sophomore Class	MHS	\$3,340	\$3,340	\$3,340
Advisor, Junior Class	MHS	\$4,690	\$4,690	\$4,690
Advisor, Senior Class	MHS	\$4,578	\$4,578	\$4,578
Art Director: Audio Visual	MHS	\$2,703	\$2,703	\$2,703
Art Director: Drama	MHS	\$2,553	\$2,553	\$2,553
Choral Director	MHS	\$5,253	\$5,253	\$5,253
Color Guard, Assistant Director	MHS	\$4,490	\$4,490	\$4,490
Debate Team Advisor	MHS	\$3,132	\$3,132	\$3,132
Drama Choreographer	MHS	\$1,540	\$1,540	\$1,540
Historical Society (Human Rights Awareness)	MHS	\$3,453	\$3,453	\$3,453
Interact Service Club	MHS	\$4,128	\$4,128	\$4,128
International Club (AFS)	MHS	\$3,003	\$3,003	\$3,003
Jazz Band Director	MHS	\$5,232	\$5,232	\$5,232
Library Monitor	MHS	\$4,275	\$4,275	\$4,275
Literary Magazine	MHS	\$1,878	\$1,878	\$1,878
Marching Band, Director	MHS	\$6,190	\$6,190	\$6,190
Marching Band, Assistant Director	MHS	\$4,690	\$4,690	\$4,690
Math Team Advisor	MHS	\$2,440	\$2,440	\$2,440
Mock Trial Club	MHS	\$2,328	\$2,328	\$2,328
Model UN/World Affairs	MHS	\$3,565	\$3,565	\$3,565
Montgomery Students for Environ. Action (7-12) (MSEA)	MHS	\$3,565	\$3,565	\$3,565
Music Director	MHS	\$6,190	\$6,190	\$6,190
National Art Honor Society	MHS	\$3,340	\$3,340	\$3,340
National Honor Society	MHS	\$3,340	\$3,340	\$3,340
Orchestra Director	MHS/MS	\$5,703	\$5,703	\$5,703
PAW Print	MHS	\$5,703	\$5,703	\$5,703
Percussion Instructor	MHS	\$4,490	\$4,490	\$4,490
Photography Club	MHS	\$2,832	\$2,832	\$2,832
Robotics Advisor	MHS	\$8,132	\$8,132	\$8,132
Science Olympiad	MHS	\$11,157	\$11,157	\$11,157
Science (Biology) Team Advisor	MHS	\$1,315	\$1,315	\$1,315
Science (Chemistry) AP Team	MHS	\$1,765	\$1,765	\$1,765
School Store Advisor	MHS	\$3,678	\$3,678	\$3,678
Student Council (9-12) Advisor	MHS	\$5,132	\$5,132	\$5,132
Theater Arts, Director	MHS	\$6,153	\$6,153	\$6,153
TREND	MHS	\$4,015	\$4,015	\$4,015
Videographer for HS Football Games	MHS	\$1,342	\$1,342	\$1,342
Yearbook (Business)	MHS	\$1,590	\$1,590	\$1,590
Yearbook (Graphics)	MHS	\$2,103	\$2,103	\$2,103
Yearbook (Main)	MHS	\$3,903	\$3,903	\$3,903
Advisor, 7th Grade	UMS	\$2,553	\$2,553	\$2,553
Advisor, 8th Grade	UMS	\$3,840	\$3,840	\$3,840
American Sign Language	UMS	\$1,428	\$1,428	\$1,428
Band Director	UMS	\$5,928	\$5,928	\$5,928
Choral Director	UMS	\$4,128	\$4,128	\$4,128

<b>Co-Curricular Position</b>	<b>Loc.</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
CLAW Newspaper	UMS	\$2,469	\$2,469	\$2,469
Computer Center Monitor – Day	UMS	\$1,428	\$1,428	\$1,428
Digital Photography	UMS	\$2,834	\$2,834	\$2,834
Enrichment – Debate	UMS	\$2,856	\$2,856	\$2,856
Enrichment - Ecology	UMS	\$1,428	\$1,428	\$1,428
Enrichment - International Food	UMS	\$1,540	\$1,540	\$1,540
Interact Service Club	UMS	\$2,778	\$2,778	\$2,778
Library Monitor	UMS	\$3,228	\$3,228	\$3,228
Light and Sound Coordinator	UMS	\$2,190	\$2,190	\$2,190
Math Counts Advisor	UMS	\$1,540	\$1,540	\$1,540
Musical Director	UMS	\$4,632	\$4,632	\$4,632
Musical Production, Director	UMS	\$5,140	\$5,140	\$5,140
Robotics Advisor	UMS	\$1,428	\$1,428	\$1,428
Science Club	UMS	\$1,990	\$1,990	\$1,990
Science Olympiad	UMS	\$10,990	\$10,990	\$10,990
Student Council	UMS	\$3,625	\$3,625	\$3,625
Team Leader – 7 <sup>th</sup> Grade	UMS	\$2,527	\$2,653	\$2,749
Team Leader – 8 <sup>th</sup> Grade	UMS	\$2,527	\$2,653	\$2,749
Team Leader – Cycle Elective	UMS	\$2,665	\$2,665	\$2,749
Team Leader – Special Education	UMS	\$2,732	\$2,732	\$2,749
Technical Director	UMS	\$2,475	\$2,475	\$2,475
Yearbook Advisor	UMS	\$3,677	\$3,677	\$3,677
Advisor, 5 <sup>th</sup> & 6 <sup>th</sup> Grade	LMS	\$2,245	\$2,245	\$2,245
Band Director, 5 <sup>th</sup> & 6 <sup>th</sup> Grade	LMS	\$5,845	\$5,845	\$5,845
Chorus Director, 5 <sup>th</sup> & 6 <sup>th</sup> Grade	LMS	\$2,808	\$2,808	\$2,808
Creative Design Club	LMS	\$1,428	\$1,428	\$1,428
Getaway Club	LMS	\$1,428	\$1,428	\$1,428
Interact Service Club	LMS	\$2,778	\$2,778	\$2,778
Library Monitor	LMS	\$3,258	\$3,258	\$3,258
Read It Talk It Book Club	LMS	\$1,540	\$1,540	\$1,540
Sports Spectacular Coordinator	LMS	\$2,500	\$2,500	\$2,500
Team Leader – 5 <sup>th</sup> Grade	LMS	\$2,553	\$2,653	\$2,749
Team Leader – 6 <sup>th</sup> Grade	LMS	\$2,527	\$2,653	\$2,749
Team Leader – Cycle Elective	LMS	\$2,665	\$2,665	\$2,749
Team Leader – Special Education	LMS	\$2,732	\$2,732	\$2,749
Band Assistant Director	VES	\$3,732	\$3,732	\$3,732
Band Director	VES	\$5,815	\$5,815	\$5,815
Band Rehearsal Assistant Director	VES	\$2,412	\$2,412	\$2,412
Coordinator of Student Service Learning	VES	\$2,025	\$2,025	\$2,025
Choral Director, 4 <sup>th</sup> Grade	VES	\$2,665	\$2,665	\$2,665
Orchestra Director	VES	\$3,155	\$3,155	\$3,155
Team Leader – 3 <sup>rd</sup> Grade	VES	\$2,527	\$2,653	\$2,749
Team Leader – 4 <sup>th</sup> Grade	VES	\$2,553	\$2,653	\$2,749
Team Leader – Related Arts	VES	\$2,665	\$2,665	\$2,749
Team Leader – Special Education	VES	\$2,732	\$2,732	\$2,749
Team Leader – Kindergarten	OHES	\$2,527	\$2,653	\$2,749
Team Leader – 1 <sup>st</sup> Grade	OHES	\$2,527	\$2,653	\$2,749
Team Leader – 2 <sup>nd</sup> Grade	OHES	\$2,527	\$2,653	\$2,749
Team Leader – Related Arts	OHES	\$2,665	\$2,665	\$2,749
Team Leader – Special Education	OHES	\$2,732	\$2,732	\$2,749

<b>Extra-Curricular Activities – Fall</b>	<b>Loc.</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
Cheerleading Coach, Varsity	MHS	\$5,370	\$5,470	\$5,700
Cheerleading Coach, JV	MHS	\$4,667	\$4,667	\$4,667
Cross Country Coach, Varsity Boys/Girls	MHS	\$6,404	\$6,704	\$6,900
Field Hockey Coach, Varsity	MHS	\$6,604	\$7,000	\$7,100
Field Hockey Coach, JV	MHS	\$4,892	\$4,892	\$4,892
Football Coach (Head)	MHS	\$9,100	\$9,550	\$10,000
Football Coach (Assistant)	MHS	\$5,935	\$6,028	\$6,200
Gymnastics Coach, Varsity	MHS	\$5,586	\$5,936	\$6,400
Gymnastics Coach, Assistant	MHS	\$3,470	\$3,470	\$3,470
Soccer Coach, Varsity, Boys/Girls	MHS	\$6,604	\$7,000	\$7,100
Soccer Coach, JV, Boys/Girls	MHS	\$4,754	\$4,892	\$4,892
Soccer Coach, Freshman, Boys/Girls	MHS	\$3,992	\$3,992	\$3,992
Tennis Coach, Varsity Girls	MHS	\$6,192	\$6,600	\$6,700
Tennis Coach, JV Girls	MHS	\$4,542	\$4,542	\$4,542
Weight Room Supervisor	MHS	\$2,374	\$2,500	\$2,600
Cross Country Coach, Head	UMS	\$4,092	\$4,092	\$4,092
Cross Country Coach, Assistant	UMS	\$3,592	\$3,592	\$3,592
Filed Hockey Coach, Head	UMS	\$3,970	\$3,970	\$3,970
Intramural Activities	UMS	\$1,855	\$1,855	\$1,855
Soccer Coach, Head, Boys/Girls	UMS	\$4,092	\$4,092	\$4,092

<b>Extra Curricular Activities -Winter</b>		<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
Basketball Coach, Varsity Boys/Girls	MHS	\$8,004	\$8,204	\$8,400
Basketball Coach, JV Boys/Girls	MHS	\$5,417	\$5,417	\$5,650
Basketball Coach, Freshman Boys/Girls	MHS	\$4,542	\$4,542	\$4,542
Cheerleading Coach, Varsity	MHS	\$5,370	\$5,470	\$5,700
Cheerleading Coach, JV	MHS	\$4,667	\$4,667	\$4,667
Clock Operator	MHS	\$3,592	\$3,592	\$3,592
Fencing, Boys/Girls	MHS	\$6,104	\$6,254	\$6,400
Ice Hockey Coach, Varsity	MHS	\$7,170	\$7,470	\$7,650
Ice Hockey Coach, Assistant	MHS	\$4,867	\$5,083	\$5,258
Ice Hockey Coach, JV	MHS	\$4,867	\$5,083	\$5,258
Swimming Coach, Varsity, Boys/Girls	MHS	\$6,379	\$6,579	\$6,900
Swimming Coach, Assistant	MHS	\$4,392	\$4,492	\$4,650
Track & Field Coach, Varsity, Boys/Girls	MHS	\$6,204	\$6,514	\$6,900
Track & Field Coach, Assistant	MHS	\$4,471	\$4,471	\$4,650
Weight Room Supervisor	MHS	\$2,374	\$2,500	\$2,600
Wrestling Coach, Varsity	MHS	\$7,482	\$7,682	\$7,800
Wrestling Coach, JV	MHS	\$5,278	\$5,278	\$5,278
Basketball Coach, Head, Boys/Girls	UMS	\$4,107	\$4,107	\$4,107
Cheerleading Coach/Head	UMS	\$3,609	\$3,609	\$3,609
Intramural Activities	UMS	\$1,855	\$1,855	\$1,855

<b>Extra Curricular Activities -Spring</b>	<b>Loc.</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
Baseball Coach, Head Varsity	MHS	\$6,944	\$7,200	\$7,400
Baseball Coach, Assistant Varsity	MHS	\$4,867	\$5,005	\$5,105
Baseball Coach, JV	MHS	\$4,867	\$5,005	\$5,105
Baseball Coach, Freshman	MHS	\$4,192	\$4,192	\$4,192
Golf Coach, Varsity, Boys/Girls	MHS	\$5,317	\$5,417	\$5,700
Lacrosse Coach, Head Varsity Boys/Girls	MHS	\$7,067	\$7,200	\$7,400
Lacrosse Coach, Assistant Varsity Boys/Girls	MHS	\$5,005	\$5,005	\$5,105
Lacrosse Coach, JV, Boys/Girls	MHS	\$5,005	\$5,005	\$5,105

<b>Extra Curricular Activities -Spring</b>	<b>Loc.</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
Lacrosse Coach, Freshman, Boys/Girls	MHS	\$3,892	\$3,892	\$3,892
Softball Coach, Varsity Girls	MHS	\$6,944	\$7,200	\$7,400
Softball Coach, Assistant Varsity Girls	MHS	\$4,867	\$5,005	\$5,105
Softball Coach, JV Girls	MHS	\$4,867	\$5,005	\$5,105
Tennis Coach, Varsity Boys	MHS	\$6,204	\$6,600	\$6,700
Tennis Coach, JV Boys	MHS	\$4,542	\$4,542	\$4,542
Track Field Coach, Head Varsity Boys/Girls	MHS	\$6,950	\$7,200	\$7,400
Track Field Coach, Assistant Varsity Boys/Girls	MHS	\$4,867	\$5,005	\$5,105
Weight Room Supervisor	MHS	\$2,374	\$2,500	\$2,600
Baseball Coach, Head	UMS	\$4,107	\$4,107	\$4,107
Gymnastics Coach, Head	UMS	\$4,692	\$4,692	\$4,692
Intramural Activities	UMS	\$1,855	\$1,855	\$1,855
Softball Coach, Head	UMS	\$4,117	\$4,117	\$4,117
Track Coach, Head, Boys/Girls	UMS	\$4,117	\$4,117	\$4,117
Track Coach, Assistant, Boys/Girls	UMS	\$3,592	\$3,592	\$3,592

### **SERVICES**

Chaperone:	\$20.00 per hour
Hall Monitor:	\$20.00 per hour
Cafeteria Monitor:	\$20.00 per hour
PM Detention:	\$20.00 per hour
Sat. Detention:	\$25.00 per hour

**Note:** Any staff member who would realize a reduction in their co-curricular stipend rate under the new structure will be grandfathered at the higher rate (2002-03 rate) provided that they remain in the same assignment without any break in service. Once the current incumbents vacate their position all future appointments shall be paid at the rates listed above.

All K-8 team leader positions (excluding the cycle elective and related arts positions) are considered to be the same assignment for grandfathering purposes (i.e. moving across grade level is not considered a break in service for grandfathering).

**The following point system will only be used as a guide to determine stipend amounts for new positions:**

### **RATIONALE AND POINT SYSTEM**

**Rationale:** The following point system is in place for the Co-Curricular guide in order to give advisors credit for position responsibility, number of students supervised and time spent supervising students.

**Criteria:** The basic categories of the prior guide are being maintained:

### **RESPONSIBILITY, SUPERVISION and HOURS**

RESPONSIBILITY points are being awarded by the following criteria: zero to one and one-half points for each item:

- Handling of money.
- Required submission of a budget.
- Supervision of the distribution and collection of uniforms/equipment.
- Involvement or direct public contact (audience/spectators).
- Required program development responsibilities and/or coordination with other advisors.
- Teaching a variety of high level skills.
- Administrative duties.
- Work on Saturdays.
- Work over holidays/vacations.

- Required attendance at late practices, games or meetings before school and/or after 6 P.M.
- Required attendance at school conferences, dinners, award programs, presentations.

**SUPERVISION** is based on the number of students/staff involved with each activity as follows:

<u>Number of Students</u>	<u>Points</u>
1 – 10	1
11 – 25	2
26 – 50	3
51 - 75	4
76 +	5

**HOURS:** One-half point is being given for every ten (10) hours of supervision/activity time.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "C"**  
**SUPPORT STAFF SALARY GUIDE - YEAR -2009-2010**

<b>Step</b>	<b>10 Month Clerk*</b>	<b>Step</b>	<b>Secretary/Bookkeeper 12 Month</b>
1	\$23,335	1	\$38,085
2	\$23,835	2	\$38,585
3	\$24,335	3	\$39,085
4	\$25,310	4-5	\$40,060
5-6	\$26,340	6	\$41,090
7-8	\$27,425	7-8	\$42,175
9-10	\$28,565	9	\$43,315
11-12	\$29,760	10	\$44,510
13	\$31,010	11	\$45,760
14	\$32,310	12	\$47,060
15	\$33,660	13	\$48,410

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "C"**  
**SUPPORT STAFF SALARY GUIDE - YEAR 2010-2011**

<b>Step</b>	<b>10 Month Clerk*</b>	<b>Step</b>	<b>Secretary/Bookkeeper 12 Month</b>
1	\$24,645	1	\$39,395
2	\$25,145	2	\$39,895
3	\$25,645	3	\$40,395
4	\$26,145	4	\$40,895
5	\$27,165	5-6	\$41,915
6-7	\$28,245	7	\$42,995
8-9	\$29,385	8-9	\$44,135
10-11	\$30,580	10	\$45,330
12-13	\$31,830	11	\$46,580
14	\$33,130	12	\$47,880
15	\$34,480	13	\$49,230

**SCHEDULE "C"**  
**SUPPORT STAFF SALARY GUIDE - YEAR -2011-2012**

<b>Step</b>	<b>10 Month Clerk*</b>	<b>Step</b>	<b>Secretary/Bookkeeper 12 Month</b>
1	\$26,005	1	\$40,905
2	\$26,505	2	\$41,405
3	\$27,005	3	\$41,905
4	\$27,505	4	\$42,405
5	\$28,005	5	\$42,905
6	\$29,085	6-7	\$43,985
7-8	\$30,225	8	\$45,125
9-10	\$31,420	9-10	\$46,320
11-12	\$32,670	11	\$47,570
13-14	\$33,970	12	\$48,870
15	\$35,320	13	\$50,220

\* 12-month clerks' annual salaries are determined using a multiplier of 1.2

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "C - 1"**  
**EDUCATIONAL SUPPORT ASSISTANTS/TEACHER INSTRUCTIONAL ASSISTANTS**  
**SALARY GUIDE - Year -2009-2010**

Step	Educational Support Assistant	Teacher Instructional Assistant
1-2	\$16,830	\$19,900
3-4	\$17,030	\$20,100
5-6	\$17,560	\$20,300
7-8	\$18,140	\$20,830
9	\$18,950	\$21,410
10	\$19,810	\$22,215
11	\$20,720	\$23,380
12	\$21,680	\$24,745

**SCHEDULE "C - 1"**  
**EDUCATIONAL SUPPORT ASSISTANTS/TEACHER INSTRUCTIONAL ASSISTANTS**  
**SALARY GUIDE - Year -2010-2011**

Step	Educational Support Assistant	Teacher Instructional Assistant
1	\$17,760	\$20,390
2-3	\$17,960	\$20,590
4-5	\$18,160	\$20,790
6-7	\$18,740	\$21,320
8-9	\$19,550	\$21,900
10	\$20,410	\$22,865
11	\$21,320	\$24,030
12	\$22,280	\$25,395

**SCHEDULE "C - 1"**  
**EDUCATIONAL SUPPORT ASSISTANTS/TEACHER INSTRUCTIONAL ASSISTANTS**  
**SALARY GUIDE - Year -2011-2012**

Step	Educational Support Assistant	Teacher Instructional Assistant
1-2	\$18,740	\$21,570
3-4	\$18,940	\$21,770
5-6	\$19,140	\$21,970
7-8	\$19,340	\$22,585
9-10	\$20,150	\$23,300
11	\$21,010	\$24,115
12	\$21,920	\$25,030
13	\$22,880	\$26,045

**Salary Guide for Assistants:** The guide compensation is based upon 180 days of 6 hour and 15 minutes per day. Sixteen-hundredths (.16) pay will be given for each hour over 6 hours and 15 minutes per day. All assistants who are employed by the Board on the last workday of the 1996/97 work year shall receive a permanent stipend of \$250 in addition to their salary guide compensation.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "C - 2"**  
**REGISTERED NURSE SALARY GUIDE - Year -2009-2012**

Step	2009-2010	2010-2011	2011-2012
1	\$31,080	\$31,780	\$32,480
2	\$32,080	\$32,780	\$33,480
3	\$33,080	\$33,780	\$34,480
4	\$34,080	\$34,780	\$35,480
5	\$35,080	\$35,780	\$36,480

**Salary Guide for Registered Nurse:** The guide compensation is based upon 180 days of 6 hour and 15 minutes per day.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**Schedule "D"**  
**CUSTODIAL/MAINTENANCE SALARY GUIDE FOR 2009-2010**

Step	Assistant Custodian	Step	Custodian/ Grounds	Step	Maintenance/ Grounds
1	\$28,280	1	\$34,410	1	\$46,775
2	\$28,780	2-4	\$35,560	2	\$47,775
3	\$29,280	5-6	\$36,735	3	\$48,775
4	\$29,780	7-10	\$37,935	4	\$49,775
5	\$30,280	11	\$39,160	5-6	\$50,775
6	\$30,780	12	\$40,410	7-8	\$51,775
7	\$31,280	13	\$41,685	9	\$52,775
8	\$31,780	14	\$42,985	10	\$53,775
9	\$32,280	15	\$44,310	11	\$54,775
10	\$32,780	16	\$45,660	12	\$55,775
11	\$33,280	17	\$47,035	13	\$56,775
12	\$33,780	18	\$48,435	14	\$57,775

**\*Stipends**

Head Custodian – M.H.S	\$10,000
Head Custodian – U.M.S./ O.H.E.S.	\$5,140
Head Custodian – V.E.S. <sup>†</sup>	\$4,140
Night Supervisor – H.S.	\$2,000
Night Supervisor	\$965
Shift Differential (5 pm - 1 am)	\$850
Shift Differential (3 pm -11 pm)	\$661
Shift Differential (11 am - 7 pm)	\$331
Staff assigned to the Tuesday - Saturday shift will receive a \$25 stipend for each Saturday worked as per <b>Article XXI-C-1</b>	

**\*Grounds**

Grounds workers hired after July 1, 1997 shall be placed on the Custodial Guide.

<sup>†</sup> The individual employed as the V.E.S. Head Custodian as of July 1, 2009 shall continue to receive a stipend of \$5,140 as if she were employed as the O.H.E.S. Head Custodian; any future V.E.S. head custodian shall receive the stipend listed above.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "D"**  
**CUSTODIAL/MAINTENANCE SALARY GUIDE FOR 2010-2011\***

Step	Assistant Custodian	Step	Custodian/ Grounds	Step	Maintenance/ Grounds
1	\$28,980	1	\$35,360	1	\$47,325
2	\$29,480	2	\$36,515	2	\$48,375
3	\$29,980	3-5	\$37,695	3	\$49,425
4	\$30,480	6-7	\$38,900	4	\$50,475
5	\$30,980	8-11	\$40,130	5	\$51,525
6	\$31,480	12	\$41,385	6-7	\$52,575
7	\$31,980	13	\$42,665	8-9	\$53,625
8	\$32,480	14	\$43,970	10	\$54,675
9	\$32,980	15	\$45,300	11	\$55,725
10	\$33,480	16	\$46,655	12	\$56,775
11	\$33,980	17	\$48,035	13	\$57,825
12	\$34,480	18	\$49,435	14	\$58,875

**SCHEDULE "D"**  
**CUSTODIAL/MAINTENANCE SALARY GUIDE FOR 2011-2012\***

Step	Assistant Custodian	Step	Custodian/ Grounds	Step	Maintenance/ Grounds
1	\$29,730	1	\$36,450	1	\$48,465
2	\$30,230	2	\$37,600	2	\$49,515
3	\$30,730	3	\$38,775	3	\$50,565
4	\$31,230	4-6	\$39,975	4	\$51,615
5	\$31,730	7-8	\$41,200	5	\$52,665
6	\$32,230	9-12	\$42,450	6	\$53,715
7	\$32,730	13	\$43,725	7-8	\$54,765
8	\$33,230	14	\$45,025	9-10	\$55,815
9	\$33,730	15	\$46,350	11	\$56,865
10	\$34,230	16	\$47,700	12	\$57,915
11	\$34,730	17	\$49,075	13	\$58,965
12	\$35,230	18	\$50,475	14	\$60,015

**\*Stipends**

Head Custodian – M.H.S	\$10,000
Head Custodian – U.M.S./ O.H.E.S.	\$5,140
Head Custodian – V.E.S. <sup>†</sup>	\$4,140
Night Supervisor – H.S.	\$2,000
Night Supervisor	\$965
Shift Differential (5 pm - 1 am)	\$850
Shift Differential (3 pm -11 pm)	\$661
Shift Differential (11 am - 7 pm)	\$331
Staff assigned to the Tuesday - Saturday shift will receive a \$25 stipend for each Saturday worked as per <b>Article XXI-C-1</b>	

**\*Grounds**

Grounds workers hired after July 1, 1997 shall be placed on the Custodial Guide.

<sup>†</sup> The individual employed as the V.E.S. Head Custodian as of July 1, 2009 shall continue to receive a stipend of \$5,140 as if she were employed as the O.H.E.S. Head Custodian; any future V.E.S. head custodian shall receive the stipend listed above.

**MONTGOMERY TOWNSHIP SCHOOLS**  
**SCHEDULE "E"**  
**SALARY ADVANCEMENT/PLACEMENT CHARTS**

**TEACHERS**

<b>2008-2009</b>		<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>		<b>Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1-2	⇒	2-3	⇒	3-4	⇒	4-5
3-4	⇒	4-5	⇒	5-6	⇒	6-7
5-6	⇒	6-7	⇒	7-8	⇒	8-9
7-8	⇒	8-9	⇒	9-10	⇒	10-11
9-10	⇒	10-11	⇒	11-12	⇒	12-13
11-12	⇒	12-13	⇒	13-14	⇒	14-15
13	⇒	14	⇒	15	⇒	16
14	⇒	15	⇒	16	⇒	17
15	⇒	16	⇒	17	⇒	18
16	⇒	17	⇒	18	⇒	19
17	⇒	18	⇒	19	⇒	20
18	⇒	19	⇒	20	⇒	20
19	⇒	20	⇒	20	⇒	20
20	⇒	20	⇒	20	⇒	20

**SECRETARY/BOOKKEEPER (12 MONTH)**

<b>2008-2009</b>		<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>		<b>Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3-4	⇒	4-5	⇒	5-6	⇒	6-7
5	⇒	6	⇒	7	⇒	8
6-7	⇒	7-8	⇒	8-9	⇒	9-10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	13	⇒	13
12	⇒	13	⇒	13	⇒	13
13	⇒	13	⇒	13	⇒	13

**CLERK (10 MONTH)**

<b>2008-2009</b>		<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>		<b>Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4-5	⇒	5-6	⇒	6-7	⇒	7-8
6-7	⇒	7-8	⇒	8-9	⇒	9-10
8-9	⇒	9-10	⇒	10-11	⇒	11-12
10-11	⇒	11-12	⇒	12-13	⇒	13-14
12	⇒	13	⇒	14	⇒	15
13	⇒	14	⇒	15	⇒	15
14	⇒	15	⇒	15	⇒	15
15	⇒	15	⇒	15	⇒	15

**EDUCATIONAL SUPPORT ASSISTANT (10 MONTH)**

<b>2008-2009</b>		<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>		<b>Step</b>
				1	⇒	1-2
				2-3	⇒	3-4
1	⇒	1-2	⇒	2-3	⇒	3-4
2-3	⇒	3-4	⇒	4-5	⇒	5-6
4-5	⇒	5-6	⇒	6-7	⇒	7-8
6-7	⇒	7-8	⇒	8-9	⇒	9-10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	12	⇒	13

**TEACHER INSTRUCTIONAL ASSISTANT (10 MONTH)**

<b>2008-2009 Step</b>		<b>2009-2010 Step</b>		<b>2010-2011 Step</b>		<b>2011-2012 Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2-3	⇒	3-4	⇒	4-5	⇒	5-6
4-5	⇒	5-6	⇒	6-7	⇒	7-8
6-7	⇒	7-8	⇒	8-9	⇒	9-10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	11
10	⇒	11	⇒	11	⇒	11
11	⇒	11	⇒	11	⇒	11

**REGISTERED NURSE (10 MONTH)**

<b>2008-2009 Step</b>		<b>2009-2010 Step</b>		<b>2010-2011 Step</b>		<b>2011-2012 Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	5
4	⇒	5	⇒	5	⇒	5
5	⇒	5	⇒	5	⇒	5

**ASSISTANT CUSTODIAN**

<b>2008-2009 Step</b>		<b>2009-2010 Step</b>		<b>2010-2011 Step</b>		<b>2011-2012 Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4	⇒	5	⇒	6	⇒	7
5	⇒	6	⇒	7	⇒	8
6	⇒	7	⇒	8	⇒	9
7	⇒	8	⇒	9	⇒	10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	11
10	⇒	11	⇒	11	⇒	11
11	⇒	11	⇒	11	⇒	11

**CUSTODIAN/GROUNDS**

<b>2008-2009</b>		<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>		<b>Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1-3	⇒	2-4	⇒	3-5	⇒	4-6
4-5	⇒	5-6	⇒	6-7	⇒	7-8
6-9	⇒	7-10	⇒	8-11	⇒	9-12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	13	⇒	14
12	⇒	13	⇒	14	⇒	14
13	⇒	14	⇒	14	⇒	14
14	⇒	14	⇒	14	⇒	14
15	⇒	16	⇒	17	⇒	18
16	⇒	17	⇒	18	⇒	18
17	⇒	18	⇒	18	⇒	18
18	⇒	18	⇒	18	⇒	18

**MAINTENANCE**

<b>2008-2009</b>		<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>		<b>Step</b>
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4-5	⇒	5-6	⇒	6-7	⇒	7-8
6-7	⇒	7-8	⇒	8-9	⇒	9-10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	13	⇒	14
12	⇒	13	⇒	14	⇒	14
13	⇒	14	⇒	14	⇒	14
14	⇒	14	⇒	14	⇒	14

**APPENDIX "A"**  
**NEW JERSEY STATUTES ANNOTATED AND ADMINISTRATIVE CODE**

**N.J.S.A. 18A:27-3.1:**    Non-tenured teaching staff, observation and evaluation; conference; purpose

Every board of education in this State shall cause each non-tenured, teaching staff member employed by it to be observed and evaluated in the performance of her or his duties at least three times during each school year but not less than once during each semester. Said evaluations are to take place before April 30 each year. The evaluations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.

**N.J.S.A. 18A:27-3.2:**    Teaching staff member; notice of termination; statement of reasons; request; written answer

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such non-employment which shall be given to the teaching staff member in writing within 30 days after receipt of such request.

**N.J.S.A. 18A:27-3.3:**    The provisions of this Act shall be carried out pursuant to rules established by the State Board of Education.

**N.J.A.C. 6A:32-4.5:**    Evaluation of nontenured teaching staff members.

- (a) Each of the three observations required pursuant to N.J.S.A. 18A:27-3.1 shall be conducted for a minimum duration of one class period in a secondary school, and for one complete subject lesson in an elementary school.
- (b) Each district board of education shall adopt a policy for the supervision of instruction, setting forth procedures for the observation and evaluation of all nontenured teaching staff members. Such policy shall be distributed to each teaching staff member at the beginning of his or her employment.
- (c) Each policy for the supervision of instruction shall include, in addition to those observations and evaluations described in (a) and (b) above, an annual written evaluation of the nontenured teaching staff member's total performance as an employee of the district board of education, including, but not limited to:
  1. Performance areas of strength;
  2. Performance areas needing improvement based upon the job description;
  3. An individual professional development plan developed by the supervisor and the teaching staff member; and
  4. A summary of indicators of student progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.
- (d) Each of the three observations required pursuant to N.J.S.A. 18A:27-3.1 shall be followed within a reasonable period of time, but in no instance more than 10 days, by a conference between the administrative or supervisory staff member who has made the observation and written evaluation, and the nontenured teaching staff member. Both parties to such a conference shall sign the written evaluation report and retain a copy for his or her records. The nontenured teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within 10 days following the conference and such disclaimer shall be attached to each party's copy of the evaluation report.

- (e) The purposes of this procedure for the observation and evaluation of nontenured teaching staff members shall be to improve professional competence, identify deficiencies, extend assistance for the correction of such deficiencies, provide a basis for recommendations regarding reemployment, and improve the quality of instruction received by the students served by the public schools.

**N.J.A.C. 6A:32-4.6:**      Procedure for appearance of nontenured teaching staff members before a district board of education upon receipt of a notice of nonreemployment.

- (a) Whenever a nontenured teaching staff member has requested in writing and has received a written statement of reasons for nonreemployment pursuant to N.J.S.A. 18A:27-3.2, he or she may request in writing an informal appearance before the district board of education. Such written request shall be submitted to the board within 10 calendar days of receipt of the board's statement of reasons.
- (b) Such an informal appearance shall be scheduled within 30 calendar days from receipt of the district board of education's statement of reasons.
- (c) Under the circumstances described in this section, a nontenured teaching staff member's appearance before the district board of education shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff member to convince the members of the board to offer reemployment.
- (d) Each district board of education shall exercise discretion in determining a reasonable length of time of the proceeding, depending upon the specific circumstances in each instance.
- (e) Each district board of education shall provide adequate written notice to the employee regarding the date and time of the informal appearance.
- (f) The nontenured teaching staff member may be represented by counsel or one individual of his or her own choosing.
- (g) The staff member may present witnesses on his or her behalf. Such witnesses do not need to present testimony under oath and shall not be cross-examined by the district board of education. Witnesses shall be called into the meeting to address the board one at a time and shall be excused from the meeting after making their statements.
- (h) The proceeding of an informal appearance before the district board of education as described herein may be conducted pursuant to N.J.S.A. 10:4-12(b)(8).
- (i) Within three days following the informal appearance, the district board of education shall notify the affected teaching staff member, in writing, of its final determination. The board may delegate such notification to its chief school administrator or board secretary.

**APPENDIX B**  
**GRIEVANCE FORM**  
**MONTGOMERY TOWNSHIP SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

Grievance Level   1  

NAME OF GRIEVANT(S) \_\_\_\_\_

LEVEL 1  
INFORMAL DISCUSSION

(Discussion shall include the alleged infraction and the relief sought.)

A. Date of Informal Conference \_\_\_\_\_

B. Name of Principal or Supervisor \_\_\_\_\_

C. Location and Time of the Informal Discussion \_\_\_\_\_

D. Result of Informal Discussion: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**GRIEVANCE FORM**  
**MONTGOMERY TOWNSHIP SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

Grievance Level   2  

NAME OF GRIEVANT(S) \_\_\_\_\_

LEVEL 2  
WRITTEN GRIEVANCE

A. Name of Principal or Supervisor: \_\_\_\_\_

B. Date Grievance Occurred: \_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Specific Articles or Sections of the Contract in Dispute: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Disposition of Grievance (including rationale and supporting documents): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**GRIEVANCE FORM**  
**MONTGOMERY TOWNSHIP SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

Grievance Level   3  

NAME OF GRIEVANT(S) \_\_\_\_\_

---

LEVEL 3  
SUPERINTENDENT

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition of Grievance (including rationale and supporting documents): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**GRIEVANCE FORM**  
**MONTGOMERY TOWNSHIP SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

Grievance Level   4  

NAME OF GRIEVANT(S) \_\_\_\_\_

---

LEVEL 4  
ARBITRATION

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitration (See Accompanying File) : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDENDUM TO GRIEVANCE FORM**  
**DUE DATES**

***Level 1 – Informal Discussion***

Conference: \_\_\_\_\_

***Level 2– Written Grievance***

Request to Principal: \_\_\_\_\_ (5)

Principal’s Decision: \_\_\_\_\_ (5)

***Level 3 – Superintendent***

Appeal to Superintendent: \_\_\_\_\_ (5)

Supt. Requests Material: \_\_\_\_\_ (6) and/or Hearing: \_\_\_\_\_ (10)

Superintendent’s Decision: \_\_\_\_\_ [10]

***Level 4 – Arbitration***

Written Request for Submission to Arbitration: \_\_\_\_\_ (5)

Association Demand for Arbitration to PERC, Board: \_\_\_\_\_ (10)

- (5) = Five working days from date line immediately above.
- (6) = Six working days from date line immediately above.
- (10) = Ten working days from date line immediately above.
- [10] = Ten working days from latest date line among the three immediately above.

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